

## SOLAR ENERGY SYSTEM ADDENDUM

SunStreet Solar Home Program for Detached Homes with LeasePlus Agreement or Purchase Option from Seller

This **SOLAR ENERGY SYSTEM ADDENDUM** (this "**Addendum**") is incorporated into the Purchase Agreement and Deposit Receipt and Escrow Instructions (the "**Purchase Agreement**") dated as of the twenty-second day of May, 2022, between the undersigned Buyer ("**Buyer**" or "**you**") and Seller as defined in the Purchase Agreement, regarding the residential real property described in the Purchase Agreement and located in the City/County of Winchester / Riverside California (the "**Property**" or "**Home**").

1. **Defined Terms.** Unless otherwise defined below, all initially-capitalized terms below have the same meanings given them in the Purchase Agreement, and all references in this Addendum to the Purchase Agreement shall be deemed to include this Addendum and any other addenda and riders attached to the Purchase Agreement, all of which are incorporated into this Addendum.

2. **Solar Energy System Description.** Subject to Section 16 below, the Home on the Property will be equipped with a roof-mounted solar photo voltaic system and other equipment (a "**PV System**") that converts solar energy to electricity for use in the Home. The PV System will consist of the following components ("**PV System Components**"):

- (a) Photovoltaic roof tiles, modular solar energy panels or laminates ("**Solar Array**");
- (b) Racking system rails;
- (c) Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity;
- (d) 'L' brackets from "standoff" risers;
- (e) Junction boxes if attached to racking;
- (f) Trunk cables and other roof-top electrical wiring; and
- (g) All related hardware and a web-based solar energy monitoring system that may require Buyer to have an internet connection and a router with an available port.

3. **Solar Energy System Election.** You must elect to either (a) lease the PV System Components by entering into a LeasePlus Agreement (the "**Solar Lease**"), or (b) purchase the PV System Components from Seller by adding the price of the PV System Components to the price of the Property purchased from Seller. The terms of the Solar Lease are contained in a separate written agreement between you and SunStreet Energy Group that is registered to do business in California, and its successors and assigns ("**System Owner**"). In order to consummate your purchase of the Property, you must make your election to either execute the Solar Lease or purchase the PV System Components from Seller as part of the Property, no later than the Election Date defined in Section 6 below.

#### 4. **Solar Lease.**

4.1 **Lease Payment.** As set forth in the Solar Lease, the Solar Lease is a lease of the PV System Components between System Owner (who retains ownership of the PV System Components) and you as the Property owner, in which (i) you agree to permit System Owner to operate, maintain and repair the PV System on the roof of the Home, and (ii) you agree to pay a fixed, monthly payment (the "**Lease Payment**") in consideration for the System Owner leasing the PV System Components to you and providing you with all of the electricity generated by the PV System ("**Generated Electricity**") for a twenty (20) year period. You will be required to start paying the Lease Payment on the later of the Placed in Service Date or Close of Escrow (as defined in the Solar Lease). Local law may entitle you to credits or payments from the Local Electric Utility for the Generated Electricity. You will be responsible for executing and complying with any agreements or other documents with the Local Electric Utility in order to obtain such credits and payments for your own account. Regardless of your participation in such a program, you will be responsible for making the Lease Payment to System Owner each month.

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

A. YOU AND THE RESALE BUYER MUST, WITHOUT PENALTY, ENTER INTO AN AGREEMENT TO ASSIGN THE SOLAR LEASE TO THE RESALE BUYER WHO AGREES TO ASSUME THE SOLAR LEASE OBLIGATIONS, FOR THE BALANCE OF THE 20 YEAR TERM; OR

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

##### 4.2.1 **Possible Impacts of Solar Lease on Resale of Home.**

IN THE EVENT THE RESALE BUYER OF YOUR HOME DOES NOT AGREE TO THE ASSIGNMENT OF THE SOLAR LEASE AND TO THE ASSUMPTION OF THE SOLAR LEASE OBLIGATIONS, THE COST OF PURCHASING THE PV SYSTEM COMPONENTS AT THAT TIME MAY MAKE THE RESALE OF THE

HOME MORE DIFFICULT, AND WILL IMPACT THE TOTAL PURCHASE PRICE AND/OR PROCEEDS OF THE HOME SALE, DEPENDING ON WHETHER YOU OR THE RESALE BUYER IS RESPONSIBLE FOR THE SYSTEM PRICE.

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

#### 4.2.2 Example of System Price on Resale of Home.

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

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

The System Price is calculated as the fair market value of the PV System, depreciated on a straight-line basis over the thirty (30) year life of the PV System.

#### Example:

This example assumes that the size of the PV System is 3 kilowatts and the original fair market value of the PV System per watt is \$3.99. As a result, the System Price during the first year of the term of the Solar Lease is: 3,000 watts x \$3.99/watt = \$11,970, and the System Price each year of the term of the Solar Lease (20 years) would be as follows:

<u>Year of the Term</u>	<u>System Price*</u>	<u>Year of the Term</u>	<u>System Price*</u>
1	\$11,970	11	\$7,980
2	\$11,571	12	\$7,581
3	\$11,172	13	\$7,182
4	\$10,773	14	\$6,783
5	\$10,374	15	\$6,384
6	\$9,975	16	\$5,985
7	\$9,576	17	\$5,586
8	\$9,177	18	\$5,187
9	\$8,778	19	\$4,788
10	\$8,379	20	\$4,389

\*Includes Sales Tax

4.3 Term of the Solar Lease. The term of the Solar Lease for the Home on the Property begins on the date that is the later of either (a) the date of the Close of Escrow for the purchase of the Home, or (b) the date on which the PV System for the Home begins to operate. The Solar Lease ends on the date that is 20 years from and after the date that the PV System for the Home on the Property began to operate.

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

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

4.6 System Owner and Buyer Obligations.

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

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

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

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

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

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

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

5. Purchase of PV System Components.

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

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

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

6. Solar Payment Election; Acknowledgement. Buyer shall make its election to either (a) enter into a Solar

Lease or (b) purchase the PV System Components, not later than five (5) business days after the Effective Date of the Agreement ("**Election Date**") and in all events no later than the Close of Escrow. Buyer must make its election by completing, signing and delivering to Seller the Solar Payment Election Addendum attached to this Addendum by the Election Date. If Buyer fails to deliver a completed signed Solar Payment Election Addendum to Seller on or before the Election Date, such failure shall constitute Buyer's conclusive election to enter into a Solar Lease with the System Owner. **By making your election, or having been deemed to have made an election, you acknowledge and represent to Seller that (a) you have received and read this Addendum, (b) Seller has offered and given you a reasonable opportunity to evaluate this Addendum in order to make an informed decision on whether to enter into the Solar Lease or to purchase the PV System Components, (c) Seller has advised you to consider consulting with legal and/or technical experts when deciding whether to enter into the Solar Lease or purchase the PV System Components, (d) you have been provided with the Solar Lease in substantially the form to be signed by Buyer, (e) you acknowledge that Seller's representatives are not authorized to make any representations about the PV System that are not contained in the written PV System materials provided to you by Seller and System Owner, and that you have not relied on any representations made by Seller's representatives or any other agent or employee of the Seller about the PV System that differ from the written PV System materials, and (f) you have voluntarily decided to either enter into the Solar Lease or purchase the PV System Components as a result of your own investigations, evaluations and the recommendations of your own expert(s) and advisor(s).**

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

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

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

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

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

8.1 **Governmental Incentives.** Federal, State and local governmental jurisdictions may from time to time offer or make available to the owner of the PV System various tax credits or other financial incentives, excluding any State rebate paid to System Owner or Seller ("**Governmental Incentives**") for installing a PV System that serves a residential dwelling. The types of Governmental Incentives made available, if any, may include a federal income tax credit for a portion of the cost of the PV System and similar tax credits and exemptions. If you elect to purchase the PV System you will be entitled to certain

Governmental Incentives; however, if you elect to enter into the Solar Lease, then the System Owner (not you) is entitled to the Governmental Incentives. The rules and requirements applicable to Governmental Incentives and their availability are subject to change at any time, and particular Governmental Incentives may be available for a limited time only. The Solar Lease contains provisions regarding the Governmental Incentives retained by the System Owner.

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

8.3 Processing Applications for Electric Utility Interconnection and Incentives. The solar electric energy generated by the PV System is not stored, and if the energy generated exceeds the energy demand in your Home, the excess energy is exported to the local utility electric transmission grid, under the terms of an interconnection agreement for the Home with Southern California Edison ("**Utility Company**"). You agree to sign and return to the System Owner within 10 business days of your receipt thereof, any such interconnection agreement and other documentation to the extent required for participation in the Utility Incentives program of the local electric utility or as may be required under the terms of the Solar Lease, including, without limitation, any Renewable Energy Credit Purchase Contract. The interconnection agreement must be approved by the Utility Company before the PV System may be activated and the Utility Company may take thirty 30 or more days to approve an interconnection agreement after its submission to the Utility Company. Also under the terms of the interconnection agreement, you may be eligible to receive credits for the excess energy exported to the grid. The terms of the interconnection agreement with Utility Company are subject to change. To obtain up-to-date information on the interconnection agreement, contact Utility Company at \_\_\_\_\_, or their website at:

. The Utility Incentives program may also require you to provide proof to the local electric utility that you carry homeowner's liability insurance in an amount required by the utility. If you elect to enter into the Solar Lease with the System Owner, then you also agree to assign any Utility Incentives to the System Owner, other than (a) any credit or payment from the local utility for Generated Electricity in excess of the electricity you consume or (b) any incentives offered by the local electric utility only to its customers and that may not be assigned. You agree to cooperate in good faith with Seller and the System Owner to implement this Section for participation in the Utility Incentives program and to execute any additional documents or take any additional action that is necessary or required by the Utility Company, Seller, the System Owner or the Solar Lease in a timely manner in order to facilitate such participation.

8.4 System Disconnection. The PV System is designed to generate and deliver electricity in conjunction with Utility Company's electric distribution system. If Utility Company's electric service to Buyer's Home is interrupted, the PV System will shut down, and Utility Company may disconnect the PV System to protect its service personnel while restoring electric service.

9. System Performance. The performance of the PV System will vary depending on a number of factors that are unique to the design of the Building and the PV System and to the use of electric power in your Home. Seller assumes no liability for either the performance of the PV System or the performance of maintenance or warranty service on the PV System. Further, the PV System is intended for household purposes only and no Generated Electricity may be used to heat a swimming pool, if applicable.

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

11. No Liability for Seller. Buyer acknowledges and agrees that:

11.1 Seller Not a Party. Neither Seller nor any of its successors or assigns is a party to or bound by any of the provisions of the Solar Lease.

11.2 No Seller Representations or Warranties. **All terms of the Solar Lease and all performance, warranty and other aspects of the PV System are set forth in the written materials that are provided to you by the System Owner. Neither Seller, nor its sales representatives, nor any of its affiliates or assigns have made representations or warranties to Buyer of any kind, type or nature regarding the PV System, including but not limited to energy cost savings, tax benefits, cash grants or rebates,**

**other than as stated in this Addendum or the Solar Lease. Any maintenance and warranties in connection with a Solar Lease are from the System Owner and Buyer will look solely to the System Owner regarding the PV System, subject to the terms of the Solar Lease. If the Buyer purchases the PV System Components, then any warranties of the PV System Components are from the manufacturer.**

11.3 No Seller Liability for Information. Seller has relied upon System Owner with respect to the accuracy of the PV System information set forth herein and has no liability hereunder in the event such information is inaccurate.

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

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

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

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

16. Termination. In the event the Close of Escrow occurs prior to the installation of the PV System, and such completion of the installation of the PV System does not occur within ninety (90) days from the Close of Escrow, Seller may cancel and terminate this Addendum and neither party shall have any obligations or liabilities hereunder.

[Signatures on following page]

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

DocuSigned by:  
*Xinxin Wang*  
DBD3B470124A4C7...  
Buyer - Xinxin Wang  
Date 9/15/2022

DocuSigned by:  
*Weihan Zhang*  
04F18C448C5B4E2...  
Buyer - Weihan Zhang  
Date 9/17/2022

Buyer -  
Date

Buyer -  
Date

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

DocuSigned by:  
*Tige Ferguson*  
56C2805747E64CF...  
Authorized Agent of Seller Tige Ferguson  
Date 9/17/2022

**ATTACHMENT TO SOLAR ENERGY SYSTEM ADDENDUM****SOLAR PAYMENT ELECTION ADDENDUM**

SunStreet Solar Home Program for Detached Homes with LeasePlus Agreement or Purchase Option

This **SOLAR PAYMENT ELECTION ADDENDUM** ("**Election Addendum**") is executed with and incorporated into the Solar Energy System Addendum ("**Solar Addendum**") to the Purchase and Sale Agreement ("**Agreement**") dated as of the twenty-second day of May, 2022, between Xinxin Wang, Weihan Zhang (collectively, "**Buyer**") and Seller, as defined in the Agreement, regarding the Property, as defined in the Agreement consisting of residential real property located in the City/County of Winchester / Riverside, California.

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

2) **Solar Payment Election.** Buyer elects to:

If this box is checked, Buyer elects under Section 4 of the Solar Addendum to enter into a LeasePlus Agreement ("**Solar Lease**") and to lease the PV System Components from System Owner; or

If this box is checked, Buyer elects under Section 5 of the Solar Addendum to purchase the PV System Components from Seller in the amount of \$14,364.00 which will be added to the purchase price of the Property. **Buyer acknowledges that if the purchase price of the PV System Components results in an insufficient appraised value, Buyer agrees to either a) pay additional funds down to close the purchase of the Property, or b) enter into the Solar Lease with System Owner.**

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

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

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

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

DocuSigned by:  
*Xinxin Wang*  
DBD3B470124A4C7...  
Buyer - Xinxin Wang  
Date 9/15/2022

DocuSigned by:  
*Weihan Zhang*  
04F16C448C5B4F2...  
Buyer - Weihan Zhang  
Date 9/17/2022

Buyer -  
Date

Buyer -  
Date

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

DocuSigned by:  
*Tige Ferguson*  
56C280E747E04CF...  
Authorized Agent of Seller Tige Ferguson  
Date 9/17/2022

**Certificate Of Completion**

Envelope Id: 6E8B5C42538040BA867F695466DE095C	Status: Completed
Subject: Contract Documents for Xinxin Wang - INL - 31511510098 - Weatherstone at The Reserve	
Source Envelope:	
Document Pages: 9	Signatures: 6
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lennar Corporation
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	5505 Blue Lagoon Drive, Suite 502
	Miami, FL 33126
	docusign@lennar.com
	IP Address: 129.146.110.246

**Record Tracking**

Status: Original	Holder: Lennar Corporation	Location: DocuSign
9/15/2022 3:26:07 PM	docusign@lennar.com	

**Signer Events**

Xinxin Wang  
 wxinxin@gmail.com  
 Xinxin Wang, Associate Director, Commercial IT Systems  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 DBD3B470124A4C7...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 165.1.249.107

**Timestamp**

Sent: 9/15/2022 3:26:09 PM  
 Viewed: 9/15/2022 3:29:59 PM  
 Signed: 9/15/2022 3:35:12 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/15/2022 3:29:59 PM  
 ID: 7e3b8af9-80b4-41bd-a26b-55818356b39f

Weihan Zhang  
 zhangweihan@gmail.com  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 04F16C448C5B4F2...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 24.16.153.174

Sent: 9/15/2022 3:26:08 PM  
 Viewed: 9/17/2022 3:10:48 PM  
 Signed: 9/17/2022 3:10:58 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/17/2022 3:10:48 PM  
 ID: 30ea50d6-86b6-4726-ae42-047e01e7b8b4

Tige Ferguson  
 tige.ferguson@lennar.com  
 NHC  
 Lennar  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 56C280E747EC4CF...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 172.117.88.211

Sent: 9/17/2022 3:10:59 PM  
 Viewed: 9/17/2022 3:11:49 PM  
 Signed: 9/17/2022 3:11:56 PM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	9/15/2022 3:26:09 PM
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Signing Complete	Security Checked	9/17/2022 3:11:56 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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