Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

Buyer: Daniel Salas
Lot: 08500
Address: 4877 Goldfinch Street
Canter at Morgan Crossing

HPA No. PHD0171889

ATTACHMENT TO SOLAR ENERGY SYSTEM ADDENDUM
SOLAR PAYMENT ELECTION ADDENDUM
Sunnova Solar Home Program

This Election Addendum amends and supplements that Home Purchase Agreement and Escrow Instructions dated 1/28/2025 (the "**Agreement**") between Buyer and Seller for the Property referenced above. If there is a conflict between the terms of this Election Addendum and the Agreement, this Election Addendum will prevail.

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

1. SOLAR PAYMENT ELECTION. Buyer hereby elects to:

☒ If this box is checked, Buyer elects under **Section 4** of the Solar Addendum to enter into a Solar + Battery Storage Service Easy Plan (**"Solar Lease"**) and to make monthly Lease Payments in the amount of **$**129.00 to Sunnova.

☐ If this box is checked, Buyer elects under **Section 5** of the Solar Addendum to purchase the System in the amount of **$**28,376.00 to be paid in cash at Closing to Seller as part of the purchase of the Property, and such amount shall be included in the purchase price of the Property. Buyer acknowledges that in certain instances the purchase of the System could result in an insufficient appraised value of the Property. In such a case, Buyer agrees to either a) pay additional funds down to facilitate the purchase of the Property, or b) enter into the Solar Lease with Sunnova.

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

2. COUNTERPARTS. This Election Addendum may be executed in counterparts, a complete set of which shall form a single Election Addendum.

3. CONFLICTS. In the event of any conflict between this Election Addendum and the Agreement and Solar Addendum, this Election Addendum shall control. In all other respects, the Agreement and Solar Addendum shall remain in full force and effect.

4. ENTIRE AGREEMENT. The Agreement, Solar Addendum and this Election Addendum, contain the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts, whether oral or written, are superseded by these documents. No addition or modification of this Election Addendum, the Solar Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

BUYER: Signed by: Daniel Salas 69B02B43F4D54D3...

Daniel Salas	February 6, 2025 Date		Date
	Date		Date
	Date		Date

SELLER: Signed by: susan alamilla E11C464410A44A5...

By: susan alamilla
Its: Authorized Agent

Date: February 7, 2025

Initial: M

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

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

Homeowner Information			
Homeowner Name:	Daniel Salas		
Address History: • **Current Address:** • **Prior Address:**	711 sweet clover loop, san Jacinto, CA 92582		
Address of Home (the "Address"):	4877 Goldfinch Street , Hemet , CA 92545		
Name of Community (the "Community"):	Canter at Morgan Crossing		
Daytime Phone:	**(714) 319-0287**	**Evening Phone:**	
Email Address:	danielsalas359@yahoo.com		

Customer Service Information	
Customer Service Hotline:	**If you have any questions regarding any aspects of this Lease, please call: 1-877-SLR-POWR (1-877-757-7697)**

This Lease assures the Homeowner the following Lease benefits:

1. No money down at closing. No maintenance costs.
2. Lease Payment of $129.00/month (plus any applicable taxes) for 25 years – never increases.
3. This Lease will easily transfer at resale of the Home and is not subject to approval of the buyer's credit.
4. Designed to ensure that actual system performance will be at least 95% of estimated performance during the first year and will decline by no more than 0.5% per year during the term of this Lease. See Exhibit 1 for details of Performance Guarantee.

This Lease informs Homeowner of the steps required to receive the Lease benefits:

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

Federal Consumer Leasing Act Disclosures

Description of Leased Property: Solar photovoltaic system components (**"PV System Components"**) and energy storage system components (**"Battery System Components,"** and together with the PV System Components, the **"System Components"**) described in Exhibit II attached to this Lease.

Amount Due at Lease Signing or Delivery	**Monthly Payments**	**Other Charges** (not part of your monthly payment)	**Total of Payments** (The amount you will have to pay by the end of the lease)
$0.00	Based on the best information reasonably available, your first monthly payment is estimated to be $129.00 and is due on the 15th day following the date of the invoice, followed by 299 payments of $129.00 due on the 15th day following the date of invoice. The total of your monthly payments is estimated to be $38,700. The actual amount of your	$0.00	$38,700

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	monthly lease payment will be determined approximately at the time of the installation of the System and the Company will notify you if the actual monthly lease payment differs from the estimated monthly payment set forth above; provided however, that the actual monthly lease payment will not be greater than the estimated monthly payment set forth above.		
Purchase Option at End of Lease Term. You have an option to purchase the System Components at the end of the Term of this Lease for $5,675.00.			
Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, and insurance.			

Summary of Terms	
Estimated Placed in Service Date:	Sixty (60) days from closing date.
Approximate System Size (in DC kW):	Based on the best information reasonably available, PV System size is estimated to be 3.690 (which is estimated to deliver approximately 6,020 kilowatt hours during the first year of the Term; actual performance will vary based on several factors, including, but not limited to, weather, soiling and shading). The actual size of your PV System will be determined approximately at the time of the installation of the PV System and the Company will notify you if the actual size differs from the estimated size set forth herein. Please note that the System includes a battery or multiple batteries (**"Battery"** or **"Batteries"**). You authorize Sunnova to manage the use of stored energy in its discretion in an effort to maximize your energy benefit.
Transfer of Ownership:	If the Premises are sold or transferred while this Lease is still in effect, you must either: (i) buy the System Components (or have the transferee of the Premises buy the System Components) from the Company for the amount calculated pursuant to Exhibit IV; or (ii) require the transferee of the Premises to execute an agreement with the Company assuming all of your obligations under this Lease.
Official Fees and Taxes:	Based on current tax rates and law, the estimated total amount you will pay for official fees, and taxes over the Term of this Lease: $0.00.
Maintenance:	We are responsible for maintaining the System Components in good operating condition during the Term of this Lease, as described in Section 3 and Exhibit I of this Lease.
Warranties:	The System Components are subject to the following express warranties: the System Components will be free from defects in workmanship or defects in or a breach of, materials and components for the entire Term of this Lease. See Section 3 and Exhibit I of this Lease for a full explanation of applicable warranties and disclaimers.
Early Termination and Default:	You may terminate this Lease before the end of the Term by purchasing the System Components at any time, including when the Premises are transferred. We may terminate this Lease before the end of the Term if you fail to make any payment when due or you fail to perform your obligations under this Lease, as described in Paragraph 5.04. See Section 5 of this Lease for a full explanation of events of default, termination, and remedies. Upon such termination we shall be entitled to the remaining payments plus any lost or recaptured Renewable Energy Incentive less amounts received from any Third Party Sales (if applicable), in addition to such other remedies provided herein and by applicable law. See Section 5.04(b) of this Lease for a further explanation.

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

Purchase Option Prior to the End of the Lease Term:	You have the right to purchase the System Components at any time. The price will be determined as provided in Exhibit IV of the lease. This amount includes taxes.
Options at the Expiration of the Term:	At the expiration of the Term of this Lease, you have 3 options: (i) you may purchase the System Components for $5,675.00; (ii) you may extend the Term of the Agreement for an additional 10 years in two (2) five (5) year renewal periods, or (iii) you may request that Company remove the System Components and restore the affected portion of the roofing. See Section 5.03 of this Lease.
System Description	Panels: Hanwha Q Cells Modules: Q.PEAK DUO ML-G10.a+ 405W Inverter: Enphase IQ8+ Monitor: Envoy IQ, Combiner, Interior Batteries: FranklinWH

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

This Sunnova SunSafe® Solar + Battery Storage Service Easy Plan™ Equipment Lease (the "**Lease**") is made as of February 7, 2025 between Daniel Salas, the purchaser of the home specified above and participant in the Lease ("you" or the "Homeowner"), and Sunnova Energy Corporation, a Delaware corporation, together with its successors and assigns ("**we**," "**us**," "**our**" or the "**Company**"). This Lease covers the lease by the Company to you of the System Components defined below. The System (defined below) has been installed at the Address. This Lease will refer to this address as the "Premises" or your "Home." This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state and local law. The Homeowner and the Company are each individually referred to herein as a "Party" and collectively as the "Parties." The Company is not an affiliate of the Builder and Builder is not a party to this Lease, nor does Builder have any liabilities or obligations under this Lease. All capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in Article I of this Lease.

1. Definitions.

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

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

(b) "Bankruptcy" means, with respect to any Party, such Party (a) files a petition or otherwise begins, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed against it, (b) makes an assignment or general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee or similar official appointed with respect to it or any substantial part of its property or assets, or (e) is generally unable to pay its debts as they become due.

(c) "Battery" or "Batteries" means an energy storage system (an "**ESS**").

(d) "Battery System Components" means the Control Panel (also called a Gateway or Transfer Switch) and Battery as described in Exhibit II; provided, however, that Battery System Components do not include the Battery Fixtures.

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

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

(f) "Builder" means PulteGroup, or one of its affiliates.

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

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

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

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

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

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

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

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

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

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

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

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

(s) "Placed in Service Date" means the date on which 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 System and connection thereof with the Local Electric Utility.

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

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

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

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

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

(y) "Roofing Restoration" means restoration of the condition of the part of a Home's roofing material that is

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

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

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

(aa) "System" means the PV System and Battery(ies) together.

(bb) "System Components" means the PV System Components and Battery System Components together, as described in Exhibit II.

(cc) "Term" means the period during which this Lease is in effect. The Term shall commence on the later of the Close of Escrow or the Placed in Service Date. However, if the Placed in Service Date has not occurred prior to the Close of Escrow, Company may request that Homeowner cooperate with Company to obtain a Permission to Operate ("**PTO**") from the Local Electric Utility (by executing required agreements with the Local Electric Utility and/or providing account information); in certain cases, Company may also require an in-house appointment with Homeowner (once PTO is obtained) in order to energize the System. If Homeowner does not cooperate with Company with respect to the PTO or does not schedule the appointment to energize the System (if necessary) within ten (10) business days from the delivery by Company to Homeowner of a written request (including via email) for either action, or, in the case of the appointment, such appointment is cancelled or rescheduled and does not take place within twenty (20) business days from the delivery of such request, then the Term shall nonetheless commence no later than twenty (20) business days from the delivery of such request. The Term shall end 25 years after it commences, unless this Lease is terminated earlier pursuant to Section 2.02 or Section 5.

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

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

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

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

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

2.03 Invoicing and Payment.

(a) Monthly Invoice. The Company shall invoice Homeowner monthly on such date as the Company may select, for the previous month's Lease Payment, plus 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 the amounts set forth on page 1 hereof.

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

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

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

(d) Waiver of Payment Claims. SUBJECT TO SECTION 5.05, HOMEOWNER AGREES THAT (1) THE OBLIGATION TO PAY ALL INVOICES AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE UNCONDITIONAL UNDER ALL CIRCUMSTANCES (WITH ONLY THE EXCEPTIONS NOTED BELOW IN THIS SECTION) AND SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS DUE AND PAYABLE BY HOMEOWNER HEREUNDER DURING THE TERM OF THIS LEASE SHALL CONTINUE TO BE PAYABLE IN ALL EVENTS, INCLUDING BY HOMEOWNER'S ESTATE, EXCEPT THE PAYMENT OF INVOICES AND OTHER AMOUNTS THAT MAY BE SUBJECT TO SECTION 3.04 DESCRIBING CASUALTY DAMAGE; AND (2) YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REVOKE ACCEPTANCE OF THE SYSTEM OR TO GRANT TO ANY THIRD PARTY A SECURITY INTEREST IN THE SYSTEM OR THIS LEASE.

2.04 Use of the System; Release of Company Liability. Customer may request an in-home solar orientation appointment at any time prior to, or within thirty (30) days after, the remote activation of the System by Company. Homeowner is entitled to the benefit of any power generated by the System during the Term of this Lease. The System and Battery are for residential use solely at the Premises. Homeowner agrees to use the System and any power generated by the System and stored in the Battery solely for personal, family or household purposes. Homeowner agrees that the electricity generated by the System may not be used primarily to heat a swimming pool. Homeowner also acknowledges that Homeowner has carefully read and agrees to the provisions of the ESS Warranty attached as Exhibit I to this Lease, specifically (i) the section entitled "Batteries and Use of Battery Power; Release of Liability; Waiver of Claims" including Buyer's release of Company from liability for any loss from Battery mishandling or damage caused by Buyer, and including the subsection about Company's remote management and discharge of Battery energy, and (ii) the section entitled "Backup Power; Release of Liability" describing a Battery's limited storage of backup power.

2.05 Payments and Credits from the Local Electric Utility. Local law may entitle the Homeowner to credits or payments from the Local Electric Utility for the power generated by the System that is placed onto the transmission and distribution grid of the Local Electric Utility. 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 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 (or any) credits or payments from the Local Electric Utility throughout the Term. Regardless of Homeowner's participation in such a program, and regardless of any changes in the net metering laws applicable to Homeowner, Homeowner is responsible for making the Lease Payment to Company each month.**

2.06 Monitoring. The Company or its third party contractor has the right to monitor the PV System to collect data regarding the PV System. The Company may provide and maintain remote monitoring equipment to measure the production of energy by the PV System and may maintain monitoring equipment to measure Homeowner energy consumption data. 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 Lease, 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 shall maintain electrical connections for Company's remote monitoring equipment, and shall maintain a working internet connection and a router with an available port for such monitoring unless the Home is located in an area with cellular service that the Company determines to be reliably functional for the Company's remote monitoring, provided however, that if Homeowner is unable to provide working internet, then the Home must be located in an area with cellular service that Company determines to be reliably functional.

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

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

Company that the PV System is not functioning properly, then during the period of time of such conditions:

(a) the Company shall have no responsibility for detecting or resolving any problems with the PV System, including pursuant to the Limited Warranty (attached hereto as Exhibit I), and

(b) Homeowner will not be entitled to a refund or credit of any Lease Payments during such period.

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

3. Warranties, Maintenance, Insurance and Removal.

3.01 Warranties; Maintenance; Drone Inspection.

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

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

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

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

3.03 Homeowner's Insurance. The Homeowner will retain customary homeowner's insurance (including property damage and liability coverage) covering the Premises. The Company agrees not to be named loss payee (or named insured) on the Homeowner's property damage insurance policy covering the Premises. Any damage that occurs as a result of the installation, malfunction, manufacturing defect, or removal of the System is the responsibility of the Company. To the extent that Homeowner's existing homeowner's insurance covers the System, and Homeowner desires to have the Company restore a System that has been damaged by a casualty that is not covered by Company's insurance (as set forth in Section 3.04), the Homeowner shall assign the proceeds of such insurance that relate to the System Components 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 System Components are damaged by a casualty covered by property damage insurance maintained by the Company, the Company will promptly repair and replace the damaged portions of the System as necessary to restore it to good working condition. If the System Components are damaged by a casualty not covered by property damage insurance maintained by the Company, the Company may at its option (i) repair and restore the System to good working condition, or (ii) terminate this Lease and, at Homeowner's option, (I) convey the System Components in their existing condition, as is, to the Homeowner or (II) remove and dispose of the System Components and perform related Roofing Restoration. Notwithstanding the foregoing, if the Company accepts assignment of insurance proceeds from Homeowner (as set forth in Section 3.05) for repair or restoration of the System Components, the Company shall repair and restore the System Components to good working condition.

3.05 Solar Access and Easement. The Parties acknowledge the existence of, and agree to abide by, the Easement, the form of which is attached to this Lease as Exhibit III and which grants the Company or its third party contractors access to the Premises for, among other things, installation, interconnection, activation, monitoring,

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

inspection, evaluation, servicing, maintenance and removal of the System and any modifications to the System necessary to effect Third Party Sales (as defined in Section 5.04(b)(ii)), if applicable. The Easement shall not be affected by any termination of this Lease and shall only terminate in accordance with its terms. The Easement prohibits the shading of roof-top solar collectors and reserves to the Company a right of entry, after notice, to cure the shading of the PV System. Because of the prohibition against the shading of solar collectors and the design and dimensions of the Premises, any yard area of the Premises may not be large enough to accommodate (a) the planting of medium or large trees in any such yard of the Premises, (b) the construction of upper-floor additions or roof-top structures, if applicable, and (c) the growth of some trees to mature height in any yard area of the Premises. Homeowner agrees and acknowledges that the Premises may be subject to a certain Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, which together with the Easement, grant certain rights to the Company including the right to cure any prohibited shading of the PV System, as such term is defined thereunder.

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

3.06 No Alteration. Except as may be required in order for the Local Electric Utility to install metering equipment, Homeowner will not alter, modify, enhance, remove, add or attach anything to the System or any individual System Components, including any monitoring or metering equipment provided by the Company (collectively "**Alterations**") without the Company's prior written approval. Notwithstanding the foregoing, any Alteration that is made will become part of the System Components 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 System Components that could void or impair any warranty relating to the System or its installation or which might cause any damage to the System, or which would cause the System not to operate as intended at the Home. **HOMEOWNER WILL NOT, AND WILL NOT PERMIT ANY OTHER PERSON (OTHER THAN IN THE CASE OF AN EMERGENCY, SUBJECT TO THE EASEMENT AND TO SECTION 3.09 BELOW), TO TOUCH OR TAMPER IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH ANY PART OF THE SYSTEM FOR ANY REASON, AS SUCH MAY BE ENERGIZED AND PRESENTS A RISK OF ELECTRIC SHOCK, WHICH MAY CAUSE SERIOUS INJURY OR DEATH.**

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

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

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

Removal of the System or any System Components pursuant to Section 3.08 and this Section 3.09 shall not

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affect Homeowner's obligation to make the Lease Payments when due hereunder. Notwithstanding the foregoing, in the event the Home is subject to a casualty that forces removal of the System, the Company shall forego billing the Homeowner for the Lease Payments for a period equal to the reasonable amount of time required to perform the necessary Home repairs and replace the System. The amount of the Lease Payment that is suspended per day over any period shall be determined by prorating the Lease Payment over a 30-day month.

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

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

4. Ownership of System Components and Ownership Benefits.

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

4.02 Solar Fixtures. Homeowner owns the Solar Fixtures.

4.03 Ownership Benefits and Renewable Energy Incentives. At the request of 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 Lease, the Company shall transfer any environmental attributes (including tax credits, offsets, allowances, certificates and other such rights) allocable to the System or energy produced thereby to the Local Electric Utility as and to the extent necessary to permit Homeowner's participation in a net metering arrangement with such Local Electric Utility as described in Section 2.05, or as otherwise required by the Local Electric Utility.

If applicable to the Community, as a result of the Renewable Energy Incentives retained by Company in connection with its ownership of the System (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 Lease: (1) no down payment to enter into this Lease; (2) reduced ongoing Lease Payments; (3) no annual automatic increase in Lease Payment; (4) no cost for solar system monitoring (including mobile device accessibility); (5) no cost for required maintenance of the System (including cleaning when necessary for energy production purposes, servicing, and/or repairs); (6) no payment for insurance of System; and (7) no transfer fee to assign this Lease to a subsequent homebuyer (other than actual document recording costs imposed by local property records office).

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

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

5.01 Sale or Lease of the Home. If the Premises are voluntarily (or involuntarily) transferred during the Term, then, if Homeowner is not in breach of this Lease, Homeowner will have the right to do either of the following: (i) buy the System Components (or have the transferee of the Premises buy the System Components) for the amount calculated pursuant to Exhibit IV, or (ii) have the transferee assume all of the Homeowner's obligations under this Lease, including payment obligations. Homeowner agrees to give the Company at least fifteen (15) days, but not more than three (3) months' prior written notice and to cooperate with the Company to cause the transferee to execute a written assignment of this Lease, if applicable. Otherwise, the Homeowner will remain responsible for Homeowner's obligations under this Lease after the sale of the Home until either the System Components are purchased or the transferee assumes all of the obligations of Homeowner hereunder. In the event of a foreclosure or threat of foreclosure where

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the Premises are transferred to a lender, then the lender or assignee or subsequent purchaser has the discretion to: (i) become, without payment of any transfer or similar fee, the beneficiary of this Lease with the Company; (ii) enter into an agreement with the Company, under terms no less favorable than this Lease; or (iii) terminate this Lease and require the Company to remove the System Components.

(a) Written Assignment. If this Lease is transferred to the transferee of the Home, pursuant to (ii) above, the Homeowner, the transferee and the Company shall execute a written assignment of this Lease. Until the transferee has executed the assignment of this Lease, the Homeowner shall remain responsible for performing under this Lease. If Homeowner (or the transferee) chooses to buy the System Components, it will pay any applicable sales, transfer taxes or personal property taxes in addition to the purchase price calculated pursuant to Exhibit IV (unless specifically included in the price). Homeowner agrees to pay the recording fees associated with recordation of the documents evidencing either the assignment of this Lease or the purchase of the System Components. EXCEPT IN CONNECTION WITH A SALE OF THE PREMISES, DURING THE TERM OF THIS LEASE, HOMEOWNER WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER ITS INTEREST IN THIS LEASE 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 Lease and for causing the Homeowner's tenants to comply with all applicable provisions of this Lease. THE HOMEOWNER WILL BE INVOICED (AND RESPONSIBLE TO PAY) FOR THE LEASE PAYMENTS, 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 Purchase Option. The Homeowner has the option to purchase the System Components at any time. To exercise this option, the Homeowner must be in good standing under this Lease and provide the Company with at least fifteen (15) days, but not more than three (3) months' prior written notice. The purchase price for the System Components will be the fair market value, calculated pursuant to Exhibit IV. Homeowner agrees to pay the recording fees associated with the documents evidencing the purchase of the System Components.

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

(a) if the Homeowner is in compliance with this Lease, the Homeowner may renew this Lease for an additional ten (10) years in two (2) five (5) year renewal periods;

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

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

The Company will send forms relating to Section 5.03(a) and Section 5.03(c) approximately three (3) months prior to the expiration of the Term, and the Homeowner shall complete and return the forms at least one (1) month prior to the end of the Agreement. If Homeowner does not return the forms prior to the expiration of the Term, then this Lease shall continue until (i) Homeowner gives the Company at least sixty (60) days' prior written notice that Homeowner does not wish to renew, or (ii) the Company sends Homeowner notice terminating this Lease.

5.04 Homeowner Default.

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

(i) the failure to make, when due, any payment required pursuant to this Lease if such failure is not remedied within thirty (30) calendar days after written notice;

(ii) the failure to perform any other material obligation (other than those listed in this Section 5.04(a)) set forth in this Lease (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 System, pursuant to Section 2.04, 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 Premises as necessary

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under the terms of this Lease or violates the terms of the Easement or the Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, as applicable, and such denial or violation continues and is not remedied by the date that is thirty (30) calendar days after written notice;

(v) Homeowner attempts to, or does, assign, transfer, encumber, sublet or sell its interest under this Lease, 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 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 System) and 3.10 (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 Lease until the Homeowner Event of Default has been cured;

(ii) leave the System Components in place on the Home, but deny Homeowner access to and use of the power generated therefrom, which may be redirected and sold to third parties, if permitted by law, for the Company's account (including to the Local Electric Utility) in the Company's sole discretion ("**Third Party Sales**");

(iii) exercise any other remedy provided under applicable law or regulation, including seeking a pre or post judgment lien or similar security interest on or against the Home, but such remedy shall not include punitive or liquidated damages or specific performance; and/or

(iv) collect as actual damages the remaining payments due under this Lease (including all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing), *plus* the value of any Renewable Energy Incentives lost or recaptured as a result of 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.

(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 Lease as required.

5.05 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 Lease (which includes any negative obligations undertaken by the Company hereunder) within thirty (30) calendar days after written notice by the Homeowner to the Company of such failure to perform; *provided*, *however*¸ that Lender shall have an additional thirty (30) days (for a total of sixty (60) days) to cure such failure.

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

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

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

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

Notwithstanding the foregoing, but only if (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 Lease the Company removes from the Premises and disposes of the roof-top System Components, and performs the related Roofing Restoration (or reimburses Homeowner for its costs reasonably incurred therefor), then the Homeowner shall have no right to claim damages as a result of the

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termination of this Lease, 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 System Components, whether by the Company or by Homeowner, but excepting therefrom any damages caused by the Homeowner's negligence.

5.06 Amounts due and payable at time of termination. NOTWITHSTANDING ANY TERMINATION OF THIS LEASE, 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 LEASE 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 LEASE, THE COMPANY HAS MADE NO OTHER EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE SYSTEM, ITS OPERATION OR ITS POTENTIAL OPERATIONAL RESULTS, AND TO THE EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, HOMEOWNER HEREBY WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

(c) Builder has no liability to Homeowner with respect to the System or to Company's obligations under this Lease.

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

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

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

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

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

(a) Consent to Lender's Security Interest. Homeowner consents to 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

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extensions thereof, it will acquire the System Components subject to Homeowner's rights, and Company's obligations, under this Lease. In that case, Homeowner will attorn to and recognize the Lender as the new owner of the System Components and will make all payments due under this Lease in accordance with Lender's instructions.

(b) Acknowledgement and Confirmation. By executing this Lease, Homeowner acknowledges and agrees that this Lease is a lease, not a sale, that the ownership of the System Components remains in the Company, that the System Components 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 (which UCC-1 is not a lien or encumbrance against the Property). Company shall accommodate reasonable requests from lenders or title companies to facilitate a financing or refinancing of the Property by subordinating the UCC-1 for a processing fee of $250.00.

(c) Further Assurances. At the request of the Lender (or 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 Lease.

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

6.10 Entire Agreement. This Lease, 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 Lease. Any change to this Lease must be in writing and signed by both Homeowner and the Company. If any provision or portion of this Lease is determined to be unenforceable, or would render this Lease 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 Lease: Section 3.05 (Solar Access and Easement), Section 3.06

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(No Alteration), Section 3.07 (No Removal of System), Section 3.08 (Temporary Removals), Section 4.01 (System), Section 4.02 (Solar Fixtures), Section 4.03 (Ownership Benefits and Renewable Energy Incentives), Section 4.04 (No Liens, No ID Removal), Section 5.04(b) (Remedies for Homeowner Default), Section 5.05(b) (Remedies for Company Default; Release of Homeowner Claims), Section 6.01 (Limitation of Liability), Section 6.02 (No Liability for Builder), Section 6.05 (Governing Law; No Jury Trial), Section 6.06 (Dispute Resolution), Section 6.08 (Notices), Section 6.10 (Entire Agreement); and Section 6.11 (Survival).

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

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

6.15 Privacy Policy Notice. Homeowner acknowledges that Homeowner has received and reviewed Company's Privacy Policy Notice attached hereto as Exhibit VIII ("**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]

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORT

BY MY INITIALS BELOW, I AUTHORIZE SUNNOVA ENERGY CORPORATION, A DELAWARE CORPORATION, ITS FINANCING PARTNERS, SUCCESSORS AND ASSIGNS, AND ANY THIRD-PARTY VENDORS USED BY THE AFOREMENTIONED PARTIES (COLLECTIVELY THE "SOLAR PARTIES"), TO OBTAIN A CONSUMER CREDIT REPORT ON ME. I UNDERSTAND THAT THE SOLAR PARTIES WILL USE MY CONSUMER CREDIT REPORT ONLY TO ANALYZE THE SALE OF CERTAIN RIGHTS TO THE PAYMENTS UNDER THIS LEASE. 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.

Initial

(DS) (_____)

HOMEOWNER'S INITIALS

Initial

(JL)

COMPANY'S INITIALS

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

BY SIGNING THIS LEASE, 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 LEASE 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 Lease.** **SUNNOVA ENERGY CORPORATION, a Delaware corporation** Signed by: Jennifer Lopez F0317AD4F3E344A... **Name:** Jennifer Lopez **Title: Attorney-in-Fact** **Date Signed:** February 7, 2025	**HOMEOWNER SIGNATURE**: HOMEOWNER AGREES TO AND IS AWARE OF ALL THE PROVISIONS ON PAGES 1 THROUGH 15 OF THIS LEASE. HOMEOWNER HAS READ PAGES 1 THROUGH 15 OF THIS LEASE AS WELL AS EXHIBITS I – VIII ATTACHED TO THIS LEASE AND ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS LEASE Signed by: Daniel Salas 69B02B43F4D54D3... **Name: Daniel Salas** **Date Signed:** February 6, 2025

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

Exhibit I

Platinum Limited Warranty

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

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

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

1. LIMITED WARRANTIES

a. PV System Warranty

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

b. Roof Warranty

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

c. Repair Promise

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

d. Battery Warranty

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

e. System Operation and Curtailment

Your PV System and the Batteries are designed to export excess power to your utility. Nonetheless, in the event that you experience a power outage from the utility, your System will not be able to export any power

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to the utility during the time of the power outage, which could cause curtailment and a loss on the excess energy produced.

f. Limited Warranty Length

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

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

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

g. Power Production Guarantee

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

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

GAP Year 1	5,719	GAP Year 11	5,433
GAP Year 2	5,690	GAP Year 12	5,405
GAP Year 3	5,662	GAP Year 13	5,376
GAP Year 4	5,633	GAP Year 14	5,347
GAP Year 5	5,605	GAP Year 15	5,319
GAP Year 6	5,576	GAP Year 16	5,290
GAP Year 7	5,548	GAP Year 17	5,262
GAP Year 8	5,519	GAP Year 18	5,233
GAP Year 9	5,490	GAP Year 19	5,204
GAP Year 10	5,462	GAP Year 20	5,176
		GAP Year 21	5,147
		GAP Year 22	5,119
		GAP Year 23	5,090
		GAP Year 24	5,061
		GAP Year 25	5,033

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

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

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such Shortfall bears to the Guaranteed Annual Production for such period of the Shortfall. For example, if the total amount of the Lease Payments you made during such 12-month period is $600.00, if your Guaranteed Annual Production for such period is 5,000 kWh, and if your Actual Annual Production for such period is 4,800 kWh for a Shortfall of 200 kWh, then your credit will equal $24.00 ($600.00 x 4% (200 kWh ÷ 5,000 kWh).

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

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

h. General

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

i. Power Monitor

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

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

j. Output Warranty

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

k. Claims Process

You can make a claim by:

(i) Emailing us at the email address provided to you after installation or at newhomeservice@sunnova.com;

(ii) Writing a letter to our mailing address, as identified in the Lease or provided to you after installation, and sending it overnight mail with a well-known service; or

(iii) Creating a claim through our online customer portal.

l. Transferable Limited Warranty

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

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

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

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(i) Someone other than Company or its approved service providers installed, removed, re-installed or repaired the PV System;

(ii) Destruction or damage to the PV System and/or Battery or their abilities to safely produce and store power not caused by Company or its approved service providers;

(iii) Your failure to perform, or breach of, your obligations under the Lease (e.g., you modify or alter the System);

(iv) Your failure to perform, or breach of, this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem, your failure to maintain the PV System as stated in the Solar Operation and Maintenance Guide, your failure to provide warranty information or your failure to provide assistance in obtaining any manufacturer's warranties;

(v) Any Force Majeure Event (as defined in Section 6);

(vi) Any System failure or lost production not caused by a System or Battery defect (e.g., the PV System is not producing power because it has been removed to make roof repairs);

(vii) Theft or vandalism of the System;

(viii) A power or voltage surge caused by someone other than Company, including a grid supply voltage outside of the standard range specified by the local utility or the PV System specifications or as a result of a local power outage or curtailment; and

(ix) A change in usage of the Premises or any buildings at or near such Premises that may affect insolation without Company's prior written approval.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTION 1 AND ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY COMPANY WITH RESPECT TO THE SYSTEM. COMPANY HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY STATE LAW, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR THE INSTALLATION OF THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

n. Your Additional Obligations

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

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

During the warranty period you agree:

(i) To use the System carefully, keep it in good repair, keep it free from animals and infestation, and use reasonable efforts to avoid damage to the System;

(ii) Follow all safety warnings and installation and operation instructions included in the documentation provided to you for the System;

(iii) Only to have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

(iv) To perform your obligations under this Limited Warranty and not take or fail to take any action that would cause this Limited Warranty to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, or other services available under the Limited Warranty,

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or disqualify or void any other manufacturer's warranty or equipment manufacturer's warranty applicable to any component of the System;

(v) Keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when installed;

(vi) Not to modify your Home or landscaping in any way that shades the PV System;

(vii) To be responsible for supplying accessible space, and any conditions at your Home that affect operation of the PV System and Battery;

(viii) To be responsible for the structural integrity of the Home where the System is installed. You agree that we are not responsible for any known or unknown property conditions;

(ix) To not remove any markings or identification tags on the System;

(x) To permit Company, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;

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

(xii) To not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

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

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

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

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

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

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

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

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

2. COMPANY'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (a) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (b) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

3. SYSTEM REPAIR OR REMOVAL AND INFORMATION AND DATA

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

You agree that Company, or agents or contractors or subcontractors appointed by Company, are entitled to collect and retain information and data regarding the System including but not limited to data and equipment performance and

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that Company is entitled to share such information with the Company's assignees and agents or contractors. You agree that Company owns all information and data regarding the System that is collected.

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

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

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

(i) Remote Management and Discharge

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

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

5. BACKUP POWER; RELEASE OF LIABILITY

Your system will provide limited backup power in the event of a utility outage. Company may direct for the use or export within certain limited circumstances, described above, of up to 80% of the stored energy from the Battery. You acknowledge and agree that only the energy in the Battery, if any, at the time of a grid outage will be available to you for backup power services as well as any additional energy produced and charged by the solar system during that outage. Company provides no guarantee or warranty that Battery backup capacity will be available without interruption during every power outage. You agree that Company will not be liable in the event the Battery fails to provide backup power and Company disclaims any such liability irrespective of the reason for such failure, excluding only liability from failure of the Battery to provide backup power arising out of Company's gross negligence or willful misconduct. DO NOT DEPEND ON BATTERY BACKUP TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

6. FORCE MAJEURE

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

a. Company, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;

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b. Company's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (e.g., when a Force Majeure Event is over, we will make repairs); and

c. No Company obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Company's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; pandemic; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Company's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Company including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Company or under its control.

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

7. LIMITATIONS ON LIABILITY

a. No Consequential Damages

SUBJECT TO THIS SECTION 7, YOU MAY ONLY RECOVER DIRECT DAMAGES ARISING UNDER SECTION 1 OF THIS LIMITED WARRANTY, AND IN NO EVENT SHALL COMPANY OR ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

b. Limitation of Duration of Implied Warranties

IN THE EVENT THAT ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW CANNOT BE WAIVED, SUCH WARRANTIES SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

c. Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Company's total liability arising out of or relating to this Limited Warranty for damages to your Home, belongings and Premises shall in no event exceed one million dollars ($1,000,000), in the aggregate.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Company may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Company's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who owns the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases or otherwise acquires the System from you, to the extent allowed under the Lease.

9. EARLY TERMINATION

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

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

Exhibit II

A. PV SYSTEM COMPONENTS

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

B. PV SYSTEM FIXTURES

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

C. BATTERY SYSTEM COMPONENTS

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

D. BATTERY FIXTURES

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

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Exhibit III

Form of Easement

RECORDING REQUESTED BY:
[INSERT TITLE COMPANY]

AND WHEN RECORDED RETURN TO:

[BUILDER]
Attn: _____
[BUILDER ADDRESS]

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

(Space above this line for Recorder's use.)

GRANT OF EASEMENTS
FOR
SOLAR ENERGY EQUIPMENT

This GRANT OF EASEMENTS FOR SOLAR ENERGY EQUIPMENT ("**Grant**") is made as of _____, 20___, by [*Insert Builder*], a _____ ("**Builder**") for the benefit of Sunnova Energy Corporation, a Delaware corporation ("**Grantee**") with regard to the real property ("**Property**") described on **Exhibit A** attached to and incorporated in this Grant, which Property is owned by Builder as of the date of this Grant,. The Property consists of multiple lots (each a "**Lot**"), each of which is or will be improved with a residence including an attached or detached garage (each, a "**Home**"). Builder and each successive owner of the Property are referred to collectively as **"Grantors"** and individually as **"Grantor"** in this Grant.

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

PV System Components	Battery System Components
• photovoltaic roof tiles, modular solar energy panels or laminates, ("**Solar Array**") • racking system rails, • inverters or module-level power electronics (including micro-inverters) that convert generated DC electricity to AC electricity, • 'L' brackets from "standoff" risers, • junction boxes if attached to racking, • trunk cables and other roof-top electrical wiring, and • all related hardware, and a solar energy monitoring system,	• battery cabinet containing the battery and battery electronics, • battery control panel (also called a "gateway" or "transfer switch) serving as the primary hub connecting the PV System, Home and Battery System, and containing smart controls to manage energy flow and monitoring equipment, and • battery.

The components of the PV System and the Battery System are collectively referred to in this Grant as the "**Equipment**". The Equipment shall not include: roof top junction boxes attached to roof, all rough electrical

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conductors below roof line, "standoff" risers, electrical conduits into the attic, battery backed-up loads panel containing breakers for loads that can be powered by the battery, and battery wiring inside the Home wall cavities, all of which are fixtures to the Home and shall be owned by Grantor. Installation and operation of the Equipment is consistent with public policies that encourage solar energy systems as a reliable, alternative source of clean and renewable energy.

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

3. **Shading Restrictions**. Grantor shall not permit any trees, other landscaping, structures or other objects (each, an "**Obstruction**") to be installed or maintained within the Property that cause any shading of a Solar Array. Further, Grantor shall not permit the planting of any tree or other landscape Obstruction that, at its generally-accepted mature height, will likely cause any shading of a Solar Array. Because of the prohibition against the shading of Solar Arrays and the dimensions of the Homes and Lots, the Lots in the Property may not be large enough to accommodate (i) the planting of medium or large trees in any yards of the Lots within the Property, (ii) the construction of upper-floor additions or roof-top structures on the Homes, and (iii) the growth of some trees to mature height on the Lots. Further, all Lots in the Property and all real property in the vicinity of the Property may not be subject to a prohibition against shading Solar Arrays, which means that any Solar Array could be compromised by a nearby Obstruction, rendering such Solar Array ineffective or less effective.

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

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

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

(c) Interconnection. An easement to design, layout, install, preserve, operate, maintain, test, inspect, repair, replace, improve, expand (provided such expansion is approved by Grantor) and remove such wires, conduits and other equipment and appurtenances (in each case to the extent that the same constitute Equipment) as are necessary or desirable to connect the various components of the Equipment to each other, and to connect the Equipment to (i) the point(s) on Home or Lot where the electrical energy is to be delivered to the electric grid operated by the local utility under interconnection agreements with such utility, or other energy

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

purchaser under any other agreement or arrangement with such other party, (ii) the electrical system of each Home, or (iii) telecommunication lines, in each case together with the right to access and use such portions of each Home and Lot, and to make such penetrations into each Home, as are necessary or desirable in connection with the exercise of such rights or the removal of any Equipment; and

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

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

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

7. **Grantee Use and Indemnity**. 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 occupants of each Lot to be entered by Grantee, notice of such entry upon such Lot(s), if any, not less than twenty-four (24) hours prior to such entry (a) by written instrument delivered to the occupants of each affected Lot, or (b) by telephone, facsimile or email communication if actually received by such occupants; provided that less than twenty-four (24) hours' notice may be given to the occupants, in urgent circumstances in order to address unsafe conditions or imminent risks to persons or property.

8. **Effect of Solar Agreement**. If Grantee has entered into, or hereafter enters into, a power purchase agreement, lease or similar agreement for the Equipment (each, a "**Solar Agreement**") with Grantor, then during such time as any Solar Agreements remain in force and effect, Grantee and Grantor shall exercise their respective rights

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

under this Grant in a manner that is consistent with the provisions of such Solar Agreements (whether or not such Solar Agreements are recorded in the public records)**.**

9. **Termination of Easement**.

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

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

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

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

related renewable energy incentives (including, but not limited to, production or investment tax credits, renewable energy credits, governmental and non-governmental rebates, and federal, state and local tax benefits and attributes).

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

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

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

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

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

(e) Mortgagees in Possession. Notwithstanding anything to the contrary contained herein or in any Solar Agreement, in the event foreclosure of any Lot is threatened or occurs, and both (i) ownership of such Lot is transferred to a lender or mortgagee or any other person or entity exercising the rights of a "mortgagee in possession" of such Lot (a "**MIP**"), and (ii) any Solar Agreement relating to such Lot ("**Prior Solar Agreement**") is terminated, whether by operation of law, in accordance with the Solar Agreement or this Grant or otherwise, then at the written request of the MIP or a subsequent purchaser of the Lot from the MIP, Grantee shall enter into a Solar Agreement relating to such Lot with such MIP or subsequent purchaser of the Lot on terms and conditions no less favorable to the owner of the Lot as those contained in the Prior Solar Agreement, including but not limited to the right to lease the Equipment or purchase electrical energy, as applicable, and to transfer the new Solar Agreement to any purchaser of the Lot on the same terms and conditions.

12. **Subordination.** Nothing in this Grant or any breach of this Grant renders invalid the lien of any beneficiary under any recorded mortgage or deed of trust encumbering the Property, made in good faith and for value, that

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

encumbers or conveys any portion of the Property to secure performance of an obligation; provided, however, that the rights, obligations, covenants, conditions, restrictions and easements hereunder are prior to, and shall survive the foreclosure of, any lien placed upon all or any portion of the Property, including the lien of any mortgage or deed of trust. The Equipment shall not be subject to any lien or mortgage encumbering the Property or a Lot so long as Grantee remains the owner of the Equipment.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

GRANTOR:

[BUILDER],
a _____

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

_____ (Seal)
Signature

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

GRANTEE:

Sunnova Energy Corporation,
a Delaware corporation

By:_____

Name:_____

Title:_____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

Exhibit A
to
Grant of Easements for Solar Energy Equipment

LEGAL DESCRIPTION OF THE PROPERTY

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

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

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

[TO BE USED FOR DEEDS OF TRUST IF APPLICABLE]

SUBORDINATION

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

Dated: _____

_____,
a _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[NOTARIAL ACKNOWLEDGMENT ON NEXT PAGE]

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

[NOTARIAL ACKNOWLEDGMENT TO SUBORDINATION]

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____

(here insert name and title of the officer)

personally appeared _____ _____ _____ _____,

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

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

WITNESS my hand and official seal.

_____

Signature (Seal)

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

Exhibit IV

System Purchase Price Calculation

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

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

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

Where:

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

The Useful Life of the System Components = 35 years

The Original Fair Market Value of the System Components that is the subject of this Lease (based on a $ 7.69 Fair Market Value per watt) is:

3,690 DC watts x $3.62 watt) + $15,000.00 = $ 28,376.00

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

Purchase Price	USD 28,376.00
Purchase Price Year 1	USD 28,376.00
Purchase Price Year 2	USD 27,430.00
Purchase Price Year 3	USD 26,484.00
Purchase Price Year 4	USD 25,538.00
Purchase Price Year 5	USD 24,593.00
Purchase Price Year 6	USD 23,647.00
Purchase Price Year 7	USD 22,701.00
Purchase Price Year 8	USD 21,755.00
Purchase Price Year 9	USD 20,809.00
Purchase Price Year 10	USD 19,863.00
Purchase Price Year 11	USD 18,917.00
Purchase Price Year 12	USD 17,971.00
Purchase Price Year 13	USD 17,026.00
Purchase Price Year 14	USD 16,080.00
Purchase Price Year 15	USD 15,134.00
Purchase Price Year 16	USD 14,188.00
Purchase Price Year 17	USD 13,242.00
Purchase Price Year 18	USD 12,296.00
Purchase Price Year 19	USD 11,350.00
Purchase Price Year 20	USD 10,405.00
Purchase Price Year 21	USD 9,459.00
Purchase Price Year 22	USD 8,513.00
Purchase Price Year 23	USD 7,567.00
Purchase Price Year 24	USD 6,621.00
Purchase Price Year 25	USD 5,675.00

***Includes sales tax**

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

Exhibit V

Form of Notice of an Independent Solar Energy Producer Contract

Recording Requested By and
When Recorded Mail to:

[Title Company]
[Title Company Address]
Attn: [Title Agent]

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT

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

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

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

1. This Notice pertains to real property (**"Served Property"**) that is or will be owned by _____ (**"Homeowner"**). The address of the Served Property is [PROPERTY ADDRESS] , CA [ ]. The Served Property is described on **Exhibit "A"** attached hereto.

2. The Assessor's Parcel Number of the Served Property is: [PARCEL NUMBER].

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

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

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

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

COMPANY:

SUNNOVA ENERGY CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

EXHIBIT "A"

LEGAL DESCRIPTIONS

Real property described as follows:

[LEGAL DESCRIPTION]

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

EXHIBIT "B"

SYSTEM COMPONENTS

PV SYSTEM COMPONENTS

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

BATTERY SYSTEM COMPONENTS

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

Docusign Envelope ID: 03039B3B-7CEF-4762-9CFE-E66F842C2379

Exhibit VI

.Form of UCC-1 Financing Statement

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Sunnova Energy Corporation
5201 Blue Lagoon Drive, Suite 978
Miami, FL 33126
Attention: Elizabeth Gherardi

Print Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

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

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

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☑ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Cost Center: _____ (COMMUNITY NAME Lot _____)

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

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Exhibit VII

Dispute Resolution Procedure

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

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

(a) BINDING ARBITRATION OF DISPUTES. EXCEPT AS SET FORTH IN SECTION (h) BELOW, THE PARTIES TO THIS LEASE 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 LEASE OR ANY DEALINGS BETWEEN COMPANY AND HOMEOWNER. HOMEOWNER HAS EXECUTED THIS LEASE ON BEHALF OF HIS OR HER SUCCESSORS AND CHILDREN AND OTHER OCCUPANTS OF THE HOME WITH THE INTENT THAT ALL SUCH PARTIES BE BOUND HEREBY. ANY DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION WITHIN A REASONABLE TIME AFTER SUCH DISPUTE HAS ARISEN. NOTHING HEREIN SHALL EXTEND THE TIME PERIOD BY WHICH A CLAIM OR CAUSE OF ACTION MAY BE ASSERTED UNDER THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, AND IN NO EVENT SHALL THE DISPUTE BE SUBMITTED FOR ARBITRATION AFTER THE DATE WHEN INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING BASED ON THE UNDERLYING CLAIMS IN SUCH DISPUTE WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, IT BEING INTENDED THAT ALL SUCH DISPUTES SHALL BE TIME-BARRED IN THE SAME MANNER AS IF THEY WERE BROUGHT IN COURT.

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

(b) ARBITRATION PROCEDURE. ANY AND ALL ARBITRATIONS SHALL BE DECIDED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH THE AAA'S ARBITRATION RULES MOST APPLICABLE TO THE SUBJECT MATTER AS ARE IN EFFECT ON THE DATE OF THE REQUEST. ANY JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN, AND ENFORCED BY, ANY COURT HAVING JURISDICTION OVER SUCH DISPUTE. IF THE CLAIMED AMOUNT EXCEEDS

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$250,000.00, THE DISPUTE SHALL BE HEARD AND DETERMINED BY THREE ARBITRATORS; HOWEVER IF MUTUALLY AGREED TO BY THE PARTIES, THEN THE DISPUTE SHALL BE HEARD AND DETERMINED BY ONE ARBITRATOR. ARBITRATORS SHALL HAVE EXPERTISE IN THE SUBJECT AREA(S) INVOLVED IN THE DISPUTE, WHICH SHALL INCLUDE LEGAL EXPERTISE IF LEGAL ISSUES ARE INVOLVED. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR(S). AT THE REQUEST OF ANY PARTY, THE AWARD OF THE ARBITRATOR(S) SHALL BE ACCOMPANIED BY DETAILED WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. EXCEPT AS MAY BE REQUIRED BY LAW OR FOR CONFIRMATION OF AN AWARD, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

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

(d) EFFECT OF ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND HOMEOWNER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW AND NO ARBITRATION AWARD IN ANY OTHER ARBITRATION, JUDICIAL OR SIMILAR PROCEEDING SHALL BE GIVEN PRECLUSIVE COLLATERAL ESTOPPEL EFFECT IN ANY ARBITRATION HEREUNDER UNLESS THERE IS A MUTUALITY OF ALL PARTIES. COMPANY AND HOMEOWNER FURTHER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW AND NO ARBITRATION AWARD IN ANY ARBITRATION HEREUNDER SHALL BE GIVEN PRECLUSIVE OR COLLATERAL ESTOPPEL EFFECT IN ANY OTHER ARBITRATION, JUDICIAL, OR SIMILAR PROCEEDING UNLESS THERE IS A MUTUALITY OF ALL PARTIES.

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

(f) COSTS OF ARBITRATION. UNLESS OTHERWISE RECOVERABLE BY LAW OR STATUTE, EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, FOR ANY ARBITRATION. NOTWITHSTANDING THE FOREGOING, IF A PARTY UNSUCCESSFULLY CONTESTS THE VALIDITY OR SCOPE OF THIS ARBITRATION PROVISION IN A COURT OF LAW OR EQUITY, THE NON-CONTESTING PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES,

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PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN DEFENDING SUCH CONTEST, INCLUDING SUCH FEES AND COSTS ASSOCIATED WITH ANY APPELLATE PROCEEDINGS. IN ADDITION, IF A PARTY FAILS TO ABIDE BY THE TERMS OF AN ARBITRATION AWARD, THE OTHER PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN ENFORCING SUCH AWARD.

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

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

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

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

(i) NO WAIVER OF ARBITRATION. NOTWITHSTANDING THE FOREGOING, EACH OF 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.

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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.

(Initial DS) (_____)
HOMEOWNER'S INITIALS

(Initial M)
COMPANY'S INITIALS

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Exhibit VIII

Privacy Policy Notice

Personal Information and Privacy Policy. Please see Sunnova's Privacy Policy on our website: https://www.sunnova.com/privacy-policy for more information about how we collect and use personal information. You have read, understand and agree with the terms of Sunnova's Privacy Policy as set forth on our website: https://www.sunnova.com/privacy-policy.You also understand that Sunnova's Privacy Policy may be changed from time to time.

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

Certificate Of Completion

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Source Envelope:
Document Pages: 48
Signatures: 4
Certificate Pages: 5
Initials: 5
AutoNav: Enabled
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Envelope Originator:
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kelly.quintero@sunnova.com
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Daniel Salas danielsalas359@yahoo.com Security Level: Email, Account Authentication (None)	Signed by: Daniel Salas 69B02B43F4D54D3... Signature Adoption: Pre-selected Style Using IP Address: 47.156.43.201	Sent: 2/5/2025 9:50:23 AM Viewed: 2/5/2025 10:12:44 AM Signed: 2/6/2025 7:20:54 PM
Electronic Record and Signature Disclosure: Accepted: 2/5/2025 10:12:44 AM ID: fbc194fe-f157-4d2b-87f8-d92799e540f8		
Jennifer Lopez jennifer.lopez@sunnova.com Attorney-in-Fact Sunnova Energy Corp Security Level: Email, Account Authentication (None)	Signed by: Jennifer Lopez F0317AD4F3E344A... Signature Adoption: Pre-selected Style Using IP Address: 73.1.136.13	Sent: 2/6/2025 7:20:58 PM Resent: 2/7/2025 7:36:26 AM Viewed: 2/7/2025 8:47:02 AM Signed: 2/7/2025 8:47:21 AM
Electronic Record and Signature Disclosure: Accepted: 10/23/2024 9:45:38 AM ID: 69abaf0f-b55f-4b5f-880b-9b6a590b37fc		
susan alamilla SCalClosing@PulteGroup.com Security Level: Email, Account Authentication (None)	Signed by: susan alamilla E11C464410A44A5... Signature Adoption: Pre-selected Style Using IP Address: 64.58.164.170	Sent: 2/7/2025 8:47:25 AM Viewed: 2/7/2025 12:24:58 PM Signed: 2/7/2025 12:31:34 PM
Electronic Record and Signature Disclosure: Accepted: 2/7/2025 12:24:58 PM ID: 668fa347-0235-42d0-93d0-d04268bbd67f		

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Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Julia Herdocia julia.herdocia@sunnova.com Attorney-in-Fact Sunnova Energy Corporation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/23/2024 12:48:27 PM ID: ea5fd993-555a-4fc5-b113-68c687b50a26	COPIED	Sent: 2/5/2025 9:50:22 AM Viewed: 2/7/2025 3:48:27 PM
Kelly Quintero kelly.quintero@sunnova.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/31/2024 7:13:46 AM ID: b715ad19-e83b-4b6c-a831-5e2b9f67a407	COPIED	Sent: 2/7/2025 12:31:37 PM Resent: 2/7/2025 12:31:43 PM
Keren SekerGafni keren.sekergafni@pulte.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/7/2025 12:31:38 PM Viewed: 2/7/2025 2:17:00 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	2/7/2025 7:36:26 AM
Envelope Updated	Security Checked	2/7/2025 7:36:26 AM
Certified Delivered	Security Checked	2/7/2025 12:24:58 PM
Signing Complete	Security Checked	2/7/2025 12:31:34 PM
Completed	Security Checked	2/7/2025 12:31:38 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Sunnova New Homes Closing Team (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Sunnova New Homes Closing Team:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: chapman.holbrook@sunnova.com

To advise Sunnova New Homes Closing Team of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at chapman.holbrook@sunnova.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Sunnova New Homes Closing Team

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chapman.holbrook@sunnova.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Sunnova New Homes Closing Team

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to chapman.holbrook@sunnova.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Sunnova New Homes Closing Team as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Sunnova New Homes Closing Team during the course of your relationship with Sunnova New Homes Closing Team.