



ESCROW INSTRUCTIONS

TO: ESCROWSMART (“*Escrow Holder*”)

2

Escrow No. (the “*Escrow*”)

Property:

Address: 31784 Desert Holly Pl , Murrieta , CA 92563 (the “*Property*”)

APN:

1. In connection with the above Escrow, SunStreet Energy Group, LLC (“*SunStreet*”) is delivering the following documents to you together with these Escrow Instructions:
 - A. Assignment and Assumption of Solar Agreement (“*Solar Assignment*”) – three counterpart originals executed by SunStreet;
 - B. Termination of Notice of an Independent Solar Energy Producer Contract (“*Termination of Notice*”) – one counterpart original executed by SunStreet and notarized;
 - C. Notice of an Independent Solar Energy Producer Contract (“*Notice*”) – one counterpart original executed by SunStreet and notarized;
 - D. UCC-3 Financing Statement (“*UCC-3*”);
 - E. UCC-1 Financing Statement (“*UCC-1*”);
2. Escrow Holder is instructed to present the Solar Assignment, Termination of Notice, Notice, UCC-3 and the UCC-1 (collectively, “*Documents*”) to the undersigned buyer(s) and seller(s) (“*Buyer*”). The Solar Assignment requires Buyer and Seller’s signature. Termination of Notice requires Seller’s signature, with the signature of Seller on the Termination of Notice to be acknowledged before a notary. Escrow Holder is to confirm that all the Documents are complete and, if applicable, fully executed, with all blanks filled in. Escrow Holder is also instructed to present these Escrow Instructions to Buyer for Buyer’s review, signature and agreement to the terms of these Escrow Instructions.
3. When Escrow Holder has satisfied itself that the Documents are complete, fully executed and notarized as indicate above, Escrow Holder is instructed by SunStreet, Buyer and Seller to record the Termination of Notice, Notice, the UCC-1 and the UCC-3 at the close of the Escrow following the grant deed conveying the Property to Buyer and prior to the recordation of any Deed of Trust.

4. SunStreet acknowledges and agrees that the Notice is being recorded as an accommodation and neither Escrow Holder nor its underwriter assumes any liability for the priority or the effect on title to the Property of the Solar Assignment it discloses, except in connection with Escrow Holder's failure to comply with these Escrow Instructions.
5. Buyer acknowledges and agrees that (a) Escrow Holder is released from liability of any kind incurred by Buyer arising from the Notice or the Solar Assignment, (b) the following exceptions A, B, C, D and E shall appear in Schedule B of the Owner's Policy, and (c) the following exceptions A and B shall appear in Schedule B Part I, and the following exceptions C, D and E shall appear in Schedule B Part II of any concurrent lender policy issued for any deed(s) of trust encumbering the above referenced property:

- A. A Grant of Easement for Solar Energy Equipment and incidental purposes, subject to the terms and conditions contained therein:

Dated: 09/18/2013

Grantor: Lennar Homes of California, Inc, and each successive owner of a Lot, and each successive owner of a Lot

Grantee: SunStreet Energy Group, LLC, a Delaware limited liability company

Recorded: 09/27/2013

Document No.: 2013-0467723

- B. A Declaration Of Solar Energy Covenants, Conditions And Restrictions For Cambria @ Rancho Bella Vista (1406) Subdivision:

Dated: 09/18/2013

Declarant: Lennar Homes of California, Inc.

Recorded: 09/27/2013

Document No.: 2013-0467727

The terms and provisions contained in the document entitled Notice of Independent Solar Energy Producer Contract by and between the property owner and the Independent Solar Energy Producer:

Dated: (To be recorded after closing by Escrow Holder)

Independent Solar Energy Producer: SunStreet Energy Group, LLC

Recorded: (To be recorded after closing by Escrow Holder)

Document No.: (To be recorded after closing by Escrow Holder)

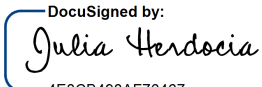
- C. Any claim by SunStreet Energy Group, LLC that any portion of the solar energy system is personal property rather than a fixture constituting a part of the real property covered by this policy.
- D. The UCC-1 Financing Statement recorded by SunStreet Energy Group, LLC providing notice of SunStreet Energy Group's ownership of the solar energy system.

- 6. Escrow Holder is instructed to deliver the executed Documents as follows:
 - (a) an executed complete original of the Solar Assignment to each of the undersigned,
 - (b) fully executed copies of the Notice to Buyer,
 - (c) provide to SunStreet conformed copies of the Termination of Notice, Notice, UCC-3 and UCC-1, together with recording information for the Termination of Notice, Notice UCC-3 and UCC-1, within five (5) days of the close of Escrow.

Documents sent to SunStreet should be mailed to the following address:

SunStreet Energy Group, LLC
 730 NW 107th Avenue, Suite 400
 Miami, Florida 33172
 Attention: Elizabeth Gherardi

SunStreet Energy Group, LLC,
 a Delaware limited liability company:

By:  _____
4E8CB498AF76467...
 Name: Julia Herdocia
 Its: Authorized Signatory
 Dated: 12/10/2020

Buyer:

Buyer: _____
MOHAMAD EL-ABDALLAH

Buyer: _____
LILIAN IBRAHIM

Buyer: _____

Buyer: _____

Buyer: _____

Dated: _____

**READ, APPROVED AND AGREED TO:
ESCROWSMART**

By: _____
Name: _____
Title: _____
Date: _____

Seller:

Seller: _____
Temet Flores

Seller: _____

Seller: _____

Seller: _____

Seller: _____

Dated: _____



ASSIGNMENT AND ASSUMPTION OF PPA (20/20)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is dated as of 12/16/2020 (the "Closing Date"), by and among SunStreet Energy Group, LLC, a Delaware limited liability company ("SunStreet" or "Company"), Temet Flores ("Assignor") and MOHAMAD EL-ABDALLAH, LILIAN IBRAHIM ("Assignee" or "New Homeowner"). In connection with the sale of the Property from Assignor to Assignee, the parties desire that the PPA (20/20) entered into between SunStreet and Assignor, and attached hereto as Exhibit A (the "Solar Agreement"), should be transferred and assigned to Assignee as the new owner of the Property.

Solar Agreement Information			
Solar Agreement	Date of Execution: 12/16/2020	Placed in Service Date: 06/01/2014	
Name of Community (the "Community"):	Cambria @ Rancho Bella Vista (1406)		
Assignor Name:	Temet Flores		
Mailing Address:			
Daytime Phone:	(951) 290-9025	Evening Phone:	
Email Address:	metetman123@yahoo.com		
New Homeowner Information			
Assignee Name:	MOHAMAD EL-ABDALLAH, LILIAN IBRAHIM		
Address of Home (the "Property"):	31784 Desert Holly Pl , Murrieta , CA 92563		
Daytime Phone:		Evening Phone:	(951) 240-0291
Email Address:	moe8abdallah@gmail.com, lilianzibrahim@gmail.com		

WHEN YOU SIGN THIS AGREEMENT, YOU AGREE THAT YOU ARE RESPONSIBLE FOR PERFORMING ALL OF THE OBLIGATIONS SET FORTH IN THE ATTACHED SOLAR AGREEMENT AS IF YOU HAD ORIGINALLY SIGNED THE ATTACHED SOLAR AGREEMENT. YOU SHOULD READ ALL OF THE TERMS OF THIS AGREEMENT AND THE ATTACHED SOLAR AGREEMENT TO UNDERSTAND THE OBLIGATIONS THAT YOU ARE RESPONSIBLE TO PERFORM.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Definitions.** All capitalized terms not otherwise defined herein have the respective meanings given to them in the Solar Agreement.
2. **Assignment and Assumption.** Effective as of the closing date of the sale of the Property to Assignee (the "Closing Date"):
 - (a) Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Solar Agreement (the "Assignment"). From and after the Closing Date, Assignee will replace Assignor as the "Homeowner" under the Solar Agreement and shall succeed to all of the rights and interests of Assignor under the Solar Agreement.
 - (b) Assignee hereby accepts the Assignment and agrees to perform, discharge and assume all duties, liabilities and obligations of the Assignor under the Solar Agreement for the balance of the Term set forth therein. Assignee agrees to be bound by the terms of the Solar Agreement in every way in place of the Assignor and Assignee shall be liable for any default or breach of the Solar Agreement, whether such default or breach occurs prior to or after the Closing Date.
3. **Representations and Warranties.**
 - (a) Assignor represents and warrants that each of the following statements is true and correct as of the Closing Date:
 - (i) Assignor had exclusive ownership rights to the Property (Assignor was the only fee simple owner(s) of the Property) immediately prior to the Closing Date, and on the Closing Date, Assignor transferred all of Assignor's rights, title and fee simple ownership interest in the Property to Assignee;
 - (ii) Assignor is not in default under, and has not breached any provision of, the Solar Agreement; and
 - (iii) Assignor has had the opportunity to review and discuss this Agreement with legal counsel and understands that any misrepresentation or omission in this Agreement made by Assignor is a material breach of this Agreement and the Solar Agreement and entitles SunStreet to the remedies provided for in the Solar Agreement.
 - (b) Assignee represents and warrants that each of the following statements is true and correct as of the Closing Date:
 - (i) Assignee has acquired the Property from Assignor as of the Closing Date and shall have exclusive ownership rights to the Property (Assignee will be the only fee simple owner(s) of the Property); and
 - (ii) Assignee has had the opportunity to review and discuss this Agreement with legal counsel and understands that any misrepresentation or omission in this Agreement made by Assignee is a material breach of this Agreement and the Solar Agreement and entitles SunStreet to the remedies provided for in the Solar Agreement.
4. **Further Assurances.** On and after the Closing Date, the parties hereto shall take any and all further actions, including but not limited to the execution of additional instruments or documents, that may be reasonably requested in writing by any one of them to effectuate or evidence the Assignment.
5. **Coordination with Solar Agreement.** Assignor and Assignee acknowledge and agree that this Agreement is delivered pursuant to, and is subject to, all of the terms, conditions, and limitations set forth in the Solar Agreement, which are by this reference incorporated in and made part of this Agreement. Nothing in this Agreement shall be deemed to supersede, enlarge, or modify any of the provisions of the Solar Agreement. If any conflict arises between the terms of the Solar Agreement and the terms of this Agreement, the terms of the Solar Agreement shall govern and control.
6. **Acknowledgement and Confirmation.** By executing this Agreement, Assignee acknowledges and agrees that the Ownership of the PV System Component Parts remains in SunStreet, that the PV System Component Parts are the personal property of SunStreet and that SunStreet is authorized to file a Form UCC-1 Financing Statement (in substantially the form attached to the Solar Agreement as Annex VII) or similar statement with all applicable governmental agencies to evidence such ownership
7. **Recordation of Notice.** Recordation of additional documents:
 - (a) FOR CALIFORNIA RESIDENTS ONLY: Assignee acknowledges that a "Notice of an Independent Solar Energy Producer Contract" in the form of an exhibit to the Solar Agreement, as required by California Public Utilities Code Section 2869 will be executed by SunStreet and authorizes SunStreet to record the Notice in the Official Records of the county in which the Premises are located.
 - (b) FOR RESIDENTS OF ALL OTHER STATES: Assignee acknowledges that a "Memorandum of Solar Agreement" in the form of an exhibit to the Solar Agreement will be executed by SunStreet and authorizes SunStreet to record the Memorandum in the Official Records of the county in which the Premises are located.
8. **Privacy Policy Notice.** Homeowner acknowledges that Homeowner has received and reviewed Company's Privacy Policy Notice attached hereto as Exhibit "B" ("Privacy Policy Notice") and Homeowner accepts the Privacy Policy Notice. Homeowner further acknowledges that the Privacy Policy Notice is subject to amendment and modification from time to time.
9. **Miscellaneous.**

- (a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. This Agreement and the Solar Agreement, and any other agreements or documents incorporated herewith and therewith, constitute the entire agreement among SunStreet, Assignor and Assignee and supersede all prior oral and written negotiations, communications, discussions and correspondence pertaining to the subject matter hereof.
- (b) All notices, under this Agreement will be in writing and shall be sent by either electronic mail or United States Postal Service Certified Mail, to the address of the other Party as set forth herein or to any later address last known to the sender. Notice will be effective upon delivery. Notices to SunStreet may be sent to the following address: SunStreet Energy Group, LLC, 790 NW 107th Avenue, 3rd Floor, Miami, FL 33172, Attention: General Counsel.
- (c) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
- (d) THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, WITHOUT REFERENCE TO ANY CONFLICTS OF LAW PRINCIPLES. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AS SET FORTH BELOW.
- (e) THE PARTIES TO THIS AGREEMENT SPECIFICALLY AGREE THAT ANY DISPUTE (HEREINAFTER DEFINED) SHALL BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 ET SEQ.) AND NOT BY OR IN A COURT OF LAW OR EQUITY, AND AS SPECIFICALLY SET FORTH IN THE SOLAR AGREEMENT. "DISPUTES" (WHETHER CONTRACT, WARRANTY, TORT, STATUTORY OR OTHERWISE), SHALL INCLUDE, BUT ARE NOT LIMITED TO, ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS ARISING UNDER, OR RELATED TO, THIS AGREEMENT, THE SOLAR AGREEMENT, OR ANY DEALINGS BETWEEN SUNSTREET AND ASSIGNEE OR BETWEEN SUNSTREET AND ASSIGNOR.

NOTICE: BY INITIALING IN THE SPACE BELOW, THE PARTIES ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS PROVISION AND IN THE DISPUTE RESOLUTION PROVISION OF THE SOLAR AGREEMENT, DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND ARE GIVING UP ANY RIGHTS EACH MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED BY A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW EACH PARTY IS AGREEING TO ALL OF THE TERMS SET FORTH UNDER THE DISPUTE RESOLUTION PROVISION OF THE SOLAR AGREEMENT. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, EACH MAY BE COMPELLED TO ARBITRATE IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. THIS AGREEMENT TO ARBITRATE IS VOLUNTARY.

ALL PARTIES HAVE READ AND UNDERSTAND THE ARBITRATION PROVISIONS SET FORTH IN THIS AGREEMENT AND IN THE SOLAR AGREEMENT AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED HEREIN, AND IN THE DISPUTE RESOLUTION PROVISION OF THE SOLAR AGREEMENT, TO NEUTRAL ARBITRATION.

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ASSIGNOR'S INITIALS

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ASSIGNEE'S INITIALS

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SUNSTREET'S INITIALS

- (f) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORT

BY MY INITIALS BELOW, I AUTHORIZE SUNSTREET ENERGY GROUP, LLC, ITS FINANCING PARTNERS, SUCCESSORS AND ASSIGNS, AND ANY THIRD-PARTY VENDORS USED BY THE AFOREMENTIONED PARTIES (COLLECTIVELY THE "SOLAR PARTIES"), TO OBTAIN A CONSUMER CREDIT REPORT ON ME. I UNDERSTAND THAT THE SOLAR PARTIES WILL USE MY CONSUMER CREDIT REPORT ONLY TO ANALYZE THE SALE OF CERTAIN RIGHTS TO THE PAYMENTS UNDER THIS AGREEMENT. I CERTIFY THAT ALL INFORMATION I PROVIDE IN CONNECTION WITH CHECKING MY CREDIT WILL BE TRUE AND I UNDERSTAND THIS INFORMATION MUST BE UPDATED UPON REQUEST IF MY FINANCIAL CONDITION CHANGES.

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ASSIGNEE'S INITIALS

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COMPANY'S INITIALS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

ASSIGNOR SIGNATURE:

BY SIGNING BELOW, ASSIGNOR AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

Name: Temet Flores

Date Signed: _____

Name:

Date Signed: _____

Name:

Date Signed: _____

Name:

Date Signed: _____

Name:

Date Signed: _____

ASSIGNEE SIGNATURE: ASSIGNEE AGREES TO AND IS AWARE OF ALL THE PROVISIONS ON PAGES 1 THROUGH 4 OF THIS AGREEMENT AND ALL OF THE PROVISIONS OF THE SOLAR AGREEMENT, ATTACHED TO THIS AGREEMENT AS EXHIBIT A. ASSIGNEE HAS READ PAGES 1 THROUGH 4 OF THIS AGREEMENT AND (i) THE SOLAR AGREEMENT AS WELL AS ALL EXHIBITS ATTACHED TO THE SOLAR AGREEMENT AND ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS AGREEMENT AND THE SOLAR AGREEMENT.

Name: MOHAMAD EL-ABDALLAH

Date Signed: _____

Name: LILIAN IBRAHIM

Date Signed: _____

Name:

Date Signed: _____

Name:

Date Signed: _____

Name:

Date Signed: _____

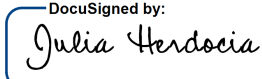
<p>SUNSTREET SIGNATURE:</p> <p>BY SIGNING BELOW, SUNSTREET AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.</p> <p>SUNSTREET ENERGY GROUP, LLC</p> <p>DocuSigned by: </p> <hr/> <p>NAME: Julia Herdöcia</p> <p>TITLE: Authorized Signatory</p> <p>DATE SIGNED: 12/10/2020</p>	

Exhibit A
PPA (20/20)

(attached hereto)

Exhibit B

SunStreet Energy Group, LLC

Privacy Policy

Effective: January 1, 2020

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Personal Information this Privacy Policy Covers

This Privacy Policy explains how **SunStreet Energy Group, LLC** (“SunStreet,” “we,” “us,” “our”) collects, uses and discloses personal information about our customers and prospective customers, users of our website, sunstreet.com, and mobile applications (collectively, our “Online Services”), people we meet in person or by phone, and others whose personal information we collect and retain (“you” or “your”).

We use the term "personal information" in this Privacy Policy to refer to information that identifies, relates to, describes, or is reasonably capable of being associated, directly or indirectly, with an identifiable individual.

Personal information does not include information that cannot reasonably be used to identify or be linked to a specific individual or household because it has been effectively disassociated from identifiable information or anonymized by technical modification.

Sources of Personal Information

We may obtain Personal Information from a range of sources including (but not limited to) the following:

- Information you submit via our Online Services (including, but not limited to, setting up and using a payment account in our customer portal, monitoring your power production using mobile or online applications we provide, filling out forms or requests on our website, or sending an e-mail message);
- Information you provide when you complete and sign our agreements and other documents or communicate with us in person or by telephone, including payment information;
- Information you provide when you visit a model home with a SunStreet solar energy system;
- Credit reporting agencies;
- Power production output and solar panel performance monitored by a third party service provider;
- Developers, home builders, realtors, and other companies that provide products and services to home buyers and individuals interested in home building and new community development;
- Our affiliated companies in the homebuilding, home financing, and insurance industry (“SunStreet Affiliates”), including Lennar Corporation, Eagle Home Mortgage, LLC, and Eagle Home Mortgage of California; and
- Information you provide when responding to marketing focus groups, surveys, interviews, sweepstakes, and other promotions by SunStreet Affiliates.

When you use our Online Services, we automatically collect and store technical data using cookies and other internet technologies. Although the online data collected this way may not specifically identify you, they can be combined with other information about your internet activities to identify your interests and preferences. For more information about these technologies, how they function, why we use them, and how you can restrict them, see the section below titled “How We Use and How You Can Restrict Cookies and Other Internet Technologies.”

Categories of Personal Information We Collect

The chart below summarizes the categories and specific pieces of personal information SunStreet may have collected about you during the past twelve (12) months, depending on the nature and scope of our interactions with you, and the third parties that may have access to your personal information. For more information about third party access to personal information, see the section titled, “How and Why We Share Personal and Other Information.”

Categories of Personal Information	Specific Items of Personal Information	Third Party Access
Personal identifiers	Customer's name, postal address, email address, home telephone number, work telephone number, fax number, cell phone number, and signature	Name, address, and telephone number(s) shared with installation and repair service providers
Consumer Information	<ul style="list-style-type: none"> • Creditworthiness; credit history • Credit card or bank account information customer provides directly for single payment purpose (destroyed upon processing). 	Payment processor if payment made through customer portal; not shared if submitted directly to SunStreet
Commercial Information	Closing information for home closing; customer payments and transactions; lease or purchase history; transactions with a SunStreet Affiliate	Not shared
Internet and other electronic network activity	Device identifier; forms completed online; payment data submitted via online portal; production output, solar panel performance; dates/times/duration of visits to the Online Services; internet and mobile device service provider, internet pages visited, and other browsing history	Data analytics services
Customer or household demographic information	Community in which customer home is located; street and mailing address; the closing date for home purchase; general home characteristics such as square footage and number of rooms; and information about the SunStreet solar system installed in the home	Installation services; developer and/or builder
Power production information	Information related to the power production output; operation and performance of the solar panels installed in the home.	Power production monitoring service accessible by customer (mobile app and/or online)
Power consumption information	Information related to power consumption in some but not all communities; otherwise collected only if customer requests review of rate charged for monthly usage	Not shared
System servicing-related information	System servicing, customer preferences regarding further information about our services, and preferences related to usage of USPS and other carriers for deliveries from us.	System installation, maintenance and repair services; delivery carriers

Categories of Personal Information	Specific Items of Personal Information	Third Party Access
Professional/employment Information (for job applicants only)	Applicant’s resume, application content, education and prior employment information, preferences	Online job application service provider

How We Use Your Personal Information

SunStreet collects and uses your personal information for the purposes summarized below, but our use of your information is subject to the following limitations:

The terms of this Privacy Policy;

Any specific terms applicable to the services or products you request;

Your instructions to us that limit the use of certain information when you exercise an “opt-in” or “opt-out” or “unsubscribe” option we provide; and

The requirements of applicable law.

Subject to those limitations, SunStreet may use your personal information in the following ways:

- Enter into power purchase agreements, solar lease agreements or, solar purchase agreements with customers in connection with the closing on a home purchase.
- Establish, maintain, and service customer accounts and process monthly billing and payment based on power production, and offer a customer portal for billing and payment
- Verify customer credit information;
- Offer power production monitoring services through third party mobile application or online provider;
- Process, arrange for, and fulfill requests for maintenance repair and other system servicing through local service providers;
- Build long-term customer relationships by communicating and working closely throughout the contracting, planning, and completion of a home-building project, requesting feedback on the customer’s experience, and offering products and services in the future.
- Undertake activities to maintain the quality of SunStreet products and services and to improve, upgrade, and enhance those products and services including research and development.
- Manage our Online Services to maintain functionality, assess our users’ feedback so that we present information on your computer or mobile device in a user-friendly way, and to detect security incidents and protect against malicious, deceptive, or illegal activity and take appropriate action if needed.
- Develop demographic information for statistical and market research for product development, project planning, development of prospect lists, and other strategic marketing purposes.
- Manage our contractual relations, protect our business interests, enforce our terms and conditions, and comply with applicable law by monitoring, investigating, and taking other actions to detect and prevent illegal or fraudulent activities and risks to the personal safety of any individual.
- Comply with valid legal process and respond to appropriate governmental requests.
- Aggregate and de-identify personal information so that it is no longer reasonably associated with an identified or identifiable natural person, and may then be used for any lawful purpose.

How and Why We Share Personal and Other Information

SunStreet does not sell personal information to third parties. As summarized below, personal information is disclosed or accessible to third parties to carry out SunStreet's business purposes.

Service Providers. In connection with our business activities or as you may direct us, your personal information may be disclosed or accessible to the following categories of service providers in order to perform their functions, but they are not permitted to use personal information for their own commercial purposes:

- Administrative and technology support services (including SunStreet Affiliates) such as data management, data and records storage, online and offline mailing services;

- Third party service providers for hosting of Online Services including power production monitoring, and customer accounts;

- Payment processors to receive and process monthly payments local installers and repair and maintenance service providers for your solar energy system;

Investment and Financing Sources. With the customer's consent, we share de-identified information with investors and other power purchase and solar lease agreement financing sources. This information may include a credit score and production output for a home, but does not include the customer's name, address or other identifying information.

Website Analytics Services. We use third parties, such as Google Analytics, to collect website usage data and provide usage and functionality reports to us. Although SunStreet does not disclose any directly identifying personal information to a third-party data analytics provider, the provider may monitor a user's interactions with our online services and combine this data with data from other Online Services monitored by the same service provider and then use these findings for its own business and commercial purposes. The provider may have means of correlating data from our Online Services to an identifiable individual, in which case the processing of personal information will be the responsibility of the service provider.

To learn more about how Google collects and processes data and the choices Google may offer to control these activities, you may visit: <http://www.google.com/intl/en/policies/privacy/partners/>.

SunStreet Affiliates. We may share information about our own transactions and experiences with you with SunStreet Affiliates as permitted by law. However, under Federal law, you have the right to opt out of the disclosure of your creditworthiness information to our SunStreet Affiliates and may do so by emailing us at service@sunstreet.com.

Other Third Parties. Except as otherwise provided in this Privacy Policy, we may share or disclose personal information to other third parties for the following reasons:

- To manage our business and protect our interests.

- To enforce our contracts and the Terms and Conditions applicable to the use of the Online Services.

- To fulfill your requests including connecting with your social media accounts.

- To comply with laws or valid legal process and in response to appropriate governmental requests.

- As we deem reasonably necessary to investigate, prevent or take other appropriate action in connection with potential illegal or fraudulent activities or potential risk to the personal safety of any individual or the security of your personal information.

- As we deem reasonably necessary in connection with a major business transaction subject to appropriate confidentiality protections.

- Your Privacy Rights Under the Fair Credit Reporting Act

How We Use and How You Can Restrict Cookies and Other Internet Tracking Technologies

Website Analytics Data. We use cookies and similar technologies on our Online Services to obtain data about how these services are used and to analyze visiting patterns. These data include:

- *Identification*—prior visits to the Online Services and other personalized services such as our customer payment portal and power production application.
- *Device*—your IP address, mobile device identifier, browser type, operating system, and other usage information from your visit to the Websites.
- *Usage*— browsing history, search history, and information regarding your interactions with our Online Services, other websites, applications, or advertisements.
- *Location information*—your IP address or mobile device identification transmits general information about your geolocation and you may allow us to obtain more specific geolocation information.

These technologies support some of the features of the Online Services including maintaining your account login information between visits and enabling us to identify your IP address or mobile application identifier in order to deliver services you request online. These technologies are also deployed to measure aggregate usage of our Online Services including the time and length of visits, the websites you visited just before and after our Online Services, and your internet service provider.

Restricting Internet Technologies. You can restrict how cookies and other internet and mobile application technologies are used to track and log data about your visits to our Online Services and other internet usage. If you restrict the use of cookies and other technologies, some of our online services cannot be fully utilized.

These controls include:

- Using settings (if available) on your web browser or device to manage how your personal information and preferences are stored.
- Installing the Google Analytics opt-out browser add-on described at the Google Analytics Opt-out Browser Add-on page at <https://tools.google.com/dlpage/gaoptout>.
- Communicating directly with third-parties we may authorize to collect data on our Online Services as explained at:
 - Google: <https://policies.google.com/privacy>;
 - Facebook: <https://www.facebook.com/privacy/explanation>
- Purchasing a utility from an independent software provider that you install on your computer browsers to limit tracking of your browsing activity.

Protection of Personal Information

We maintain reasonable security procedures and practices appropriate to the nature of the personal information we collect. Despite our efforts to safeguard your personal information, we cannot guarantee it will be completely secure from unauthorized access, disclosure, use, or alteration. In particular, there is always a risk inherent in the electronic transmission and storage of information.

Links to Other Internet Sites

Our Online Services may contain links or re-direct you to other websites that are not operated by SunStreet. If you click a third-party link, you will be re-directed to that third-party's site. These linked sites operate independently from the SunStreet website and have their own privacy policies or notices for the personal

information collected or processed on those sites, which we recommend you review if you wish to use the services available through these linked websites. For example, if you use our customer portal to check your account or submit a payment, you will be redirected to the payment processor's website. If you use the mobile application or an online service to review your power production data, that information is accessible to the third party monitoring service. To the extent any linked sites you use are not part of the SunStreet or do not display this Privacy Policy, we are not responsible for their content, your use of those sites, or the privacy practices of any of those sites. The privacy policy and practices of that third party will determine how your personal information is handled by the third party.

Similarly, if you connect with a social media feature available on our website, such as the Facebook "Like" button and "retweet" on Twitter, the social media service will controls these activities, not SunStreet.

SunStreet has no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites or services. We strongly advise you to review the privacy policy of every site or mobile application you visit.

Choices to Opt-Out and Limit Marketing

You may receive marketing communications from SunStreet or our SunStreet Affiliates. At any time, choose to not receive these communications by using the "unsubscribe" feature provided in the e-mail marketing message or by "opting out" or "unsubscribing" from specific mailing lists or by contacting us as explained in the section titled, "How You Can Contact Us."

If you unsubscribe from receiving promotional emails, you will still receive transaction-related and other communications that are not promotional or marketing in nature.

International Visitors

Please note that SunStreet operates only in the United States and your personal information will be processed in the United States. If you reside or are located in a different country, the data protection laws of that country may differ from the laws of the United States in how personal information is protected. When you provide personal information to us, or we obtain it through your use of our Online Services or in other ways, your information will be transferred to the United States and processed in accordance with the laws of the United States and the guidelines of this Privacy Policy. By providing your personal information or doing business with SunStreet, you agree to and acknowledge our collection, transfer, and processing of your personal information in accordance with this Privacy Policy.

Effective Date of Privacy Policy

This Privacy Policy is effective as of the date stated above and is incorporated into and subject to the Terms and Conditions for use of for our website, sunstreet.com. SunStreet may at any time revise this Privacy Policy by updating the document posted on our Online Services and otherwise provided to customers and others. When using our Online Services or communicating with us, you are bound by the version of this Privacy Policy then in effect and we recommend that you periodically visit this page to review the Privacy Policy as currently in effect.

Notices and Rights for California Consumers

California Consumer Privacy Act

This section of our Privacy Policy supplements our Privacy Policy to provide additional information under the California Consumer Privacy Act of 2018, as amended, and applies only to consumers who reside in the State of

California. This section does not apply to SunStreet personnel or to California residents whose information we obtain in business to business interactions.

Notice at Collection of Personal Information

The personal information we collect about consumers and the business or commercial purposes for which it will be used is described in the following sections of our Privacy Policy:

What Personal Information this Privacy Policy Covers

Sources of Personal Information

Categories of Personal Information We Collect

How We Use Your Personal Information

How and Why We Share Personal and Other Information

Right to Know about Personal Information We Collect, Disclose, or Sell

California consumers have the right to request any of the following information from Company regarding personal information collected about the consumer or the consumer's household during the last 12 months ("Right to Know"):

The categories of personal information we collected.

The categories of sources from which the personal information is collected.

The business or commercial purpose for collecting or selling personal information.

For personal information sold or exchanged for value with a third party: categories of personal information and categories of third parties.

For personal information disclosed to a third party for a business purpose: categories of personal information; and categories third parties.

The specific pieces of personal information collected about you (except for very sensitive personally identifiable information, which we will describe but not transmit).

The ways you can submit a Right to Know request, and how we will verify and respond to your request, are explained below under "How to Make a Verifiable California Consumer Request" and "How We Will Respond to a California Consumer Request."

Right to Deletion of Personal Information

California consumers have the right to request that Company delete any personal information about the consumer which Company has collected from the consumer, subject to a range of exclusions permitted by law ("Right to Delete"). For example, Company is not required to delete personal information if it is necessary to complete a transaction, is reasonably used for an ongoing business relationship, or is used internally in a lawful manner that is compatible with the context in which the consumer provided the information.

Once we receive and verify your request, we will separately confirm your request and follow appropriate procedures to verify the identity and authority of the person submitting the request. If the Right to Delete request is confirmed and verified, we will delete (and direct our service providers to delete) the requested personal information from our records, unless an exclusion applies. If we are unable to fulfill all or part of your request,

we will let you know why (for example, if we have a permitted reason to retain certain information if the identity of the requesting person cannot be verified).

The ways you can submit a Right to Delete request, and how we will verify and respond to your request, are explained below under “How to Make a Verifiable California Consumer Request” and “How We Will Respond to a California Consumer Request.”

No Sales of Personal Information

California consumers have the right to direct a business not to sell their Personal Information to others. In the preceding twelve months, SunStreet has not engaged in any sales of personal information for monetary or other consideration and we have no plans to do so.

As explained in the section of this Privacy Policy titled “How We Share Personal Information,” SunStreet may participate in joint marketing programs that involve sharing personal information about customers with our affiliated companies in the home building industry or other companies that offer products or services we believe may be of interest to our customers. We may also use de-identified information in connection with financing transactions. We do not consider these uses to involve the sale of personal information.

Right to Designate an Authorized Agent

California consumers have the right to designate an authorized agent to act on their behalf to submit a Right to Know or Right to Delete request, or a request to opt-out from the Company’s sale of their Personal Information. An authorized agent may be a natural person or a business entity registered with the Secretary of State. An authorized agent must also submit to the Company written proof of their authorization to act on the consumer’s behalf.

How to Make a Verifiable California Consumer Request

California consumers may submit a request to exercise any of their rights described above using any of the following methods:

By phone:	1-877-SLR-POWR (1-877-757-7697)
By email:	service@SunStreet.com
By postal mail:	SunStreet Energy Group, LLC 6531 Irvine Center Drive #200 Irvine, CA 92618 Attention: Marketing

Please note that in order for us to verify certain requests (including verification of your identity, California residency, and – for requests made on behalf of someone else – your relationship with the individual on whose behalf the request is being made), you may be required to confirm information that we have on file for you; including email address, phone number, full name, address and other personal information. We reserve the right to deny a consumer request if the identity or authority of the requesting party cannot be confirmed.

How We Will Respond to a California Consumer Request

We will confirm receipt of your Right to Know or Right to Delete request within ten days and may request additional information necessary to verify that you are permitted to make the request. We will respond to any verifiable consumer request within 45 days of receiving it, subject to delays and exclusions permitted by law. If we require more time to respond, we will let you know the reason why and the extension period in writing. If

you have a password-protected online account with us, we will respond via that account. If you do not have an online account, we will use the email address or U.S. Postal address you provided to us when making the request.

For a Right to Know request, our response will cover the 12 month period preceding our receipt of the request. If we cannot comply with all or part of your request, we will explain the reasons why. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information readily from one entity to another entity.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Protection from Discrimination for Exercising California Consumer Rights

We will not discriminate against a California consumer for exercising any of the rights described in this section. This means that except as legally permitted we will not:

Deny you goods or services.

Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

Provide you a different level or quality of goods or services.

Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Financial Incentive Programs

We are permitted to offer certain financial or service incentives to encourage consumers to provide certain financial information. If we offer a financial or service benefit program to you, we will provide a written description of the material terms of the program to you in a written Notice of Financial Incentive, and you will only be enrolled as a participant if you affirmatively opt-in to the program. You may revoke your opt-in consent at any time. The Notice of Financial Incentive will explain the process for opting-in to participate and withdrawing from the program (opting-out) in.

California “Shine the Light” Law

Under California Civil Code Section § 1798.83, California’s “Shine the Light” law, California residents who provide Personal Information in obtaining products or services for personal, family or household use are entitled to request and obtain, once per calendar year, information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses those businesses with which we shared customer information for the immediately prior calendar year. You may request this information by contacting us as explained in the section of the Privacy Policy titled “How to Contact Us” below and indicating “Request for California Privacy Information.” Not all information sharing is covered by the “Shine the Light” requirements and only information on covered sharing will be included in our response.

This is a Patch T type separator sheet.



Form Type = "Sunstreet - Closing Do"

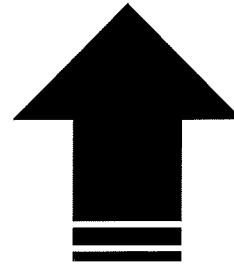
CODE128

This is a Patch T type separator sheet.



Form Type = "Sunstreet - Closing Do"

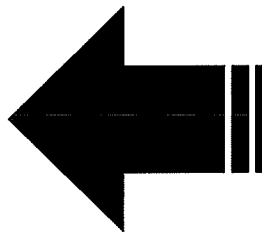
CODE128



Portrait Feed

New Form Follows...

Printed on 12/10/2013 4:27:29 PM



Landscape Feed

New Form Follows...

Printed on 12/10/2013 4:27:29 PM

Community Cambria - RBV 5500 Phase 01 Homesite 0256 Tract Cost Center 1406510256



Solar 20/20 Plan Agreement and Covenants

This Solar 20/20 Plan Agreement and Covenants (the "Agreement") is made as of 11/19/13 between Temet Flores the purchaser of a home participating in the SunStreet Solar Home Program and as specified in the closing documents ("you" or the "Homeowner"), and SunStreet Energy Group, LLC, a Delaware limited liability company ("we," "us," "our" or the "Company"), which is an affiliate of Lennar Corporation. Homeowner and the Company are referred to herein each individually as a "Party" and collectively as the "Parties." All capitalized terms not otherwise defined herein shall have the meanings set forth for such terms set forth in Article I of this Agreement. This Agreement is also referred to in certain documents as a "Power Purchase Agreement" or "PPA."

Homeowner Information			
Homeowner Name:	Temet Flores		
Address of Home (the "Address"):	31784 Desert Holly Pl, Murrieta, CA 92563		
Name of Community (the "Community"):	Cambria - RBV 5500		
Daytime Phone:	951-290-9025	Evening Phone:	951-290-9025
Email Address:	metetman123@yahoo.com		

Customer Service Information	
Customer Service Hotline:	If you have any questions regarding any aspects of this Agreement, please call: 1-877-SLR-POWR (1-877-757-7697)

When you sign this Agreement, you agree that you are responsible for performing certain obligations. You should read all of the terms of this Agreement to understand the obligations that you are responsible to perform. If you have purchased your home with proceeds of a loan insured by the Federal Housing Administration, we will consider releasing you from (or reducing the amount of) your payment obligations set forth in this Agreement to the extent that you can demonstrate considerable economic hardship that directly causes your inability to meet the terms of this Agreement.

Some, but not all, of your obligations under this Agreement include:

- You must provide us such access to the PV System on your home and property as is necessary to operate, maintain and repair the PV System, and to remove or modify the PV System as necessary.
- You have the right to transfer this Agreement to any subsequent purchaser of your home without penalty. Otherwise, when you sell your home you must purchase the PV System for an amount calculated in accordance with Annex IV, and sell it to the subsequent purchaser of your home. If you lease your home, you will remain responsible for performing your obligations under this Agreement.
- If this Agreement is terminated early, you may have to pay us certain fees described in the section entitled "Termination and Remedies" of this Agreement. You would be required to pay us these fees because of a "Homeowner Event of Default" as described in Section 7.01(a) of this Agreement. A Homeowner Event of Default may occur because of the following:
 - You fail to make a payment within 30 days of the date such payment was due;
 - You fail to perform your other obligations under this agreement;
 - You deny us access to the Premises;
 - You attempt to transfer your interest under this Agreement without our prior written consent, unless you are selling your home and your buyer agrees to assume this Agreement; or
 - You file for bankruptcy.

- You are responsible for notifying us of any problems with the PV System.
- You must at all times maintain working internet and electrical connections, including a router with an available terminal.
- You must maintain your property such that the PV System has adequate access to sunlight.
- You are responsible for the costs of repairing any damage to the PV System caused by you or your guests or other invitees.
- You will cooperate with us in helping you to take advantage of any net metering programs (if such programs are available in your jurisdiction) and you will be responsible for entering into the applicable arrangements with your Local Electric Utility to do so. You are obligated to purchase all electricity generated by the PV System, regardless of how much of that electricity you consume at your home, and any credits due you or charges owed by you as a result of net metering programs will only appear on your bill from your Local Electric Utility.

BY SIGNING THIS AGREEMENT, YOU ARE REPRESENTING THAT YOU WILL BE THE OWNER OF THE HOME AT THE ADDRESS LISTED ABOVE AS OF THE CLOSE OF ESCROW AND THAT YOU AND ANY OTHER PERSON SIGNING THIS AGREEMENT UNDER THE HEADING "YOUR SIGNATURE" WILL BE THE ONLY OWNERS OF THIS HOME.

Homeowner and the Company agree to the following terms and conditions, as more fully set forth beginning with Article I on page 2:

Term:	The "Term" of this Agreement shall be effective from the later of the Placed in Service Date and the Close of Escrow to the end of the 20th year after the first day of the calendar month following the "Placed in Service Date" (as defined in Article I, below) unless terminated earlier pursuant to an express provision of this Agreement or extended pursuant to Section 7.03. Notwithstanding the foregoing, if you rescind your purchase of the Home and Premises in accordance with applicable law, this Agreement shall immediately terminate with no further obligations between the Parties. We shall be obligated to remove the PV System Component Parts upon the expiration or termination of this Agreement (provided that the parties do not agree to extend this Agreement pursuant to its terms or you do not exercise your option to purchase the PV System at such time). Please note that, if the Close of Escrow is later than the Placed in Service Date, the Term of this Agreement may be less than 20 years.
Estimated Placed in Service Date:	12/20/2013
Approximate System Size (kW):	4.59 (which is estimated to deliver approximately 6,822 kilowatt hours during the first year of the Term; actual performance will vary based on several factors, including weather, soiling and shading).
Energy Price and Other Costs:	<p>The monthly Energy Price for the Term of this Agreement shall be calculated (as set forth in <u>Annex I</u>) at a 20% discount from the Reference Price based on the monthly blended retail rate charged by the Local Electric Utility, including other rate-based charges by the Local Electric Utility. NOTE: THE ENERGY PRICE WILL VARY OVER TIME AS THE REFERENCE PRICE VARIES OVER TIME. THE ENERGY PRICE WILL INCREASE AS THE REFERENCE PRICE INCREASES AND WILL DECREASE AS THE REFERENCE PRICE DECREASES. THE REFERENCE PRICE IS BASED ON THE ESTIMATED CONSUMPTION OF THE HOME, WHICH MAY VARY SIGNIFICANTLY FROM YOUR ACTUAL CONSUMPTION. PLEASE SEE SOLAR 20/20 PLAN DISCOUNT GUARANTEE, ATTACHED HERETO AS <u>ANNEX VI</u>. The Energy Price is stated in dollars per kWh. Your Energy Price for the first month of the Term is estimated to be \$0.168/kWh, assuming your Placed in Service Date falls in the month of December.</p> <p>In addition to the Energy Price, Homeowner will be responsible for all taxes levied on the purchase or sale of electricity under this Agreement (including, potentially, state and local sales tax on the equipment, based on the payments made hereunder) which the Company will collect from Homeowner for transmittal to the appropriate taxing authority.</p>
Payment:	We will invoice you each month for all of the electricity generated by the PV System in the relevant month, including any applicable taxes, on such day as we may select in order to coordinate billing cycles with the Local Electric Utility. The payment due is equal to: (A) the product of (1) the amount of electricity generated by the PV System in the relevant month and (2) the Energy Price for such month, as specified above, plus (B) any taxes or other amounts for which you are responsible under this Agreement. All invoices are due and payable on or before 20 days following the date of the invoice. All payments shall be made either via personal check or Automated Clearing House (ACH) payment system. Any payments not made when due, (including as a result of insufficient funds or any other reason that is not the fault of Company), will be deemed delinquent and will accrue interest at the Interest Rate (as defined below) from and including the due date but excluding the date the delinquent amount is paid in full, or as otherwise permitted by law. We may provide you with an estimated invoice, in which case we will make any necessary adjustments in a subsequent invoice.
Operation and Maintenance	We are responsible for: (i) metering of the PV System (Section 2.03) and (ii) maintaining the PV System in good condition and enforcing all manufacturer warranties (Section 2.04).
Responsibilities:	You are responsible for using reasonable efforts to: (i) notify us of problems with the PV System (Section 2.04), (ii) maintain working internet and electrical connections (including a router and available terminal) for the purposes of ongoing monitoring of the PV System (Section 3.03), and (iii) keep all trees, other vegetation and any other obstructions from overshadowing or blocking the PV System's access to sunlight (Section 3.04).

Transfer of Ownership of the Premises:	If the Premises are sold or transferred while this Agreement is still in effect, you must require the transferee to either (i) buy the PV System (or have the transferor of the Premises buy the PV System) from the Company for the amount calculated pursuant to <u>Annex IV</u> or (ii) execute an agreement assuming all of your obligations under this Agreement.
Disposition at the end of the Term:	At the end of the Term: (i) we shall remove the PV System Component Parts from your Home, subject to the requirements of Section 3.07, or (ii) you and we may mutually agree to extend the Term of this Agreement, or (iii) you may buy the PV System for the Company for the amount calculated pursuant to <u>Annex IV</u> .
Description of PV System:	See <u>Annex II</u> , PV System Parts List

Article 1. Definitions.

Section 1.01 Defined Terms. Unless defined in the introductory provisions or disclosure section above or in the body of this Agreement, all capitalized terms used herein have the meanings set forth below:

- (a) "Address" shall have the meaning set forth under Homeowner Information on page (i) hereof.
- (b) "Bankruptcy" means, with respect to any Party, such Party (a) files a petition or otherwise begins, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed against it, (b) makes an assignment or general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee or similar official appointed with respect to it or any substantial part of its property or assets, or (e) is generally unable to pay its debts as they become due.
- (c) "Close of Escrow" means the closing date for the purchase of the Home by Homeowner pursuant to the Purchase and Sale Agreement between Homeowner and Lennar Homes of California, Inc., a California Corporation.
- (d) "Community" shall have the meaning set forth under Homeowner Information on page (i) hereof.
- (e) "Company" means SunStreet Energy Group, LLC, a Delaware limited liability company, or any subsidiary thereof.
- (f) "Easement" means that certain easement recorded in the real property records for the County in which the Home is located, which is attached to this Agreement as Annex III and is incorporated herein by reference.
- (g) "Energy Price" shall have the meaning set forth in Annex I.
- (h) "Environmental Attributes" means any and all current or future credits, benefits, emissions reductions, offsets, and allowances, and/or renewable energy credits or certificates or reporting rights, howsoever entitled, in each case attributed or allocable to electricity produced by the PV System. Environmental Attributes include, but are not limited to:
- (i) any avoided emissions of pollutants to the air, soil or water, such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
 - (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases (GHGs);
 - (iii) the reporting rights associated with avoided emissions or renewability, including green tags;
 - (iv) related subsidies or "tipping fees" that may be paid to other parties to accept certain fuels, or local subsidies received by other parties for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; and/or
 - (v) emissions allowances, renewable energy credits or similar benefits, certificates or credits.
- (i) "Fair Market Value" means the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction, or is related to each other.

- (j) "Generated Electricity" means the quantity of 60-cycle alternating current (AC) electricity generated by the PV System, but excludes any other generator-based or regulatory products such as capacity or ancillary services that may be available with respect to the PV System.
- (k) "Home" means the physical structure making up the Homeowner's residence at the Address.
- (l) "Homeowner's Electricity Usage" means, for any billing period, Homeowner's use of electricity at the Premises.
- (m) "Interest Rate" means the maximum rate permitted by law.
- (n) "Local Electric Utility" means the local electric utility that provides retail electric service to Homeowner.
- (o) "Ownership" or "Own" refers to, with respect to the Company, ownership of the PV System Component Parts through a direct or indirect ownership interest.
- (p) "Ownership Benefits" means Ownership of the installed PV System Component Parts, along with all associated benefits, including, but not limited to, Generated Electricity, Environmental Attributes, Renewable Energy Incentives and all other rights, privileges, assets, qualifications (including, without limitation, status as a qualifying small power production facility (QF) under federal law), incentives, utilities regulatory products (such as capacity or ancillary services) or similar benefits related thereto.
- (q) "Placed in Service Date" means the date on which the Company has (1) received all necessary approvals from the Local Electric Utility and other relevant authority, WHICH MAY OR MAY NOT HAVE OCCURRED PRIOR TO THE CLOSE OF ESCROW and (2) completed the energization of the PV System and connection thereof with the Local Electric Utility.
- (r) "Premises" means the Homeowner's Home and all surrounding property to which Homeowner holds title at the Address.
- (s) "PV System" means the solar photovoltaic ("PV") system installed on the roof of the Home, as is more fully described in Annex II, which shall include the PV System Component Parts and the Solar Fixtures.
- (t) "PV System Component Parts" means the PV System solar panels, inverters and, if applicable, racking system described in Annex II; provided, however, that PV System Components Parts do not include the Solar Fixtures.
- (u) "Reference Price" shall have the meaning set forth in Annex I.
- (v) "Renewable Energy Incentives" means (i) all available production or investment tax credits associated with the construction or operation of the PV System applicable to a federal, state or local taxation obligation, (ii) all federal, state and local tax benefits (including, without limitation, deductions, accelerated depreciation, credits and other allowances) and tax attributes relating to the PV System, and (iii) all other Environmental Attributes or financial incentives relating to the installation or Ownership of the PV System (including, without limitation, governmental, utility and nongovernmental credits, grants and rebates, including rebates under the California Energy Commission's New Solar Home Partnership).
- (w) "Solar Fixtures" means the materials and parts of the PV System that are not PV System Component Parts, each as identified in Annex II.
- (x) "Term" shall have the meaning set forth on page 1 hereof.
- (y) "Third Party Sales" shall have the meaning set forth in Section 7.01(b)(iii).
- (z) "We," "Us" and "Our" means the Company and its successors and assigns.
- (aa) "You" and "Your" means each person or legal entity, jointly and individually, that signs this Agreement as the Homeowner.

Article II. The Company's Rights and Obligations.

Section 2.01 Ownership of PV System Component Parts and Ownership Benefits. The Company Owns the PV System Component Parts and the Ownership Benefits for all purposes and Homeowner has no Ownership interest in the PV System Component Parts or the Ownership Benefits. Homeowner owns the Solar Fixtures. At the request of the Company, Homeowner shall execute and deliver any application or agreement as may be necessary for the Company to obtain any Environmental Attributes, Renewable

Energy Incentives or Ownership Benefits. Notwithstanding anything to the contrary in this Agreement, the Company shall transfer any Environmental Attributes to the Local Electric Utility as and to the extent necessary to permit Homeowner's participation in a net metering arrangement with such Local Electric Utility as described in Section 3.02. In the event the PV System is removed from Home prior to the end of the Term, the Company shall be responsible for the repayment of any Renewable Energy Incentives received by the Company that may be required by the applicable authority that granted such Renewable Energy Incentives. Notwithstanding the foregoing, in the event such removal of the PV System prior to the end of the Term is due to a Homeowner Event of Default, then, in addition to any other remedies available to Company hereunder, Homeowner shall reimburse the Company for the amount of any repayment of Renewable Energy Incentives that are due by the Company as a result of such removal (as set forth in Section 7.01(b)(vi)).

Section 2.02 Generated Electricity. The Company shall sell to Homeowner, and Homeowner shall purchase from the Company, all Generated Electricity from the PV System from the later of: (i) the Placed in Service Date, or (ii) the Close of Escrow, until the end of the Term (unless this Agreement is terminated earlier pursuant to Article VII) at the applicable Energy Price calculated as provided in Annex I; provided, however, that if the monitoring system is inoperable for a period of time for any reason, including the Homeowner's failure to maintain working internet and electrical connections, the Company may charge the Homeowner for the estimated amount of Generated Electricity received by the Homeowner during the applicable period. Such estimated amount will be based on the historical production of the PV System during the same period in previous years, the weather (including estimated solar irradiation) during such period, utility records and other relevant information.

Section 2.03 Metering. The Company or its third party contractors shall provide ongoing metering of the PV System to collect data regarding the PV System, including generation data for assessing Generated Electricity and collection of solar energy availability. The Company will provide and maintain metering equipment to measure the amount of Generated Electricity actually produced by the PV System. The Company will make the meter data available to Homeowner on request or as otherwise required by applicable regulations. If testing of the meter indicates that it is inaccurate by more than +/- 5%, the Company will pay for the costs of necessary repairs and recalibration (including the cost of testing) and will make retroactive adjustments in the amount of any required payments hereunder based on corrected meter data for the period of such inaccuracy or 180 days, whichever is less.

Section 2.04 Enforcement of the Warranties; Maintenance. The Company will use commercially reasonable efforts to enforce all warranty terms to perform necessary corrective maintenance in accordance with the terms of applicable manufacturer and vendor warranties. The Company will maintain the PV System in good condition; provided, however, that Homeowner will be responsible for any damage caused by Homeowner or Homeowner's guests, invitees, contractors or agents. If Homeowner notices that the PV System is not functioning properly for any reason, Homeowner will promptly notify the Company by calling the Customer Service Hotline provided on the cover sheet of this Agreement.

Section 2.05 Casualty Losses. If the PV System is damaged by a casualty covered by insurance, the Company will promptly repair and replace the damaged portions of the PV System as necessary to restore it to good working condition. If the PV System is damaged by a casualty not covered by insurance, the Company may at its option repair and restore the PV System to good working condition or terminate this Agreement and convey the PV System in its existing condition, as is, to the Homeowner.

Article III. Homeowner Rights and Obligations.

Section 3.01 Use of the PV System. The PV System is for residential use solely at the Premises. Homeowner agrees to use the PV System and any Generated Electricity solely for personal, family or household purposes. Homeowner agrees that no electricity generated by the PV System may be used to heat a swimming pool.

Section 3.02 Net Metering. If the Generated Electricity exceeds the Homeowner's Electricity Usage during any Local Electric Utility calculation period during the Term of this Agreement, local law may entitle the Homeowner to credits or payments from the Local Electric Utility for Generated Electricity that is placed onto the transmission grid of the Local Electric Utility as a result of such excess. In such case, the Homeowner shall be responsible for executing any agreements or other documents with the Local Electric Utility in order to obtain such credits and payments and shall retain all such credits or payments for its own account. Regardless of Homeowner's participation in such a program, Homeowner is responsible for purchasing all Generated Electricity from the PV System.

Section 3.03 Monitoring. Homeowner grants to the Company the right to obtain and monitor the energy production by the PV System. Homeowner will maintain working high-speed internet and electrical connections (including a router and available terminal) for the purposes of such ongoing monitoring and metering of the PV System and collection of data on available solar energy at the PV System location, as provided in Section 2.03; provided, however, that, in the event that Homeowner fails to maintain the required internet or electrical connection(s) for a period of time, the Company may charge the Homeowner the Energy Price for an estimated amount of Generated Electricity as set forth in Section 2.02 during such

period of time.

Section 3.04 Solar Access. Without limiting Homeowner's obligations and the Company's rights under the Easement and Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community described in Article VI, Homeowner shall use reasonable efforts to keep all trees, vines, ivy and other vegetation on the Premises trimmed in order to keep the PV System free of overshadowing or other blocked access to sunlight during the Term, and Homeowner will use reasonable efforts to keep the PV System free of overshadowing or other blocked access to sunlight from trees, other vegetation or other obstructions on Homeowner's property during the Term. Subject to Section 3.06, Homeowner shall not install other landscaping, structures or improvements on the Premises that would, or could reasonably be expected to, block the PV System's access to sunlight.

Section 3.05 No Alteration. Homeowner will not alter, modify, enhance, remove, add or attach anything to the PV System or any individual PV System Component Parts (collectively "Alterations") without the Company's prior written approval. Any Alteration that is made will become part of the PV System and will become the Company's property. In no event will Homeowner take any action in relation to any of the PV System Component Parts that could void or impair any warranty relating to the PV System or its installation or which might cause any damage to the PV System.

Section 3.06 Temporary Removals. If Homeowner desires to make any repairs or improvements to the Premises that require the temporary removal of the PV System or that could interfere with the performance or operation of the PV System or which might cause any damage to the PV System (including, without limitation, repair of the roof or any structure on the Premises at which the PV System is situated), Homeowner will give the Company at least ten (10) days prior written notice, such that the Company or its third party contractors will provide Homeowner with an estimate of the costs to remove and secure the PV System prior to commencement of the repair or improvement and replace the PV System after the repair or improvements have been completed. If Homeowner elects to proceed with repair or improvement to the Premises, it shall so notify the Company and Homeowner will reimburse the Company for all reasonable costs of removing, securing, storing and replacing the PV System and for any damage thereto.

In the case of emergencies that may reasonably require temporary removal or relocation of the PV System or any PV System Component Parts, Homeowner will contact the Company, and the Company will respond to Homeowner's requests as quickly as practicable at Homeowner's sole expense; provided, however, if the Company is unable to respond as necessary to the emergency, Homeowner may, at its own expense, contract with a solar installer licensed in the state in which the Home is located to remove and store the PV System as necessary to make repairs required by the emergency. Homeowner will in all events be responsible for any damage to the PV System that results from actions taken by Homeowner or Homeowner's contractor. Homeowner shall notify the Company within forty-eight (48) hours of taking any such action.

Homeowner will be responsible for, and will pay the Company for, the estimated amount of Generated Electricity that would have been produced by the PV System during the period when the PV System was removed from the Home calculated as set forth in Section 2.02; provided, however, that the Company will forego billing the Homeowner for such estimated amount for the first five (5) business days (in any twelve month period) of the temporary removal of the PV System. Notwithstanding the foregoing, in the event that the Home is subject to a casualty that forces removal of the PV System, the Company shall forego billing the Homeowner for the estimated amount of Generated Electricity for a period equal to the amount of time required to perform necessary Home repairs and replace the PV System.

Section 3.07 No Removal of PV System. Homeowner agrees that, except as provided in Sections 3.06 and 7.03, the PV System will at all times be kept and used at the Premises. If the Company removes the PV System Component Parts at the end of the term, the Company will restore the Home's roof to a sound and watertight condition that is architecturally consistent with the rest of the Home.

Section 3.08 PV System Component Parts Are Not Fixtures. Homeowner acknowledges and agrees that the PV System Components Parts are the personal property of the Company and are not fixtures to the Premises. Homeowner further acknowledges and agrees that Homeowner has no ownership interest in the PV System Component Parts.

Section 3.09 No Liens, etc. Homeowner agrees to keep the PV System Component Parts free of any liens and other encumbrances. Homeowner agrees that the PV System Component Parts may be marked and identified as property of the Company. Homeowner may not change, remove, or alter any of these markings or identifications.

Article IV. Payment. The Company shall invoice Homeowner monthly for the previous month's Generated Electricity, including all applicable taxes to be collected from Homeowner by the Company for transmittal to the appropriate taxing authority. The invoice shall specify the payment due, which shall equal the product of the Generated Electricity and the Energy Price, as set forth on the cover sheet of this Agreement. As provided in Sections 2.02, 3.03 and 3.06, where necessary, the Company may send an estimated invoice with a final adjustment to follow on a subsequent invoice. Each monthly payment shall be paid in lawful money of the United States of

America by personal check or automated clearing house (ACH) transfer through such bank or financial institution as shall be approved in writing by Company, in Company's reasonable discretion, and to an account designated by Company, pursuant to an Authorization Agreement for Pre-authorized Payments, in the form attached hereto as Annex VIII. Each monthly payment shall be due (and in the case of an ACH payment, initiated by Company) on the twentieth (20th) day following the date of invoice. All invoices will be sent to the Homeowner by electronic mail or U.S. mail. Any payments not made when due (including as a result of insufficient funds by Homeowner or any other reason that is not the fault of Company), will be deemed delinquent and will accrue interest at the Interest Rate from and including the due date to but excluding the date the delinquent amount is paid in full, or as otherwise permitted by law.

As a result of the Renewable Energy Incentives retained by Company in connection with its ownership of the PV System (including, without limitation, any rebates), the following categories of costs to Homeowner have been eliminated or reduced, as applicable, pursuant to the terms of this Agreement: (1) no down payment to enter into this Agreement; (2) reduced ongoing monthly payments (by discount to the stated Reference Rate); (3) no annual automatic increase in Energy Price; (4) no cost for solar system monitoring (including mobile device accessibility); (5) no cost for regular maintenance of the PV System (including cleaning, servicing, and/or repairs); (6) no payment for insurance of PV System; and (7) no transfer fee to assign this Agreement to a subsequent homebuyer.

Article V. No Warranties. NO WARRANTY TO HOMEOWNER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PV SYSTEM, INSTALLATION, ELECTRICITY GENERATION, OR ANY ASSOCIATED SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY THE COMPANY. THE FOREGOING DISCLAIMER DOES NOT, HOWEVER, LIMIT THE COMPANY'S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT.

Article VI. Easement. The Parties acknowledge the existence of the Easement, which is attached to this Agreement as Annex III and which permits the Company's or its third party contractors' access to the Premises for, among other things, installation, servicing, maintenance and removal of the PV System and any modifications to the PV System necessary to effect Third Party Sales. The Easement shall not be affected by any termination of this Agreement and shall only terminate in accordance with its terms. Homeowner agrees and acknowledges that the Premises are subject to that certain Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, which together with the Easement grant certain rights to the Company including the right to cure "Prohibited Shading" as such term is defined thereunder.

Article VII. Termination and Remedies.

Section 7.01 Termination due to Homeowner Default.

(a) Homeowner Events of Default. A "Homeowner Event of Default" shall mean, with respect to Homeowner, the occurrence of any of the following:

- (i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within thirty (30) calendar days after written notice;
- (ii) the failure to perform any other material obligation (other than those listed in this Section 7.01(a)) set forth in this Agreement (which includes any negative obligations undertaken by Homeowner hereunder) within thirty (30) calendar days after written notice;
- (iii) Homeowner denies the Company access to the Premises or violates the terms of the Easement or the Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community and such denial or violation continues and is not remedied by the date that is thirty (30) calendar days after written notice;
- (iv) Homeowner attempts to, or does, assign, transfer, encumber, sublet or sell its interest under this Agreement, in any form or manner, except as provided for in Section 10.02, without the Company's prior written consent; or
- (v) Homeowner Bankruptcy.

(b) Remedies for Homeowner Default. Upon the occurrence of a Homeowner Event of Default, the Company may exercise any one or more of the following remedies:

- (i) suspend its performance under this Agreement until the Homeowner Event of Default has been cured;
- (ii) terminate this Agreement and Homeowner's right to use the PV System and the Generated

Electricity;

(iii) leave the PV System in place on the Home, but deny Homeowner access to and use of the Generated Electricity, which may be redirected and sold to third parties for the Company's account (including to the Local Electric Utility) in the Company's sole discretion ("Third Party Sales"), in which case Homeowner will not be charged for any Generated Electricity sold to such third party;

(iv) remove the PV System Component Parts from the Premises and restore the roof to a sound and watertight condition; provided, however, that all Solar Fixtures will remain on the Premises; and/or

(v) exercise any other remedy provided under applicable law or regulation, but such remedy shall not include specific performance; and/or

(vi) in addition to all other available remedies, recover the lesser of the following two amounts:

(A) The net present value of the remaining payments due under this Agreement (utilizing a 6% discount rate and assuming future output is the same as past output adjusted for expected panel degradation), plus the value of any Renewable Energy Incentives lost or recaptured as a result of the Homeowner Event of Default, less any amounts the Company recovers or reasonably expects to recover from the wholesale sale of power to the Local Electric Utility; and

(B) The amount calculated pursuant to Annex IV.

IF YOU HAVE PURCHASED YOUR HOME WITH PROCEEDS OF A LOAN INSURED BY THE FEDERAL HOUSING ADMINISTRATION, WE WILL CONSIDER RELEASING YOU FROM (OR REDUCING THE AMOUNT OF) YOUR PAYMENT OBLIGATIONS SET FORTH IN THIS SECTION 7.01(b)(vi) TO THE EXTENT THAT YOU CAN DEMONSTRATE CONSIDERABLE ECONOMIC HARDSHIP THAT DIRECTLY CAUSES YOUR INABILITY TO MEET THE TERMS OF THIS AGREEMENT. PLEASE CONTACT COMPANY SERVICE REPRESENTATIVE FOR MORE INFORMATION.

The Parties acknowledge and agree that (A) the amounts set forth in this Section 7.01(b)(vi) are agreed upon because of the difficulty of ascertaining the exact amount of losses and damages, (B) such amounts are reasonable estimates of such losses and damages as of the date hereof and (C) such amounts are not a penalty.

Notwithstanding anything to the contrary contained herein, upon a sale of the Home, in the event the purchaser of the Home does not execute an agreement assuming all of the Homeowner's obligations under this Agreement, the purchase price of the PV System shall be the amount calculated pursuant to Annex IV.

Section 7.02 Termination due to the Company's Default.

(a) Company Events of Default. A "Company Event of Default" shall mean, with respect to the Company, the occurrence of any of the following:

(i) The Company (or Lender (as defined in Section 10.06), in its sole discretion, on the Company's behalf) fails to perform any material obligation set forth in this Agreement (which includes any negative obligations undertaken by the Company hereunder) within thirty (30) calendar days after written notice; provided, however, that Lender shall have an additional thirty (30) days (for a total of sixty (60) days) to cure such failure; and

(ii) The Company's Bankruptcy; provided, however, that no Company Event of Default shall be deemed to have occurred if within sixty (60) days after any notice to creditors being sent as part of the Bankruptcy, Lender cures any failure by the Company to perform a material obligation and assumes the Company's obligations hereunder.

(b) Remedies for Company Event of Default. Upon the occurrence of a Company Event of Default, Homeowner may:

(i) terminate this Agreement and request removal of the PV System from the Premises, provided that such removal shall be performed in all instances within sixty (60) days of the termination of this Agreement and only by the Company or its third party contractors and in accordance with Section 3.07 hereof; and/or

- (ii) except as provided below, exercise any other remedy provided under applicable law or regulation.

Notwithstanding the foregoing, Homeowner shall have no right to claim damages as a result of the termination of this Agreement, except for (A) the costs of removing the PV System if Homeowner elects to have it removed under Section 7.02(b)(i) and the Company fails to remove the PV System as required and (B) any damages to the Home resulting from the removal of the PV System, whether by the Company or by Homeowner if the Company fails to do so as required under Section 7.02(b)(i).

Section 7.03 Termination at the End of Term. At the end of the Term of this Agreement, the Parties have the following options:

- (a) the Parties may mutually agree to extend the Term of this Agreement;
- (b) the Company shall remove the PV System Component Parts from the Home at its cost in compliance with Section 3.07 hereof; or
- (c) the Homeowner may elect to purchase the PV System from the Company for the amount calculated pursuant to Annex IV, plus all applicable sales or transfer taxes.

NOTWITHSTANDING ANY TERMINATION OF THIS AGREEMENT, ANY AMOUNTS DUE AND PAYABLE BY EITHER PARTY AS OF THE DATE OF TERMINATION SHALL NOT BE AFFECTED AND SHALL REMAIN DUE AND PAYABLE.

Article VIII. Insurance.

Section 8.01 Company Insurance. The Company shall at all times during the Term of this Agreement maintain comprehensive property damage insurance on the PV System Component Parts and general liability insurance.

Section 8.02 Homeowner's Insurance. Homeowner will retain customary homeowner's insurance (including property damage and liability coverage) covering the Premises. To the extent that Homeowner's existing homeowner's insurance covers the PV System, the Homeowner shall assign the proceeds of such insurance that relate to the PV System Component Parts to the Company; provided, however, that the Homeowner shall have no obligation hereunder to procure insurance that provides such coverage.

Article IX. Force Majeure. The failure or delay of either Party's performance of its obligations under this Agreement (other than the obligation to make payments) shall be excused if such failure or delay of performance is caused by matters beyond its reasonable control, including, but not limited to, strikes, civil commotion, riots, war, terrorism, revolution, sabotage or destruction by a third party of the PV System, and acts of God such as storms, fires, floods, lightning and earthquakes (each, a "Force Majeure"). Either Party's duties and obligations shall be suspended for the duration of the Force Majeure; provided, however, that if the suspension shall continue in excess of one hundred and eighty (180) days, the Parties shall attempt to arrive at a mutually acceptable compromise within the spirit and intent of this Agreement and, if unable to do so, either Party may then terminate this Agreement with no further obligation, other than as set forth in Section 7.03.

Article X. Miscellaneous.

Section 10.01 Limitation of Liability. EACH PARTY'S LIABILITY TO THE OTHER PARTY UNDER OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, EXPECTATION, SPECIAL OR INDIRECT DAMAGES. EXCEPT FOR THE EXPRESS LIABILITIES AND OBLIGATIONS OF COMPANY (AS GRANTEE) TO HOMEOWNER (AS GRANTOR) UNDER THE EASEMENT (DESCRIBED ABOVE AND ATTACHED), IN NO EVENT OR CIRCUMSTANCE WILL THE COMPANY'S LIABILITY TO HOMEOWNER EXCEED THE THEN CURRENT FAIR MARKET VALUE OF THE PV SYSTEM.

Section 10.02 Assignment and Transfer.

- (a) The Company may sell, assign or in any other way transfer its rights and responsibilities in the PV System and this Agreement without Homeowner consent. DURING THE TERM OF THIS AGREEMENT, HOMEOWNER WILL NOT SUBLEASE, ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER ITS INTEREST IN THIS AGREEMENT EXCEPT IN CONNECTION WITH A SALE OF THE PREMISES, AS SET FORTH IN SECTION 10.02(b), WITHOUT THE

COMPANY'S PRIOR WRITTEN CONSENT. In the event Homeowner leases the Home to a third party, Homeowner will remain responsible for the payments due under this Agreement.

(b) If the Premises are voluntarily (or involuntarily) transferred during the Term, then Homeowner will have the option to either: (i) buy the PV System (or have the transferee of the Premises buy the PV System) for the amount calculated pursuant to Annex IV, or (ii) require the transferee of the Premises to execute an agreement assuming all of Homeowner's obligations under this Agreement. If Homeowner chooses to buy the PV System, it will pay all applicable sales or transfer taxes in addition to the purchase price calculated pursuant to Annex IV.

Section 10.03 Contractors. The Company may use third party contractors to design, install, operate, maintain, or repair the PV System and to perform any other duties under this Agreement, including collecting meter data on the Generated Electricity that the PV System generates and preparing and sending invoices to Homeowner and collecting amounts due under these invoices.

Section 10.04 Governing Law; No Jury Trial. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, WITHOUT REFERENCE TO ANY CONFLICTS OF LAW PRINCIPLES. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AS SET FORTH BELOW.

Section 10.05 Dispute Resolution.

(a) BINDING ARBITRATION OF DISPUTES. THE PARTIES TO THIS AGREEMENT SPECIFICALLY AGREE THAT ANY DISPUTE (HEREINAFTER DEFINED) SHALL BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 ET SEQ.) AND NOT BY OR IN A COURT OF LAW OR EQUITY. "DISPUTES" (WHETHER CONTRACT, WARRANTY, TORT, STATUTORY OR OTHERWISE), SHALL INCLUDE, BUT ARE NOT LIMITED TO, ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS ARISING UNDER, OR RELATED TO, THIS AGREEMENT OR ANY DEALINGS BETWEEN COMPANY AND HOMEOWNER. HOMEOWNER HAS EXECUTED THIS AGREEMENT ON BEHALF OF HIS OR HER CHILDREN AND OTHER OCCUPANTS OF THE HOME WITH THE INTENT THAT ALL SUCH PARTIES BE BOUND HEREBY. ANY DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION WITHIN A REASONABLE TIME AFTER SUCH DISPUTE HAS ARISEN. NOTHING HEREIN SHALL EXTEND THE TIME PERIOD BY WHICH A CLAIM OR CAUSE OF ACTION MAY BE ASSERTED UNDER THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, AND IN NO EVENT SHALL THE DISPUTE BE SUBMITTED FOR ARBITRATION AFTER THE DATE WHEN INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING BASED ON THE UNDERLYING CLAIMS IN SUCH DISPUTE WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, IT BEING INTENDED THAT ALL SUCH DISPUTES SHALL BE TIME-BARRED IN THE SAME MANNER AS IF THEY WERE BROUGHT IN COURT.

(b) ARBITRATION PROCEDURE. ANY AND ALL ARBITRATIONS SHALL BE DECIDED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH THE AAA'S HOME CONSTRUCTION ARBITRATION RULES IN EFFECT ON THE DATE OF THE REQUEST. IF THERE ARE NO HOME CONSTRUCTION ARBITRATION RULES CURRENTLY IN EFFECT, THEN THE AAA'S CONSTRUCTION INDUSTRY ARBITRATION RULES IN EFFECT ON THE DATE OF SUCH REQUEST SHALL BE UTILIZED. ANY JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN AND ENFORCED BY ANY COURT HAVING JURISDICTION OVER SUCH DISPUTE. IF THE CLAIMED AMOUNT EXCEEDS \$250,000.00 OR INCLUDES A DEMAND FOR PUNITIVE DAMAGES, THE DISPUTE SHALL BE HEARD AND DETERMINED BY THREE ARBITRATORS; HOWEVER IF MUTUALLY AGREED TO BY THE PARTIES, THEN THE DISPUTE SHALL BE HEARD AND DETERMINED BY ONE ARBITRATOR. ARBITRATORS SHALL HAVE EXPERTISE IN THE SUBJECT AREA(S) INVOLVED IN THE DISPUTE, WHICH SHALL INCLUDE LEGAL EXPERTISE IF LEGAL ISSUES ARE INVOLVED. ALL DECISIONS RESPECTING THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR(S). AT THE REQUEST OF ANY PARTY, THE AWARD OF THE ARBITRATOR(S) SHALL BE ACCOMPANIED BY DETAILED WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. EXCEPT AS MAY BE REQUIRED BY LAW OR FOR CONFIRMATION OF AN AWARD, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

(c) SCOPE OF ARBITRATION. THE WAIVER OR INVALIDITY OF ANY PORTION OF THIS SECTION 10.5 SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE

REMAINING PORTIONS OF THIS SECTION 10.5. COMPANY AND HOMEOWNER FURTHER AGREE THAT: (1) ANY DISPUTE INVOLVING COMPANY'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, PAST OR PRESENT, SHALL ALSO BE SUBJECT TO ARBITRATION AS SET FORTH HEREIN, AND SHALL NOT BE LITIGATED IN A COURT OF LAW OR EQUITY; (2) COMPANY MAY, AT ITS SOLE ELECTION, INCLUDE COMPANY'S CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS, AS WELL AS WARRANTY PROVIDERS AND INSURERS AS PARTIES TO THE ARBITRATION, IN WHICH CASE HOMEOWNER SHALL AGREE TO ARBITRATE ANY DISPUTE HOMEOWNER HAS WITH SUCH PARTIES AS SET FORTH IN THIS SECTION 10.5; AND (3) THE ARBITRATION SHALL BE LIMITED TO THE PARTIES SPECIFIED HEREIN.

(d) EFFECT OF ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND HOMEOWNER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW AND NO ARBITRATION AWARD IN ANY OTHER ARBITRATION, JUDICIAL OR SIMILAR PROCEEDING SHALL BE GIVEN PRECLUSIVE COLLATERAL ESTOPPEL EFFECT IN ANY ARBITRATION HEREUNDER UNLESS THERE IS A MUTUALITY OF ALL PARTIES. COMPANY AND HOMEOWNER FURTHER AGREE THAT NO FINDING OR STIPULATION OF FACT, NO CONCLUSION OF LAW AND NO ARBITRATION AWARD IN ANY ARBITRATION HEREUNDER SHALL BE GIVEN PRECLUSIVE OR COLLATERAL ESTOPPEL EFFECT IN ANY OTHER ARBITRATION, JUDICIAL, OR SIMILAR PROCEEDING UNLESS THERE IS A MUTUALITY OF ALL PARTIES.

(e) COSTS OF ARBITRATION. UNLESS OTHERWISE RECOVERABLE BY LAW OR STATUTE, EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND PARAPROFESSIONAL FEES, FOR ANY ARBITRATION. NOTWITHSTANDING THE FOREGOING, IF A PARTY UNSUCCESSFULLY CONTESTS THE VALIDITY OR SCOPE OF THIS ARBITRATION PROVISION IN A COURT OF LAW OR EQUITY, THE NON-CONTESTING PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN DEFENDING SUCH CONTEST, INCLUDING SUCH FEES AND COSTS ASSOCIATED WITH ANY APPELLATE PROCEEDINGS. IN ADDITION, IF A PARTY FAILS TO ABIDE BY THE TERMS OF AN ARBITRATION AWARD, THE OTHER PARTY SHALL BE AWARDED REASONABLE ATTORNEYS' FEES, PARAPROFESSIONAL FEES AND EXPENSES INCURRED IN ENFORCING SUCH AWARD.

(f) ARBITRATION RULES. HOMEOWNER MAY OBTAIN ADDITIONAL INFORMATION CONCERNING THE RULES OF AAA BY VISITING ITS WEBSITE WWW.ADR.ORG OR BY WRITING THE AAA AT 335 MADISON AVENUE, NEW YORK, NEW YORK 10017.

(g) PARTIES' AGREEMENTS. THE PARTIES SUPPORT THE PRINCIPLES SET FORTH IN THE CONSUMER DUE PROCESS PROTOCOL DEVELOPED BY THE NATIONAL CONSUMER DISPUTE ADVISORY COMMITTEE AND AGREE TO THE FOLLOWING:

(i) NOTWITHSTANDING THE REQUIREMENTS OF ARBITRATION STATED IN SECTION 10.5 OF THIS AGREEMENT, THE PARTIES SHALL HAVE THE OPTION TO SEEK RELIEF IN A SMALL CLAIMS COURT FOR DISPUTES OR CLAIMS WITHIN THE SCOPE OF THE COURT'S JURISDICTION IN LIEU OF PROCEEDING TO ARBITRATION. THIS DECISION DOES NOT APPLY TO ANY APPEAL FROM A DECISION BY A SMALL CLAIMS COURT.

(ii) THE FEES FOR ANY CLAIM PURSUED VIA ARBITRATION IN AN AMOUNT OF \$10,000.00 OR LESS SHALL BE APPORTIONED AS PROVIDED IN THE HOME CONSTRUCTION ARBITRATION RULES OF THE AAA OR OTHER APPLICABLE RULES.

(h) NO WAIVER OF ARBITRATION. NOTWITHSTANDING THE FOREGOING, IF EITHER COMPANY OR HOMEOWNER SEEKS INJUNCTIVE RELIEF, AND NOT MONETARY DAMAGES, FROM A COURT BECAUSE IRREPARABLE DAMAGE OR HARM WOULD OTHERWISE BE SUFFERED BY EITHER PARTY BEFORE ARBITRATION COULD BE CONDUCTED, SUCH ACTIONS SHALL NOT BE INTERPRETED TO INDICATE THAT EITHER PARTY HAS WAIVED THE RIGHT TO ARBITRATE. THE RIGHT TO ARBITRATE SHOULD ALSO NOT BE CONSIDERED WAIVED BY THE FILING OF A COUNTERCLAIM BY EITHER PARTY ONCE A CLAIM FOR INJUNCTIVE RELIEF HAS BEEN FILED WITH A COURT.

NOTICE: BY INITIALING IN THE SPACE BELOW, COMPANY AND HOMEOWNER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION, DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND ARE GIVING UP ANY RIGHTS EACH MIGHT POSSESS TO HAVE

THE DISPUTE LITIGATED BY A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW EACH IS GIVING UP THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION. IF EITHER PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, EACH MAY BE COMPELLED TO ARBITRATE IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. THIS AGREEMENT TO ARBITRATE IS VOLUNTARY.

BOTH PARTIES HAVE READ AND UNDERSTAND THE ARBITRATION PROVISIONS AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISIONS TO NEUTRAL ARBITRATION.

Homeowner's Initials TF

Company's Initials [Signature]

Section 10.06 Lender Accommodations. Homeowner acknowledges that the Company may finance the development, installation, acquisition, operation and/or maintenance of the PV System Component Parts with financing or other accommodations from one or more other financial institutions (any such institution, together with any agent, representative, trustee, or other designee on behalf of such institution, a "Lender") and that the Company's obligations to such other financial institutions may be secured by a pledge or collateral assignment of this Agreement and a first security interest in the PV System Component Parts (collectively, the "Lender's Security Interest"). In order to facilitate such financing or other accommodations, Homeowner agrees as follows:

- (a) Consent to Lender's Security Interest. Homeowner consents to the Company providing to Lender the Lender's Security Interest. However, if the Lender forecloses on the Lender's Security Interest and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions and extensions thereof, it will acquire the PV System Component Parts subject to Homeowner's rights under this Agreement. In that case, Homeowner will recognize the Lender as the new Owner of the PV System Component Parts and will make all payments due under this Agreement in accordance with Lender's instructions;
- (b) Acknowledgement and Confirmation. By executing this Agreement, Homeowner acknowledges and agrees that the Ownership of the PV System Component Parts remains in the Company, that the PV System Component Parts are the personal property of the Company and that the Company is authorized to file a Form UCC-1 Financing Statement (in substantially the form attached hereto as Annex VII) or similar statement with all applicable governmental agencies to evidence such ownership; and
- (c) Further Assurances. At the request of Lender, Homeowner agrees to execute and deliver any document, instrument or statement required by law or otherwise as reasonably requested by Lender in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of the Company, and to secure the obligations evidenced by Lender's Security Interest, so long as such document, instrument or statement does not materially increase Homeowner's obligations or decrease Homeowner's benefits under this Agreement.

Section 10.07 Notices. All notices, including invoices, under this Agreement will be in writing and shall be sent by either electronic mail or United States Postal Service Certified Mail, to the address of the other Party as set forth herein or to any later address last known to the sender. Notice will be effective upon delivery. Notices to the Company may be sent to the following address: SunStreet Energy Group, LLC, 700 NW 107th Avenue, Third Floor, Miami, FL 33172, Attention: General Counsel.

Section 10.08 Entire Agreement. This Agreement, including the Annexes and documents referred to therein, contains the Parties' entire agreement regarding the subject matter hercof. There are no unwritten agreements regarding this Agreement. Any change to this Agreement must be in writing and signed by both Homeowner and the Company. If any provision or portion thereof of this Agreement is determined to be unenforceable, the remaining provisions or portions shall be enforced in accordance with their terms.

Section 10.09 Survival. The following Sections shall expressly survive the termination or expiration of this Agreement: Section 2.01 (Ownership of the PV System Component Parts and Ownership Benefits), Section 3.04 (Solar Access), Section 3.05 (No Alteration), Section 3.06 (Temporary Removals), Section 3.07 (No Removal of PV System), Section 3.08 (PV System Component Parts Are Not Fixtures), Section 3.09 (No Liens), Article 6 (Easement), Sections 7.01(b) (Remedies for Homeowner Default), Section 10.01 (Limitation of Liability), Section 10.04 (Governing Law; No Jury Trial), Section 10.05 (Dispute Resolution), Section 10.07 (Notices), and Section 10.08 (Entire Agreement).

Section 10.10 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns, provided that no assignee or transferee of a Party shall have any rights under this Agreement unless it shall have delivered to the other Parties hereto an express written agreement by such assignee or transferee confirming such

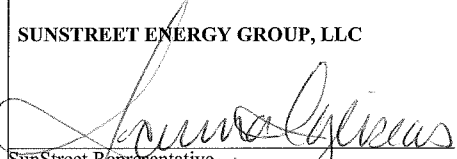

assignee's or transferee's agreement to be bound by each and every provision of this Agreement.

Section 10.11 Recordation of Notice. Homeowner agrees to execute and acknowledge a "Notice of an Independent Solar Energy Producer Contract" in the form of Annex V as required by California Public Utilities Code Section 2869 and authorizes the Company to record the Notice in the Official Records of the county in which the Premises are located.

Section 10.12 Affiliated Business. Both Company and Lennar Homes of California, Inc., a California Corporation ("Builder") are affiliated with Lennar Corporation, meaning that Lennar Corporation has an ownership interest in both Company and Builder. However, neither Company nor Builder has a direct interest in the other.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Solar 20/20 Plan Agreement and Covenants to be duly executed as of the first date written above.

<p>COMPANY SIGNATURE: By signing below, the Company agrees to the terms and conditions of this agreement.</p> <p>SUNSTREET ENERGY GROUP, LLC</p> <p> SunStreet Representative - _____ Date <u>11/15/13</u></p>	<p>HOMEOWNER SIGNATURE: HOMEOWNER AGREES TO AND IS AWARE OF ALL THE PROVISIONS ON PAGES (i) THROUGH 14 OF THIS AGREEMENT. HOMEOWNER HAS READ PAGES (i) THROUGH 14 OF THIS AGREEMENT AS WELL AS ANNEXES I - IX ATTACHED TO THIS AGREEMENT AND ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS AGREEMENT</p> <p> Homeowner - Temet Flores Date <u>11/19/13</u></p> <p>Homeowner - _____ Date _____</p> <p>Homeowner - _____ Date _____</p> <p>Homeowner - _____ Date _____</p>
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Annex I**Energy Price**

The Energy Price for each month of the Term will be twenty percent (20%) **less** than the Reference Price (defined below).

$$\text{Energy Price} = \text{Reference Price} - (\text{Reference Price} \times 20\%)$$

The "**Reference Price**" is a blended rate per kilowatt hour (kWh) for each month that would have otherwise been charged by the Homeowner's Local Electric Utility had there been no PV System installed on the Home, but using an estimate of Homeowner's electricity consumption during such month to calculate such rate. The Reference Price is based on: (i) the Local Electric Utility's filed tiered rate structure, taking into consideration any seasonal adjustments (but **not** any "time of use" tariffs or any other similar type of customer election) (the "**Utility Rate**"), (ii) the Local Electric Utility's "**Non-Bypassable Charges**," which are all other charges imposed by the Local Electric Utility, whether on a per kWh basis or as a fixed dollar amount (including, without limitation: distribution, transmission, nuclear decommissioning, and energy cost recovery amounts), (iii) the tax rates charged by the Local Electric Utility, and (iv) the consumption of energy by a home with the same floor plan in the Community as the Home during the applicable month, as determined by the Consumption Analysis (defined below) (so as to determine the amount of energy in each energy "tier" of the Local Electric Utility). **NOTE: BECAUSE THE ENERGY PRICE IS BASED ON A DISCOUNT OFF OF THE REFERENCE PRICE THE ENERGY PRICE WILL CHANGE IF THE REFERENCE PRICE CHANGES. THAT IS, THE ENERGY PRICE WILL INCREASE AS THE REFERENCE PRICE INCREASES AND WILL DECREASE AS THE REFERENCE PRICE DECREASES.**

Given that, at the inception of the Agreement, the Company has no actual consumption history for the Home from which to calculate the actual amount of energy in each "tier" for any given month, the Company has engaged an independent third party to perform a "**Consumption Analysis**" for a home of the same size and with the same floor plan in the Community as the Home, to determine the Homeowner's estimated electricity consumption for each calendar month (the "**Estimated Energy Consumption**").

The Reference Price is calculated by utilizing the appropriate Utility Rate for each of the Local Electric Utility's tiers, based on the Estimated Energy Consumption, adding the per kWh rate of Non-Bypassable Charges (based on the Estimated Energy Consumption, if necessary), and adding any taxes charged by the Local Electric Utility. **NOTE: BECAUSE THE REFERENCE PRICE IS A BLENDED RATE BASED ON THE UTILITY RATE AND ITS NON-BYPASSABLE CHARGES, THE REFERENCE PRICE MAY CHANGE IF EITHER THE UTILITY RATE OR ITS NON-BYPASSABLE CHARGES CHANGE.** The Company shall update the Reference Price annually based on the Homeowner's actual energy consumption during the prior twelve (12) months, provided Homeowner submits, within thirty (30) days from each anniversary date of the later of: (i) the date on which the PV System was Placed in Service, or (ii) such Homeowner's Close of Escrow, copies of the unaltered invoices Homeowner has received from the Local Electric Utility during such twelve (12) month period, and provided Homeowner otherwise complies with the procedures set forth in the "Solar 20/20 Plan Discount Guarantee" attached hereto as Annex VI and made available on the Company's website. **NOTE: THIS UPDATE COULD RESULT IN A CHANGE, HIGHER OR LOWER, TO THE REFERENCE PRICE.**

The Company has also engaged an independent third party to certify the Utility Rate, the Non-Bypassable Charges and any applicable taxes, which will be updated at least annually or as and when filed and changed by the Local Electric Utility. **NOTE: THIS UPDATE COULD RESULT IN A CHANGE, HIGHER OR LOWER, TO THE REFERENCE PRICE.** The Reference Price will be updated accordingly upon any such change. In the event the Reference Price is incorrect due to an error in the rates or amounts certified to Company, Company shall correct the Reference Price upon notification and confirmation of such error and shall provide a credit to Homeowner against future invoices from the Company in the amount of any past overpayments by Homeowner due to such error. **The Company's liability for such errors shall be limited to the amount of such credit and, provided the Company utilized the Utility Rate, Non-Bypassable Charges and tax rates certified as correct by such independent third party in calculating the Reference Price, the Company shall not be deemed to be in default for purposes of Section 7.02 of the Agreement.**

The Reference Price is based on the standard Utility Rates and Non-Bypassable Charges charged by the Local Electric Utility and does not take into account any special rates that may be charged to seniors, military personnel or other similar discounted rates.

Annex II

A. PV SYSTEM PARTS LIST

- Solar Panels and hardware
- Racking system rails and hardware
- Micro-Inverters, trunk line and array ground wire
- Mounting foot 'L' bracket

B. SOLAR FIXTURES

- Roof top junction boxes
- All rough electrical conductors below roof line
- Mounting foot flashing and lag bolt

Annex III

Form of Easement

RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:

LENNAR
Attn: _____
25 Enterprise
Aliso Viejo, CA 92656

(Space above this line for Recorder's use.)

APNs:

**GRANT OF EASEMENTS
FOR
SOLAR ENERGY EQUIPMENT**

This GRANT OF EASEMENTS FOR SOLAR ENERGY EQUIPMENT ("Grant") is made as of _____, by _____ ("Lennar") for the benefit of SunStreet Energy Group, LLC, Delaware limited liability company ("Grantee") with regard to the real property ("Property") described on **Exhibit A** attached to and incorporated in this Grant, which Property is, as of the date of this Grant, owned by Grantor. The Property consists of multiple lots (each a "Lot"), each of which is or will be improved with either a residence including an attached or detached garage (each, a "Home"), or a structure for the common use of residents. Lennar and each successive owner of a Lot are referred to collectively as "Grantors" and individually as "Grantor" in this Grant.

1. Equipment Defined. There has previously been installed, or there will hereafter be installed, on some or all of the Homes or common use structures within the Property, a rooftop solar electric generating system designed to deliver electric power to the Home or a common use facility, which system may include, without limitation, modular solar energy panels or laminates, mounting systems, inverters, cables, conduits, wires, meters, monitoring equipment and other equipment and appurtenances relating to solar electric power generation and delivery (collectively, the "Equipment"). Installation and operation of the Equipment is consistent with public policies that encourage solar energy systems as a reliable, alternative source of clean and renewable energy.

2. Grant of Non-Exclusive Easement. For valuable consideration, the receipt and sufficiency of which are acknowledged, Lennar now grants to Grantee non-exclusive easements in gross and rights-of-way over each of the Homes and Lots within the Property, for purposes of designing, laying-out, installing, accessing, operating, maintaining, repairing, replacing, improving, expanding (provided such expansion is approved by Grantor) and removing the Equipment installed on the Homes or common use structures, together with the right to transfer all or a portion of the same easements in gross and rights-of-way by easement deed to successors, all as more particularly described herein.

3. Easement Rights. The easements and rights-of-way granted to Grantee under this Grant include, without limitation:

(a) Access. An access easement and right-of-way over and across the Lots within the Property, and upon any Home or common use structure now or hereafter constructed thereon, for the purpose of exercising any rights granted, or performing any obligations assigned, to Grantee pursuant to this Grant and that certain Declaration of Solar Energy Covenants, Conditions and Restrictions for [Insert Community] _____ made by _____ as Declarant therein (the "CC&Rs");

(b) Installation and Removal. An easement and right-of-way to use all or such portion of the rooftop of each Home or common use structure as Grantee may desire for the design, layout, installation, preservation, operation, maintenance, repair, replacement, improvement, expansion (provided such expansion is approved by Grantor) and removal of solar panels and other Equipment, together with the right to make such penetrations in each Home or common use structure as may be necessary or desirable in connection with the exercise of such easement rights;

(c) Interconnection. An easement to design, layout, install, preserve, operate, maintain, repair, replace, improve, expand (provided such expansion is approved by Grantor) and remove such wires, conduits and other equipment and appurtenances (in each case to the extent that the same constitute Equipment) as are necessary or desirable to connect the various components of the Equipment to each other, and to connect the Equipment to (i) the point on each Lot or within each Home or common use structure where the electrical energy is to be delivered to and received by the respective Lot owners under any power purchase agreements, leases or similar agreements (each, a "PPA") with the Lot owners, or by the local utility or another energy purchaser under any other current or future agreement or arrangement with such party, (ii) the electrical system of each Home or common use structure, or (iii) telecommunication lines, in each case together with the right to access and use such portions of each Lot and each Home or common use structure, and to make such penetrations into each Home or common use structure, as are necessary or desirable in connection with the exercise of such rights or the removal of any Equipment; and

(d) Elimination of Shading. An easement to take any other action, including, without limitation, the trimming of trees, vines, ivy or other vegetation affecting each Lot and Home or common use structure, expressly granted to Grantee in the CC&Rs or any applicable PPA.

4. Assignment of Easement Rights. Without in any way limiting the foregoing, this Grant shall also authorize and permit Grantee, from time to time and for a limited time, to assign by license, deed of trust, lease, contract or other writing, to its affiliates, lenders, mortgagees, contractors, subcontractors, lessees, agents and designees, a right to exercise any or all of the easements rights granted to Grantee under this Grant.

5. Grantor Use. Grantor reserves the right to use such portions of the rooftop of each Home or any common use structure, as are not now or hereafter used by Grantee for the Equipment or the exercise of Grantee's rights under this Grant; provided, however, that Grantor may not use or occupy the rooftop in any manner which could interfere with the exercise by Grantee of its rights under this Grant (including any shading of solar arrays comprising a portion of the Equipment), the CC&Rs or any applicable PPA.

6. Grantee Use and Indemnity. Grantee covenants and agrees that it shall (i) indemnify and hold harmless Grantor from any damage to property, injury to persons or other loss or liability incurred by Grantor, in each case to the extent caused by the negligence or willful misconduct of Grantee in the exercise of Grantee's rights under this Grant, and (ii) deliver to the occupants of each Lot notice of entry by Grantee upon each Lot not less than twenty-four (24) hours prior to such entry (a) by written instrument delivered to the occupants of the Lot, or (b) by telephone, facsimile or email communication if actually received by such occupant; provided that less than twenty-four (24) hours notice may be given to the occupants in urgent circumstances in order to address unsafe conditions or imminent risks to persons or property.

7. Effect of PPA. If Grantee has entered into, or hereafter enters into, a PPA with Grantor, then during such time as such PPA remains in force and effect, Grantee and Grantor shall exercise their respective rights under this Grant in a manner that is consistent with the provisions of such PPA (whether or not such PPA is recorded in the public records).

8. Termination of Easement. This Grant will remain in effect for each Lot until the date that either (i) ownership of all of the Equipment installed on the Lot is conveyed by Grantee to Grantor, as evidenced by a written instrument executed by Grantee implementing such conveyance, or (ii) any PPA affecting the Lot is terminated, the Equipment installed on the Lot is permanently removed from the Lot or transferred to the owner of the Lot, by Grantee or by permission of Grantee, and Grantee confirms in writing to the Lot owner that such removal or transfer is permanent. Upon the written request by Grantor, Grantee shall, within sixty (60) days after the termination of this Grant as to any Lot, prepare and record against the Lot an instrument terminating this Grant as a matter of record.

9. Ownership of Equipment. Grantor hereby acknowledges, agrees and certifies that, notwithstanding the fact that the Equipment may now or hereafter be located upon or attached to the Home or common use structure or any portion thereof, the Equipment shall at all times constitute and remain personal property owned exclusively by Grantee, and as between Grantor and Grantee (except as otherwise provided in the PPA with Grantor) Grantee shall be the exclusive owner of: (i) the energy generated by the Equipment and sold by Grantee to Grantor; (ii) any related environmental attributes (including, but not limited to, tax credits, offsets, allowances, certificates and other rights attributed to or allocable to the System or energy produced thereby); and (iii) related renewable energy incentives (including, but not limited to, production or investment tax credits, governmental and non-governmental rebates, and federal, state and local tax benefits and attributes).

10. Other Interests and Rights in Equipment.

(a) Grantor Interests and Rights. Grantor does not, and shall not, have any ownership or other interest in, or right to grant any lien or security interest in or upon, the Equipment regardless of any manner by which the Equipment or any portion thereof may now or hereafter be attached to the

Home or common use structure. Grantee may remove all or any portion of the Equipment at any time and from time to time, without the consent of Grantor, subject to the terms of any applicable PPA in effect at the time of such removal. Grantor further acknowledges and agrees that the Equipment may not, and shall not, be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Grantor or any agent of Grantor (whether with the fee or leasehold interest in the Lot, or otherwise). Grantor shall use commercially reasonable efforts to place its successors, assigns, and lienors on notice of the ownership by Grantee of the Equipment and the easements granted by this Grant, the existence of any security interest therein or lien thereon in favor of any lender or mortgagee of Grantee, and the fact that the Equipment is not part of the Property or a fixture thereof, in each case as necessary and appropriate to avoid confusion or adverse claims.

(b) Grantor Indemnity of Grantee. Grantor shall indemnify, defend and hold harmless Grantee against all losses, claims, costs and expenses (including attorneys' fees) incurred by Grantee in obtaining the release and discharge of any lien, encumbrance, pledge, levy or attachment on or with respect to the Equipment or the easements granted by this Grant arising by, under or through Grantor or any agent of Grantor.

(c) Grantor Lien Waiver. Without limiting the generality of the foregoing, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to the Equipment, any portion thereof, or any energy, revenues or proceeds derived therefrom.

(d) Mortgagees in Possession. Notwithstanding anything to the contrary contained herein or in any PPA, in the event that (A) any Lot shall be owned by any person or entity exercising the rights of a "mortgagee in possession" of such Lot (a "MIP"), and (B) any PPA relating to such Lot ("Prior PPA") shall have been terminated, whether by operation of law, in accordance with the PPA or this Grant or otherwise, then at the written request of the MIP or a subsequent purchaser of the Lot from the MIP, Grantee shall enter into a PPA relating to such Lot with such MIP or subsequent purchaser of the Lot on terms and conditions no less favorable to the owner of the Lot as those contained in the Prior PPA, including but not limited to the right to purchase electrical energy and to transfer the new PPA to any purchaser of the Lot on the same terms and conditions.

11. Subordination. Nothing in this Grant or any breach of this Grant renders invalid the lien of any beneficiary under any recorded mortgage or deed of trust encumbering the Property, made in good faith and for value, that encumbers or conveys any portion of the Property to secure performance of an obligation; provided, however, that the rights, obligations, covenants, conditions, restrictions and easements hereunder are prior to, and shall survive the foreclosure of, any lien placed upon all or any portion of the Property, including the lien of any mortgage or deed of trust.

12. Binding Effect; Assignment. This Grant is binding upon Grantor and Grantee and their respective successors and assigns, and shall encumber and burden the Lots within the Property, run with the land, survive any transfer of the Lots or the Property, be enforceable against successive owners, mortgagees and other encumbrancers of the Lots or the Property, and inure to the benefit of Grantee's successors and assigns. In furtherance thereof and as described above, "Grantor" shall include, as appropriate, the successive owners of the Lots within the Property from time to time, and "Grantee" shall include, as appropriate, the successors and assigns of the rights of Grantee hereunder from time to time. The rights of Grantee under this Grant may, from time to time, be assigned, transferred, mortgaged, hypothecated and otherwise encumbered by Grantee, in whole or in part, in each case without the consent of Grantor.

[Signatures on Following Pages]

[Signature Page to Grant of Easements for Solar Energy Equipment]

GRANTOR:

a _____

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

[Signature Page to Grant of Easements for Solar Energy Equipment]

GRANTEE:

SunStreet Energy Group, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

EXHIBIT A
to
Grant of Easements for Solar Energy Equipment

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the [City of _____,] County of _____,
California, described as follows:

Lots _____ as shown on the subdivision map of Tract No. _____, filed on _____, in Book
_____ of Maps, at Pages _____ through _____, in the Office of the Recorder of said County.

Annex IV

PV System Purchase Price Calculation

In the event this Agreement is terminated prior the expiration of the Term, then pursuant to Section 7.01(b)(vi)(B) or Section 10.02(b), Homeowner shall pay to the Company the PV System Purchase Price, calculated as the Fair Market Value of the PV System, depreciated on a straight-line basis over the life of the PV System as follows:

Each year of the Term after the first year, the Fair Market Value of the PV System for such year shall be equal to:

The prior year's Fair Market Value of the PV System - [The Original Fair Market Value of the PV System / Useful Life of the PV System]

Where:

The Original Fair Market Value of the PV System = Size of the System (in Watts) x Fair Market Value per Watt

The Useful Life of the PV System = 30 years

The Original Fair Market Value of the PV System that is the subject of this Agreement (based on a \$5.59 Fair Market Value per watt) is:

4,590 Watts x \$5.59/watt = \$25,658

Assuming the Original Fair Market Value set forth above, the PV System Purchase Price each year of the Term shall be as follows:

<u>Year of the Term</u>	<u>Purchase Price*</u>	<u>Year of the Term</u>	<u>Purchase Price*</u>
1	\$25,658	11	\$17,108
2	\$24,803	12	\$16,253
3	\$23,948	13	\$15,398
4	\$23,093	14	\$14,543
5	\$22,238	15	\$13,688
6	\$21,383	16	\$12,833
7	\$20,528	17	\$11,978
8	\$19,673	18	\$11,123
9	\$18,818	19	\$10,268
10	\$17,963	20	\$9,413

***Includes sales tax**

Annex V

Form of Notice of An Independent Solar Energy Producer Contract

Recording Requested By and
When Recorded Mail to:

[_____]
[address]
[city, state, zip]

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT
(Recorded pursuant to California Public Utilities Code Section 2869(b))

THIS REAL PROPERTY IS RECEIVING PART OF ITS ELECTRIC SERVICE FROM AN
INDEPENDENT SOLAR ENERGY PRODUCER THAT HAS RETAINED OWNERSHIP OF A SOLAR
ELECTRIC GENERATION SYSTEM THAT IS LOCATED ON THE REAL PROPERTY. THE
INDEPENDENT SOLAR ENERGY PRODUCER PROVIDES ELECTRIC SERVICE TO THE CURRENT
OWNER OF THIS REAL PROPERTY THROUGH A LONG-TERM CONTRACT FOR ELECTRIC
SERVICE. THE INDEPENDENT SOLAR ENERGY PRODUCER IS REQUIRED TO PROVIDE A COPY
OF THE CONTRACT TO A PROSPECTIVE BUYER OF THE REAL PROPERTY WITHIN TEN (10)
DAYS OF THE RECEIPT OF A WRITTEN REQUEST FROM THE CURRENT OWNER OF THIS REAL
PROPERTY.

This NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT, dated as of
_____, is between
_____, ("Homeowner") and SunStreet
Energy Group, LLC, a Delaware limited liability company ("Company").

This Notice pertains to real property described on Exhibit A ("Property"). The address of the Property is:

The Assessor's Parcel Number of the Property is: _____.

Company is an Independent Solar Energy Producer who may be contacted at:

Name: _____
Address: _____
Telephone: _____

Company owns and holds title to the solar photovoltaic system and component parts consisting of
_____, ("PV System") installed on the rooftop of the residence ("Home") on the Property owned
by Homeowner. Company has contracted with Homeowner for the sale of generated electricity from the PV System
to Homeowner, pursuant to the Solar 20/20 Plan Agreement and Covenants dated
_____, ("Agreement"). The term of the Agreement is from the later of the Placed in Service Date and the Close of Escrow
(as such terms are defined in the Agreement) to the end of the twentieth (20th) year after the first day of the
calendar month following the Placed in Service Date of the PV System (unless terminated earlier pursuant to the
terms of the Agreement or extended by mutual agreement of Homeowner and Company).

Upon the occurrence of a default by Company under the Agreement, Homeowner may (a) terminate the Agreement
and request removal of the PV System by Company, or (b) exercise any other remedies available at law or equity.

Upon the occurrence of default by Homeowner under the Agreement, Company may do any one or more of the
following: (a) suspend its performance under the Agreement until the default has been cured, (b) terminate the
Agreement and the Homeowner's rights to use the PV System and the generated electricity, (c) leave the PV System
on the Home but sell the generated electricity to a third party, (d) remove the PV System Component Parts (as such
term is defined in the Agreement) from the Home, (e) exercise any other remedies available at law or equity, and/or
(f) recover the lesser of the following two amounts: (i) the net present value of the remaining payments due under
the Agreement, plus the value of any Renewable Energy Incentives lost or recaptured as a result of Homeowner's
default, less any amounts Company recovers or reasonably expects to recover from the wholesale sale of power to
the Local Electric Utility, and (ii) the amount calculated pursuant to Annex IV of the Agreement.

If Homeowner sells the Property, Homeowner may either:

Purchase the PV System, or have the buyer of the Property purchase the PV System, at the price set forth in Annex IV to the Agreement, and then include the system with the sale of the Property; or

Enter into an agreement with the buyer of the Property to assume all of Homeowner's obligations under the Agreement in accordance with the terms of the Agreement.

Notwithstanding anything to the contrary contained herein or in any Agreement, in the event that (A) the Home shall be owned by any person or entity exercising the rights of a "mortgagee in possession" of such Home (a "MIP"), and (B) the Agreement shall have been terminated, whether by operation of law, in accordance with the Agreement or otherwise, then at the written request of the MIP or a subsequent purchaser of the Home from the MIP, Company shall enter into the Agreement with such MIP or subsequent purchaser of the Home on terms and conditions no less favorable to the owner of the Home as those contained in the existing Agreement, including but not limited to, the right to purchase electrical energy and to transfer the Agreement to any purchaser of the Home on the same terms and conditions.

This instrument is a Notice of an Independent Solar Energy Producer Contract and is subject to all of the terms, covenants and conditions provided in the unrecorded Agreement and in no way modifies the provisions of the Agreement. If the terms of this instrument are inconsistent with the terms of the Agreement, the terms of the Agreement shall prevail. This instrument may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

The parties acknowledge and agree that the PV System constitutes the personal property of Company, including, without limitation, under Article 9 of the Uniform Commercial Code of California.

Pursuant to California Public Utilities Code Section 2869(c), this Notice does not constitute a title defect, lien or encumbrance against the real property. In the time and manner required by law, the Independent Solar Energy Producer shall record a document extinguishing this Notice if the Agreement is voided, terminated, assigned or transferred.

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

[SIGNATURES TO NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT ON NEXT PAGES]

[SIGNATURE PAGE TO NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT]

IN WITNESS WHEREOF, the parties have executed this Notice of an Independent Solar Energy Producer Contract as of _____, _____.

HOMEOWNER:

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

STATE OF CALIFORNIA
COUNTY OF _____
On _____, _____, before me, _____

(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Notary Public

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: _____
Notary Public

[SIGNATURE PAGE TO NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT]

COMPANY:
SUNSTREET ENERGY GROUP, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature: _____
Notary Public

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____

(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of _____, _____ County, California,
described as follows:

Lot _____ of Tract No. _____, as per map on file in Book _____ of Maps, Pages _____ through
_____, in the Office of the Recorder of said County, California.

Annex VI**SOLAR 20/20 PLAN(TM) DISCOUNT GUARANTEE**

This Solar 20/20 Plan Discount Guarantee (the "**Guarantee**") is provided to you as a customer of SUNSTREET ENERGY GROUP, LLC ("**SunStreet**") to guarantee the 20% discount from the Reference Price used to calculate the Energy Price under your Solar 20/20 Plan Agreement and Covenants (the "**Agreement**"). All undefined capitalized terms used herein shall have the meaning set forth for such terms in the Agreement.

Under the terms of your Agreement, you have agreed to purchase from SunStreet all of the electric energy generated by the solar system installed on the roof of your home (the "**System**"), regardless of how much of this electric energy you consume and how much is sold by you to your local utility. The Energy Price that SunStreet will charge you each month for the actual electric energy generated by the System will be a rate equal to twenty percent (20%) **less** than the Reference Price (defined below) for such month. **BECAUSE THE ENERGY PRICE IS BASED ON A DISCOUNT OFF OF THE REFERENCE PRICE, THE ENERGY PRICE WILL CHANGE IF THE REFERENCE PRICE CHANGES. THAT IS, THE ENERGY PRICE WILL INCREASE AS THE REFERENCE PRICE INCREASES AND WILL DECREASE AS THE REFERENCE PRICE DECREASES.**

The "**Reference Price**" is a blended rate per kilowatt hour (kWh) for each month that would have otherwise been charged to you by your local utility using an estimate of your electricity consumption during such month had there been no System installed on your home. The Reference Price is based on: (i) your local utility's filed tiered rate structure, taking into consideration any seasonal adjustments (but **not** any "time of use" tariffs or any other similar type of customer election) (the "**Utility Rate**"), and (ii) its "**Non-Bypassable Charges**," which are all other charges imposed by your local utility, whether on a per kWh basis or as a fixed dollar amount (including, but not limited to: distribution, transmission, nuclear decommissioning, and energy cost recovery amounts), and (iii) the tax rates charged by your local utility. **BECAUSE THE REFERENCE PRICE IS A BLENDED RATE BASED ON THE UTILITY RATE AND ITS NON-BYPASSABLE CHARGES, THE REFERENCE PRICE MAY CHANGE IF EITHER THE UTILITY RATE OR ITS NON-BYPASSABLE CHARGES CHANGE.** SunStreet has engaged an independent third party to certify the Utility Rate, the Non-Bypassable Charges and any taxes, which we will update annually or as filed and changed by your local utility. Your Reference Price will be updated accordingly upon any such change. **THIS UPDATE COULD RESULT IN A CHANGE, HIGHER OR LOWER, TO THE REFERENCE PRICE.**

The Reference Price is calculated by utilizing the appropriate Utility Rate for each of the utility's tiers, based on the estimated energy consumption, adding the per kWh rate of Non-Bypassable Charges (based on the estimated energy consumption, if necessary), and adding any taxes charged by your local utility. Given that, at the inception of the Agreement, SunStreet has no actual consumption history for your home from which to calculate the actual amount of energy in each "tier" for any given month, SunStreet has engaged an independent third party to perform a "**Consumption Analysis**" for a home of the same size and with the same floor plan in your community as your home, to determine your estimated electricity consumption for each calendar month.

Each, year, you may request that SunStreet substitute the results of the Consumption Analysis with your actual consumption history by providing, within 30 days of each anniversary date of the later of (i) the date on which your System was Placed in Service, or (ii) the date of your Close of Escrow on your home, the unaltered invoices you have received from your local utility for your home during the prior 12 consecutive months. SunStreet will recalculate your Reference Price (up or down) using your actual consumption within 30 days of SunStreet's receipt of such invoices and adjust your Reference Price for each month going forward. In addition, in the event you paid a greater amount to SunStreet during the prior 12 month period, SunStreet will provide you with a credit against your future SunStreet invoices in the amount of such overpayment. You may request that we recalculate your Reference Price no more than once every 12 months during the term of the Agreement. Please visit our website at www.sunstreet.com to download our "Solar 20/20 Plan Guarantee Request Form" which must be completed and submitted with your utility's invoices.

YOUR REFERENCE PRICE MAY INCREASE AS A RESULT OF YOUR REQUEST. Your actual energy consumption level may be greater than the estimated energy consumption level set forth in your Consumption Analysis and consequently, your Reference Price could increase as a result of your request.

Your lower actual consumption may not affect your Reference Price. If your local utility's tiered rate structure is such that your actual energy consumption and the estimated energy consumption set forth in your Consumption Analysis fall into the same "tier," your Reference Price may not change.

This Guarantee requires that you must be the owner-occupant of the home on which the System was installed and such home must be your primary residence. The Reference Price is based on the standard Utility Rates, Non-Bypassable Charges, and any taxes charged by your local utility and does not take into account any special rates that may be charged to seniors, military personnel or other similar discounted rates.

SUNSTREET'S LIABILITY TO YOU HEREUNDER IS LIMITED TO ANY POTENTIAL CREDIT THAT MAY BE OWED BY SUNSTREET ON FUTURE INVOICES, AS SET FORTH HEREIN ONLY. IN NO EVENT WILL SUNSTREET BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, EXPECTATION, SPECIAL OR INDIRECT DAMAGES.

Annex VII

Form of UCC-1 Financing Statement

(attached)

UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS (Read and Check CAREFULLY)

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND AGREEMENT TO (Name and Address)

[SAMPLE]

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - must only use names from Part 1b. Do not abbreviate or use initials.

1a ORGANIZATION'S NAME

1b PERSONAL LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1d ADDITIONAL INFORMATION: TYPE OF ORGANIZATION JURISDICTION OF ORGANIZATION ORGANIZATIONAL ID # NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - must only use names from Part 1b. Do not abbreviate or use initials.

2a ORGANIZATION'S NAME

2b PERSONAL LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d ADDITIONAL INFORMATION: TYPE OF ORGANIZATION JURISDICTION OF ORGANIZATION ORGANIZATIONAL ID # NONE

3. SECURED PARTY'S NAME OR NAME OF TOTAL ASSIGNEE OF ASSIGNOR (SIP) - must only use names from Part 1b or 2b.

3a ORGANIZATION'S NAME

3b PERSONAL LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

4. THE FINANCING STATEMENT covers the following collateral:

This Financing Statement covers the following property: That certain photo-voltaic solar electric generation system (the "PV System") installed on behalf of the Secured Party at the address of the Debtor set forth above. The filing of this financing statement shall not, and shall not be deemed in any way to, imply that the PV System is a fixture, as it is the express intent of the Secured Party and Debtor that the PV System be deemed to not be a fixture under applicable law, nor to create any relationship between the Secured Party and the Debtor other than that created by that certain Solar 20/20 Plan Agreement and Covenant(s), dated as of (DATE OF SOLAR AGREEMENT), between Secured Party and Debtor (as the same may have been amended, restated or otherwise modified from time to time). Accordingly, this financing statement has been filed as a precaution solely to give notice to all persons that the PV System is owned by the Secured Party and that the Debtor has no ownership interest therein and that the PV System is not a fixture.

5. ALTERNATIVE DESIGNATION: APPLICABLE LESSEE/LESSOR CO-SIGNER/CO-BORROWER SHAREHOLDER BELLWETHER AS LIES FULL UCC FILING

6. THIS FINANCING STATEMENT IS IN THE FORM FILED FOR RECORDING IN THE PUBLIC RECORDS OF THE STATE OF CALIFORNIA. THIS SPACE IS RESERVED FOR THE PUBLIC RECORDS OF THE STATE OF CALIFORNIA. ADDITIONAL FEES (optional)

7. ADDITIONAL FILER REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) - CALIFORNIA (REV. 8/10/08)

Annex VIII

Form of Authorization Agreement for Pre-Authorized Payments

To facilitate the payments that are due under the Solar 20/20 Plan Agreement and Covenants (the "**Solar Agreement**") between SunStreet Energy Group, LLC (hereinafter referred to as "**SunStreet**"), and _____ (hereinafter referred to as "**Customer**"), Customer hereby authorizes SunStreet and its agents and designees to initiate, as set forth below, debit and/or credit entries through the Automated Clearinghouse System from the bank account indicated below, and Customer hereby authorizes the depositing financial institution named below (hereinafter referred to as the "**Bank**"), to enter such debits or credits to such account.

Bank Name: _____
Routing No.: _____
Account No: _____
Account Type (Checking/Savings): _____

Please attach a copy of a voided check for the above account.

Customer understands and agrees that SunStreet and/or its agents or designees will process debit entries to the above referenced account on or after the date on which payment from you to SunStreet is due under the terms of the Solar Agreement each month, as set forth in SunStreet's monthly invoice (the "**SunStreet Bill**"). The amount of each debit entry will be the amount then due under the Solar Agreement (as adjusted to account for any prior credits or errors) and any other sum due and payable to SunStreet pursuant to the Solar Agreement, all as set forth on the SunStreet Bill.

Customer agrees that, in addition to any agent or designee of SunStreet, SunStreet may assign the Solar Agreement as set forth therein and that the assignee may then initiate debit entries per this Authorization Agreement.

Customer hereby personally represents and warrants to SunStreet that all persons whose signatures are required to withdraw funds from the above referenced account have executed this Authorization Agreement and that all information on this Authorization Agreement is true and complete.

Customer hereby acknowledges that it has received a copy of this Authorization Agreement for its records.

Customer understands and agrees that this Authorization Agreement will remain in effect until Customer cancels it in writing, and Customer agrees to notify SunStreet in writing of any changes to Customer's account information or termination of this Authorization Agreement at least 15 days prior to the next SunStreet Bill date. The termination of this Authorization Agreement does not terminate the fully enforceable Solar Agreement or Customer's obligation to make the required payments thereunder.

Customer understands that because this is an electronic transaction, Customer's funds may be withdrawn from Customer's account as soon payment is due pursuant to the SunStreet Bill. In the case of a transfer hereunder being rejected for insufficient funds, Customer's payment will be deemed delinquent and will accrue interest until paid in full, as set forth in the Solar Agreement.

Customer Signature(s): _____
Date _____

Attach a voided copy of check to this section

Annex IX

For Customers of Southern CA Edison Only:

Included in the Renewable Energy Incentives retained by the Company and referred to in this Agreement, is a rebate that has been, or will be, reserved under the California Energy Commission's New Solar Home Partnership in the anticipated amount of \$5,025.00. The New Solar Homes Partnership incentive will be used exclusively to reduce or eliminate, as applicable, one or more of the categories listed in Article IV of the Agreement.

Recording Requested By and
When Recorded Mail to:

SunStreet Energy Group
700 NW 107 Avenue, 3rd Fl.
Miami, Fl. 33172
Attn: Elizabeth Gherardi

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**TERMINATION OF
NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT**

(Recorded pursuant to California Public Utilities Code Section 2869(c)(2))

THIS REAL PROPERTY IS SUBJECT TO A NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT (“**NOTICE**”) RECORDED PURSUANT TO CALIFORNIA PUBLIC UTILITIES CODE SECTION 2869(B), WHICH NOTICE IS NOW BEING EXTINGUISHED AS A MATTER OF RECORD BY THIS INSTRUMENT.

This TERMINATION OF NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT (“**Termination Notice**”), dated as of 12/10/2020, 20 , is between SunStreet Energy Group, LLC, a Delaware limited liability company (“**Company**”) and Temet Flores (“**Homeowner**”).

1. This Termination Notice pertains to real property (“**Property**”) owned by Homeowner, described on **Exhibit A**, attached, and located in Riverside County (“**County**”), California. The address of the Property is 31784 Desert Holly Pl , Murrieta , CA 92563.

2. Company is an Independent Solar Energy Producer who had entered into a contract for the sale of electricity (“**Contract**”) with Homeowner, or with Homeowner’s predecessor-in-interest in the Property. In connection with the Contract, Company had executed a Notice of PPA (20/20) (“**Notice**”) and the Notice was recorded against the Property on 11/22/2013, as Document No. 2013-0552266 in the Official Records of the County.

3. The Contract has been or is being voided, terminated, sold, assigned or transferred. Pursuant to the obligations of Company under California Public Utilities Code Sections 2869(c)(2) or 2869(c)(3), Company now executes this Termination Notice for the purpose of extinguishing the Notice from title to the Property, to be effective as of the date this Termination Notice is recorded in the Official Records of the County.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO TERMINATION OF NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT]

IN WITNESS WHEREOF, the parties have executed this Termination of Notice of an Independent Solar Energy Producer Contract as of 12/10/2020.

COMPANY:

SUNSTREET ENERGY GROUP, LLC,
a Delaware limited liability company

DocuSigned by:
Elizabeth Gherardi
9E42C9BA109F489...

By: _____

Name: Elizabeth Gherardi

Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF MIAMI - DADE

The foregoing was acknowledged before me by means of physical presence or online notarization, this 12/10/2020, by Elizabeth Gherardi as Authorized Signatory of SunStreet Energy Group, LLC, a Delaware limited liability company, who is personally known to me or produced _____ for identification.

WITNESS my hand and official seal.

My commission expires: 7/14/2024

DocuSigned by:
Julia Herdocia
4E8CB498AF76467...

Notary Public

JULIA HERDOCIA
Notary Public-State of Florida
Commission # GG970981
Commission Expires 7/14/2024

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Murrieta, County of Riverside, State of California, described as follows:

PARCEL NO. 1:

Lot 256 (the "Lot") of Tract No. 36376-1, as shown on a Subdivision Map (the "Map"), on file in Book 437 Pages 51 to 64, inclusive, of Maps, in the Office of the Riverside County, California, Recorder.

PARCEL NO. 2:

Nonexclusive easements for access, drainage, support, encroachment, maintenance and repair, and for other purposes, all as may be shown on the Map and as described in the Declaration recorded on March 21, 2002, as Instrument No. 2002-144592, and amended by a First Amendment recorded on December 6, 2002, as Instrument No. 2002-728445 and the Notice of Addition of Phase and Supplemental Declaration of Covenants, Conditions and Restrictions recorded on September 27, 2013, as Instrument No. 2013-0467726.

Certificate Of Completion

Envelope Id: C8E94E5BCFC24D999A0EE90F8FD2C986	Status: Completed
Subject: 31784 Desert Holly PI Termination of Notice - CA Only - aKg1G000008P7m.pdf, N...	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Joanne Perez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	700 NW 107th Ave, Suite 400
	Miami, FL 33172
	Joanne.Perez@lennar.com
	IP Address: 204.109.18.254


Record Tracking

Status: Original	Holder: Joanne Perez	Location: DocuSign
12/10/2020 12:18:56 PM	Joanne.Perez@lennar.com	

Signer Events

Elizabeth Gherardi
 Elizabeth.Gherardi@Lennar.com
 Security Level: Notarized Signing (Notary: Julia Herdocia), Account Authentication (None)

Signature

DocuSigned by:

 9E42C9BA109F489...
 Signature Adoption: Pre-selected Style
 Using IP Address: 107.77.215.127
 Signed using mobile

Timestamp

Sent: 12/10/2020 12:22:21 PM
 Viewed: 12/10/2020 3:17:57 PM
 Signed: 12/10/2020 3:19:39 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/10/2020 3:17:57 PM
 ID: 0401ef08-6013-4329-bae9-6a512afe762b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp


Notary Events

Signature

Timestamp

Notary Name: Julia Herdocia
 Notary Email: Julia.Herdocia@sunstreet.com
 Notary Address:
 Notary Signer: Elizabeth Gherardi
 Notary Designated By: Joanne Perez
 Security Level: Email, Account Authentication (None)

JULIA HERDOCIA
 Notary Public-State of Florida
 Commission # GG970981
 Commission Expires 7/14/2024

DocuSigned by:

 4E8CB498AF76467...

Sent: 12/10/2020 12:22:21 PM
 Viewed: 12/10/2020 3:20:25 PM
 Signed: 12/10/2020 3:20:40 PM
 Freeform Signing

Using IP Address: 107.77.215.127

Electronic Record and Signature Disclosure:
 Accepted: 10/29/2020 7:13:50 AM
 ID: 8d3726cf-8aeb-4251-b2b2-9d792aad0bc

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2020 12:22:21 PM
Certified Delivered	Security Checked	12/10/2020 3:20:25 PM
Signing Complete	Security Checked	12/10/2020 3:20:40 PM
Completed	Security Checked	12/10/2020 3:20:40 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Sunstreet Energy Group LLC, and all applicable affiliated and subsidiary companies (hereinafter individually and/or collectively referred to as "we", "us" or the "Company") may provide to you certain written documents, notices or disclosures authorizations, acknowledgements, and other documents that are necessary or required to be provided during the course of our relationship with you ("Documents"). Described below are the terms and conditions for providing to you the Documents through the DocuSign, Inc. ("DocuSign") electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Electronic Access: To access these electronic Documents, you must have (a) a personal computer or mobile device and an operating system capable of receiving, accessing, displaying, and either printing or storing information, (b) an Internet connection, and (c) Internet Browser Software such as Internet Explorer®, Google Chrome®, Safari®, or Firefox®. Your Internet Browser Software must support 128-bit encryption and Secure Sockets Layer (SSL) protocol. If you are able to see this Electronic Record and Signature Disclosure, your hardware and software should allow you to access these electronic Documents.

Getting paper copies: At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. As long as you are an authorized user of the DocuSign system you will have the ability to download and print any Documents we send to you through the DocuSign system for a limited period of time, usually 30 days after Documents are first sent to you electronically. After such time, if you wish for us to send you paper copies of Documents, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies of any Documents, previously provided electronically by us to you, by sending us an e-mail at service@sunstreet.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

Declining electronic delivery: Upon receipt of your initial electronic communication from DocuSign you may decline further receipt of Documents through the DocuSign system by clicking on the "Decline" button at the bottom of the "Request For Signature Page" of your DocuSign account and provide your reason for declining. This will indicate to us that you have declined to receive required Documents electronically from us and you will no longer be able to use the DocuSign system to receive required Documents electronically from us or to electronically sign Documents from us.

Withdrawing your consent after the initial electronic communication: If you decide to receive Documents from us electronically, you may at any time change your mind and tell us that thereafter that you want to receive required Documents only in paper format. To inform us that you no longer want to receive future Documents in electronic format you may either, (i) decline to sign a Document during your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or (ii) send us an e-mail to service@sunstreet.com and in the body of such request you must state your e-mail, full name, US Postal Address and telephone number.

We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online Documents will be that transactions may take a longer time to process.

Consequences of changing your mind: If you elect to receive required Documents only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need to first send to you the required Documents in paper format, and then wait until we receive back from you, as the case may be, (i) your executed Documents or (ii) your acknowledgment of your receipt of such paper Documents.

All notices and disclosures will be sent to you electronically: Unless you tell us otherwise, in accordance with the procedures described herein, we will provide to you electronically through the DocuSign system, all required transaction Documents. To reduce the chance of you inadvertently not receiving any Document, we prefer to provide all of the required Documents to you by the same method and to the same address that you have given us. Thus, you can receive all the Documents electronically through the DocuSign system or in paper format through the paper mail delivery system. If you do not agree with receiving Documents electronically through the DocuSign system, please let us know as described above. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the Documents electronically from us.

How to contact the Company: You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive Documents electronically by sending us email messages at: service@sunstreet.com.

To advise Sunstreet of your new e-mail address: To let us know of a change in your e-mail address for the purposes of us electronically sending to you Documents you must send an email message to us at service@sunstreet.com and in the body of such request you must state: your previous e-mail address, your new e-mail address.

We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail addresses in the DocuSign system.

Required hardware and software for access and retention**

Browsers:	Final release versions of Internet Explorer® 7.0 or above (Windows only); Mozilla® Firefox - Current Version (Windows and Mac); Safari TM 6.2 or above (Mac OS only); Google Chrome® - Current Version).
Mobile Signing:	Apple iOS® 6.0 or above. Android TM 4.0 or above. DocuSign Mobile App for Windows Mobile
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files.
Screen Resolution:	1024 x 768 minimum.
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies.

To retain any electronic Documents, you may either print or download them. To print Documents on your computer, you will need a printer connected to your computer with adequate paper. To download Documents on your computer, you will need an available storage medium, like a hard drive on your computer or a removable thumb drive. To print Documents on your mobile device, you will need a printer linked with your device (e.g., via Wi-Fi, Bluetooth®, etc.) and/or an application (app) that allows for printing. To store Documents on your mobile device

you will need (1) sufficient storage space on your mobile device and (2) an app or function that allows for the capture of electronic data (e.g., a screenshot). Please follow the instructions for your particular computer operating system and/or software to print and/or to download Documents. Each individual screen may need to be printed and/or downloaded separately. If you have trouble printing and/or downloading, please contact the manufacturer of your personal computer or mobile device, computer operating system, web browser, app, or other relevant software or another information source of your choosing.

**These minimum requirements are subject to change, from time to time. If these requirements change, we will provide you with an email message advising of such changes, at the email address we have on file for you at that time. Upon your receipt of such notice you will have the right to withdraw your consent, in accordance with the procedures set forth herein. Pre-release (e.g., beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically: To confirm to us that you can access this information electronically, which will be similar to other electronic Documents that we will provide to you, please verify that you were able to (i) read this electronic disclosure, (ii) print on paper or electronically save this page for your future reference, and (iii) access or e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference. Further, if you consent to receiving Documents exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURE document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify the Company as described above, I consent to receive from exclusively through electronic means all Documents that are required to be provided or made available to me by the Company during the course of my relationship with you.
- I understand how to cancel the disclosure and consent, should I ever want to do so.

Recording Requested By and
When Recorded Mail to:

SunStreet Energy Group, LLC
700 NW 107 Avenue
Miami, Fl. 33165
Attn: Elizabeth Gherardi

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT**

(Recorded pursuant to California Public Utilities Code Section 2869(b))

THIS REAL PROPERTY IS RECEIVING PART OF ITS ELECTRIC SERVICE FROM AN INDEPENDENT SOLAR ENERGY PRODUCER THAT HAS RETAINED OWNERSHIP OF A SOLAR ELECTRIC GENERATION SYSTEM THAT IS LOCATED ON THE REAL PROPERTY. THE INDEPENDENT SOLAR ENERGY PRODUCER PROVIDES ELECTRIC SERVICE TO THE CURRENT OWNER OF THIS REAL PROPERTY THROUGH A LONG-TERM CONTRACT FOR ELECTRIC SERVICE. THE INDEPENDENT SOLAR ENERGY PRODUCER IS REQUIRED TO PROVIDE A COPY OF THE CONTRACT TO A PROSPECTIVE BUYER OF THE REAL PROPERTY WITHIN TEN (10) DAYS OF THE RECEIPT OF A WRITTEN REQUEST FROM THE CURRENT OWNER OF THIS REAL PROPERTY.

This NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT, dated as of 12/10/2020 is executed by SunStreet Energy Group, LLC, a Delaware limited liability company (“**Company**”).

This Notice pertains to real property described on **Exhibit A (“Property”)**, and owned by MOHAMAD EL-ABDALLAH, LILIAN IBRAHIM (“Homeowner”). The address of the Property is: 31784 Desert Holly Pl , Murrieta , CA 92563

The Assessor's Parcel Number of the Property is: **964-080-006-9**

Company is an Independent Solar Energy Producer who may be contacted at:

Name: SunStreet Energy Group, LLC
Address: 700 Northwest 107 Avenue, Miami, Fl. 33172
Telephone: (305) 485-4110

Company owns and holds title to the solar photovoltaic system and component parts consisting of solar panels and hardware, racking system rails and hardware, micro-inverters, trunk line and array ground wire, 'L' bracket from standoff and junction boxes if attached to racking (“**PV System**”) installed on the rooftop of the residence (“**Home**”) on the Property owned by Homeowner. Company has contracted with Homeowner for the sale of generated electricity from the PV System to Homeowner, pursuant to the PPA (20/20) dated 11/19/2013 and assigned on 12/16/2020 (“**Agreement**”). Homeowner agrees to purchase all of the electricity generated by the PV System, regardless of the amount of electricity consumed by the Home and any credits due to Homeowner or charges owed by Homeowner as a result of net metering

programs will only appear on the Homeowner's bill from the Local Electric Utility. The term of the Agreement is from the later of the Placed in Service Date or the Close of Escrow (as such terms are defined in the Agreement) to the end of the twentieth (20th) year after the Agreement commences (unless terminated earlier pursuant to the terms of the Agreement or extended by mutual agreement of Homeowner and Company).

Upon the occurrence of a default by Company under the Agreement, Homeowner may (a) terminate the Agreement and request removal of the PV System by Company, or (b) exercise any other remedies available at law or equity.

Upon the occurrence of default by Homeowner under the Agreement, Company may do any one or more of the following: (a) suspend its performance under the Agreement until the default has been cured, (b) terminate the Agreement and the Homeowner's rights to use the PV System and the generated electricity, (c) leave the PV System on the Home but sell the generated electricity to a third party, (d) remove the PV System Component Parts (as such term is defined in the Agreement) from the Home, (e) exercise any other remedies available at law or equity, and/or (f) recover the net present value of the remaining payments due under the Agreement (assuming future output is the same as past output, adjusting for expected panel degradation), *plus* the value of any Renewable Energy Incentives lost or recaptured as a result of Homeowner's default, *less* any amounts Company recovers or reasonably expects to recover from the wholesale sale of power to the Local Electric Utility.

If Homeowner sells the Property, Homeowner may either:

Purchase the PV System, or have the buyer of the Property purchase the PV System, at the price set forth in Exhibit IV to the Agreement, and then include the system with the sale of the Property; or

Enter into an agreement with the buyer of the Property to assume all of Homeowner's obligations under the Agreement in accordance with the terms of the Agreement.

Notwithstanding anything to the contrary contained herein or in any Agreement, in the event that (A) the Home shall be owned by any person or entity exercising the rights of a "mortgagee in possession" of such Home (a "MIP"), and (B) the Agreement shall have been terminated, whether by operation of law, in accordance with the Agreement or otherwise, then at the written request of the MIP or a subsequent purchaser of the Home from the MIP, Company shall enter into the Agreement with such MIP or subsequent purchaser of the Home on terms and conditions no less favorable to the owner of the Home as those contained in the existing Agreement, including but not limited to, the right to purchase electrical energy and to transfer the Agreement to any purchaser of the Home on the same terms and conditions.

This instrument is a Notice of an Independent Solar Energy Producer Contract and is subject to all of the terms, covenants and conditions provided in the unrecorded Agreement and in no way modifies the provisions of the Agreement. If the terms of this instrument are inconsistent with the terms of the Agreement, the terms of the Agreement shall prevail.

The parties acknowledge and agree that the PV System constitutes the personal property of Company, including, without limitation, under Article 9 of the Uniform Commercial Code of California.

Pursuant to California Public Utilities Code Section 2869(c), this Notice does not constitute a title defect, lien or encumbrance against the real property. In the time and manner required by law, the Independent Solar Energy Producer shall record a document extinguishing this Notice if the Agreement is voided, terminated, assigned or transferred.

[SIGNATURES TO NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT ON NEXT PAGE]

[SIGNATURE PAGE TO NOTICE OF AN INDEPENDENT
SOLAR ENERGY PRODUCER CONTRACT]

COMPANY:

SUNSTREET ENERGY GROUP, LLC,
a Delaware limited liability company

DocuSigned by:
Elizabeth Gherardi

By: _____
Name: Elizabeth Gherardi
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF MIAMI - DADE

The foregoing was acknowledged before me by means of physical presence or online notarization, this 12/10/2020, by Elizabeth Gherardi as Authorized Signatory of SunStreet Energy Group, LLC, a Delaware limited liability company, who is personally known to me or produced _____ for identification.

WITNESS my hand and official seal.

My commission expires: 7/14/2024

DocuSigned by:
Julia Herdocia
4E8CB498AF76467...

Notary Public

JULIA HERDOCIA
Notary Public-State of Florida
Commission # GG970981
Commission Expires 7/14/2024

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Murrieta, County of Riverside, State of California, described as follows:

PARCEL NO. 1:

Lot 256 (the "Lot") of Tract No. 36376-1, as shown on a Subdivision Map (the "Map"), on file in Book 437 Pages 51 to 64, inclusive, of Maps, in the Office of the Riverside County, California, Recorder.

PARCEL NO. 2:

Nonexclusive easements for access, drainage, support, encroachment, maintenance and repair, and for other purposes, all as may be shown on the Map and as described in the Declaration recorded on March 21, 2002, as Instrument No. 2002-144592, and amended by a First Amendment recorded on December 6, 2002, as Instrument No. 2002-728445 and the Notice of Addition of Phase and Supplemental Declaration of Covenants, Conditions and Restrictions recorded on September 27, 2013, as Instrument No. 2013-0467726.

Certificate Of Completion

Envelope Id: 9F5964C30B1F4722A00F1ECCD1DC9CA4	Status: Completed
Subject: 31784 Desert Holly PI Notice of Indep - aKg1G000008P7m.pdf, Notice.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Joanne Perez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	700 NW 107th Ave, Suite 400
	Miami, FL 33172
	Joanne.Perez@lennar.com
	IP Address: 204.109.18.254


Record Tracking

Status: Original	Holder: Joanne Perez	Location: DocuSign
12/10/2020 12:07:33 PM	Joanne.Perez@lennar.com	

Signer Events

Elizabeth Gherardi
 Elizabeth.Gherardi@Lennar.com
 Security Level: Notarized Signing (Notary: Julia Herdocia), Account Authentication (None)

Signature

DocuSigned by:

 59B2F714C6EB4BA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 107.77.215.127
 Signed using mobile

Timestamp

Sent: 12/10/2020 12:18:49 PM
 Viewed: 12/10/2020 3:21:06 PM
 Signed: 12/10/2020 3:21:29 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/10/2020 3:21:06 PM
 ID: fddd2b0d-2995-4d27-8a8b-be78802eec34


In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events

Notary Name: Julia Herdocia
 Notary Email: Julia.Herdocia@sunstreet.com
 Notary Address:
 Notary Signer: Elizabeth Gherardi
 Notary Designated By: Joanne Perez
 Security Level: Email, Account Authentication (None)

Signature

JULIA HERDOCIA
 Notary Public-State of Florida
 Commission # GG970981
 Commission Expires 7/14/2024

DocuSigned by:

 4E8CB498AF76467...
 Using IP Address: 107.77.215.127

Timestamp

Sent: 12/10/2020 12:18:50 PM
 Viewed: 12/10/2020 3:22:33 PM
 Signed: 12/10/2020 3:22:53 PM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Accepted: 10/29/2020 7:13:50 AM
 ID: 8d3726cf-8aeb-4251-b2b2-9d792aad0bc

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2020 12:18:50 PM
Certified Delivered	Security Checked	12/10/2020 3:22:33 PM
Signing Complete	Security Checked	12/10/2020 3:22:53 PM
Completed	Security Checked	12/10/2020 3:22:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Sunstreet Energy Group LLC, and all applicable affiliated and subsidiary companies (hereinafter individually and/or collectively referred to as "we", "us" or the "Company") may provide to you certain written documents, notices or disclosures authorizations, acknowledgements, and other documents that are necessary or required to be provided during the course of our relationship with you ("Documents"). Described below are the terms and conditions for providing to you the Documents through the DocuSign, Inc. ("DocuSign") electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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