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

This **SOLAR ENERGY SYSTEM ADDENDUM** (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase Agreement and Deposit Receipt and Escrow Instructions (the "**Purchase Agreement**") dated as of the twenty-third day of January, 2024, between Travell Wayne Smith (collectively, "**Buyer**" or "you") and Seller, as defined in the Purchase Agreement, regarding the residential real property described in the Purchase Agreement and located in the City/County of Chula Vista / San Diego California (the "**Property**").

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

2. **Solar Energy System Description**. Subject to Section 11 below, the home on the Property ("**Home**") will be equipped with a solar energy system (the "**System**") that includes both a photovoltaic system ("**PV System**") with roof-mounted components that convert solar energy to electricity ("**PV System Components**"), and an energy storage system ("**Battery System**") with battery components that store electricity for use in the Home ("**Battery System Components**"), along with certain fixtures related to these components. Together, the PV System Components and the Battery System Components are the "**System Components**".

The PV System Components consist of the following:

(a) Photovoltaic roof tiles, modular solar panels or laminates, that collect solar energy and generate DC electricity ("**Solar Array**");
(b) Racking system rails, on which Solar Arrays are mounted;
(c) Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity;
(d) 'L' brackets from "standoff" risers, that secure the racking system to the roof;
(e) Junction boxes if attached to racking;
(f) Trunk cables and other roof-top electrical wiring; and
(g) All related hardware and a web-based solar energy monitoring system (which may require Buyer to have an internet connection and a router with an available port if the Home is not located in an area with cellular service reasonably acceptable to System Owner).

The Battery System Components consist of the following:

(a) Battery Cabinet containing the battery and battery electronics;
(b) Battery Control Panel (also called a "Gateway" or Transfer Switch") that is the primary hub connecting the PV System, the Home and the Battery System, and contains smart controls to manage energy flow and monitoring equipment;
(c) Battery, typically mounted on a wall in the garage, or at System Owner's sole discretion in another suitable Home location compliant with applicable building codes and manufacturer's requirements.

3. **Solar Energy System Election**. You must elect to either (a) lease the System Components by entering into a Sunnova SunSafe® Solar + Battery Storage Service Easy Plan¿ Equipment Lease (the "**Solar Lease**"), or (b) purchase the System Components from either:

(i) System Owner (described below) by entering into a Sunnova SunSafe® Solar + Battery Storage Service Easy Own Plan¿ Equipment Purchase (the "**Solar Purchase Agreement**") and paying cash for the System Components by and through the Close of Escrow; or

(ii) Seller by adding the price of the System Components to the price of the Property purchased from Seller.

Should Buyer elect to enter into a lease or purchase arrangement with System Owner, the terms of the Solar Lease and the Solar Purchase Agreement are each contained in a separate written agreement between you and Sunnova Energy Corporation that is registered to do business in California, and its successors and assigns ("**System Owner**"). In order to consummate your purchase of the Property, you must make your election to either execute the Solar Lease or purchase the System Components (from System Owner by executing a Solar Purchase Agreement, or from Seller as part of the Property) no later than the Election Date defined in Section 6 below.

4. **Solar Lease**.

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

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

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

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

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

4.2.1 Possible Impacts of Solar Lease on Resale of Home.

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

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

4.2.2 Example of System Price on Resale of Home.

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

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

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

Example:

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

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

*Includes Sales Tax

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

4.4 Options at Expiration of the Term of Solar Lease. At the expiration of the term of the Solar Lease, you will have the option to: (a) purchase the System Components for the fair market value of the System Components described in Exhibit IV of the Solar Lease; (b) extend the term of the Solar Lease for up to an additional ten (10) years in two (2) five-year extension periods; or (c) have System Owner remove the System Components from the Home and restore the affected portion of the Home's roof, as described in the Solar Lease and the Solar Equipment Easement (defined below).

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

4.6 System Owner and Buyer Obligations.

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

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

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

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

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to the System Owner a right of entry, after notice, to cure the shading of any Solar Arrays that are subject to the Solar Lease.

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

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

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

5. **Purchase of System Components**.

5.1 Purchase from System Owner. If you elect to purchase the System Components from System Owner by entering into the Solar Purchase Agreement, the System Components' purchase price is to be paid to System Owner only in cash funds deposited before the Close of Escrow (unless System Components installation is delayed past Close of Escrow). BE ADVISED THAT SELLER WILL NOT APPROVE ADDING THE SYSTEM COMPONENTS' PURCHASE PRICE TO THE TOTAL PURCHASE PRICE OF YOUR HOME FOR FINANCING OR ANY OTHER PURPOSE.

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

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

5.4 Release of Easement. If you elect to purchase the System Components, at the Close of Escrow, System Owner will be responsible for removing the Solar Equipment Easement (which was recorded against the Community or phase thereof prior to the Close of Escrow) from the Property as a matter of record.

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

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

7.1 The Solar Declaration. In an effort to control the effect of shading from obstructions located on

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

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

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

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

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

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

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

terms of the Solar Lease, including, without limitation, any Renewable Energy Credit Purchase Contract. The interconnection agreement must be approved by the Utility Company before the System may be activated, and the Utility Company may take sixty (60) or more days to approve an interconnection agreement after its submission to the Utility Company. Also under the terms of the interconnection agreement, you may be eligible to receive credits for the excess Generated Electricity exported to the grid. The terms of the interconnection agreement with the Utility Company are subject to change. To obtain up-to-date information on the interconnection agreement, contact the Utility Company at 800-411-7343, or their website at: _____. The Utility Incentives program may also require you to provide proof to the Utility Company that you carry homeowner's liability insurance in an amount required by the Utility Company. If you elect to enter into the Solar Lease with the System Owner, then you also agree to assign any Utility Incentives to the System Owner, other than (a) any credit or payment from the Utility Company for Generated Electricity that exceeds the electricity consumed and stored at the Property, or (b) any incentives offered by the Utility Company only to its customers and that may not be assigned. You agree to cooperate in good faith with Seller, the System Owner and the Utility Company to (i) activate the System, and (ii) implement this Section for participation in the Utility Incentives program and to execute any additional documents or take any additional action that is necessary or required by the Utility Company, Seller, the System Owner or the Solar Lease, in a timely manner in order to facilitate such participation.

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

9. **Warranties and Performance**.

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

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

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

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

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

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

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

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

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

10.1 No Seller Representations or Warranties. ALL TERMS OF THE PERFORMANCE, WARRANTIES AND OTHER ASPECTS OF THE SYSTEM ARE SET FORTH IN THE WRITTEN MATERIALS PROVIDED TO BUYER BY SYSTEM OWNER OR SYSTEM MANUFACTURER. SELLER, ITS SALES ASSOCIATES, AFFILIATES AND REPRESENTATIVES DO NOT REPRESENT SYSTEM OWNER OR THE SYSTEM MANUFACTURER.

SELLER, ITS SALES ASSOCIATES, AFFILIATES AND REPRESENTATIVES HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES TO BUYER OF ANY KIND, TYPE OR NATURE REGARDING THE SYSTEM, INCLUDING BUT NOT LIMITED TO (A) SYSTEM PERFORMANCE (INCLUDING ANY PERFORMANCE GUARANTEES), (B) THE TERMS OF THE SYSTEM LIMITED WARRANTY FROM SYSTEM OWNER OR THE MANUFACTURER'S WRITTEN WARRANTY (IF ANY), (C) MAINTENANCE OR WARRANTY SERVICE BY EITHER SYSTEM OWNER OR THE SYSTEM MANUFACTURER, AND (D) ENERGY COST SAVINGS, TAX BENEFITS, CASH GRANTS OR REBATES DERIVED FROM THE SYSTEM. ANY SUCH REPRESENTATIONS, GUARANTEES AND WARRANTIES ARE FROM SYSTEM OWNER OR SYSTEM MANUFACTURER, AND SELLER DISCLAIMS LIABILITY FOR ANY SUCH REPRESENTATIONS AND WARRANTIES.

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

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

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

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

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

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

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

14. **Conflicts; Severability of Provisions**. In the event of any conflict between this Addendum and the Purchase Agreement, this Addendum shall control. In all other respects, the Purchase Agreement shall remain in full force and effect. If any provision or portion of this Addendum is determined to be unenforceable, or would render this Addendum unenforceable, such provision shall be removed and the remaining provisions or portions shall be enforced in accordance with their terms.

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

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

DocuSigned by:
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Buyer - Travell Wayne Smith
Date 1/31/2024

Buyer -
Date _____

Buyer -
Date _____

Buyer -
Date _____

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

DocuSigned by:
4ED29CA145AC471...

Authorized Agent of Seller
Becky Pina
Date 1/31/2024

DocuSign Envelope ID: 78DEF1A3-0746-4C4D-B5DE-DA77BD5B380A

ATTACHMENT TO SOLAR ENERGY SYSTEM ADDENDUM

SOLAR PAYMENT ELECTION ADDENDUM

Sunnova SunSafe® Solar + Battery Storage Lease or Purchase Option

This **SOLAR PAYMENT ELECTION ADDENDUM** ("**Election Addendum**") is executed with and incorporated into the Solar Energy System Addendum ("**Solar Addendum**") to the Purchase Agreement and Deposit Receipt and Escrow Instructions (the "**Purchase Agreement**") dated as of the twenty-third day of January, 2024, between Travell Wayne Smith (collectively, "**Buyer**") and Seller, regarding the Property consisting of residential real property located in the City/County of Chula Vista / San Diego, California.

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

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

☐ If this box is checked, Buyer elects under Section 4.1 of the Solar Addendum to enter into a Sunnova SunSafe® Solar + Battery Storage Service Easy Plan™ Equipment Lease ("**Solar Lease**") to lease the System Components from System Owner; or

☐ If this box is checked, Buyer elects under Section 5.1 of the Solar Addendum to enter into a Sunnova SunSafe® Solar + Battery Storage Service Easy Own Plan¿ Equipment Purchase to purchase the System Components from System Owner for $_____ to be paid to System Owner in cash by and through the Close of Escrow; or

☒ If this box is checked, Buyer elects under Section 5.2 of the Solar Addendum to purchase the System Components from Seller for $28,175.00 which will be added to the purchase price of the Property. **Buyer acknowledges that if the added purchase price of the System Components results in an insufficient appraised value, Buyer agrees to either a) pay additional funds down to close the purchase of the Property, or b) enter into the Solar Lease with System Owner.**

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

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

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

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

DocuSigned by:
71B9F8AC86DF4A8...

Buyer - Travell Wayne Smith
Date 1/31/2024

Buyer -
Date

Buyer -
Date

Buyer -
Date

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

DocuSigned by:
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Authorized Agent of Seller
Becky Pina
Date 1/31/2024