

## **SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT**

**The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$89,956.68.**

**If you signed a Power Purchase Agreement, the TOTAL COST indicated above is estimated based on your kWh rate multiplied by the solar system's power production estimates (See Schedule A of your agreement for details). This amount reflects the ACH discount. This amount may vary.**

**To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at [www.cslb.ca.gov](http://www.cslb.ca.gov) (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.**

**If the attached contract was not negotiated at the contractor's place of business, you have a Seven-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.**

### **Seven-Day Right to Cancel**

**You, the buyer, have the right to cancel this contract within seven business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the seventh business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.**

## **DOCUMENTO DE DECLARACIONES SOBRE EL SISTEMA DE ENERGÍA SOLAR**

**El COSTO TOTAL del sistema de energía solar (incluyendo costos de financiamiento y energía, si corresponde) es: \$89,956.68.**

**Si Usted firmó un Acuerdo de Compra de Energía, el COSTO TOTAL indicado anteriormente ha sido estimado de acuerdo con de su tasa de kWh multiplicado por las estimaciones de producción de energía solar del sistema (consulte el Programa A de su contrato para obtener más información). Esta cantidad refleja el descuento de ACH. Esta cantidad puede variar.**

**Para presentar una queja contra un contratista que instale este sistema y/o el vendedor de mejoras para el hogar que vendió este sistema, comuníquese con el Contractors State License Board (CSLB) a través de su sitio web en [www.cslb.ca.gov](http://www.cslb.ca.gov) (busque: "complaint form"), por teléfono al 800-321-CSLB (2752), o escribiendo al PO Box 26000, Sacramento, CA 95826.**

**Si el contrato adjunto no fue negociado en el lugar de negocios del contratista, usted tiene un derecho de siete días para cancelar el contrato, de conformidad con el Código de Negocios y Profesiones (BPC), sección 7159, como se indica a continuación. Para obtener más detalles sobre la cancelación del contrato, consulte el Aviso de Cancelación, que debe incluirse en su contrato.**

### **Derecho de siete días para cancelar**

**Usted, el comprador, tiene el derecho a cancelar este contrato dentro de siete días hábiles. Puede cancelar por correo electrónico, correo postal, fax o entregar un aviso por escrito al contratista en el lugar de negocios del contratista antes de la medianoche del séptimo día hábil después de que recibió una copia firmada y fechada del contrato que incluye este aviso. Incluya su nombre, su dirección y la fecha en que recibió la copia firmada del contrato y este aviso.**



HOMEOWNER **Lisa Sims**  
 ADDRESS **7 Vía Bella**  
**Rancho Mirage, CA 92270-5608**

DATE ISSUED **2/12/2019 1:29 PM**  
 INSTALLATION **7 Vía Bella**  
 LOCATION **Rancho Mirage, CA 92270-5608**

**\$0.00**

Upfront costs

**\$0.150**

Rate per kWh – Year one

**\$222.74**Estimated monthly payment –  
Year one  
(Includes ACH discount)**25 Years**

Agreement term

## AGREEMENT BENEFITS & INSTALLATION PROCESS

- **Infinity Energy Inc.** and Sunnova will install a **10.200-kW** solar system on your home.
- Your system is estimated to produce **17,833 kilowatt hours** in the first year of service. **(Schedule A)**
- Your agreement includes your down payment of \$0.00.
- Your monthly payment will never increase by more than approximately **2.9 %** per year. **(Schedule A)**
- **Infinity Energy Inc.** will complete the design and engineering drawings for your system, and Sunnova will review the final design to ensure it meets our high quality standards. **(Sec 5(b))**
- Your system activation may experience delays as a result of the process for obtaining the necessary building permits and utility approval for net metering and interconnection of your system. Once your system is installed, it must still pass utility inspection before you can turn it on.
- You will receive a 10% discount each month when you set up automatic payments from your checking or savings account (pricing above already reflects discount). **(Sec. 4(e))**
- You may renew this agreement for up to two successive five-year terms at the end of the original **25-year** term. **(Sec. 10)**
- If you sell your house, you may transfer the agreement and warranties to the new homeowner, provided that the new homeowner meets Sunnova's credit requirements. **(Sec. 11)**
- If you choose not to renew the agreement at the end of your **25-year** term, Sunnova will remove the system at no cost to you. Conditions apply. **(Sec. 17)**
- This agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted **(Sec. 19)**
- Your agreement gives you a 7-day cancellation period without incurring any fees.
- Any savings estimate is dependent on the energy usage information you provided us, and may change as your usage and utility rates change over time.
- Your solar system is covered by the **Limited Warranty** for the term of the agreement. **(Exhibit 2)**
- Once your system is turned on and operating, you will receive two monthly electricity bills: one from **Southern California Edison - SCE (CSI)** and one from Sunnova.
- When the electric grid goes down, your solar power system will not work.

I have reviewed, understand and agree with the above agreement terms and process.

The pricing provided in this Easy Save Monthly Agreement is valid until **March 13, 2019**

Homeowner's initials

LS

Homeowner's initials



<p>Homeowner Name and Address Lisa Sims 7 Vía Bella Rancho Mirage, CA 92270-5608</p> <p>Contract ID ZL002198486</p>	<p>Co-Homeowner Name (If Any)</p>	<p>Installation Location 7 Vía Bella Rancho Mirage, CA 92270-5608</p>	<p>Installer/Contractor Infinity Energy Inc. 3855 Atherton Road Rocklin, California 95765</p> <p>License CA 998627; TX 32607</p> <p>Sunnova License Sunnova CA 1003498</p>
<p>Estimated Solar Energy Production</p> <p>Estimated First Year Annual Production: 17,833 kWh Estimated Initial Term Total Production: 420,076 kWh</p> <p>Payment Terms</p> <p>Amount Due at Contract Signing: \$0.00 Installation Fee: \$0.00</p> <p>Annual Increase of Solar Energy Rate: 2.9 % / year First Year Solar Energy Rate, if paid by auto-ACH: \$0.150 / kWh First Year Solar Energy Rate, if not paid by auto-ACH: \$0.165 / kWh Estimated Monthly Bill in First Year, if paid by auto-ACH: \$222.91 / month Estimated Monthly Bill in First Year, if not paid by auto-ACH: \$245.21 / month</p>			

## SOLAR POWER PURCHASE AGREEMENT

### 1. INTRODUCTION

This Power Purchase Agreement (this “Power Purchase Agreement” or “PPA”) is the agreement between you and Sunnova Energy Corporation (together with its successors and assigns, “Sunnova” or “we”), covering the sale to you of the power produced by the solar panel system (the “System”) described below. Sunnova agrees to sell to you, and you agree to buy from Sunnova, all of the power produced by the System on the terms and conditions described in this Power Purchase Agreement. The System will be installed by Sunnova or a contractor

acting on Sunnova’s behalf at the Installation Location listed above. This Power Purchase Agreement will refer to this address as the “Property” or your “Home.” Sunnova provides you with a Limited Warranty (the “Limited Warranty”). The Limited Warranty is attached as **EXHIBIT 2**.

Following the execution of this PPA, a representative of Sunnova will contact you to verify your information (the “Validation Call”).

**This is a legally binding agreement with disclosures required by law, so please read everything carefully.**



This PPA requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted. If you have any questions regarding this Power Purchase Agreement, please ask your Sunnova sales consultant.

## 2. TERM

Sunnova agrees to sell you the power generated by the System for 25 years (300 months), plus, if the Interconnection Date is not on the first day of a calendar month, the number of days left in that partial calendar month. We refer to this period of time as the "Term." The Term begins on the Interconnection Date, as defined below. The "Interconnection Date" is the date that the System is turned on and generating power. Sunnova will notify you by email when the System is ready to be turned on.

**Approximate Start Date.** The installation work to be performed by Contractor pursuant to this Power Purchase Agreement shall commence within 3 days from the date that is the later of the date in which (a) all permits have been issued; (b) any homeowner's association approval letter has been received; and (c) all materials have been delivered to the site (the "Commencement Date").

**Approximate Interconnection Date.** All work to install the System shall be completed as soon as possible, but in no event more than twelve (12) months from the Commencement Date, subject to any applicable amendments. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of Contractor. These factors include the process for obtaining utility approval for net metering and interconnection of your System. The project shall be deemed completed upon the date the System is connected to the electrical grid, and begins generating power (the "Interconnection Date").

## 3. POWER PURCHASE AGREEMENT PAYMENTS; AMOUNTS

### a. Power Price

You are purchasing the power the System produces. The price of that power is set forth on the "Value Statement" attached as **Schedule A**.

### b. Payments

**Schedule A** details, among other things, (i) the price per kWh you will be charged; (ii) the annual price per kWh percentage increase (if any); and (iii) Sunnova's estimate of the amount of power that is expected to be produced by the System over the entire Initial Term. You will pay no

Monthly Payments if you are fully prepaying this PPA. During contract validation, you will choose one of the available payment date options for your Payment Date. After your first Monthly Payment, 299 additional Monthly Payments will be due on the same day of each following month. You will have regular access to the System's production via your Sunnova online account. Actual production will vary from estimated production due to weather and other conditions. Payments due upon installation are due immediately prior to commencement of installation.

### c. Payment Reconciliation

If (i) the System is off line for more than seven (7) full twenty-four (24) hour days cumulatively during the Term (for example, you remove the System to do renovations to your Home); or (ii) you take some action that significantly reduces the output of the System; or (iii) you don't trim your bushes or trees to their appearance when you signed this PPA to avoid foliage growth from shading the System, then Sunnova will reasonably estimate the amount of power that would have been delivered to you during such outages or reduced production periods and shall consider that as actual production for purposes of this PPA (including the Limited Warranty). You will not be charged for the System being off line due to Sunnova's fault or grid failure.

### d. Payment Suspension Due to Circumstances Outside of Your Control

In the event of System destruction or grid failure caused by a Force Majeure Event, your payment obligations under this Power Purchase Agreement will be suspended for as long as the System is down or the grid failure continues due to the Force Majeure Event, and the Term of this Power Purchase Agreement will be extended for an equivalent period of time; provided however, that (i) you provide notice to Sunnova of the Force Majeure Event and your intention to rely upon the Force Majeure Event as a basis for suspending payments, and (ii) the payment obligations may be suspended and the Term extended only for the amount of time that Sunnova may determine, in its sole discretion, that a Force Majeure Event exists and provides written confirmation of the same.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared);



sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products; power or voltage surge caused by someone other than Sunnova including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Sunnova or under its control.

#### 4. POWER PURCHASE AGREEMENT OBLIGATIONS

##### a. System, Home and Property Maintenance

###### You agree to:

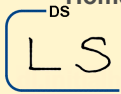
- (i) have the System repaired pursuant to the Limited Warranty only and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Sunnova initially installed the System;
- (iii) keep the panels and modules clean, pursuant to the Limited Warranty and the Solar Service Guide (as such term is defined in Exhibit 2) and protect the System from animals and infestation;
- (iv) not modify your Home or landscaping in a way that shades the System;
- (v) be responsible for any conditions at your Home that affect the installation (e.g., blocking access to the roof, or removing a tree that is in the way, prior work you have done on your Home that was not permitted);
- (vi) be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications necessary to prepare your Home and roof for the System. You agree that Sunnova is not responsible for any known or unknown property conditions, including but not limited to, actual or alleged exacerbation of pre-existing conditions;

Homeowner(s)' Initials

DS  
LS

- (vii) not remove any markings or identification tags on the System;
- (viii) permit Sunnova, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (ix) use the System primarily for personal, family or household purposes, but not exclusively to heat a swimming pool, and not to provide power to any property outside your Home;
- (x) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (xi) notify Sunnova immediately if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your electric provider;
- (xii) have anyone who has an ownership interest in your Home sign and agree to be bound by this Power Purchase Agreement;
- (xiii) permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites (data produced by the System shall be owned by us) and execute a third-party access agreement for this purpose where required;
- (xiv) return signed any documents we send you for signature (like incentive claim forms) within five (5) business days of receiving them;
- (xv) authorize Sunnova to make inquiries concerning your credit history and standing from time to time; and
- (xvi) authorize Sunnova to (i) call you and (ii) send pre-recorded and text messages to your provided phone number regarding the installation, maintenance, and administration of your System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.



Homeowner(s)' Initials  


**b. System Construction, Repair, Insurance and Sunnova's obligations**

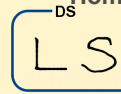
**Sunnova agrees and (as applicable) agrees to cause our contractors to:**

- (i) schedule the installation of the System at a mutually convenient date and time;
- (ii) construct the System according to written plans you review that provide a detailed description of work to be done and equipment to be used;
- (iii) provide you with a meter to accurately measure the amount of power the System delivers to you;
- (iv) notify you if the System design has to be materially changed so that you can review any such changes;
- (v) clean up after ourselves during the construction of the System;
- (vi) obtain insurance insuring the System against all damage or loss unless (A) that damage or loss is caused by your negligence; or (B) you intentionally damage the System;
- (vii) obtain insurance insuring our actions, covering damage to your Property caused by faulty installation, System malfunction or manufacturing defects;
- (viii) not be a loss payee (or named insured) on the insurance policy covering your Home;
- (ix) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- (x) create a priority stream of operation and maintenance payments to provide enough cash flow in our financing transactions to pay for the Limited Warranty obligations and the repair and maintenance of the System in accordance with this PPA even if Sunnova ceases to operate;
- (xi) not put a lien on your Home or Property; and
- (xii) install, operate and maintain the System in accordance with applicable net metering and interconnection laws.

**c. System Installation Timeline**

Your System requires review and approval by your utility. Review and approval of your application may take 5-6 months to complete. Sunnova and its installation partner will work with you to complete this process as quickly as possible.

By initialing below, you acknowledge that it may take several months to complete the review of your application and complete the installation of your system.

Homeowner(s)' Initials  


**d. Home Renovations or Repairs**

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System at your cost with advance notice to us and in compliance with the Limited Warranty.

**e. Automatic Payment, Fees; Late Charges**

In addition to the other amounts you agree to pay in this Power Purchase Agreement, you agree to pay the following:

- (i) **Automatic Payment Discount:** All prices include a ten percent (10%) monthly discount for using automatic payment. You will not receive a ten percent (10%) monthly discount if you do not make automatic Monthly Payments through your checking or savings account;
- (ii) **Late Payments: accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable rate by applicable law beginning on the twentieth (20th) day after the date the payment was due and continuing until paid in full; and**
- (iii) **Returned Check Fee:** \$25.00 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank.

**f. Estimated Taxes**

You agree to pay any applicable sales or use taxes on the Monthly Payments (or prepayment, as applicable) due under this PPA. If this PPA contains a purchase option, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any



applicable personal property taxes on the System that your local jurisdiction may levy. The total estimated amount you will pay for taxes over the Term is \$0.00 assuming that tax rate, structure, exemptions (and the interpretations of the same) stay the same as they are on the date of this PPA. In the event the tax rate, structure or exemptions (and/or the interpretations of the same) change during the Term that amount will change.

**g. No Alterations**

You agree that you will not make or allow any other party to make any modifications, improvements, revisions or additions to the System or take any other action such as modifying your Home or landscaping in a way that affects the System and that could void the Limited Warranty on the System without Sunnova's prior written consent. If you make or allow any other party to make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Sunnova's property.

**h. Access to the System**

- (i) You grant to Sunnova and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing Sunnova's rights as to this Power Purchase Agreement and the System; (C) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after this Power Purchase Agreement expires to provide Sunnova with time to remove the System at the end of the Power Purchase Agreement. Sunnova shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.
- (ii) During the time that Sunnova has access rights you shall ensure that its access rights are preserved and shall not interfere with or

permit any third party to interfere with such rights or access. You agree that the System is not a fixture, but Sunnova has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.

**i. Indemnity**

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Sunnova, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify Sunnova for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Power Purchase Agreement.

**j. Payments**

Schedule A describes your payment obligations under this PPA. SUBJECT TO SECTION 3(b) ABOVE, YOU AGREE THAT THE OBLIGATION TO PAY ALL PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA 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 YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTION 5 AND IN THE NOTICE OF RIGHT TO CANCEL, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

**k. Option to Prepay all Payments Remaining on the PPA**

At any time during this PPA, you may prepay all payments remaining on this PPA, equal to: (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the amount set forth on Schedule A in the column





titled "Prepay Option" which has been discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 8 of this PPA (Sunnova shall furnish you with a detailed calculation of such compensation if such a claim is made).

#### I. Utility Service

You agree to continue to subscribe to the utility service that you had at the time of entering into this PPA and you agree to execute all documentation associated with that utility service.

#### m. Supplemental Energy

All electric energy made available by the System is for use at your Home pursuant to this PPA. If, at any time, you need more electricity than is being produced by the System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your utility.

### 5. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM; CHANGE ORDERS

#### a. Sunnova's obligation to install the System and sell you the power it produces is conditioned on the following items having been completed to its reasonable satisfaction:

- (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (ii) approval of this Power Purchase Agreement by Sunnova's financing sources;
- (iii) your meeting Sunnova's credit underwriting criteria then in effect;
- (iv) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payments set forth in this Power Purchase Agreement;
- (v) confirmation that Sunnova will obtain all

applicable benefits referred to in Section 8;

- (vi) receipt of all necessary zoning, land use and building permits; and
- (vii) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g., removal of a tree or necessary roof repairs to enable us to safely install the System).

Sunnova may terminate this Power Purchase Agreement without liability if, in its judgment, any of the above listed conditions will not be satisfied in a timely manner for any reason. Once Sunnova starts installation, however, it may not terminate this Power Purchase Agreement for your failure to satisfy conditions (i) through (vii) above.

#### b. Amendments, Your Right to Terminate for Material Changes Before Installation

Both parties will have the right to terminate this PPA, without penalty or fee, if Sunnova determines after the engineering site audit of your Home that it has misestimated the System's annual production by more than ten percent (10%). Such termination right will expire at the earlier of (i) one (1) week prior to the scheduled System installation date and (ii) one (1) month after we inform you in writing of the revised production estimate. If neither party exercises their right to terminate this PPA following a ten percent (10%) change in the System's production, then any changes to the System will be documented in an amendment to this PPA. You authorize Sunnova to make corrections to the utility paperwork to conform to this PPA or any amendments to this PPA we both sign.

### 6. WARRANTY

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT 2**, AND THAT, TO THE FULL EXTENT PERMITTED BY STATE LAW, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. THE WARRANTY SET FORTH HEREIN REPRESENTS THE SOLE AND EXCLUSIVE REMEDY YOU HAVE AGAINST SUNNOVA RELATING TO THE SYSTEM OR THE POWER PURCHASED THEREUNDER.

### 7. TRANSFER



Sunnova works with banks, companies and other financing parties to finance the System. As a result, Sunnova may assign this PPA to one of its financing parties. In addition, Sunnova may assign this PPA to its affiliates or a third party that purchases the PPA. You agree that Sunnova may pledge, assign, sell or transfer the System and this Power Purchase Agreement, or any part of this Power Purchase Agreement or the exhibits, without your consent. Assignment, sale or transfer generally means that Sunnova would transfer all or a portion of its rights and certain of its obligations under this Power Purchase Agreement to another party.

#### **8. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES**

You agree that the System is and shall remain Sunnova's exclusive personal property under the Uniform Commercial Code or otherwise. You understand and agree that this PPA is not a contract to sell or lease the System to you. Sunnova owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Sunnova, and shall at your expense protect and defend Sunnova against the same.

NO FEDERAL OR STATE TAX INCENTIVES ARE INCLUDED IN CALCULATING THE MONTHLY PAYMENT. YOU UNDERSTAND AND AGREE THAT WITH THE EXCEPTION OF STATE SPECIFIC REBATES AND/OR TAX CREDITS AVAILABLE ONLY TO THE HOMEOWNER, THAT ANY AND ALL (i) TAX CREDITS (ii) TAX INCENTIVES, (iii) RENEWABLE ENERGY CREDITS, GREEN TAGS, OR CARBON OFFSET CREDITS, (iv) UTILITY REBATES, OR (v) ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF SUNNOVA, USABLE AT ITS SOLE DISCRETION. SUNNOVA SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS RETAINED BY SUNNOVA. YOU AGREE TO REASONABLY COOPERATE WITH SUNNOVA SO THAT IT MAY CLAIM ANY TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION

AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS TO SUNNOVA. NO FEDERAL OR STATE TAX INCENTIVES ARE INCLUDED IN CALCULATING THE MONTHLY PAYMENT.

#### **9. PURCHASING THE SYSTEM PRIOR TO THE END OF THE TERM**

In addition to purchasing the System at the end of the Term (see Schedule A), you have the option to purchase the System prior to the end of the Term. To exercise this option you must be in good standing under this Power Purchase Agreement and you need to give us at least one (1) month's, but not more than three (3) months' prior written notice. You can purchase this System:

- (i) on the five (5) year anniversary of the beginning of the Term and every annual anniversary after the five (5) year anniversary; and
- (ii) at any time after the five (5) year anniversary of the beginning of the Term, when you sell your Home.

In each of (i) and (ii) above, the price you will pay for the System will be the greater of the System's fair market value ("FMV") and the amount shown on Schedule A. The interests of any financing party shall not be taken into account when determining the FMV; a third party independent appraiser will be retained to compute the System's FMV. Sunnova's maintenance and repair obligations and this PPA will end when you purchase the System unless you enter into a new maintenance and repair agreement with Sunnova, provided that you will have no less than a ten (10) year warranty on the System beginning on the Interconnection Date that guarantees that the System will be free from defects in workmanship or defects in, or breakdown of, materials or components.

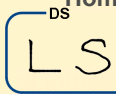
#### **10. RENEWAL**

If you are in compliance with your PPA, you have the option to renew your PPA for up to ten (10) years in two (2) consecutive five (5) year renewal periods. We will send you renewal forms at least ninety (90) days prior to the expiration of the Term, which forms shall set forth the new rates per kWh applicable for the renewal term as well as the rates applicable in the event the PPA is renewed for one (1) year as provided for herein. The renewal forms will give you the option



to: (a) elect to renew the PPA for an additional five (5) year term at the rates specified in the renewal notice; or (b) elect not to renew the PPA. You must make your election whether to renew or not at least thirty (30) days prior to the end of the then current term of the PPA. In the event that you affirmatively elect not to renew this PPA as provided for in part (b) above this PPA shall expire by its terms on the expiration of the then current term.

**If you don't send us anything in writing you will be deemed to have renewed for an additional one (1) year term at a rate which equals the rate per kWh applicable at the expiration of the then current term plus two point nine percent (2.9%) and this PPA shall continue to renew for additional one (1) year terms on the above described rate terms until (i) you give us notice at least thirty (30) days prior to the expiration of the then current term that you do not wish to renew; or (ii) we send you a notice terminating the PPA at least thirty (30) days prior to the expiration of the then current term.**

Homeowner(s)' Initials  


## 11. SELLING YOUR HOME

### a. If you sell your Home you can:

#### (i) **Transfer this Power Purchase Agreement and the Monthly Payments**

If the person buying your Home meets Sunnova's credit requirements, then where permitted by the local utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Power Purchase Agreement.

#### (ii) **Move the System to Your New Home**

If you are moving to a new home in the same utility district, where permitted by the local utility, the System can be moved to your new home pursuant to the Limited Warranty. You will need to pay all costs associated with relocating and redesigning the System, execute and provide the same access and ownership rights to Sunnova as provided for in this PPA and provide any third party consents or releases required by Sunnova in connection with the substitute premises. You agree that Sunnova will need

to reevaluate the production of your System at the substitute premises and may need to revise the estimates in your PPA and Limited Warranty.

#### (iii) **Prepay this Power Purchase Agreement and Transfer only the Use of the System**

You can prepay this Power Purchase Agreement as set forth in Section 4(k). The Person buying your Home will only need to sign a transfer agreement to assume your rights and non-Monthly Payment obligations under this PPA.

b. You agree to give Sunnova at least fifteen (15) days but not more than three (3) months' prior written notice if you want someone to assume your PPA obligations. In connection with this assumption, you, your approved buyer and Sunnova shall execute a transfer agreement. Unless we have released you from your obligations in writing, you are still responsible for performing under this PPA. If your buyer defaults on this PPA and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this PPA in writing once we have a signed transfer agreement with the person buying your Home (provided such person has been approved as a transferee by Sunnova in writing).

c. If you sell your Home and can't comply with any of the options in subsection (a) above, you will be in default under this PPA. Death does not negate the obligations in this PPA and does not give rise to a right of termination. In the event of death, this PPA and the obligations herein will transfer to the decedent's estate.

d. This PPA is free of any restrictions that would prevent the homeowner from freely transferring their Property. In the event of a foreclosure on the Property, your lender has the right (but not the obligation) to do **ONE** of the following:

- (i) terminate this PPA and require Sunnova to remove the System subject to your obligations under Sections 14 and 15;
- (ii) become a beneficiary (but not the obligor) of the PPA free of charge (i.e. receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you – if you don't make timely payment you will be in default under Section 14 and Sunnova can terminate, remove the System



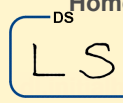
and take all other remedies it has under Section 15);

- (iii) enter into a new PPA with Sunnova on terms no less favorable than the current PPA; or
- (iv) require transfer of this PPA under Section 11 to a subsequent purchaser of the Property.

Sunnova will not prohibit the sale, conveyance or refinancing of the Property. Sunnova may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves its rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. Sunnova shall explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. Sunnova shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property. If Sunnova temporarily removes its Fixture Filing in order to facilitate the purchase, financing or refinancing of the Property, Sunnova may charge you a UCC Notice Removal and Refiling fee, in the amount charged to Sunnova by the local jurisdiction, and a processing fee for its expenses.

- e. EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD AS LONG AS YOU AND THE PROPOSED TRANSFEREE MEET THE OTHER REQUIREMENTS SET FORTH HEREIN.

BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 11 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

Homeowner(s)' Initials  


## 12. LOSS OR DAMAGE

Unless you are negligent or you intentionally damage the System, Sunnova will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System.

In the event you are negligent or intentionally damage

the System you shall be liable to pay Sunnova the greater of (a) the actual damages suffered by Sunnova; or (b) the amount determined in Section 4(k). Except as expressly provided in this PPA, no loss, damage, theft or destruction will excuse you from your obligations under this PPA, including Monthly Payments.

## 13. LIMITATION OF LIABILITY

### a. No Consequential Damages

**SUNNOVA'S LIABILITY TO YOU UNDER THIS POWER PURCHASE AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.**

### b. Actual Damages

**EXCEPT FOR CLAIMS UNDER SECTION 4(I), NEITHER PARTY'S LIABILITY TO THE OTHER WILL EXCEED AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT THAT COULD BE PAYABLE BY YOU UNDER SECTION 15(H). DAMAGES TO YOUR HOME, BELONGINGS OR PROPERTY RESULTING FROM THE INSTALLATION OR OPERATION OF THE SYSTEM ARE COVERED IN THE LIMITED WARRANTY.**

## 14. DEFAULT

You will be in default under this Power Purchase Agreement if any one of the following occurs:

- a. you fail to make any payment when it is due and such failure continues for a period of ten (10) days;
- b. you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- c. you have provided any false or misleading financial or other information to obtain this Power Purchase Agreement;
- d. you assign, transfer, encumber, sublet or sell this PPA or any part of the System without Sunnova's prior written consent; or
- e. you make an assignment for the benefit of creditors, admit in writing your insolvency, file or have filed against you a petition in bankruptcy, are adjudicated bankrupt or insolvent or undertake or experience any substantially similar activity.



## 15. REMEDIES IN CASE OF DEFAULT

If this Power Purchase Agreement is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

- a. terminate this PPA and your rights to possess and use the System;
- b. suspend our performance under this PPA;
- c. take any reasonable action to correct your default or to prevent our loss. Any amount we pay will be added to the amount you owe us and will be immediately due;
- d. require you, at your expense, to return the System or make it available to us in a reasonable manner;
- e. proceed, by appropriate legal action, to enforce performance of this PPA and to recover damages for your breach;
- f. disconnect, turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;
- g. report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- h. charge you a reasonable reconnection fee for reconnecting the System to your utility or turning the System back on after we disconnect or turn off the System due to your default;
- i. recover from you (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the estimated amount of future Monthly Payment, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 8 of this PPA (Sunnova shall furnish you with a detailed calculation of such compensation if such a claim is made);
- j. in the case of your failure to protect the

System from animals, infestation or overgrown tree growth and foliage, unilaterally adjust the contract terms upon notice to you for reduced production as appropriate; or

- k. use any other remedy available to us in this PPA or by law.

We may submit to consumer reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this PPA as required.

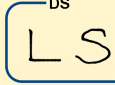
You agree to repay us for any reasonable amounts we incur to correct or cover your default and to enforce our rights under this PPA including, but not limited to, attorney's fees and court costs. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, Sunnova does not give up its right to use another remedy. By deciding not to use any remedy should this Power Purchase Agreement be in default, Sunnova does not give up our right to use that remedy in case of a subsequent default.

## 16. ADDITIONAL AGREEMENTS

- a. **Notice of Changes.** You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the System or impact our interest in the System.
- b. **Waiver of Confidentiality of Residence Address.** By signing this PPA, and so long as you have a contract with us, you waive the confidentiality of your residence address under the provisions of any applicable law and authorize us to obtain from the applicable state agency your current residence address.
- c. **Privacy Policy.** You have read, understand and agree with the terms of Sunnova's Privacy Policy as set forth on our website: <https://www.sunnova.com/privacy-policy>. You also understand that Sunnova's Privacy Policy may be changed from time to time.
- d. **Monitoring and Recording Telephone Calls.** We and others acting on our behalf may (a) monitor and record telephone calls between you and us regarding this PPA and (b) use automatic dialing equipment to make calls to you. You expressly consent to our, and others acting on our behalf, using prerecorded/artificial voice messages, or text messages, while servicing and enforcing our rights under this PPA, including the collection of outstanding payments. In making



calls to you, you agree that we, and others acting on our behalf, may use any telephone number you provide us, or that is lawfully given to us by someone other than you even if the number is for a mobile telephone, and even if our doing so results in charges to you under your telephone payment plan. We will not charge you for such calls.

Homeowner(s)' Initials  


## 17. SYSTEM REMOVAL; RETURN

At the end of the Term or the termination of this PPA, if you have not renewed this PPA or exercised your purchase option (if any) and you have not defaulted, then within ninety (90) days you agree to call Sunnova at the telephone number listed in Exhibit 2, or any other number we notify you of in the future, to schedule a convenient time for Sunnova to remove the System from your Home at no cost to you unless the termination was due to your default which is addressed in Section 15.

## 18. APPLICABLE LAW

The laws of the state where your Home is located, without giving effect to conflict of laws principles, shall govern this PPA, except the Federal Arbitration Act, 9 U.S.C. § 1, et seq., shall govern interpretation, enforcement and proceedings under Section 19, and not the arbitration acts, statutes or rules of any other jurisdiction.

## 19. ARBITRATION

**PLEASE READ THIS SECTION CAREFULLY.** ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

In this Section, the words “you” and “your” mean any person signing this PPA as a Homeowner or Co-Homeowner. Unless the context requires otherwise, the words “we,” “us” and “our” mean Sunnova and any assignee of this PPA.

The laws of the state where your Home is located shall govern the substance of your claims under this PPA without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement between you and us (a “Dispute”) shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this

agreement include but are not limited to: claims arising out of or relating to this PPA; claims arising out of or relating to our relationship; claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “Rules”) by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at [www.adr.org](http://www.adr.org). The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the “Rules”) by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. The parties will each bear all of our own respective attorney’s fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this PPA. The arbitrator, however, is not authorized to change or alter the terms of this PPA or to make any award that would extend to any transaction other than yours. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class



arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph of this Section is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute.

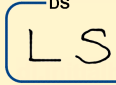
EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US, AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR

OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION).

**YOU UNDERSTAND THAT BY SIGNING BELOW YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND THAT YOU GIVE SPECIFIC AUTHORIZATION TO SUBMIT TO ARBITRATION AND AGREE TO THE PROVISIONS IN THIS SECTION:**

Homeowner(s)' Initials  


## 20. WAIVER

Any delay or failure of a party to enforce any of the provisions of this PPA, including but not limited to any remedies listed in this PPA, or to require performance by the other party of any of the provisions of this PPA, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this PPA.

## 21. NOTICES

With the exception of the Notice of Cancellation in Exhibit 1, all notices under this PPA shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this PPA at the addresses set forth in this PPA or such other address as either party may specify in writing. Each party shall deem a document faxed to it as an original document.

## 22. ENTIRE AGREEMENT; CHANGES

This PPA contains the parties' entire agreement regarding the sale and purchase of power generated by the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both



parties. If any portion of this PPA is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

provisions of this PPA and, from time to time, to execute and deliver any and all other agreements, documents or instruments, and to take such other actions, as Sunnova may determine to be reasonably necessary or desirable to effect the intent and provisions of this PPA.

**23. HEADINGS/INTERPRETATION**

The headings in this PPA are for convenience or reference only. They do not limit or modify the term or provision. In some sections where examples are given, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the PPA.

Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to "business day(s)" mean only those calendar days that are not Saturday, Sunday or a holiday, and in counting a period of "business days" all Saturdays, Sundays and holidays should be excluded.

**27. COMMUNICATIONS EQUIPMENT**

During installation or at any time thereafter during the Term, we may install, replace or update communication equipment (for example, an antenna) (the "Communication Equipment") at the Home. The Communication Equipment will be used in connection with the System and to enhance connectivity and communication. If you initial the space below, you give Sunnova consent for the installation of the Communication Equipment, if, when, and as needed.

**Homeowner(s)' Signature**

REST OF PAGE INTENTIONALLY LEFT BLANK

**24. PUBLICITY**

Sunnova will not publicly use or display any images of the System unless you initial the space below. If you initial the space below, you give us permission to take pictures of the System as installed on your Home to show to other customers or display on our website.

**Homeowner(s)' Signature**

**25. COUNTERPARTS**

This PPA may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this PPA and signature pages may be signed electronically and transmitted between them by facsimile or by electronic mail and that electronic, faxed and PDF signatures shall constitute original signatures and that an electronic, faxed or PDF signature page containing the signature (electronic, faxed, PDF or original) is binding upon the parties.

**26. FURTHER ASSURANCES**

You will cooperate fully with us to effect the intent and





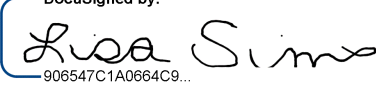
**28. SIGNATURES**

I have read this Power Purchase Agreement, including Schedule A, and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Power Purchase Agreement.

**DO NOT SIGN THIS POWER PURCHASE AGREEMENT IF THERE ARE ANY BLANK SPACES.**

**NOTICE OF RIGHT TO CANCEL:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**Homeowner's Name: Lisa Sims**

Signature:  DocuSigned by:  
906547C1A0664C9...

Date: February 12, 2019 | 13:01 MST

**Co-Homeowner's Name (if any):**

Signature:

Date:

**Sunnova Energy Corporation:**

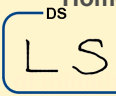


John Santo Salvo  
Authorized Signatory

**SCHEDULE A****VALUE STATEMENT**

Estimated Solar Energy Production	
Estimated First Year Annual Production:	17,833 kWh
Estimated Initial Term Total Production:	420,076 kWh
Payment Terms	
Amount Due at Contract Signing:	\$0.00
Installation Fee:	\$0.00
Annual Increase of Solar Energy Rate:	2.9 % / year
First Year Solar Energy Rate, if paid by auto-ACH:	\$0.150 / kWh
First Year Solar Energy Rate, if not paid by auto-ACH:	\$0.165 / kWh
Estimated Monthly Bill in First Year, if paid by auto-ACH:	\$222.91 / month
Estimated Monthly Bill in First Year, if not paid by auto-ACH:	\$245.21 / month

By your initials here you acknowledge that you have reviewed this Schedule A.

Homeowner(s)' Initials  


End of Year	Annual Price per kWh (assuming payment by non-ACH)	Annual Price per kWh (assuming payment by ACH)	Estimated kWh per year	Prepay Option	Purchase Option
				Estimated Price to Prepay the Remainder of the Initial Term <sup>2</sup>	Minimum Cash Purchase Price <sup>1</sup>
1	\$0.165	\$0.150	17,833	\$48,780.02	\$0.00
2	\$0.170	\$0.154	17,744	\$48,409.11	\$0.00
3	\$0.175	\$0.159	17,655	\$47,952.63	\$0.00
4	\$0.180	\$0.163	17,567	\$47,404.69	\$0.00
5	\$0.185	\$0.168	17,479	\$46,765.48	\$0.00
6	\$0.190	\$0.173	17,392	\$46,015.97	\$46,015.97
7	\$0.196	\$0.178	17,305	\$45,155.34	\$45,155.34
8	\$0.201	\$0.183	17,218	\$44,176.25	\$44,176.25
9	\$0.207	\$0.188	17,132	\$43,076.90	\$43,076.90
10	\$0.213	\$0.194	17,047	\$41,837.63	\$41,837.63
11	\$0.219	\$0.199	16,961	\$40,455.44	\$40,455.44
12	\$0.226	\$0.205	16,877	\$38,921.27	\$38,921.27
13	\$0.232	\$0.211	16,792	\$37,230.68	\$37,230.68
14	\$0.239	\$0.217	16,708	\$35,363.55	\$35,363.55
15	\$0.246	\$0.224	16,625	\$33,314.12	\$33,314.12
16	\$0.253	\$0.230	16,542	\$31,071.14	\$31,071.14
17	\$0.260	\$0.237	16,459	\$28,626.78	\$28,626.78
18	\$0.268	\$0.244	16,377	\$25,960.72	\$25,960.72
19	\$0.276	\$0.251	16,295	\$23,063.63	\$23,063.63
20	\$0.284	\$0.258	16,213	\$19,921.60	\$19,921.60
21	\$0.292	\$0.265	16,132	\$16,522.41	\$16,522.41
22	\$0.301	\$0.273	16,051	\$12,845.96	\$12,845.96
23	\$0.309	\$0.281	15,971	\$8,878.27	\$8,878.27



<b>24</b>	\$0.318	\$0.289	15,891	\$4,602.23	\$4,602.23
<b>25</b>	\$0.327	\$0.298	15,812	\$0.00	\$0.00

- 1) Per Section 9, the price you will pay to purchase the System will be the greater of the System's fair market value ("FMV") and the amount shown above on Schedule A.
- 2) Per Section 4 (j) of the PPA, the prepayment amounts shown above reflect a 5% present value discount rate.



**EXHIBIT 1**

**NOTICE OF CANCELLATION**

**Date of Transaction:** February 12, 2019 | 13:01 MST

You may cancel this transaction, without any penalty or obligation, within seven (7) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller (Sunnova Energy Corporation) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Sunnova Energy Corporation) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Sunnova Energy Corporation) regarding the return shipment of the goods at the seller's (Sunnova Energy Corporation's) expense and risk. If you do make the goods available to the seller (Sunnova Energy Corporation) and the seller (Sunnova Energy Corporation) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Sunnova Energy Corporation), or if you agree to return the goods to the seller (Sunnova Energy Corporation) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sunnova Energy Corporation, 20 Greenway Plaza, Ste. 475, Houston, TX 77046 not later than midnight of the date that is seven (7) business days from the Transaction Date indicated above.

I hereby CANCEL/RESCIND this transaction on \_\_\_\_\_ [Cancellation Date].

Homeowner's Signature:

Co-Homeowner's Signature:

\_\_\_\_\_  
Lisa Sims

\_\_\_\_\_

**Installation Address:**  
7 Via Bella  
Rancho Mirage, CA 92270-5608

Contract ID: **ZL002198486**



**EXHIBIT 1**

**NOTICE OF CANCELLATION (Duplicate)**

**Date of Transaction:** February 12, 2019 | 13:01 MST

You may cancel this transaction, without any penalty or obligation, within seven (7) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller (Sunnova Energy Corporation) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Sunnova Energy Corporation) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Sunnova Energy Corporation) regarding the return shipment of the goods at the seller's (Sunnova Energy Corporation's) expense and risk. If you do make the goods available to the seller (Sunnova Energy Corporation) and the seller (Sunnova Energy Corporation) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Sunnova Energy Corporation), or if you agree to return the goods to the seller (Sunnova Energy Corporation) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sunnova Energy Corporation, 20 Greenway Plaza, Ste. 475, Houston, TX 77046 not later than midnight of the date that is seven (7) business days from the Transaction Date indicated above.

I hereby CANCEL/RESCIND this transaction on \_\_\_\_\_ [Cancellation Date].

Homeowner's Signature:

Co-Homeowner's Signature:

\_\_\_\_\_  
Lisa Sims

\_\_\_\_\_

**Installation Address:**  
7 Via Bella  
Rancho Mirage, CA 92270-5608

Contract ID: **ZL002198486**



## EXHIBIT 2

### LIMITED WARRANTY

#### 1. INTRODUCTION

This Limited Warranty (this "Limited Warranty") is Sunnova's agreement to provide you warranties on the System you are hosting pursuant to our PPA. The System will be professionally installed by a contractor acting on Sunnova's behalf at the installation location in the PPA. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when our contractor starts installing the System at your Home. We look forward to helping you produce clean, renewable solar power at your Home. To the extent that you prepay the PPA or purchase the System during the Term of the PPA, this Exhibit 2 shall continue to apply and be enforceable until what would have been the end of the *original* Term. For purposes of this Limited Warranty the term "Sunnova" means Sunnova Energy Corporation or its successors and assigns.

#### 2. LIMITED WARRANTIES

##### a. Limited Warranties

Sunnova warrants the System as follows:

(i) System Warranty

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

(ii) Roof Warranty

When our contractors penetrate your roof during a System installation we will warrant roof damage caused by our contractors due to our roof penetrations. This roof warranty will run the longer of (A) ten (10) years following the completion of the System installation; and (B) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period"); and

(iii) Repair Promise

During the entire Power Purchase Agreement Term, Sunnova will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty. If our contractors damage your Home, your belongings or your Property we will cause our contractors to repair the damage they cause or pay you for the damage as described in Section 6. Sunnova may use new or reconditioned parts when making repairs or replacements. Sunnova may also, at no additional cost to you, upgrade or add to any part of the System as it deems advisable in its discretion. Cosmetic repairs that do not involve safety or performance shall be made at Sunnova's discretion.

##### b. Warranty Length

- (i) The warranties in Sections 2(a)(i) and 2(a)(iii) above will start when our contractors begin installing the System at your Home and continue through the entire Power Purchase Agreement Term but never less than ten (10) years. Thus, for as long as you host the System from Sunnova under a PPA, you will have a System Warranty and our Repair Promise.
- (ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.
- (iii) If you have assumed an existing PPA in accordance with the terms and conditions of the PPA, then this Limited Warranty will cover you for the remaining balance of the existing Power Purchase Agreement Term.

##### c. Maintenance and Operation

(i) General

When the System is installed Sunnova will provide you with a copy of its Solar Service Guide. The Solar Service Guide provides you with information about your System and solar energy, monitoring and maintenance instructions, answers to frequently asked questions and service information.

(ii) Power Monitor

The Power Monitor requires access to cellular networks in order to operate. If cellular service is not available then (A) we will not be able to monitor the System; and (B) you will be required to provide Sunnova with annual production information from your inverter or (C) Sunnova, in its sole discretion, will estimate production. In connection with such any such estimated production by Sunnova, Sunnova will make commercially reasonable methods to estimate the missing kWh based on available information and such estimate will be included in the calculations under Schedule A for such period. In the event that no such information is reasonably accessible, Sunnova will make the adjustment based on the original kWh expectation attributable to such period.

**d. Making a Claim; Transferring this Warranty**(i) Claims Process

You can make a claim by:

- A. emailing us at the email address in Section 7 below;
- B. writing us a letter at the mailing address in Section 7 below and sending it overnight mail with a well-known service;
- C. sending us a fax at the number in Section 7 below; or
- D. creating a claim through our online customer portal (as more particularly set forth in the Solar Service Guide when the System is installed).

(ii) Transferable Limited Warranty

Sunnova will accept and honor any valid and properly submitted Warranty claim made during any Term by any person who either purchases the System from you or to whom you properly transfer the PPA in accordance with the terms and conditions contained in the PPA.

**e. Exclusions and Disclaimer**

The limited warranties provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than Sunnova or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) destruction or damage to the System or its ability to safely produce power not caused by Sunnova or its approved service providers while servicing the System (e.g., if a tree falls on the System we will replace the System per the Power Purchase Agreement, but we will not repay you for power it did not produce);
- (iii) your failure to perform, or breach of, your obligations under the Power Purchase Agreement (e.g., you modify or alter the System);
- (iv) your failure to promptly submit a claim or report damage or an unsafe condition, resulting in the exacerbation of the damage or condition;
- (v) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us or our contractors in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Solar Service Guide;
- (vi) any Force Majeure Event (as defined below);
- (vii) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (viii) any system failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (ix) theft of the System (e.g., if the System is stolen we will replace the System per the Power Purchase Agreement, but we will not repay you for the power it did not produce);



- (x) a power or voltage surge caused by someone other than Sunnova or the Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment; and
- (xi) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Sunnova's prior written approval.

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System.

THE LIMITED WARRANTIES DESCRIBED IN SECTION 2(a) ABOVE ARE THE ONLY WARRANTIES MADE BY SUNNOVA WITH RESPECT TO THE SYSTEM. SUNNOVA HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

WITHOUT LIMITING THE FOREGOING THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

### 3. SUNNOVA'S STANDARDS

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

### 4. SYSTEM REPAIR, RELOCATION OR REMOVAL

- a. You agree that if (i) the System needs any repairs that are not the responsibility of Sunnova under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home or (iii) the system is being relocated to another home you own pursuant to the Power Purchase Agreement, you will have Sunnova, or another qualified service provider we approve, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.
- b. If you want to return the System to Sunnova under Section 16 of the Power Purchase Agreement then Sunnova will cause our contractors to remove the System at no cost to you. Sunnova will cause our contractors to remove the posts, waterproof the post area and return the roof as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). Sunnova will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with Sunnova or its contractors in removing the System including providing necessary space, access and storage, and we or our contractors will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

### 5. FORCE MAJEURE

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

- a. Sunnova, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- b. Sunnova's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, we will make repairs); and
- c. No Sunnova obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Sunnova's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all





reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Sunnova's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Sunnova including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Sunnova or under its control.

Where not excused, performance times under this Limited Warranty may be considered extended for a period of time equivalent to the time lost due to such conditions. In certain circumstances, when the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Limited Warranty and the Agreement may be suspended, in Sunnova's sole discretion, during the duration of the Force Majeure Event and then the term of the PPA will be extended for a period of time equivalent to the time lost due to such Force Majeure conditions.

## 6. LIMITATIONS ON LIABILITY

### a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 2 UNDER THIS LIMITED WARRANTY, IN NO EVENT SHALL SUNNOVA OR ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### b. Limitation of Duration of Implied Warranties

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

### c. Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, Sunnova's total liability arising out of or relating to this Limited Warranty shall in no event:

- (i) For System Replacement: the original cost of the System; and
- (ii) For damages to your Home, Belongings and Property: exceed five hundred thousand dollars (\$500,000).

## 7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Power Purchase Agreement to the addresses listed below:

**TO SUNNOVA:** Sunnova Energy Corporation  
P.O. Box 56229  
Houston, TX 77256-6229  
Attention: Warranty Claims  
Telephone: 281.985.9900  
Facsimile: 281.985.9907  
Email: customerservice@sunnova.com

**TO YOU:** At the billing address in the Power Purchase Agreement or any subsequent billing address you give us.

## 8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Sunnova may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Sunnova's obligations under this Limited Warranty shall be to a party professionally and financially



qualified to perform such obligation. This Limited Warranty protects only the person who hosts the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Power Purchase Agreement in accordance with the terms and conditions contained in the PPA. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.



## STATE SPECIFIC ADDENDUM - CALIFORNIA

### Mechanics' Lien Warning

Anyone who helps improve your property, but who is not paid, may record a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay Contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their rights to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a problem if you pay Contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from Contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from Contractor of all the subcontractors and material suppliers that work on your project. Find out from Contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When Contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both Contractor and the subcontractor or material supplier. Joint checks do not apply to any payments made after the Interconnection Date.

For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB(2752)

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

The option to pay with a joint check is provided to mitigate the risk of a mechanic's lien being recorded against your property. Upon the Interconnection Date, you will no longer have the option to pay with a joint check.

### Information about the Contractors' State License Board (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information: Visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov), call CSLB at 800-321-CSLB(2752) or write CSLB at P.O. Box 2600, Sacramento CA 95826

### Notice Regarding Performance and Payment Bonds

You have the right to require Contractor to have a performance and payment bond.



**Arbitration of Disputes**

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION (SEE SECTION (ABOVE) DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION."

YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US.

DocuSigned by:  
Buyer's Signature: *Lisa Sims*  
906547C1A0664C9...

Co-Buyer's Signature:



**INFORMATION ABOUT COMMERCIAL GENERAL LIABILITY INSURANCE**

Pursuant to California Business & Professions Code §7159.3 (SB 2029), home improvement contractors must provide this notice and disclose whether or not they carry commercial general liability insurance.

**Did your contractor tell you whether he or she carries Commercial General Liability Insurance?**

*Home improvement contractors are required by law to tell you whether or not they carry Commercial General Liability Insurance. This written statement must accompany the bid, if there is one, and the contract.*

**Is this insurance required?**

*No. But the Contractors State License Board strongly recommends that all contractors carry it. The Board cautions you to evaluate the risk to your family and property when you hire a contractor who is not insured. Ask yourself, if something went wrong, would this contractor be able to cover losses ordinarily covered by insurance?*

**How can you make sure the contractor is insured?**

*If he or she is insured, the contractor is required by law to provide you with the name and telephone number of the insurance company. Check with the insurance company to verify that the contractor's insurance coverage will cover your project.*

**What about a contractor who is self-insured?**

*A self-insured contractor has made a business decision to be personally responsible for losses that would ordinarily be covered by insurance. Before contracting with a self-insured contractor, ask yourself, if something went wrong, would this contractor be able to cover losses that should be covered by insurance? Contractor is self-insured.*

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\_\_\_\_\_ does not carry Commercial General Liability Insurance.  
(CONTRACTOR'S NAME)

\_\_\_\_\_ carries Commercial General Liability Insurance.  
(CONTRACTOR'S NAME)

The insurance company is \_\_\_\_\_.  
(COMPANY NAME)

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Pursuant to California Business & Professions Code §7159.3 (SB 2029), home improvement contractors must provide this notice and disclose whether or not they carry commercial general liability insurance.

For more information about Commercial General Liability Insurance, contact the Contractors State License Board at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call 800-321-CSLB (2752).



**HOMEOWNER'S CHECKLIST**

**✓ Check Out Your Contractor**

Did you contact the Contractors State License Board (CSLB) to check the status of the contractor's license?

*Contact the CSLB at 1-800-321-CSLB (2752) or visit our web site: [www.cslb.ca.gov](http://www.cslb.ca.gov).*

Did you get at least 3 local references from the contractors you are considering?

*Did you call them?*

Building Permits - will the contractor get a permit before the work starts?

**✓ Check Out the Contract**

Did you read and do you understand your contract?

Does the 3-day right to cancel a contract apply to you?

*Contact the CSLB if you don't know.*

Does the contract tell you when work will start and end?

Does the contract include a detailed description of the work to be done, the material to be used, and equipment to be installed?

*This description should include brand names, model numbers, quantities and colors. Specific descriptions now will prevent disputes later.*

Are you required to pay a down payment?

*If you are, the down payment should never be more than 10% of the contract price or \$1,000, whichever is less.*

Is there a schedule of payments?

*If there is a schedule of payments, you should pay only as work is completed and not before. There are some exceptions - contact the CSLB to find out what they are.*

Did your contractor give you a "Notice to Owner," a warning notice describing liens and ways to prevent them?

*Even if you pay your contractor, a lien can be placed on your home by unpaid laborers, subcontractors or material suppliers. A lien can result in you paying twice or, in some cases, losing your home in a foreclosure. Check the "Notice to Owner" for ways to protect yourself.*

Did you know changes or additions to your contract must be in writing?

*Putting changes in writing reduces the possibility of a later dispute.*

**SOLAR PPA DISCLOSURE**

This disclosure is designed to help you understand the terms and costs of your purchasing power from a solar electric system ("System"). It is not a substitute for the power purchase agreement ("PPA") and other documents associated with this transaction. All information presented below is subject to the terms of your PPA.

**Read all documents carefully so you fully understand the transaction.**

For more information on being a smart solar consumer please visit [www.seia.org/consumers](http://www.seia.org/consumers).

<b>PROVIDER:</b> Sunnova Energy Corporation 20 E. Greenway Plaza, Ste 475 Houston, TX 77046  <b>Tel.:</b> 281-985-9900 <b>License # (if applicable):</b> Sunnova CA 1003498  <b>Email:</b> customerservice@sunnova.com	<b>INSTALLER:</b> Infinity Energy Inc. 3855 Atherton Road Rocklin, California <<Partner_Salesperson_Location_Zip_Reference>>  <b>Tel.:</b> (639) 325-0062 <b>State/County Contractor License #:</b> CA 998627; TX 32607 <b>Email:</b> anne.c@powercosolar.com	<b>WARRANTY/MAINTENANCE PROVIDER:</b> (Same as Provider)  <b>Address:</b>  <b>Tel.:</b> <b>License # (if applicable):</b> <b>Email:</b>
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**CUSTOMER:** Lisa Sims  
**Customer ID:** ZL002198486  
**System Installation Address:** 7 Via Bella,Rancho Mirage,CA,92270-5608,United States  
**Customer Mailing Address:** 7 Via Bella,Rancho Mirage,CA,92270-5608,United States  
**Email:** k1200sims@yahoo.com  
**Contract Date:** February 12, 2019 | 13:01 MST

**\*NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO PURCHASE POWER, NOT TO PURCHASE THE SYSTEM. YOU WILL NOT OWN THE SYSTEM INSTALLED ON YOUR PROPERTY.**

Electricity Rate & Term (A)	Amount Due Up-Front (B)	Other Possible Charges (C)
<input checked="" type="checkbox"/> Your rate per kilowatt-hour (kWh) for the power produced: <u>\$0.150</u> Your monthly payments will be the amount of energy the System produces times the above rate.  <input type="checkbox"/> You have a fixed monthly payment PPA. Your monthly payment during the first year of the PPA: \$____  Your estimated first year production: <u>17,833.18 kWh</u>  The initial term of your PPA: <input checked="" type="checkbox"/> 25 Years <input checked="" type="checkbox"/> 300 Months  Incentives included in your rate per kilowatt-hour (kWh) or monthly fixed fee:  <input checked="" type="checkbox"/> None <input type="checkbox"/> _____  See <b>Box F: "PPA Payment Escalator"</b> for factors that may affect the amount of your rate per kWh and therefore your future monthly payments.	Amount you owe at PPA signing: <u>\$0.00</u>  Amount you owe at the commencement of installation: <u>\$ 0.00</u>  Amount you owe Provider upon completion of installation: <u>\$ 0.00</u>  Total up-front payments you owe Provider: <u>\$0.00</u>	Other charges you may have to pay under your PPA:  <b>Late Charge:</b> If a payment is more than <u>16</u> days late, payments accrue interest at <u>1%</u> per month <b>OR</b> <u>12%</u> annually not to exceed the maximum allowable by law.  <b>Estimated System Removal Fee:</b> At homeowner's expense if required within the Initial Term. Removal cost TBD upon removal request.  <b>UCC Notice Removal and Re-filing Fee:</b> If you refinance your mortgage, you may have to pay for fees charged to us by the local jurisdiction and processing fees.  <b>Returned Checks:</b> If any check is returned or refused by your bank, you may be charged: <u>\$25.00</u> (or a lower amount if required by law)  <b>Non-Connection to Internet:</b> If you do not maintain a high-speed internet connection, you will be charged a monthly fee of <u>\$0.00</u> and/or your monthly payment may be based upon estimates.  <b>Automatic Bank Withdrawals (ACH):</b> <u>10%</u> per month discount if you pay your

		PPA using automatic bank withdrawals.
Number of Monthly Payments (D)	When Payments Are Due (E)	PPA Payment Escalator (F)
Number of monthly payments: <u>300</u>	Your first Monthly Payment (which includes sales tax, if applicable) of \$75.89 is due on the first Payment Date. During contract validation, you will choose one of the available payment date options for your Payment Date. After your first Monthly Payment, 299 additional Monthly Payments will be due on the same day of each following month. Please refer to Schedule A for the amounts of these payments.  Provider will provide you with:  <input checked="" type="checkbox"/> Electronic Invoices (sent to your email address above) <input type="checkbox"/> Paper Invoices (sent to your U.S. mail address above)	Your PPA <b>MAY</b> or <b>MAY NOT</b> have a payment escalator. If your PPA <b>HAS</b> a payment escalator, your ppa payment will <b>INCREASE ANNUALLY</b> by <u>2.9 %</u>
Site & Design Assumptions for your PPA (G)		
<ul style="list-style-type: none"> <li>Estimated size of System in kilowatts: <u>10.200</u> (kW)</li> <li>Estimated gross annual electricity production in kilowatt-hours (kWh) from your PPA: <u>17,833.18</u></li> <li>Estimated annual system production decrease due to natural aging of system: <u>0.50%</u></li> <li>Estimated System electricity production for the entire initial term of your PPA: <u>420,076.38</u> (kWh)</li> <li>System location: <u>7 Via Bella,Rancho Mirage,CA,92270-5608,United States</u></li> <li>Connectivity: The solar system <input checked="" type="checkbox"/> <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> be connected to the electric grid.</li> <li>At the time of installation, your local utility <input checked="" type="checkbox"/> <b>DOES</b> <input type="checkbox"/> <b>DOES NOT</b> credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.</li> </ul>		
Security Filings (H)		
Provider <input type="checkbox"/> <b>WILL</b> <input checked="" type="checkbox"/> <b>WILL NOT</b> take a security interest in your real property by terms of the PPA (e.g. a lien on your home) Provider <input checked="" type="checkbox"/> <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> file a fixture filing or a UCC-1 on the system (a public filing informing others that Provider owns the system, but does not put a lien on the home)		
Repair & Maintenance (I)		
“System maintenance” refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance <input checked="" type="checkbox"/> <b>IS</b> <input type="checkbox"/> <b>IS NOT</b> included for <u>25</u> years by Provider (e.g., Installer, Maintenance Provider). You are required to perform the following system maintenance: <u>Keep modules and panels clean and maintain level of shading in existence at time of installation</u> See Agreement § 5  “System repairs” refers to actions needed to fix your System if it is malfunctioning. System repairs <input checked="" type="checkbox"/> <b>ARE</b> <input type="checkbox"/> <b>ARE NOT</b> provided by the Provider (e.g. Installer, Other).  Please review your PPA and Limited Warranty for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.		
Roof Warranty (J)		
Your roof <input checked="" type="checkbox"/> <b>IS</b> <input type="checkbox"/> <b>IS NOT</b> warranted against leaks from the System installation for <u>10</u> years.  Your roof <input checked="" type="checkbox"/> <b>IS</b> <input type="checkbox"/> <b>IS NOT</b> warranted against leaks caused by removal of the System for a period of <u>1</u> year(s) following system removal. Any portions of your roof impacted by the System <input checked="" type="checkbox"/> <b>WILL</b> <input type="checkbox"/> <b>WILL NOT</b> be substantially returned to their original condition following the removal of the System (ordinary wear and tear excepted).		
Transferring Your PPA and Selling Your Home (K)		
If you sell your home, you <input checked="" type="checkbox"/> <b>MAY</b> <input type="checkbox"/> <b>MAY NOT</b> transfer the PPA to the purchaser(s) of your home.  If you may transfer the PPA, the transfer will be subject to the following conditions: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Credit check on the purchaser(s)</li> <li><input checked="" type="checkbox"/> Minimum FICO score requirement: <u>650</u></li> <li><input type="checkbox"/> Transfer fee of \$</li> <li><input checked="" type="checkbox"/> Assumption of PPA by purchaser(s)</li> <li><input type="checkbox"/> Other _____</li> </ul>		



If you sell your home, you  **ARE**  **ARE NOT** permitted to move the solar system to a new home.

You may also have the options to purchase the system or prepay some or all of the balance as part of a transfer.

#### Transfer of Obligations by Provider (L)

The PPA may be assigned, sold or transferred by Provider without your consent to a third-party that will be bound to all the terms of the PPA. If such a transfer occurs, you will be notified if this will change the address or phone number to use for PPA questions, payments, maintenance or service requests.

#### Performance or Production Guarantee (M)

In terms of your full System, Provider is providing you with a:

- System Performance or electricity production guarantee  
 Other type of System guarantee (See Limited Warranty for Details)  
 No System guarantees

You may have additional guarantees or warranties in addition to those that cover the entire System.

#### Taxes (N)

You are responsible for property taxes on property you own. Consult a tax professional to understand any tax liability that may result from entering the PPA.

#### Utility and Electricity Usage/Savings Assumptions (O)

You  **HAVE**  **HAVE NOT** been provided with a savings estimate based on your PPA.

Provider  IS  IS NOT guaranteeing these savings.

Provider  IS  IS NOT using savings calculations that conform to the SEIA Solar Business Code. See **Box Q** or [www.seia.org/code](http://www.seia.org/code).

Your Estimate was calculated based on:

- Your estimated prior electricity use  
 Your actual prior electricity use  
 Your estimated future electricity use

Your Estimate assumes the following:

- Years of electricity production from your PPA: \_\_\_\_\_  
 A current estimated **utility electricity rate** of \$0.225 [cost per kilowatt-hour] during the first year of the PPA with estimated utility rate increases of 0.049 percent annually. Provider based these estimates on the following source(s): Installer / Customer  
 An electricity rate from your PPA of \_\_\_ [cost per kilowatt-hour] during the first year of the PPA with estimated increases of \_\_\_ percent annually.

NOTE: It is important to understand that future utility electricity rates are estimates only. Your actual current and future utility rates and utility rate increases may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your PPA carefully for more details.

#### Renewable Energy Certificates (RECs) (P)

Any renewable energy certificates or credits (RECs) from producing renewable solar energy with the System  **WILL**  **WILL NOT** be assigned to the Provider. If Provider is assigned the RECs, you will not own the RECs to sell, use or claim them, and Provider may sell the RECs to a third party.

#### Cooling Off Period / Right to Cancel (Q)

In addition to any rights you have under state or local law, you  **HAVE**  **DO NOT HAVE** the right to terminate this PPA without penalty within seven (7) business days of Contract Date.

#### SEIA Solar Business Code (R)

Provider  **DOES**  **DOES NOT** abide by and agree to be bound by SEIA's Solar Business Code and its complaint resolution process.

For more information about the SEIA Solar Business Code and complaint resolution process, please visit [www.seia.org/consumers](http://www.seia.org/consumers) or email SEIA at [consumer@seia.org](mailto:consumer@seia.org).

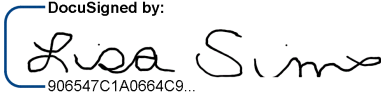
#### Additional Disclosures or Terms (S)

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE RECEIVED AND REVIEWED DISCLOSURES A-S ABOVE:

Homeowner's Name: Lisa Sims

DocuSigned by:

Signature:

  
906547C1A0664C9...

Date: February 12, 2019 | 13:01 MST


**Co-Homeowner's Name (if any):**

Signature:

Date:

**Individual Completing this Form:**

Name: John Santo Salvo

Signature: 

Title: Authorized Signatory

Company: Sunnova Energy Corporation

Date: February 12, 2019 | 13:01 MST



## ELECTRONIC FUNDS TRANSFER OR CREDIT CARD PAYMENT AUTHORIZATION

In this Electronic Funds Transfer or Credit Card Payment Authorization ("Authorization"), "I," "me," "my," "we" and "our" refer to the Homeowner(s) under the Solar Service or Solar Purchase Agreement ("Agreement") signed the same date I sign this Authorization. I may choose the convenience of having my monthly payments under the Agreement made automatically from my Bank Account at my Financial Institution or through recurring charges to my Credit Card Account. This Authorization allows preauthorized payments from my designated Bank Account or Credit Card Account ("Account") to Sunnova Energy Corporation or its designees ("You").

By signing this Authorization, I agree to the following terms:

### 1. AUTHORIZATION

As applicable to the type of Account that I designate, I authorize You to: (i) automatically withdraw funds from my deposit Account ("Electronic Funds Transfer Payment") through an automated clearing house transfer (electronic debiting of my Account) or by bank draft (remotely created check or "RCC"); or (ii) initiate charges to my credit Account, in order to make my payments to You as required by the Agreement. If the due date falls on a Saturday, Sunday, or holiday, my payment will be deducted on the next business day following the due date, and You will credit my payment as if it had been received on the due date. If I designate a deposit Account, I agree to keep sufficient available funds in the Account on the due date so that the payment can be made in the required amount and to cover all payment to You under the Agreement. If there are insufficient funds in my deposit Account, You may initiate a second debit to my Account or attempt a second presentment of a remotely created check. You will not attempt to debit my deposit Account or present a remotely created check drawn on my Account more than twice for any single payment due. If any of this information changes, I will immediately notify Sunnova at [customerservice@sunnova.com](mailto:customerservice@sunnova.com) or by calling us at 1-855-277-6379. If Sunnova incurs any fees as a result of inaccurate or out of date information, Sunnova will bill me for those charges.

### 2. REJECTED PAYMENTS

My failure to keep sufficient funds in my deposit Account or a rejected charge to my credit Account will be an event of default under this Authorization and You will have the right to terminate this Authorization. I will be responsible for any payments that do not clear as well as any dishonored check fees, including those that may be discovered after the Agreement is apparently paid off, paid in full or otherwise.

### 3. BANK FEES

I agree to be bound by any rules my bank requires for pre-authorized electronic funds transfers and/or credit card transactions and understand that I will be responsible for any fees my financial institution may charge for these electronic payments.

### 4. EARLY PAYMENT

If I make a full monthly payment two business days before the scheduled transfer date, there will be no automatic payment for that month. I agree that the termination shall not prevent a debit or credit transaction authorized before any notice of termination and does not terminate the Agreement or my obligation to make payments as required by the Agreement.

### 5. RIGHTS REGARDING VARYING AMOUNTS

I acknowledge and understand that You reserve the right to change these conditions at any time. Notice may be provided on or with my bill or by other methods. I have the right to receive notice of all Electronic Funds Transfer Payments that vary from a preauthorized amount, or from the previous Electronic Funds Transfer Payment amount.

### 6. PROCEDURES UPON PAYMENT IN FULL

I understand that when my Agreement is paid off and You send notice to my Bank to cease making Electronic Funds Transfer Payments or initiating charges to my credit Account, as applicable, occasionally a bank fails to stop such payments in a timely manner. If this occurs, or if an overpayment is otherwise made, You will refund to me the amount exceeding any amount due as soon as reasonably possible upon discovery of the overpayment, and I agree that this is a reasonable procedure. If there is a balance remaining after the scheduled final due date of the Agreement, I authorize You to continue to debit and/or initiate charges to my Account in the amount of the minimum payment required under the Agreement at regular intervals until the unpaid balance is paid. Although You are authorized to continue these payments, You are under no obligation to do so.



BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS OF THIS AUTHORIZATION ABOVE AND AGREE TO BE BOUND BY ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AUTHORIZATION. I REPRESENT THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO WITHDRAW FUNDS FROM OR INITIATE CHARGES TO THE ACCOUNT I HAVE DESIGNATED HAVE EXECUTED OR OTHERWISE AUTHORIZED THIS AUTHORIZATION. I UNDERSTAND THAT I WILL RECEIVE A SEPARATE REQUEST TO SECURELY PROVIDE MY DESIGNATED BANK OR CREDIT CARD ACCOUNT INFORMATION.

Homeowner's Name: Lisa Sims

Signature:

DocuSigned by:  
  
906547C1A0664C9...

Date: February 12, 2019 | 13:01 MST

Co-Homeowner's Name (if any):

Signature:

Date: