

## SOLAR PURCHASE AGREEMENT

Buyer Information			
<b>Buyer Name:</b>	Vamsi Krishna Soma, Pushpavathi Soma		
<b>Address of Property (the "Address"):</b>	2744 Tejas Lane, Tracy, CA 95377		
<b>Name of Community (the "Community"):</b>	Pearl at Tracy Hills		
<b>Daytime Phone:</b>	(408) 594-5071	<b>Evening Phone:</b>	(646) 267-9231,
<b>Email Address:</b>	vsoma77@gmail.com, spushpavamsi@gmail.com		

Customer Service Information	
<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>

**BUYER HAS ELECTED TO PURCHASE THE SOLAR PHOTOVOLTAIC SYSTEM ("PV SYSTEM") INSTALLED AT THE PROPERTY PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS:**

1. **Purchase of the PV System.** The Buyer identified above (the "Buyer") has entered into a Purchase and Sale Agreement (the "Purchase and Sale Agreement") with Lennar ("Seller") for the real property located at the Address (the "Property"). Buyer desires to purchase the PV System from Sunnova Energy Corporation, a Delaware corporation, as successor in interest to SunStreet Energy Group, LLC ("Sunnova"). Each of Buyer and Sunnova is hereby referred to herein as a "Party" and collectively as the "Parties."
2. **PV System Size:** 4.455 DC (which is estimated to deliver approximately 7,245 kilowatt hours during the first year; actual performance will vary based on several factors, including weather, soiling and shading). The size of the PV System complies with the current energy efficiency requirements of California law that apply to the construction of the Property and the PV System. The PV System is described in full in the Equipment List attached as Exhibit A hereto.
3. **Purchase Price.** Buyer will pay the purchase price of \$17,775.00 which is \$3.99 per watt, at the close of escrow for the sale of the Property (the "Close of Escrow"). The funds are to be collected by the escrow agent, on the settlement statement.

**THE CLOSE OF ESCROW CANNOT TAKE PLACE UNLESS THE PURCHASE PRICE SET FORTH ABOVE HAS BEEN PAID TO SUNNOVA AND THIS AGREEMENT HAS BEEN EXECUTED BY BUYER.**

4. **Financial Incentives.** Buyer, not Sunnova or Seller, shall be responsible for applying and qualifying for (or otherwise taking advantage of) any grants, rebates, payments, tax allowances (for example, tax credits, exclusions, deductions or depreciation), or other financial incentives, associated with Buyer's purchase and ownership of the PV System. Sunnova makes no representation or guarantee that Buyer will be entitled to any such financial incentives, or that they are available.
5. **Third-Party Warranties.** In connection with the purchase of the PV System, Sunnova hereby assigns to Buyer all warranties from manufacturers of the component parts of the PV System, pursuant to the terms of the Sunnova New Home Warranty, attached hereto as Exhibit B. **OTHER THAN AS SET FORTH IN THE SUNNOVA NEW HOME WARRANTY, SUNNOVA MAKES NO IMPLIED WARRANTY TO BUYER OR ANY OTHER PERSON AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY,**

COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY OR PERFORMANCE OF THE PV SYSTEM OR ITS INSTALLATION, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY SUNNOVA.

**6. Automatic Termination:** In the event that the Close of Escrow does not occur and the Purchase and Sale Agreement with Seller is terminated for any reason, then this Agreement shall be automatically cancelled and terminated and neither party shall have any obligations or liabilities under this Agreement.

**7. Rights and Obligations of Sunnova and Buyer after Close of Escrow.**

- a) Buyer acknowledges and agrees that the Property is subject to that certain Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community (“Solar Declaration”) that is recorded against the Property and that has been received and reviewed by Buyer.
- b) Sunnova shall provide the Buyer with all documentation necessary for the interconnection of the PV System with the local utility and activation of the PV System.
- c) If the electricity generated by the PV System exceeds Buyer’s use of electricity at the Property during any applicable calculation period by the local electric utility, local law currently entitles Buyer to credits or payments from such utility for the electricity generated by the PV System that is placed onto the transmission and distribution grid of such utility as a result of such excess. It is Buyer’s responsibility to become aware of any changes to local law with respect to such credits or payments. Buyer shall be responsible for signing, returning (within ten (10) business days of delivery thereof by Sunnova) 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 PV System with the local electric utility, including a home visit by Sunnova, if necessary. Buyer acknowledges and understands that local law may change and Buyer may not always be entitled to the same credits or payments from the local electric utility.

**8. Solar Declaration and Shading.** The PV System’s production of energy will be reduced or even eliminated if trees or other obstructions are allowed to cause shading of the roof-top solar absorption area (“Solar Array”) of the PV System. In order to control the effect of shading from obstructions located on neighboring land developed by Seller, the Solar Declaration prohibits the shading of Solar Arrays, as more fully described in the Solar Declaration. The Solar Declaration contains restrictions and guidelines on the height of trees at maturity and other improvements, and on the maintenance or location of trees, landscaping, structures and other improvements that cast a shadow over a Solar Array (“Prohibited Shading”). Buyer has been provided with a copy of the Solar Declaration applicable to the Property. Buyer is solely responsible for understanding Buyer’s obligations under the Solar Declaration and any restrictions applicable to the Property contained therein. Some neighboring land owned by others may not be subject to the Solar Declaration or any solar shading restrictions, and it may not be possible for Buyer to prevent the Solar Array from being shaded by trees and other obstructions on neighboring land. Buyer must consider the proximity of neighboring land that is not subject to the Solar Declaration or other solar shading restrictions when making a decision to purchase the Property.

**9. No Guarantee of Performance or Savings.** The performance of the PV System will vary depending on a number of factors unique to the Property including, but not limited to, weather, Solar Array soiling and shading, the use of electricity in the Property, the design of the roof, the design of the PV System, and its operation. Sunnova does not guarantee the actual performance or the energy savings that will be achieved by any PV System.

**10. System Disconnection.** The PV System is designed to generate and deliver electricity in conjunction with the local utility’s electric distribution system. If the local utility’s electric service to Buyer’s Property is interrupted, the PV System will shut down, and the local utility may disconnect the PV System to protect its service personnel while restoring electric service.

**11. 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 C.

**12. 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.

13. **No Liability for Seller.** The Parties acknowledge and agree that:
- a) Neither Seller nor any of its affiliates (other than Sunnova), successors or assigns is a party to or bound by any of the provisions of this Agreement;
  - b) Buyer has not relied on any oral representation or statements made by Seller's representative or any other agent or employee of Seller; and
  - c) Seller has no liability to Buyer with respect to the PV System or to Sunnova's obligations under this Agreement.
14. **Notices.** All notices under this Agreement shall be in writing and shall be 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 the Homeowner at the Property address set forth in this Agreement. Notices to the 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 Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified herein.
15. **Entire Agreement; Amendments.** The Exhibits referenced in this Agreement are incorporated into this Agreement and together contain the parties' entire agreement regarding the subject matter hereof. There are no unwritten agreements or understandings regarding the subject matter of this Agreement. Any amendment, modification or other change to this Agreement must be in writing and signed by both parties.
16. **Survival.** The following Sections shall expressly survive the termination or expiration of this Agreement: Section 7 (Rights and Obligations of Sunnova and Buyer after Close of Escrow), Section 11 (Dispute Resolution), Section 12 (Limitation of Liability), Section 13 (No Liability for Seller), Section 14 (Notices), Section 15 (Entire Agreement; Amendments), Section 16 (Survival), and Section 17 (Severability).
17. **Severability.** If any provision or portion thereof of this Agreement is determined to be unenforceable, the remaining provisions or portions thereof shall be enforced in accordance with their terms.
18. **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.
19. **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
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of in which the Property is located, without regard to any of such State's choice of law principles to the contrary. 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 Property is located, with the place that any arbitration proceedings are conducted to be not more than approximately 25 miles from the Property 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.
21. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**BUYER:**

DocuSigned by:  
*Vamsi Krishna Soma*  
55A92CD25F13494...

**Name:** Vamsi Krishna Soma

**Date Signed:** 3/6/2023

DocuSigned by:  
*Pushpavathi Soma*  
9084E3CCEDD2410...

**Name:** Pushpavathi Soma

**Date Signed:** 3/6/2023

**Effective Date:** 3/6/2023

**Address for Notices to Buyer:**

2744 Tejas Lane  
Tracy, CA 95377

**SUNNOVA:**

SUNNOVA ENERGY CORPORATION,  
a Delaware corporation, as successor in interest to  
SunStreet Energy Group, LLC

DocuSigned by:  
*Jennifer Lopez*  
E824E2B1E52846B...

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

**Name:** Jennifer Lopez

**Title:** Attorney-in-Fact

**Effective Date:** 3/6/2023

**Exhibit A**

**EQUIPMENT LIST**

- Photovoltaic roof tiles, modular solar energy panels or laminates (“Solar Array”)
- Racking system rails
- Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity
- 'L' bracket and “standoff” risers
- Junction boxes if attached to racking
- Trunk cables and other roof-top electrical wiring
- All related hardware and a solar energy monitoring system

**Exhibit B**

**sunnova™**

## New Home Solar Warranty Certificate

The components of the solar system on the property listed below are covered by Sunnova's New Home Solar Warranty. While each of the component parts that make up your Sunnova Solar System is covered by a warranty by its respective manufacturer, Sunnova will facilitate your warranty claims by contacting the applicable manufacturer, scheduling the repair and/or replacement necessary. This Warranty is subject to any limitations set forth in the applicable manufacturer's warranty at the time of the solar system's installation. In case of a warranty claim, contact:

**Sunnova**  
**(877) 757-7697**  
**newhomeservice@sunnova.com**

Solar System: \_\_\_\_\_ System Size (kW): \_\_\_\_\_ Installation Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner(s): \_\_\_\_\_

Please carefully read each of the warranties from the manufacturers of your Solar System, copies of which will be provided to you.

**Equipment:**  
 While Sunnova may, from time to time, select various products for installation, the major components (modules, inverters, and racking) will have no less than a **25-year** manufacturer's warranty.

**Installation:**  
 In addition, Sunnova hereby directly warrants that the installation of your solar system will be free of any workmanship defects for a period of **20 years** from date of installation. In the event that Sunnova determines that a defect exists in the workmanship of the installation, Sunnova will correct the defect at no cost to you.

**Transferability:**  
 Your warranties are transferable to subsequent buyers of your home provided the solar equipment remains on the home, and provided you notify the manufacturer as set forth on the applicable warranty. The transferability of a manufacturer's warranty may be subject to additional requirements and limitations as set forth therein.

Thank you for your recent purchase from Sunnova. Since 2013, Sunnova has been providing homeowners with state-of-the-art technology in solar standard communities.

Sunnova • 20 Greenway Plaza, Suite 540, Houston, TX 77046  
 newhomes.sunnova.com • newhomeservice@sunnova.com • 877-757-7697

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**Exhibit C**

**Dispute Resolution Procedure**

1. For any disputes arising out of this Solar Purchase Agreement that involve the Seller as well as the Parties, the Parties hereby agree to abide by the dispute resolution procedures set forth in the Purchase and Sale Agreement between Buyer and Seller.

2. For all other disputes between the Parties arising out of this Solar Purchase 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 SUNNOVA AND BUYER. BUYER 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. SUNNOVA AND BUYER FURTHER AGREE THAT: (1) ANY DISPUTE INVOLVING SUNNOVA'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) SUNNOVA MAY, AT ITS SOLE ELECTION, INCLUDE SUNNOVA'S CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS, AS WELL AS WARRANTY PROVIDERS AND INSURERS AS PARTIES TO THE ARBITRATION, IN WHICH CASE BUYER SHALL AGREE TO ARBITRATE ANY DISPUTE BUYER 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, SUNNOVA AND BUYER 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. SUNNOVA AND BUYER 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 THE 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.** BUYER 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 SUNNOVA AND THE BUYER 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, SUNNOVA AND BUYER 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.

<sup>DS</sup>  
  
<sup>DS</sup>  
  
\_\_\_\_\_  
**BUYER'S INITIALS**

<sup>DS</sup>  
  
\_\_\_\_\_  
**SUNNOVA'S INITIALS**