



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

This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or only unit(s) ).
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF
El Cajon, COUNTY OF San Diego, STATE OF CALIFORNIA,
DESCRIBED AS 1494 Dumar Ave, El Cajon, CA 92019

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 02-05-2026. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

II. SELLER'S INFORMATION

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

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

Seller is occupying the property.

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

- Range / Cooktop, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s)
Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa, Locking Safety Cover
Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other Helix Water District, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in 220 Volt Wiring in Fireplace(s) in Living room
Gas Starter Roof(s): Type: Shingle Age: Unknown (approx.)

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes/No. If yes, then describe. (Attach additional sheets if necessary):

List of items in the home may not be complete. Any items remaining in home at time of sale will be left. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

(\*see note on page 2)



Property Address: 1494 Dumar Ave, El Cajon, CA 92019 Date: 02-05-2026

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following?  Yes  No. If yes, check appropriate space(s) below.  
 Interior Walls  Ceilings  Floors  Exterior Walls  Insulation  Roof(s)  Windows  Doors  Foundation  Slab(s)  
 Driveways  Sidewalks  Walls/Fences  Electrical Systems  Plumbing/Sewers/Septics  Other Structural Components  
(Describe: \_\_\_\_\_)

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

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

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

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

**2) Shared fence line with adjoining house. 12) Property has CC&Rs**

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

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

Seller Brad Bonney Authorized signer on behalf of Opendoor Property Trust I Date 02-05-2026

Seller \_\_\_\_\_ Date \_\_\_\_\_

Property Address: 1494 Dumar Ave, El Cajon, CA 92019 Date: 02-05-2026

**III. AGENT'S INSPECTION DISCLOSURE**

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

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

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

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 02-05-2026  
(Please Print) (Associate Licensee or Broker Signature)

**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

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

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

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

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

Seller Brad Bonney Date 02-05-2026 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller Authorized signer on behalf of Opendoor Property Trust I Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 02-05-2026  
(Please Print) (Associate Licensee or Broker Signature)

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

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

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

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

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

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

Seller makes the following disclosures with regard to the real property or manufactured home described as 1494 Dumar Ave, El Cajon, CA 92019, Assessor's Parcel No. 511-422-11-00 situated in El Cajon County of San Diego California ("Property").

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

- 1. Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain.
2. Note to Seller, PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
3. Note to Buyer, PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
4. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No."
5. DOCUMENTS: ARE YOU (SELLER) AWARE OF... Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller.

- 6. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...
A. Within the last 3 years, the death of an occupant of the Property upon the Property
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine.
C. The release of an illegal controlled substance on or beneath the Property
D. Whether the Property is located in or adjacent to an "industrial use" zone
E. Whether the Property is affected by a nuisance created by an "industrial use" zone
F. Whether the Property is located within 1 mile of a former federal or state ordnance location
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision
H. Insurance claims affecting the Property within the past 5 years
I. Matters affecting title of the Property
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3
K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums

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SPQ REVISED 12/24 (PAGE 1 OF 4)

Buyer's Initials

Seller's Initials BB

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)



Property Address: 1494 Dumar Ave, El Cajon, CA 92019

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

**7. REPAIRS AND ALTERATIONS:**

**ARE YOU (SELLER) AWARE OF...**

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

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

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

Explanation, or  (if checked) see attached: (D) Interior and exterior painting done for the property. (F) See attached renovation summary

**(B) Owned solar panels present in the property, buyer should have their own inspection. E. Home was built prior to 1978 - See Lead Based Paint Addendum.**

**8. STRUCTURAL, SYSTEMS AND APPLIANCES:**

**ARE YOU (SELLER) AWARE OF...**

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

Explanation: (A) See attached additional sheet (B) See section 7B

**9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**

**ARE YOU (SELLER) AWARE OF...**

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

Explanation: \_\_\_\_\_

**10. WATER-RELATED AND MOLD ISSUES:**

**ARE YOU (SELLER) AWARE OF...**

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

SPQ REVISED 12/24 (PAGE 2 OF 4)

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials BB

**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)**

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

New Forms



Property Address: 1494 Dumar Ave, El Cajon, CA 92019

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

**11. PETS, ANIMALS AND PESTS:** **ARE YOU (SELLER) AWARE OF...**  
A. Past or present pets on or in the Property .....  Yes  No  
B. Past or present problems with livestock, wildlife, insects or pests on or in the Property .....  Yes  No  
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above .....  Yes  No  
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above .....  Yes  No  
If so, when and by whom \_\_\_\_\_  
Explanation: \_\_\_\_\_

**12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:** **ARE YOU (SELLER) AWARE OF...**  
A. Surveys, easements, encroachments or boundary disputes .....  Yes  No  
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage.....  Yes  No  
C. Use of any neighboring property by you .....  Yes  No  
Explanation: \_\_\_\_\_

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

13B (1) & (2) Unknown. Seller has never occupied the property; the buyer should have their own inspection to confirm.

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

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

SPQ REVISED 12/24 (PAGE 3 OF 4) Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials BB!

**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)**



Property Address: 1494 Dumar Ave, El Cajon, CA 92019  
Explanation: (D) Shared fence line with adjoining house.

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

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

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

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

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

Seller Brad Bonney Authorized signer on behalf of Opendoor Property Trust I Date 02-05-2026  
Seller \_\_\_\_\_ Date \_\_\_\_\_

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

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

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**1494 Dumar Ave, El Cajon, CA 92019 - Additional sheet**

**Section 8A**

**Fence: Repaired and replaced damaged fence as needed**

**Electrical System: Replaced smoke/CO detector as needed; Ran new line For GFCI in bathroom**

**Interior walls: Repaired all drywall in laundry room as needed**

**Floors: Seller installed new LVP flooring in various locations before sale. Buyer and buyer's agent to independently verify**

**Buyer is aware that the security system does not convey with sale of the home. Electronic Locksets, Kwikset 914 (or similar, present and in place) will be removed and replaced with a standard lock prior to the close of escrow.**

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

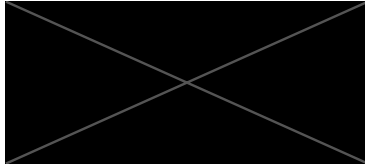
**This seller disclosure was revised on 02-05-2026**

# Opendoor

Information on permits (if any) may be obtained from the contractor.

1494 Dumar Ave, El Cajon, CA 92019

Description	Contractor	Contractor Information
<p>Refinished the tub/shower tile surround as needed Repaired and replaced damaged fence area as needed Full Exterior painting done Repaired all stucco damages throughout house Refinished shower walls in bathroom as needed Painted cabinet doors, interiors and box faces with new hardware Repaired all drywall in laundry room Full Interior painting done</p>	<p>G 3 Equity - SAN</p>	<p>G 3 Equity - SAN g3equity@gmail.com (310) 867-1045</p>
<p>Installed LVP flooring as needed</p>	<p>Redi Carpet Inc - SAN-S</p>	<p>Redi Carpet Inc - SAN-S eddie.yniguez@redicarpet.com (619) 395-3285</p>



Check out MyEnergyCenter.com where you can pay your energy bill, schedule services, check power outages and more.

This winter, make your bills more predictable with the Level Pay Program. Learn more at sdge.com/LPP.

Payment Agreement

Payment Agreement

Thank you for making arrangements to pay your account balance. Our records indicate that on **Mar 26, 2025** we set up a payment agreement as shown in the pay agreement plan section of this bill. According to this agreement the following payments must be received **before 5 pm** on the dates shown below.

Payment agreement amount of **\$192.00** due **Nov 23, 2025**.

Remaining account balance covered by the payment agreement **\$1,929.42**.

Your payment agreement covers charges that are or may become delinquent.

Need more time to pay? We're here to help. Visit sdge.com/PaymentHelp to set up payment arrangements.

**Bill Discount:** You can save 30% or more on your monthly energy bill. Eligibility is based on participation in certain public assistance programs or current household income and the number of people living in your home. To apply, call 1-877-646-5525 or visit sdge.com/CARE.

**Descuento en la factura:** Puede ahorrar un 30% o más en su factura mensual de energía. Los requisitos del programa se basan en la participación en ciertos programas de asistencia pública, o el ingreso anual y el número de personas que viven en el hogar. Para aplicar, llame al 1-877-646-5525 o visite sdge.com/CARE.

**Debt forgiveness:** SDG&E's Arrearage Management Payment (AMP) plan can help income-qualified customers reduce past-due account balances. For details, call 1-800-411-SDGE (7343) or visit sdge.com/AMP.

**Base Services Charge (BSC):** Per California Assembly Bill 205, your bill now shows electric delivery charges in a new way. The BSC captures some of the fixed costs for the electric grid, including customer service, transformers and meters, which help ensure safe and reliable electric delivery to your home. (Continued on next page)

PLEASE KEEP THIS PORTION FOR YOUR RECORDS. (FAVOR DE GUARDAR ESTA PARTE PARA SUS REGISTROS.)  
PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. (FAVOR DE DEVOLVER ESTA PARTE CON SU PAGO.)



ACCOUNT NUMBER  
0010 2185 7439 5

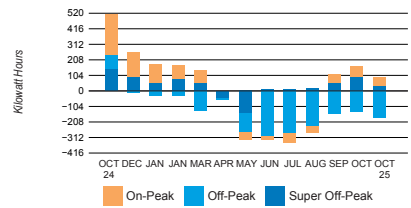
PAY ONLINE  
MyEnergyCenter.com

SERVICE ADDRESS: 1494 DUMAR AVE EC 92019



Payment of \$192.00 is required at this time.  
Your NEM service will true-up on Feb 2, 2026

Electric Usage History (Total kWh used)



Electric usage summary: -86 kWh used, Daily avg kWh -2.9, Daily avg kWh last month 0.9, Change in daily avg kWh from last year 116.8%, Change in daily avg kWh from last month 419.7%, Max monthly demand 5.7, Max annual demand 8.2, Days in billing cycle 30.

Payment of \$192.00 is required at this time.  
Your NEM service will true-up on Feb 2, 2026

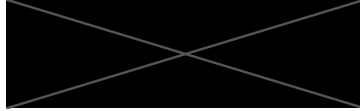
Please enter amount enclosed.

\$ [ ]

Write account number on check and make payable to San Diego Gas & Electric.

SAN DIEGO GAS & ELECTRIC  
PO BOX 25111  
SANTA ANA CA 92799-5111

5 2 90000102185743900000192000000019200



SDG&E® will not earn more profit because of this change. For more information, visit [sdge.com/BaseServicesCharge](http://sdge.com/BaseServicesCharge).

### Account Summary

Previous Balance			\$2,232.04
Payment Received	10/23/25	THANK YOU	- 110.62
Remaining Pay Agreement Balance			- 1,929.42
Balance			192.00
Current Charges			+ .00
<b>Total Amount Due</b>			<b>\$192.00</b>

### Net Metering Account Summary

Previous NEM YTD Balance		\$154.43
Current Charges		+ 27.17
<b>NEM Year-to-Date Balance</b>		<b>\$181.60</b>

*\*Payment not required for NEM charges. Your account will true up on Feb 2, 2026*

**Total Account Balance \$2,303.02**

### Pay Agreement Plan

Original Pay Agreement	+ 4,331.42	Agreement began:	Mar 26, 2025
Down Payment	- 866.00	Agreement number:	066001297772
Installments Billed to Date	- 1,536.00	Total Installments:	18
<b>Remaining PA Balance</b>	<b>\$1,929.42</b>	Remaining Installments:	10
		Installment amount:	<b>\$192.00</b>

(Continued on next page)

### Important Phone Numbers

**1-800-411-SDGE (7343) English**  
**1-800-311-SDGE (7343) Español**  
**1-877-889-SDGE (7343) TTY**

M-F, 7am-8pm, Sat, 7am-6pm

For emergencies and to report outages, please call 24 hours a day, 7 days a week. **1-800-611-7343**

To locate underground cables & gas pipes, please call DigAlert, Monday-Friday, 6am-7pm. **8-1-1**

To make a payment using credit or debit card, call **1-800-411-7343**

### Payment Options \$ Please visit [sdge.com/PayBill](http://sdge.com/PayBill) for more ways to pay your bill.



#### Pay Online:

Pay online with [MyEnergyCenter.com](http://MyEnergyCenter.com). We offer a variety of payment options including bank account, debit card, credit card, digital wallet and more.



#### Enroll in Auto Pay:

Enjoy the convenience of Auto Pay. It's an easy and secure way to make sure your energy bill is paid on time, automatically each month. Go to [MyEnergyCenter.com](http://MyEnergyCenter.com).



#### Pay with Mobile App:

Pay with your mobile device using the My Energy Center mobile app. Visit [sdge.com/MECapp](http://sdge.com/MECapp) to get started.



#### In Person:

To find the nearest location and hours of operation, visit [sdge.com/locations](http://sdge.com/locations).



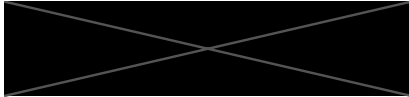
#### Need help paying your bill?

For payment options or to make payment arrangements, visit us at [sdge.com/assistance](http://sdge.com/assistance) or call **1-800-411-SDGE (7343)**.



#### By Mail:

Mail your check or money order, along with the payment stub at the bottom of your bill, in the enclosed envelope to **SDG&E, PO Box 25111, Santa Ana, CA 92799-5111**.



### Summary of Current Charges

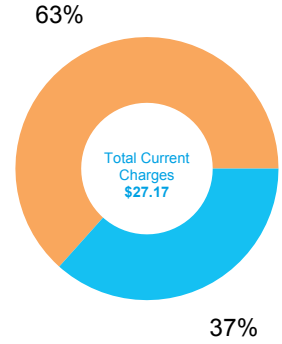
(See page 4 for details)

	Billing Period	Usage	Amount(\$)
Electric	Oct 2, 2025 - Oct 31, 2025	-86 kWh	27.17
<b>Total Charges this Month</b>			<b>\$27.17</b>

#### Regulatory Notices

- All customers are required to pay a Competition Transition Charge as part of the charges above, including those who choose an electric service provider other than SDG&E.

### Breakdown of Current Charges



The total current charges include the following components. Definitions for these terms are shown on page 8 of your bill.

Electric Charges	
Distribution	\$14.50
Competition Transition Charge	\$.07
Local Generation Charge	\$2.65
Other Charges & Credits (Electric)	
Public Purpose Programs	\$8.39
Wildfire Fund Charge	\$1.56
<b>Total Current Charges</b>	<b>\$27.17</b>

**\$0.19** of your Electricity Generation Charge is your bundled PCIA charge.



## Detail of Current Charges

### Electric Service

Rate: Time of Use - TOU-DR1-Residential      Climate Zone: Inland  
 Baseline Allowance: 312 kWh  
 Billing Period: 10/2/25 - 10/31/25      Total Days: 30  
 Meter Number: 06342771      (Next scheduled read date Dec 2, 2025)      Cycle: 01  
 Meter Constant: 1.000      Billing Voltage Level: Secondary  
 Circuit: 0417      *Your circuit is currently not subjected to rotating outage. However, this is subject to change without notice.*  
 Total Usage: -86      (Usage based on interval data)  
 Non Bypassable Charges Usage: 262      (Usage based on interval data)

### ELECTRIC CHARGES

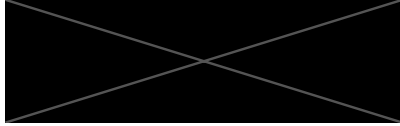
				Amount(\$)
Base Services Charge			\$ .79343 x 30 days	23.80
Electricity Delivery (Details below)			-86 kWh	
<i>SUMMER USAGE</i>	<u>On-Peak</u>	<u>Off-Peak</u>	<u>Super Off-Peak</u>	
kWh used	59	-177	32	
Rate/kWh	\$.22339	\$.00000	\$.22339	
Charge	\$13.18	+ \$.00	+ \$7.15	= 20.33
Non-Bypassable Charges				1.81
Wildfire Fund Charge			262 kWh x \$.00595	1.56
Electricity Generation (Details below)			-86 kWh	
<i>SUMMER USAGE</i>	<u>On-Peak</u>	<u>Off-Peak</u>	<u>Super Off-Peak</u>	
kWh used	59	-177	32	
Rate/kWh	\$.43635	\$.00000	\$.07035	
Charge	\$25.74	+ \$.00	+ \$2.25	= 27.99
Baseline Adjustment Credit			91 kWh x \$-.09690	-8.82
Applied Generation Credit				-39.50
<b>Total Electric Charges</b>				<b>\$27.17</b>

### TAXES & FEES ON ELECTRIC CHARGES

				Amount(\$)
Franchise Fees on Electric Energy Supplied by			1.56 x 1.10%	.02
Others				.03
State Surcharge Tax			91 kWh x \$.000300	.07
State Regulatory Fee			91 kWh x \$.000800	.12
Applied Generation Credit				-.12

**Total Taxes & Fees on Electric Charges      \$0.00**

*(Continued on next page)*



*Detail of Current Charges - Continued*

**Total Electric Service** **\$27.17**

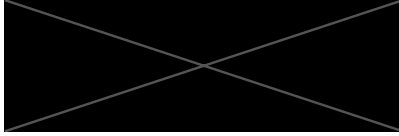
**SDG&E Rate Identification Number (RIN)**

View hourly electric pricing information using your RIN.  
To find your RIN, use your smartphone to scan the QR code.



SDG&E Electric Service  
Meter # 6342771  
RIN : USCA-SDSD-0007-0000

**Total Current Charges** **\$27.17**



## Your Electricity Dashboard

### Highest Usage Hour



Highest Usage Hour (Demand) this month:

**5.7 kW on October 28, 2025 from 5:00pm to 6:00pm**

Demand is the highest amount of electricity used at a given point in time.

### Time of Use - Electricity

Summer	kWh
On-Peak	59
Off-Peak	-177
Super Off-Peak	32
<b>Total</b>	<b>-86</b>

TOU Period - Weekdays	Summer June 1 - October 31	Winter November 1 - May 31
On-Peak	4:00 p.m. - 9:00 p.m.	4:00 p.m. - 9:00 p.m.
Off-Peak	6:00 a.m. - 4:00 p.m.; 9:00 p.m. - midnight	6:00 a.m. - 4:00 p.m. Excluding 10:00 a.m. - 2:00 p.m. in March and April; 9:00 p.m. - midnight
Super Off-Peak	Midnight - 6:00 a.m.	Midnight - 6:00 a.m. 10:00 a.m. - 2:00 p.m. in March and April

TOU Period - Weekends and Holidays	Summer June 1 - October 31	Winter November 1 - May 31
On-Peak	4:00 p.m. - 9:00 p.m.	4:00 p.m. - 9:00 p.m.
Off-Peak	2:00 p.m. - 4:00 p.m. 9:00 p.m. - midnight	2:00 p.m. - 4:00 p.m. 9:00 p.m. - midnight
Super Off-Peak	Midnight - 2:00 p.m.	Midnight - 2:00 p.m.



### Net Energy Metering Summary

**Current Rate:** Time of Use - TOU-DR1-Residential      **Start Date:** 02/01/2025      **System Size:** 4.37 kW  
**Meter Number:** 06342771      **True-Up Date:** 02/02/2026      **Version:** 2.0

Bill Date	On-Pk kWh	Off-Pk kWh	Super-Off-Pk kWh	Total kWh	NEM Charges	Applied Credits	Remaining Credits	Cumulative Balance
03/04/2025	91	-129	49	11	56.39	(50.90)	-	5.49
04/02/2025	-1	-15	-44	-60	0.02	(5.51)	(17.40)	-
05/02/2025	-52	-127	-148	-327	0.01	(0.01)	(146.98)	-
06/03/2025	-27	-300	13	-314	3.63	(3.63)	(274.44)	-
07/02/2025	-72	-277	8	-341	1.89	(1.89)	(425.28)	-
08/01/2025	-49	-230	16	-263	3.78	(3.78)	(541.53)	-
09/02/2025	60	-151	52	-39	48.28	(48.28)	(551.85)	-
09/30/2025	77	-127	84	34	66.00	(66.00)	(535.15)	-
10/01/2025	0	-12	4	-8	0.78	(0.78)	(538.60)	-
10/31/2025	59	-177	32	-86	39.62	(39.62)	(558.61)	-

YTD Totals	86	-1,545	66	-1,393	220.40	(220.40)		
YTD Net Metering Charges/Credits			\$	-				
Non-Bypassable Charges			\$	94.40				
Minimum Charge Adjustment			\$	87.20				
<b>Subtotal</b>			\$	181.60				
Electric Meter Charges and Payments			\$	192.00				
<b>Current Account Balance</b>			\$	373.60				

Payment Required This Month: No

#### Understanding Your Net Metering Summary

**Start Date:** Net Energy Metering (NEM) is applied to your electric account over a 12-month billing period. Each 12-month period is referred to as a "Relevant Period". It is also referred to as your "True-Up" or "Settlement Period". The start date reflects the start of your current period.

**True-Up Date:** The date your current period ends. This date, also known as your NEM anniversary or settlement date, is when SDG&E will reconcile your account and automatically reset your account for a new period.

**Total kWh:** The net kWh for each billing period.

**Event kWh:** The net kWh used during the event period corresponding to your rate. The kWh identified during the event period will be used to calculate any event-related charges or credits.

**NEM Charges:** Represents the charges associated with the net kWh purchased from SDG&E during the billing period.

**Discounts:** Any discount or California Climate Credit received in a given month.

**Applied Credits:** Any generation credits that have been applied to your account. Generation credits are used to offset outstanding net metering charges.

**Remaining Credits:** The amount of credits associated with the billing periods when you were a net over-generator. This amount will be applied to your Net Metering balance to offset outstanding net metering charges. You can see when your credits were applied under the "Applied Credits" section.

**Cumulative Balance:** Represents the running total of your NEM charges and any applied credits. It is important to note, that this does not include any remaining credits, which have not yet been applied to your account.

**YTD Net Metering Charges/Credits:** The running total of the net metering charges and credits for the current "Relevant Period". This amount reflects your total net energy metering charges/credits and the total applied generation credits (NEM Charges + Applied Credits).

**Minimum Charge Adjustment:** The running total of any applicable minimum charges for the current "Relevant Period". If you are a net generator for the year, these basic service fees and any applicable taxes will represent all you have to pay.

**Excess Generation Payment:** Represents any excess generation payments at the time of your True-Up.

**Additional Charges/Payments:** The running total of any additional charges or payments that you have incurred or made during this "Relevant Period".

**Current Account Balance:** Represents your current net metering account balance.

**Payment Required:** Indicates whether or not a payment is required this month.

#### Please Note:

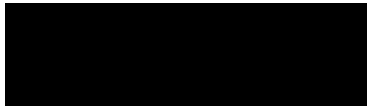
Minimum charges apply for residential non-care billing falling below an average of \$0.402 per day. Customers participating in CARE, FERA, or Medical will receive a reduced minimum bill amount of \$0.201 per day.

Credits are calculated based upon current rates in tariffs.

Beginning in 2011, any excess generation remaining at True-Up will be credited in accordance with Assembly Bill 920.

At the time of your annual True-Up, applicable excess generation is displayed as a negative in the YTD Totals for the total kWh.

If your Total kWh does not reflect a negative number at your True-Up, then you do not qualify for a payment.



**Definitions**

**Baseline Allowance** - A quantity of electricity or gas allocated by the CPUC for residential customers based on a percentage of average residential consumption and varying based on type of space heating, type of water heating, season, climatic zone and number of days in the billing period.

**Base Services Charge** - This charge covers some of the fixed costs of the electric grid, including transformers and meters which help ensure safe, reliable electricity delivery to your home.

**California Climate Credit** - The state charges fees to reduce carbon pollution and increase the use of cleaner energy. These fees are returned to you as a credit. Households receive the electric credit twice a year and gas credit once a year. Small businesses receive the electric credit twice a year. Visit [cpuc.ca.gov/climatecredit](http://cpuc.ca.gov/climatecredit) to learn more.

**City of San Diego Franchise Fee Differential** - A fee charged to SDG&E by the City of San Diego for the rights to operate within city streets.

**Climate Zone** - The CPUC established four Climatic Zones in California, based on annual average temperatures.

**Competition Transition Charge (CTC)** - Through this charge, SDG&E recovers costs for power plants and longterm power contracts approved by state regulators that have been made uneconomic by the shift to competition.

**Delivery** - Charges for the costs of owning, operating, and maintaining the transmission and distribution facilities to deliver power to customers.

**Distribution** - This line reflects charges to distribute power to customers. It includes power lines, poles, transformers, repair crews and emergency services.

**Electricity Generation Charge** - This charge is for the electricity you use and includes charges for the energy provided by both SDG&E and DWR. Electricity from DWR is owned by

DWR, not SDG&E. If you purchase electricity from another supplier or buy electricity through SDG&E using hourly pricing, this charge appears only for informational purposes and will be offset by a credit.

**Franchise Fees for Electric Energy Supplied by Others** - This charge pays cities for the right to have transmission and distribution equipment (such as poles and wires) on city streets. This charge collects the franchise fee on the electricity purchased for you by DWR. The franchise fee on the electricity provided to you by SDG&E is included in the SDG&E Electricity Generation Charge.

**kWh (kilowatt hour)** - A common unit to measure electric energy consumption. A kWh equals 1,000 watts of electric power consumed for one hour of time.

**Local Generation Charge** - Recovers the costs associated with generation power suppliers that the CPUC has determined should be recovered from all benefiting customers.

**Maximum Annual Demand** - The highest Maximum Monthly Demand for the current and prior eleven billing periods.

**Maximum Monthly Demand** - The maximum demand during the current billing period.

**Nuclear Decommissioning** - This charge pays for the retirement of nuclear power plants.

**Power Charge Indifference Adjustment (PCIA)** - The PCIA is a charge to ensure that both SDG&E customers and those who have left SDG&E service to purchase electricity from other providers pay for the above market costs for electric generation resources that were procured by SDG&E on their behalf. 'Above market' refers to the difference between what the utility pays for electric generation and current market prices for the sale of those resources.

**Public Purpose Programs** - This charge reflects the costs of certain state-mandated programs (such as low-income and energy efficiency programs).

**Reliability Services (RS)** - The Independent System Operator is required to ensure adequate generation to maintain electric system reliability. This means having enough generating facilities available to meet the demand for electricity at all times. The costs associated with this are passed on to SDG&E customers.

**State Regulatory Fee** - Charged to all utility users to pay for the California Public Utilities Commission (CPUC) operations.

**State Surcharge Tax** - Collected by the State of California for the conservation and development of energy resources in the state.

**Total Rate Adjustment Component (TRAC)** - This charge achieves legislative and CPUC subsidies such as maintaining the Commission approved tier differential between rates for usage up to 130% of baseline and usage above 130% of baseline; discounted rates for assistance programs; and elimination or modification of seasonality in rates by lowering Summer rates and increasing Winter rates.

**Transmission** - This charge pays for the delivery of high-voltage electricity from power plants to distribution points near your home or business. It includes the cost of high-voltage power lines and towers, as well as monitoring and control equipment.

**Wildfire Fund Charge** - The Wildfire Fund Charge is mandated by the CPUC to repay costs associated with wildfire damage after July 12, 2019.

**SDG&E Policies and Notices**

**Electronic Check Processing** - When you pay your bill by check, you authorize us to electronically process your payment. If your check is processed electronically, your checking account may be debited on the same day we receive the check.

**Rates & Rules** - SDG&E's rate schedules and rules, on file and approved by the CPUC, are available online at [sdge.com](http://sdge.com).

**Pay Before Date / Disconnection Policy** - Your SDG&E bill is due and payable upon presentation and is past due if not paid within 19 days of the date mailed. If your payment has not been received by the "Due Date" shown on your bill, your SDG&E service is subject to disconnection, after proper notice has been provided. If your service is disconnected for non-payment, there may be additional service charges and you will be required to pay all past due SDG&E amounts before service is restored. Your SDG&E service could also be disconnected if the information provided on your application for service is false, incomplete or inaccurate. SDG&E will disconnect your services only for non-payment of those charges owed SDG&E.

If you are unable to pay your SDG&E bill in full due to a temporary financial hardship or due to a serious illness in the household, you need to call SDG&E before the expiration of this notice. Employees, including multilingual staff, are available to assist with payment arrangements

If SDG&E fails to offer you payment arrangements, you may write to the Consumer Affairs Branch of the California Public Utilities Commission (CPUC), State Office Building, 505 Van

Ness Avenue, Room 2003, San Francisco, CA 94102, phone: 800-649-7570, email: [consumer-affairs@cpuc.ca.gov](mailto:consumer-affairs@cpuc.ca.gov), prior to disconnection of your SDG&E service. The Consumer Affairs Branch will review the complaint and issue its proposed resolution to you and SDG&E. If you are not satisfied, you may appeal the proposed resolution by filing a formal complaint. A more detailed explanation of disconnection policies, including your rights as an SDG&E customer, may be obtained by calling 1-800-411-SDGE (7343), or e-mail: [info@sdge.com](mailto:info@sdge.com).

**Disputed Bills / Service Complaints** - If you believe there is an error on your bill or have a question about your service, please call SDG&E customer support at 1-800-411-SDGE (7343). If you are not satisfied with SDG&E's response, submit a complaint to the California Public Utilities Commission (CPUC) at [www.cpuc.ca.gov/complaints/](http://www.cpuc.ca.gov/complaints/). Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), 505 Van Ness Ave, Room 2003, San Francisco, CA 94102, phone: 1-800-649-7570.

If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing assistance relaying telephone conversations. Dial one of the numbers below to be routed to a California Relay Service provider in your preferred mode of communication.

**California Relay Service Phone Numbers:**

Type of Call	Toil-Free Number
TTY/VCO/HCO to Voice	1-800-735-2929 English 1-800-855-3000 Spanish
Voice to TTY/VCO/HCO	1-800-735-2922 English 1-800-855-3000 Spanish
Speech to Speech	1-800-854-7784

To avoid having service turned off while waiting for the outcome of a complaint to the CPUC **specifically regarding the accuracy of your bill**, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

**Re-Establishment of Credit / Deposit** - If you pay your SDG&E bill after the expiration date of a past due notice, you may be required to re-establish your credit by paying a deposit.

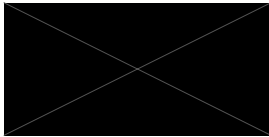
**Large Font Bill** - You can sign-up to receive a large font bill by calling SDG&E at 1-800-411-SDGE (7343).



## SITE PLAN AND EQUIPMENT LIST

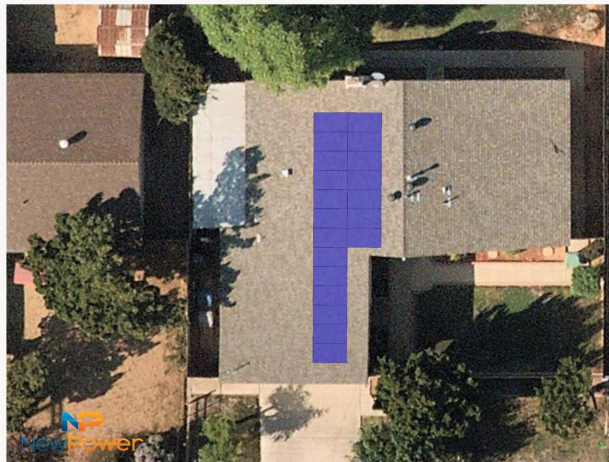


### CUSTOMER



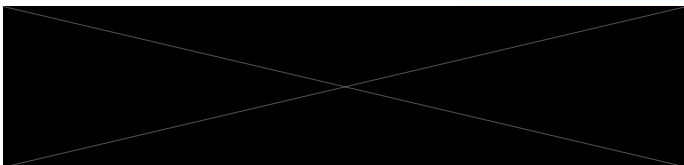
### SYSTEM SIZE

4.88



	EQUIPMENT	QTY
MODULE TYPE	Hyundai HiS-S305RG mono black frame[	16
INVERTER	Solar Edge w Optimizers	16
RACKING	Unirac	

### CUSTOMER APPROVAL



12 / 07 / 2020

Date

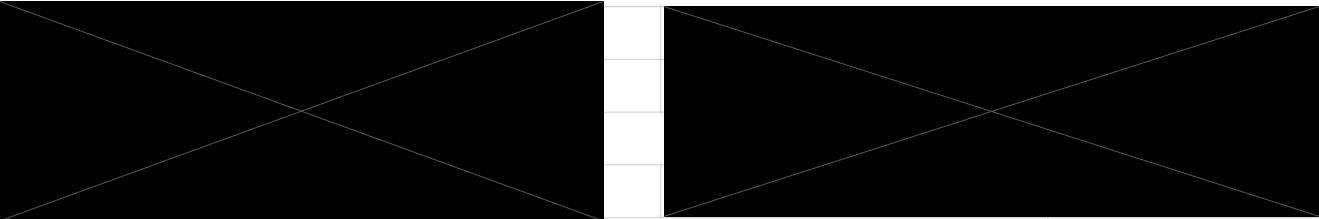
\*At 18 months your payment will recalculate based on the remaining principle balance. You agree to consult with a qualified tax advisor to determine your eligibility for any proposed tax rebates.



887 Marlborough Ave  
 Riverside, CA 92507  
 Phone: 800-980-9835  
 License #: 1013855

## HOME IMPROVEMENT AGREEMENT

## CUSTOMER INFORMATION SHEET



## AGREEMENT DETAILS

You are entitled to a completely filled in copy of this agreement, signed by both you and the Contractor, before any work may be started.

CONTRACT PRICE    \$ 29,252.92	DOWN PAYMENT*    \$ 0.00
--------------------------------	--------------------------

**SCHEDULE OF PROGRESS PAYMENTS:** Buyer agrees to pay the entire Contract Price, according to the schedule of progress payments below. All progress payment amounts are due immediately upon completion of the milestone by Contractor.

**ESTIMATES:** Estimates of annual production levels, availability of tax rebates and/or credits, and energy offsets provided by Contractor or its representatives are estimates and may vary from actual results. Soiling, weather and module degradation and other factors will affect annual production. Refer to manufacturer's warranty(s) for warranted system performance/production. Rebates and tax credits are estimated and may change.

**PREP SERVICES LIST:** Your solar preparation includes the completion of all labor associated with the initial proposal work, property analysis and system design, panel assessment, plan set work ordering, and system engineering all of which is included in the Contract Price.

**EQUIPMENT LIST:** Your Solar System includes the installation of all modules/panels, inverters, and racking to be set forth in a Site Plan and Equipment List, which will be signed by the Buyer and a representative of Contractor prior to commencement of installation along with all labor associated with application for building permits and other city and state approvals, and connection to the power grid all of which is included in the Contract Price.

MILESTONE	ASSOCIATED WORK/SERVICES	ASSOCIATED MATERIALS	PAYMENT	ESTIMATED DATE TO RUN PAYMENT
<b>Down Payment</b>	Signing of Contract	None	\$0.0	12 / 07 / 2020
<b>Solar Preparation</b>	See "Prep Services List"	None	\$5,850.58	12 / 11 / 2020
<b>System Installation</b>	Installation of all equipment listed above on "Equipment List"	See "Equipment List" and Site Plan.	\$23,402.33	within 3 days of system installation

A CONTRACTOR MAY NOT COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. Substantial commencement of work under this contract shall consist of designing of the Solar System by Contractor.

**1. Agreement.** This agreement ("Agreement") is between New Power, Inc. ("Contractor") and the individual or entity signing below ("you"). It has an effective date as of the date you sign the customer information sheet setting forth the financial terms of the Agreement ("Information Sheet"). This Agreement includes the terms set forth on the Information Sheet, the site plan and equipment list prepared by Contractor, and any amendment that is set forth in writing and signed by both parties. The parties hereto agree as follows:

**2. Purchase and Sale.** You agree to purchase (1) the Solar System described on the Information Sheet upon the terms (such as price, downpayment, payment schedule) listed on the Information Sheet and (2) all necessary materials, labor, and workmanship to install and construct the Solar System for the price listed on the Information Sheet.

**3. Loan Agreement.** You acknowledge receipt of a lending agreement from Greensky, Dividend, HERO, or another lender, ("Loan Agreement") that may be set forth in a Loan Agreement ("Lender") and agree to be bound by the terms and conditions of the Loan Agreement. You hereby authorize the payments identified in the schedule of payments listed on the Information Sheet and instruct Lender to disburse the proceeds of the Lender loan to Contractor in the amount(s) and on the date(s) specified on the Information Sheet's schedule of progress payments. Your signature and subsequent use of the Lender loan to make a purchase will constitute your acceptance of the Loan Agreement and your authorization to make and process transactions as identified in the schedule of progress payments. If you are securing independent or separate financing, or if this is a cash transaction, then the provisions of this Section 3 do not apply.

**4. Termination and Default.** Contractor may terminate this Agreement if you (1) breach any provision of this Agreement, (2) fail to grant reasonable access for Contractor to perform the Services, (3) fail to make payment when required, (4) hinder Contractor from performing the Services or fail to make reasonable change orders when requested, (5) file bankruptcy protection or seek other protection from creditors. Subject to the right of cancellation described in this Agreement, in the event of any default by you, you will be responsible for all amounts or costs reasonably incurred by Contractor under this Agreement, and Contractor will have the right to apply any of the downpayment against any amount you owe to Contractor.

**5. Payment and Attorney Fees.** In the event, for any reason, Lender fails to make payment as anticipated in this Agreement, you agree to make the payments required under this Agreement. Late payments will accrue interest of

12% annually or the amount which is allowed by law, whichever is less. If you default on this Agreement in any fashion, you shall be responsible for the costs incurred by Contractor by reason of your default, and if Contractor is forced to bring an action to enforce this Agreement, you will pay the reasonable attorney fees and court costs incurred by Contractor in bringing such action.

## **6. Performance of the Work.**

**A. Standards.** The services set forth in the Information Sheet ("Services") shall be performed in a good and workmanlike manner and in accordance with the normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and 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.

**B. Site Access.** You grant Contractor and any subcontractors full permission to enter the site during the duration of the performance of the Services and to use reasonable work areas in order to complete the installation. You also grant Contractor permission to access the site after the completion of the Services for purposes of repair, inspection, monitoring, and update of the solar system.

**C. Existing Conditions.** Contractor is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the site, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

**D. Unforeseen Conditions.** Contractor is not responsible for delays or expenses related to unanticipated, unusual, or unforeseen conditions at the site, including but not limited to inclement weather, roof condition and structure, subsurface conditions, underground or aboveground water, gas or severed pipes, electrical or cable lines or transformers, or any other physical or material hindrance to the installation of the Solar System. If Contractor discovers unforeseen conditions requiring additional cost, Contractor shall present such costs to you through a change order and receive your written approval before beginning or continuing installation.

**E. Title and Risk of Loss.** Upon delivery of any parts of the Solar System to your property, including PV modules, rails, disconnects, combiner boxes, inverters or any other part of the Solar System, title to such parts shall transfer to you, and you shall bear any risk of loss or damage to such parts from any type of physical harm, theft, or any other damage not directly and solely resulting from the actions of Contractor.

**7. Privacy/Publicity.** You grant Contractor the full right to publicly use, display, share, and advertise the photographic images, Solar System details, price, and any other non-personally identifying information of the Solar System.

Contractor shall not knowingly release any personal data about you or, besides the above, any data associating you with the property on which the solar system is installed. You may opt out of granting these rights by communicating such wishes to Contractor prior to completion of the Services.

**8. Insurance:** You are required to carry standard homeowners' insurance on the site where installation will occur. Contractor carries commercial general liability insurance written by Rock Hill Insurance Company. You may call James G Parker Insurance at 800-266-7721 to check the Contractor's insurance coverage. Contractor also carries workers' compensation insurance for all employees.

### **9. Mechanics' Lien Warning and Disclosures.**

A. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

B Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

C. To preserve their right 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.

D. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

E. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

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

G. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice,

write a joint check payable to both the contractor and the subcontractor or material supplier.

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

I. 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.

**10. Mechanics' Lien Releases.** Upon satisfactory payment being made for any portion of the work performed, the Contractor, prior to any further payment being made, shall furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any potential lien claimant claim or mechanics' lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

**11. 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 website at [www.cslb.ca.gov](http://www.cslb.ca.gov); call CSLB at 800-321- CSLB (2752); write CSLB at P.O. Box 26000, Sacramento, CA 95826. Buyer has the right to require Contractor to have a performance and payment bond.

**12. Notice of Cancellation.** The law may allow you to rescind this contract within three days after signing this Agreement. The specific details related to your rights are set forth in Exhibit 1 attached hereto. By signing this agreement, you acknowledge that you have received and reviewed the attached Exhibit. You also acknowledge that this transaction has been carried out in English.

**13. Authorization to Use Signature.** By signing below, you also authorize Contractor to sign documents on your behalf for required third parties. These documents may include utility interconnection agreements between you and the utility company, carbon monoxide acknowledgment forms, and other required utility or jurisdictional documents. A copy of these documents will be provided to you.

**14. Additional Services and Warranty.** A listing of additional services and warranty is shown on Exhibit 2, and you may indicate the items you select on that Exhibit. If you select any items from Exhibit 2, then the provisions set

forth therein and elsewhere in this Agreement will govern any selected services and warranty. If you do not select any a la carte items on Exhibit B, then Contractor will not provide any such services or warranty. WHETHER OR NOT YOU SELECT ANY ITEMS FROM EXHIBIT 2, THEN EXCEPT AS EXPRESSLY DESCRIBED IN EXHIBIT 2, YOU ACKNOWLEDGE AND AGREE THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE RELATED TO THE SERVICES, SOLAR SYSTEM, OR ACCOMPANYING MATERIALS AND EQUIPMENT, AND THAT THERE ARE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. CONTRACTOR HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY MADE HEREIN, AND YOU AND ANY BENEFICIARY CLAIMING UNDER YOU WAIVE ANY OTHER WARRANTY WITH RESPECT TO THE SOLAR SYSTEM, ITS OPERATION OR ANY COST SAVINGS FROM USING THE SOLAR SYSTEM. CONTRACTOR DOES NOT WARRANT OR GUARANTEE ANY SPECIFIC ELECTRICAL PERFORMANCE OF THE SOLAR SYSTEM. CONTRACTOR MAY PERFORM "PEST PROOFING" AS PART OF THE SERVICES, BUT NO ATTEMPTS AT PEST PROOFING CAN BE GUARANTEED TO SUCCESSFULLY EXCLUDE ALL PESTS. THEREFORE, ANY ACTION BY ANY KIND OF ANIMAL OR INSECT IS SPECIFICALLY EXCLUDED FROM WARRANTY UNDER THIS AGREEMENT.

**Roof Penetrations.** Specific to roof penetrating system installations, Contractor provides a five-year warranty for damages to roof structure caused by Contractor during installation for areas within a 3-inch radius of any roof penetrations. This warranty applies only if the roof itself is still under warranty. Contractor will not remedy, replace or pay for any work done on the roof done by any parties other than the Contractor and/or its authorized agents.

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

**16. Disclaimers and Liability Limits.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR'S TOTAL AND AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO CONTRACTOR IN CONNECTION WITH THE SOLAR SYSTEM IN QUESTION. NO INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, OR

CONSEQUENTIAL DAMAGES OF ANY NATURE SHALL BE ALLOWED AGAINST OR IMPOSED UPON CONTRACTOR.

**17. Extra Work and Change Orders.** If it becomes necessary for Contractor to perform work which was not included in the original description of Services, the parties will agree on a change order ("Change Order") to provide for the additional costs of performing the new work. A Change Order will only be effective after it is signed by the parties. A Change Order will include (1) the scope of work encompassed by the change Order; (2) the amount to be added or subcontracted from the contract price, (3) the effect the order will make in the progress payments or the completion date. You must agree to reasonable Change Orders in the event it becomes necessary, or Contractor may terminate this Agreement and receive compensation for the Services performed up to the date of termination.

**18. Assignments and Transfer.** Contractor may assign the benefits and obligations of this Agreement to a third party. You may assign this Agreement and the included warranty to a third party in connection with the sale of the property to which the Solar System is attached. The person buying your home can sign a transfer agreement assuming all of your rights and obligations under this Agreement. You agree to give Contractor at least 15 days' but not more than 3 months' prior written notice if you want someone to assume your obligations under this Agreement.

#### **19. Miscellaneous.**

**A. Force Majeure.** Neither party will be liable for delay or failure to perform under this Agreement or under the warranty contained herein if such delay or failure is caused by an Event of Force Majeure. An "Event of Force Majeure" is defined as any event, condition or circumstance beyond the control of and not caused by a party's fault or negligence. It shall include, without limitation, the following: any act of war, sabotage, insurrection, or violence, strike, labor stoppage, or other labor delay, act of god, civil unrest or disturbance, military or guerrilla action, terrorism, economic sanction or embargo, explosion, fire, earthquake, abnormal weather condition or action of the elements,

hurricane, flood, lightning, governmental rule or regulation that could not have reasonably been foreseen, unavailability of power from the utility grid for any reason, and power or voltage surge caused by someone other than Contractor.

**B. Jurisdiction and Governing Law.** The parties do hereby submit to the exclusive personal jurisdiction of the federal and state courts located within the State of California for any dispute arising out of or related to this Agreement. California law, with the exception of its choice of law provisions, shall govern the interpretation of this Agreement.

**C. Notices.** All notices under this Agreement shall be made by regular mail or e-mail to either of the following addresses:

TO CONTRACTOR: 887 Marlborough Ave

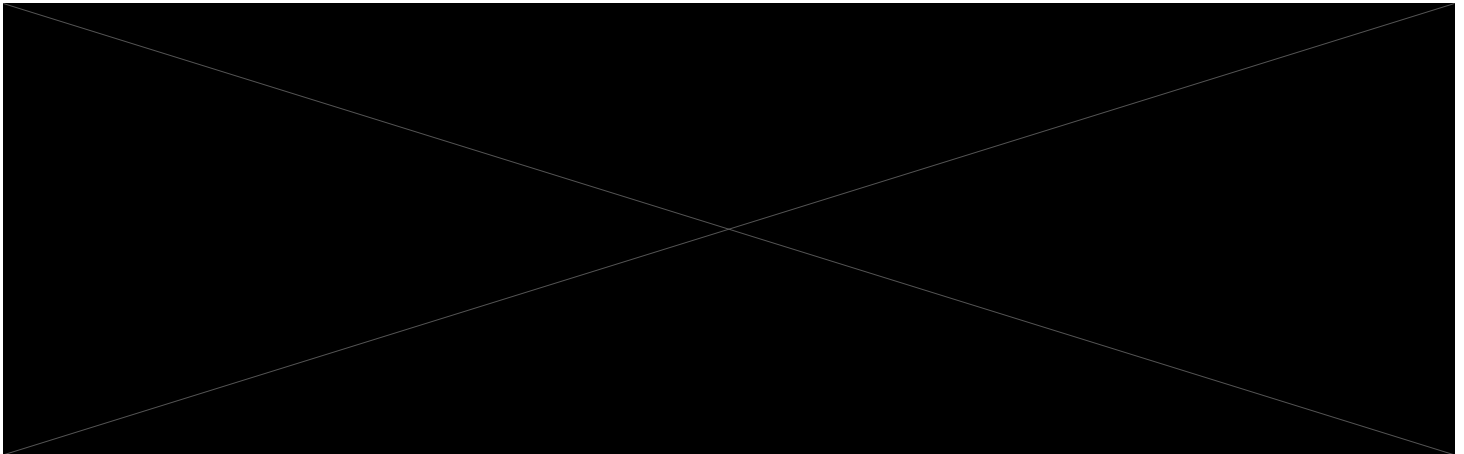
Riverside, CA 92507

Attention: Warranty Claims;

E-mail: warranty@newpower.net

TO YOU: At the billing address in the Information Sheet or any subsequent billing address you give us.

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



**EXHIBIT 1**

**NOTICE OF CANCELLATION**

**THREE-DAY NOTICE OF CANCELLATION**

12 / 07 / 2020

\_\_\_\_\_  
DATE OF CONTRACT

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 TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller 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 regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller 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, or if you agree to return the goods to the seller 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  
887 Marlborough Ave Riverside, CA 92507

NOT LATER THAN MIDNIGHT OF

12 / 10 / 2020 \_\_\_\_\_ (INSERT DATE THAT IS THREE DAYS FROM THE DATE OF THE TRANSACTION.)

IF YOU LIVE IN THE STATE OF MARYLAND, YOU HAVE UNTIL MIDNIGHT OF THE FIFTH DAY TO CANCEL THIS TRANSACTION, UNLESS YOU ARE OVER 65 YEARS OLD, IN WHICH CASE YOU HAVE SEVEN DAYS TO CANCEL THE TRANSACTION.

IF YOU LIVE IN THE STATE OF NEW JERSEY, YOU MUST CANCEL THIS TRANSACTION BY 5:00 PM ON THE THIRD DAY AFTER THIS TRANSACTION.

I HEREBY CANCEL THIS TRANSACTION:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE

**EXHIBIT 1 (2nd Copy)**

**NOTICE OF CANCELLATION**

**THREE-DAY NOTICE OF CANCELLATION**

12 / 07 / 2020

\_\_\_\_\_  
DATE OF CONTRACT

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 TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller 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 regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller 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, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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887 Marlborough Ave Riverside, CA 92507

NOT LATER THAN MIDNIGHT OF

12 / 10 / 2020 \_\_\_\_\_ (INSERT DATE THAT IS THREE DAYS FROM THE DATE OF THE TRANSACTION.)

IF YOU LIVE IN THE STATE OF MARYLAND, YOU HAVE UNTIL MIDNIGHT OF THE FIFTH DAY TO CANCEL THIS TRANSACTION, UNLESS YOU ARE OVER 65 YEARS OLD, IN WHICH CASE YOU HAVE SEVEN DAYS TO CANCEL THE TRANSACTION.

IF YOU LIVE IN THE STATE OF NEW JERSEY, YOU MUST CANCEL THIS TRANSACTION BY 5:00 PM ON THE THIRD DAY AFTER THIS TRANSACTION.

I HEREBY CANCEL THIS TRANSACTION:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE

## EXHIBIT 2

### ADDITIONAL SERVICES AND WARRANTY

1. A La Carte Services. Contractor offers various services (listed below), which you may select by checking the appropriate boxes below or by listing the additional services in Subsection D below. These services are rendered subject to the liability limits, warranty disclaimers, and other provisions described in this Agreement and this Warranty.

A. Pest Proofing: If you select this option, Contractor shall perform services attempting to exclude pests from entering or impacting any portion of the System.

B. 20-Year Maintenance Plan: If you select this option, Contractor warrants that the panels and inverters included in the Solar System will be free of defective workmanship and breakdown for a period of 20 years from the date installation is complete. This warranty covers only the panels and inverters. If the manufacturer of the panel or inverter that is subject to the claim is not willing or able to fulfill its warranty obligations, Contractor may cancel this warranty in its sole discretion.

C. 20-Year Cleaning Plan (California Only): If you select this option, Contractor shall annually clean the panels in a manner intended to ensure continued problem-free operation of the Solar System.

D. Other included services (*Items listed in this section will be binding upon Contractor only after it accepts them in an e-mail that clarifies their scope.*):

20 Year Cleaning Plan (CA Only)

20 Year Maintenance Plan

2. Conditions for Warranty. This warranty includes only the panels and inverters. There is no warranty on the electrical panel, monitoring system, pest proof apparatus or related components. In the event of an approved Warranty Call (defined below), you will not be required to pay for parts or labor in connection with the Warranty Call other than to pay a trip charge as follows:

**Year 1: No trip charge**

**Years 2-9: \$75**

**Years 10-19: \$125**

**Years 20-25: \$175**

A. **Conditions for Valid Warranty Call.** An approved warranty call ("**Warranty Call**") occurs upon the satisfaction of all the following conditions: (1) the call concerns the panels or inverters; (2) the call occurs within the 20-year

warranty period; (3) the loss complained of would not be covered by the standard homeowners' insurance you are required to carry under this Agreement; (4) the loss or damage was not caused by you; (5) no third party has worked on the Solar System; (6) you reasonably cooperate with Contractor's efforts to schedule and carryout the repairs; (7) you have not done anything to invalidate any manufacturer's warranty upon the Solar System's components; (8) you have not done anything, permitted or allowed to exist any condition or circumstances that would cause the Solar system not to operate as intended; (9) you have not removed any markings or identification tags on the Solar System; (10) you have promptly (within 90 days) notified Contractor if you think the Solar System has been damaged or is unsafe or not functioning; (11) you have not made any repairs or changes to the site that would impair the proper functioning of the Solar System; (12) you have not relocated or attempted to relocate the Solar System or component thereof; (13) you have not made any modifications, improvements revisions, or additions to the Solar System without Contractor's prior written consent; (14) you have honored your obligations to the Lender; (15) you have maintained the Solar System in accordance with the requirements of the Guide; (16) the damage or other loss is not caused by an event of Force Majeure, as described in the Home Improvement Agreement; (17) the damage or loss was not caused by theft, vandalism, intentional or accidental damaging of the Solar System; (18) the damage or loss was not caused by a condition existing at the site prior to the installation of the Solar System.

**B. LIMITATIONS.** YOU UNDERSTAND THAT ONLY THE ELEMENTS OF THE SOLAR SYSTEM DESCRIBED HEREIN ARE WARRANTED AND SOLELY UNDER THE LIMITED WARRANTY PROVISIONS SET FORTH HEREIN, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, AND THAT THERE ARE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION. CONTRACTOR HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY MADE HEREIN, AND YOU AND ANY BENEFICIARY CLAIMING UNDER YOU WAIVE ANY OTHER WARRANTY WITH RESPECT TO THE SOLAR SYSTEM, ITS OPERATION OR ANY COST SAVINGS FROM USING THE SOLAR SYSTEM. THE REPAIR AND REPLACEMENT REMEDIES DESCRIBED UNDER THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY. CONTRACTOR DOES NOT WARRANT OR GUARANTEE ANY SPECIFIC ELECTRICAL PERFORMANCE OF THE SOLAR SYSTEM. CONTRACTOR MAY PERFORM "PEST PROOFING" AS PART OF THE SERVICES, BUT NO ATTEMPTS AT PEST PROOFING CAN BE GUARANTEED TO SUCCESSFULLY EXCLUDE ALL PESTS. THEREFORE, ANY ACTION BY ANY KIND OF

EXHIBIT 2  
(continued)

ANIMAL OR INSECT IS SPECIFICALLY EXCLUDED FROM WARRANTY UNDER THIS AGREEMENT.

**C. Roof Penetrations.** Specific to roof penetrating system installations, Contractor provides a five-year warranty for damages to roof structure caused by Contractor during installation for areas within a 3-inch radius of any roof penetrations. This warranty applies only if the roof itself is still under warranty. Contractor will not remedy, replace or pay for any work done on the roof done by any parties other than the Contractor and/or its authorized agents.

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

**E. Warranty Claims Process.** You can make a claim by e-mailing us at [warranty@newpower.net](mailto:warranty@newpower.net) or by writing us a letter and sending it via overnight mail, or by regular mail or courier. If we receive a claim under this limited warranty from you, we will review your claim and notify you within a reasonable time period whether your claim is covered by this limited warranty. If we cannot make this determination without inspecting the Solar System, we will send our employee, contractor or agent to your property within a

reasonable time period of the date we receive your claim, and we will then notify you within a reasonable time period of the visit as to whether your claim is covered by this limited warranty. If we determine that your claim is covered by this limited warranty, then as required, we will make the repair or replacement within a reasonable period of time at no cost to you. We may use new or reconditioned parts to make repairs. We will use commercially reasonable efforts to replace parts with the same type of equipment, but we may substitute types of equipment if necessary. If your claim is not covered by this limited warranty, then you may request that we make the repair or replacement at your expense.

3. Conditions for Cleaning. If you select this item, you must log into Contractor's website at [www.NewPowerCleans.com](http://www.NewPowerCleans.com) to book your cleaning each year. Booking and cleaning is performed according to the policies found at [www.NewPowerCleans.com](http://www.NewPowerCleans.com) and subject to those policies. Cleaning is done in March and April, and you must book your cleaning in February to reserve a time for the cleaning. If you do not book in February, you will likely not receive your cleaning.

4. Disclaimers and Liability Limits. The foregoing warranty does not warrant any specific electrical performance of the Solar System or cosmetic defects stemming from normal wear and tear of the Solar System. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR'S TOTAL AND AGGREGATE LIABILITY UNDER THIS WARRANTY AND AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO CONTRACTOR IN CONNECTION WITH THE SOLAR SYSTEM IN QUESTION. NO INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE SHALL BE ALLOWED AGAINST OR IMPOSED UPON CONTRACTOR.