



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or only unit(s)).

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Diego, COUNTY OF San Diego, STATE OF CALIFORNIA, DESCRIBED AS 6757 Garber Ave, San Diego, CA 92139

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 02-20-2025. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures:
Seller may have obtained a limited number of third-party inspections that will be supplied to Buyer at buyers request if available.
No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller is occupying the property.

A. The subject property has the items checked below:*

- Range, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s), Exhaust Fan(s), Gas Starter, Other, Roof(s) Type: Shingles, Age: Unknown (approx.)
Buyer is aware that the security system does not convey with sale of the home. Electronic Locksets, Kwikset 914 (or similar, present and in place) will be removed and replaced with a standard lock prior to the close of escrow.
Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Not Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa: Locking Safety Cover
Pool: Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other: City of San Diego, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes/No. If yes, then describe. (Attach additional sheets if necessary): List of items in the home may not be complete. Any items remaining in home at time of sale will be left.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property (*see note on page 2)



Property Address: 7323 Ojai Dr, Palmdale, CA 93551 Date: 02-20-2025

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
- Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property Yes No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property Yes No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. Yes No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes Yes No
- (Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
6. Fill (compacted or otherwise) on the property or any portion thereof Yes No
 7. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
 8. Flooding, drainage or grading problems Yes No
 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements Yes No
 11. Neighborhood noise problems or other nuisances Yes No
 12. CC&R's or other deed restrictions or obligations Yes No
 13. Homeowners' Association which has any authority over the subject property Yes No
 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No
 15. Any notices of abatement or citations against the property Yes No
 16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

2) Shared fence line with adjoining house. 12)Buyer to confirm CC&Rs per neighborhood

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Authorized signer on behalf of

Seller Brad Bonney Opendoor Property Trust I Date 02-20-2025

Seller _____ Date _____



Property Address: 7323 Ojai Dr, Palmdale, CA 93551 Date: 02-20-2025

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 02-20-2025
(Please Print) (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Brad Bonney Date 02-19-2025 Buyer _____ Date _____
Authorized signer on behalf of

Seller Opendoor Property Trust I Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 02-20-2025
(Please Print) (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/24)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as _____
6757 Garber Ave San Diego, CA 92139, Assessor's Parcel No. **588-390-52-00**,
situated in **San Diego**, County of **San Diego** California ("Property").

This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or only unit(s) _____).

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
• Answer based on actual knowledge and recollection at this time.
• Something that you do not consider material or significant may be perceived differently by a Buyer.
• Think about what you would want to know if you were buying the Property today.
• Read the questions carefully and take your time.
• If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
• Something that may be material or significant to you may not be perceived the same way by the Seller.
• If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
• Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
• Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**
Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller Yes No
Note: If yes, provide any such documents in your possession to Buyer.

Explanation: _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**

- A. Within the last 3 years, the death of an occupant of the Property upon the Property Yes No
(Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) Yes No
- C. The release of an illegal controlled substance on or beneath the Property Yes No
- D. Whether the Property is located in or adjacent to an "industrial use" zone Yes No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone Yes No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) Yes No
- G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision Yes No
- H. Insurance claims affecting the Property within the past 5 years Yes No
- I. Matters affecting title of the Property Yes No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 Yes No
- K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums Yes No
(See C.A.R. Form WBSA for more information)

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Buyer's Initials _____ / _____

Seller's Initials **BB** / _____

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)



Property Address: 6757 Garber Ave San Diego, CA 92139

L. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No
Explanation, or (if checked) see attached; J) Seller has not inspected for plumbing fixtures, buyer should verify compliance per local codes.

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Yes No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? Yes No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No
- D. Any part of the Property being painted within the past 12 months Yes No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... Yes No
 - (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) Yes No
 - (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No
- F. Whether you purchased the property within 18 months of accepting an offer to sell it..... Yes No
 - (1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... Yes No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.

Note 2: If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or (if checked) see attached: B) Owned solar panels present in the property, buyer should have their own inspection

D) Painting done for the property as needed. F) See renovation summary attached. E) Home was built prior to 1978 - See Lead Based Paint Addendum.

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances Yes No
- B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... Yes No
- C. The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) Yes No
- D. An alternative septic system on or serving the Property Yes No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling Yes No
 - (1) If Yes to E, whether there are separate utilities and meters for the dwelling..... Yes No
 - (2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) Yes No

Explanation: A) Repaired damaged roof above garage. Installed new water pressure regulator on the homes main water supply line. Replaced the existing hood vent. Installed LVP as needed. Replaced Smoke/CO detectors as needed. Repaired drywall as needed. Replaced existing gutters and downspouts. B) See section 7 (B)

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No
If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property Yes No
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)
- B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... Yes No
If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property Yes No
- B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.. Yes No

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Buyer's Initials _____

Seller's Initials BB

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)



Property Address: 6757 Garber Ave San Diego, CA 92139

- C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood Yes No
Explanation: _____

11. PETS, ANIMALS AND PESTS: ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property Yes No
B. Past or present problems with livestock, wildlife, insects or pests on or in the Property Yes No
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes No
If so, when and by whom _____
Explanation: _____

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes Yes No
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage..... Yes No
C. Use of any neighboring property by you Yes No
Explanation: _____

13. LANDSCAPING, POOL AND SPA: ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No
B. Operational sprinklers on the Property Yes No
(1) If yes, are they automatic or manually operated.
(2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system Yes No
C. A pool heater on the Property Yes No
If yes, is it operational? Yes No
D. A spa heater on the Property Yes No
If yes, is it operational? Yes No
E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired Yes No
Explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE) ARE YOU (SELLER) AWARE OF...

- A. Property being a condominium or located in a planned unit development or other common interest subdivision.... Yes No
B. Any Homeowners' Association (HOA) which has any authority over the subject property..... Yes No
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) Yes No
D. CC&R's or other deed restrictions or obligations Yes No
E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property Yes No
F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property Yes No
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement Yes No
(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee Yes No
Explanation: D)Buyer to confirm CC&Rs per neighborhood

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS: ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest Yes No
B. Leases, options or claims affecting or relating to title or use of the Property Yes No
C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood Yes No
D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property..... Yes No
E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not Yes No
F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. Yes No
G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property Yes No
H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill Yes No



Property Address: 6757 Garber Ave San Diego, CA 92139
Explanation: D) Shared fence line with adjoining house.

- 16. NEIGHBORS/NEIGHBORHOOD:** **ARE YOU (SELLER) AWARE OF...**
- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife Yes No
 - B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property Yes No
- Explanation: _____

- 17. GOVERNMENTAL:** **ARE YOU (SELLER) AWARE OF...**
- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property Yes No
 - B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property Yes No
 - C. Existing or contemplated building or use moratoria that apply to or could affect the Property Yes No
 - D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property Yes No
 - E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals Yes No
 - F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed Yes No
 - G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property Yes No
 - H. Whether the Property is historically designated or falls within an existing or proposed Historic District Yes No
 - I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies Yes No
 - J. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property Yes No
- Explanation: _____

- 18. OTHER:** **ARE YOU (SELLER) AWARE OF...**
- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present Yes No
 - B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth Yes No
 - C. Whether the Property was originally constructed as a Manufactured or Mobile home Yes No
 - D. Whether the property is tenant occupied Yes No
 - E. Whether the Property was previously tenant occupied even if vacant now Yes No
- If yes, disclose if you know the method or manner of how the tenancy ended.
Explanation: _____

- 19. MATERIAL FACTS:**
- A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No
 - B. (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.
- Explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller Brad Bonney Authorized signer on behalf of Opendoor Property Trust I Date 02-20-2025
Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer _____ Date _____
Buyer _____ Date _____

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Property Renovation Summary

Opendoor

6757 Garber Ave San Diego, CA 92139

Description	Contractor	Contractor Information
painting done for the property as needed Refinished tub/shower tile surround. Repaired roof Installed LVP. Replaced gutter Installed cabinet. Installed fence. Repaired wood fascia. Replaced countertops. Demo deck.	San Diego Builders Inc - SAN	San Diego Builders Inc - SAN sunny@gosource.us (323) 677-4318

RESIDENTIAL POWER PURCHASE AGREEMENT

This RESIDENTIAL POWER PURCHASE AGREEMENT (this "Agreement") is entered into by and between VIVINT SOLAR DEVELOPER, LLC, a Delaware limited liability company ("We", "Us", "Our") and the undersigned Customer(s) ("You", "Your"), as of the Transaction Date set forth below.

Customer(s):	Full Name (First, MI, Last) Property Owner: <input type="checkbox"/> Yes <input type="checkbox"/> No	Full Name (First, MI, Last) Property Owner: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Telephone No.:	E-Mail:
Property Address:	Street Address: <u>6757 Garber</u>	
	City, County, State, Zip: <u>San Diego, CA 92139</u>	

1. SERVICES

- A. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED.** We will design, install, service and maintain a solar photovoltaic system on Your Property, which will include all solar panels, inverters, meters, and other components (collectively, the "System"), as further described in the Customer Packet and the Work Order that We will provide to You hereafter. All material portions of the System will be installed by Our employed technicians and electricians, and not subcontractors. With Your cooperation, We will (i) design, install and connect the System in material compliance with all applicable laws; (ii) complete all required inspections; and (iii) obtain all required certifications and permits. In order to design a System that meets Your needs, You agree that We may obtain Your electrical usage history from Your electric utility (the "Utility") and You shall provide Us with copies of Your Utility bills as We may reasonably request. Other than the activation fee described in Section 1.B, We will design and install the System at no cost to You.
- B. ACTIVATION.** You agree to pay Us a one-time activation fee in the amount of \$ 0. We will interconnect the System with the Utility, and cause the System to generate energy measured in kilowatt hours ("kWh") (the "Energy"). Installation of the System generally takes one day and is anticipated to begin and be substantially complete between two (2) and six (6) weeks hereafter.
- C. OWNERSHIP OF SYSTEM.** We shall own the System as Our sole personal property. You will have no property interest in the System.
- D. OPERATIONS AND MAINTENANCE.** We will operate and maintain the System (i) at Our sole cost and expense; (ii) in good condition; and (iii) in material compliance with all applicable laws and permits and the Utility's requirements.
- E. INSURANCE.** We carry commercial general liability insurance, workers' compensation insurance, and property insurance on the System. For more information concerning Our insurance, and to obtain a copy of Our certificate of insurance, please visit: www.vivintsolar.com/insurance.

2. TERM, PRICE, PAYMENTS, AND FINANCIAL DISCLOSURES

- A. ENERGY PRICE.** For all Energy produced by the System, You shall pay Us \$0. 15 per kWh (the "Energy Price"), plus applicable taxes. The Energy Price shall increase each year by two and nine-tenths percent (2.9%). A good faith estimate of the System output, measured in kilowatt hours, will be provided to You in the Customer Packet. THIS AGREEMENT IS FOR THE SALE OF ENERGY BY US TO YOU AND NOT FOR THE SALE OF A SOLAR ENERGY DEVICE.
- B. TERM.** This Agreement shall be effective as of the Transaction Date and continue until the twentieth (20th) anniversary of the In-Service Date (the "Term"). The "In-Service Date" shall be the first day after all of the following have been achieved: (i) the System has been installed and is capable of generating Energy, (ii) all permits necessary to operate the System have been obtained, (iii) the System has been interconnected with the Utility, and (iv) all inspections and certificates required under applicable law or by the Utility have been completed or received.
- C. PAYMENTS.** Beginning with the first month following the In-Service Date and throughout the Term, We will send You an invoice reflecting the charges for Energy produced by the System in the previous month. You shall make monthly payments to Us by automatic payment deduction from Your designated checking account or credit card. It is Your responsibility to ensure that there are adequate funds or adequate credit limit. There is no financing charge associated with this Agreement. For all payments more than ten (10) days past due, We may impose a late charge equal to Twenty-Five Dollars (\$25) and interest at an annual rate of ten percent (10%), plus applicable taxes. If You continue to fail to make any payment within ten (10) days after We give You written notice, then We may exercise all remedies available to Us pursuant to Section 13(b).
- D. RENEWAL.** At the end of the Term, You may elect to (i) continue with this Agreement on a year-to-year basis; (ii) enter into a new Agreement with Us and cancel this Agreement; (iii) purchase the System at the end of the Term and cancel this Agreement (the "Purchase Option"); or (iv) cancel this Agreement and have the System removed at no cost to You. You will need to notify Us in writing concerning Your election sixty (60) days prior to the end of the Term. If You elect the Purchase Option, the "Purchase Option Price" will be the then-current fair market value of the System based on an independent appraiser's valuation of similarly sized photovoltaic systems in Your geographic region. The appraiser's valuation will be provided to You in writing and will be binding. If We receive Your payment of the Purchase Option Price, costs of the appraisal, applicable taxes, and all other amounts then owing and unpaid hereunder, We will transfer ownership of the System to You at the end of the Term on an "As Is, Where Is" basis. If You elect to have the System removed, We will remove the System from Your Property within ninety (90) days after the end of the Term. **IF YOU DO NOT NOTIFY US OF YOUR ELECTION TO CANCEL BY SENDING A WRITTEN NOTICE TO US, THEN THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A YEAR-TO-YEAR BASIS UNTIL YOU NOTIFY US IN WRITING OF YOUR ELECTION TO CANCEL AT LEAST SIXTY (60) DAYS PRIOR TO THE END OF THE RENEWAL TERM.**
- E. CREDIT CHECK.** In connection with the execution of this Agreement and at any time during the Term, You hereby authorize Us to (i) obtain Your credit rating and report from credit reporting agencies; (ii) to report Your payment performance under this Agreement to credit reporting agencies; and (iii) disclose this and other information to Our affiliates and actual or prospective lenders, financing parties, investors, insurers, and acquirers.

WE MAY HAVE PRESCREENED YOUR CREDIT. PRESCREENING OF CREDIT DOES NOT IMPACT YOUR CREDIT SCORE. YOU CAN CHOOSE TO STOP RECEIVING "PRESCREENED" OFFERS OF CREDIT FROM US AND OTHER COMPANIES BY CALLING TOLL-FREE (888) 567-8688. SEE PRESCREEN & OPT-OUT NOTICE (SECTION 29) BELOW FOR MORE INFORMATION ABOUT PRESCREENED OFFERS.

3. LIMITED WARRANTY

- A. LIMITED INSTALLATION WARRANTY.** We provide a workmanship warranty that the System shall be free from material defects in design and workmanship under normal operating conditions for the Term. We further warrant that all rooftop penetrations We install shall be watertight as of the date of installation. We do not provide any warranty to You with respect to any component of the System. Any manufacturer's warranty is in addition to, not in lieu of, this limited installation warranty. This warranty does not cover problems resulting from exposure to harmful materials and chemicals, fire, flood, earthquake, or other acts of god, vandalism, alteration of system by anyone not authorized by Us, or any other cause beyond Our control.
- B. MANUFACTURERS' WARRANTIES.** The System's solar modules carry a minimum manufacturer's warranty of twenty (20) years as follows: (a) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the originally rated output; and (b) during the first twenty (20) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. The System's inverters carry a minimum manufacturer's warranty of ten (10) years against defects or component breakdowns. During the Term, We will enforce these warranties to the fullest extent possible.
- C. DISCLAIMER OF WARRANTY.** EXCEPT AS SET FORTH IN THIS SECTION 3, WE MAKE NO OTHER WARRANTY TO YOU OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE EQUIPMENT, INSTALLATION, DESIGN, OPERATION, OR MAINTENANCE OF THE SYSTEM, THE PRODUCTION OR DELIVERY OF ENERGY, OR ANY OTHER ASSOCIATED SERVICE OR MATTER HEREUNDER, ALL OF WHICH WE HEREBY EXPRESSLY DISCLAIM. OUR LIABILITY FOR ANY BREACH OF ANY WARRANTY IS LIMITED TO REPAIRING THE SYSTEM OR YOUR PROPERTY TO THE EXTENT REQUIRED UNDER THIS AGREEMENT. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS SECTION 3.C. AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.

4. REMOVAL OF THE SYSTEM

You shall not make any Alterations (as defined in Section 9(c)) to the System. If You want to make repairs or improvements to Your Property that require the temporary removal of the System or that could interfere with its performance or operation, You must give Us at least thirty (30) days' prior written notice (a "Customer-Requested Shutdown"). You agree that any repair or improvement to Your Property shall not materially alter Your roof where the System is installed. As compensation for Our removal, storage, and reinstallation of the System, You agree to pay to Us a fee equal to Four Hundred and Ninety-Nine Dollars (\$499) before We remove the System. You shall be required to pay the Shutdown Payment (as defined in Section 15) if the System is not reinstalled within thirty (30) days of removal. In the event of an emergency affecting the System, You shall contact Us immediately. If We are unable to timely respond, You may (at Your own expense) contract with a licensed and qualified solar installer to remove the System as necessary to make repairs required by the emergency. You shall be responsible for any damage to the System that results from actions taken by Your contractor.

5. ARBITRATION OF DISPUTES

Most customer concerns can be resolved quickly and amicably by calling Our customer service department at (877) 404-4129. If Our customer service department is unable to resolve Your concern, You and We agree to resolve any Dispute (as defined below) through binding arbitration or small claims court instead of courts of general jurisdiction. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT (I) YOU ARE HEREBY WAIVING THE RIGHT TO A TRIAL BY JURY; AND (II) YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. You and We agree to arbitrate all disputes, claims and controversies arising out of or relating to

ADDITIONAL TERMS AND CONDITIONS

7. **REPRESENTATIONS AND WARRANTIES.** You represent, warrant and agree that each of the following is true and correct: (i) all information concerning You herein is true, correct, and complete; (ii) You are the only fee simple owners of the Property (i.e. You have full and exclusive ownership rights to the Property); (iii) You are at least eighteen (18) years of age; (iv) You currently have and agree to maintain customary property and liability insurance with respect to Your Property; and (v) You have had the opportunity to review and discuss this Agreement with Our sales agent and any other advisor You may desire to consult. You understand that any mistake, misrepresentation, or omission in this Agreement made by You is a material breach of this Agreement and entitles Us to the remedies provided for in Section 13(b). We make no representations or warranties except as expressly set forth in this Agreement.

8. **OUR SERVICES.** (a) **Metering.** We will install performance meter(s) as needed to measure the Energy produced by the System. We will collect performance data remotely or use Our personnel to collect the data. We will provide this data to You upon Your reasonable request. You agree to allow Our personnel reasonable access to Your Property to collect such data. At Our discretion, we may test the accuracy of the performance meters from time to time. If testing indicates that the meter is inaccurate by more than +/- 5%, we will (i) repair and recalibrate the meter, at no cost to You; and (ii) make retroactive adjustments to Your payments based on corrected meter data for the period of such inaccuracy. If the meter is inoperable for any reason, including Your failure to maintain working broadband internet or electrical connections, we may charge You for the Shutdown Payment. (b) **Casualty Losses.** If the System is damaged or destroyed by fire, storm, flood, earthquake, or other disaster or accident (each, a "Casualty Event") covered by Our insurance, we will promptly repair and replace the damaged portions of the System as necessary to restore it to good working condition. If the System is damaged or destroyed by a Casualty Event not covered by Our insurance, we may, at Our option (i) repair and restore the System to good working condition; or (ii) terminate this Agreement and, at Your election, either convey the System in its then-existing condition, "As Is, Where Is", to You for no additional consideration or remove the System from Your Property. (c) **Disconnection of System.** We may cause the System to be disconnected from the Utility's facilities if they require such disconnection or we are required to do so under applicable law.

9. **YOUR DUTIES.** (a) **Use of the System.** You shall use the Energy for residential purposes only and not for heating a swimming pool. At all times, you shall ensure that the Property remains grid-connected to the Utility. (b) **Background Interests.** You must provide the System with continuous access to a functioning broadband internet connection with one wired Ethernet port and standard electrical outlet, at Your cost. If you fail to maintain broadband internet or electrical connection for a period of time, we may charge You the Shutdown Payment. (c) **System Alterations.** You shall not (i) alter, repair, or otherwise modify any component of the System (collectively "Alterations"); and (ii) take any action that could void or impair any warranty relating to the System. You will be responsible for any damage to the System that is caused at any time by You, or Your guests, invitees, contractors, or agents. (d) **Practicality.** You shall (i) trim all trees or other Property that may interfere with the System on Your roof, and take other reasonable steps to ensure that shading of the System is no worse than on the Transaction Date; and (ii) maintain, in good condition and repair, the roof and all electrical systems of Your Property. (e) **Authorizations.** You shall obtain from Your mortgagee, home owners' association, or any other person with an interest in Your Property all authorizations necessary for Us to install, operate, and maintain the System. Your failure to obtain these authorizations in a timely manner may result in termination of this Agreement. (f) **Taxes.** You will pay all taxes assessed on or arising from installation or operation of the System, including any generation-skipping tax or energy produced by the System. You shall be responsible for income tax and property tax assessed in relation to Our ownership of the System. (g) **Changes.** If You, the Utility, or any governmental agency requires (i) any change to the System after its installation, You shall pay Our standard parts and labor charges; or (ii) that we pay any tax, fee, or other charge in relation to the System or this Agreement after the In-Service Date, then You shall be responsible to reimburse Us for such tax, fee, or other charge (except for income and property taxes that are Our responsibility under Section 9(f)). (h) **Further Assurances.** Upon Our request, You shall promptly sign and return (i) any application, agreement or other document necessary for Us to obtain any credits, rebates, incentives, allowances, or certificates that are attributed, allocated, or related to the System, the Energy, or environmental attributes thereof (collectively, the "System Interests"); (ii) any permits, interconnection, net metering agreements, and other documents required by the Utility; and (iii) any document necessary to verify Our ownership interest in the System and System Interests. (i) **Duty to Notify.** You shall promptly notify Us if (i) You notice any person or thing interfering with the operation of the System; (ii) Your Property has any ordinance or permit violations or encumbrance that may prevent proper System permitting; or (iii) You take any emergency action with respect to the System. Your failure to promptly notify Us of such matters shall be a Customer Default under Section 13(a).

10. **SALE OF SOLAR ENERGY.** (a) **Sale of Electricity.** Beginning with the In-Service Date, we will sell to You and You will buy from Us all of the Energy produced by the System. Title to and risk of loss with respect to the Energy shall transfer from Us to You at the point where the System is inter-connected with Your Property's electrical wiring. Energy from the System will be delivered to You in compliance with all requirements of the Utility. (b) **Payments.** You agree that the obligation to pay any amount due under this Agreement shall be absolute and unconditional and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment or reduction. You and We agree that all amounts payable by You hereunder shall be payable in all events including by Your heirs and estate. Except as permitted by the Notice of Cancellation, You hereby waive all rights You may have to reject or cancel this Agreement, to revoke acceptance of the System, or to grant a security interest in the System. (c) **Limits on Obligation to Deliver.** WE DO NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY PERIOD OR ANY COST SAVINGS. We are not a utility or public service company and do not assume any obligations of a utility or public service company to supply, deliver, or maintain energy, which are not subject to rate review by governmental authorities. During the Term, You understand that You may require more electricity than the System may generate. If You need any such additional energy, then You shall be solely responsible to obtain such energy from the Utility at Your cost.

11. **OWNERSHIP OF SYSTEM.** (a) **Our Ownership of the System.** We shall own and hold all property rights in the System and the System Interests. You shall have no property interest in the System or the System Interests except for (i) the Energy that the System generates, and (ii) any credits or payments available under Your Utility's net metering program for the Energy that the System generates. You agree to keep the System and System Interests free from all liens and encumbrances. (b) **Personal Property Nature of the System.** Notwithstanding the manner in which the System is attached to Your Property, nor any fixture filing by Us, You and We hereby agree that the System and the System Interests shall remain Our sole personal property and shall not be deemed or characterized as a "fixture" or any part of the "realty," as those terms may be defined by applicable law. It is further agreed that the installation of the System shall not be a repair, remodel, alteration, conversion, modernization of, or addition to, Your Property. (c) **Grant of Access.** You hereby grant to Us and Our employees, agents, and contractors the right to access and use Your Property so that we may (i) install, operate, and maintain the System throughout the Term; (ii) enforce Our rights as to this Agreement and the System; and (iii) take any other action reasonably necessary in connection with the construction, installation, operation, maintenance, repair, or removal of the System. The foregoing rights of access to Your Property shall constitute a license coupled with an interest and shall be irrevocable for up to ninety (90) days after this Agreement expires to provide Us with time to remove the System at the end of the Term. (d) **Notices of System Ownership.** You authorize Us to make filings and recordings with relevant governmental authorities as may be necessary to protect our interest in the System and the System Interests, and Our right to access Your Property. Upon termination of this Agreement, each such filing will be terminated. You understand that the System shall be marked and identified as Our property.

12. **ASSIGNMENT & TRANSFER.** (a) **Assignment.** We may assign, sell, or transfer (in whole or in part) this Agreement, the System, or the System Interests without Your consent and without notice. If such assignee agrees in writing to assume Our rights under this Agreement, we will have no further liability or obligation under this Agreement upon the effectiveness of such assignment. (b) **Transfer of Property.** You shall provide Us with thirty (30) days' prior written notice of a proposed fee simple sale of Your Property. This written notice shall include the name of the proposed purchaser or transferee ("Property Transferee") and the proposed date of sale or transfer. You will also provide any additional information regarding Property Transferee that We reasonably request. You will request that Property Transferee agree in writing with Us that Property Transferee will assume Your obligations under this Agreement. Property Transferee shall enter into such agreement on or before the date Your Property is sold. Alternatively, if We determine that Property Transferee is not adequately creditworthy to assume Your obligations under this Agreement, or Property Transferee refuses to assume Your obligations under this Agreement, We

may terminate this Agreement on written notice to You and You will be obligated to pay to Us an amount equal to Four Dollars (\$4) per watt installed, subject to a reduction of five percent (5%) per year (e.g. in year 20, the Transfer Payment will be \$1.56 per watt installed), plus applicable taxes (the "Transfer Payment"). After You pay to Us the Transfer Payment, We will transfer ownership of the System to You on an "As Is, Where Is" basis. Notwithstanding any other provision in this Agreement, if the proposed transfer of Your Property to Property Transferee is a lease or other transfer that is not a fee simple sale, You will remain responsible for performance of Your obligations under this Agreement and such failure, if not cured within thirty (30) days after We give You written notice of such failure, (iii) You deny Us, Our contractors or agents, governmental authorities, or the Utility access to Your Property and such access is not given within thirty (30) days after We give You written notice of the failure to provide such access; (iv) Your bankruptcy, insolvency or admission of Your inability to pay Your debts as they mature; or (v) Your Property becoming subject to a foreclosure proceeding. (b) **Remedies for Customer Default.** If a Customer Default occurs, we may exercise any of the following remedies: (i) terminate this Agreement and demand You pay the Default Payment; (ii) leave the System in place on Your Property, but deny You access to and use of the Energy it produces, which may be redirected and sold at Our election; (iii) disconnect or take back the System as permitted by applicable law; (iv) place a lien on Your Property; (v) engage a collection agency to collect payments from You; (vi) report Your default to credit reporting agencies; and/or (vii) exercise any other remedy available to Us in this Agreement or under applicable law. (c) **Seller Default.** A "Seller Default" shall mean the occurrence of any of the following: (i) Our failure to perform any of Our material obligations under this Agreement and the effect of such failure is not cured within thirty (30) days after You give Us written notice of such failure; or (ii) Our bankruptcy, insolvency or admission of Our inability to pay Our debts as they mature. (d) **Remedies for Seller Default.** If a Seller Default occurs, we may (i) terminate this Agreement and request removal of the System from Your Property; and/or (ii) except as provided below, exercise any other remedy available to You in this Agreement or under applicable law. Notwithstanding the foregoing, You will have no right to claim damages as a result of the termination of this Agreement, except for (x) the actual costs to remove the System, if we fail to remove the System from Your Property pursuant to Section 14; and (y) any damages to Your Property resulting from the removal of the System by Us or Our contractor. (e) **Default Payment.** If this Agreement is terminated for any reason, other than pursuant to the Notice of Cancellation, Section 16, or a Seller Default, You shall pay to Us the Default Payment. The "Default Payment" shall be an amount equal to Seven Dollars (\$7) per watt installed, subject to a reduction of five percent (5%) per year (e.g. in year 20, the Default Payment will be \$2.68 per watt installed), plus applicable taxes. You agree that the Default Payment fairly reflects the value of the System; and, in the case of a Customer Default, is a fair representation of the damages and losses that We expect to incur. After You pay to Us the Default Payment, We will transfer ownership of the System to You on an "As Is, Where Is" basis.

13. **EVENTS OF DEFAULT.** (a) **Customer Default.** A "Customer Default" shall mean the occurrence of any of the following: (i) Your failure to make any payment under this Agreement within ten (10) days of when due and such failure is not cured within ten (10) days after We give You written notice of such failure; (ii) Your failure to perform any obligation under this Agreement and such failure, if not cured within thirty (30) days after We give You written notice of such failure; (iii) You deny Us, Our contractors or agents, governmental authorities, or the Utility access to Your Property and such access is not given within thirty (30) days after We give You written notice of the failure to provide such access; (iv) Your bankruptcy, insolvency or admission of Your inability to pay Your debts as they mature; or (v) Your Property becoming subject to a foreclosure proceeding. (b) **Remedies for Customer Default.** If a Customer Default occurs, we may exercise any of the following remedies: (i) terminate this Agreement and demand You pay the Default Payment; (ii) leave the System in place on Your Property, but deny You access to and use of the Energy it produces, which may be redirected and sold at Our election; (iii) disconnect or take back the System as permitted by applicable law; (iv) place a lien on Your Property; (v) engage a collection agency to collect payments from You; (vi) report Your default to credit reporting agencies; and/or (vii) exercise any other remedy available to Us in this Agreement or under applicable law. (c) **Seller Default.** A "Seller Default" shall mean the occurrence of any of the following: (i) Our failure to perform any of Our material obligations under this Agreement and the effect of such failure is not cured within thirty (30) days after You give Us written notice of such failure; or (ii) Our bankruptcy, insolvency or admission of Our inability to pay Our debts as they mature. (d) **Remedies for Seller Default.** If a Seller Default occurs, we may (i) terminate this Agreement and request removal of the System from Your Property; and/or (ii) except as provided below, exercise any other remedy available to You in this Agreement or under applicable law. Notwithstanding the foregoing, You will have no right to claim damages as a result of the termination of this Agreement, except for (x) the actual costs to remove the System, if we fail to remove the System from Your Property pursuant to Section 14; and (y) any damages to Your Property resulting from the removal of the System by Us or Our contractor. (e) **Default Payment.** If this Agreement is terminated for any reason, other than pursuant to the Notice of Cancellation, Section 16, or a Seller Default, You shall pay to Us the Default Payment. The "Default Payment" shall be an amount equal to Seven Dollars (\$7) per watt installed, subject to a reduction of five percent (5%) per year (e.g. in year 20, the Default Payment will be \$2.68 per watt installed), plus applicable taxes. You agree that the Default Payment fairly reflects the value of the System; and, in the case of a Customer Default, is a fair representation of the damages and losses that We expect to incur. After You pay to Us the Default Payment, We will transfer ownership of the System to You on an "As Is, Where Is" basis.

14. **TERMINATION BY SELLER.** We may, in Our sole discretion, terminate this Agreement (i) if prior to the In-Service Date, upon delivery of written notice to You; or (ii) upon the occurrence of a Customer Default. Within ninety (90) days after termination of this Agreement, other than under the circumstances in which the System is transferred to You under Section 2, Section 12, or Section 13, we will remove the System and restore all rooftop penetrations to be free from leaks. If we elect to terminate this Agreement, we will have no further liability to You. (b) **Termination by Customer.** You may terminate this Agreement (i) pursuant to the terms of the Notice of Cancellation, or (ii) upon a Seller Default. (c) **SYSTEM SHUTDOWN.** (a) **Safety Shutdown.** In addition to Our right to shut down the System for maintenance, we may shut down the System if we reasonably believe that Property conditions or activities of persons on the Property, which are not under Our control, whether or not under Your control, may interfere with the safe operation of the System (a "Safety Shutdown"). During the pendency of a Safety Shutdown, You will pay Us the Shutdown Payment. (b) **Property Vacated.** In the event that You vacate Your Property for any period of time as a result of an event that is not a Force Majeure Event or Seller Default, You will continue to pay Us for all the Energy produced by the System. (c) **Interconnection Denial.** If interconnection with the Utility becomes denied or delayed for reasons that are not (i) a Force Majeure Event, or (ii) caused by or related to Our unexcused action or inaction such that the System is no longer able to produce electricity or transfer electricity to You or to the Utility, You will pay Us the Shutdown Payment. (d) **Shutdown Payment.** The "Shutdown Payment" shall equal the sum of (i) payments of the Energy Price that You would have made to Us as described in Section 2.A, for the Energy that would have been produced by the System during the period of the shutdown; (ii) the value to Us of the System's incentives that We would have received with respect to the Energy that the System would have produced following such shutdown; and (iii) applicable taxes. Determination of the amount of Energy that would have been produced during the period of the shutdown shall be based (A) during the first year after the In-Service Date, on estimated levels of production; and (B) after the first year after the In-Service Date, based on actual operation of the System during the same period in the previous year. If a shutdown pursuant to Section 4 or this Section 15 continues for one hundred and eighty (180) days or longer, we may, in Our sole discretion, terminate this Agreement and require You to pay the Default Payment.

15. **FORCE MAJEURE.** If You or We are unable to perform any of the obligations under the Agreement because of a Force Majeure Event, such party will be excused from whatever performance is affected by the Force Majeure Event, provided that the suspension of such obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event. "Force Majeure Event" shall mean any event, condition or circumstance beyond the control of the affected party which, by the exercise of due foresight such party could not reasonably have been expected to avoid, and which by the exercise of due diligence such party without fault attributable to it is unable to overcome, including, but not limited to, action by a governmental authority, the failure to act on the part of any governmental authority or the Utility (provided that such action has been timely requested and diligently pursued), failure to obtain or maintain a permit, license, consent or approval (provided that such party has made timely and reasonable commercial efforts to obtain and maintain the same), labor dispute, strike, work stoppage, slow-down, lock-out, flood, earthquake, fire, lightning, wind, epidemic, war, terrorism, riot, economic sanction or embargo, civil disturbance, act of god, unavailability of electricity from the Utility, equipment, supplies or products, power or voltage surge caused by someone other than the affected party, or failure of equipment not utilized by or under the control of the affected party.

16. **LIMITATION OF LIABILITY.** You understand that: (a) We are not an insurer of Your Property, personal property, or personal safety of persons in or on Your Property; (b) You are solely responsible for providing any insurance with respect to Your Property and its contents; (c) the amount You pay to Us is based only on the value of the Energy produced by the System and not on the value of Your Property or its contents; (d) the System may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the components of the System that might be lost or destroyed if the System fails to operate properly; (f) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by Our failure to perform. Our negligence, or a failure of the System, or the System installation.

NOTWITHSTANDING ANY BREACH OF THIS AGREEMENT, ANY FAILURE OF THE SYSTEM, OR ANY NEGLIGENT ACT THAT CAUSED ANY INJURY OR LOSS (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO ANYONE, WE AND YOU AGREE THAT, UNLESS SUCH INJURY OR LOSS WAS CAUSED BY A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL INJURY, SUCH PARTY'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE DEFAULT PAYMENT. YOU AND WE AGREE THAT THIS AMOUNT IS A FAIR REPRESENTATION OF THE DAMAGES THAT YOU OR WE EXPECT TO INCUR IN THE CASE OF ANY INJURY OR LOSS HEREUNDER.

NO CLAIM SHALL BE MADE BY YOU AGAINST US OR ANY OF OUR AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFORE IS BASED ON CONTRACT, TORT, DUTY IMPOSED BY LAW OR OTHERWISE), IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT OR OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH. YOU HEREBY WAIVE, RELEASE, AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN YOUR FAVOR. YOU FURTHER AGREE THAT NO CLAIM, LAWSUIT, OR ANY OTHER LEGAL OR ARBITRATION PROCEEDING IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT MAY BE BROUGHT, COMMENCED OR FILED MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO SUCH CLAIM. YOU ACKNOWLEDGE THAT WE ARE RELYING ON THIS SECTION 17 AS A CONDITION AND MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT.

18. INDEMNIFICATION. To the fullest extent permitted by applicable law, You hereby agree to indemnify, advance expenses, and hold harmless Us and Our affiliates, directors, employees, agents, contractors, and Our successors and assigns (each, a "Covered Person") from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature in connection with, arising out of, or in any way related to (i) Your breach of this Agreement, or (ii) Your negligence or willful misconduct; provided that Your indemnification obligations under this Section 18 shall not apply if the harm or damage that is the basis for such third party claim occurred while one of Our employees or agents was at Your Property and such harm or damage was solely caused by the active negligence or willful misconduct of such employee or agent.

19. SUBROGATION. You agree to release all Covered Persons from any claims of any parties suing through Your authority or in Your name, such as Your insurance company, and You agree to defend Us against any such claim. YOU AGREE TO NOTIFY YOUR INSURANCE COMPANY OF THIS RELEASE.

20. AMENDMENTS AND WAIVERS. This Agreement may only be amended or modified by an instrument in writing signed by both You and Us.

21. ENTIRE AGREEMENT. This Agreement, the Additional Terms and Conditions, the Customer Packet, the Work Order, and any other agreements or documents incorporated herewith, constitute the entire agreement between You and Us and supersede all prior oral and written negotiations, communications, discussions and correspondence pertaining to the subject matter hereof.

22. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of You and Us and Our and Your respective heirs, legal representatives, successors, and permitted assigns. Except as otherwise expressly provided in this Agreement, or by operation of law, neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by You without Our prior written consent. Any assignment by You without Our prior written consent shall be void.

23. GOVERNING LAW. This Agreement, and any instrument or agreement required hereunder, shall be governed by, and construed under, the internal laws of the state where the Property is located.

24. NOTICE. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing delivered to the applicable party at the address set forth in this Agreement or to such other address as any party may designate from time to time by written notice to the other party.

25. SURVIVAL. After termination or expiration of this Agreement, any provisions which by their nature are intended to survive such termination or cancellation shall survive, including (without limitation) Sections 2, 3, 5, 11, 13, 14, 17, 18, and 19.

26. SEVERABILITY. If any provision of this Agreement is held to be invalid, prohibited, or otherwise unenforceable by an arbitrator or court of competent jurisdiction, this Agreement shall be considered divisible and such provision shall be

deemed inoperative to the extent it is deemed invalid, prohibited, or unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, and all such counterparts shall be deemed to constitute one instrument. A electronic or portable document format ("pdf") shall constitute an original for purposes hereof.

28. PUBLICITY. You hereby authorize Us to use Your and Your Property's voice, photograph, video, and likeness in print media, radio, television, e-mail, social media, web materials, and any audio or video recording; provided that We agree that We will not disclose any of Your personally identifying information (except as provided in Section 2(c)). You waive and forever release Us for any Dispute relating to or arising out of this Section 28.

29. PRESCREEN AND OPT-OUT NOTICE. THIS "PRESCREENED" OFFER OF CREDIT IS BASED ON INFORMATION IN YOUR CREDIT REPORT INDICATING THAT YOU MEET CERTAIN CRITERIA. THIS OFFER IS NOT GUARANTEED IF YOU DO NOT MEET OUR CRITERIA. IF YOU DO NOT WANT TO RECEIVE PRESCREENED OFFERS OF CREDIT FROM US AND OTHER COMPANIES, CALL THE CONSUMER REPORTING AGENCIES TOLL-FREE, (888) 567-8688; OR WRITE: EXPERIAN OPT OUT, P.O. BOX 919 ALLEN, TX 75013; TRANSUNION NAME REMOVAL OPTION, P.O. BOX 505 WOODLYN, PA 19094; EQUIFAX OPTIONS, P.O. BOX 740123 ATLANTA, GA 30374-0123.

30. CALIFORNIA NOTICE: MECHANICS' LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called 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 your 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 right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day 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 big problem if you pay your contractor before you have received the Preliminary Notice. You will not get Preliminary Notices from your prime 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 your contractor of all the subcontractors and material suppliers that work on your project. Find out from your 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 your 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 the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Website at www.cslb.ca.gov or call CSLB at (800) 321-2752. 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. Pursuant to the terms of this Agreement, if you fail to make any payment when due hereunder, we may file a lien on your property.

31. CALIFORNIA NOTICE: NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. We are not required to perform additional work or changes without written approval in a "Change Order" before any of the new work is started. Extra work or a Change Order is not enforceable against You as the buyer unless the Change Order also identifies all of the following in writing prior to commencement of any work covered by such Change Order: (i) the scope of work encompassed by such Change Order; (ii) the amount to be added or subtracted from the Agreement; and (iii) the effect the order will make in the progress payments or the completion date. Our failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Pursuant to the terms of this Agreement, the initial design and installation of the System shall be done at Our sole cost and expense, and the above notice does not apply to such work.