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

Homeowner Information	
Homeowner Name:	**Matthew Spanos, Edmarch Schmidt**

Address History:

- **Current Address:**

  36491 Yamas Drive Apt. 2302 Wildomar, CA 92595

- **Prior Address #1:**

  34014 Corktree Rd Lake Elsinore, CA 92532

Address of Home (the "Address"):	**36351 Elizabeth Ln Unt 12104 Wildomar, CA 92595**		
Name of Community (the "Community"):	**Horizon Place**		
Daytime Phone:		**Evening Phone:**	**(530) 566-3461**
Email Address:	**srvbluesman1@gmail.com**		

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

This Agreement assures Homeowner of the following benefits:

1. No money down at closing. No maintenance costs.
2. Estimated lease payment of $130.00/month (plus any applicable taxes) for 25 years - never increases.
3. This Agreement will easily transfer at resale of the Home and is not subject to approval of the buyer's credit.
4. Designed to ensure that actual system performance will be at least 95% of estimated performance during the first year and will decline by no more than 0.5% per year during the term of this Agreement. See Exhibit 1 of this Agreement for details of Performance Guarantee.

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

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

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 Agreement.

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Amount and Date of First Payment $0.00	**Monthly Payments** Based on the best information reasonably available, the Placed in Service Date of the System Components is estimated to be [60 DAYS AFTER CLOSING DATE]. Your first monthly payment is estimated to be $130.00. It is due in the calendar month following the Placed in Service Date on the 15th day following the date of the first invoice, followed by 299 payments of $130.00 due each month on the 15th day following the date of each monthly invoice. The total of your monthly payments is estimated to be $31,200.00. The actual amount of your monthly lease payment (the "**Lease Payment**") will be determined approximately on the date the System Components are installed and Company will notify you if the actual monthly Lease Payment differs from the above-estimated monthly payment; provided however, the actual monthly Lease Payment will not exceed the above-estimated payment.	**Other Charges** (not part of your monthly payment) $0.00	**Total of Payments** (The amount you will have to pay by the end of the Term of this Agreement) $31,200.00

Purchase Option at End of Term. You have an option to purchase the System Components at the end of the Term of this Agreement for $.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 3.24 (which is estimated to deliver approximately 5726 kilowatt hours during the first year of the Term; actual performance will vary based on several factors, including, but not limited to, weather, soiling and shading). The actual size of your PV System will be determined approximately at the time of the installation of the PV System and Company will notify you if the actual size differs from the estimated size set forth herein. Please note that the System includes a battery or multiple batteries ("**Battery**" or "**Batteries**"). You authorize Company 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 Agreement is still in effect, you must either: (i) buy the System Components (or have the transferee of the Premises buy the System Components) from Company for the amount calculated pursuant to Exhibit IV; or (ii) require the transferee of the Premises to execute an agreement with Company assuming all of your obligations under this Agreement.
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 Agreement: $0.00.
Maintenance:	We are responsible for maintaining the System Components in good operating condition during the Term of this Agreement, as described in Section 3 and Exhibit I of this Agreement.
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 Agreement. See Section 3 and Exhibit I of this Agreement for a full explanation of applicable warranties and disclaimers.

Early Termination and Default:	You may terminate this Agreement before the end of the Term by purchasing the System Components at any time, including when the Premises are transferred. We may terminate this Agreement before the end of the Term if you fail to make any payment when due or you fail to perform your obligations under this Agreement, as described in Paragraph 5.04. See Section 5 of this Agreement for a full explanation of events of default, termination, and remedies. Upon such termination we shall be entitled to the remaining payments plus any lost or recaptured Renewable Energy Incentive less amounts received from any Third Party Sales (if applicable), in addition to such other remedies provided herein and by applicable law. See Section 5.04(b) of this Agreement for a further explanation.
Purchase Option Prior to the End of the 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 Agreement. This amount includes taxes.
Options at the Expiration of the Term	At the expiration of the Term of this Agreement, you have 2 options: (i) you may request that Company remove the System Components and restore the affected portions of the Building; or (ii) you may purchase the System Components for $.00. See Section 5.03 of this Agreement.
System Description	Panels: Hanwha Q Cells Modules: Mono Inverter: Enphase IQ8MC Monitor: Envoy IQ, Combiner, Interior Batteries: FranklinWH

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

This Sunnova SunSafe® Solar + Battery Storage Service Easy Plan¿ Equipment Lease (the "**Agreement**") is made as of 6/30/2024 between Matthew Spanos, Edmarch Schmidt, the purchaser of the home specified above and participant in the Sunnova SunSafe® Solar + Battery Storage Service Program ("you" or the "Homeowner"), and Sunnova Energy Corporation, a Delaware corporation, together with its successors and assigns ("**we**," "**us**," "**our**" or the "**Company**"). This Agreement covers the lease by Company to you of the System Components defined below. The System (defined below) has been installed on and within the Building at the Address of your home. This Agreement will refer to this address as the "Premises" or your "Home." This Agreement has disclosures required by the Federal Consumer Leasing Act and, where applicable, state and local law. Homeowner and Company are each individually referred to herein as a "Party" and collectively as the "Parties." All capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in Article I of this Agreement.

1. Definitions.

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

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

(b) "Association" means the Condominium Association for the Community.

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

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

(e) "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.

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

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(g) "Builder" means Lennar Homes of California, LLC, a California limited liability company, or one of its affiliates.

(h) "Building" means the structure containing the condominium units of which the Home is one unit.

(i) "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.

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

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

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

(m) "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.

(n) "Home" means the physical structure making up Homeowner's residence at the Address. The Home is a condominium unit as defined and designated in a Condominium Plan for the Building.

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

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

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

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

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

(t) "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.

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

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

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

(x) "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.

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

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

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

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part of the Building's roofing material.

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

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

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

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

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

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

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

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

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

2.3 Invoicing and Payment; Waiver of Payment Claims.

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

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

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

(d) Waiver of Payment Claims. SUBJECT TO SECTION 5.05, HOMEOWNER AGREES THAT: (1) THE OBLIGATION TO PAY ALL INVOICES AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE UNCONDITIONAL UNDER ALL CIRCUMSTANCES (WITH ONLY THE EXCEPTIONS NOTED BELOW IN THIS SECTION) AND SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT

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OF THE PARTIES THAT ALL AMOUNTS DUE AND PAYABLE BY HOMEOWNER HEREUNDER DURING THE TERM OF THIS AGREEMENT SHALL CONTINUE TO BE PAYABLE IN ALL EVENTS, INCLUDING BY HOMEOWNER'S ESTATE, EXCEPT THE PAYMENT OF INVOICES AND OTHER AMOUNTS THAT MAY BE SUBJECT TO (A) SECTION 3.04 DESCRIBING CASUALTY DAMAGE, OR (B) SECTION 2.07 DESCRIBING SUSPENDED OPERATION; AND (2) YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REVOKE ACCEPTANCE OF THE SYSTEM OR TO GRANT TO ANY THIRD PARTY A SECURITY INTEREST IN THE SYSTEM OR THIS AGREEMENT.

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

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

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

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

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

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

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

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

2.7 Suspended Operation. In the event the operation of the System is suspended for a limited period by removal of solar panels to accommodate Association repair or improvement to the Building (including roof replacement), Homeowner will remain obligated to pay the Lease Payment during the suspension period, except during a Lease Payment suspension period of not more than a total of ten (10) business days

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occurring in the prior 12-month period that includes the current suspension period. In the event of damage by a casualty as described in Section 3.04, Company and Homeowner agree that Homeowner's obligation to pay the Lease Payment will be suspended for the reasonable amount of time required to perform necessary Building repair, and replacement of the solar panels. 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.

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

3. Warranties, Maintenance, Insurance and Removal.

3.1 Warranties; Maintenance; Drone Inspection.

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

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

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

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

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

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

3.5 Solar Access and Easement. The Parties acknowledge the existence of, and agree to abide by, the Easement, the form of which is attached to this Agreement as Exhibit III and which grants Company or its third party contractors access to the Building for, among other things, installation, interconnection, activation, monitoring, inspection, evaluation, servicing, maintenance and removal of the System and any modifications to the System necessary to effect Third Party Sales (as defined in Section 5.04(b)(iii)), if applicable. The Easement shall not be affected by any termination of this Agreement and shall only terminate in accordance with its terms. The Easement prohibits the shading of roof-top solar collectors and reserves to Company a right of entry, after notice, to cure the shading of the PV System. Because of the prohibition against the shading of solar collectors and the design and dimensions of the Premises, any yard

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area of the Premises may not be large enough to accommodate (i) the planting of medium or large trees in any yard of the Premises, (ii) the construction of upper-floor additions or roof-top structures, if applicable, and (iii) the growth of some trees to mature height in any yard area of the Premises. Homeowner agrees and acknowledges that the Building may be subject to a certain Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, which together with the Easement, grant certain rights to Company including the right to cure any prohibited shading of the PV System, as such term is defined thereunder.

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

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

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

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

3.9 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.

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

4.2 Solar Fixtures. The Association (or the Homeowner, or all homeowners in the Building, as described in the Community governing documents) owns(s) fee title to the Building and the roof of the Building, which includes the Solar Fixtures.

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

Notwithstanding anything to the contrary in this Agreement, Company shall transfer any environmental attributes (including tax credits, offsets, allowances, certificates and other such rights) allocable to the System or energy produced thereby to the Local Electric Utility as and to the extent necessary to permit Homeowner's participation in a net metering arrangement with such Local Electric Utility as described in Section 2.05, or as otherwise required by the Local Electric Utility.

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

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

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

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

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

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

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

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

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

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

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

5.4 Homeowner Default.

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

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

(ii) the failure to perform any other material obligation (other than those listed in this Section 5.04(a)) set forth in this Agreement (which includes any negative obligations undertaken by Homeowner hereunder) within thirty (30) calendar days after written notice;

(iii) the failure to cooperate with Company to permit the interconnection and activation of the System, pursuant to Section 2.04, if such failure is not remedied within thirty (30) calendar days after written notice;

(iv) Homeowner denies Company or its third party contractors access to the Premises as necessary under the terms of this Agreement or violates the terms of the Easement or the Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, as applicable, and such denial or violation continues and is not remedied by the date that is thirty (30) calendar days after written notice;

(v) Homeowner attempts to, or does, assign, transfer, encumber, sublet or sell its interest under this Agreement, in any form or manner, except with respect to the sale of the Home, as provided for in Section 5.01, without Company's prior written consent;

(vi) Homeowner Bankruptcy; or

(vii) Homeowner damages or otherwise acts negligently or with willful misconduct regarding the System or any other property or right of Company (including, without limitation, any monitoring and metering equipment), including breach of Sections 3.06 (No Alteration), 3.07 (No Removal of System Components by Homeowner), 3.8 (Duty to Notify) and 3.9 (Duty to Cooperate).

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

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

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

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

(iv) collect as actual damages the remaining payments due under this Agreement (including all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing), *plus* the value of any Renewable Energy Incentives lost or recaptured as a result of Homeowner Event of Default, *less* any amounts Company recovers or reasonably expects to recover from any Third Party Sales (if applicable). Company will provide you with calculation(s) of its measure of damages.

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

5.5 Company's Default.

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

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

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

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and/or

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

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

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

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

6. **Miscellaneous**.

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

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

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

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

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

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

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

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

6.5 Governing Law; No Jury Trial. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state in which the Home is 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 Home is located, with the place that any arbitration proceedings are conducted to be not more than approximately 25 miles from the Home or other location mutually agreed to by the Parties. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AS SET FORTH BELOW.

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

6.7 Lender Accommodations. Homeowner acknowledges that Company may finance the development,

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on the following page]

AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORT

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

DS MS DS ES
HOMEOWNER'S INITIALS

DS EG as attorney in fact
COMPANY'S INITIALS

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

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

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

SUNNOVA ENERGY CORPORATION,
a Delaware corporation

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

Name - Elizabeth Gherardi, as attorney-in-fact
Title: AUTHORIZED SIGNATORY
Date Signed: 6/30/2024

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

DocuSigned by:
Matthew Spanos
E04415AA229340F...
Name - Matthew Spanos
Date 6/30/2024

DocuSigned by:
Edmarch Schmidt
D8519B0000CE4F1...
Name - Edmarch Schmidt
Date 6/30/2024

Name -
Date

Name -
Date

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Exhibit I

Sunnova Protect® Platinum Limited Warranty

to

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

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

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

1. LIMITED WARRANTIES

a. PV System Warranty

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

b. Roof Warranty

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

c. Repair Promise

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

d. Battery Warranty

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

e. System Operation and Curtailment

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

f. Limited Warranty Length

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

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

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

g. Power Production Guarantee

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

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

YEAR	GUARANTEED ANNUAL PRODUCTION
1	5439.7
2	5412.5015
3	5385.303
4	5358.1045
5	5330.906
6	5303.7075
7	5276.509
8	5249.3105
9	5222.112
10	5194.9135
11	5167.715
12	5140.5165
13	5113.318
14	5086.1195
15	5058.921
16	5031.7225
17	5004.524
18	4977.3255
19	4950.127
20	4922.9285
21	4895.73
22	4868.5315
23	4841.333
24	4814.1345
25	4786.936

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

(iii) Within30 days of its receipt of your request for review, Company will review the actual production of the PV System using the monitoring system to measure and record the AC electricity produced by your PV System in kilowatt hours during the prior 12-month period that ends on the anniversary of your first monthly payment ("**Actual Annual Production**"). In any such period, if the Actual Annual Production is less than the Guaranteed Annual Production for such period, the difference between the Guaranteed Annual Production and the Actual Annual Production for such period shall be referred to as a "**Shortfall**." If all other conditions set forth herein have been met, you will receive a credit against your next Company invoice equal to a portion of the total annual Lease Payments you made during such 12-month period, determined by multiplying the total annual Lease Payments you made during such period by the ratio

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

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

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

h. General

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

i. Power Monitor

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

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

j. Output Warranty

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

k. Claims Process

You can make a claim by:

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

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

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

l. Transferable Limited Warranty

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

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

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

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

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

(iii) Your failure to perform, or breach of, your obligations under the Agreement (for example, you modify or alter the System);

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

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

(vi) Any System failure or lost production not caused by a System or Battery defect (e.g., the PV System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);

(vii) Theft or vandalism of the System;

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

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

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

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

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

n. Your Additional Obligations

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

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

During the Warranty Term you agree:

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

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

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

(iv) To perform your obligations under this Limited Warranty and not take or fail to take any action that would cause this Limited Warranty to be canceled or terminated, disqualify the System from continuing eligibility for maintenance, repairs, or other services available under the Limited Warranty, or disqualify or void any other manufacturer's warranty or equipment manufacturer's warranty applicable to any component of the System;

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

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

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

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

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

(x) To permit Company, after we give you reasonable notice, to inspect the System for proper

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operation as we reasonably determine necessary;

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

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

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

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

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

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

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

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

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

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

2. COMPANY'S STANDARDS

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

3. SYSTEM REPAIR OR REMOVAL AND INFORMATION AND DATA

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

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

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

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

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

(i) Remote Management and Discharge

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

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

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

5. BACKUP POWER; RELEASE OF LIABILITY

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

6. FORCE MAJEURE

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

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

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

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

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

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

7. LIMITATIONS ON LIABILITY

a. No Consequential Damages

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

b. Limitation of Duration of Implied Warranties

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

c. Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Company's total liability arising out of or relating to this Limited Warranty for damages to your Home, belongings and Premises shall in no event exceed five hundred thousand dollars ($500,000).

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

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

9. EARLY TERMINATION

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

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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' brackets 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 (that 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 (that 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

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Exhibit IV

System Purchase Price Calculation

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

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

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

Where:

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

The Useful Life of the System Components = 35 years

The Original Fair Market Value of the System Components that are the subject of this Agreement (based on a $25,340.00 Fair Market Value per watt) is:

3240 DC watts x $7.82/watt + $14,000.00 = $39,336.80

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

Year of the Term	System Purchase Price*	Year of the Term	System Purchase Price*
1	$25,340.00	14	$14,359.00
2	$24,495.00	15	$13,515.00
3	$23,651.00	16	$12,670.00
4	$22,806.00	17	$11,825.00
5	$21,961.00	18	$10,981.00
6	$21,117.00	19	$10,136.00
7	$20,272.00	20	$9,291.00
8	$19,427.00	21	$.00
9	$18,583.00	22	$.00
10	$17,738.00	23	$.00
11	$16,893.00	24	$.00
12	$16,049.00	25	$.00
13	$15,204.00		

***Includes sales tax**

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Exhibit V

Form of Notice of an Independent Solar Energy Producer Contract

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Exhibit VI

Form of UCC-1 Financing Statement

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Exhibit VII

Dispute Resolution Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DS MS DS ES

HOMEOWNER'S INITIALS

DS EG as attorney in fact

COMPANY'S INITIALS

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Exhibit VIII

Privacy Policy Notice

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

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

This **SOLAR ENERGY SYSTEM ADDENDUM** (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase Agreement and Deposit Receipt and Escrow Instructions (the "**Purchase Agreement**") dated as of the twenty-ninth day of June, 2024, between Matthew Spanos, Edmarch Schmidt (collectively, "**Buyer**" or "you") and Seller, as defined in the Purchase Agreement, regarding the residential real property described in the Purchase Agreement and located in the City/County of Wildomar / Riverside California (the "**Property**").

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

2. **Solar Energy System Description**. Subject to Section 11 below, the residential condominium unit (the "**Home**") that is part of the Property, will be served by a solar energy system (the "**System**") including both (i) a photovoltaic system ("**PV System**")mounted on the roof of the building in which the Home is located ("**Building**"), that generates solar energy and, with other components on or within the Building ("**PV System Components**"), aconverts the solar energy to electricity, and (ii) an energy storage system ("**Battery System**") that with other battery components ("**Battery System Components**") mounted within the Home's garage or on the Building, stores the electricity for use in the Home, along with other fixtures related to these components. Together, the PV System Components and the Battery System Components are the "**System Components**".

The PV System Components consist of the following:

(a) Photovoltaic roof tiles, modular solar panels or laminates, that collect solar energy and generate DC electricity ("**Solar Array**");

(b) Racking system rails, on which Solar Arrays are mounted;

(c) Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity;

(d) 'L' brackets from "standoff" risers, that secure the racking system to the roof;

(e) Junction boxes if attached to racking;

(f) Trunk cables and other roof-top electrical wiring; and

(g) All related hardware and a web-based solar energy monitoring system (which may require Buyer to have an internet connection and a router with an available port if the Home is not located in an area with cellular service reasonably acceptable to System Owner).

The Battery System Components consist of the following:

(a) Battery Cabinet containing the battery and battery electronics;

(b) Battery Control Panel (also called a "Gateway" or Transfer Switch") that is the primary hub connecting the PV System, the Home and the Battery System, and contains smart controls to manage energy flow and monitoring equipment;

(c) Battery, typically mounted on a wall in the garage of the Home, or at System Owner's sole discretion in another suitable location compliant with applicable building codes and manufacturer's requirements.

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

4. **Solar Lease**.

4.1 Lease Payment. As set forth in the Solar Lease, the Solar Lease is a lease of the System Components between System Owner (who retains ownership of the System Components) and you as the Property owner, in which (i) you agree to permit System Owner to operate, maintain and repair the System Components on and within the Building and the Home's garage, and (ii) you agree to pay a fixed, monthly payment (the "**Lease Payment**") in consideration for the System Owner leasing the System Components to you and providing you with all of the electricity generated by the PV System ("**Generated Electricity**")for

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a twenty-five (25) year term. You will be required to start paying the Lease Payment on the later of the Placed in Service Date or Close of Escrow (as defined in the Solar Lease). Local law may entitle you to credits or payments from the local electric utility for the Generated Electricity. You will be responsible for executing and complying with any agreements or other documents with the local electric utility in order to obtain such credits and payments for your own account. Regardless of your participation in such a program, you will be responsible for making the Lease Payment to System Owner each month.

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

A. YOU AND THE RESALE BUYER MUST, WITHOUT PENALTY, ENTER INTO AN AGREEMENT TO ASSIGN THE SOLAR LEASE TO THE RESALE BUYER WHO AGREES TO ASSUME THE SOLAR LEASE OBLIGATIONS, FOR THE BALANCE OF THE 25 YEAR TERM; OR

B. YOU OR THE RESALE BUYER OF YOUR PROPERTY MUST PURCHASE THE SYSTEM COMPONENTS FOR AN AMOUNT CALCULATED IN ACCORDANCE WITH EXHIBIT IV OF THE SOLAR LEASE AND AS DESCRIBED BELOW (THE "**SYSTEM PRICE**").

4.2.1 Possible Impacts of Solar Lease on Resale of Property.

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

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

4.2.2 Example of System Price on Resale of Property.

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

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

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

Example:

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

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

*Includes Sales Tax

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

4.4 Options at Expiration of the Term of Solar Lease. At the expiration of the term of the Solar Lease, you will have the option to: (a) purchase the System Components for the fair market value of the System Components described in Exhibit IV of the Solar Lease; (b)or have System Owner remove the System Components from the Building and the Home and restore the affected portion of the Building's roof, as described in the Solar Lease and the Solar Equipment Easement (defined below).

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

4.6 System Owner and Buyer Obligations.

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

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

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

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

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any Solar Arrays that are subject to the Solar Lease.

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

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

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

5. **Purchase of System Components**.

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

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

5.3 Exclusive Use Rights & Obligations. If you elect to purchase the System Components, you will have the exclusive use of a designated portion of the common roof of the Building for the installation, operation, maintenance and removal of the PV System, subject to related requirements of the homeowners association responsible for maintenance of the Building, including the obligation at your cost to maintain liability insurance that names the homeowners association as an additional insured against injury or damage arising from the System.

5.4 Release of Easement. If you elect to purchase the System Components, at the Close of Escrow or at any other time after that, if the Solar Equipment Easement is reported to encumber the Property as a matter of record, System Owner will act to release the Solar Equipment Easement from the Property as a matter of record.

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

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

7.1 The Solar Declaration. In an effort to control the effect of shading from obstructions located on neighboring land developed by Seller, the Building and some or all of the condominium buildings in the

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vicinity of the Building may be subject to a recorded Declaration of Solar Energy Covenants, Conditions and Restrictions ("**Solar Declaration**") that prohibits the shading of roof-top Solar Arrays of the PV System on the Building and certain neighboring buildings. If a Solar Declaration has been recorded over the Property, the Solar Declaration reserves to the System Owner a right of entry, after notice, to cure the shading of any Solar Arrays that are subject to a Solar Lease. The Solar Declaration also restricts the height of trees, structures and other improvements that cast a shadow over any Solar Array ("**Prohibited Shading**"). If a Solar Declaration has been recorded and is applicable to the Property, you will be provided a copy of it. You are advised to fully read and understand the Solar Declaration and to consider the effect of the Prohibited Shading restriction when making a decision to purchase the Property. A homeowners association and homeowners may have the right, but not the obligation, to enforce a recorded Solar Declaration.

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

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

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

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

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

8.3 Processing Applications for Electric Utility Interconnection and Incentives. If the Generated Electricity exceeds the electricity consumed and stored at the Home, the excess energy is exported to the local electric transmission grid, under the terms of an interconnection agreement for the Home with the Utility Company. You agree to sign and return to the System Owner within 10 business days of your receipt thereof, any such interconnection agreement and other documentation to the extent required for participation in the Utility Incentives program of the Utility Company or as may be required under the

terms of the Solar Lease, including, without limitation, any Renewable Energy Credit Purchase Contract. The interconnection agreement must be approved by the Utility Company before the System may be activated, and the Utility Company may take sixty (60) or more days to approve an interconnection agreement after its submission to the Utility Company. Also under the terms of the interconnection agreement, you may be eligible to receive credits for the excess Generated Electricity exported to the grid. The terms of the interconnection agreement with the Utility Company are subject to change. To obtain up-to-date information on the interconnection agreement, contact the Utility Company at _____, or their website at: _____. The Utility Incentives program may also require you to provide proof to the Utility Company that you carry homeowner's liability insurance in an amount required by the Utility Company. If you elect to enter into the Solar Lease with the System Owner, then you also agree to assign any Utility Incentives to the System Owner, other than (a) any credit or payment from the Utility Company for Generated Electricity that exceeds the electricity consumed and stored at the Home, or (b) any incentives offered by the Utility Company only to its customers and that may not be assigned. You agree to cooperate in good faith with Seller, the System Owner and the Utility Company to (i) activate the System, and (ii) implement this Section for participation in the Utility Incentives program and to execute any additional documents or take any additional action that is necessary or required by the Utility Company, Seller, the System Owner or the Solar Lease, in a timely manner in order to facilitate such participation.

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

9. **Warranties and Performance**.

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

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

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

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

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

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opportunities for customer participation in third-party programs subject to a separate agreement, and you may be eligible to receive compensation from System Owner in connection with such programs

9.4 Backup Power; Release of System Owner Liability. As provided in the System Owner Warranty, a Battery System may offer only limited backup power in the event of a power outage. Under the terms of the System Owner Warranty (a) System Owner may direct for use or export within certain limited circumstances, described above, up to 80% of a Battery System's stored energy, (b) You agree that only the energy stored in the Battery System battery (if any) at the time of a power outage will be available to you for backup power services, as well as any additional energy produced by the System during that outage, (c) System Owner provides no guarantee or warranty that the Battery System backup capacity, if any, will be available without interruption during every power outage; and (d) You also agree that System Owner will not be liable in the event the Battery System fails to provide backup power, and System Owner disclaims any such liability irrespective of the reason for such failure, excluding only liability from failure of the Battery System to provide backup power arising out of System Owner's gross negligence or willful misconduct. DO NOT DEPEND ON BATTERY BACKUP TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

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

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

10.1 No Seller Representations or Warranties. ALL TERMS OF THE PERFORMANCE, WARRANTIES AND OTHER ASPECTS OF THE SYSTEM ARE SET FORTH IN THE WRITTEN MATERIALS PROVIDED TO BUYER BY SYSTEM OWNER OR SYSTEM MANUFACTURER. SELLER, ITS SALES ASSOCIATES, AFFILIATES AND REPRESENTATIVES DO NOT REPRESENT SYSTEM OWNER OR THE SYSTEM MANUFACTURER. SELLER, ITS SALES ASSOCIATES, AFFILIATES AND REPRESENTATIVES HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES TO BUYER OF ANY KIND, TYPE OR NATURE REGARDING THE SYSTEM, INCLUDING BUT NOT LIMITED TO (A) SYSTEM PERFORMANCE (INCLUDING ANY PERFORMANCE GUARANTEES), (B) THE TERMS OF THE SYSTEM LIMITED WARRANTY FROM SYSTEM OWNER OR THE MANUFACTURER'S WRITTEN WARRANTY (IF ANY), (C) MAINTENANCE OR WARRANTY SERVICE BY EITHER SYSTEM OWNER OR THE SYSTEM MANUFACTURER, AND (D) ENERGY COST SAVINGS, TAX BENEFITS, CASH GRANTS OR REBATES DERIVED FROM THE SYSTEM. ANY SUCH REPRESENTATIONS, GUARANTEES AND WARRANTIES ARE FROM SYSTEM OWNER OR SYSTEM MANUFACTURER, AND SELLER DISCLAIMS LIABILITY FOR ANY SUCH REPRESENTATIONS AND WARRANTIES.

10.2 No Seller Maintenance, Warranty Service or Liabilities. BUYER MUST LOOK SOLELY TO SYSTEM OWNER OR SYSTEM MANUFACTURER REGARDING THE SYSTEM, INCLUDING MATTERS OF SYSTEM PERFORMANCE, SYSTEM DEFECT CLAIMS, AND THE PERFORMANCE OF SYSTEM MAINTENANCE OR WARRANTY SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER AND ITS AFFILIATES ASSUME NO LIABILITY FOR (1) THE INACCURACY OF SYSTEM INFORMATION PROVIDED BY SYSTEM OWNER AND REFERENCED HEREIN BY SELLER IN RELIANCE THEREON, (2) THE PERFORMANCE OF THE SYSTEM AND SYSTEM COMPONENTS, (3) THE PERFORMANCE OF MAINTENANCE OR WARRANTY SERVICE ON THE SYSTEM COMPONENTS, (4) DAMAGE TO THE HOME OR BUILDING CAUSED BY THE SYSTEM, AND (5) SYSTEM OWNER'S REMOTE MONITORING, UPDATING, CONTROLLING, CHARGING ENERGY TO, OR DISCHARGING ENERGY FROM, THE BATTERY SYSTEM.

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

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

11. **Termination**. In the event the Close of Escrow occurs prior to the complete installation of the System Components and the activation of the System, and such complete installation and activation does not occur within ninety (90) days from the Close of Escrow due to Buyer's failure to (i) sign the interconnection agreement or related documentation, or (ii) cooperate in the activation of the System, as described in this Addendum, Seller may

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unilaterally cancel and terminate this Addendum without any further obligations or liabilities hereunder.

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

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

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

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

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

DocuSigned by:
Matthew Spanos
E04415AA229340F...
Buyer - Matthew Spanos
Date 6/30/2024

DocuSigned by:
Edmarch Schmidt
D8519B0000CE4F1...
Buyer - Edmarch Schmidt
Date 6/30/2024

Buyer -
Date

Buyer -
Date

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

DocuSigned by:
Heidi Washkuhn
A359EA894F3B465...
By
Title: Authorized Representative
Heidi Washkuhn
Date Signed by Seller: 6/30/2024

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ATTACHMENT TO SOLAR ENERGY SYSTEM ADDENDUM

SOLAR PAYMENT ELECTION ADDENDUM

Sunnova SunSafe® Solar + Battery Storage Lease or Purchase Option

This **SOLAR PAYMENT ELECTION ADDENDUM** ("**Election Addendum**") is executed with and incorporated into the Solar Energy System Addendum ("**Solar Addendum**") to the Purchase Agreement and Deposit Receipt and Escrow Instructions (the "**Purchase Agreement**") dated as of the twenty-ninth day of June, 2024, between Matthew Spanos, Edmarch Schmidt (collectively, "**Buyer**") and Seller, regarding the Property consisting of residential real property located in the City/County of Wildomar / Riverside, California.

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

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

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

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

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

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

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

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

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Matthew Spanos
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Buyer - Matthew Spanos
Date 6/30/2024

DocuSigned by:
Edmarch Schmidt
D8519B0000CE4F1...

Buyer - Edmarch Schmidt
Date 6/30/2024

Buyer -
Date

Buyer -
Date

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

DocuSigned by:
Heidi Washkuhn
A359EA894F3B465...

By
Title: Authorized Representative
Heidi Washkuhn
Date Signed by Seller: 6/30/2024