

ADDENDUM "P"

SKYHAUS RANCHO TESORO

SOLAR ENERGY SYSTEM

(MANDATORY LEASE OR PURCHASE – ATTACHED CONDOMINIUMS)

The following additional terms and conditions of the sale hereby are incorporated into and made a part of the Agreement for Purchase and Sale of Real Property, Escrow Instructions, and Receipt for Deposit ("Contract") between:

BUYER: Rakesh Jaiswal and

SELLER: CWC SAN MARCOS 100 LLC,

COMMUNITY: SKYHAUS RANCHO TESORO

PROPERTY: Residential Unit No. 90, being a portion of Unit 3 of Lot 1 of City of San Marcos Tract No. 17-003, Rancho Coronado MU-4, in the City of San Marcos, County of San Diego, State of California, according to Map thereof No. 16298, filed in the Office of the County Recorder of San Diego County, California, on September 12, 2018.

The terms and conditions in this Solar Energy Addendum (“Solar Addendum”) supersede, supplant and control any terms to the contrary in the Contract. To the extent that there arise ambiguities, inconsistencies, conflicts or variances between the terms and conditions of this Solar Addendum and the Contract, the terms and conditions of this Solar Addendum shall control. Unless otherwise defined in this Solar Addendum, all initially capitalized terms used below have the same meanings given them in the Contract. ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT ARE TO REMAIN THE SAME.

NOTE: This Solar Addendum contains important information about the mandatory solar energy system that must either be purchased or leased for the Property, including information about residential solar energy systems from a third party solar energy provider not related to Seller. Buyer is hereby advised to read this Solar Addendum carefully before signing. Some of the information provided in this Solar Addendum is from third parties and has not been independently verified by Seller. **Buyer is hereby advised to independently investigate and verify all information, terms and conditions described herein regarding the purchase or lease of a solar energy system with the appropriate third parties associated therewith to Buyer’s satisfaction prior to deciding whether to purchase a Condominium within the Community and prior to electing to purchase or enter into a lease agreement for the mandatory solar energy system equipment.**

1.

MANDATORY SOLAR ENERGY SYSTEMS. Seller has elected to develop the Community as a solar energy community – a photovoltaic solar system (“**System**”) is mandatory for each Condominium within the Community which will be provided by SunPower Corporation (“**SunPower**”) and installed by SunPower New Homes (“**Solar Installer**”). SunPower and Solar Installer are independent third parties unrelated to Seller. Buyer must elect to either purchase a System or to enter into a lease agreement for the use of the System. The cost of purchasing a System is not included in the base purchase price for the Property. If Buyer elects to purchase a System from Seller, the cost of purchasing the System will be an additional expense. Prior to entering into the Contract, Buyer should fully consider the impacts of this mandatory System requirement on Buyer which may include without limitation (i) the additional expense to purchase or lease a System; (ii) that some or all of the condominium buildings within the Community will have prominently visible Systems mounted on the roofs thereof which may be seen from the private streets within the Community, public or private streets adjacent to the Community or from Buyer’s Condominium Unit; and (iii) associated maintenance and repair expenses if Buyer elects to purchase a System as an upgrade option. If Buyer elects to neither purchase nor lease a System for the Property, Buyer will not be able to purchase the Property.
2.

SUNPOWER CONSULTATION. In order to provide Buyer with pertinent information regarding the System including without limitation the cost or purchasing, owning and maintaining a System, and, where applicable, the lease terms under any lease agreement, etc., SunPower offers an informational solar consultation at no cost to Buyer (“**Solar Consultation**”). Buyer shall indicate, by checking the appropriate box below, whether Seller may provide SunPower with Buyer’s name(s), email address(es), telephone number(s), address of the Property and the Estimated Closing Date, as defined in the Contract (collectively, the “**Contact Information**”) so that SunPower may contact Buyer to schedule a Solar Consultation. If Buyer instructs Seller not to provide Buyer’s Contact Information to SunPower and Buyer elects to lease a System as described herein, Buyer must contact SunPower directly to schedule the Solar Consultation within three (3) business days of the date Buyer executes the Contract. Buyer shall indicate, by checking the appropriate box below, whether Seller is authorized to provide

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Buyer's Contact information to SunPower or if Buyer shall timely contact SunPower as described in this Section 2.

- ☒ **By checking this box and executing this Solar Addendum below, you agree that Seller may provide your Contact Information to SunPower.**
- ☐ **By checking this box and executing this Solar Addendum below, you instruct Seller not to provide your Contact Information to SunPower. You agree to contact SunPower at NewHomeBuyer@SunPower.com within three (3) business days of the date you sign the Agreement.**

3. ABOUT THE SYSTEM EQUIPMENT AND PROGRAMS. As described in Section 1 above, Buyer must elect to either purchase or lease a System for the Property. The purchase program for a System is described in Section 4 below and the lease program for a System is described in Section 5 below. Some of the equipment associated with a System includes without limitation (a) roof-mounted photovoltaic modules consisting of solar panels, (b) an inverter that converts direct current (DC) electricity generated by the solar array to alternating current (AC) electricity for residential use, and (c) other related movable equipment. The System is designed to convert sunlight into electricity but is not designed to directly heat water for the Property or exterior improvements such as pools and spas. Sample copies of the lease agreement and purchase contract for a System, any warranty provided by SunPower or SunPower Corporation, System ("SunPower Warranty") and any operating and maintenance manual, if any, provided by SunPower or the Solar Installer ("Solar Maintenance Manual") are available for Buyer's review from SunPower or Solar Installer. Buyer should read all documents relating to the System carefully before electing to purchase or lease a System.

4. PURCHASE OF A SYSTEM. If Buyer elects to purchase a System, the total cost to Buyer of an installed System will be set forth in the options/upgrades amendment to the Contract by which Buyer agrees to purchase the System.

4.1 Internet Solar Monitoring. SunPower may provide buyers with an internet-based monitoring service that monitors the performance of the System ("**Internet Solar Monitoring Service**") free of charge for a limited time. If SunPower does offer the Internet Solar Monitoring Service free of charge for a limited time but changes its policy in the future, at the expiration of the free monitoring period Buyer will be required to contract separately with the appropriate third party at the then prevailing rates and on such terms and conditions as the appropriate third party may offer if Buyer desires to continue using the Internet Solar Monitoring Service. Buyer is advised that under the terms and conditions of the Internet Solar Monitoring Service, Buyer may be automatically enrolled at the termination of the promotional period for future Internet Solar Monitoring Service and charged for those services until Buyer terminates the same. Seller has no control over the Internet Solar Monitoring System or any fees or rates which may be charged by SunPower or its affiliates, any monitoring company or any other third-party related to the foregoing. **Buyer is hereby advised to independently verify all of the information described in this Section 4.1 and all terms and conditions regarding any Internet Solar Monitoring Service as Seller has no ownership interest in and is not affiliated with SunPower or any of its affiliates or any third party internet solar monitoring company.**

4.2 Federal, State and/or Local Energy Incentives.

4.2.1 Tax Credit Information. Buyer may qualify for federal, state and/or local incentives or credits to defray a portion of the cost of purchasing a System. However, Buyer shall be solely responsible for verifying the availability of and obtaining any such incentives or credits. The availability of tax credits and incentives may be limited, and Seller strongly recommends that Buyer contact Buyer's financial, tax and legal advisors for details and information on whether Buyer qualifies for any tax credits or incentives associated with the purchase or lease of a System and the amount of any such tax credits or incentives, in light of Buyer's individual tax and financial circumstances. **Buyer hereby acknowledges Buyer is solely responsible for verifying the availability of and obtaining any applicable credits or incentives which may be available.** At or after the Close of Escrow, SunPower will provide Buyer the estimated number of kilowatt-hours of electricity expected to be generated annually by the System, and Seller will provide Buyer a statement of costs and expenses for the System together with any other information that is readily available to Seller and is reasonably required by Buyer in connection with Buyer's application for incentives and/or credits (such cost, generation and other information is collectively referred to as the "**Tax Credit Information**"), which Buyer may choose to use for purposes of pursuing any available tax credits or other incentives. Buyer agrees that the Tax Credit Information is not intended to be, and shall not be construed as, a representation, warranty, covenant or guaranty by Seller to Buyer regarding the electrical generating capacity of the System, the availability of tax credits or incentives, if any, for the System or any other matter whatsoever having to do with the System.

4.2.2 No Representation by Seller.

(a) Buyer agrees that Seller and its affiliates and their respective employees, agents, officers, directors, partners, members, managers and affiliates have made no representation, warranty, guaranty or covenant of any kind, express or implied, to Buyer regarding any federal, state, local or utility solar tax credits or incentives. Buyer's obligations under the Contract are not contingent upon Buyer or the System qualifying for any tax credit, incentive, rebate or other similar financial benefit. Seller shall have no liability or obligation to Buyer with respect to any tax credit, rebate or other similar financial benefit if the credit or other benefit expires before Close of Escrow regardless of the reason, including without limitation delays in completion of construction or closing of the Property.

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System component manufacturer (“**System Component Manufacturer**”). Service questions and warranty claims regarding any roof issues related to the installation of the System should initially be directed to Seller.

6.1.2 Seller’s Express Limited Warranty. The only warranty Seller provides for the Property is Seller’s limited warranty set forth in the Fit and Finish Limited Warranty and SB800 (Non-Adversarial Procedures) Addendum to the Contract (“**Seller Limited Warranty**”). Buyer is hereby advised that Seller Limited Warranty does not cover the System. Seller makes no representation, warranty, covenant or guaranty, express or implied, regarding (i) the System, (ii) the longevity of the System, (iii) any SunPower Warranty or any other warranty provided by any third-party arising from, in connection with or pursuant to the purchase or lease of a System, (iv) the performance by SunPower or SunPower Corporation, System under the SunPower Warranty, (v) any warranty from Solar Installer, (vi) the performance of Solar Installer under any such Solar Installer Warranty or any other third party under any other warranty, (vii) any warranty from a System Component Manufacturer, (viii) the performance by any System Component Manufacturer under such manufacturer’s warranty, or (xi) any components or parts of the System. Buyer agrees and understands that over time, the panels, parts and other components of the System installed for the benefit of the Property will become obsolete and/or may no longer be manufactured, as different, newer or more efficient solar panels, parts and products become available. Buyer agrees that Seller has no obligation to upgrade, repair or replace the System or any component thereof due to obsolescence or the unavailability of any panels, parts and other System components, should Buyer need to repair or replace the System or any portion thereof in the future. Seller makes no representation or warranty as to whether the System will last longer than the surrounding roof that does not constitute a part of the System, and Buyer acknowledges that re-roofing or repairing the roof of the condominium in which the Property is located will likely be more expensive in the future due to the existence of the System, and may require modification to the System itself. **Seller has no ownership interest in and is not affiliated with SunPower, SunPower Corporation, System, Solar Installer or any System Component Manufacturer.**


6.2 Warranties by SunPower, SunPower Corporation, System, Solar Installer and System Component Manufacturers. SunPower, SunPower Corporation, System, Solar Installer, or a System Component Manufacturer may provide warranties warranting against defects in the workmanship of the installation of the System, degrading of electric output from the System, and limited warranties on the System components. Any warranty offered by SunPower, SunPower Corporation, System, Solar Installer and/or a System Component Manufacturer is unrelated to and independent of the Seller Limited Warranty. Please review the SunPower Warranty any warranty from Solar Installer and all System Component Manufacturers’ limited warranties for the System, copies of which will be provided by SunPower or Solar Installer. Special attention should be directed to those paragraphs that limit the liability of SunPower, SunPower Corporation, System, Solar Installer and any System Component Manufacturers. Buyer acknowledges that certain components of the limited warranties provided by SunPower, SunPower Corporation, System, Solar Installer and any System Component Manufacturers may run beyond the warranty terms provided under the Seller Limited Warranty. Since Seller has no ownership interest in SunPower, SunPower Corporation, System, Solar Installer or any System Component Manufacturer, Seller has no control over the design or performance of the products of SunPower, SunPower Corporation, System, Solar Installer and any System Component Manufacturers, and Seller assumes no liability for the performance of maintenance or warranty service on the System by SunPower, SunPower Corporation, System, Solar Installer or any System Component Manufacturer.

If Buyer has any questions about the System, SunPower Warranty, any Solar Installer warranty, Internet Solar Monitoring Service or the Solar Maintenance Manual, please contact a SunPower representative directly. If Buyer has any questions about the System Component Manufacturers’ limited warranties (if any), please contact either SunPower or the individual System Component Manufacturer.

6.3 Timelines for Selecting System Option Upgrade. If Buyer would like to upgrade the System to be installed for the benefit of the Property, Buyer must do so within the timeframe established by Seller and/or Solar Installer. However, because of space and other limitations on the roofs of condominium buildings within the Community, Buyer will not be able to upgrade to a System with solar panels that are larger in area than those designated for installation by Seller and/or Solar Installer. Given the complex nature of the System, any upgrades to the system may be required to be selected before the selection deadline for other options for the Property. Until the time Buyer elects to upgrade the System, the availability and prices of upgraded System option(s) are subject to change without prior notice. Buyer acknowledges that if Buyer is purchasing a Condominium Unit which is already under construction, the cut-off dates for ordering any upgraded System may have already passed at the time Buyer executes the Contract. Seller reserves the right to add or delete any System, and to modify the purchase options from the Seller’s at any time without prior notice to Buyer.

6.4 Placement of Systems. The System’s solar panels will be placed on the roof of the condominium building in which the Property is located. While it is preferable to install the solar panels on a south-facing roof surface, in some instances it may not be feasible to do so because of the roof configuration, building orientation, or other reasons. In those instances, the Solar Installer will install the panels on another roof surface including roof surfaces that may not face south, and, as a result, the annual electrical output from the System may be less than optimal. The location of the solar panels on each roof will be determined by Seller and/or Solar Installer. Buyer should anticipate that solar panels serving the Property and on other residences within the Community may be prominently visible, including installations on street-facing roof surfaces. Buyer should consider this when electing to purchase a Condominium within the Community.

6.5 Utility Interconnection Agreement. Buyer is required to sign an interconnection agreement with the utility company servicing the Community (“**Utility Company**”) prior to the Close of Escrow (“**Interconnection Agreement**”). If an Interconnection Agreement for the Property was previously executed by Seller with the Utility Company, Buyer will receive the benefit of that Interconnection Agreement at Close of

			
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Escrow; however, if Buyer elects to lease the System, any benefit Buyer is to receive from the Interconnection Agreement may be reduced or eliminated pursuant to the Lease with Lessor. A specially-programmed meter may be installed to measure the difference between electricity the customer purchases and electricity the customer exports to the grid. The methods of applying credit for exported energy vary. The solar electric energy generated by the System is not stored, and if the energy generated by the System exceeds the energy demand in the Property, the excess energy is exported to the local utility electric transmission grid, under the terms of the Interconnection Agreement for the System. If the Utility Company's electric service to the Property is interrupted or disconnected, the System will shut down, and the Utility Company may disconnect the System to protect its service personnel while restoring electric service. The terms of the Interconnection Agreement with the Utility Company are subject to change. Seller has no control over the terms or provisions of the Interconnection Agreement. Seller makes no covenant, representation, warranty or guaranty of any kind, express or implied, to Buyer as to whether the Utility Company or any other utility provider will provide a credit to a homeowner's bill or will pay a homeowner a refund or rebate if the electricity generated by the System somehow exceeds the electricity used by the homeowner at the Property for the applicable period of time. To obtain information regarding the Interconnection Agreement, please contact the Utility Company.

6.6 Potential Delay of Operation of System. Buyer acknowledges that the System may not be operational at the Close of Escrow. The initial operation of the System may be delayed due to multiple factors including but not limited to delays by the Utility Company in processing the Interconnection Agreement and delays by the Solar Installer, in starting up the System. Buyer acknowledges that these delays are not within the Seller's control as such delays, if any, are solely within the control of Solar Installer and the Utility Company. Seller will have no control over, or liability for, the commencement of operation of the System.

7. SYSTEM PERFORMANCE.

7.1 Factors Affecting Operation of a System. The System is intended for residential, personal, family or household purposes only. Buyer acknowledges and agrees that there are a variety of factors that can positively or negatively affect the electricity generating capacity of the System; these factors include without limitation (i) the plan type and architectural elevation of the Property or the building in which the Property is located, (ii) the orientation of such condominium building in which the Property is located to the sun, (iii) the cleanliness of the solar panels, arrays or tiles, (iv) cloudiness, weather patterns and seasonality, (v) the presence of streetlights, (vi) the growth of trees and other vegetation and/or (vii) structural additions to the condominium building in which the Property is located or neighboring properties. Buyer acknowledges and agrees that because of these and other factors, the electrical generating capacity of the System installed for the benefit of the Property may be less than or greater than a System installed for any other condominium unit and on any other condominium building within the Community or any other residence located on neighboring property or adjacent property, even where the System size and other parameters for such other condominium unit property within or outside the Community are the same as those of the System which may be installed for Buyer's Property.

7.2 Energy Savings. Buyer acknowledges and agrees that the System may not generate enough electricity to cover Buyer's entire monthly electricity bill, and that the System should not be expected to generate electricity in excess of Buyer's usage on an annual basis. Actual energy costs and/or usage are dependent on a number of factors, including utility rates, energy consumption, home maintenance, Buyer's energy conservation practices, orientation of the condominium building in which the Property is located to the sun, and surrounding climate and weather conditions. Seller does not guarantee or warrant any actual energy cost savings.

7.3 No Energy Output Guarantee. Information regarding the estimated electrical output for the System, the number of kilowatts the System will generate, and any savings that Buyer can expect to receive in Buyer's electricity bill are calculated and provided by SunPower or Solar Installer. Notwithstanding any written, verbal or electronic statements or materials that have been made available to Buyer or that Buyer has received or may hereafter receive, from Seller, SunPower, Solar Installer or any System Component Manufacturer, Buyer acknowledges and agrees that Seller has not previously made and hereby makes no representation, warranty, guaranty or covenant of any kind, express or implied, regarding the electrical output for the System, the number of kilowatts the System will generate, any savings that Buyer can expect to receive in Buyer's electricity bill, or any other matter whatsoever bearing upon the performance, efficiency, output or electrical generating capacity of the System. Buyer should also be aware the performance of the System may decrease over time.

7.4 Uncontrolled Shading. Trees, structures and other obstructions installed or permitted to grow on or about the Property, Association Property or on neighboring properties may cause shading of Buyer's System, and such shading may be permitted by law and applicable rules and regulations. If this occurs, the generation of energy from the System for the Property may be reduced or eliminated. Seller makes no representation, warranty or guaranty, express or implied, that any System installed for the benefit of the Property will now or in the future be free from shading, and Seller has no control over whether shading restrictions exist on neighboring properties.

8. SOLAR ACT AND IMPROVEMENTS.

8.1 Solar Shade Control Act. All homeowners and the Association will be subject to all applicable laws including, without limitation, the Solar Shade Control Act, which can be found in California Public Resource Code §25980 et. seq.

8.2 Compliance with Governing Documents and Laws. While Seller makes no representation, warranty or guaranty, express or implied, regarding Buyer's ability to replace or upgrade a System benefitting Buyer's Property after the Close of Escrow, Seller advises Buyer that the maintenance, repair and

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replacement of the System will be subject to the following: (i) the Declaration of Covenants, Conditions and Restrictions for the Community (“**Community Declaration**”), including any supplemental covenants and restrictions recorded against the Property; (ii) the architectural/design guidelines, if any, for the Community; (iii) all applicable city and/or county ordinances and zoning regulations, (iv) the International Building Code, and (v) any other associated regulations. Seller advises Buyer that California has a strong public policy in favor of solar energy systems that could restrict your free and unfettered enjoyment of your Property if it conflicts with the operation of a solar energy system installed for an adjacent residence. Buyer may be required to obtain written approval from the Association or architectural/design review committee prior to replacement or upgrade of a System and Buyer shall be obligated to comply with reasonable restrictions placed on the System by the Association and/or architectural/design committee, subject to the provisions of California Civil Code Sections 714 and 714.1, as they may be amended from time to time.

8.3 Solar Declaration. The Property may be subject to a recorded Declaration of Solar Energy Covenants and Restrictions or similar document (“**Solar Declaration**”). To protect against shading of solar arrays on the property subject to it, a Solar Declaration may (i) restrict shading of System solar arrays, (ii) establish guidelines for, or impose restrictions upon, the location and height of trees and other improvements, and/or (iii) impose other obligations and restrictions on such properties and the owners thereof. Buyer should review carefully the provisions of any Solar Declaration that encumbers the Property (or will, before Close of Escrow, encumber the Property) to understand its provisions and Buyer’s obligations under that document.

8.4 Shading Restrictions. The shading restrictions mean that the dimensions of the Property or Association Property may not accommodate (a) the planting of any trees or the planting of medium or large trees or the growth of any trees or shrubs to full or mature heights within the Property’s yard area (if any) or exclusive use area, or (b) structural additions or alterations in the Property. When making a decision to purchase the Property, Buyer must carefully consider the potential of any trees or structural additions or alterations to cause shading of a System’s solar array that is prohibited by any such shading restrictions.

9. FURTHER INFORMATION REGARDING SOLAR.

9.1 Marketing Materials. Information contained in any solar energy system and energy efficiency marketing materials are based upon information obtained from third parties unrelated to Seller and in some cases provided by Seller but prepared by unrelated third parties (as is the case with the solar energy system materials prepared by SunPower and Solar Installer) and should not be used as the only source of information when making purchase or lease decisions, investment decisions or tax decisions, or when executing other binding agreements. Buyer acknowledges that he/she has been advised to independently investigate and verify the information contained in this Solar Addendum prior to entering into the Contract.

9.2 California Go Solar Website. The California Energy Commission’s New Solar Homes Partnership (NSHP) is part of the comprehensive statewide solar program, known as the California Solar Initiative. More information can be obtained from a number of resources, including but not limited to the “California Go Solar” Website which may be found at <http://www.gosolarcalifornia.org>.

9.3 Information from the State of California. For more information on the estimated cost savings associated with the Solar Energy System option for your Climate Zone, please refer to the following information from the California Code of Regulations, Title 20, Section 2702. “Table 1: Estimated Annual kWh Generation and Dollar Savings of a 1 kW Solar Energy System

Estimated Annual Dollar Savings at Various Utility Electric Energy Rates						
	Estimated Annual	\$0.10/kW	\$0.15/kWh	\$0.20/kWh	\$0.25/kWh	\$0.30/kWh
Climate Zone	kWh/kWstc Generation	h				
CZ01	1220-1475	\$122-\$148	\$183-\$221	\$244-\$295	\$305-\$369	\$366-\$443
CZ02	1420-1660	\$142-\$166	\$213-\$249	\$284-\$332	\$355-\$415	\$426-\$498
CZ03	1515-1885	\$152-\$189	\$227-\$283	\$303-\$377	\$379-\$471	\$455-\$566
CZ04	1560-1920	\$156-\$192	\$234-\$288	\$312-\$384	\$390-\$480	\$468-\$576
CZ05	1570-1965	\$157-\$197	\$236-\$295	\$314-\$393	\$393-\$491	\$471-\$590
CZ06	1590-1980	\$159-\$198	\$239-\$297	\$318-\$396	\$398-\$495	\$477-\$594
CZ07	1545-1940	\$155-\$194	\$232-\$291	\$309-\$388	\$386-\$485	\$464-\$582
CZ08	1565-1965	\$157-\$197	\$235-\$295	\$313-\$393	\$391-\$491	\$470-\$590
CZ09	1570-1870	\$157-\$187	\$236-\$281	\$314-\$374	\$393-\$468	\$471-\$561
CZ10	1560-1880	\$156-\$188	\$234-\$282	\$312-\$376	\$390-\$470	\$468-\$564
CZ11	1595-1905	\$160-\$191	\$239-\$286	\$319-\$381	\$399-\$476	\$479-\$572
CZ12	1670-1975	\$167-\$198	\$251-\$296	\$334-\$395	\$418-\$494	\$501-\$593
CZ13	1705-2000	\$171-\$200	\$256-\$300	\$341-\$400	\$426-\$500	\$512-\$600
CZ14	1790-2140	\$179-\$214	\$269-\$321	\$358-\$428	\$448-\$535	\$537-\$642
CZ15	1755-2085	\$176-\$209	\$263-\$313	\$351-\$417	\$439-\$521	\$527-\$626
CZ16	1560-1860	\$156-\$186	\$234-\$279	\$312-\$372	\$390-\$465	\$468-\$558

Note: The estimated annual kWh/kWstc generation values are from calculations using the Solar Offset Program Calculator, which is based on the California Energy Commission Photovoltaic (CECPV) model. The actual performance of a solar energy system will be based on numerous factors including, but not limited to, the available solar insulation at the specific geographic location, the azimuth and tilt of the solar energy system, shading conditions at the specific location, and system loss factors. The estimated annual dollar savings are based on a flat utility electric energy rate rather than a tiered rate. The actual dollar savings will be based on the utility electric

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energy rate structure, the overall electricity consumption of the Property, and the amount of energy produced by the solar energy system. The values in the table should not be interpreted as a guarantee of solar energy system performance nor should the values be used as the sole basis for purchasing a solar energy system. Prospective home buyers interested in purchasing a solar energy system are encouraged to obtain a site specific estimate of annual energy generation and dollar savings.

Prospective home buyers are encouraged to visit the Go Solar California website: www.gosolarcalifornia.org/tools/calculators.php, to view a number of online calculators that have been developed to help make a decision on going solar. The solar calculators on this website may reach calculations different from those contained in the reference chart above.

The Energy Commission climate zone map is located at: www.energy.ca.gov/maps/building_climate_zones.html

10. SELECTION OF LEASE OR PURCHASE OPTION. Buyer shall notify Seller in writing of Buyer's election to lease or purchase the System ☒ within ten (10) business days of the date Buyer signs the Contract ("**Buyer Election Notice**") or ☐ concurrently with the execution of this Solar Addendum. If Buyer fails to deliver a Buyer Election Notice to Seller within ten (10) business days of the date Buyer signs the Contract, then Buyer shall be in default under the Contract, Seller shall have the unilateral right to terminate the Contract by providing written notice of termination to Buyer and to Escrow Holder and shall refund to Buyer all Deposits then received from Buyer under the terms of the Contract within five (5) business days of the date of Seller's notice of termination. After delivery of the Buyer Election Notice, Buyer cannot change Buyer's election to lease or purchase the System without Seller's prior written approval, which approval may be withheld if Seller, in its sole and absolute discretion, determines that such a change in your election may cause a delay in the Close of Escrow.

10.1 Lease Option. If Buyer elects to enter into a Lease for the System, Buyer agrees that (i) Buyer shall enter into a Lease with Lessor for the System prior to the Close of Escrow, (ii) Buyer's failure to enter into the Lease prior to the Close of Escrow shall be deemed to be a default by Buyer under the Contract, and (iii) Buyer shall be solely responsible for the payment of all costs, fees, rental payments and any other sums required of Buyer under the Lease.

10.2 ☒ Purchase Option. If Buyer elects to purchase the System, Buyer agrees that (i) Buyer shall execute an options and upgrades amendment to the Contract to evidence the purchase of the System ☒ within ten (10) business days of the date of the Buyer Election Notice or ☐ concurrently with the execution of this Solar Addendum, and Buyer shall be solely responsible for the payment of any increase in the Purchase Price of the Property as a result of the purchase of the System, or (ii) if required by SunPower and Seller, Buyer shall enter into an agreement for the purchase of a System from SunPower.

10.3 Acknowledgment of Lease Qualification Requirements. If you have elected to enter into a Lease for the System pursuant to **Section 10.1** above, you shall provide to SunPower or Lessor, within two (2) business days of a written request therefor from SunPower, Lessor or Seller, any and all personal and/or financial information as may be reasonably necessary for SunPower or Lessor to evaluate your ability to perform your obligations under the Lease. **Your failure to enter into the Lease before Close of Escrow is a default under the Agreement as provided in Section 10.1 above**

11. ACKNOWLEDGMENTS OF BUYER. By signing this Solar Addendum, Buyer additionally acknowledges and agrees that:

(a) Except as specifically set forth in this Solar Addendum, Buyer is not relying upon any agreements, understandings, inducements, promises, representations or warranties, express or implied (collectively "**Representations**") made by any sales person, employee or agent of Seller regarding the System;


(b) Buyer has taken whatever steps are necessary to fully understand all the information stated in this Solar Addendum;

(c) Buyer has considered the possible effect of the matters contained in this Solar Addendum in Buyer's decision whether to purchase or lease the System,

(d) Seller, its affiliates, assigns and sales representatives are not acting as an agent of SunPower, SunPower Corporation, System, Lessor, Solar Installer or any System Component Manufacturer; and

(e) All terms and provisions of any lease agreement, System warranty, System performance and other aspects of the System are set forth in the written materials that are prepared by SunPower, SunPower Corporation, System, Lessor or Solar Installer. Neither Seller nor any of its affiliates, assigns or Sales Representatives have made Representations or warranties to Buyer of any kind regarding the System, including but not limited to energy savings, tax benefits, cash grants, incentives or rebates.

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DocuSigned by:

Buyer:

Rakesh Jaiswal

02E328BE2BAA456...

Date:

10/29/2020

Buyer:

Date:

Seller:

CWC SAN MARCOS 100 LLC,
a Delaware limited liability company

By:

CWC SM Management LLC, a California limited liability company

Its: Managing Member

By:

Robert H Thorne

B65487752064D3

Name:

Robert H Thorne

Its:

Authorized Signatory

Date:

10/29/2020

DS

RJ

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Buyer's Initials

Buyer's Initials

Buyer's Initials

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