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Solar 20/20 Plan Agreement and Covenants

This Solar 20/20 Plan assures the Homeowner the following benefits:

1. No money down at closing. No maintenance costs.
2. A 20% discounted rate for 20 years (20 year term defined in Section 1(z) below).
3. The Solar 20/20 Plan and its benefits will easily transfer at resale of the Home and is not subject to approval of the buyer's credit.

This Solar 20/20 Plan informs Homeowner of the steps required to receive the solar benefits:

1. Pay monthly bill from SunStreet.
2. Provide an internet connection.
3. Cooperate with SunStreet and the Local Electric Utility to achieve interconnection of the PV System.
4. Schedule a 60 minute in-home activation appointment.

Homeowner Information

Address History: o **Current Address:** o **Prior Address:**	[CURRENT ADDRESS] 26562 Tampico Place, Mission Viejo, CA 92691 [PRIOR ADDRESS] 26562 Tampico Place, Mission Viejo, CA 92691
Homeowner Name:	**Jason Stopnitzky, Jesse Stopnitzky**
Address of Home (the "Address"):	**30470 Capetown Lane Menifee, CA 92584**
Name of Community (the "Community"):	**The Townes at Menifee Town Center**

Daytime Phone:	**(949) 701-0322**	**Evening Phone:**	**(626) 482-2381**
Email Address:	**jason@performancebrokerageservices.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)**

Summary of Terms

Estimated Placed in Service Date:	12/23/2021
Approximate System Size (in DC kW):	2.380 (which is estimated to deliver approximately 4,096 kilowatt hours during the first year of the Term; actual performance will vary based on several factors, including weather, soiling and shading).
Transfer of Ownership:	If the Unit is sold or transferred while this Agreement is still in effect, you must require the transferee to execute an agreement with the Company assuming all of your obligations under this Agreement. Otherwise you will remain responsible for the amount set forth in Section 5.03(b)(vi).
Sunstreet Rate:	The monthly SunStreet Rate for the Term of this Agreement shall be calculated (as set forth in Exhibit I) at a 20% discount from the Reference Rate, which is based on the monthly blended retail rate charged by the Local Electric Utility, including other rate-based charges by the Local Electric Utility. The SunStreet Rate is stated in dollars per kWh. Your SunStreet Rate for the first month of the Term is estimated to be $0.18561/kWh, assuming your Placed in Service Date falls in the month of December. Your SunStreet Rate may vary each month as the Local Electric Utility's rates vary from month to month **THE PAYMENT YOU OWE IS BASED ON THE SUNSTREET RATE MULTIPLIED BY THE TOTAL GENERATED ELECTRICITY, REGARDLESS OF THE AMOUNT OF ELECTRICITY YOU ACTUALLY CONSUME.** In addition to the SunStreet Rate, Homeowner will be responsible for any processing fees (for paper billing and/or non-electronic payments), and all taxes levied on the purchase or sale of electricity under this Agreement (including, potentially, state and local sales, transfer taxes on the equipment, based on the payments made hereunder) which the Company will collect from Homeowner for transmittal to the appropriate taxing authority.

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This is a legally binding agreement that secures for you the benefits provided by the PV 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 PV System. If you have any questions regarding this Agreement, please call the Customer Service Hotline specified above.

This Solar 20/20 Plan Agreement and Covenants (the "Agreement") is made as of 11/23/2021 between Jason Stopnitzky, Jesse Stopnitzky, the purchaser of the home specified above and participant in the SunStreet Solar Home Program ("you" or the "Homeowner"), and Sunnova Energy Corporation, DBA: SunStreet Energy Group, a Delaware corporation, together with its successors and assigns ("we," "us," "our" or the "Company"). This Agreement covers the sale of generated electricity from the solar photovoltaic system (the "PV System") described below by the Company to you. The PV System has been installed on the roof of your Building. This Agreement will refer to this address as the "Unit" or your "Home." This Agreement is up to fourteen (14) pages long and has up to ten (10) Exhibits. The Homeowner and the 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) "Association" means the Condominium Association for the Community

(c) "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.

(d) "Builder" means Lennar Homes of California, Inc., a California Corporation, or one of its affiliates.

(e) "Building" means the structure containing the condominium units, of which the Unit is the Home.

(f) "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.

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

(h) "Company" means Sunnova Energy Corporation, DBA: SunStreet Energy Group, a Delaware corporation, or any subsidiary thereof.

(i) "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.

(j) "Generated Electricity" means the quantity of 60-cycle alternating current (AC) electricity generated by the PV System.

(k) "Home" means the physical structure making up the Homeowner's residence at the Address. The Home is one condominium unit of the Building.

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

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

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

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

(p) "Ownership" or "Own" or "Owner" refers to, with respect to the Company or the Lender, ownership of the PV System Component Parts through a direct or indirect ownership interest.

(q) "Ownership Benefits" means Ownership of the installed PV System Component Parts, along with all associated benefits, including, but not limited to, Generated Electricity, Renewable Energy

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Incentives and all other rights, privileges, assets, qualifications (including, without limitation, status as a qualifying small power production facility (QF) under federal law), incentives, utilities regulatory products (such as capacity or ancillary services) or similar benefits related thereto.

(r) "Placed in Service Date" means the date on which the 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 first PV System in the Building where the Unit is located and connection thereof with the Local Electric Utility.

(s) "PV System" means the solar photovoltaic ("PV") system installed on the roof of the Building, as is more fully described in Exhibit II, which shall include the PV System Component Parts and the Solar Fixtures.

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

(u) "Reference Rate" shall have the meaning set forth in Exhibit I.

(v) "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 PV 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 PV System, and (iii) all other current and future financial incentives relating to the installation or Ownership of the PV 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 Home Partnership). For the avoidance of doubt, Renewable Energy Incentives do not include, and the Company is not entitled to: (I) credits or payments from the Local Electric Utility to its customers for the power generated by the PV System pursuant to the Local Electric Utility's applicable rate and rate design, as set forth in Section 2.06 or (II) incentives offered by the Local Electric Utility only to its customers, unless such incentives may be assigned by the Homeowner to a third party, in which case Homeowner agrees to assign such incentives to Company.

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

(x) "SunStreet Rate" is the rate per kilowatt hour charged to Homeowner each month for the Generated Electricity. The SunStreet Rate is calculated as set forth in Exhibit I.

(y) "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 will request from Homeowner an in-house appointment to energize the PV System. If Homeowner does not schedule such appointment within ten (10) business days after the delivery by Company to Homeowner of a written request for such appointment or if the appointment is cancelled or rescheduled and does not take place within twenty (20) business days after the delivery of such request, then the Term shall nonetheless commence no later than twenty (20) business days after the delivery of such request. The Term shall end 20 years after the Placed in Service Date of the first PV System in the Building, which may or may not be the PV System subject to this Agreement, unless this Agreement is terminated earlier pursuant to Section 2.02 or Section 5. **Please note that, if the Close of Escrow is later than the Placed in Servbice Date, the Term of this Agreement will be less than 20 years.**

(z) "Unit" means the Homeowner's Home and all surrounding property to which Homeowner holds title at, or otherwise exercises control over, the Address.

(aa) "We," "Us" and "Our" means the Company and its successors and assigns.

(bb) "You" and "Your" means each person or legal entity, jointly and individually, that signs this Agreement as the Homeowner.

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

2.01 Generated Electricity. The Company shall sell to Homeowner, and Homeowner shall purchase from the Company, all Generated Electricity (regardless of the amount of Generated Electricity actually consumed) from the PV System during the Term at the applicable SunStreet Rate calculated as provided in Exhibit I; provided, however, that if the monitoring system is inoperable for a period of time for any reason, including the Homeowner's failure to obtain or maintain working internet and electrical connections, the Company may charge the Homeowner for the estimated amount of Generated Electricity received by the Homeowner during the applicable period. In the first year of the Term, such estimated production will be based on the Company's production projections. After the first year of the Term, such estimated production will be based on the historical production of the PV System during the same period in the prior year. In order to account for the expected degradation of the PV System, in each subsequent year in which the Homeowner is charged for the estimated amount of Generated Electricity, the estimated

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production will be decreased by 0.7% from the prior year's estimated production. The actual performance of the PV System will vary from the estimated production based on several factors, including, without limitation, weather, soiling and shading.

THE COMPANY DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE PV SYSTEM FOR ANY PERIOD OR THAT HOMEOWNER WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING POWER FROM THE LOCAL ELECTRIC UTILITY.

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 cancelled 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. The Company shall invoice Homeowner monthly on such date as the Company may select, for the previous month's Generated Electricity, including all applicable taxes to be collected from Homeowner by the Company for transmittal to the appropriate taxing authority. The invoice shall specify the payment due, which shall equal (A) the product of (1) the Generated Electricity in the relevant month and (2) the SunStreet Rate for such month plus (B) any taxes or other amounts for which Homeowner is responsible under this Agreement. As provided in Sections 2.01, 2.06, and 2.07, where necessary, the Company may send an estimated invoice.

(b) Payment of Taxes. Homeowner agrees to pay any changes in the applicable taxes related to this Agreement. Any taxes collected by SunStreet from Homeowner and transmitted to the appropriate taxing authority shall not be included in the calculation of the Reference Rate.

(c) Method of Payment. [Each monthly payment shall be paid in lawful money of the United States of America by personal check or automated clearing house (ACH) transfer through such bank or financial institution as shall be approved in writing by Company, in Company's reasonable discretion, and to an account designated by Company, pursuant to an Authorization Agreement for Pre-authorized Payments, in the form attached hereto as Exhibit VII. Each monthly payment shall be due (and the ACH payment shall be initiated by Company) on the twentieth (20th) day following the date of invoice. In the event Homeowner requests paper billing and/or does not make a payment pursuant to an ACH payment, or via other electronic means, Homeowner will be charged a processing fee equal to $1.00 per paper bill/non-ACH payment, which fee may be increased at the Company's discretion from time to time. All invoices will be sent to the Homeowner by electronic mail or U.S. mail (if so requested by Homeowner and subject to the $1.00 processing fee). 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 5.04, HOMEOWNER AGREES THAT THE OBLIGATION TO PAY ALL INVOICES AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY HOMEOWNER HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS, INCLUDING BY HOMEOWNER'S HEIRS AND ESTATE AND EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.05, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REVOKE ACCEPTANCE OF THE PV SYSTEM OR TO GRANT TO ANY THIRD PARTY A SECURITY INTEREST IN OR TO THE SYSTEM OR THIS AGREEMENT.

2.04 Solar 20/20 Plan Discount Guarantee. The Company agrees to provide the Homeowner with a Discount Guarantee, which is designed to ensure that the SunStreet Rate each month is at least 20% less than the Reference Rate for such month, as more particularly set forth in Exhibit V, and which is hereby incorporated into this Agreement. THE COMPANY DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE PV SYSTEM FOR ANY PERIOD OR THAT HOMEOWNER WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING POWER FROM THE LOCAL ELECTRIC UTILITY.

2.05 Use of the PV System. Within ten (10) business days of delivery of a written request from the Company to Homeowner for a 60 minute in-home activation appointment, Homeowner shall schedule such appointment for the Company to energize the PV System and connect it with the Local Electric Utility. Homeowner is entitled to the use of any power generated by the PV System during the Term of this Agreement. The PV System is for residential use solely at the Unit. Homeowner agrees to use the PV System and any power generated by the PV System solely for personal, family or household purposes. Homeowner agrees that no electricity generated by the PV System may be used to heat a swimming pool.

2.06 Payments and Credits from the Local Electric Utility / Rate Design. If the Generated Electricity exceeds the Homeowner's use of electricity at the Unit during any Local Electric Utility calculation period during the Term of this Agreement, local law currently entitles the Homeowner to credits or payments

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from the Local Electric Utility for the Generated Electricity that is placed onto the transmission and distribution grid of the Local Electric Utility as a result of such excess. The 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 PV System. The Homeowner shall be entitled to retain all such credits or payments for its own account. The Homeowner acknowledges and understands that local law may change and the Homeowner may not be entitled to the same credits or payments from the Local Electric Utility for the Generated Electricity throughout the Term. **Regardless of Homeowner's participation in such a program, and regardless of any changes in the laws affecting rate structure applicable to Homeowner, Homeowner is responsible for purchasing all Generated Electricity from the PV System.**

2.07 Monitoring. The Company or its third party contractors has the right to monitor the PV System to collect data regarding the PV System, including generation data for assessing Generated Electricity and collection of solar energy availability data and Homeowner energy consumption data. The Company will provide and maintain monitoring equipment to measure the Generated Electricity actually produced by the PV System and may maintain monitoring equipment to measure Homeowner energy consumption data. The Company will make the data available to Homeowner on request or as otherwise required by any applicable law. The Homeowner agrees and acknowledges that: (i) the Company owns all energy production data and energy consumption data collected pursuant to this Agreement, and (ii) the Company shall be permitted to use such data as necessary in the operation of the Company's business, subject to any restrictions on use provided under applicable law. Homeowner will maintain working high-speed internet and electrical connections (including a router and available terminal) for the purposes of such ongoing monitoring and metering of the PV System and collection of data. In the event that Homeowner fails to maintain the required internet or electrical connection(s) at any time during the Term, the Company may charge the Homeowner the SunStreet Rate for an estimated amount of Generated Electricity as set forth in Section 2.01 during such period of time. Additionally, without the required internet connection or electrical connections, the Company will be unable to provide remote performance monitoring of the PV System and conduct remote troubleshooting of the PV System. The Homeowner agrees that, if at any time during the Term of this Agreement, the Homeowner does not provide the required internet connection or electrical connections, then Homeowner shall be solely responsible for notifying the Company, in writing, if the PV System is not functioning properly and acknowledges that the Company shall have no responsibility for detecting or resolving any problems with the PV System, including, without limitation, a decrease in Generated Electricity, unless notified in writing by Homeowner of such problem. The Local Electric Utility may require the installation of an additional meter that will be owned and maintained by the Local Electric Utility.

2.08 Suspended Operation. In the event the operation of the PV System is interrupted and suspended for a limited period of time either (a) by the Association acting to have the solar panels temporarily removed to enable the Association to repair or replace the roof of the Building, or (b) as the result of damage by a casualty as described in Section 3.04, Company and Homeowner agree that for such period of suspended operation, (i) the production of Generated Electricity will cease and (ii) Company invoicing of Generated Electricity will cease.

3. Warranties, Care and Maintenance.

3.01 Warranties; Maintenance. The Company will use commercially reasonable efforts to enforce all warranty terms to perform necessary corrective maintenance in accordance with the terms of the applicable manufacturers' and vendors' warranties. If necessary, Homeowner will reasonably cooperate with the Company when scheduling repairs. The Company will maintain the PV System 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 to the extent Homeowner has access to any part of the PV System. 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 PV SYSTEM OR ITS INSTALLATION, ALL OF WHICH WARRANTIES ARE HEREBY DISCLAIMED. THE FOREGOING DISCLAIMER DOES NOT, HOWEVER, LIMIT THE COMPANY'S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT.

3.02 Company Insurance. The Company shall at all times during the Term of this Agreement maintain general liability insurance with respect to the PV System.

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

3.04 Casualty Losses. If the PV System is damaged by a casualty covered by insurance maintained by

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Company, the Company will promptly repair and replace the damaged portions of the PV System as necessary to restore it to good working condition. If the PV System is damaged by a casualty not covered by insurance maintained by Company, the Company may at its option (i) repair and restore the PV System to good working condition or (ii) terminate this Agreement and remove the PV System and restore the affected portion of the Building's roof to a sound and watertight condition, and retile or otherwise restore the affected portion of the Building's roof to an architecturally consistent condition. Notwithstanding the foregoing, if the Company accepts assignment of insurance proceeds from Homeowner (as set forth in Section 3.03) for repair or restoration of the PV System, the Company shall repair and restore the PV System 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 permits the Company or its third party contractors' access to the Building for, among other things, installation, interconnection, activation, servicing, maintenance and removal of the PV System and any modifications to the PV System necessary to effect Third Party Sales (as defined in Section 5.03(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. Homeowner agrees and acknowledges that the Building is subject to the Easement, which grants certain rights to the Company including the right to cure any shading of the PV System.

Without limiting the Association's obligations and the Company's rights under the Easement, 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 Building during the Term to the extent that is within the control of Homeowner. Homeowner shall not install other landscaping, structures or improvements on or around the Building 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 net metering equipment, Homeowner will not alter, modify, enhance, remove, add or attach anything to the PV System or any individual PV System Component Parts including any monitoring or metering equipment provided by the Company (collectively "Alterations") without the Company's prior written approval. Notwithstanding the foregoing, any Alteration that is made will become part of the PV System and will become the Company's property, at the Company's sole discretion. In no event will Homeowner take any action in relation to any of the PV System Component Parts that could void or impair any warranty relating to the PV System or its installation or which might cause any damage to the PV System or which would cause the PV System not to operate as intended at the Home. **HOMEOWNER WILL NOT, AND WILL NOT PERMIT ANY OTHER PERSON TO, (OTHER THAN THE ASSOCIATION, AND SUBJECT TO THE EASEMENT) TOUCH OR TAMPER IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH ANY PART OF THE PV 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 PV System by Homeowner. Except as otherwise permitted by this Agreement, Homeowner agrees that the PV System will not be removed and will at all times be kept and used at the Building.

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

3.09 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 requests from Company relating to the PV System, including, without limitation, documents relating to interconnection and activation of the PV System, and documents relating to any Renewable Energy Incentives.

4. Ownership of PV System Component Parts and Ownership Benefits.

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

4.02 Solar Fixtures. The Association, which owns fee title to the roof of the Building, owns the Solar Fixtures.

4.03 Ownership Benefits and Renewable Energy Incentives. At the request of the Company, Homeowner shall execute and deliver any application, agreement or other document(s) as may be necessary for the 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, the Company shall transfer any environmental attributes (including tax credits, offsets, allowances, certificates and other such rights) allocable to the PV System or energy produced thereby to the Local Electric Utility as and to the extent necessary to permit Homeowner's participation in a metering arrangement with such Local Electric Utility as described in Section 2.06, or as otherwise required by the Local Electric Utility.

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If applicable to the Community, as a result of the Renewable Energy Incentives retained by Company in connection with its ownership of the PV System (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: (1) no down payment to enter into this Agreement; (2) reduced ongoing monthly payments (by discount to the stated Reference Rate); (3) no annual automatic increase in SunStreet Rate; (4) no cost for solar system monitoring (including mobile device accessibility); (5) no cost for regular maintenance of the PV System (including cleaning, servicing, and/or repairs); (6) no payment for insurance of PV System; and (7) no transfer fee to assign this Agreement to a subsequent homebuyer. . If the Company has or will apply for any rebates under the California Energy Commission's New Solar Home Partnership, the estimated amount of such rebate is set forth on Exhibit IX.

In the event the PV System is removed from the Building prior to the end of the Term, only the Company (not Homeowner) shall be responsible for the repayment of any Renewable Energy Incentives received by the Company that may be required by the applicable authority that granted such Renewable Energy Incentives. Notwithstanding the foregoing, in the event such removal of the PV System prior to the end of the Term is due to a Homeowner Event of Default, then, in addition to any other remedies available to Company hereunder, Homeowner shall reimburse the Company for the amount of any repayment of Renewable Energy Incentives that are due by the Company as a result of such removal (as set forth in Section 5.03(b)(v)).

Without the prior written consent of the 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, etc. To the fullest extent permitted by law, the Homeowner agrees to keep the PV System Component Parts free of any liens and other encumbrances. Homeowner agrees that the PV System Component Parts may be marked and identified as property of the Company. Homeowner may not change, remove, or alter any of these markings or identifications.

5. Rights and Obligations Upon Sale of the Home and Termination of the Agreement.

5.01 Sale or Lease of the Home. If the Unit is voluntarily (or involuntarily) transferred during the Term, then, if Homeowner is not in breach of this Agreement Homeowner will have the right to have the transferee assume the Homeowner's obligations under this Agreement, by giving the Company at least fifteen (15) days, but not more than three (3) months' prior written notice and cooperating with the Company to cause the transferee to execute a written assignment of this Agreement. Otherwise, the Homeowner will remain responsible for Homeowner's obligations under this Agreement after the sale of the Home. In the event of a foreclosure or threat of foreclosure where the Unit is 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 the Company; (ii) enter into an agreement with the Company, under terms no less favorable than this Agreement; or (iii) terminate this Agreement.

(a) Written Assignment. If this Agreement is transferred to the transferee of the Home, the Homeowner, the transferee and the Company shall execute a written assignment of this Agreement. If the Unit is sold and the transferee has not executed the assignment of this Agreement, the Homeowner shall be considered to be in default under Section 5.03(a)(ii) and shall pay the remaining amounts calculated as set forth under Section 5.03(b)(v). EXCEPT IN CONNECTION WITH A SALE OF THE UNIT, DURING THE TERM OF THIS AGREEMENT, HOMEOWNER WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER ITS INTEREST IN THIS AGREEMENT WITHOUT THE 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 the Homeowner's tenants to comply with all applicable provisions of this Agreement. BECAUSE THE AMOUNTS DUE HEREUNDER ARE BASED ON THE AMOUNT OF ENERGY THE PV SYSTEM GENERATES, REGARDLESS OF THE AMOUNT THAT IS CONSUMED, THE HOMEOWNER WILL BE INVOICED (AND RESPONSIBLE TO PAY) FOR THE ENERGY GENERATED, EVEN IF THE HOME IS VACANT. Homeowner will receive the Company invoices directly and acknowledges that Company shall have no obligation to contact Homeowner's tenant for any reason.

5.02 Removal at the End of Term. At the end of the Term of this Agreement, the Company shall have the first right to remove and dispose of the roof-top PV System Component Parts from the Building(s), and to restore the affected portion of the roof of such Building(s) to a sound, watertight and architecturally-consistent condition, pursuant to all the removal, disposal and restoration terms stated in Section 9 of the Easement. The Association shall pay the cost of such removal, disposal and restoration from funds reserved by the Association for that purpose pursuant to the terms of the Easement.

5.03 Termination due to 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:

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(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 5.03(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 the Company to permit the interconnection and activation of the PV System, pursuant to Section 2.05, if such failure is not remedied within thirty (30) calendar days after written notice;

(iv) Homeowner denies the Company or its third party contractors access to the Building as necessary under the terms of this Agreement or violates the terms of the Easement 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 the Company's prior written consent;

(vi) Homeowner Bankruptcy; or

(vii) Homeowner damages or otherwise acts negligently or with willful misconduct regarding the PV System or any other property or right of the Company (including, without limitation, any monitoring and metering equipment), including breach of Sections 3.06 (No Alteration), 3.07 (No Removal of PV System) and 3.08 (Duty to Notify).

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

(i) suspend its performance under this Agreement until the Homeowner Event of Default has been cured;

(ii) terminate this Agreement and Homeowner's right to use the PV System and the power generated therefrom and report such non-operational status of the PV System to the Local Electric Utility and report that the Homeowner is no longer producing;

(iii) leave the PV System in place on the Building, but deny Homeowner access to and use of the Generated Electricity, which may be redirected and sold to third parties, if permitted by law, for the Company's account (including to the Local Electric Utility) in the Company's sole discretion ("Third Party Sales"), in which case the Homeowner will not be charged for any Generated Electricity sold to such third party;

(iv) at Homeowner's expense, remove the PV System Component Parts from the Building and retile or otherwise restore the affected portion of the roof to a sound and watertight condition; provided, however, that all Solar Fixtures will remain on the Building;

(v) 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 specific performance; and/or

(vi) in addition to all other available remedies (including for the avoidance of doubt recovery of all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing), recover as liquidated damages and not as a penalty, the remaining payments due under this Agreement (assuming future output is the same as past output adjusted for expected panel degradation), plus the value of any Renewable Energy Incentives lost or recaptured as a result of the Homeowner Event of Default, less any amounts the Company recovers or reasonably expects to recover from any Third Party Sales (if applicable). The Company will provide you with calculation(s) of its measure of damages.

The Parties acknowledge and agree that (A) the amounts set forth in this Section 5.03(b)(vi) are agreed upon because of the difficulty of ascertaining the exact amount of losses and damages, (B) such amounts are a reasonable estimate of such losses and damages as of the date hereof and (C) such amounts are not a penalty.

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

5.04 Termination due to the Company's Default.

(a) Company Events of Default. A "Company Event of Default" shall mean, the Company (or Lender (as defined in Section 6.07), in its sole discretion, on the Company's behalf) fails to perform any material obligation set forth in this Agreement (which includes any negative obligations

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undertaken by the Company hereunder) within thirty (30) calendar days after written notice by the Homeowner to the Company of such failure; *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, the Homeowner may:

(i) terminate this Agreement and/or

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

Notwithstanding the foregoing but only if (i) a Company Event of Default is caused by events beyond the control of the Company (for example, by governmental action, acts of nature, lawful shading by others, etc.), and (ii) after termination of this Agreement the Company removes from the Building and disposes of the roof-top PV System Component Parts, and restores the affected portion of of the roof of such Building to a sound, watertight and architecturally-consistent condition, then the Homeowner shall have no right to claim damages as a result of the termination of this Agreement, and the Homeowner shall release and forever hold the Company harmless from and against any damages resulting from the Company Event of Default, except for any damages to the Home resulting from the removal of the PV System, whether by the Company or by Homeowner, but excepting therefrom any damages caused by the Homeowner's negligence.

5.05 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, THE COMPANY HAS MADE NO OTHER EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE PV SYSTEM, ITS OPERATION OR ITS POTENTIAL OPERATIONAL RESULTS. TO THE EXTENT PERMITTED BY CALIFORNIA LAW, 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, (other than Company), 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 PV System or to Company's obligations under this Agreement.

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

6.04 Contractors. The Company may use third party contractors to design, install, operate, maintain, or repair the PV System and to perform any other duties under this Agreement, including collecting meter data on the Generated Electricity 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 Unit is located, without reference to any conflicts of law principles. 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 20/20 Plan Agreement and Covenants, or their relationship, pursuant to the provisions set forth in Exhibit VIII.

6.07 Lender Accommodations. Homeowner acknowledges that the Company may finance the

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development, installation, acquisition, operation and/or maintenance of the PV System Component Parts 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 the 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 PV System Component Parts (collectively, the "Lender's Security Interest"). In order to facilitate such financing or other accommodations, Homeowner agrees as follows:

(a) Consent to Lender's Security Interest. Homeowner consents to the 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 PV System Component Parts subject to Homeowner's rights under this Agreement. In that case, Homeowner will attorn to and recognize the Lender as the new Owner of the PV System Component Parts 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 the Ownership of the PV System Component Parts remains in the Company, that the PV System Component Parts are the personal property of the Company and that the 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; and

(c) Further Assurances. At the request of the Lender (or the 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 the 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 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.
.
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 the Company (and/or anyone acting on the Company's behalf) using any wireless or wireline telephone number, email address, or other contact information that the 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 the 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 PV 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 the Company, and acts of God such as storms, 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 the 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

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Removal of PV System by Homeowner), Section 4.01 (PV System), Section 4.02 (Solar Fixtures), Section 4.03 (Ownership Benefits and Renewable Energy Incentives), Section 4.04 (No Liens, etc.), Section 5.04(b) (Remedies for Homeowner Default), 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. Homeowner agrees to and acknowledges a "Notice of an Independent Solar Energy Producer Contract" in the form of Exhibit IV as required by California Public Utilities Code Section 2869 will be executed by the Company and authorizes the Company to record the Notice in the Official Records of the county in which the Unit is located, together with any other document reasonably required by the 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 reviewed Company's Privacy Policy Notice attached hereto as Exhibit X ("Privacy Policy Notice") and Homeowner accepts the Privacy Policy Notice. Homeowner further acknowledges that the Privacy Policy Notice is subject to amendment and modification from time to time.

[Signatures on the following page]

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AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORT

BY MY INITIALS BELOW, I AUTHORIZE SUNNOVA ENERGY CORPORATION, DBA: SUNSTREET ENERGY GROUP, 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.

DS JS DS JS
HOMEBUYER'S INITIALS

DS EG as attorney in fact
COMPANY'S INITIALS

IN WITNESS WHEREOF, the Parties have caused this Solar 20/20 Plan Agreement and Covenants 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, the Company agrees to the terms and conditions of this agreement.

Sunnova Energy Corporation, DBA:
SunStreet Energy Group,
a Delaware corporation

DocuSigned by:
Elizabeth Gherardi, as attorney-in-fact
F3C39D68ABFA413...
SunStreet Representative - Elizabeth Gherardi, as attorney-in-fact

Date 9/28/2021

HOMEOWNER SIGNATURE: HOMEOWNER AGREES TO AND IS AWARE OF ALL THE PROVISIONS ON PAGES 1 THROUGH 14 OF THIS AGREEMENT. HOMEOWNER HAS READ PAGES 1 THROUGH 14 OF THIS AGREEMENT AS WELL AS EXHIBITS I - X ATTACHED TO THIS AGREEMENT AND ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS AGREEMENT

DocuSigned by:
Jason Stopnitzky
239B32612515401...
Homeowner - Jason Stopnitzky

Date 9/28/2021

DocuSigned by:
Jesse Stopnitzky
AD09F900FA7942D...
Homeowner - Jesse Stopnitzky

Date 9/28/2021

Homeowner -

Date

Homeowner -

Date

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Exhibit I
SunStreet Rate

The SunStreet Rate for each month of the Term will be twenty percent (20%) **less** than the Reference Rate (defined below).

SunStreet Rate = Reference Rate - (Reference Rate x 20%)

The "**Reference Rate**"is a blended rate per kilowatt hour (kWh) for each month, calculated based on the rates charged by the Homeowner's Local Electric Utility, using an estimate of Homeowner's electricity consumption or, at Company's discretion, Homeowner's actual electricity consumption if available, during such month. The Reference Rate is based on: (i) the Local Electric Utility's filed base tariff rate (or tiered rate structure, if any), taking into consideration any seasonal adjustments (but **not** any "time of use" tariffs or any other similar type of customer election) (the "**Utility Rate**"), (ii) all other energy charges imposed by the Local Electric Utility, whether on a per kWh basis or, as determined by Company, a fixed dollar amount ("**Other Charges**"), (iii) the tax rates charged by the Local Electric Utility, if any, and (iv) the consumption of energy by a home with the same floor plan in the Community as the Home during the applicable month, as determined by the Consumption Analysis (defined below) or, at Company's discretion, the actual consumption of energy by the Home during the applicable month, if available.

The Company has engaged an independent third party to perform a "**Consumption Analysis**" for a home of the same size and with the same floor plan in the Community as the Home, to determine the Homeowner's estimated electricity consumption for each calendar month (the "**Estimated Energy Consumption**").

The Reference Rate for each month is calculated by multiplying the appropriate Utility Rate and Other Charges each month by the Estimated Energy Consumption or, at Company's discretion, the actual energy consumption of the Home if available, for such month, and adding any taxes charged by the Local Electric Utility, then dividing that sum by the Estimated Energy Consumption or actual energy consumption, as applicable. **NOTE: BECAUSE THE REFERENCE RATE IS A BLENDED RATE BASED ON THE UTILITY RATE AND ITS OTHER CHARGES AND TAXES, THE REFERENCE RATE MAY ALSO CHANGE IF THE UTILITY RATE OR ITS OTHER CHARGES AND TAXES CHANGE OR IF YOUR ESTIMATED OR ACTUAL CONSUMPTION CHANGES, AS APPLICABLE.**

In the event the Reference Rate is incorrect due to an error in the Utility Rates or Other Charges obtained by Company, Company shall correct the Reference Rate upon notification and confirmation of such error and shall provide a credit to Homeowner against future invoices from the Company in the amount of any past overpayments by Homeowner due to such error. **The Company's liability for such errors shall be limited to the amount of such credit and, provided such credit is issued, the Company shall not be deemed to be in default for purposes of Section 5.05 of the Agreement.**

The Reference Rate is based on the standard Utility Rates and Other Charges charged by the Local Electric Utility and does not take into account certain special rates that may be charged to certain utility customers.

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Exhibit II

A. PV SYSTEM PARTS LIST

- Solar Panels and hardware
- Racking system rails and hardware

inverters and/or module-level power electronics (including microinverters) that convert DC electricity generated by the Solar Array to AC electricity for home use and rooftop wiring

- 'L' bracket from standoff
- Junction boxes if attached to racking

B. SOLAR FIXTURES

- Roof top junction boxes if attached to roof
- All rough electrical conductors below roof line
- Standoffs
- Cap electrical conduits into attic

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Exhibit III

Form of Easement

RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:

LENNAR
Attn: _____
[COLORADO ADDRESS]

_____

(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 _____, 20_____, by Lennar Homes of California, Inc., a California Corporation ("**Builder**") for the benefit of Sunnova Energy Corporation, DBA: SunStreet Energy Group, 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, as of the date of this Grant, owned by Builder. The Property consists of the certain common area and improvements to be owned in fee title or by easement and maintained by the homeowners association (the "**Association**") for the residential community ("**Community**") in which the Property is located. The common area is or will be improved with one or more structures each containing Condominium Units ("**Units**") for the use of residents (each structure, a "**Building**"). The Property in which the Building(s) are located represents a single development phase that is a portion of the Community. Builder and each successive owner of the Property (to include the Association) are referred to collectively as "**Grantors**" and individually as "**Grantor**" in this Grant.

Equipment Defined. There has previously been installed, or there will hereafter be installed, on each Building within the Property, a rooftop solar electric generating system designed to deliver electric power to each Building, which system may include, without limitation, photovoltaic roof tiles, modular solar energy panels or laminates (collectively, the "**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' brackets from "standoff" risers, junction boxes if attached to racking, trunk cables and other roof-top electrical wiring, all related hardware, a solar energy monitoring system that may require the Grantor to have an internet connection and a router with an available port, and other equipment and appurtenances relating to solar electric power generation and delivery (collectively, the "**Equipment**"); provided, however, that Equipment shall not include: roof top junction boxes attached to roof, all rough electrical conductors below roof line, "standoff" risers, and electrical conduits into attic, all of which are fixtures to the Building 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. The roof-top Equipment shall be installed on or over roofing material on each Building that has a roofing manufacturer's written limited warranty against manufacturing defects, with a warranty term that exceeds the defined Term of the Solar Agreement (described in Section 8 below).

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 each Building within the Property, including all air rights within that volume of space above the Property, 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 each Building, 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.

Shading Restrictions. Grantor shall not permit any trees, other landscaping, structures or other objects (each, an "**Obstruction**") to be installed or maintained within the Community 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 Buildings, the Property may not be large enough to accommodate (i) the planting of medium or large trees in any yards of the Property, (ii) the construction of upper-floor additions or roof-top structures on the Buildings, and (iii) the growth of some trees to mature height on the Property. Further, all Buildings in the Community may not be subject to a prohibition against shading Solar Arrays, which means that any Solar Array could be compromised by a neighboring Building, rendering such Solar Array ineffective or less effective.

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

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Access. An access easement and right-of-way over, above and across the Property, and upon each Building now or hereafter constructed thereon, for the purpose of exercising any rights granted, or performing any obligations assigned, to Grantee pursuant to this Grant;

Installation and Removal. An easement and right-of-way to use all or such portion of the rooftop of each Building as Grantee may desire 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 panels and other Equipment, together with the right to make such penetrations in each Building as may be necessary or desirable in connection with the exercise of such easement rights;

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 Building where the electrical energy is to be delivered to the electric grid operated by the local utility under interconnection agreements with such utility, (ii) the electrical system of each Building, or (iii) telecommunication lines, in each case together with the right to access and use such portions of each Building, and to make such penetrations into each Building, as are necessary or desirable in connection with the exercise of such rights or the removal of any Equipment; and

Elimination of Shading. An easement to eliminate the shading of any Solar Array as set forth herein. If Grantor's use or maintenance of 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 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 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, vines, ivy or other vegetation affecting each Building, and as expressly granted to Grantee in any other applicable Solar Agreement. Grantee shall have the right to recover from Grantor Grantee's actual costs to enforce the shading restrictions and to cure such violation.

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.

Grantor Use. Builder reserves to itself and to each successor Grantor the right to use such portions of the rooftop of each Building, as originally designed by Builder, as are necessary and appropriate for utility and other installations and equipment to serve individual Units; provided, however, that Grantor may not use or occupy the rooftop in any manner that interferes with or obstructs (i) Grantee's use of the rooftop 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).

Grantee Use and Indemnity. Grantee covenants and agrees that it shall (i) indemnify and hold harmless Grantor from any damage to property, injury to persons or other loss or liability incurred by Grantor, in each case to the extent caused by the negligence or willful misconduct of Grantee in the exercise of Grantee's rights under this Grant, and (ii) deliver to the Association and, if applicable, each Unit in any Building affected by such entry, notice of entry by Grantee upon the Property and each affected Unit, if any, not less than twenty-four (24) hours prior to such entry (a) by written instrument delivered to the Association and each affected Unit, or (b) by telephone, facsimile or email communication if actually received by the intended Association and affected-Unit recipients; provided that less than twenty-four (24) hours notice may be given to the Association and, if applicable, to any affected Unit, in urgent circumstances in order to address unsafe conditions or imminent risks to persons or property.

Effect of Solar Agreement. If Grantee has entered into, or hereafter enters into, a power purchase agreement, lease or similar agreement for the Equipment ("Solar Agreement") with Grantor or Unit owners, then during such time as such 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).

Termination of Easement.

Termination and Release. This Grant will remain in effect for the Property until the last date that (i) all Solar Agreements affecting the Units in the Property are terminated, (ii) the Equipment installed on each Building is permanently removed from the Property as provided below, and (iii) Grantee confirms in writing to Grantor that such removal is permanent, except that this Grant shall automatically terminate without such written confirmation of Grantee if the full 20-year Term of each of said Solar Agreements has ended as described in the definition of "Term" in the Solar Agreements. Upon written request by Grantor, Grantee shall, within sixty (60) days after the termination of this Grant as to the Property, prepare

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and record against the Property 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.

Removal, Disposal and Restoration. At the termination of this Grant, Grantee shall remove and dispose of the roof-top Equipment from the subject Building(s) and restore the affected portion of the roof of the Building(s) to a sound and watertight condition that is architecturally-consistent with the then-existing condition of the Building's roof, at Grantee's cost, following Grantee's receipt of written notice from Grantor (the Association) 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 of removal, disposal and restoration, 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.

Ownership of Equipment. Grantor hereby acknowledges, agrees and certifies that, notwithstanding the fact that the Equipment may now or hereafter be located upon or attached to each Building or any portion thereof, the Equipment shall at all times constitute and remain personal property owned exclusively by Grantee, and shall not be a part of any Building 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).

Other Interests and Rights in Equipment.

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 Building. 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. 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 Property, 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 the Building, 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.

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 Building. 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.

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 Unit is threatened or occurs, and both (i) ownership of such Unit is transferred to a lender or mortgagee or any other person or entity exercising the rights of a "mortgagee in possession" of such Unit (a "**MIP**"), and (ii) any Solar Agreement relating to such Unit ("**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

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

(f) Temporary Removals. If Grantor desires to make any repairs or improvements to a Building within the Property that requires the temporary removal of the Equipment, that could interfere with the performance or operation of the Equipment, or that might cause any damage to the Equipment (including, without limitation, repair of the roof or any structure on the Building on which the Equipment is installed), Grantor will give Grantee at least ten (10) days prior written notice. In response to such notice, Grantee or its third party contractors will provide Grantor with an estimate of the cost of the work to remove and secure the Equipment prior to commencement of the repair or improvement, and to replace the Equipment after the repair or improvements have been completed. If Grantor elects to proceed with repair or improvement to the Building, it shall so notify Grantee. Grantee shall promptly perform the work of removing, securing, storing, and then replacing, the Equipment. Grantor will reimburse Grantee for all reasonable costs of such work and for any damage thereto not caused by Grantee or its agents. Equipment may not be removed from a Building without the prior written consent of Grantee.

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

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 a Unit, made in good faith and for value, that encumbers or conveys any portion of the Unit 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 Unit, 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 Unit so long as Grantee remains the owner of the Equipment.

Binding Effect; Assignment. This Grant is binding upon Grantor and Grantee and their respective successors and assigns, and shall encumber and burden the Units within each Building on the Property, run with the land, survive any transfer of the Units, Buildings and Property, be enforceable against successive owners, mortgagees and other encumbrancers of the Units, Buildings and 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 Units, Buildings and 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.

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 Building in the Property. When a Grantor ceases to own an interest in a Building, 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.

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]

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[Signature Page to Grant of Easements for Solar Energy Equipment]

GRANTOR:
Lennar Homes of California, Inc., a California Corporation,
a _____

By: _____
_____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 20_____, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

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[Signature Page to Grant of Easements for Solar Energy Equipment]

GRANTEE:

Sunnova Energy Corporation, DBA:

a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 20_____,

by _____ as _____ of

_____, a _____.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

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Exhibit A
to
Grant of Easements for Solar Energy Equipment

LEGAL DESCRIPTION OF THE PROPERTY

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Exhibit IV

Form of Notice of An Independent Solar Energy Producer Contract

Recording Requested By and
When Recorded Mail to:

[_____]
[address]
[city, state, zip]

_____

(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, dated as of _, _____, is executed by Sunnova Energy Corporation, DBA: SunStreet Energy Group, a Delaware corporation ("**Company**").

1. This Notice pertains to real property ("**Served Property**") that is served by or uses electricity that is generated by a solar energy system located on other real property ("**Generating Property**") adjacent to the Served Property. The address of the Served Property is 30470 Capetown Lane, Menifee, CA 92584, and it is or will be owned by Homeowner. The address of the Generating Property is30470 Capetown Lane, Menifee, CA 92584, and it is or will be owned and/or managed by _____ _____ ("**Association**"). The Served Property and the Generating Property are described on **Exhibit "A"** attached hereto.

2. The Assessor's Parcel Number of the Served Property is: . The Assessor's Parcel Number of the Generating Property is: .

3. Company is an Independent Solar Energy Producer who may be contacted at:

Name: SunStreet Energy Group
Address: 790 NW 107th Avenue, Third Floor, Miami, Fl. 33172
Telephone: (305) 229-6609

4. Company owns and holds title to the solar energy system component parts as more fully described in **Exhibit "B"** attached hereto ("**PV System**") installed on the rooftop of the Building (as such term is defined in the Agreement defined below) in which is located the Served Property. Company has contracted with Homeowner for Homeowner's purchase of all of the generated electricity from the PV System, pursuant to the LeasePlus Agreement dated _____, 20__ ("**Agreement**" or "**Contract**"). The term of the Agreement is twenty (20) years from the Placed in Service Date (as such term is defined in the Agreement) of the PV System (unless terminated earlier pursuant to the terms of the Agreement).

5. Upon the occurrence of a default by Company under the Agreement, Homeowner may (a) terminate the Agreement, 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) terminate the Agreement and the Homeowner's rights to use the PV System and the power it generates, and report the termination to the Local Electric Utility, (c) leave the PV System in place but deny Homeowner use of the generated power, (d) exercise any other remedies available at law or equity, and/or (e) 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 default, all as described in the Agreement.

7. If Homeowner sells the Served Property, Homeowner must enter into an agreement with the buyer of the Served Property to assume all of Homeowner's obligations under the Agreement in accordance with

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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 foreclosure of the Served Property is threatened or occurs, and both (a) ownership of the Served Property is transferred to a lender or mortgagee or 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 purchase electrical energy and to transfer the Agreement to any purchaser of the Served Property on the same terms and conditions.

9. This instrument 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.

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

11. 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.

[SIGNATURES TO NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT ON NEXT PAGE]

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

COMPANY:

Sunnova Energy Corporation, DBA:
SunStreet Energy Group,
a Delaware corporation

_____
Signature:

_____
Name:

_____
Title:

STATE OF CALIFORNIA

COUNTY OF _____

)
) ss.
)

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: _____
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Served Property:

Real property described as follows:

30470 Capetown Lane, Menifee, CA 92584

The Generating Property:

Real property described as follows:

30470 Capetown Lane, Menifee, CA 92584

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Exhibit V

SOLAR 20/20 PLAN™ DISCOUNT GUARANTEE

This Solar 20/20 Plan Discount Guarantee (the "**Guarantee**") is provided to you as a customer of Sunnova Energy Corporation, DBA: SunStreet Energy Group, a Delaware corporation ("**SunStreet**") to guarantee the 20% discount from the Reference Rate used to calculate the SunStreet Rate under your Solar 20/20 Plan Agreement and Covenants (the "**Agreement**"). All undefined capitalized terms used herein shall have the meaning set forth for such terms in the Agreement.

Under the terms of your Agreement, you have agreed to purchase from SunStreet all of the electric energy generated by the solar system installed on the roof of your home (the "**System**"), regardless of how much of this electric energy you consume and how much is sold by you to your local utility. The SunStreet Rate that SunStreet will charge you each month for the actual electric energy generated by the System will be a rate equal to twenty percent (20%) **less** than the Reference Rate (defined below) for such month. **BECAUSE THE SUNSTREET RATE IS BASED ON A DISCOUNT OFF OF THE REFERENCE RATE, THE SUNSTREET RATE WILL CHANGE IF THE REFERENCE RATE CHANGES.**

The "**Reference Rate**" is a blended rate per kilowatt hour (kWh) for each month calculated based on the rates charged by your local utility, but using an estimate of your electricity consumption or, at Company's discretion, your actual electricity consumption, if available, during such month to calculate such rate. The Reference Rate is based on: (i) your local utility's filed base tariff rate (or tiered rate structure, if any) taking into consideration any seasonal adjustments (but **not** any "time of use" tariffs or any other similar type of customer election) (the "**Utility Rate**"), (ii) all other energy charges imposed by your local utility, whether on a per kWh basis or as, determined by Company, a fixed dollar amount ("**Other Charges**") (iii) the tax rates charged by your local utility, if any, and (iv) the consumption of energy by a home with the same floor plan in the Community as your Home during the applicable month, as determined by the Consumption Analysis (defined below) or, at Company's discretion, the actual consumption of energy by your Home, if available, during the applicable month. SunStreet will update the Utility Rate, Other Charges and any taxes annually or as filed and changed by your local utility. Your Reference Rate will be updated accordingly upon any such change. **THIS UPDATE COULD RESULT IN A CHANGE TO THE REFERENCE RATE. IF THE REFERENCE RATE DECREASES AND SUBSEQUENTLY INCREASES, THE SUNSTREET RATE WILL LIKEWISE DECREASE AND INCREASE.**

SunStreet has engaged an independent third party to perform a "**Consumption Analysis**" for a home of the same size and with the same floor plan in your Community as your home, to determine your estimated electricity consumption for each calendar month (your "**Estimated Energy Consumption**"). The Reference Rate is calculated by multiplying the appropriate Utility Rate and Other Charges each month by the Estimated Energy Consumption for such month, and adding any taxes charged by your local utility, then dividing that amount by the Estimated Energy Consumption. The Reference Rate is then discounted by 20% to determine the SunStreet Rate.

To the extent SunStreet is not using the actual electricity consumption of your Home to calculate the Reference Rate, each year, you may request that SunStreet review the SunStreet Rate being charged to you to ensure that the Reference Rate on which the SunStreet Rate is based is correct based on your actual consumption history by providing, within 30 days of each anniversary date of the later of (i) the date on which your System was Placed in Service, or (ii) the date of your Close of Escrow on your home, the unaltered invoices you have received from your local utility for your home during the prior 12 consecutive months. SunStreet will recalculate your Reference Rate (up or down) using your actual consumption within 30 days of SunStreet's receipt of such invoices and adjust your Reference Rate for each month going forward. In addition, in the event you paid a greater amount to SunStreet during the prior 12 month period, SunStreet will provide you with a credit against your future SunStreet invoices in the amount of such overpayment. You may request that we recalculate your Reference Rate no more than once every 12 months during the term of the Agreement. At the end of each twelve (12) month term, the Estimated Energy Consumption will again be used to calculate the Reference Rate unless you again submit the prior year's invoices from your local utility as set forth above. The Estimated Energy Consumption will also be used to calculate the Reference Rate upon a transfer of the Unit and assignment of this Agreement from you to the transferee of the Unit.

YOUR LOWER ACTUAL CONSUMPTION MAY NOT AFFECT YOUR REFERENCE RATE. If your local utility's rate structure is not tiered (it does not provide different rates for different levels of consumption) or if the tiered rate structure is such that your actual energy consumption and the Estimated Energy Consumption set forth in your Consumption Analysis fall into the same "tier," your Reference Rate may not change.

YOUR SUNSTREET RATE MAY INCREASE AS A RESULT OF YOUR REQUEST. Your actual energy consumption level may be greater than the Estimated Energy Consumption level set forth in your Consumption Analysis and consequently, your Reference Rate could increase as a result of your request, which could increase your SunStreet Rate.

Please visit our website at www.sunstreet.com to download our "Solar 20/20 Plan Guarantee Request Form" which must be completed and submitted with your utility's invoices.

This Guarantee requires that you must be the owner-occupant of the home on which the System was

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installed and such home must be your primary residence. The Reference Rate is based on the standard Utility Rates and Other Charges, and any taxes charged by your local utility and does not take into account any special rates that may be charged to seniors, military personnel or other similar discounted rates.

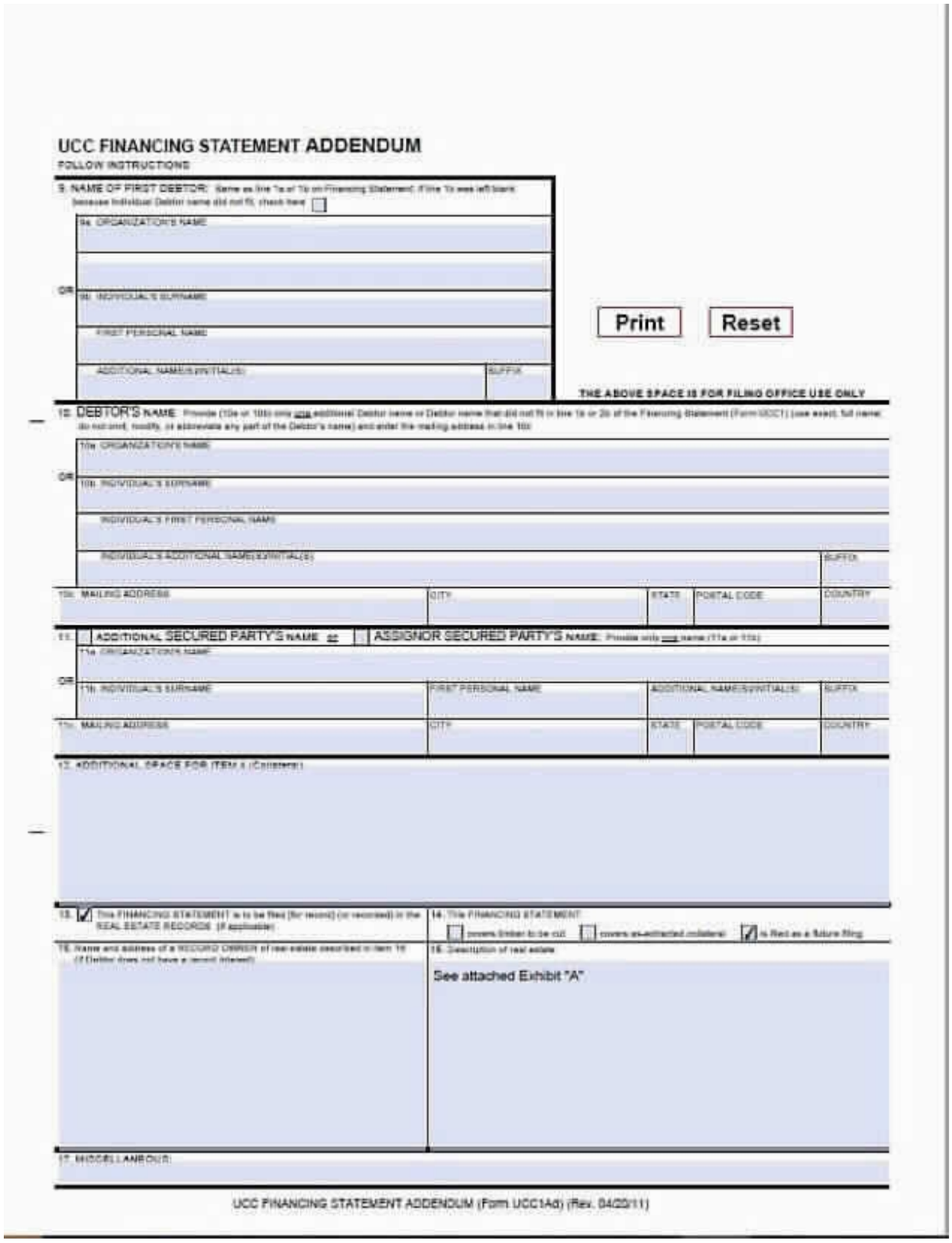
SUNSTREET'S LIABILITY TO YOU HEREUNDER IS LIMITED TO ANY POTENTIAL CREDIT THAT MAY BE OWED BY SUNSTREET ON FUTURE INVOICES, AS SET FORTH HEREIN ONLY. IN NO EVENT WILL SUNSTREET BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, EXPECTATION, SPECIAL OR INDIRECT DAMAGES.

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Exhibit VI

Form of UCC-1 Financing Statement

(attached)



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 1a 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:

UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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Exhibit VII

Form of Authorization Agreement for Pre-Authorized Payments

To facilitate the payments that are due under the Solar 20/20 Plan Agreement and Covenants (the "**Solar Agreement**") between SunStreet Energy Group, LLC (hereinafter referred to as "**SunStreet**"), and _____ (hereinafter referred to as "**Customer**"), Customer hereby authorizes SunStreet and its agents and designees to initiate, as set forth below, ("**Authorization Agreement**"), debit and/or credit entries through the Automated Clearinghouse System from the bank account indicated below, and Customer hereby authorizes the depositing financial institution named below (hereinafter referred to as the "**Bank**"), to enter such debits or credits to such account.

Bank Name: _____
Routing No.: _____
Account No.: _____
Account Type (Checking/Savings): _____

Please attach a copy of a voided check below for the above account.

Customer understands and agrees that SunStreet and/or its agents or designees will process debit entries to the above referenced account on or after the date on which payment from you to SunStreet is due under the terms of the Solar Agreement each month, as set forth in SunStreet's monthly invoice (the "**SunStreet Bill**"). The amount of each debit entry will be the amount then due under the Solar Agreement (as adjusted to account for any prior credits or errors) and any other sum due and payable to SunStreet pursuant to the Solar Agreement, all as set forth on the SunStreet Bill.

Customer agrees that, in addition to any agent or designee of SunStreet, SunStreet may assign the Solar Agreement as set forth therein and that the assignee may then initiate debit entries per this Authorization Agreement.

Customer hereby personally represents and warrants to SunStreet that all persons whose signatures are required to withdraw funds from the above referenced account have executed this Authorization Agreement and that all information on this Authorization Agreement is true and complete.

Customer hereby acknowledges that it has received a copy of this Authorization Agreement for its records.

Customer understands and agrees that this Authorization Agreement will remain in effect until Customer cancels it in writing, and Customer agrees to notify SunStreet in writing of any changes to Customer's account information or termination of this Authorization Agreement at least 15 days prior to the next SunStreet Bill date. The termination of this Authorization Agreement does not terminate the fully enforceable Solar Agreement or Customer's obligation to make the required payments thereunder.

Customer understands that because this is an electronic transaction, Customer's funds may be withdrawn from Customer's account as soon as payment is due pursuant to the SunStreet Bill. In the case of a transfer hereunder being rejected for insufficient funds, Customer's payment will be deemed delinquent and will accrue interest until paid in full, as set forth in the Solar Agreement.

_____ _____
Customer Signature(s):
Date _____ _____

_____

Attach a voided copy of check to this section

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Exhibit VIII

Dispute Resolution Procedure

The Parties hereby agree to abide by the following provisions in the event any dispute arises under this Solar 20/20 Plan Agreement and Covenants:

(a) BINDING ARBITRATION OF DISPUTES. 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. HOMEOWNER SHALL NOT HAVE THE RIGHT TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE OF A CLASS IN A CLASS ACTION RELATED TO ANY DISPUTE. 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.

(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 VIII SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTIONS OF THIS EXHIBIT VIII. 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 VIII; 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 ARBITRATION. UNLESS OTHERWISE RECOVERABLE BY LAW OR STATUTE, EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES, INCLUDING ATTORNEYS'

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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.

(f) ARBITRATION RULES. HOMEOWNER 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.

(g) 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 VIII, THE PARTIES SHALL HAVE THE OPTION TO SEEK RELIEF IN A SMALL CLAIMS COURT FOR DISPUTES OR CLAIMS WITHIN THE SCOPE OF SUCH COURT'S JURISDICTION IN LIEU OF PROCEEDING TO ARBITRATION. THIS PROVISION DOES NOT APPLY TO ANY APPEAL FROM A DECISION BY A SMALL CLAIMS COURT.

(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.

(h) NO WAIVER OF ARBITRATION. NOTWITHSTANDING THE FOREGOING, EACH OF THE COMPANY AND THE 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.

DS JS DS JS
HOMEBUYER'S INITIALS

DS EGI as attorney in fact
COMPANY'S INITIALS

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Exhibit IX

For Customers of Southern CA Edison Only:

Included in the Renewable Energy Incentives retained by the Company and referred to in this Agreement, is a rebate that has been, or will be, reserved under the California Energy Commission's New Solar Home Partnership in the anticipated amount of $3,475.00. The New Solar Home Partnership incentive will be used exclusively to reduce or eliminate, as applicable, one or more of the categories listed in Section 4.03 of the Agreement.

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Exhibit X

Privacy Policy Notice

Sunnova Privacy Policy

Effective Date: April 7, 2020

This Privacy Policy is intended to explain the types of information Sunnova Energy Corporation and its affiliates ("Sunnova Group") collects on Sunnova Group websites, interactive services, email programs and mobile device applications (collectively, the "Website" or "Site") and information we collect from you or third parties through any other means to provide our services or perform other business activities (collectively, "Services"). Please read this Privacy Policy (the "Privacy Policy") to understand how we collect, use, share, protect, or otherwise handle your Personal Information (as defined below). This Privacy Policy also explains how you can opt out of some of our uses and disclosures of your information.

Please read this Privacy Policy, which is part of our website Terms and Conditions, before using our Website and/or Services. By accessing or using our Website and/or Services, you agree to our use of your information consistent with the Terms of Use and this Privacy Policy, as it may be amended from time to time, subject to your rights described below.

If you have questions about our Privacy Policy, please email us at customerservice@sunnova.com

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INFORMATION WE COLLECT

We collect information that personally identifies, relates to, describes, or is capable of being associated with you ("Personal Information"), including:

- **Personal identifiers and contact information** such as name, social security number, driver's license number, mailing address, garaging address, email addresses, phone numbers, fax numbers;
- **Sensitive personal identifiers** such as age and gender;
- **Other demographic information** such as, the type of home you own, whether you rent or own your home, any co-owners or co-tenants of your home, , and what languages you speak;
- **Commercial information** such as your utility company, energy you generate and use, your home's appliances, pool and utility settings, product interest and purchase history;
- **Banking/financial information** such as your credit card or other payment information, financial account status and balance;
- **Product information** such as information about solar-related equipment in your home, including make, model, serial number, and location in your home, the energy it generates (including power, voltage, current, frequency and flow rates), its settings, schedules, and alerts, system installation and roof diagrams;
- **Energy usage such as** your past and present energy usage, the amount of energy used in your home (including use generated by appliances and devices), and service obtained from your local utility company.
- **Details about your home** such as dwelling age, size and type, details about appliances and other energy-related equipment used in the home or building, mapping information, photos and satellite imagery, details about the home or building's structure for system design, and data regarding solar irradiance.
- **Internet and network information** such as browsing/search history, IP address, data collected by cookies and similar technologies;
- **Geolocation data** such as geographic location indicators from mobile, web, and product;
- **Audio/visual information** such as call recordings, chat transcripts, testimonials, pictures or videos you upload to or send through the Website or by using our Services;
- **Biometric Information** such as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry used to identify an individual. Our biometric disclosure is found here;
- **Professional/employment information** such as employer information, income;
- **Education information** such as education level; and
- **Inferences** drawn from other Personal Information or data that relate to your preferences, interests, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes, such as credit reports or credit scores.

The types of Personal Information we collect about you may vary based on how you use the Site and/or Services and your relationship with us.

Usage Data and Site Activity

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We automatically collect information in connection with the actions you take on the Site ("Usage Data"). For example, each time you use the Website, we automatically collect the type of web browser you use, the type of device you use, your operating system and version, your IP address, the pages you view, referring and exit pages, the date and time of your visit, and the number of clicks to, from, and within the Site, and the duration of your visits to the Site. If the data we automatically collect is capable of being associated with you, directly or indirectly, we treat it as Personal Information. If this information is not capable of being individually associated with you, we treat it as Usage Data.

HOW WE COLLECT INFORMATION

Voluntary Disclosure

We may ask you to provide us with Personal Information when you communicate with us online or offline, including events, surveys, and marketing or promotional programs. You are not required to provide us your Personal Information; however, if you choose not to provide the requested information, you may not be able to use some or all of the features of the Site or Services or we may not be able to fulfill your requested interaction.

Third-Party Data Sources

We may collect Personal Information from third-party data sources such as marketing agencies, other Sunnova Group customers, fulfillment and account servicing companies (including sales and/or installation dealers), credit bureaus and/or reporting agencies, analytics firms, map and/or satellite imagery providers, public records, and government agencies.

Cookies and Other Automated Tools

We use cookies (a small text file placed on your computer to identify your computer and browser) and other automated tools such as tracking pixels to improve the experience of the Site and Services, such as saving your preferences from visit to visit to present you with a customized version of the Website. Many web browsers are initially set up to accept cookies. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. Instructions for how to manage cookies in popular browsers are available at: Internet Explorer, Firefox, Chrome, Safari (iOS), Safari (Mac), and Opera. However, certain features of our Sites may not work if you delete or disable cookies.

We use the following types of cookies:

- Session Cookies: Session cookies keep track of you or your information as you move from page to page within our Sites and are typically deleted once you close your browser.
- Persistent Cookies: Persistent cookies reside on your system and allow us to customize your experience if you leave and later return to our Sites. For example, persistent cookies may allow us to remember your preferences.
- Advertising Cookies: Advertising cookies are used to learn more about you and advertise products/services that might interest you.
- Analytics Cookies: Analytics cookies help us understand how our Sites is working and who is visiting our Sites. Google Analytics is one tool we use, and you can learn more by reviewing Google's Privacy Policy.

We employ software technology that enables us to track certain aspects of a user's visit to our Sites. This technology helps us better manage content on our Sites by informing us what content is effective, how consumers engage with our Sites, and how consumers arrive at and/or depart from our Sites. The software typically uses two methods to track user activity: (1) "tracking pixels" and (2) "clear gifs." Tracking pixels are pieces of executable code that are embedded in a web page that track usage activity including which pages are viewed, when they are viewed, and how long the pages are viewed. Clear gifs are tiny graphics with unique identifiers which are embedded in web pages and email messages that track whether a user views a web page or email message. User activity information may be associated with additional information about a user's session and Personal Information, if provided by the user.

If you arrive at our Sites by "clicking through" from another website, then certain information about you that you provided to that other website, such as the terms you searched that led you to our Sites, may be transmitted to us and we may use it. You should review the privacy policy of any website from which you reached our Sites to determine what information the operator collects and how it uses such information. We may retain information about you provided to us by other websites and will use it in accordance with this Privacy Policy. Such information may be associated with other Usage Data or Personal Information.

Interest-Based Advertising

We may work with third-party advertisers, search providers, and ad networks ("Advertisers") to learn more about you and show you ads or other content that we believe would be relevant to you. Advertisers may collect and use information about your use of our Sites or Services as well as other websites and services. These companies may use cookies and other online tracking technologies to collect and use your information. We and/or Advertisers may also append other data to the data collected by Advertisers to create an interest profile of individual users. Our Privacy Policy does not cover any use of information that an Advertiser may collect from you. Advertisements may be shown via our Sites or on third-party websites. If you do not want to receive interest-based advertising, please visit the Digital Advertising Alliance (DAA) Consumer Choice Page. The DAA website allows you to opt-out of

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one or more interest-based advertising networks. Opt-outs are device and browser specific; therefore, you will need to set your opt-out preferences for each device and browser. Deleting browser cookies can remove your opt-out preferences; however, the DAA offers browser extensions that help preserve the opt-out preferences you set on the DAA's Consumer Choice Page. Please note that opt-outs only apply to interest-based advertising. You may still receive other types of online advertising.

Information from Advertisements

If you arrive at our Sites via an advertisement (e.g., banner ad), we may collect information regarding the advertisement with which you interacted and your interactions (e.g., item clicked, date and time).

Social Media Widgets

The Sites may include social media features, such as the Facebook, YouTube, Pinterest, LinkedIn, Instagram, and Twitter widgets. These features may collect information about your IP address and the pages you visit on our Site as well as other Personal Information. A cookie may be set to ensure that a feature properly functions. Your interactions with those features are governed by the privacy policies of the companies that provide them.

HOW WE USE AND SHARE THE INFORMATION WE COLLECT

We use Personal Information for business purposes, such as to:

- **Account creation, fulfillment, servicing and customer support:** to process applications, create customer accounts, allow customers to create online accounts and profiles, provide goods or services, keep customers informed about the status of their services, respond to questions and addressing customers concerns, deliver updates, upgrades and product improvement information.
- **Marketing and market research:** to send communications and offers for our or third parties' products and services, including offers based on consumers' interests, personal and business characteristics and location; perform analytics for market and consumer research, trend analysis, financial analysis, and anonymization of personal information.
- **Collection and credit reporting:** to collect on outstanding balances, repossess collateral and update credit reporting agencies.
- **Surveys, promotional events, contests:** to administer surveys, polls, sweepstakes, contests, loyalty programs and other promotional events and contests.
- **Other company communications:** to provide consumers with information that may be of interest such as company newsletters, announcements, reminders and technical service bulletins.
- **Website use and analytics:** to provide you with access to and use of our Website and Services; analyze consumers' use of our websites, including the use of third-party web analytics services, which may utilize automated technologies to collect data (such as email and IP addresses).
- **Eligibility and Pricing:** to determine if consumers are eligible for certain products, services or offers and the pricing related to such offers.
- **Product research:** to conduct research and analysis for maintaining, protecting, and developing services, increase and maintain the safety of our products and services, and prevent misuse.
- **Business operations:** to evaluate, develop, and improve business operations, products and services offered; business administration and other normal business activities.
- **Compliance:** to comply with applicable legal requirements, industry standards, contractual obligations, our policies, and take actions that we deem necessary to preserve and enforce our rights and the rights of others.
- **Information security and fraud prevention:** to operate information security and anti-fraud programs.

Service Providers

We may provide your Personal Information without notice to other businesses ("Service Providers") to provide services to us or to you on our behalf. Categories of service providers we use include:

- **Fulfillment and account servicing vendors**, which help us provide products, services and information to you, service your account or benefits, collect survey responses and support our e-commerce services;
- **Payment processors,** which help us to accept and process the payments for our products and services to you;
- **Consumer/credit report services**, which help us understand consumer's eligibility and qualification for certain financing options;
- **Marketing and communications vendors**, which help us market our products/services to you, conduct promotions, events, surveys and other outreach campaigns;
- **Research and development vendors,** which help us develop and improve our products and services;
- **IT and network administration vendors**, which provide services such as data storage and management, website hosting, and data security;
- **Professional service firms,** which provide accounting, legal and other professional services; and
- **General service providers,** which help us with day-to-day business operations such as office support services, courier services, facilities management, and document destruction.

Each Service Provider is expected to use reasonable security measures appropriate to the nature of the information involved to protect your Personal Information from unauthorized access, use, or disclosure. Service Providers are

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prohibited from using Personal Information that we provide to them other than as specified by us.

Referrals

Other Sunnova customers may refer you by sharing your Personal Information with us. We may share that information with our Service Providers, including dealers, to contact you. You may opt out of further contact.

Third-Party Sharing and Sale

We may share or sell your Personal Information with other companies who do not provide services to us ("Third Parties"), including retailers, companies that provide other home services, and companies that market related products and services that we believe may interest you.

Retention Schedule

In circumstances where Sunnova Group retains Biometric Information, we will permanently destroy an individual's Biometric Data within six (6) months of when the initial purpose for collecting or obtaining such Biometric Data has been satisfied, such as:

1. You revoke your consent contained in the Biometric Notice;
2. You have not contacted Sunnova Group or used our Services for a 30-month period;
3. Your contract with Sunnova has expired and you are no longer a Sunnova customer;
or
4. Sunnova Group no longer uses the Biometric Information.

If any Sunnova Group's Service Providers require access to Biometric Data in order to fulfill the purpose of collecting such information, we will request that they follow the above destruction schedule.

OTHER IMPORTANT PRIVACY PROVISIONS

Legal Compliance, Business Transfers and Other Disclosures

Notwithstanding anything to the contrary stated herein or on our Website, we may occasionally release information about users of our Website when we deem such release appropriate to comply with law, respond to compulsory process or law enforcement requests, or protect the rights, property or safety of our customers or prospective customers, the public, the Sunnova Group or any third party. Over time, we may reorganize or transfer various assets and lines of business. Notwithstanding anything to the contrary stated herein or on our Website, we reserve the right to disclose or transfer any information we collect in connection with any proposed or actual purchase, sale, lease, merger, foreclosure, liquidation, amalgamation or any other type of acquisition, disposal, transfer, conveyance or financing of all or any portion of the Sunnova Group.

How We Protect Information

The Sunnova Group uses commercially reasonable procedures to protect the Personal Information that we collect from you against loss, theft and misuse, as well as unauthorized access, disclosure, alteration and destruction. We have developed and implemented and continue to maintain and monitor written information security procedures applicable to all records containing Personal Information. Our security procedures are appropriate to the size, scope and type of our business, the resources available to us, the amount of stored data and the need for security and confidentiality of the personal information we store. Our servers are scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our Site as safe as commercially practicable. We make use of industry standard tools and practices to protect against Malware exposure.

No security system is impenetrable. We cannot guarantee the security of our databases or the security during transmission to us of the information you supply over the Internet. You can help us by taking precautions to protect your Personal Information when you are on the Internet. Change your passwords often using a long combination of letters, numbers and special characters and make sure to use a secure, modern, updated web browser. For the purposes set out in this Privacy Policy, Personal Information may be transferred to, processed, stored and accessed by us, our affiliates and Third Parties in the United States and in other jurisdictions where we or they operate. Courts and other authorities in these jurisdictions may, in certain circumstances, be entitled to access your Personal Information. By using the Website, you consent to this transfer, processing, storage and access of your Personal Information in and/or outside of the jurisdiction in which you reside.

Children Under 16

The Sunnova Group cares about protecting the privacy of children. We will not specifically market to or knowingly collect Personal Information from children under 16. If a child under 16 submits Personal Information to us and we learn that the Personal Information is the information of a child under 16, we will take reasonable steps to delete the information as soon as possible. If you are under 16, please do not register for any of our services or provide us any information about yourself (such as your name, email address or phone number).

ADDITIONAL CALIFORNIA CONSUMER RIGHTS

If you are a resident of California, you may have additional rights to access and control your Personal Information, including a right to request that we disclose the Personal Information we collect, use, disclose, and/or sell.

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Exemptions may apply.

Right to Opt-Out from the Sale of Personal Information

As a California resident, you have the right to direct us not to sell your Personal Information to Third Parties. We will process verified requests within 15 days, subject to any applicable exceptions and extensions permitted by law.

Right to Know

You have the right to request twice per 12-month period that we provide you (i) the categories or specific pieces of Personal Information we collected about you; (ii) the categories of sources from which your Personal Information was collected; (iii) the business or commercial purpose for which we collected your Personal Information; (iv) the categories of Third Parties with whom we shared your Personal Information; and (v) the categories of Third Parties to whom we sold your Personal Information. We are not permitted to provide access to specific pieces of Personal Information if the Personal Information is sensitive or creates a high risk of potential harm from disclosure to an unauthorized person such as financial information, social security numbers, and driver's license numbers. To protect your Personal Information, you must provide required information and/or documentation to verify your identity. We will process verified requests within 45 days, subject to any applicable exceptions and extensions permitted by law.

Right to Deletion

You have the right to request that we delete any Personal Information we have collected about you. Please understand that we are not required to honor a deletion request if a legal exemption applies such as if we need the information to complete a requested or reasonably anticipated transaction, prevent security incidents or fraud, enable internal uses that are reasonably aligned with your expectations, or comply with legal obligations. To prevent unauthorized individuals from making deletion requests, you must provide required information and/or documentation to verify your identity.

Submitting a Request

If you are a California resident and would like to exercise your rights under the California Consumer Privacy Act, you may submit a request though our online California Consumer Privacy Act request form. You may also submit a request by phone by contacting us at 1-866-786-6682.

Authorized Agent

If you are an authorized agent submitting a request for a California resident, you must provide a copy of a lawful power of attorney or written authorization from the Consumer (along with proof of your identity). If you make a request as an authorized agent, you will receive additional instructions. We may contact you or the consumer on whose behalf you claim to act to verify your authorization.

Non-Discrimination Notice

We will not discriminate against any consumer for exercising their privacy rights under law or this Privacy Policy.

Do Not Track

Do Not Track is a web browser privacy preference that causes the web browser to broadcast a signal to websites requesting that a user's activity not be tracked. Currently, our Website and Services do not respond to "do not track" signals.

Energy Usage Data

Additionally, pursuant to California Civil Code Section 1798.98, if you are a customer of an electrical or gas corporation operating for profit in California or of a local publicly owned electric utility, we cannot share information we obtain about your energy usage without your consent.

CHANGES TO OUR PRIVACY POLICY

The terms and conditions of this version of Privacy Policy came into effect on the effective date listed at the top of the Privacy Policy. The Sunnova Group reserves the right to revise, amend or modify this policy at any time and in any manner. When we change the policy in a material way a notice will be posted on our Website along with the updated privacy policy. Your use of our Website after such changes are implemented constitutes your acknowledgement and acceptance of those changes. Please consult this privacy statement prior to every use for any changes. Unless otherwise noted, all changes will be effective when posted.

EXCLUSIONS

This Privacy Policy does not govern the collection use or sharing of data by Third Parties or websites that may be linked to a Sunnova Group website; nor does it govern any information that may be collected by a Third Party in connection with a product or service altered by a Third Party even if you request information regarding such product or service on a Sunnova Group website.

CONTACTING US

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If there are any questions regarding this Privacy Policy you may contact us using the information below:

www.sunnova.com
20 Greenway Plaza, Suite 475
Houston, Texas 77046
United States
customerservice@sunnova.com
1-866-786-6682

FOR RESIDENTS OF CALIFORNIA

Access and Delete, Do Not Sell