



Get Rewarded for Helping Your Community

Maximize your solar benefits, help your local power grid community, and get rewarded for your participation in PowerGrid Protect™.

How it works

To alleviate strain on the grid, Sunnova's PowerGrid Protect™ program¹ will maximize your solar benefits by powering your home with energy stored in your battery when there is peak demand for electricity.



The power grid experiences high demand



Sunnova directs your battery to supply power to your home



The battery supplies power to your home



Your community benefits from a stable grid



You receive a gift card for your support²

Get rewarded for participating

Once your battery is installed and in service, you can enroll in the PowerGrid Protect™ program. By protecting your home and your community, you will receive a reward as a show of appreciation for your support for clean energy and stability of the grid. With Sunnova, we make it easy. Simply enroll and we will manage and administer all aspects of the program for you. You don't have to lift a finger!

¹ To learn more about the terms and conditions please visit: <https://www.sunnova.com/grid-services/powergrid/protect-program-terms-and-conditions>

² For more information please visit: <https://cm.mysunnova.com/grid-services/powergrid>

Sunnova Energy Corporation, for information concerning licensing and registration, go to: <https://www.sunnova.com/legal/state-licensing-information>.

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SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including financing and energy / power cost if applicable) is: \$295.61 per month during 25.00-year term, with an annual increase of 3.90 %; \$0 due at installation. \$0.00 down payment required. This rate does not include discount for payments with ACH.

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

THREE-DAY RIGHT TO CANCEL (NOT SENIOR CITIZEN)

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

Three-Day Right to Cancel (All customers under 65)

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

FIVE-DAY RIGHT TO CANCEL (SENIOR CITIZENS)

If the attached contract was not negotiated at the contractor's place of business, and you are over 65 years of age, you have a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Five-Day Right to Cancel for Senior Citizens

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

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.



Sunnova SunSafe® Solar + Battery Storage Service Easy Plan™ Equipment Lease

HOMEOWNER **Michael Seebold II**
ADDRESS **648 TRENTON ST**
EL CAJON, CA 92019

DATE ISSUED **4/26/2023 4:56 PM**
INSTALLATION **648 TRENTON ST**
LOCATION **EL CAJON, CA 92019**

\$0.00

Upfront costs

\$280.61

Monthly payment – Year One
(Includes ACH discount)

25

Agreement term

AGREEMENT BENEFITS & INSTALLATION PROCESS

- and Sunnova will install a **10.000**-kilowatt solar power system and a **10.08 kWh** energy storage system (battery) on your home.
 - Your system is estimated to produce **16,837** kilowatt hours in the first year of service.
 - A minimum **\$0.00** down payment is required.
 - The monthly payment will never increase by more than **3.90 %** per year.
 - LGCY Installation Services LLC** will complete the design and engineering drawings for your system, and Sunnova will review the final design to ensure it meets our high-quality standards.
 - Your system activation may experience delays as a result of the process for obtaining the necessary permits and approvals.
 - You will receive a **\$15.00** discount each month when you set up automatic payments from your checking or savings account (pricing above already reflects discount).
 - Once your system is turned on and operating, you will receive two monthly electricity bills: one from **San Diego Gas & Electric - SDG & E (CSI)** and one from **Sunnova**.
 - You may renew this agreement for up to two successive five-year terms at the end of the original 25.00-year term.
 - If you sell your house, you may transfer the agreement and warranties to the new homeowner provided that the new homeowner meets Sunnova's credit requirements.
 - If you choose not to renew the agreement at the end of your 25.00-year term, Sunnova will remove the system at no cost to you. Conditions apply.
 - This agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.
 - Your agreement gives you a right to terminate your contract within no less than 3 business days without incurring any penalty.
 - Your solar system and storage system (batteries) maintenance and warranty are covered by the **Limited Warranty** for the term of the agreement.
 - When the grid is down, the batteries will provide you with limited backup power.
 - Your System is designed to export excess power to your utility. Nonetheless, in the event that you experience a power outage from the utility, your System will not be able to export any power to the utility during the time of the power outage, which could cause curtailment and a loss on the excess energy produced.
- I have reviewed, understand and agree with the above agreement terms and process.

The pricing provided in this Easy Plan™ Equipment Lease is valid until **May 25, 2023**

Homeowner's initials

MSI

Homeowner's initials

SM



Homeowner Name and Address Michael Seebold II 648 TRENTON ST EL CAJON, CA 92019 Contract ID ZO005858100	Co-Owner Name (If Any) SUSAN RENE MCGOLDRICK	Installation Location 648 TRENTON ST EL CAJON, CA 92019	Installer/Contractor LGCY Installation Services LLC License: AZ: ROC 335976; NC: U.34871; FL: EC13006601; TX: 36397 MO: 2022005436 AR: 50913 UT: 12627966-5501 NV: 0089984 CO: EC.0102298 Salesperson: Reagan Bjornson HIS #: 135774 SP Salesperson Address: LGCY Installation Services LLC Sunnova License: 1003498
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SOLAR PANEL SYSTEM AND BATTERY LEASE

1. INTRODUCTION

This lease agreement (the “Agreement” or “Lease”) is between you and Sunnova Energy Corporation (together with its successors and assigns, “Sunnova” or “we”), covering the lease to you of the solar panel system and related equipment and an Energy Storage System (the “ESS” and together with the solar panel system, the “System”) described below in section 3. The System will be installed by the Installer listed above at the address you listed above. This Agreement will refer to this address as the “Property” or your “Home.” This Agreement has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Sunnova provides you with a Limited Warranty (the “Limited Warranty”). The Limited Warranty is

attached as **EXHIBIT 2**. Sunnova will also provide you with a System user manual entitled “Solar Service Guide” (the “Guide”) that contains important operation, maintenance and service information.

This is a legally binding agreement, so please read everything carefully including all the exhibits. This Lease requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted. If you do not meet your contract obligations under this Agreement, you may lose your rights to the System. If you have any questions regarding this Agreement, please ask your sales consultant.

2. LEASE TERM

Sunnova agrees to lease you the System for 25



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

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

Approximate Start Date. The installation work to be performed by Contractor pursuant to this Lease shall commence on July 24, 2023 (the "Commencement Date") provided that (a) all permits have been issued;

(b) all homeowner's association approval letter has been received, if applicable; and (c) all materials have been delivered to the site. The Commencement Date may be extended as necessary if any of (a)-(c) above have not been completed.

Approximate Interconnection Date. All work to install the System shall be completed as soon as possible, but in no event later than July 23, 2024 (the "Interconnection Date"), subject to any applicable amendments. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of Contractor. These factors include the process for obtaining utility approval for net metering and interconnection of your System. The project shall be deemed completed upon the date the System is connected to the electrical grid and begins generating power.

3. SYSTEM DESCRIPTION

The primary equipment used for the System will include a series of interconnected photovoltaic panels, an inverter, batteries, racking materials, and a production meter. Other materials generally included are disconnects, breakers, load centers, wires, and conduit.

Solar System (DC)	10.000 kW
Modules	REC Solar
Monitor	Enphase Energy Inc
Inverters / Batteries	Enphase Energy Inc / Enphase Battery Module Encharge3 (3.36 kWh)
1 st Year Production (Estimated)	16,836.57 kWh
Usage Offset Percentage	148.49 %

Your panels may be from any Sunnova-approved manufacturer (including, but not limited to, Boviet, Canadian Solar, Q-Cell (Hanwha), Trina, Telesun, Boviet, Seraphim, LG Electronics, SolarWorld, Centro, Eco, Silfab and RECOM). Sunnova may need to substitute equipment depending upon availability and may need to change its list of approved manufacturers from time to time. Should the substitution of manufacturer materially change the production or cost of the System, either party may exercise the options available in Section 7(b) below. Absent such material change, your Installer will inform you through the online portal MySunnova or in writing of your panel manufacturer.

YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE DESCRIPTION OF THE SYSTEM AND EQUIPMENT.

Homeowner's Signature:

DocuSigned by:
Michael Seibold II

Co-Homeowner's Signature:

DocuSigned by:
SUSAN MCGOLDRICK
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4. LEASE PAYMENTS: AMOUNTS

A. Amounts Due at Lease Signing or Delivery:

Payment Due at Lease Signing: **\$0.00**

B. Monthly Payments:

Your first Monthly Payment (which includes estimated sales, use or similar taxes, if applicable) of **\$295.61** is due on the first Payment Date. During contract validation, you will choose one of the available payment date options for your Payment Date. After your first Monthly Payment, 299 additional Monthly Payments will be due on the same day of each following month. Please refer to Schedule A for the amounts of these payments. The total of your monthly payments (including estimated gross receipts, sales, use or similar taxes, if applicable) is **\$142,860.84**.

C. Other Charges (not part of your monthly payment):

Estimated taxes other than gross receipts, sales, **use or similar** taxes, taxes collected monthly (if applicable) **\$0.00**

D. Total of Payments (the amount you will have paid at the end of the Lease):

\$142,860.84

E. Purchase Option at End of Lease Term:

You do not have an option to purchase the System at the end of the Lease Term.

F. Other Important Terms:

See below for additional information on early maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

NOTE: Monthly payment amounts above do not reflect discount for making automatic ACH payments. See Section 6(e) and Schedule A for additional information. Payments due upon installation are due immediately prior to commencement of installation. . Monthly payment amounts include estimated taxes based upon current available tax rates as provided by a third-party service and are subject to change based upon local and state taxing rate changes.

YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE TERMS INCLUDING THE PRICE AND MONTHLY PAYMENT SCHEDULE.

Homeowner's Signature

DocuSigned by:

Michael Seibold II

DocuSigned by:

Co-Homeowner's Signature

SUSAN MCGOLDRICK

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5. PRODUCTION ESTIMATE

- a. Sunnova estimates that the System will make available to you **16,836.57** kilowatt-hours of electricity energy during its first year of operation. Actual production may vary due to variation in weather patterns, the physical specifications of the Property, the required placement of the System on your roof, and other conditions.
- b. Due to expected panel degradation, Sunnova estimates that the System will be capable of generating **396,599.27** kilowatt-hours ("kWh") during the Agreement Term. Please note that the System includes an ESS or battery ("Battery" or "Batteries"), and therefore the amount of electricity produced from the System may vary depending on your behavior. For example, if your daytime electricity consumption is low, the System may produce sufficient solar energy to fill the Battery, at which point electricity will be supplied by the battery and the System may stop production.
- c. You authorize Sunnova to manage the use of stored energy in its discretion in an effort to maximize your energy benefit.

Homeowner(s)' Initials

DS 	DS
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6. LEASE OBLIGATIONS

a. System, Home and Property Maintenance

You agree to:

- (i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Sunnova installed it;
- (iii) keep the panels and modules clean, pursuant to the Limited Warranty and the Guide and protect the System from animals and infestation;
- (iv) not modify your Home or landscaping in a way that shades the System;
- (v) be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way);
- (vi) be responsible for the structural integrity of

the Home where the System is installed, including structural or electrical modifications necessary to prepare your Home and roof for the System. You agree that Sunnova is not responsible for any known or unknown property conditions, including but not limited to, actual or alleged exacerbation of pre-existing conditions;

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



of your System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

Homeowner(s)' Initials
 DS MS
 DS SM

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

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

- (i) schedule the installation of the System at a mutually convenient date and time;
- (ii) construct the System according to written plans you review;
- (iii) provide you with a web-enabled meter to accurately measure the amount of power made available by the System to you and the consumption of that power by you;
- (iv) notify you if the System design has to be materially changed so that you can review any such changes;
- (v) clean up after ourselves during the construction of the System;
- (vi) obtain insurance for our actions, covering damage to your Property caused by faulty installation, System malfunction or manufacturing defects;
- (vii) not be a loss payee (nor named insured) on the insurance policy covering your Home;
- (viii) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- (ix) create a priority stream of operation and maintenance payments to provide enough cash flow in our financing transactions to pay for the Limited Warranty obligations and the repair and maintenance of the System in accordance with this Agreement even if Sunnova ceases to operate;
- (x) not put a lien on your Home or Property; and
- (xi) install, operate and maintain the System in accordance with applicable net metering and interconnection laws.

c. System Installation Timeline

Your System requires review and approval by

your Utility. Review and approval of your application may take 5-6 months to complete. Sunnova and its installation partner will work with you to complete this process as quickly as possible, but you should expect that it will take at least 6 months or longer from today's date to complete installation of your System.

By initialing below, you acknowledge that it may take several months to complete the installation of your System.

Homeowner(s)' Initials
 DS MS
 DS SM

d. Home Renovations or Repairs

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

e. Automatic Payment; Fees; Late Charges

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

- (i) **Automatic Payment Discount:** You will receive a \$15 monthly discount for using automatic payment through your checking or savings account. You will not receive a \$15 monthly discount if you do not make automatic Monthly Payments through your checking or savings account. The monthly payment schedule in Section 4(B) does not include this discount. Please refer to Schedule A for an example of what your monthly payment obligation would be if you choose to enroll in our automatic payment program;
- (ii) **Late Payments:** accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable rate by applicable law beginning on the sixteenth (16th) day after the date the payment was due and continuing until paid in full; and
- (iii) **Returned Check Fee:** \$25 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank.

f. Insurance

Sunnova shall obtain insurance insuring the



System against all damage or loss unless (i) that damage or loss is caused by your gross negligence; or (ii) you intentionally damage the System.

g. Estimated Taxes

You agree to pay any applicable gross receipts, sales, use or similar taxes on the Monthly Payments due under this Agreement and any prepayments made in accordance with Section 6(l) of this Agreement. If this Agreement contains a purchase option at the end of the Agreement Term, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable property or ad valorem taxes on the System that your local jurisdiction may levy. The total estimated amount you will pay for taxes over the Agreement Term is **\$0.00** assuming that tax rates, structure, exemptions (and the interpretations of the same) stay the same as they are on the date of this Lease. In the event the tax rate, structure or exemptions (and/or the interpretations of the same) change during the Term that amount will change.

h. No Alterations

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without Sunnova's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Sunnova's property.

i. Access to the System

- (i) You grant to Sunnova and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing Sunnova's rights as to this Agreement and the System; (C) installing, using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in

connection with the construction, installation, operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after this Agreement expires to provide Sunnova with time to remove the System at the end of the Agreement Term. Sunnova shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

- (ii) During the time that Sunnova has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.
- (iii) You agree that the System is not a fixture, but Sunnova has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System. Sunnova will file a Notice of Independent Solar Energy Producer Contract ("Notice") in accordance with California PUC 2869(b), in the real estate office in the county in which your Home is located. The Notice will not be a title defect, lien or encumbrance against your Property.

j. Indemnity

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

k. Monthly Payments

The Monthly Payments section (Section 4(B)) describes your monthly payment obligations under this Agreement. **YOU AGREE THAT THIS IS A NET LEASE AND THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER**



AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 7 AND 25, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

I. Option to Prepay All Payments Remaining on the Agreement

At any time during the Agreement Term, you may prepay all payments remaining on the Agreement, equal to: (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the unpaid balance of the aggregate rent, each payment discounted to present value at 5% per annum (plus any applicable taxes) plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit applicable with respect to the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 10 of this Agreement (Sunnova shall furnish you with a detailed calculation of such compensation if such a claim is made);

m. Utility Service

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

n. Supplemental Energy

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

another supplier, such as your utility.

7. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM

a. Sunnova's Obligation to Install and Lease

Sunnova's obligations to install and lease the System are conditioned on the following items having been completed to its reasonable satisfaction:

- (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System and battery;
- (ii) approval of this Agreement by Sunnova's financing partner(s);
- (iii) confirmation of rebate, tax credit and renewable energy certificate payment availability in the amount used to calculate the Monthly Payment amounts set forth in this Agreement;
- (iv) confirmation that Sunnova will obtain all applicable benefits referred to in Section 10;
- (v) receipt of all necessary zoning, land use and building permits; and
- (vi) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g. removal of a tree or roof repairs necessary to enable Sunnova to safely install the System).

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

b. Amendments, Your Right to Terminate for Material Changes

Both parties will have the right to terminate this Agreement, without penalty or fee, if Sunnova determines after the engineering site audit of your Home that it has misestimated by more than ten percent (10%) any of (i) the System size, (ii) the System's total cost or (iii) the System's annual production. Such termination right will expire at



the **earlier** of (A) one (1) week prior to the scheduled System installation date and (B) one (1) month after we inform you in writing of the revised size, cost or production estimate. If neither party exercises their right to terminate this Agreement following such a 10% change, then any changes to the System will be documented in an amendment to this Agreement. You authorize Sunnova to make corrections to the utility paperwork to conform to this Agreement or any amendments to this Agreement we both sign.

8. WARRANTY

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT 2**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

9. TRANSFER

Sunnova works with banks, large companies and other significant financing partners to finance your System. As a result, Sunnova will assign this Agreement to one of its financing partners. Sunnova may assign, sell or transfer the System and this Agreement, or any part of this Agreement or the exhibits, without your consent. Assignment, sale or transfer generally means that Sunnova would transfer certain of its rights and certain of its obligations under this Agreement to another party. This assignment does not change Sunnova's obligation to maintain and repair your System as set forth in the Limited Warranty.

10. OWNERSHIP OF THE SYSTEM; TAX CREDITS, REBATES AND CAPACITY RIGHTS

- a. YOU AGREE THAT THE SYSTEM IS SUNNOVA'S PERSONAL PROPERTY UNDER THE UNIFORM COMMERCIAL CODE. YOU UNDERSTAND AND AGREE THAT THIS IS A LEASE AND NOT A SALE AGREEMENT. SUNNOVA OWNS THE SYSTEM FOR ALL PURPOSES, INCLUDING ANY DATA GENERATED FROM THE SYSTEM. SUNNOVA SHALL HAVE THE RIGHT TO REMOTELY MONITOR, UPDATE, CONTROL, AND CAUSE ENERGY TO BE DISCHARGED OR RESERVED FROM AND IN THE ESS (BATTERIES), AT ANY TIME AND IN ITS SOLE DISCRETION AND WITHOUT NOTICE, AS MORE FULLY EXPLAINED IN THE LIMITED WARRANTY

ATTACHED HERETO. YOU SHALL, AT ALL TIMES, KEEP THE SYSTEM FREE AND CLEAR OF ALL LIENS, CLAIMS, LEVIES AND LEGAL PROCESSES NOT CREATED BY SUNNOVA, AND SHALL AT YOUR EXPENSE PROTECT AND DEFEND SUNNOVA AGAINST THE SAME.

- b. NO FEDERAL OR STATE TAX INCENTIVES ARE INCLUDED IN CALCULATING THE MONTHLY PAYMENT. YOU UNDERSTAND AND AGREE THAT WITH THE EXCEPTION OF STATE SPECIFIC REBATES AND/OR TAX CREDITS AVAILABLE ONLY TO THE HOMEOWNER, ANY AND ALL TAX CREDITS, INCENTIVES, CAPACITY RIGHTS AND UTILITY REBATES ARE THE PROPERTY OF AND FOR THE BENEFIT OF SUNNOVA, USABLE AT ITS SOLE DISCRETION. SUNNOVA SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REASONABLY COOPERATE WITH SUNNOVA SO THAT IT MAY CLAIM ANY TAX CREDITS, REBATES, CAPACITY RIGHTS OR BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW FILING REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR CREDITS FROM THE FEDERAL, STATE OR LOCAL, GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, REBATES, CAPACITY RIGHTS OR BENEFITS TO SUNNOVA.

- c. ADDITIONALLY, YOU AGREE THAT SUNNOVA HAS THE RIGHT TO ENROLL THE SYSTEM OR MANAGE THE ENROLLMENT OF THE SYSTEM IN ENERGY MANAGEMENT PROGRAMS AND YOU AGREE TO EXECUTE ANY NECESSARY DOCUMENTS AND TO PROVIDE INFORMATION REGARDING YOUR UTILITY ACCOUNT TO FACILITATE ENROLLMENT IN SUCH ENERGY MANAGEMENT PROGRAMS.

YOU AGREE THAT SUNNOVA IS EXCLUSIVELY ENTITLED TO RECEIVE ANY AND ALL BENEFITS RESULTING FROM THE ENROLLMENT OR PARTICIPATION IN SUCH ENERGY MANAGEMENT PROGRAMS.

BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 10 IN ITS ENTIRETY AND AGREE TO ITS TERMS.



Homeowner(s)' Initials

DS
MSI

DS
SM

11. PURCHASING THE SYSTEM PRIOR TO THE END OF THE LEASE TERM

You may not purchase the System prior to the end of the Agreement Term.

12. RENEWAL

You have the option to renew your Agreement for up to ten (10) years in two (2) five (5) year renewal periods. We will send you renewal forms three (3) months prior to the expiration of the Agreement Term, which forms shall set forth the new Monthly Payments due under the renewed Agreement, based on our assessment of the then current fair market value of the System. If you want to renew and you are in compliance with this Agreement, complete the renewal forms and return them to us at least one (1) month prior to the expiration of the Agreement Term. In the event that you respond that you do not agree to the new Monthly Payments, the Agreement shall expire by its terms on the termination date.

If we don't hear back from you after we send you the renewal forms, then this Lease shall renew for an additional one (1) year term ten percent (10%) less than the then-current average rate charged by your local utility and shall continue to renew for one (1) year terms at that same rate until we hear from you at least thirty (30) days prior to a renewal term that you do not wish to renew.

Homeowner(s)' Initials

DS
MSI

DS
SM

13. SELLING YOUR HOME

a. If you sell your Home you can:

(i) **Transfer this Agreement and the Monthly Payments.**

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

(ii) **Prepay this Agreement and Transfer only the Use of the System.**

At any time during the Agreement Term, if the person buying your home does not meet Sunnova's underwriting requirements, but still wants the System, then you can (A) prepay the payments remaining on the Agreement (See Section 6(I)), (B) add the cost of the Agreement to the price of your home; and (C) have the person buying your Home sign a transfer agreement to assume your rights and non-Monthly Payment obligations under this Agreement. The System stays at your Home, the person buying your Home does not make any Monthly Payments and has only to comply with the non-Monthly Payment portions of this Agreement.

- b. You agree to give Sunnova at least fifteen (15) days but not more than three (3) months' prior written notice if you want someone to assume your Agreement obligations. In connection with this assumption, you, your approved buyer and Sunnova shall execute a written transfer of this Agreement. Unless we have released you from your obligations in writing, you are still responsible for performing under this Agreement. If your buyer defaults on this Agreement and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this Agreement in writing once we have a signed transfer agreement with the person buying your Home (provided such person has been approved as a transferee by Sunnova in writing).
- c. If you sell your Home and can't comply with any of the options in subsection (a) above, you will be in default under this Agreement. Death does not negate the obligations in this Agreement and does not give rise to a right of termination. In the event of death, this Agreement and the obligations herein will transfer to the decedent's estate.
- d. **Free Assumability.** This Agreement is free of any restrictions that would prevent the homeowner from freely transferring their Property. In the event of a foreclosure on the Property, your lender has the right (but not obligation) to do **ONE** of the following:
- (i) terminate the Agreement and require Sunnova to remove the System subject to your obligations under Sections 16 and 17;
 - (ii) become a beneficiary (but not the obligor) of your Agreement free of charge (i.e., receive power from the System and enforce the Limited Warranty but not have the obligation



to make payment, which obligation will remain with you — if you don't make timely payment you will be in default under Section 16 and Sunnova can terminate, remove the System and take all other remedies it has under Section 17);

- (iii) enter into a new Agreement with Sunnova on terms no less favorable than the current Agreement; or
- (iv) require transfer of the Agreement under Section 13 to a subsequent purchaser of the Property.

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

In accordance with California law, Sunnova will file Notice of Independent Solar Energy Producer Contract in the county real estate office where your Home is located. Within ten (10) days of the receipt of your written request, Sunnova will provide any prospective purchaser with a copy of this Lease. Should you refinance your Home, and Sunnova is required to remove and refile the Notice, Sunnova may charge you a refiling fee, in the amount charged to Sunnova by the local jurisdiction, and a processing fee for its expenses.

- e. EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT SUBLEASE, ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION

13 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

Homeowner(s)' Initials

DS 	DS
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14. LOSS OR DAMAGE

- a. Unless you are grossly negligent or you intentionally damage the System, Sunnova will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement, including Monthly Payments.
- b. If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Agreement, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Agreement and, cooperate with Sunnova, at Sunnova's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.
- c. In the event of System destruction or grid failure due to a Force Majeure Event, your payment obligations under this Lease will be suspended for as long as the System is down or the grid failure continues due to the Force Majeure Event, and the term of this Lease will be extended for an equivalent period of time; provided however, that (i) you provide notice to Sunnova of the Force Majeure Event and your intention to rely upon the Force Majeure Event as a basis for suspending payments, and (ii) the payment obligations may be suspended and the term extended only for the amount of time that Sunnova may determine, in its sole discretion, that a Force Majeure Event exists and provides written confirmation of the same.

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



(provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products; power or voltage surge caused by someone other than Sunnova including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Sunnova or under its control.

15. LIMITATION OF LIABILITY

a. No Consequential Damages

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

b. Actual Damages

Except for claims under Section 6(j), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 17(i). Damages to your Home, belongings or property resulting from the installation or operation of the System are covered in the Limited Warranty.

16. DEFAULT

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

- a. you fail to make any payment when it is due and such failure continues for a period of ten (10) days;
- b. you fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- c. you or your guarantor have provided any false or misleading financial or other information to obtain this Agreement;
- d. you assign, transfer, encumber, sublet or sell this Agreement or any part of the System without Sunnova's prior written consent; or

- e. you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

17. REMEDIES IN CASE OF DEFAULT

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

- a. terminate this Agreement and your rights to possess and use the System;
- b. suspend our performance under this Agreement;
- c. take any reasonable action to correct your default or to prevent our loss; any amount we pay will be added to the amount you owe us and will be immediately due;
- d. require you, at your expense, to return the System or make it available to us in a reasonable manner;
- e. proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for your breach;
- f. turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;
- g. report such non-operational status off the System to your utility, informing them that you are no longer net metering;
- h. charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
- i. recover from you (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the unpaid balance of the aggregate rent, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit the investment tax credit applicable with respect to the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 10 of this



Agreement (Sunnova shall furnish you with a detailed calculation of such compensation if such a claim is made); or

- j. in the case of your failure to protect the System from animals, infestation or overgrown tree growth and foliage, unilaterally adjust the contract terms upon notice to you for reduced production as appropriate; or
- k. use any other remedy available to us in this Agreement or by law or equity.

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

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

18. ADDITIONAL AGREEMENTS

- a. **Notice of Changes.** You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the System or impact our security interest in the System.
- b. **Waiver of Confidentiality of Residence Address.** By signing this Agreement, and so long as we have a contract with you, you waive the confidentiality of your residence address under the provisions of any applicable law and authorize us to obtain from the applicable state agency your current residence address.
- c. **Personal Information and Privacy Policy.** Please see Sunnova's Privacy Policy on our website: <https://www.sunnova.com/privacy-policy> for more information about how we collect and use personal information. You have read, understand and agree with the terms of Sunnova's Privacy Policy as set forth on our website: <https://www.sunnova.com/privacy-policy>. You also understand that Sunnova's Privacy Policy may be changed from time to time. You authorize Sunnova to collect, share, and exchange data related to the ESS, your energy

usage and/or the solar system's energy production, your electric bill, operational data about the ESS, and your location data, for purposes of registering and including the battery in programs relating to energy services operating and improving such programs, and as otherwise permitted by applicable law.

d. Monitoring and Recording Telephone Calls.

We and others acting on our behalf may (a) monitor and record telephone calls between you and us regarding this Agreement and (b) use automatic dialing equipment to make calls to you. You expressly consent to our, and others acting on our behalf, using prerecorded/artificial voice messages, or text messages, while servicing and enforcing our rights under this Agreement, including the collection of outstanding payments. In making calls to you, you agree that we, and others acting on our behalf, may use any telephone number you provide us, or that is lawfully given to us by someone other than you even if the number is for a mobile telephone, and even if our doing so results in charges to you under your telephone payment plan. We will not charge you for such calls.

Homeowner(s)' Initials

19. RETURNING THE SYSTEM AT THE END OR UPON TERMINATION OF THIS LEASE

If you don't renew this Agreement, then there are three (3) possibilities with respect to returning or keeping the System at the end or termination of this Agreement:

- a. If at the end or termination of this Agreement you have not defaulted, and you have not exercised your purchase option (if any), then within ninety (90) days:
 - (i) Sunnova may at its choosing, remove the System from your Home at no cost to you; or
 - (ii) if Sunnova does not tell you that it wants to remove the System and you want to have the System removed from your Home at no cost to you, you must tell us to remove it and we will do so pursuant to the Limited Warranty.
- b. If at the end or termination of this Agreement you are in default, and Sunnova chooses to remove



the System from your Home then you agree to pay Sunnova the reasonable expense of removing the System from your Home.

- c. If at the end or termination of this Agreement Sunnova chooses not to remove the System and you do not request removal within 90 days pursuant to the Limited Warranty, then you will be considered to be the new owner of the System and it will automatically be conveyed to you as is. In that event, you should consult a tax advisor to determine whether the transfer of the System has any tax consequences for you.

20. APPLICABLE LAW; ARBITRATION

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

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

The laws of the state where your Home is located shall govern the substance of your claims under this Lease without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement between you and us (a “Dispute”) shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this agreement include but are not limited to: claims arising out of or relating to this Lease; claims arising out of or relating to our relationship; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “Rules”) by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at www.adr.org. The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to

administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the “Rules”) by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

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

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

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph of this Section is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section



(except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute.

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

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

ALL DISPUTES AND DETERMINATIONS CONCERNING THE ARBITRABILITY OF A CLAIM (INCLUDING DISPUTES ABOUT THE SCOPE, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, OR VALIDITY OF THIS AGREEMENT OR THIS SECTION) SHALL BE DECIDED BY THE ARBITRATOR.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF

THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION). THE PHRASE "SMALL CLAIMS COURT" MEANS AND IS INTENDED TO BE LIMITED TO THOSE COURTS THAT HAVE JURISDICTION TO HEAR CIVIL LAWSUITS LIMITED TO DISPUTES WITH A TOTAL AMOUNT IN CONTROVERSY OF TEN THOUSAND DOLLARS (\$10,000) OR LESS.

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

Homeowner's Signature:

DocuSigned by:

Michael Seibold II

DEB26592B85444E...

Co-Owner's Signature

SUSAN MCGOLDRICK

B5F2E6D092C64F0...

21. WAIVER

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

22. NOTICES

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

23. ENTIRE AGREEMENT; CHANGES

This Agreement contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both parties. If any portion of



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

REST OF PAGE INTENTIONALLY LEFT BLANK

24. HEADINGS AND INTERPRETATION

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

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

25. PUBLICITY

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

Homeowner(s)' Initials

26. COMMUNICATIONS EQUIPMENT

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

Homeowner(s)' Initials

**27. ADDITIONAL RIGHTS TO CANCEL**

IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THIS LEASE UNDER SECTION 7 AND BELOW, YOU MAY ALSO CANCEL THIS LEASE AT NO COST AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS LEASE. IF YOU ARE OVER SIXTY-FIVE YOU MAY CANCEL THIS LEASE AT NO COST AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER YOU SIGN THIS LEASE. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

I have read this Agreement and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.

NOTICE OF RIGHT TO CANCEL:**BUYER'S RIGHT TO CANCEL****THREE DAY RIGHT TO CANCEL (ALL CUSTOMERS UNDER 65)**

YOU, THE BUYER, HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN SEVEN BUSINESS DAYS. YOU MAY CANCEL BY E-MAILING, MAILING, FAXING, OR DELIVERING A WRITTEN NOTICE TO THE CONTRACTOR AT THE CONTRACTOR'S PLACE OF BUSINESS BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU RECEIVED A SIGNED AND DATED COPY OF THE CONTRACT THAT INCLUDES THIS NOTICE. INCLUDE YOUR NAME, YOUR ADDRESS, AND THE DATE YOU RECEIVED THE SIGNED COPY OF THE CONTRACT AND THIS NOTICE.

IF YOU CANCEL, THE CONTRACTOR MUST RETURN TO YOU ANYTHING YOU PAID WITHIN 10 DAYS OF RECEIVING THE NOTICE OF CANCELLATION. FOR YOUR PART, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS YOU RECEIVED IT, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE. OR, YOU MAY, IF YOU WISH, COMPLY WITH THE CONTRACTOR'S INSTRUCTIONS ON HOW TO RETURN THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY KEEP THEM WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR, OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

FIVE DAY RIGHT TO CANCEL (SENIOR CITIZENS)

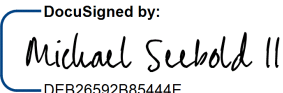
IF YOU ARE OVER SIXTY-FIVE YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN FIVE BUSINESS DAYS. YOU MAY CANCEL BY E-MAILING, MAILING, FAXING, OR DELIVERING A WRITTEN NOTICE TO THE CONTRACTOR AT THE CONTRACTOR'S PLACE OF BUSINESS BY MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER YOU RECEIVED A SIGNED AND DATED COPY OF THE CONTRACT THAT INCLUDES THIS NOTICE. INCLUDE YOUR NAME, YOUR ADDRESS, AND THE DATE YOU RECEIVED THE SIGNED COPY OF THE CONTRACT AND THIS NOTICE.



IF YOU CANCEL, THE CONTRACTOR MUST RETURN TO YOU ANYTHING YOU PAID WITHIN 10 DAYS OF RECEIVING THE NOTICE OF CANCELLATION. FOR YOUR PART, YOU MUST MAKE AVAILABLE TO THE CONTRACTOR AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS YOU RECEIVED IT, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE. OR, YOU MAY, IF YOU WISH, COMPLY WITH THE CONTRACTOR'S INSTRUCTIONS ON HOW TO RETURN THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY KEEP THEM WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE CONTRACTOR, OR IF YOU AGREE TO RETURN THE GOODS TO THE CONTRACTOR AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

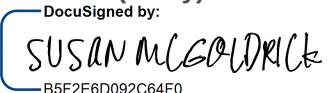
SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.

Homeowner's Name: Michael Seebold II

Signature:  DocuSigned by:
DEB26592B85444E...

Date: April 26, 2023 | 18:35 MDT

Co-Homeowner's Name (if any): SUSAN RENE MCGOLDRICK

Signature:  DocuSigned by:
B5F2E6D092C64F0...

Date: April 26, 2023 | 18:36 MDT

Sunnova Energy Corporation:



Michael Grasso
Authorized Signatory



SCHEDULE A

MONTHLY PAYMENTS

Monthly payment schedule without auto-ACH discount:

Year	Monthly Payment
1	\$295.61
2	\$306.55
3	\$317.92
4	\$329.74
5	\$342.01
6	\$354.77
7	\$368.02
8	\$381.78
9	\$396.09
10	\$410.95
11	\$426.39
12	\$442.44
13	\$459.11
14	\$476.43
15	\$494.42
16	\$513.12
17	\$532.55
18	\$552.73
19	\$573.70
20	\$595.49
21	\$618.13
22	\$641.66
23	\$666.10
24	\$691.49
25	\$717.87


Monthly payment schedule with auto-ACH discount:

Year	Monthly Payment
1	\$280.61
2	\$291.55
3	\$302.92
4	\$314.74
5	\$327.01
6	\$339.77
7	\$353.02
8	\$366.78
9	\$381.09
10	\$395.95
11	\$411.39
12	\$427.44
13	\$444.11
14	\$461.43
15	\$479.42
16	\$498.12
17	\$517.55
18	\$537.73
19	\$558.70
20	\$580.49
21	\$603.13
22	\$626.66
23	\$651.10
24	\$676.49
25	\$702.87


EXHIBIT 1
SELECT THE APPLICABLE NOTICE:
NOTICE OF THREE-DAY RIGHT TO CANCEL (ALL CUSTOMERS UNDER 65)
Buyer Selection
Co-Buyer Selection

The law requires that the contractor give you a notice explaining your right to cancel. Select the checkbox and sign below if the contractor has given you a 'Notice of the Three-Day Right to Cancel.'

NOTICE OF FIVE-DAY RIGHT TO CANCEL FOR SENIOR CITIZENS
X
Buyer Selection
Co-Buyer Selection

For a contract with a senior citizen, the law requires that the contractor give you a notice explaining your right to cancel. Select the checkbox and sign below if the contractor has given you a 'Notice of the Five-Day Right to Cancel.'

You agree that you have selected the appropriate checkbox and have received the APPLICABLE NOTICE OF CANCELLATION attached hereto.

Buyer's Signature:
Michael Seibold II
DEB26592B8544E...
Co-Buyer's Signature:
SUSAN M. GOLDRICK
B5F2E6D092C64F0...

**NOTICE OF CANCELLATION****Date of Transaction:** April 26, 2023 | 18:35 MDT

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sunnova Energy Corporation, 20 East Greenway Plaza Ste 475, Houston, TX 77046 not later than midnight of the date that is three (3) business days from the Transaction Date indicated above.

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

Homeowner's Signature:**Co-Homeowner's Signature:**_____
Michael Seebold II_____
SUSAN MCGOLDRICK**Installation Address:**648 TRENTON ST
EL CAJON, CA 92019Contract ID: **ZO005858100**

**EXHIBIT 1****NOTICE OF CANCELLATION****DUPLICATE**

Date of Transaction: April 26, 2023 | 18:35 MDT

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sunnova Energy Corporation, 20 East Greenway Plaza Ste 475, Houston, TX 77046 not later than midnight of the date that is three (3) business days from the Transaction Date indicated above.

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

Homeowner's Signature:

Co-Owner's Signature:

Michael Seebold II_____
SUSAN MCGOLDRICK**Installation Address:**648 TRENTON ST
EL CAJON, CA 92019Contract ID: **ZO005858100**


NOTICE OF CANCELLATION (FOR SENIOR CITIZEN)
Date of Transaction: April 26, 2023 | 18:35 MDT

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sunnova Energy Corporation, 20 East Greenway Plaza Ste 475, Houston, TX 77046 not later than midnight of the date that is five (5) business days from the Transaction Date indicated above.

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

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

Buyer's Signature:
Co-Buyer's Signature:

 Michael Seebold II

 SUSAN MCGOLDRICK

**NOTICE OF CANCELLATION (FOR SENIOR CITIZEN)**
DUPLICATE**Date of Transaction:** April 26, 2023 | 18:35 MDT

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sunnova Energy Corporation, 20 East Greenway Plaza Ste 475, Houston, TX 77046 not later than midnight of the date that is five (5) business days from the Transaction Date indicated above.

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

Buyer's Signature:**Co-Buyer's Signature:**_____
Michael Seebold II_____
SUSAN MCGOLDRICK



EXHIBIT 2

LIMITED WARRANTY

1. INTRODUCTION

This Limited Warranty (this “Limited Warranty”) is Sunnova’s agreement to provide you warranties on the System you leased. The System will be professionally installed by a contractor acting on Sunnova’s behalf at the address you listed in the Agreement. We will refer to the installation location as your “Property” or your “Home.” This Limited Warranty begins when our contractor starts installing the System at your Home. We look forward to helping you produce clean, renewable solar power at your Home.

2. LIMITED WARRANTIES

a. Limited Warranties

Sunnova warrants the System as follows:

(i) System Warranty

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

(ii) Roof Warranty

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

(iii) System Repair Promise (“System Repair Promise”)

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

(iv) Battery Warranty (“Battery Warranty”) and Repair/Replacement

The Batteries or ESS in your System are covered by a manufacturer’s warranty. You agree that upon signing the Lease, you received the manufacturer’s warranty. If the Batteries in the System fail to perform within the levels specified by the manufacturer’s warranty, Provider will repair the Batteries, seek a replacement under the manufacturer warranty or replace the batteries at its own cost to ensure the Batteries perform within the manufacturer warranty levels during the Agreement Term. Any replacement or repair under this Section is subject to the circumstances described under Section 6 below.

b. Warranty Length

- (i) The warranties in Sections 2(a)(i), 2(a)(iii) and 2(a)(iv) above will start when our contractors begin installing the System at your Home and continue through the entire Agreement Term. Thus, for as long as you lease the System from Sunnova, you will have a System Warranty, Battery Warranty and our System Repair Promise.
- (ii) The Roof Warranty Period may be shorter than the System Warranty and Battery Warranty, as described in Section 2(a)(ii) above.
- (iii) If you have assumed an existing Agreement, then this Limited Warranty will cover you for the remaining balance of the existing Agreement Term.


c. Limitation of Duration of Implied Warranties

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

d. Performance Warranties and Guaranty
(i) Power Production Guarantee

Sunnova guarantees that during the Lease Term the System will generate the guaranteed annual kilowatt-hours (kWh) ("Guaranteed Annual kWh") in the table set forth below as follows:

Year	Guaranteed Annual kWh
1	14,311.08
2	14,239.53
3	14,168.33
4	14,097.49
5	14,027.00
6	13,956.87
7	13,887.08
8	13,817.65
9	13,748.56
10	13,679.82
11	13,611.42
12	13,543.36
13	13,475.64
14	13,408.26
15	13,341.22
16	13,274.52
17	13,208.14
18	13,142.10
19	13,076.39
20	13,011.01
21	12,945.96
22	12,881.23
23	12,816.82
24	12,752.74



25

12,688.97

A. If at the end of the first thirty-six (36) month anniversary of your first monthly payment and each successive twelve (12) month anniversary thereafter, the cumulative Actual Annual kWh (defined below) generated by the System is less than the Guaranteed Annual kWh, **then we will credit your account in an amount** equal to the difference between the cumulative Actual Annual kWh and the Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh (defined below). Your account will be credited this amount within thirty (30) days following the end of the calendar year. Your cumulative Actual Annual kWh is dependent on a shading percentage of 1.28 % on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

The Guaranteed Annual kWh will be lower than the forecasted annual output due to the potential variability in local weather conditions and the impact those conditions have on actual system production.

B. If at the end of the first thirty-six (36) month anniversary of your first monthly payment and each successive twelve (12) month anniversary thereafter the cumulative Actual Annual kWh is greater than the Guaranteed Annual kWh during the first thirty-six (36) month anniversary of your first monthly payment or any subsequent twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Guaranteed Annual kWh then this additional energy is yours at no additional cost.

“Actual Annual kWh” means the AC electricity produced by your System in kilowatt-hours measured and recorded by Sunnova during each successive twelve (12) month anniversary of your first monthly payment. To measure the Actual Annual kWh we will use the Power Monitor or to the extent such services are not available, we will estimate the Actual Annual kWh by reasonable means.

“Guaranteed Energy Price per kWh” means \$0.200 per kWh.

(ii) Output Warranty

The System's electrical output during the first ten (10) years of the Lease Term shall not decrease by more than fifteen percent (15%). This output warranty is in addition to the Energy Production Guarantee in Section 2(d)(i) of this Exhibit 2 and you will be provided a refund credit for underproduction as set forth in Section 2(d)(i).

e. Maintenance and Operation

(i) General

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

(ii) System Monitor:

During the Lease Term, we will provide you at no additional cost our System Monitor service (“System Monitor”). If your System is not operating within normal ranges, we will detect it through the System Monitor and we will remedy any material issues promptly.

The System Monitor will collect and analyze your energy usage data. We may use your energy usage data in an anonymized fashion for reports that might be made public. You authorize Sunnova and its approved installation partners to collect and analyze the usage data from the monitor for the life of the Agreement. Sunnova does not share your personal information with companies, other than its approved installation partners, unless we have asked for and obtained your explicit consent.

(iii) The System Monitor requires access to wireless internet and/or cellular networks in order to operate. You agree to maintain at all times a working wireless internet connection at your Home. You understand that the monitor may use your wireless internet connection and that prolonged periods without working internet connections may alter the manufacturer's warranty for your Battery. If internet or cellular service is not available then we will not be able to monitor the System; and ((A)) you will be required to provide Sunnova with annual production information from your inverter or (B) we, in our sole discretion, will estimate annual



production. In connection with such any such estimated production by us, we will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, we will make the adjustment based on the original kWh expectation attributable to such period.

- (iv) By initialing below, you expressly acknowledge that you have read and agree to this section 2(e) in its entirety.

Homeowner(s)' Initials

--	--

f. Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

- A. emailing us at the email address in Section 8 below;
- B. writing us a letter at the mailing address in Section 8 below and sending it overnight mail with a well-known service;
- C. sending us a fax at the number in Section 8 below; or
- D. creating a claim through our online customer portal (as more particularly set forth in the Solar Service Guide when the System is installed).

(ii) Transferable Limited Warranty

Sunnova will accept and honor any valid and properly submitted Warranty claim made during any Agreement Term by any person who either purchases the System from you or to whom you properly transfer the Agreement in accordance with the terms and conditions of Section 13 of the Agreement.

g. Exclusions and Disclaimer

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

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



- (viii) theft of the System (e.g. if the System is stolen we will replace the System per the Agreement, but we will not repay you for the power it did not produce or for lost stored energy);
- (ix) a power or voltage surge caused by someone other than Sunnova or the Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment;
- (x) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Sunnova's prior written approval; and
- (xi) failure of monitoring services associated with any monitoring equipment that is provided directly by a manufacturer and subject to the manufacturer's terms and conditions.

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

THE LIMITED WARRANTIES DESCRIBED IN SECTION 2 ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY SUNNOVA WITH RESPECT TO THE SYSTEM. SUNNOVA HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3. BATTERIES AND USE OF POWER

The System will include one or more batteries, which will be installed by Sunnova or its contractors. Under normal operating conditions, the installed Batteries should pose no danger to you. However, if mishandled or damaged, the installed Batteries 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 Sunnova liable for any defect related to or resulting from your mishandling of or damage to the Battery.

a. Remote Management and Discharge

You agree that Sunnova shall have the right to remotely monitor, update, control, and cause energy to be discharged or reserved from and in the ESS (Batteries), 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 Sunnova change the mode of the Battery (to discharge or reserve), you will benefit either through direct use of the energy discharged or reserved or the receipt of a net metering credit, as applicable in your utility district. Sunnova further agrees that should it remotely discharge the battery, it will not cause any undue strain on or alter the warranty for the ESS, and in these programs managed by Sunnova, Sunnova will maintain a reserve of no less than a 20% charge in the battery following such discharge in coordination with a third-party program.

You acknowledge and agree that Sunnova 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 ESS energy within the parameters defined above. You further acknowledge that in exchange, you have received beneficial pricing for your Lease, including the ESS, and you hereby waive any and all claims to further compensation from Sunnova or any third party. Notwithstanding the prior sentence, Sunnova from time to time may offer additional opportunities for customer participation in third-party programs subject to a separate agreement, and you may be eligible to receive compensation from Sunnova in connection with such programs.

b. Backup Power

Your system will provide limited backup power in the event of a utility outage. Sunnova may direct for the use or export within certain limited circumstances, described above, of up to 80% of the stored energy from the battery. You acknowledge and agree that only the energy in the ESS, if any, at the time of a grid outage will be available to you for backup power services as well as any additional energy produced and charged by the solar system during that outage. Sunnova provides no guarantee or warranty that Battery backup capacity will be available without interruption during every power outage. You agree that Sunnova will not be liable in the event



the ESS fails to provide backup power and Sunnova disclaims any such liability irrespective of the reason for such failure. **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.**

By initialing below, you expressly acknowledge that you have read and agree to this section 3 in its entirety.

Homeowner(s)' Initials

DS MS DS SM

4. SUNNOVA'S STANDARDS

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

5. SYSTEM REPAIR OR REMOVAL

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

6. FORCE MAJEURE

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

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

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



reasonable diligence); power or voltage surge caused by someone other than Sunnova including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Sunnova or under its control.

Performance times under this Limited Warranty may be considered extended for a period of time equivalent to the time lost due to such conditions. In certain circumstances, when the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Limited Warranty and the Agreement may be suspended during the duration of the Force Majeure Event and then the term of the Limited Warranty and the Agreement will be extended for a period of time equivalent to the time lost due to such Force Majeure conditions.

7. LIMITATIONS ON LIABILITY

a. No Consequential Damages

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

b. Limit of Liability

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

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

8. NOTICES

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

TO SUNNOVA: Sunnova Energy Corporation
P.O. Box 56229
Houston, TX 77256
Attention: Warranty Claims
Telephone: 855.277.6379
Facsimile: 281.985.9907
Email: customerservice@sunnova.com

TO YOU: At the billing address in the Agreement, through the customer portal, or any subsequent billing address you give us.

9. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

Sunnova may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Sunnova's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who leases the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.



Sunnova SunSafe® Solar + Battery Storage Service
Easy Plan™ Equipment Lease



EXHIBIT 3

STATE SPECIFIC ADDENDUM – CALIFORNIA

Mechanics' Lien Warning.

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice Regarding Performance and Payment Bonds.

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

Arbitration of Disputes

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION (SEE SECTION (ABOVE) DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE



BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

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

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

Homeowner(s)' Initials

DS	DS
MSI	SM



INFORMATION ABOUT COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

☐ **Is this insurance required?**

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

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

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

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

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

Contractor is self-insured.

☐ _____ does not carry Commercial General Liability Insurance.
(CONTRACTOR'S NAME)

☐ _____ carries Commercial General Liability Insurance.
(CONTRACTOR'S NAME)

The insurance company is _____.
(COMPANY NAME)

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

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



HOMEOWNER'S CHECKLIST

✓ Check Out Your Contractor

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

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

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

Did you call them?

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

✓ Check Out the Contract

- ☐ Did you read and do you understand your contract?

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

Contact the CSLB if you don't know.

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

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

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

- ☐ Are you required to pay a down payment?

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

- ☐ Is there a schedule of payments?

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

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

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

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

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



Enphase Energy, Inc. Encharge™ Storage System Limited Warranty – United States, United States Territories, and Canada

1. **Limited Warranty.** Subject to the terms of this Limited Warranty, Enphase Energy, Inc. ("**Enphase**") provides this Limited Warranty, which consists of both the "Workmanship Warranty" and the "Capacity Retention Warranty" described below, to the Covered Owner (defined below) for the product(s) covered by this Limited Warranty listed below and installed for use at the original end user location (the "**Original Location**") (each a "**Covered Product**"), for the applicable product warranty period set forth below (each, a "**Warranty Period**"), provided that the Original Location is located within the following territories: United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. This Limited Warranty is valid only when the Covered Products are sold by Enphase itself or by an Enphase-authorized reseller and is valid to the extent permitted by the applicable laws of the territories mentioned above.

<u>Covered Product</u>	<u>Limited Warranty Period</u>
Enphase Encharge™ storage systems with SKUs: Encharge-3-1P-NA Encharge-3T-1P-NA Encharge-10-1P-NA Encharge-10T-1P-NA	The Limited Warranty Period begins on the earlier of (i) 9 months from the date of manufacture of the Covered Product and (ii) the date the Covered Product is activated at the Original Location (such applicable date referred to herein as the " Warranty Activation Date ") and ends on the earlier of (a) 10 years from the Warranty Activation Date, (b) 4,000 discharged cycles, or (c) 2.8MWh AC energy throughput per kWh of rated capacity.

*A Covered Product is considered "activated" when the storage system has received "permission to operate" by authorities having jurisdiction.

- (a) The Limited Workmanship Warranty (the "**Workmanship Warranty**"). During the Limited Warranty Period, the Covered Product will, under use and conditions set out in the Quick Installation Guide and the Installation Manual, (1) materially conform to the Covered Product specifications set out in the Installation Manual and (2) be free from defects in workmanship and materials. All Workmanship Warranty claims must be submitted to Enphase within ninety (90) days from the discovery of the defect. The Quick Installation Guide may be found at www.enphase.com/encharge-3-10-qig/ and the Operation Manual may be found at www.enphase.com/encharge-3-10-manual/.
- (b) The Limited Capacity Retention Warranty (the "**Capacity Retention Warranty**"). During the Warranty Period, the Covered Product will maintain the ability to store and discharge an energy capacity of at least seventy percent (70%) of the Covered Product nameplate rating, provided that: (1) the average annual internal temperature of the Covered Product (the "**Average Annual Internal Temperature**") does not exceed twenty-three degrees Celsius (23°C) in any rolling one-year period and (2) the ambient temperature of the location where the Covered Product is installed (the "**Ambient Temperature**") does not exceed (a) forty degrees Celsius (40°C) for five percent or more (≥5%) of the Warranty Period; (b) fifty degrees Celsius (50° C) for more

Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

than one (>1) continuous hour; (c) fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more (≥5%) of the Warranty Period. Enphase will measure the Average Annual Internal Temperature by using the temperature sensors located inside the Covered Product. The rated capacity of the Covered Product is based on a 3.36 kWh charge capacity for Encharge-3-1P-NA and Encharge-3T-1P-NA, and 10.08 kWh charge capacity for Encharge-10-1P-NA and Encharge-10T-1P-NA as measured during a continuous charge from zero to full capacity at a current less than 8 A AC for Encharge-3-1P-NA and Encharge-3T-1P-NA and less than 24 A AC for Encharge-10-1P-NA and Encharge-10T-1P-NA at a temperature of 25°C (+/- 3°C).

2. Subject to Section 3, this Limited Warranty is also conditioned on the Covered Owner registering the Covered Product within forty-five (45) days from the date of first installation (the “**Registration**”) by either (1) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth in this Section 2; (2) registering on-line at www.enphase.com/register-my-product; or (3) registering through Enphase’s Enlighten™ application when an Envoy™ product or IQ combiner is purchased and installed as part of the PV solar or storage system.

Return Registration Card to:

Enphase Energy, Inc.
Attn: Product Registration NA
Customer Service
1819 S. Cobalt Point Way
Meridian, ID 83642
United States of America

3. IF THE COVERED OWNER IS A RESIDENT OF CALIFORNIA, CONNECTICUT, OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN SECTION 2 ABOVE SHALL NOT APPLY.
4. For the purposes of this Limited Warranty, the “**Covered Owner**” shall mean the person or entity that purchases and installs (or has installed) the Covered Product from Enphase or an Enphase-authorized reseller at the Original Location. In addition, Covered Owner shall include subsequent transferees (each, a “**Transferee**”) as long as (1) the Covered Product remains at the Original Location, (2) the Transferee submits to Enphase a “Change of Ownership Form,” (3) the Transferee pays the applicable transfer fee (“**Transfer Fee**”) set forth in the Change of Ownership Form within 30 days from the date of transfer to the Transferee, and (4) if applicable, the Transferee complies with the Registration requirement in Section 2. The submission of a Change of Ownership Form is required for continued Limited Warranty coverage. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at Enphase’s discretion). The Change of Ownership Form and payment instructions for the Transfer Fee are available at <https://enphase.com/en-us/support/how-to-transfer-ownership>.
5. In addition to the exclusions in Section 8, the Limited Warranty does not apply to, and the term “Covered Product” shall not include, any third-party products that may be installed with the Covered Products at the Original Location.
6. **How to Obtain Warranty Service.**
 - a. To obtain warranty service for a Covered Product, the Covered Owner must comply with the Return Merchandise Authorization (RMA) Procedure available at <https://enphase.com/en-us/support/return-merchandise-authorization-procedure>. If Enphase instructs the Covered Owner to return the Covered Product to Enphase, the RMA Procedure allows Covered Owners to generate a prepaid mailing label for the return. If a Covered Owner returns a Covered Product to Enphase (a) without an RMA from Enphase or (b) without all parts

Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

included in the original package, Enphase retains the right to either (1) refuse delivery of such return; or (2) charge a restocking fee equal to the higher of fifteen (15) per cent of the original Covered Owner's purchase price of the Covered Product or the retail value of the missing parts. We recommend that Covered Owners use a tracking service for their protection.

- b. By returning a Covered Product, Covered Owner hereby acknowledges that ownership of the Covered Product is transferred to Enphase upon Enphase's receipt of the Covered Product. If the claim is justified based on this Limited Warranty, Enphase will bear the cost of shipping the repaired or replacement Covered Product to Covered Owner (or to the installer authorized by Covered Owner to replace the Covered Product) at the Original Location. Any Covered Product returned to Enphase that Enphase determines is not covered under this Limited Warranty, or that is returned to Enphase without a valid RMA, may be rejected, and returned at the Covered Owner's cost (subject to prepayment), or kept for 30 days for pick-up by the Covered Owner, and then disposed of in Enphase's sole discretion without further liability or obligation to Covered Owner.
- c. Once a returned Covered Product is received and inspected, Enphase will notify Covered Owner (or the installer authorized by Covered Owner to replace the Covered Product) that Enphase has received the returned Covered Product.

7. Remedies.

- a. During the applicable Warranty Period, if Enphase confirms the existence of a defect that is covered by the Limited Workmanship Warranty, Enphase will, at Enphase's option, either (1) repair or replace the Covered Product free of charge, or (2) refund the Covered Owner the actual purchase price for the Covered Product less reasonable depreciation based on use at the time the Covered Owner notifies Enphase of the defect. Enphase will not elect to issue a refund unless (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) Covered Owner is willing to accept such a refund. In the event of a defect, to the extent permitted by law, these are the Covered Owner's sole and exclusive remedies.
- b. During the applicable Warranty Period, if Enphase establishes the existence of a defect that is covered by the Limited Capacity Retention Warranty, Enphase will, at Enphase's option, either (1) repair or replace the Covered Product free of charge, (2) issue a pro-rated refund for the Covered Product to the Covered Owner in an amount up to its actual value at the time the Covered Owner notifies Enphase of the defect, or (3) issue a pro-rated credit for the capacity lost over the Warranty Period, as determined in Enphase's sole discretion, towards the Covered Owner's purchase of a new Enphase Encharge™ storage system. Enphase will not elect to issue a refund or a credit unless (i) Enphase is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, or (ii) Covered Owner is willing to accept such a refund.
- c. If Enphase repairs or replaces the Covered Product, (1) Enphase will, at its option, use new and/or reconditioned parts or products of original or improved design, and (2) the Limited Warranty will continue to apply to the repaired or replacement product for the remainder of the original Limited Warranty Period or ninety (90) days from the date Covered Owner receives the repaired or replacement product, whichever is later.
- d. If Enphase issues a refund or a credit, as applicable (rather than providing a repaired or replacement Covered Product), such refund or credit, as applicable, will be processed and paid within 2 weeks of Enphase's receipt of the Covered Product.

8. Limited Warranty Limitations and Exclusions.

Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

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- a. This Limited Warranty does not include any cost of labor or other costs related to (1) un-installing Covered Product; (2) re-installing a repaired or replacement product, or (3) the removal, installation or troubleshooting of the Covered Owner's electrical systems.
 - b. The Limited Warranty does not cover, and Enphase will not be responsible for, shipping damage or any other damage caused by mishandling of products by the freight carrier.
 - c. This Limited Warranty does not apply to, and Enphase will not be responsible for, any defect in or damage to any products: (1) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that have been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the Quick Install Guide, Installation Manual, or applicable laws or regulations; (3) that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the applicable Covered Product Data Sheet (as published online at www.enphase.com), including high input voltage from generators or lightning strikes; (4) that have been subjected to damage caused by third party components not provided by Enphase and used with the Covered Products or any damage to the Covered Products caused by service performed by anyone who is not a representative of Enphase; (5) if the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed (other than by fading through regular wear and tear); (6) if the Grid Profile (utility approved operating parameters) of the Covered Product has been altered, and such alteration causes the product to malfunction, fail, or fail to optimally perform; (7) if the Covered Product is kept in an area where the Average Annual Internal Temperature of the Covered Product exceeds twenty-three degrees Celsius (23°C) in any rolling one-year period; or (8) if the Ambient Temperature (a) exceeds forty degrees Celsius (40°C) for five percent or more (≥5%) of the Limited Warranty Period or; (b) exceeds fifty degrees Celsius (50°C) for more than one (>1) continuous hour; (c) exceeds fifty five degrees Celsius (55°C) at any time; or (d) goes below zero (0°C) for five percent or more (≥5%) of the Limited Warranty Period.
 - d. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of the Covered Products; noise or vibrations that are not excessive or uncharacteristic and do not impact the Covered Product's Performance; or any defects or parts requiring replacement due to ordinary wear and tear, corrosion, rust or stains, scratches, dents on the casing or paintwork of the Covered Product. The Limited Warranty does not cover costs related to the removal, installation, or troubleshooting of the Covered Owner's electrical systems.
 - e. For the avoidance of doubt, software programs installed in the Covered Products and the recovery and reinstallation of such software programs and data are not covered under this Limited Warranty. Enphase does not warrant that the operations of the Covered Product will be uninterrupted or error-free. No Enphase employee or authorized reseller is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.
9. **Assignment.** Enphase expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

10. Disclaimer of Warranties.

Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ENPHASE AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

THE GRANT OF THIS LIMITED WARRANTY BY ENPHASE IS CONDITIONED UPON AGREEMENT BY THE COVERED OWNER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO COVERED OWNER. THIS LIMITED WARRANTY GIVES COVERED OWNER SPECIFIC LEGAL RIGHTS, AND COVERED OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

11. Limitation of Liability.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ENPHASE BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to Covered Owner.

12. **Governing law.** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction.

13. Arbitration.

- a. ***Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires Covered Owner (“you”) to arbitrate disputes with ENPHASE and limits the manner in which you can seek relief from Enphase (“us”).***
- b. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Covered Products, or to any aspect of your relationship with Enphase, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Enphase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- c. **Arbitration Rules and Forum.** For any dispute with Enphase in connection with this Limited Warranty, Covered Owner agrees to first contact Enphase at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (“JAMS”). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance

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with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that Covered Owner cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Enphase will pay them for Covered Owner. In addition, Enphase will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

- d. **Waiver of Jury Trial.** YOU AND ENPHASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ENPHASE are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in sections above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE COVERED OWNER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER COVERED OWNER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim must be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.
- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Enphase Energy, Inc., 47281 Bayside Parkway, Fremont, California, 94538, attention: General Counsel, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: legal@enphaseenergy.com. Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Enphase Energy, Inc. Encharge™ storage system Limited Warranty — United States, United States Territories, and Canada

- g. **Severability.** Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Enphase.

SOLAR LEASE DISCLOSURE

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

Read all documents carefully so you fully understand the transaction.

For more information on being a smart solar consumer please visit www.seia.org/consumers.

LESSOR: Sunnova Energy Corporation 20 E. Greenway Plaza, Ste 475 Houston, TX 77046 Tel.: 281-985-9900 License # (if applicable): 1003498 Email: customerservice@sunnova.com	INSTALLER/CONTRACTOR LGCY Installation Services LLC License: AZ: ROC 335976; NC: U.34871; FL: EC13006601; TX: 36397 MO: 2022005436 AR: 50913 UT: 12627966-5501 NV: 0089984 CO: EC.0102298 SALESPERSON: Reagan Bjornson HIS #: LGCY Installation Services LLC Tel : (801) 879-8824 Email: lgy.reaganbjornson@lgcypower.com	WARRANTY/MAINTENANCE PROVIDER: (Same as Lessor) Address: Tel.: License # (If applicable): Email:
LESSEE: Michael Seebold II Customer ID: ZO005858100 System Installation Address: 648 TRENTON ST, EL CAJON, CA, 92019, US Lessee Mailing Address: 648 TRENTON ST, EL CAJON, CA, 92019, US Email: see_bold@yahoo.com Contract Date: April 26, 2023 18:35 MDT NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO LEASE A SOLAR ELECTRICITY GENERATING SYSTEM AND BATTERY. YOU WILL LEASE (NOT OWN) THE SYSTEM AND BATTERY INSTALLED ON YOUR PROPERTY.		

Amount & Term (A)	Amount Due Up-Front (B)	Total Estimated Lease Payments (C)	Other Possible Charges (D)
☒ Your monthly payment during the first year of the Lease: <u>\$280.61</u> . You will receive a \$15.00 discount each month when you set up automatic payments from your checking or savings account (pricing above already reflects discount). The initial term of Lease: ☒ 25.00 Years ☒ 300 Months See Box G , "Lease Payment Escalator", for factors that may affect the amount of future monthly payments.	Amount you owe at Lease signing: <u>\$0.00</u> Amount you owe at the commencement of installation: <u>\$0.00</u> Amount you owe at the completion of installation: <u>\$138,361.00</u> (payable in monthly payments, including ACH discount, and excluding taxes) Total up-front payments: <u>\$0.00</u>	Total of all your monthly payments and estimated taxes over the course of Lease: <u>\$138,361.00</u> (pricing above already reflects discount). Your estimated total Lease payments over the initial term of the Lease excluding taxes are: <u>\$138,361.00</u> (pricing above already reflects discount). Your estimated total tax payments over the initial term of the Lease are <u>\$0.00</u> based on estimated average monthly tax payment of <u>\$0.00</u> (pricing above already reflects discount). Incentives Included in Your Estimated Lease Payments: <u>None</u>	Other charges you may have to pay under your Lease: Late Charge: If a payment is more than <u>16</u> days late, payments accrue interest at <u>1%</u> per month OR <u>12%</u> annually not to exceed the maximum allowable by law Estimated System Removal Fee: At homeowner's expense if required within the Initial Term. Removal cost TBD upon removal request. UCC Notice Removal and Re-filing Fee: If you refinance your mortgage, you may have to pay <u>\$300.00</u> for fees charged to us by the local jurisdiction and processing fees. Returned Checks: If any check or withdrawal right is returned or refused by your bank, you may be charged: <u>\$25.00</u> (or a lower amount if required by law) Non-Connection to Internet: If you do not maintain a high-speed internet connection, you will be charged a monthly fee of <u>\$0.00</u> and/or your monthly payments may be based upon estimates. Non-connection may affect any guarantee. See Box N . Automatic Bank Withdrawals (ACH): <u>\$15.00</u> per month discount if you pay your Lease using ACH

Number of Lease Payments (E)	When Payments Are Due (F)	Lease Payment Escalator (G)
Number of Lease payments: <u>300</u>	Your first Monthly Payment (which includes sales tax, if applicable) of \$295.61 is due on the first Payment Date. During contract validation, you will choose one of the available payment date options for your Payment Date. After your first Monthly Payment, 299 additional Monthly Payments will be due on the same day of each following month. Please refer to Schedule A for the amounts of these payments. You will receive: ☒ Electronic Invoices (sent to your email address above) ☐ Paper Invoices (sent to your U.S. mail address above)	Your Lease MAY or MAY NOT have a payment escalator. If your Lease HAS a payment escalator, your lease payment will INCREASE ANNUALLY by <u>3.90 %</u>
Site & Design Assumptions for your Leased System (H) - Estimated size of the System in kilowatts: <u>10.000</u> (kWdc) - Estimated gross annual electricity production in kilowatt-hours (kWh) from your leased System in the first year of the Lease: <u>16,836.57</u> - Estimated annual System production decrease due to natural aging of the System: <u>0.50%</u> - System location: <u>648 TRENTON ST, EL CAJON, CA, 92019, US</u> - System ☒ WILL ☐ WILL NOT be connected to the electric grid - At the time of installation, your local utility ☒ DOES ☐ DOES NOT credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.		
Security Filings (I) Lessor ☐ WILL ☒ WILL NOT place a lien on your home as part of entering the Lease. Lessor ☒ WILL ☐ WILL NOT file a fixture filing or a UCC-1 on the System. The UCC-1 is a public filing providing notice that Lessor owns the System, but is not a lien.		
System Maintenance & Repairs (J) "System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance ☒ IS ☐ IS NOT included for <u>25</u> years by <u>Lessor</u> (e.g., Installer, Maintenance Provider). You are required to perform the following system maintenance: <u>Keep modules and panels clean and maintain level of shading in existence at time of installation</u> See <u>Agreement § 4</u> "System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs ☒ ARE ☐ ARE NOT provided by the <u>Lessor</u> (e.g. Installer, Other). Please review your Lease and Limited Warranty for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.		
Roof Warranty (K) Your roof ☒ IS ☐ IS NOT warranted against leaks from the System installation for <u>10</u> years by <u>Lessor</u> (e.g. Provider, Installer, Other). Your roof ☒ IS ☐ IS NOT warranted against leaks caused by removal of the System for a period of <u>1</u> year(s) following System removal. Any portions of your roof impacted by the System ☒ WILL ☐ WILL NOT be substantially returned to their original condition upon the removal of the System (ordinary wear and tear excepted).		

Transferring Your Lease and Selling Your Home (L)

If you sell your home, you ☒ **MAY** ☐ **MAY NOT** transfer the Lease to the purchaser(s) of your home. If you may transfer the Lease, the transfer will be subject to the following conditions:

- ☒ Credit check on the purchaser(s)
- ☒ Minimum FICO score requirement: 650
- ☐ Transfer fee of \$
- ☒ Assumption of Lease by purchaser(s)
- ☐ Other _____

If you sell your home, you ☒ **ARE** ☐ **ARE NOT** permitted to move the System to a new home.
You may also have the option to prepay some or all of the Lease balance as part of or prior to a transfer.

Transfer of Obligations by Lessor (M)

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

System Guarantee (N)

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

- ☒ System performance or electricity production guarantee
- ☐ Other type of System guarantee
- ☐ No System guarantees

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

Utility and Electricity Usage/Savings Assumptions (O)

You ☒ **HAVE** ☐ **HAVE NOT** been provided with a savings estimate ("Estimate") based on your Lease.

If you HAVE been provided with an Estimate, Lessor provides the following:

Lessor ☐ **IS** ☒ **IS NOT** guaranteeing these savings.

Lessor ☒ **IS** ☐ **IS NOT** using savings calculations that conform to the *SEIA Solar Business Code*. See **Box R** or www.seia.org/code.

Your Estimate was calculated based on:

- ☐ Your estimated prior electricity use
- ☒ Your actual prior electricity use
- ☐ Your estimated future electricity use
- ☐ Any escalator in your monthly Lease price

Your Estimate assumes the following:

- ☐ Years of electricity production from the System: _____
- ☒ A current estimated **utility electricity rate** of \$0.510 [cost per kilowatt-hour] during the first Lease year with estimated increases of 4.9 % annually. Lessor based this estimate on the following source(s): Installer / Lessee.
- ☐ Your utility will continue to credit you for excess energy your System generates at **ESTIMATED FUTURE CURRENT** utility electricity rates

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

Renewable Energy Certificates (RECs) (P)

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

Cooling Off Period/ Right to Cancel (Q)

In addition to any rights you have under state or local law, you ☒ **HAVE** ☐ **DO NOT HAVE** the right to terminate the Contract without penalty no less than three business days from the date of this transaction by notifying Provider in writing at the above address. Consult your agreement for specific terms.

SEIA Solar Business Code (R)

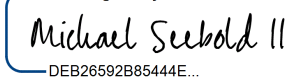
Installer and Lessor ☒ **DOES** ☐ **DOES NOT** abide by and agree to be bound by the *SEIA Solar Business Code* (www.seia.org/code) and its complaint resolution process. For more information about the *SEIA Solar Business Code* and complaint resolution process, please visit www.seia.org/consumers or email SEIA at consumer@seia.org.

Additional Disclosures or Terms (S)

Your System contains a battery. Refer to the Limited Warranty for specific information regarding your battery and the Manufacturer Warranty. Your system will provide limited back up power in the event of a utility outage.

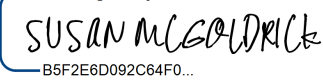
BY SIGNING BELOW, YOU AGREE THAT YOU HAVE RECEIVED AND REVIEWED DISCLOSURES A-S ABOVE:

Homeowner's Name: **Michael Seibold II**

Signature: 
 DEB26592B85444E...

Date: April 26, 2023 | 18:35 MDT

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

Signature: 
 B5F2E6D092C64F0...

Date: April 26, 2023 | 18:36 MDT

Individual Completing this Form:

Name: Michael Grasso

Title: Authorized Signatory

Date: April 26, 2023 | 18:35 MDT

Signature: 

Company: Sunnova Energy Corporation



ELECTRONIC FUNDS TRANSFER OR CREDIT CARD PAYMENT AUTHORIZATION

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

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

1. AUTHORIZATION

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

2. REJECTED PAYMENTS

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

3. BANK FEES

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

4. EARLY PAYMENT

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

5. RIGHTS REGARDING VARYING AMOUNTS

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

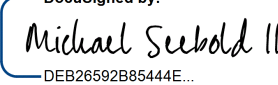
6. PROCEDURES UPON PAYMENT IN FULL

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

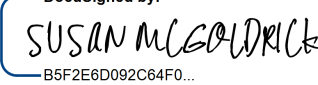


BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS OF THIS AUTHORIZATION ABOVE AND AGREE TO BE BOUND BY ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AUTHORIZATION. I REPRESENT THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO WITHDRAW FUNDS FROM OR INITIATE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

Homeowner's Name: Michael Seebold II

Signature:  DocuSigned by:
Date: April 26, 2023 | 18:35 MDT
DEB26592B85444E...

Co-Homeowner's Name (if any): SUSAN RENE MCGOLDRICK

Signature:  DocuSigned by:
Date: April 26, 2023 | 18:36 MDT
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