

SOLAR PURCHASE AGREEMENT

Buyer Information			
Buyer Name:	Viswanath Adapa, Rama Kamala Jyothi Alekya Yenumula		
Address of Home (the "Address"):	5584 Posner Avenue Tracy, CA 95377		
Name of Community (the "Community"):	Greenwood at Tracy Hills 1B		
Daytime Phone:		Evening Phone:	(650) 686-9268
Email Address:	viswanath.nals@gmail.com		
Customer Service Information			
Customer Service Hotline:	If you have any questions regarding any aspects of this Agreement, please call: 1-877-SLR-POWR (1-877-757-7697)		
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 Homes of California, LLC. ("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: 4.40 DC (which is estimated to deliver approximately 7125 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 \$17,556.00, 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 for the Property's purchase closing.

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 Solar Warranty, attached hereto as **Exhibit B**. OTHER THAN AS SET FORTH IN THE SUNNOVA NEW HOME SOLAR 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.

[SIGNATURE PAGE TO SOLAR PURCHASE AGREEMENT]

BUYER:

DocuSigned by:

C09237EACFB842A...

Name: Viswanath Adapa

Date Signed: 5/15/2023

DocuSigned by:

46EDF08102624DC...

Name: Rama Kamala Jyothi Alekya Yenumula

Date Signed: 5/15/2023

Name: _____

Date Signed: _____

Name: _____

Date Signed: _____

Effective Date: May 09, 2023

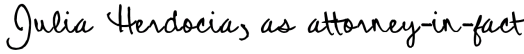
Address for Notices to Buyer:

5584 Posner Avenue

Tracy, CA 95377

SUNNOVA:

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

DocuSigned by:

By: _____
4E8CB498AF76467...

Name: Julia Herdocia, as attorney-in-fact

Title: _____

Date: 5/15/2023

Effective Date: May 09, 2023

Address for Notices to SunStreet:

Exhibit A

EQUIPMENT LIST

- 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

Exhibit B



The components of the solar system on the property listed below are covered by Sunnova's New Hom 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): 4.40 Installation Date: 02/17/2023

Property Address: 5584 Posner Avenue

City: Tracy State: CA Zip: 95377

Property Owner(s): Viswanath Adapa, Rama Kamala Jyothi Alekya Yenumula

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

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Exhibit CDispute 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 (b) 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 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.


BUYER'S INITIALS


SUNNOVA'S INITIALS

SOLAR ENERGY SYSTEM ADDENDUM

SunStreet Solar Home Program for Detached Homes with LeasePlus Agreement or Purchase Option from SunStreet

This **SOLAR ENERGY SYSTEM ADDENDUM** (this "**Addendum**") is incorporated into the Purchase Agreement and Deposit Receipt and Escrow Instructions (the "**Purchase Agreement**") dated as of the tenth day of February, 2023, between the undersigned Buyer ("**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 Tracy / San Joaquin California (the "**Property**" or "**Home**").

1. **Defined Terms.** Unless otherwise defined below, all initially-capitalized terms below have the same meanings given them in the Purchase Agreement, and all references in this Addendum to the Purchase Agreement shall be deemed to include this Addendum and any other addenda and riders attached to the Purchase Agreement, all of which are incorporated into this Addendum.

2. **Solar Energy System Description.** Subject to Section 16 below, the Home on the Property will be equipped with a roof-mounted solar photo voltaic system and other equipment (a "**PV System**") that converts solar energy to electricity for use in the Home. The PV System will consist of the following components ("**PV System Components**"):

- (a) Photovoltaic roof tiles, modular solar energy panels or laminates ("**Solar Array**");
- (b) Racking system rails;
- (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;
- (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 that may require Buyer to have an internet connection and a router with an available port.

3. **Solar Energy System Election.** You must elect to either (a) lease the PV System Components by entering into a LeasePlus Agreement (the "**Solar Lease**"), or (b) purchase the PV System Components from System Owner by entering into a "**Solar Purchase Agreement**" and paying cash for the PV System Components by and through the Close of Escrow. The terms of the Solar Lease and the Solar Purchase Agreement are contained in separate written agreements between you and SunStreet Energy Group 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 PV System Components by executing the Solar Purchase Agreement 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 PV System Components between System Owner (who retains ownership of the PV System Components) and you as the Property owner, in which (i) you agree to permit System Owner to operate, maintain and repair the PV System 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 PV System Components to you and providing you with all of the electricity generated by the PV System ("**Generated Electricity**") for a twenty (20) year period. 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 20 YEAR TERM; OR

B. YOU OR THE RESALE BUYER OF YOUR HOME MUST PURCHASE THE PV 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 PV 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 PV SYSTEM COMPONENTS ARE NOT PURCHASED BY EITHER YOU OR THE RESALE BUYER OF YOUR HOME, THE PV 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 PV SYSTEM THAT INCLUDES PERSONAL PROPERTY OF SYSTEM OWNER WHEN APPRAISING THE HOME, SUCH PV 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 PV 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 PV SYSTEM COMPONENTS ARE THE PERSONAL PROPERTY OF SYSTEM OWNER AND THAT SYSTEM OWNER MAY HAVE THE RIGHT TO REMOVE THE PV 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 A SPECIFIC PV SYSTEM SIZE AND MARKET VALUE PER WATT. ACTUAL CALCULATIONS 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 VALUE.

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 PV System, depreciated on a straight-line basis over the thirty (30) year life of the PV System.

Example:

This example assumes that the size of the PV System is 3 kilowatts and the original fair market value of the PV System per watt is \$3.99. As a result, the System Price during the first year of the term of the Solar Lease is: 3,000 watts x \$3.99/watt = \$11,970, and the System Price each year of the term of the Solar Lease (20 years) would be as follows:

<u>Year of the Term</u>	<u>System Price*</u>	<u>Year of the Term</u>	<u>System Price*</u>
1	\$11,970	11	\$7,980
2	\$11,571	12	\$7,581
3	\$11,172	13	\$7,182
4	\$10,773	14	\$6,783
5	\$10,374	15	\$6,384
6	\$9,975	16	\$5,985
7	\$9,576	17	\$5,586
8	\$9,177	18	\$5,187
9	\$8,778	19	\$4,788
10	\$8,379	20	\$4,389

*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 PV System for the Home begins to operate. The Solar Lease ends on the date that is 20 years from and after the date that the PV 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 PV System Components for the fair market value of the PV System Components described in Exhibit IV of the Solar Lease; (b) extend the term of the Solar Lease for an additional ten (10) years; or (c) have System Owner remove the PV 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 PV System Components at any time during the Term. The System Price will be the PV 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 PV System. To reduce response times for PV System 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 PV System, (b) maintaining electrical connections for the ongoing monitoring of the PV 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 PV 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 PV System Components, the following documents will affect title to the Property:

4.7.1 Equipment Easement. The roof of 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 PV System on the roof of the Home, among many other important rights and obligations, including a right of access to eliminate the shading of any PV System solar collectors on the roof-top of your Home. The Solar Equipment Easement prohibits the shading of roof-top solar collectors and reserves to the System Owner a right of entry, after notice, to cure the shading of any PV System that is 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 PV 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 PV System Components.

5.1 System Price. If you elect to purchase the PV System Components from System Owner by entering into the Solar Purchase Agreement, the PV System Components' purchase price is to be paid to System Owner only in cash funds deposited before the Close of Escrow (unless PV System installation is delayed past Close of Escrow). BE ADVISED THAT SELLER WILL NOT APPROVE ADDING THE PV SYSTEM COMPONENTS' PURCHASE PRICE TO THE TOTAL PURCHASE PRICE OF YOUR HOME FOR FINANCING OR ANY OTHER PURPOSE.

5.2 Maintenance/Warranties. If you elect to purchase the PV System Components, at the Close of Escrow you will own the PV System Components and be responsible for their operation and maintenance. The PV 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 PV 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 PV System Components, not later than five (5) business days after the Effective Date of

the 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 PV 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 PV 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 PV System that are not contained in the written PV 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 PV System that differ from the written PV System materials, and (f) you have voluntarily decided to either enter into the Solar Lease or purchase the PV 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 PV System that is 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. The Community's 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 PV System various tax credits or other financial incentives, excluding any State rebate paid to System Owner or Seller ("**Governmental Incentives**") for installing a PV System that serves 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 PV System and similar tax credits and exemptions. If you elect to purchase the PV System you will 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 the 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 a PV System that is interconnected with the transmission grid of the local electric utility, and the production of Generated Electricity may entitle you or the System Owner to renewable energy credits or other financial incentives from the local electric utility ("**Utility Incentives**"). 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 and not used 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 local electric utility for Generated Electricity in excess of the electricity you consume 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. The solar electric energy generated by the PV System is not stored, and if the energy generated exceeds the energy demand in your Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an interconnection agreement for the Home with Pacific Gas & Electric ("**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 local electric utility 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 PV System may be activated and the Utility Company may take thirty 30 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 energy exported to the grid. The terms of the interconnection agreement with Utility Company are subject to change. To obtain up-to-date information on the interconnection agreement, contact Utility Company at 1-800-743-5000., or their website at: www.pge.com. The Utility Incentives program may also require you to provide proof to the local electric utility that you carry homeowner's liability insurance in an amount required by the utility. 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 local utility for Generated Electricity in excess of the electricity you consume or (b) any incentives offered by the local electric utility only to its customers and that may not be assigned. You agree to cooperate in good faith with Seller and the System Owner to 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 Disconnection. The PV 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 will shut down, and Utility Company may disconnect the PV System to protect its service personnel while restoring electric service.

9. System Performance. The performance of the PV System will vary depending on a number of factors that are unique to the design of the Building and the PV System and to the use of electric power in your Home. Seller assumes no liability for either the performance of the PV System or the performance of maintenance or warranty service on the PV System. **Further, the PV System is intended for household purposes only and no Generated Electricity may be used to heat a swimming pool, if applicable.**

10. 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 PV 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 PV System's design and operations. Further, Seller has not and cannot make any representations concerning the performance of the PV System, the performance of maintenance or warranty service by 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 the System Owner, in the event you enter into the Solar Lease, and from the manufacturer in the event you enter into the Solar Purchase Agreement (in either event, maintenance and warranties are not from Seller). The PV System is expressly excluded from Seller's warranty on the Home provided in the Agreement.

11. No Liability for Seller. Buyer acknowledges and agrees that:

11.1 Seller Not a Party. Neither Seller nor any of its successors or assigns is a party to or bound by any of the provisions of the Solar Lease or the Solar Purchase Agreement.

11.2 No Seller Representations or Warranties. **All terms of the Solar Lease and the Solar Purchase Agreement and all performance, warranty and other aspects of the PV System are set forth in the written materials that are provided to you by the System Owner. Neither Seller, nor its sales representatives, nor any of its affiliates or assigns have made representations or warranties to Buyer of any kind, type or nature regarding the PV System, including but not limited to energy cost savings, tax benefits, cash grants or rebates, other than as stated in this Addendum or the Solar**

Lease or Solar Purchase Agreement. Any maintenance and warranties in connection with a Solar Lease are from the System Owner and Buyer will look solely to the System Owner regarding the PV System, subject to the terms of the Solar Lease. If the Buyer purchases the PV System Components, then any warranties of the PV System Components are from the manufacturer.

11.3 No Seller Liability for Information. Seller has relied upon System Owner with respect to the accuracy of the PV System information set forth herein and has no liability hereunder in the event such information is inaccurate.

12. Counterparts. This Addendum shall be validly executed when signed in counterparts; 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.

13. Conflicts; Severability of Provisions. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the 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.

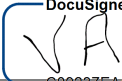
14. Contact Information. Buyer agrees to update the telephone number and other contact information provided to Seller and System Owner if that information changes and consents to System Owner using any wireless or landline telephone number, email address, or other contact information that the Buyer has 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.

15. Entire Agreement. The Agreement, with this Addendum, contains 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 Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

16. Termination. In the event the Close of Escrow occurs prior to the installation of the PV System, and such completion of the installation of the PV System does not occur within ninety (90) days from the Close of Escrow, Seller may cancel and terminate this Addendum and neither party shall have any obligations or liabilities hereunder.

[Signatures on following page]

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:

C09237EACFB842A...
Buyer - Viswanath Adapa
Date 5/15/2023


DocuSigned by:

48EDF08102624DC...
Buyer - Rama Kamala Jyothi Alekya Yenumula
Date 5/15/2023

Buyer -
Date

Buyer -
Date

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

DocuSigned by:

By
Title: Authorized Representative Laurie Vernarecci
Date Signed by Seller: 5/15/2023

ATTACHMENT TO SOLAR ENERGY SYSTEM ADDENDUM

SOLAR PAYMENT ELECTION ADDENDUM

SunStreet Solar Home Program for Detached Homes with LeasePlus Agreement 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 and Sale Agreement ("**Agreement**") dated as of the tenth day of February, 2023, between Viswanath Adapa, Rama Kamala Jyothi Alekya Yenumula (collectively, "**Buyer**") and Seller, as defined in the Agreement, regarding the Property, as defined in the Agreement consisting of residential real property located in the City/County of Tracy / San Joaquin, California.

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

2) **Solar Payment Election.** Buyer elects to:

If this box is checked, Buyer elects under Section 4 of the Solar Addendum to enter into a LeasePlus Agreement ("**Solar Lease**") and to lease the PV System Components from System Owner; or

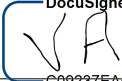
If this box is checked, Buyer elects under Section 5 of the Solar Addendum to purchase the PV System Components from System Owner in the amount of \$17,556.00 to be paid to System Owner in cash by and through the Close of Escrow.


BUYER SHALL MAKE ITS ELECTION TO EITHER (A) ENTER INTO A SOLAR LEASE, OR (B) PURCHASE THE PV SYSTEM COMPONENTS, 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 counterparts; 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 Agreement and Solar Addendum, this Election Addendum shall control. In all other respects, the Agreement and Solar Addendum shall remain in full force and effect.

5) **Entire Agreement.** The Agreement, Solar Addendum and this Election Addendum, 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 or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.


DocuSigned by:

C09237EACFB842A...
Buyer - Viswanath Adapa
Date 5/15/2023

DocuSigned by:

48EDF08102624DC...
Buyer - Rama Kamala Jyothi Alekya Yenumula
Date 5/15/2023

Buyer -
Date _____

Buyer -
Date _____

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

DocuSigned by:

446CB81277584BC...
By _____
Title: Authorized Representative Laurie Vernarecci
Date Signed by Seller: 5/15/2023