

Recording Requested By:

Lennar Title, Inc.

When Recorded Mail to:

Sunnova Energy Corporation

2222 Ponce de Leon

Miami, FL 33134

Attn: Post Closing

This document was electronically submitted to the County of Riverside for recording

Received by: TERESA #134

192010-016133

(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 11/1/2024, is executed by Sunnova Energy Corporation, DBA SunStreet Energy Group, a Delaware Corporation ("**Company**").

This Notice pertains to real property described on **Exhibit A ("**Property**")** and owned by **Paul Kajdacsy Balla, Martha Angel Balla ("**Homeowner**")**. The address of the Property is: **30830 White Pines Drive Menifee, CA 92584**.

The Assessor's Parcel Number of the Property is: 360-950-007.

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

Name: Sunnova Energy Corporation, a Delaware Corporation

Address: 2222 Ponce de Leon, Miami, FL 33134

Telephone: 877.757.7697

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 LeasePlus New Home Solar Plan dated 8/24/2024 ("**Agreement**"). The Agreement provides, among other things, for the lease of the PV System to Homeowner by Company. The Homeowner agrees to lease the PV System and to make monthly payments in consideration thereof to the Company. Any credits due to Homeowner from the Local Electric Utility or charges owed by Homeowner to the Local Electric Utility 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]

EXHIBIT "A"

LEGAL DESCRIPTION

Real Property in the City of Menifee, County of Riverside, State of California, described as follows:

PARCEL 1:

LOT 16, OF TRACT NO. 28792, IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 465, AT PAGES 39 THROUGH 46, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE OR OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND.

RESERVING UNTO GRANTOR, its successors and assigns, and others, together with the right to grant and transfer all or a portion of the same, except as granted hereby, easements and rights of access, use, enjoyment, maintenance, repairs, drainage and for other purposes, all as reserved to Grantor as Declarant and Owner in the Declaration and the Supplementary Declaration.

PARCEL 2:

Easements and rights of Owners as set forth in that certain Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Quartz Ranch, recorded on September 7, 2022, as Document No. 2022-0386102, in the Office of the County Recorder of Riverside County, California, and any amendments and supplements thereto ("**Declaration**"), in that certain Supplementary Declaration for Quartz Ranch (Meadow Walk at Quartz Ranch, Phase 16), recorded on March 2, 2023, as Document No. 2023-0060161, in the Office of the County Recorder of Riverside County, California, and any amendments and supplements thereto ("**Supplementary Declaration**").

APN: 360-950-007