



Solar 20/20 Plan Agreement and Covenants

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

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

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

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

Homeowner Information

Homeowner Name:	Thomas Jimenez, Ephriam Jimenez		
Address of Home (the "Address"):	16268 Valley Oak Lane Fontana, CA 92336		
Name of Community (the "Community"):	Jasmine at The Arboretum		
Daytime Phone:		Evening Phone:	909-702-5298
Email Address:	tomazjimenez@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)
----------------------------------	--

Summary of Terms

Estimated Placed in Service Date:	5/9/2020
Approximate System Size (in DC kW):	2.240 (which is estimated to deliver approximately 3,501 kilowatt hours during the first year of the Term; actual performance will vary based on several factors, including weather, soiling and shading).
Transfer of Ownership:	If the Premises are sold or transferred while this Agreement is still in effect, you must either: (i) buy the PV System (or have the transferee of the Premises buy the PV System) from the Company for the amount calculated pursuant to <u>Exhibit IV</u> or (ii) require the transferee to execute an agreement with the Company assuming all of your obligations under this Agreement.
Buy-Out Option:	You have the option to purchase the PV System at any time. The purchase price for the PV System will be the PV System's fair market value, as may be determined by a third party independent appraiser.

Sunstreet Rate:	<p>The monthly SunStreet Rate for the Term of this Agreement shall be calculated (as set forth in <u>Exhibit I</u>) at a 20% discount from the Reference Rate, which is based on the monthly blended retail rate charged by the Local Electric Utility, including other rate-based charges by the Local Electric Utility. The SunStreet Rate is stated in dollars per kWh. Your SunStreet Rate for the first month of the Term is estimated to be \$0.15874/kWh, assuming your Placed in Service Date falls in the month of May. Your SunStreet Rate may vary each month as the Local Electric Utility's rates vary from month to month</p> <p>THE PAYMENT YOU OWE IS BASED ON THE SUNSTREET RATE MULTIPLIED BY THE TOTAL GENERATED ELECTRICITY, REGARDLESS OF THE AMOUNT OF ELECTRICITY YOU ACTUALLY CONSUME.</p> <p>In addition to the SunStreet Rate, Homeowner will be responsible for any processing fees (for paper billing and/or non-electronic payments), and all taxes levied on the purchase or sale of electricity under this Agreement (including, potentially, state and local sales, transfer taxes on the equipment, based on the payments made hereunder) which the Company will collect from Homeowner for transmittal to the appropriate taxing authority.</p>
------------------------	--

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

This Solar 20/20 Plan Agreement and Covenants (the "Agreement") is made as of 04/09/2020 between Thomas Jimenez, Ephriam Jimenez, the purchaser of the home specified above and participant in the SunStreet Solar Home Program ("you" or the "Homeowner"), and SunStreet Energy Group, LLC, a Delaware limited liability company, together with its successors and assigns ("we," "us," "our" or the "Company" , which is an affiliate of Lennar Corporation]**). This Agreement covers the sale of generated electricity from the solar photovoltaic system (the "PV System") described below by the Company to you. The PV System has been installed at the Address. This Agreement will refer to this address as the "Premises" or your "Home." This Agreement is up to fifteen (15) pages long and has up to eleven (11) Exhibits. The Homeowner and the Company are each individually referred to herein as a "Party" and collectively as the "Parties." All capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in Article I of this Agreement.

1. Definitions.

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

- (a) "Address" shall have the meaning set forth under Homeowner Information on page (1) hereof.
- (b) "Bankruptcy" means, with respect to any Party, such Party (a) files a petition or otherwise begins, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed against it, (b) makes an assignment or general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee or similar official appointed with respect to it or any substantial part of its property or assets, or (e) is generally unable to pay its debts as they become due.
- (c) "Builder" means Lennar Homes of California, Inc., a California Corporation, or one of its affiliates
- (d) "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.
- (e) "Community" shall have the meaning set forth under Homeowner Information on page (1) hereof.
- (f) "Company" means SunStreet Energy Group, LLC, a Delaware limited liability company, or any subsidiary thereof.
- (g) "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.
- (h) "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.

- (i) "Generated Electricity" means the quantity of 60-cycle alternating current (AC) electricity generated by the PV System.
- (j) "Home" means the physical structure making up the Homeowner's residence at the Address.
- (k) "Home Purchase Agreement" means that certain Purchase and Sale Agreement by and between Homeowner and Builder for the purchase and sale of the Home.
- (l) "Homeowner" means the purchaser of the home specified above.
- (m) "Interest Rate" means the lesser of (i) 10% or (ii) the maximum rate permitted by law.
- (n) "Local Electric Utility" means the local electric utility that provides retail electric service to Homeowner.
- (o) "Ownership" or "Own" or "Owner" refers to, with respect to the Company or the Lender, ownership of the PV System Component Parts through a direct or indirect ownership interest.
- (p) "Ownership Benefits" means Ownership of the installed PV System Component Parts, along with all associated benefits, including, but not limited to, Generated Electricity, Renewable Energy 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.
- (q) "Placed in Service Date" means the date on which the Company has (1) received all necessary approvals from the Local Electric Utility and other relevant authority, WHICH MAY OR MAY NOT HAVE OCCURRED PRIOR TO THE CLOSE OF ESCROW and (2) completed the energization of the PV System and connection thereof with the Local Electric Utility.
- (r) "Premises" means the Homeowner's Home and all surrounding property to which Homeowner holds title at, or otherwise exercises control over, the Address.
- (s) "PV System" means the solar photovoltaic ("PV") system installed on the roof of the Home, as is more fully described in Exhibit II, which shall include the PV System Component Parts and the Solar Fixtures.
- (t) "PV System Component Parts" means the PV System solar panels, inverters and, if applicable, racking system described in Exhibit II; provided, however, that PV System Components Parts do not include the Solar Fixtures.
- (u) "Reference Rate" shall have the meaning set forth in Exhibit VI.
- (v) "Renewable Energy Incentives" means (i) all available production or investment tax credits and credits related to climate change associated with the construction or operation of the PV System applicable to a federal, state or local taxation obligation, (ii) all federal, state and local tax benefits (including, without limitation, deductions, accelerated depreciation, credits and other allowances) and tax attributes relating to the PV System, and (iii) all other current and future financial incentives relating to the installation or Ownership of the PV System (including, without limitation, governmental, utility and nongovernmental credits, grants, rebates, and renewable energy credits or certificates, including rebates under the California Energy Commission's New Solar Home Partnership). For the avoidance of doubt, Renewable Energy Incentives do not include, and the Company is not entitled to: (I) credits or payments from the Local Electric Utility to its customers for the power generated by the PV System pursuant to the Local Electric Utility's applicable rate and rate design, as set forth in Section 2.06 or (II) incentives offered by the Local Electric Utility only to its customers, unless such incentives may be assigned by the Homeowner to a third party, in which case Homeowner agrees to assign such incentives to Company.
- (w) "Solar Fixtures" means the materials and parts of the PV System that are not PV System Component Parts, each as identified in Exhibit II.
- (x) "SunStreet Rate" is the rate per kilowatt hour charged to Homeowner each month for the Generated Electricity. The SunStreet Rate is calculated as set forth in Exhibit I.
- (y) "Term" shall commence on the later of the Close of Escrow or the Placed in Service Date. However, if the Placed in Service Date has not occurred prior to the Close of Escrow, Company will request from Homeowner an in-house appointment to energize the PV System. If Homeowner does not schedule such appointment within ten (10) business days after the delivery by Company to Homeowner of a written request for such appointment or if the appointment is cancelled or rescheduled and does not take place within twenty (20) business days after the delivery of such request, then the Term shall nonetheless commence no later than twenty (20) business days after the

delivery of such request. The Term shall end 20 years after it commences, unless this Agreement is terminated earlier pursuant to Section 2.02 or Section 5.

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

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

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

2.01 Generated Electricity. The Company shall sell to Homeowner, and Homeowner shall purchase from the Company, all Generated Electricity (regardless of the amount of Generated Electricity actually consumed) from the PV System during the Term at the applicable SunStreet Rate calculated as provided in Exhibit I; provided, however, that if the monitoring system is inoperable for a period of time for any reason, including the Homeowner's failure to obtain or maintain working internet and electrical connections, the Company may charge the Homeowner for the estimated amount of Generated Electricity received by the Homeowner during the applicable period. In the first year of the Term, such estimated production will be based on the Company's production projections. After the first year of the Term, such estimated production will be based on the historical production of the PV System during the same period in the prior year. In order to account for the expected degradation of the PV System, in each subsequent year in which the Homeowner is charged for the estimated amount of Generated Electricity, the estimated production will be decreased by 0.7% from the prior year's estimated production. The actual performance of the PV System will vary from the estimated production based on several factors, including, without limitation, weather, soiling and shading.

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

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

2.03 Invoicing and Payment; WAIVER OF PAYMENT CLAIMS.

(a) Monthly Invoice. The Company shall invoice Homeowner monthly on such date as the Company may select, for the previous month's Generated Electricity, including all applicable taxes to be collected from Homeowner by the Company for transmittal to the appropriate taxing authority. The invoice shall specify the payment due, which shall equal (A) the product of (1) the Generated Electricity in the relevant month and (2) the SunStreet Rate for such month plus (B) any taxes or other amounts for which Homeowner is responsible under this Agreement. As provided in Sections 2.01, 2.06, 2.07, 3.08 and 3.09, where necessary, the Company may send an estimated invoice.

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

(c) Method of Payment. [Each monthly payment shall be paid in lawful money of the United States of America by personal check or automated clearing house (ACH) transfer through such bank or financial institution as shall be approved in writing by Company, in Company's reasonable discretion, and to an account designated by Company, pursuant to an Authorization Agreement for Pre-authorized Payments, in the form attached hereto as Exhibit VIII. Each monthly payment shall be due (and the ACH payment shall be initiated by Company) on the twentieth (20th) day following the date of invoice. In the event Homeowner requests paper billing and/or does not make a payment pursuant to an ACH payment, or via other electronic means, Homeowner will be charged a processing fee equal to \$1.00 per paper bill/non-ACH payment, which fee may be increased at the Company's discretion from time to time. All invoices will be sent to the Homeowner by electronic mail or U.S. mail (if so requested by Homeowner and subject to the \$1.00 processing fee). Any payments not made when due (including as a result of insufficient funds by Homeowner or any other reason that is not the fault of Company), will be deemed delinquent and will accrue interest at the Interest Rate from and including the due date to but excluding the date the delinquent amount is paid in full, or as otherwise permitted by law.

(d) Waiver of Payment Claims. SUBJECT TO SECTION 5.05, HOMEOWNER AGREES THAT THE OBLIGATION TO PAY ALL INVOICES AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS

PAYABLE BY HOMEOWNER HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS, INCLUDING BY HOMEOWNER'S HEIRS AND ESTATE AND EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.05, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REVOKE ACCEPTANCE OF THE PV SYSTEM OR TO GRANT TO ANY THIRD PARTY A SECURITY INTEREST IN OR TO THE SYSTEM OR THIS AGREEMENT.

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

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

2.06 Payments and Credits from the Local Electric Utility / Rate Design. If the Generated Electricity exceeds the Homeowner's use of electricity at the Premises during any Local Electric Utility calculation period during the Term of this Agreement, local law currently entitles the Homeowner to credits or payments from the Local Electric Utility for the Generated Electricity that is placed onto the transmission and distribution grid of the Local Electric Utility as a result of such excess. The Homeowner shall be responsible for executing, returning (within ten (10) business days of delivery thereof) and complying with any agreements or other documents in order to obtain such credits and payments and as necessary for the interconnection and activation of the PV System. The Homeowner shall be entitled to retain all such credits or payments for its own account. The Homeowner acknowledges and understands that local law may change and the Homeowner may not be entitled to the same credits or payments from the Local Electric Utility for the Generated Electricity throughout the Term. **Regardless of Homeowner's participation in such a program, and regardless of any changes in the laws affecting rate structure applicable to Homeowner, Homeowner is responsible for purchasing all Generated Electricity from the PV System.**

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

3. Warranties, Care and Maintenance.

3.01 Warranties; Maintenance. The Company will use commercially reasonable efforts to enforce all warranty terms to perform necessary corrective maintenance in accordance with the terms of the applicable manufacturers' and vendors' warranties. If necessary, Homeowner will reasonably cooperate with the Company when scheduling repairs. The Company will maintain the PV System in good operating condition; provided, however, that Homeowner will be responsible for any damage caused by Homeowner or Homeowner's guests, invitees, contractors or agents. THERE ARE NO OTHER

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE INSTALLATION, DESIGN, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, ELECTRICITY GENERATION CAPACITY, SUITABILITY OR PERFORMANCE OF THE PV SYSTEM OR ITS INSTALLATION, ALL OF WHICH WARRANTIES ARE HEREBY DISCLAIMED. THE FOREGOING DISCLAIMER DOES NOT, HOWEVER, LIMIT THE COMPANY'S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT.

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

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

3.04 Casualty Losses. If the PV System is damaged by a casualty covered by insurance maintained by Company, the Company will promptly repair and replace the damaged portions of the PV System as necessary to restore it to good working condition. If the PV System is damaged by a casualty not covered by insurance maintained by the Company, the Company may at its option repair and restore the PV System to good working condition or terminate this Agreement and, at Homeowner's option, (i) convey the PV System in its existing condition, as is, to the Homeowner or (ii) remove the PV System and restore the roof to a sound and watertight condition that is architecturally consistent with the rest of the Home. Notwithstanding the foregoing, if the Company accepts assignment of insurance proceeds from Homeowner (as set forth in Section 3.03) for repair or restoration of the PV System, the Company shall repair and restore the PV System to good working condition.

3.05 Solar Access and Easement. The Parties acknowledge the existence of, and agree to abide by, the Easement, the form of which is attached to this Agreement as Exhibit III and which grants the Company or its third party contractors access to the Premises for, among other things, installation, interconnection, activation, servicing, maintenance and removal of the PV System and any modifications to the PV System necessary to effect Third Party Sales (as defined in Section 5.04(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. Homeowner agrees and acknowledges that the Premises are subject to that certain Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, which together with the Easement, grant certain rights to the Company including the right to cure "Prohibited Shading" as such term is defined thereunder.

Without limiting Homeowner's obligations and the Company's rights under the Easement and the Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, 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 the Premises during the Term. Homeowner shall not install other landscaping, structures or improvements on the Premises that would, or could reasonably be expected to, block the PV System's access to sunlight.

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

3.07 No Removal of PV System by Homeowner. Except as otherwise permitted by this Agreement, Homeowner agrees that the PV System will not be removed and will at all times be kept and used at the Premises. If the Company removes the PV System Component Parts at the end of the Term, the Company will restore the Home's roof to a sound and watertight condition that is architecturally consistent with the rest of the Home. In the event the PV System is removed from Home prior to the end of the Term, the Company shall be responsible for the repayment of any Renewable Energy Incentives received by the Company that may be required by the applicable authority that granted such Renewable Energy

Incentives. Notwithstanding the foregoing, in the event such removal of the PV System prior to the end of the Term is due to a Homeowner Event of Default, then, in addition to any other remedies available to Company hereunder, Homeowner shall reimburse the Company for the amount of any repayment of Renewable Energy Incentives that are due by the Company as a result of such removal (as set forth in Section 5.04(b)).

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

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

In the event of removal of the PV System either pursuant to Section 3.08 or Section 3.09, Homeowner will be responsible for, and will pay the Company for, the estimated amount of Generated Electricity that would have been produced by the PV System during the period when the PV System was removed from the Home calculated as set forth in Section 2.01; provided, however, that the Company will forego billing the Homeowner for such estimated amount for the first ten (10) business days (in any twelve month period) of the temporary removal of the PV System. Notwithstanding the foregoing, in the event that the Home is subject to a casualty that forces removal of the PV System, the Company shall forego billing the Homeowner for the estimated amount of Generated Electricity for a period equal to the reasonable amount of time required to perform necessary Home repairs and replace the PV System.

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

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

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

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

4.02 Solar Fixtures. Homeowner owns the Solar Fixtures.

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

As a result of the Renewable Energy Incentives retained by Company in connection with its ownership of the PV System (including, without limitation, any rebates), the following categories of costs to Homeowner have been eliminated or reduced, as applicable, pursuant to the terms of this Agreement: (1) no down payment to enter into this Agreement; (2) reduced ongoing monthly payments (by discount to the stated Reference Rate); (3) no annual automatic increase in SunStreet Rate; (4) no cost for solar system monitoring (including mobile device accessibility); (5) no cost for regular maintenance of the PV System (including cleaning, servicing, and/or repairs); (6) no payment for insurance of PV System; and (7) no

transfer fee to assign this Agreement to a subsequent homebuyer. . If the Company has or will apply for any rebates under the California Energy Commission's New Solar Home Partnership, the estimated amount of such rebate is set forth on Exhibit X.

Notwithstanding anything to the contrary in this Agreement, the Company shall transfer any environmental attributes (including tax credits, offsets, allowances, certificates and other such rights) allocable to the PV System or energy produced thereby to the Local Electric Utility as and to the extent necessary to permit Homeowner's participation in a metering arrangement with such Local Electric Utility as described in Section 2.06, or as otherwise required by the Local Electric Utility.

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

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

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

5.01 Sale or Lease of the Home. If the Premises are voluntarily (or involuntarily) transferred during the Term, then, if Homeowner is not in breach of this Agreement, Homeowner will have the right to do either of the following: (i) buy the PV System (or have the transferee of the Premises buy the PV System) for the amount calculated pursuant to Exhibit IV, or (ii) have the transferee assume all of the Homeowner's obligations under this Agreement, including payment obligations. Homeowner agrees to give the Company at least fifteen (15) days, but not more than three (3) months' prior written notice and to cooperate with the Company to cause the transferee to execute a written assignment of this Agreement, if applicable. Otherwise, the Homeowner will remain responsible for Homeowner's obligations under this Agreement after the sale of the Home until either the PV System is purchased or the transferee assumes 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 the Company; (ii) enter into an agreement with the Company, under terms no less favorable than this Agreement; or (iii) terminate this Agreement and require the Company to remove the PV System Component Parts.

(a) Written Assignment. If this Agreement is transferred to the transferee of the Home, pursuant to (ii) above, the Homeowner, the transferee and the Company shall execute a written assignment of this Agreement. Until the transferee has executed the assignment of this Agreement, the Homeowner shall remain responsible for performing under this Agreement. If Homeowner (or the transferee) chooses to buy the PV System, it will pay all 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). 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 THE COMPANY'S PRIOR WRITTEN CONSENT.

(b) Lease of a Home. In the event Homeowner leases the Home to a third party, Homeowner will remain responsible for the payments due under this Agreement and for causing the Homeowner's tenants to comply with all applicable provisions of this Agreement. BECAUSE THE AMOUNTS DUE HEREUNDER ARE BASED ON THE AMOUNT OF ENERGY THE PV SYSTEM GENERATES, REGARDLESS OF THE AMOUNT THAT IS CONSUMED, THE HOMEOWNER WILL BE INVOICED (AND RESPONSIBLE TO PAY) FOR THE ENERGY GENERATED, EVEN IF THE HOME IS VACANT. Homeowner will receive the Company invoices directly and acknowledges that Company shall have no obligation to contact Homeowner's tenant for any reason.

5.02 Purchase Option. The Homeowner has the option to purchase the PV System at any time. To exercise this option, the Homeowner must be in good standing under this Agreement and provide the Company with at least fifteen (15) days, but not more than three (3) months' prior written notice. The purchase price for the PV System will be the PV System's fair market value, as may be determined by a third party independent appraiser.

5.03 Termination at the End of Term. At the end of the Term of this Agreement, the Parties have the following options:

(a) if the Homeowner is in compliance with this Agreement, the Parties may agree to renew this Agreement for an additional ten (10) years;

(b) the Company shall remove the PV System Component Parts from the Home at its cost in compliance with Section 3.07 hereof; or

(c) the Homeowner may elect to purchase the PV System from the Company pursuant to Section 5.02, plus all applicable sales, transfer or personal property taxes.

The Company will send forms relating to Section 5.03(a) and Section 5.03(c) three (3) months prior to the expiration of the Term, and the Homeowner shall complete and return the forms at least one (1) month prior to the end of the Agreement. If Homeowner does not return the forms prior to the expiration of the Term, then this Agreement shall continue to renew for additional one (1) year terms until (i) Homeowner gives the Company notice at least thirty (30) days prior to a renewal term that Homeowner does not wish to renew; or (ii) the Company sends Homeowner notice terminating this Agreement.

5.04 Termination due to Homeowner Default.

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

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

(iv) Homeowner denies the Company or its third party contractors access to the 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 and such denial or violation continues and is not remedied by the date that is thirty (30) calendar days after written notice;

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

(vi) Homeowner Bankruptcy; or

(vii) Homeowner damages or otherwise acts negligently or with willful misconduct regarding the PV System or any other property or right of the Company (including, without limitation, any monitoring and metering equipment), including breach of Sections 3.06 (No Alteration), 3.07 (No Removal of PV System) and 3.10 (Duty to Notify).

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

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

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

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

(iv) at Homeowner's expense, (A) remove the PV System Component Parts from the Premises, and (B) with respect to any damage that occurs as a result of such removal, Company shall restore the roof to a sound and watertight condition that is architecturally consistent with the Home;

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

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

The Parties acknowledge and agree that (A) the amounts set forth in this Section 5.04(b)(vi) is agreed upon because of the difficulty of ascertaining the exact amount of losses and damages, (B) such amounts are a reasonable estimate of such losses and damages as of the date hereof and (C) such amounts are not a penalty.

In the event the Company elects to remove the PV System prior to the end of the Term due to a Homeowner Event of Default, then, in addition to any other remedies available to Company hereunder, Homeowner shall reimburse the Company for the amount of any repayment of Renewable Energy Incentives that are due by the Company as a result of such removal.

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

5.05 Termination due to the Company's Default.

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

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

(i) terminate this Agreement and request removal of the PV System, at Company's expense, from the Premises, provided that such removal shall be performed in all instances within sixty (60) days of the termination of this Agreement and only by the Company or its third party contractors and in accordance with Section 3.07 hereof; and/or

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

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

5.06 Amounts due and payable at time of termination. NOTWITHSTANDING ANY TERMINATION OF THIS AGREEMENT, ANY AMOUNTS DUE AND PAYABLE BY EITHER PARTY AS OF THE DATE OF TERMINATION SHALL NOT BE AFFECTED AND SHALL REMAIN DUE AND PAYABLE.

6. Miscellaneous.

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

EXCEPT AS OTHERWISE MAY BE SET FORTH IN THIS AGREEMENT, THE COMPANY HAS MADE NO OTHER EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE PV SYSTEM, ITS OPERATION OR ITS POTENTIAL OPERATIONAL RESULTS, AND TO THE

EXTENT PERMITTED BY CALIFORNIA LAW, HEREBY WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

- (a) Neither Builder nor any of its affiliates ***[FOR LENNAR COMMUNITIES ONLY]*[(other than Company)]**, successors or assigns is a party to or bound by any of the provisions of this Agreement;
- (b) Homeowner has not relied on any oral representation or statements made by Builder's representative or any other agent or employee of Builder; and
- (c) Builder has no liability to Homeowner with respect to the PV System or to Company's obligations under this Agreement.

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

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

6.05 Governing Law; No Jury Trial. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state in which the Premises are located, without reference to any conflicts of law principles. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AS SET FORTH BELOW.

6.06 Dispute Resolution. The Parties agree to resolve any dispute that arises under this 20/20 Plan Agreement and Covenants, or their relationship, pursuant to the provisions set forth in Exhibit IX.

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

- (a) Consent to Lender's Security Interest. Homeowner consents to the Company providing to Lender the Lender's Security Interest. However, if the Lender forecloses on the Lender's Security Interest and all renewals, modifications, supplements, amendments, consolidations, replacements, substitutions, additions and extensions thereof, it will acquire the PV System Component Parts subject to Homeowner's rights under this Agreement. In that case, Homeowner will attorn to and recognize the Lender as the new Owner of the PV System Component Parts and will make all payments due under this Agreement in accordance with Lender's instructions;
- (b) Acknowledgement and Confirmation. By executing this Agreement, Homeowner acknowledges and agrees that the Ownership of the PV System Component Parts remains in the Company, that the PV System Component Parts are the personal property of the Company and that the Company is authorized to file a Form UCC-1 Financing Statement (in substantially the form attached hereto as Exhibit VII) or similar statement with all applicable governmental agencies to evidence such ownership; and
- (c) Further Assurances. At the request of the Lender (or the Company on Lender's behalf), Homeowner agrees to execute and deliver any document, instrument or statement required by law or otherwise as reasonably requested by Lender in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of the Company, and to secure the obligations evidenced by Lender's Security Interest, so long as such document, instrument or statement does not materially increase Homeowner's obligations or decrease Homeowner's benefits under this Agreement.

6.08 Notices. All notices, including invoices, under this Agreement will be in writing and shall be sent by United States Postal Service Certified Mail, to the address of the other Party as set forth herein or to any later address last known to the sender. Notice will be effective upon delivery. Notices to the Company may be sent to the following address: SunStreet Energy Group, LLC, 790 NW 107th Avenue, Third Floor, Miami, FL 33172, Attention: General Counsel..

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

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

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

6.11 Survival. The following Sections shall expressly survive the termination or expiration of this Agreement: Section 3.05 (Solar Access and Easement), Section 3.06 (No Alteration), Section 3.07 (No Removal of PV System), Section 3.08 (Temporary Removals), Section 4.01 (PV System), Section 4.02 (Solar Fixtures), Section 4.03 (Ownership Benefits and Renewable Energy Incentives), Section 4.04 (No Liens, etc.), Section 5.04(b) (Remedies for Homeowner Default), Section 6.01 (Limitation of Liability), Section 6.02 (No Liability for Builder), Section 6.05 (Governing Law; No Jury Trial), Section 6.06 (Dispute Resolution), Section 6.08 (Notices), Section 6.10 (Entire Agreement); and Section 6.11 (Survival).

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

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

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

6.15 Privacy Policy Notice. Homeowner acknowledges that Homeowner has received and reviewed Company's Privacy Policy Notice attached hereto as Exhibit XI ("Privacy Policy Notice") and Homeowner accepts the Privacy Policy Notice. Homeowner further acknowledges that the Privacy Policy Notice is subject to amendment and modification from time to time.

6.16 Affiliated Business. Company and Builder are both direct or indirect subsidiaries of Lennar Corporation.



AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORT

BY MY INITIALS BELOW, I AUTHORIZE SUNSTREET ENERGY GROUP, LLC, 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} ^{DS}

HOMEBUYER'S INITIALS

^{DS}

COMPANY'S INITIALS

IN WITNESS WHEREOF, the Parties have caused this Solar 20/20 Plan Agreement and Covenants to be duly executed as of the first date written above.

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




<p>COMPANY SIGNATURE: By signing below, the Company agrees to the terms and conditions of this agreement.</p> <p>SUNSTREET ENERGY GROUP, LLC</p> <p><small>DocuSigned by:</small>  <small>26E48B56C2304DE...</small></p> <p>SunStreet Representative - Iris Brautigam</p> <p>Date <u>6/8/2020</u></p>	<p>HOMEOWNER SIGNATURE: HOMEOWNER AGREES TO AND IS AWARE OF ALL THE PROVISIONS ON PAGES 1 THROUGH 14 OF THIS AGREEMENT. HOMEOWNER HAS READ PAGES 1 THROUGH 14 OF THIS AGREEMENT AS WELL AS EXHIBITS I - XI ATTACHED TO THIS AGREEMENT AND ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS AGREEMENT</p> <p><small>DocuSigned by:</small>  <small>479261D0FAF6489...</small></p> <p>Homeowner - Thomas Jimenez</p> <p>Date <u>4/13/2020</u></p> <p><small>DocuSigned by:</small>  <small>73C80948C06E4E8...</small></p> <p>Homeowner - Ephriam Jimenez</p> <p>Date <u>6/8/2020</u></p> <p>_____ Homeowner - Date _____</p> <p>_____ Homeowner - Date _____</p>
--	---

Exhibit I
SunStreet Rate

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

$$\text{SunStreet Rate} = \text{Reference Rate} - (\text{Reference Rate} \times 20\%)$$

The "**Reference Rate**" is a blended rate per kilowatt hour (kWh) for each month, calculated based on the rates charged by the Homeowner's Local Electric Utility, using an estimate of Homeowner's electricity consumption or, at Company's discretion, Homeowner's actual electricity consumption if available, during such month. The Reference Rate is based on: (i) the Local Electric Utility's standard or default residential rate, as determined by the Company, taking into consideration any tiered rate structure and seasonal adjustments (but not any "time of use" tariffs or optional rates) (the "**Utility Rate**"), (ii) all other energy charges imposed by the Local Electric Utility, whether on a per kWh basis or, as determined by Company, a fixed dollar amount ("**Other Charges**"), (iii) the tax rates charged by the Local Electric Utility, if any, and (iv) the consumption of energy by a home with the same floor plan in the Community as the Home during the applicable month, as determined by the Consumption Analysis (defined below) or, at Company's discretion, the actual consumption of energy by the Home during the applicable month, if available. If the standard or default rate is a "time of use" type rate, or any rate that causes a level of uncertainty unacceptable to the Company in the projections or calculations necessary to determine the Reference Rate, the Company may use another available rate or other proxy for the Utility Rate that, in the Company's judgment, serves as a reasonable substitute for the Utility Rate.

The Company performs a "**Consumption Analysis**" for a home of the same size and with the same floor plan in the Community as the Home, to determine the Homeowner's estimated electricity consumption for each calendar month (or other time increment in order to better align with the Utility Rate) (the "Estimated Energy Consumption").

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

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

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

Exhibit II

A. PV SYSTEM PARTS LIST

- o Photovoltaic roof tiles, modular solar energy panels or laminates ("Solar Array")
- o Racking system rails
- o Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity
- o 'L' bracket from "standoff" risers
- o Junction boxes if attached to racking
- o Trunk cables and other roof-top electrical wiring
- o All related hardware and a solar energy monitoring system that may require Homeowner to have a high-speed internet service provider and a router with an available terminal

B. SOLAR FIXTURES

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

Exhibit III

Form of Easement

RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:

Attn: _____

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

**GRANT OF EASEMENTS
FOR
SOLAR ENERGY EQUIPMENT**

This GRANT OF EASEMENTS FOR SOLAR ENERGY EQUIPMENT ("**Grant**") is made as of _____, by _____ ("**Builder**") for the benefit of SunStreet Energy Group, LLC, Delaware limited liability company ("**Grantee**") with regard to the real property ("**Property**") described on **Exhibit A** attached to and incorporated in this Grant, which Property is, as of the date of this Grant, owned by Grantor. The Property consists of multiple lots (each a "**Lot**"), each of which is or will be improved with either a residence including an attached or detached garage (each, a "**Home**"), or a structure for the common use of residents. Builder and each successive owner of a Lot are referred to collectively as "**Grantors**" and individually as "**Grantor**" in this Grant.

1. Equipment Defined. There has previously been installed, or there will hereafter be installed, on some or all of the Homes or common use structures within the Property, a rooftop solar electric generating system designed to deliver electric power to the Home or a common use facility, which system may include, without limitation, photovoltaic roof tiles, modular solar energy panels or laminates (collectively, the "**Solar Array**"), racking system rails, inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity, 'L' brackets from "standoff" risers, junction boxes if attached to racking, trunk cables and other roof-top electrical wiring, all related hardware, a solar energy monitoring system that may require the Grantor to have a high-speed internet service provider and a router with an available terminal, and other equipment and appurtenances relating to solar electric power generation and delivery (collectively, the "**Equipment**"); provided, however, that Equipment shall not include: roof top junction boxes attached to roof, all rough electrical conductors below roof line, "standoff" risers, and electrical conduits into attic, all of which are fixtures to the Home or common use facility and shall be owned by Grantor. Installation and operation of the Equipment is consistent with public policies that encourage solar energy systems as a reliable, alternative source of clean and renewable energy.

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

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

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

(a) Access. An access easement and right-of-way over and across the Lots within the Property, and upon any Home or common use structure now or hereafter constructed thereon, for the purpose of exercising any rights granted, or performing any obligations assigned, to Grantee pursuant to this Grant and as may be granted in any Declaration of Solar Energy Covenants, Conditions and Restrictions for Jasmine at The Arboretum made by Builder as Declarant therein (the "**Solar CC&Rs**");

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

(c) Interconnection. An easement to design, layout, install, preserve, operate, maintain, test, inspect, repair, replace, improve, expand (provided such expansion is approved by Grantor) and remove such wires, conduits and other equipment and appurtenances (in each case to the extent that the same constitute Equipment) as are necessary or desirable to connect the various components of the Equipment to each other, and to connect the Equipment to (i) the point on each Lot or within each Home or common use structure where the electrical energy is to be delivered to and received by the respective Lot owners under any power purchase agreements, leases or similar agreements (each, a "**Solar Agreement**") with the Lot owners, or by the local utility or another energy purchaser under any other current or future agreement or arrangement with such party, (ii) the electrical system of each Home or common use structure, or (iii) telecommunication lines, in each case together with the right to access and use such portions of each Lot and each Home or common use structure, and to make such penetrations into each Home or common use structure, as are necessary or desirable in connection with the exercise of such rights or the removal of any Equipment; and

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

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

6. Grantor Use. Grantor reserves the right to use such portions of the rooftop of each Home or any common use structure, as are not now or hereafter used by Grantee for the Equipment or the exercise of Grantee's rights under this Grant; provided, however, that Grantor may not use or occupy the rooftop in any manner which could interfere with the exercise by Grantee of its rights under this Grant (including any shading of solar arrays comprising a portion of the Equipment), any Solar CC&Rs or any applicable Solar Agreement.

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

8. Effect of Solar Agreement. If Grantee has entered into, or hereafter enters into, a Solar Agreement with Grantor, then during such time as such Solar Agreement remains in force and effect, Grantee and

Grantor shall exercise their respective rights under this Grant in a manner that is consistent with the provisions of such Solar Agreement (whether or not such Solar Agreement is recorded in the public records).

9. Termination of Easement. This Grant will remain in effect for each Lot until the date that either (i) ownership of all of the Equipment installed on the Lot is conveyed by Grantee to Grantor, as evidenced by a written instrument executed by Grantee implementing such conveyance, or (ii) any Solar Agreement affecting the Lot is terminated, the Equipment installed on the Lot is permanently removed from the Lot or transferred to the owner of the Lot, by Grantee or by permission of Grantee, and Grantee confirms in writing to the Lot owner that such removal or transfer is permanent. Upon the written request by Grantor, Grantee shall, within sixty (60) days after the termination of this Grant as to any Lot, prepare and record against the Lot an instrument terminating this Grant as a matter of record.

10. Ownership of Equipment. Grantor hereby acknowledges, agrees and certifies that, notwithstanding the fact that the Equipment may now or hereafter be located upon or attached to the Home or common use structure or any portion thereof, the Equipment shall at all times constitute and remain personal property owned exclusively by Grantee, and shall not be a part of the Home or a fixture of the real estate or a permanent accession to the fee interest in real estate, and as between Grantor and Grantee (except as otherwise provided in the Solar Agreement with Grantor). Grantee shall be the exclusive owner of: (i) the energy generated by the Equipment; (ii) any related environmental attributes (including, but not limited to, tax credits, offsets, allowances, certificates and other rights attributed to or allocable to the System or energy produced thereby); however, notwithstanding the foregoing, incentives provided by the Local Electric Utility solely to its customers are not owned by Grantee unless assigned by Grantor to Grantee); and (iii) related renewable energy incentives (including, but not limited to, production or investment tax credits, renewable energy credits, governmental and non-governmental rebates, and federal, state and local tax benefits and attributes).

11. Other Interests and Rights in Equipment.

(a) Limitation on Grantor Interests and Rights. So long as Grantee remains the owner of the Equipment, Grantor does not, and shall not, have any ownership or other interest in the Equipment, or any right to grant any lien, mortgage or other security interest that encumbers the Equipment regardless of any manner by which the Equipment or any portion thereof may now or hereafter be attached to the Home or common use structure. Grantee may remove all or any portion of the Equipment at any time and from time to time, without the consent of Grantor, subject to the terms of any applicable Solar Agreement in effect at the time of such removal. Grantor further acknowledges and agrees that the Equipment may not, and shall not, be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Grantor or any agent of Grantor (whether with the fee or leasehold interest in the Lot, or otherwise). Grantor shall use commercially reasonable efforts to place its successors, assigns, and lienors on notice of the ownership by Grantee of the Equipment and the easements granted by this Grant, the existence of any security interest therein or lien thereon in favor of any lender or mortgagee of Grantee, and the fact that the Equipment is not part of the Property or a fixture thereof, in each case as necessary and appropriate to avoid confusion or adverse claims.

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

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

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

12. Subordination. Nothing in this Grant or any breach of this Grant renders invalid the lien of any mortgagee or beneficiary under any recorded mortgage or deed of trust encumbering the Property, made in good faith and for value, that encumbers or conveys any portion of the Property to secure performance of an obligation; provided, however, that the rights, obligations, covenants, conditions, restrictions and easements hereunder are prior to, and shall survive the foreclosure of, any lien placed upon all or any

portion of the Property, including the lien of any mortgage or deed of trust. The Equipment shall not be subject to any lien or mortgage encumbering the Property or Lot. So long as Grantee remains the owner of the Equipment, Grantee shall have the right to record in the public records of the County and/or secured transaction registry a Uniform Commercial Code (UCC) Statement referencing the legal description of the Property or Lot that discloses to all interested parties that the Equipment is the personal property of Grantee and that Grantee may have the right to remove the Equipment upon termination of the Solar Agreement.

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

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

[Signatures on Following Pages]

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

GRANTOR:

[INSERT BUILDER]

a _____

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 201____, by _____ as _____ of _____, a _____

Witness my hand and official seal.

My commission expires: _____

Notary Public

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

GRANTEE:

SunStreet Energy Group, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 201____, by
_____ as _____ of
_____, a _____

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A
to
Grant of Easements for Solar Energy Equipment

LEGAL DESCRIPTION OF THE PROPERTY

16268 Valley Oak Lane
Fontana, CA 92336

Exhibit IV

Upon Resale of the Premises ONLY

PV System Purchase Price Calculation

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

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

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

Where:

The Original Fair Market Value of the PV System = Size of the System (in DC Watts) x Fair Market Value per Watt

The Useful Life of the PV System = 30 years

The Original Fair Market Value of the PV System that is the subject of this Agreement (based on a \$3.99 Fair Market Value per watt) is:

2,240 DC watts x \$3.99/watt = \$8,938

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

<u>Year of the Term</u>	<u>Purchase Price*</u>	<u>Year of the Term</u>	<u>Purchase Price*</u>
1	\$8,938	11	\$5,958
2	\$8,640	12	\$5,660
3	\$8,342	13	\$5,362
4	\$8,044	14	\$5,064
5	\$7,746	15	\$4,766
6	\$7,448	16	\$4,468
7	\$7,150	17	\$4,170
8	\$6,852	18	\$3,872
9	\$6,554	19	\$3,574
10	\$6,256	20	\$3,276

***Includes sales tax**

Exhibit V

Form of Notice of An Independent Solar Energy Producer Contract

Recording Requested By and
When Recorded Mail to:

Attn: _____

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT**

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

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

This NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT, dated as of 04/09/2020 is executed by SunStreet Energy Group, LLC, a Delaware limited liability company ("**Company**").

This Notice pertains to real property described on **Exhibit A ("Property")**, and owned by Thomas Jimenez, Ephriam Jimenez ("**Homeowner**"). The address of the Property is: _____

The Assessor's Parcel Number of the Property is: _____.

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

Name: _____

Address: _____

Telephone: _____

Company owns and holds title to the solar photovoltaic system and component parts consisting of _____ ("**PV System**") installed on the rooftop of the residence ("**Home**") on the Property owned by Homeowner. Company has contracted with Homeowner for the sale of generated electricity from the PV System to Homeowner, pursuant to the Solar 20/20 Plan Agreement and Covenants dated _____, 20____ ("**Agreement**"). Homeowner agrees to purchase all of the electricity generated by the PV System, regardless of the amount of electricity consumed by the Home and any credits due to Homeowner or charges owed by Homeowner as a result of net metering programs will only appear on the Homeowner's bill from the Local Electric Utility. The term of the Agreement is from the later of the Placed in Service Date or the Close of Escrow (as such terms are defined in the Agreement) to the end of the twentieth (20th) year after the Agreement commences (unless terminated earlier pursuant to the terms of the Agreement or extended by mutual agreement of Homeowner and Company).

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

Upon the occurrence of default by Homeowner under the Agreement, Company may do any one or more of the following: (a) suspend its performance under the Agreement until the default has been cured, (b) terminate the Agreement and the Homeowner's rights to use the PV System and the generated electricity, (c) leave the PV System on the Home but sell the generated electricity to a third party, (d) remove the PV System Component Parts (as such term is defined in the Agreement) from the Home, (e) exercise any other remedies available at law or equity, and/or (f) recover the net present value of the remaining payments due under the Agreement (assuming future output is the same as past output, adjusting for expected panel degradation), plus the value of any Renewable

Energy Incentives lost or recaptured as a result of Homeowner's default, less any amounts Company recovers or reasonably expects to recover from the wholesale sale of power to the Local Electric Utility.

If Homeowner sells the Property, Homeowner may either:

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

Enter into an agreement with the buyer of the Property to assume all of Homeowner's obligations under the Agreement in accordance with the terms of the Agreement.

Notwithstanding anything to the contrary contained herein or in any Agreement, in the event that (A) the Home shall be owned by any person or entity exercising the rights of a "mortgagee in possession" of such Home (a "MIP"), and (B) the Agreement shall have been terminated, whether by operation of law, in accordance with the Agreement or otherwise, then at the written request of the MIP or a subsequent purchaser of the Home from the MIP, Company shall enter into the Agreement with such MIP or subsequent purchaser of the Home on terms and conditions no less favorable to the owner of the Home as those contained in the existing Agreement, including but not limited to, the right to purchase electrical energy and to transfer the Agreement to any purchaser of the Home on the same terms and conditions.

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

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

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

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

COMPANY:

SUNSTREET ENERGY GROUP, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF

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

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

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

WITNESS my hand and official seal.

Signature: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the [City of _____,] County of _____,
California, described as follows:

Lots _____
_____ [insert title of Subdivision Plat]
County of _____, State of California,

as shown on the subdivision map of _____, filed on _____,
20_____, at Reception No. _____, in the Office of the Clerk and Recorder of said County.

Exhibit VI**SOLAR 20/20 PLAN™ DISCOUNT GUARANTEE**

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

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

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

SunStreet performs a "**Consumption Analysis**" for a home of the same size and with the same floor plan in your Community as your home, to determine your estimated electricity consumption for each calendar month (or other time increment in order to better align with the Utility Rate) (your "**Estimated Energy Consumption**"). The Reference Rate is calculated by multiplying the appropriate Utility Rate and Other Charges each month by the Estimated Energy Consumption for such month, and adding any taxes charged by your local utility, then dividing that amount by the Estimated Energy Consumption. The Reference Rate is then discounted by 20% to determine the SunStreet Rate.

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

YOUR LOWER ACTUAL CONSUMPTION MAY NOT AFFECT YOUR REFERENCE RATE.

YOUR SUNSTREET RATE MAY INCREASE AS A RESULT OF YOUR REQUEST.

Please contact us at service@sunstreet.com to initiate a request pursuant to this Guarantee.


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

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

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

Exhibit VII

Form of UCC-1 Financing Statement



UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Print
Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

OR

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

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

OR

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

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

OR

3a. ORGANIZATION'S NAME			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

4. **COLLATERAL:** This financing statement covers the following collateral:
This Financing Statement covers the following property: That certain photo-voltaic solar electric generation system (the "PV System") installed on behalf of the Secured Party at the address of the Debtor set forth above. The filing of this financing statement shall not, and shall not be deemed in any way to, imply that the PV System is a fixture, as it is the express intent of the Secured Party and Debtor that the PV System be deemed to not be a fixture under applicable law, nor to create any relationship between the Secured Party and the Debtor other than that created by that certain Solar 20/20 Plan Agreement and Covenants, dated as of _____, between Secured Party and Debtor (as the same may have been amended, restated or otherwise modified from time to time). Accordingly, this financing statement has been filed as a precaution solely to give notice to all persons that the PV System is owned by the Secured Party and that the Debtor has no ownership interest therein and that the PV System is not a fixture.

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

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

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

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

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/2011) International Association of Commercial Administrators (IACA)

Exhibit VIII

Form of Authorization Agreement for Pre-Authorized Payments

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

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

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

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

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

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

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

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

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

Customer Signature(s): _____
Date _____

Attach a voided copy of check to this section

Exhibit IX

Dispute Resolution Procedure

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

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

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

(c) **SCOPE OF ARBITRATION.** THE WAIVER OR INVALIDITY OF ANY PORTION OF THIS EXHIBIT IX SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTIONS OF THIS EXHIBIT IX. 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 IX; AND (3) THE ARBITRATION SHALL BE LIMITED TO THE PARTIES SPECIFIED HEREIN.

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

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

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

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

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

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

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

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

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


HOMEBUYER'S INITIALS


COMPANY'S INITIALS

Exhibit X

For Customers of Southern CA Edison Only:

Included in the Renewable Energy Incentives retained by the Company and referred to in this Agreement, is a rebate that has been, or will be, reserved under the California Energy Commission's New Solar Home Partnership in the anticipated amount of \$3,300.00. The New Solar Home Partnership incentive will be used exclusively to reduce or eliminate, as applicable, one or more of the categories listed in Section 4.03 of the Agreement.

Exhibit XI

Privacy Policy Notice

Privacy Policy

The following Privacy Policy applies to SunStreet Energy Group, LLC ("SunStreet") and its affiliates in connection with your use of our websites, including SunStreet.com, our affiliates' websites, and any mobile app provided by SunStreet or its affiliates (collectively, our "Properties"), unless such affiliate has adopted a different Privacy Policy and/or Legal Notices, in which case such different Privacy Policy, Terms and Conditions and/or Legal Disclaimers will supersede this Privacy Policy, Terms and Conditions and/or Legal Disclaimers for purposes of that affiliate.

Except as otherwise specifically provided in this Privacy Policy or as specifically required by law, any communication or material you provide to us, whether received online, electronically, in person or otherwise collected by or submitted to us, including any data, questions, comments, suggestions or the like, is, and will be treated as, non-proprietary. Anything you submit, transmit or post may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, market research, development of prospect lists, project planning, broadcast, posting and marketing, among other things, as permitted by law and except as otherwise provided in this Privacy Policy.

We may also use information provided by you or transmitted to us through the Properties to send you electronic and other messages about energy efficiency opportunities, a property in one of our communities or an offering from one of our affiliates. Your permission is considered granted unless you specify otherwise pursuant to applicable law, as discussed below. We comply with the U.S. Federal CAN-SPAM Act, and make every effort to ensure that our messages are not considered Spam. Of course, you may unsubscribe from any messages we send at any time and you will not receive further electronic messages from us after following the instructions included within the message.

We may provide you with an "opt in" or "opt-out" mechanism depending on where you are located when we collect your personal data. An "opt-in" mechanism will provide you the opportunity to positively indicate that you would like or do not object to our sending you such further communications and we will not send you any unless you have "opted-in". An "opt-out" mechanism will provide you the opportunity to indicate that you do not want us to send you such further communications, and if you "opt-out" we will not send you any. Either way, opting-in or opting-out will be up to you and, in addition, if you do not want us to use your personal data for a particular purpose or disclose it to a third party, you may "opt out" at any time by contacting us as provided below.

Information transmitted over the Internet may find its way to recipients to whom it is not intended or persons you may not want to have such information. Under certain circumstances, this may be beyond the control of SunStreet, and you are advised that such transmission may not be secure. However, SunStreet complies with applicable federal law regarding the safeguarding of your personal information, and we employ reasonable administrative, technical and physical safeguards to protect the security, confidentiality, and integrity of your information, as required by law. Further, we restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you.

Categories of Information We Collect

Contact Information: We may request and collect, without limitation, your name, address, email address, home telephone number, work telephone number, fax number and cell phone number.

Additional Information About You: In connection with your agreeing to either enter into the Solar 20/20 Plan Agreement or Solar Benefits Agreement with SunStreet, or to purchase a solar system from SunStreet, we obtained or established, or will obtain or establish, as applicable, your Contact Information (as set forth above), as well as information about the home you are purchasing, including the community, mailing address, the anticipated closing date and information of about the solar system, including production and outage data and consumption data.

When you make inquiries concerning career opportunities, we will request a copy of your resume, your highest level of education and information about the type of job you are seeking.

Access to Camera and Photos: Some of our mobile Properties may request access to your mobile device's camera and photos. We'll access your camera and photos only after you give us permission.

Additionally, we may collect nonpublic personal information about you from the following sources:

- o Information we receive from you on applications or other forms, such as your name, address, social security number, assets, and income;
- o Information we receive from a consumer reporting agency, such as your creditworthiness and credit history; and
- o Information about your transactions with us, our affiliates, or others, such as your payment history, the status of a loan application submitted to an affiliate, and parties to a transaction.

We may collect the following contact information that you provide, confirm, or update while using SunStreet.com, our affiliates' websites or through personal interactions during the home buying process and/or during the activation of the solar system, including, by way of example but not limitation, completing a registration at any model home.

- o The services that you desire to order and your preferences regarding service information (services information).
- o Credit card information to pay for services that are ordered (credit card information).
- o The email addresses of friends and family to receive a notification regarding your move (friends and family contact information).
- o Your preferences regarding the forwarding of USPS mail (preferences information).

Additionally, in connection with your use of the Properties, we collect certain web analytics information, including among other information the number of visitors to the Properties, session time, and browser version (technical information). Technical information is not collected in a manner in which it can be tied to a specific user, and is stored and used only on an aggregate basis. When you access the Properties, some of our services are provided to or through affiliated websites. Personal information that you provide to those sites may be sent to the Properties in order to deliver the service. We process such information in accordance with this Privacy Policy. We will store on the computer that you use to access the Properties a small file that commonly is referred to as a "cookie." The cookie has information that enables us to recognize a specific computer that is used to visit the Properties. Each vendor identified on, or accessed from, the Properties has its own policies on the collection and use of technical information and the use of cookies.

In some cases we may combine information we collect through our Properties with information collected from other online or offline sources.

When you make inquiries concerning your solar system, we will also request the identity of the community where your home is located.

If you wish to contact our webmaster, we will request your contact information.

Categories of Information We Disclose

Except as otherwise provided in this Privacy Policy, we may use, share, or disclose all of the information that we collect from you as a current or former customer:

- o In connection with the fulfillment of the services that you request, including through the Website.
- o To enforce the Terms and Conditions applicable to the use of the Properties.
- o As required by law or valid legal process.
- o In response to appropriate governmental requests.
- o As we deem reasonably necessary to investigate, prevent or take other appropriate action in connection with potential illegal or fraudulent activities or potential risk to the personal safety of any individual or the security of your information.
- o To manage our business, including by providing information about our customers, including credit information, to potential investors or financing sources.
- o To protect our interests.
- o Your credit card information in connection with any services that you request, and we will not retain your credit card information.
- o Your friends and family contact information in connection with the fulfillment of the moving notices that you request.

Parties to Whom We Disclose

We may disclose nonpublic personal information about you to the following types of select third parties:

- o Financial service providers, such as mortgage bankers and insurance agents, as well as potential investors and other financing sources for SunStreet;
- o Non-financial companies, such as retailers and direct marketers;
- o We may use and share your contact information, solar information and new home information among our affiliates to provide you with offers from our affiliates that we believe may be of interest to you;
- o We may share your contact information, solar information and new home information with third parties

who assist SunStreet in offering products or services to you;

- o We may share your contact information, solar information and new home information with carefully selected third parties that agree with SunStreet to offer products or services to you and users of the Properties;
- o Potential Investors or financing sources of SunStreet.

Information Sharing with Companies that Perform Services on our Behalf

We may disclose any or all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. The categories of third parties with whom we have contracted may include, among others:

- o Financial service providers, such as credit card issuers, finance companies, insurance agencies or companies, banks, and mortgage companies; and
- o Other service providers, such as tax vendors, print vendors, and software programmers.

Vendor Policies

Each of the vendors identified in the Properties or otherwise identified by the homebuilder or SunStreet has its own privacy policy that may differ from this Privacy Policy. By requesting products and services from the homebuilder or SunStreet, your information will be provided to the applicable vendors as discussed in this policy. You may access the privacy policy of each vendor by requesting one from the vendor or visiting the vendor's website. We do not have any control over, or responsibility for, the content or operation of the website of any vendor. Each such website may collect information about you and your usage of the website and have information sharing policies that differ from those of SunStreet. The use of such websites is at your own risk.

Information Sharing with Non-Affiliated Companies

We may disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law, including pursuant to consents that you provide, and for our everyday business purposes, such as to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus. We may also, either directly or through our affiliates, share your nonpublic personal information with nonaffiliated companies to market their products and services to you.

If you prefer that we not disclose nonpublic personal information about you to nonaffiliated third parties to market their products and services to you, you may opt out of those disclosures, that is, you may direct us not to make those disclosures. If you wish to opt out of disclosures to nonaffiliated third parties to market their products and services to you, please contact us at service@SunStreet.com. If you do not opt out at this time and wish to do so in the future, you may contact us by emailing us at service@SunStreet.com.

Cookies and Interest-Based Advertising

We may use cookies and other devices on our Properties. Using cookies on our sites provides benefits to you, such as allowing you to maintain your account login information between visits. The use of cookies also allows us to measure site activity to provide a better user experience. Cookies and other tracking devices may be used to tell us the time and length of your visit, the pages you look at on our site, the site you visited just before coming to ours, and the name of your Internet service provider. We may use third parties, such as Google Analytics, to collect such data. To learn more about how Google collects and processes data and the choices Google may offer to control these activities, you may visit <http://www.google.com/intl/en/policies/privacy/partners/>.

We use third-party advertising companies to serve ads when you visit our Properties. These companies may collect information about your visits to our Properties and other websites and/or apps in order to provide advertisements about goods and services of interest to you. We may also partner with ad networks and other companies that serve ads on behalf of us and others on non-affiliated digital properties. Some of those ads may be personalized, meaning that they are intended to be relevant to you based on information these ad networks collect about your visits to our Properties and other non-affiliated web sites or apps over time.

You may visit www.aboutads.info/choices to learn more about interest-based advertising and how to opt-out of this form of advertising on your web browser by companies participating in the Digital Advertising Alliance ("DAA") self-regulatory program. If you wish to opt-out of interest based advertising in mobile apps on your device by companies that participate in the DAA's AppChoices app, you may download that app onto your device and exercise your choice.

You may also be able to limit data collection by third parties by using your mobile device settings. Please note that electing to opt-out will not stop advertising from appearing in your browser or applications. It may make the ads you see less relevant to your interests. Additionally, please note that if you use a different browser or erase cookies from your browser, or use a different mobile device, you may need to renew your opt-out choices.

Your Privacy Rights Under the Fair Credit Reporting Act

Information Sharing with SunStreet Affiliates

Except as provided below, we may disclose nonpublic personal information about you to our affiliates, including Lennar Corporation, Eagle Home Mortgage, LLC and Eagle Home Mortgage of California, as permitted by law.

Notice of Your Ability to Limit Sharing of Creditworthiness Information

Under federal law, we are permitted to share information about our own transactions and experiences with you with our affiliates.

However, federal law gives you the right to limit our ability to share other information about your creditworthiness with our affiliates, such as information regarding your income, assets, and liabilities that you provide to us or that we obtain from a consumer credit report. Federal law permits you to opt out of the disclosure of your creditworthiness information among our affiliates. If you wish to opt out of the disclosure of your creditworthiness information to our affiliates, please contact us by emailing us at service@SunStreet.com at any time.

Notice of Your Choice to Limit Marketing

You may limit our affiliates, such as our mortgage lender or broker and insurance affiliates, from marketing their products or services to you based on your personal information that we collect and share with them. This information includes your income, your account history, and your credit history.

Your choice to limit marketing offers from our affiliates will apply until you tell us to change your notice preferences. If you wish to limit marketing offers, please contact us by emailing us at service@SunStreet.com at any time.

How to Opt-Out of Information Sharing

To limit the information sharing described above, please contact us by emailing us at service@SunStreet.com at any time.

For European Union Citizens

For the purpose of European Union data protection laws, the data controller is Lennar Corporation. You may contact us at webmaster@lennar.com.

Under European Union data protection laws you have the rights to:

- o withdraw your consent to the processing of your personal data (this will not affect our right to process your personal data up until such time as you provide us with notice that you no longer consent); access to your personal data and request that we provide you with your personal data in machine readable form;
- o request us not to process your personal data for marketing purposes (including profiling to the extent that it is related to our marketing activities). We will provide you with appropriate choices to opt-in or opt-out as set out above. You can also exercise the right at any time by contacting us at the e-mail address set out above.
- o request us to rectify any inaccurate personal data that we may hold;
- o request us to erase personal data where: it is no longer necessary for us to hold such personal data; you no longer consent to the processing of your personal data; your personal data has been unlawfully processed; we are otherwise required by law to erase your personal data
- o make a complaint with the national data protection authority in the country where you are based.

Where We Store Your Personal Data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing or processing.

Your Privacy Rights in Other Jurisdictions

You may have rights, under applicable data privacy laws, to request information about or access to the personal information that we hold about you, to require that information to be corrected if it is inaccurate or, in some circumstances, to object to our processing of your personal information. If you wish to exercise those rights, please contact service@SunStreet.com.

For California Consumers

You may request certain information from SunStreet concerning the customer information that we have shared with third parties for their direct marketing purposes. The information, which we will provide free of charge once per

calendar year upon request, includes a list of the types of customer information that we have provided to third parties for their direct marketing purposes and the names and addresses of all third parties with which we have shared such information during the past calendar year. We will provide the information to you within 30 days of your request.

To request that we provide you with such information, please send a written request to service@SunStreet.com. Within 30 days of receiving your request, we will provide you with the information at the address you designate in your request, which may be an email address or physical address.

Our affiliate mortgage company, Eagle Home Mortgage of California, may collect and maintain a range of customer and former customer information so that it may offer you our products and services, fund and service your loan, comply with federal regulations, and work to meet your financial needs. Please call (888) 966-8262 or visit www.eaglehm.com to learn more about Eagle Home Mortgage's privacy policy.

Former Customers

Our privacy policy for sharing nonpublic personal information about former customers is the same as our policy for current customers.

Disclaimer

SunStreet may at any time revise the Properties Legal Disclaimers, Website Privacy Policy, this Privacy Policy or Website Terms and Conditions by updating the Website posting. When using the SunStreet Website, you are bound by any such revision and should therefore periodically visit the Website to review the then current terms and conditions, privacy policy and legal disclaimers to which you are bound.

Thank you for taking the time to read all of this important information.

Effective Date

This Privacy Policy is effective as of February 1, 2017 and is incorporated into and subject to the Terms and Conditions for use of these Properties.