

SOLAR ENERGY SYSTEM ADDENDUM
SunStreet Solar Home Program

THIS SOLAR ENERGY SYSTEM ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase Agreement and Deposit Receipt and Joint Escrow Instructions (the "**Agreement**") dated as of February 08, 2021, between Kevin James Hanna, Elizabeth Ann Hanna (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0041 of Tract/Subdivision 37341-3 in the City/County of Temecula/Riverside, California, in the community known as Everview at Sommers Bend (the "**Community**").

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

2. **Solar Energy System Description.** Subject to Section 15 below, the Property will be equipped with a roof-mounted solar photo-voltaic system and other equipment (collectively, the "**PV System**") that converts solar energy to electricity for use in the Home. The PV System will consist of the following elements:

- (a) photovoltaic modules ("**Solar Array**") consisting of roof panels and hardware,
- (b) racking system rails and hardware,
- (c) microinverters that convert DC electricity generated by the Solar Array to AC electricity for home use, trunk line and array ground wire,
- (d) 'L' brackets from standoffs,
- (e) junction boxes if attached to racking, and
- (f) a web-based solar energy monitoring system (requiring Buyer to have a high-speed internet service provider and a router with an available terminal).

3. **Solar Energy System Election.** In order to consummate the purchase of the Property, you must elect to either: (1) purchase the PV System as part of your Property, or (2) lease the PV System by entering into a LeasePlus Solar Program (the "**Solar Lease**"), at or prior to the closing date for the purchase of the Home pursuant to the Agreement ("**Close of Escrow**"). The terms of the Solar Lease are contained in a separate written agreement between you and SunStreet Energy Group, LLC, a Delaware limited liability company that is registered to do business in California, and its successors and assigns ("**System Owner**").

3.1 **Solar Lease.**

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

3.1.2 **Options Upon Expiration of the Term of Solar Lease.** At the expiration of the term of the Solar Lease, you will have the option to purchase the PV System for the fair market value of the PV System, as set forth in the Solar Lease, or you may extend the term of the Solar Lease for an additional ten (10) years, or you may request that System Owner remove the PV System from the Property the Property and restore the condition of the part of the Home's roofing material that is affected by removal of the PV System, so that the restored condition is sound, watertight and (to the extent reasonably feasible) aesthetically consistent with the then-existing prevalent condition of remaining part of the Home's roofing material.

3.1.3 **Option to Purchase At Any Time.** You have the option to purchase the PV System at any time during the Term. The System Price will be the PV System's fair market value, as set forth in the Solar Lease.

3.1.4 **System Owner and Buyer Obligations.**

- (a) **System Owner Maintenance; Drone Inspection.** The System Owner under the Solar Lease will be responsible for the maintenance and repair of the PV System. To reduce response times for PV System service calls and the impact of inspections on roofs, System Owner may (with approximately 24 hours advance notice to you) operate a drone from the Property for aerial video inspection of the roof-top PV System and any other objects related to the service call. However, there is no guarantee that such a drone inspection will not inadvertently view other portions of Buyer's Property.
- (b) **Buyer Obligations.** You will be responsible for (i) promptly notifying System Owner of any problems with the PV System, (ii) maintaining working internet and electrical connections for the purposes of ongoing monitoring of the PV System, (iii) keeping all trees, other vegetation and any other obstructions from overshadowing or blocking the PV System's access to sunlight, and (iv) the costs of repairing any damage to the PV System caused by you, your guests or other invitees. If you fail to make Lease Payments or otherwise fail to perform your other obligations under the

Solar Lease, you may have to pay certain fees to System Owner (and will be subject to additional remedies) as set forth in Section 5.04(b) of the Solar Lease.

3.1.5 Other Recorded Solar Documents. By entering into the Solar Lease, your Property will be subject to a recorded Grant of Easements for Solar Energy Equipment (the “**Solar Equipment Easement**”), which is for the purpose of permitting System Owner to design, lay-out, install, operate, maintain, repair, replace, improve, expand and remove the PV System on your home, among many other important rights and obligations, including a right of access to eliminate shading. The Solar Equipment Easement prohibits the shading of roof-top solar collectors and reserves to the System Owner a right of entry, after notice, to cure the shading of any PV System that is subject to the Solar Lease. Because of the prohibition against the shading of solar collectors and the design and dimensions of the Property, any yard area of the Property may not be large enough to accommodate (a) the planting of medium or large trees in any such yard of the Property, (b) the construction of upper-floor additions or roof-top structures, if applicable, and (c) the growth of some trees to mature height in any yard area of the Property. You should be aware that neighboring real property might not be subject to solar shading prohibitions, in which case such neighboring real property might not be prohibited from shading solar collectors installed on the roof of your Property. Your Property will also be subject to a Notice of an Independent Solar Energy Producer Contract (the “**Solar Notice**”) that describes the Solar Lease. The Solar Notice will be recorded against the Property at the Close of Escrow, as required by California law. The System Owner will also file with the California Secretary of State, and record against the Property at the Close of Escrow, a UCC-1 Financing Statement (“**UCC-1**”) to provide notice of System Owner’s ownership, as personal property, of the PV System. You agree to pay, as a closing cost, the fee charged by the County Recorder to record the Solar Notice and the UCC-1. Sample copies of the form of the Solar Equipment Easement, the Solar Notice and UCC-1 are attached as exhibits to the Solar Lease.

3.1.6 RESALE. UNDER THE SOLAR LEASE, IF YOU LATER WANT TO SELL YOUR HOME WITHIN THE 20 YEAR TERM OF THE SOLAR LEASE, **YOU WILL BE REQUIRED TO TAKE ONE OF THE FOLLOWING ACTIONS AT THE TIME OF SALE:**

- YOU MUST ASSIGN THE SOLAR LEASE TO ANY NEW BUYER OF YOUR HOME WITHOUT PENALTY, AND OBTAIN AN ASSUMPTION OF THE OBLIGATIONS FOR THE BALANCE OF THE 20 YEAR TERM; OR
- YOU OR THE NEW BUYER OF YOUR HOME MUST PURCHASE THE PV SYSTEM FOR AN AMOUNT CALCULATED IN ACCORDANCE WITH EXHIBIT IV OF THE SOLAR LEASE AND AS DESCRIBED BELOW (THE “**SYSTEM PRICE**”).

(A) POSSIBLE IMPACTS OF SOLAR LEASE ON RESALE OF HOME.

IN THE EVENT THE NEW BUYER OF YOUR HOME DOES NOT AGREE TO ACCEPT ASSIGNMENT OF AND TO ASSUME THE SOLAR LEASE, THE COST OF PURCHASING THE PV SYSTEM AT SUCH TIME MAY MAKE THE RESALE OF THE HOME MORE DIFFICULT AND WILL IMPACT THE TOTAL PURCHASE PRICE AND/OR PROCEEDS OF SALE OF THE HOME, DEPENDING ON WHETHER YOU OR THE NEW BUYER OF YOUR HOME, IS RESPONSIBLE FOR THE SYSTEM PRICE.

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

(B) EXAMPLE OF SYSTEM PRICE UPON RESALE OF HOME.

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

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

SUCH ASSUMPTIONS.

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

Example of System Price:

This example assumes that the size of the PV System is 4.0 kilowatts and the original fair market value of the PV System per watt is \$4.30. As a result, the System Price during the first year of the term of the Solar Lease is: 4,000 watts x \$4.30/watt = \$17,200, and the System Price each year of the term of the Solar Lease (20 years) would be as follows:

<u>Year of the Term</u>	<u>System Price*</u>	<u>Year of the Term</u>	<u>System Price*</u>
1	\$17,200	11	\$11,467
2	\$16,627	12	\$10,893
3	\$16,053	13	\$10,320
4	\$15,480	14	\$9,747
5	\$14,907	15	\$9,173
6	\$14,333	16	\$8,600
7	\$13,760	17	\$8,027
8	\$13,187	18	\$7,453
9	\$12,613	19	\$6,880
10	\$12,040	20	\$6,307

*Includes Sales Tax

3.2 Purchase of PV System.

- 3.2.1 **System Price.** If you elect to purchase the PV System, the purchase price of the PV System will be included in the purchase price of your Property. You acknowledge, however, that in certain instances the purchase of the PV System could result in an insufficient appraised value. In such a case, you agree to either (1) pay additional funds down to facilitate the purchase of the Property, or (2) enter into the Solar Lease with System Owner.
- 3.2.2 **Maintenance/Warranties.** If you elect to purchase the PV System, at the Close of Escrow you will own the PV System and be responsible for its operation and maintenance. The PV System that you purchase will be subject to warranties provided by the manufacturer.
- 3.2.3 **Release of Easement.** If you elect to purchase the PV System, at the Close of Escrow, System Owner will be responsible for removing the Solar Equipment Easement (which was recorded against the Community or phase thereof prior to the Close of Escrow) from the Property as a matter of public record.

4. Governmental and Electric Utility Solar Programs and Incentives.

- 4.1 **Governmental Incentives.** Federal, State and local governmental jurisdictions may from time to time offer or make available to the owner of the PV System various tax credits or other financial incentives, excluding any State rebate paid to System Owner or Seller ("**Governmental Incentives**") for installing a PV System that serves a residential dwelling. The types of Governmental Incentives made available, if any, may include a federal income tax credit for a portion of the cost of the PV System and similar tax credits and exemptions. If you elect to purchase the PV System you will be entitled to certain Governmental Incentives; however, if you elect to enter into the Solar Lease, then the System Owner (not you) is entitled to the Governmental Incentives. The rules and requirements applicable to Governmental Incentives and their availability are subject to change at any time, and particular Governmental Incentives may be available for a limited time only. The Solar Lease contains provisions regarding the Governmental Incentives retained by the System Owner.
- 4.2 **Utility Company Incentives.** The installation of a PV System which is interconnected with the transmission grid of the local electric utility, and the production of Generated Electricity may entitle you or the System Owner to renewable energy credits or other financial incentives from the local electric utility ("**Utility Incentives**"). The types of Utility Incentives made available may include (i) payment for solar renewable energy credits based upon the kilowatt hours of electricity generated by the PV System and (ii) credits or payments for excess electricity generated by the PV System and not used at the Property under 'net metering'; however, Utility Incentives exclude any State rebate and any tax incentive paid directly to System Owner or Seller. If you elect to enter into the Solar Lease, then the System Owner will retain or receive any available Utility Incentives, other than any credits or payments from the local electric utility for Generated Electricity in excess of the electricity you consume in a calendar month, subject to the Utility Company's terms and conditions, tariffs and applicable laws.
- 4.3 **Processing Applications for Electric Utility Interconnection and Incentives.** The solar electric energy generated by the PV System is not stored, and if the energy generated exceeds the energy demand in your Home, the excess energy is

exported to the local utility electric transmission grid, under the terms of an interconnection agreement for the Home with _____ (“**Utility Company**”). You agree to sign and return to the System Owner within 10 business days of your receipt thereof, any such interconnection agreement and other documentation to the extent required for participation in the Utility Incentives program of the local electric utility or as may be required under the terms of the Solar Lease, including, without limitation, any Renewable Energy Credit Purchase Contract. The interconnection agreement must be approved by the Utility Company before the PV System may be activated and the Utility Company may take 30 or more days to approve an interconnection agreement after its submission to the Utility Company. Also under the terms of the interconnection agreement, you may be eligible to receive credits for the excess energy exported to the grid. The terms of the interconnection agreement with Utility Company are subject to change. To obtain up-to-date information on the interconnection agreement, contact Utility Company at _____, or their website at: _____ . The Utility Incentives program may also require you to provide proof to the local electric utility that you carry homeowner’s liability insurance in an amount required by the utility. If you elect to enter into a Solar Lease with the System Owner, then you also agree to assign any Utility Incentives to the System Owner, other than (i) any credit or payment from the local utility for Generated Electricity in excess of the electricity you consume or (ii) any incentives offered by the local electric utility only to its customers and that may not be assigned. You agree to cooperate in good faith with Seller and the System Owner to implement this Section for participation in the Utility Incentives program and to execute any additional documents or take any additional action that is necessary or required by the Utility Company, Seller, the System Owner or the Solar Lease in a timely manner in order to facilitate such participation.

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

5. **Solar Payment Election.** Buyer shall make its election to either (i) enter into a Solar Lease or (ii) purchase the PV System, not later than the earlier of (a) fourteen (14) business days after the Effective Date of the Agreement or (b) the Close of Escrow (“**Election Date**”). **Buyer must make its election by completing, signing and delivering to Seller the Solar Payment Election Addendum attached to this Addendum by the Election Date.** If Buyer fails to deliver a completed signed Solar Payment Election Addendum to Seller on or before the Election Date, such failure shall constitute Buyer’s conclusive election to enter into a Solar Lease with the System Owner. **By making your election, or having been deemed to have made an election, you acknowledge and represent to Seller that (I) you have received and read this Addendum, (II) Seller has offered and given you a reasonable opportunity to evaluate this Addendum in order to make an informed decision on whether to enter into the Solar Lease or to purchase the PV System, (III) Seller has advised you to consider consulting with legal and/or technical experts when deciding whether to enter into the Solar Lease or purchase the PV System, (IV) you have been provided with the Solar Lease in substantially the form to be signed by Buyer, (V) you acknowledge that Seller’s representatives are not authorized to make any representations about the PV System that are not contained in the written PV System materials provided to you by Seller and System Owner, and that you have not relied on any representations made by Seller’s representatives or any other agent or employee of the Seller about the PV System that differ from the written PV System materials, and (VI) you have voluntarily decided to either enter into the Solar Lease or purchase the PV System as a result of your own investigations, evaluations and the recommendations of your own expert(s) and advisor(s).**

6. **Solar Declaration.** The PV System generates energy by exposure of the Solar Array to the sun, and a PV System’s production of energy will be reduced or even eliminated if trees or other obstructions are allowed to cause shading of the Solar Array. In order to control the effect of shading from obstructions located on neighboring land developed by Seller, some or all of the homes in the Community may be subject to a recorded Declaration of Solar Energy Covenants, Conditions and Restrictions (“**Solar Declaration**”) that prohibits the shading of roof-top solar collectors of the PV System, as more fully described in the Solar Declaration. The Solar Declaration operates to protect the exposure to sunlight of such roof-top solar collectors on the Property and on neighboring homes, during certain daylight hours. The Solar Declaration reserves to the System Owner a right of entry, after notice, to cure the shading of any PV System that is subject to a Solar Lease. The Solar Declaration contains restrictions and guidelines on the height of trees at maturity and other improvements, and on the maintenance or location of trees, landscaping, structures and other improvements that cast a shadow over the solar absorption area on the surface of any Solar Array (“**Prohibited Shading**”). The Solar Declaration also discloses that because of the prohibition against the shading of solar energy systems and the dimensions of the Property, the Property may not be large enough to accommodate (i) the planting of medium or large trees in the yard of the Property, (ii) the construction of upper-floor additions or roof-top structures on the Property, and (iii) the growth of some trees to mature height on the Property. You will be provided a copy of any Solar Declaration applicable to the Property. You are advised to fully read and understand the Solar Declaration and to carefully consider the effect of the application of the Prohibited Shading restriction and the guidelines therein when making a decision to purchase the Home. The Community’s homeowners’ association, if any, and homeowners, may have the right, but not the obligation, to enforce the Solar Declaration.

However, some neighboring land owned by others may not be subject to the Solar Declaration recorded by Seller or any other solar shading restrictions. Examples of such land without solar shading restrictions include, without limitation, abutting public parkways and public parks, golf courses, natural open space areas and homes that are not a part of the Community being built by Seller. In any such cases, it may not be possible for Buyer or System Owner to prevent a Solar Array on Buyer’s Home from being shaded by trees and other obstructions on neighboring land. Buyer must consider the proximity of neighboring land that is not subject to solar shading restrictions when making a decision to purchase the Home. Neither System Owner nor Seller, nor their sales representatives, affiliates or assigns, shall be liable for any impact to the PV System to the extent such impact is related to or caused by any issue occurring on neighboring land.

7. **Design of Improvements to Prevent Shading.** Buyer must consider the height at maturity and the location of trees that Buyer plants, and the height and location of other structures Buyer installs, in order prevent Prohibited Shading of any Solar Array. Solar Array shading may be avoided by carefully planning the distance of planted trees and other structures from the closest point of a nearby Solar Array. Mature trees are generally categorized by height as being small (up to 20 feet), medium (up to 35 feet) or large (up to 50 feet). As an example, a Solar Array on a one-story home means that even a small tree, if planted too close to the home, can block the Solar Array when the tree matures. Determining the height and distance of mature trees and other structures is very important when planning improvements to the Home and its yard. To assist in planning, the Solar Declaration contains guidelines (the

Horizontal Distance Table and the Minimal Shading Criterion) that have been established to minimize the shading of Solar Arrays. These guidelines must be used when planting a tree or locating other structures. The guidelines apply to the distance of trees (or other structures) from any nearby Solar Array, whether the distance is to a Solar Array located on Buyer's Home or on a neighboring home. When planning to plant a tree or install any tall structure, Buyer or Buyer's design consultant should first use the Solar Declaration guidelines to determine the maximum height and minimum distance of proposed improvement locations in relation to the closest point on any nearby Solar Array, and to identify trees with appropriate heights for the proposed locations. Buyer may not permit the planting, maintenance or installation of any tree or other obstruction on the Property that, at the time of the planting, maintenance or installation or at any time in the future, violates the Prohibited Shading restriction in the Solar Declaration.

8. **Maintenance to Prevent Shading.** As trees and landscaping grow and mature, and unless more stringent height and distance guidelines apply, the guidelines in the Solar Declaration affect the maintenance of landscaping by establishing the maximum height of landscaping that must not be exceeded at certain distances from the nearest point of a Solar Array. However, regardless of these guidelines, the height of trees and landscaping in the yard of the Buyer's Home must be continuously maintained to prevent Prohibited Shading of a Solar Array, whether the Solar Array is located on the Buyer's Home or on a neighboring home. Please carefully review the Prohibited Shading restrictions and the guidelines in the Solar Declaration. Please also see the diagram of typical shading height and distance guidelines attached to the Solar Declaration.

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

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

11. **No Liability For Seller.** Buyer acknowledges and agrees that:

11.1 Neither Seller nor any of its successors or assigns is a party to or bound by any of the provisions of the Solar Lease; and

11.2 All terms of the Solar Lease and all performance, warranty and other aspects of the PV System are set forth in the written materials that are provided to you by the System Owner. Neither Seller, nor its sales representatives, nor any of its affiliates or assigns have made representations or warranties to Buyer of any kind, type or nature regarding the PV System, including but not limited to energy cost savings, tax benefits, cash grants or rebates, other than as stated in this Addendum or the Solar Lease. Any maintenance and warranties in connection with a Solar Lease are from the System Owner and Buyer will look solely to the System Owner regarding the PV System, subject to the terms of the Solar Lease. If the Buyer purchases the PV System, then any warranties of the PV System are from the manufacturer.

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

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

13. **Conflicts** In the event of any conflict between this Addendum and the Agreement, the Agreement shall control.

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

15. **Termination.** In the event the Close of Escrow occurs prior to the completion of the installation of the PV System, and such completion of the PV System does not occur within ninety (90) days from the Close of Escrow, either Seller or Buyer may cancel and terminate this Addendum and no party shall have any obligations or liabilities hereunder.

16. **Contact Information.** Buyer agrees to update the telephone number and other contact information provided to Seller and System Owner if that information changes and consents to the System Owner using any wireless or wireline telephone number, email address, or other contact information that the Buyer has provided or provides, using any reasonable means of communication, including texts and voice calls that are made from a device deemed an automatic telephone dialing system or using an artificial or prerecorded voice. However, Buyer may revoke this consent and the consent provided by this Section is not a condition to the Buyer receiving services provided by System Owner. Buyer's execution of this Addendum constitutes express written consent to the terms of this Section. Further, System Owner has represented to Seller that System Owner does not sell any personal information of Buyer obtained, processed, or derived by System Owner in the course of performing and services for Buyer related to System Owner's solar program, and that System Owner shall not regain, use or disclose any personal information of Buyer outside of the direct business relationship between System Owner and Buyer

[Signatures on following page]

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

DocuSigned by:
Kevin James Hanna 2/17/2021
05CC93F50E1D4CF... Date
Buyer Buyer Date

DocuSigned by:
Elizabeth Ann Hanna 2/17/2021
B29B06970F1E4BD... Date
Buyer Buyer Date

SELLER Authorized signer

DocuSigned by:
Rochelle M Stromalla 2/18/2021
8D75F7720B844D4... Date
Authorized Agent of Seller

Attachment: Solar Payment Election Addendum

ATTACHMENT TO SOLAR ENERGY SYSTEM ADDENDUM

SOLAR PAYMENT ELECTION ADDENDUM
SunStreet Solar Home Program

This **SOLAR PAYMENT ELECTION ADDENDUM** ("**Election Addendum**") is executed with and incorporated into the Solar Energy System Addendum ("**Solar Addendum**") to the Purchase Agreement and Deposit Receipt and Joint Escrow Instructions ("**Agreement**") dated as of the February 08, 2021, between Kevin James Hanna, Elizabeth Ann Hanna (collectively, "**Buyer**") and Seller, as defined in the Agreement, regarding the Property, as defined in the Agreement consisting of residential real property located in the City/County of Temecula/Riverside, California.

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

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

If this box is checked, Buyer elects under Section 3.1 of the Solar Addendum to enter into a LeasePlus Solar Program ("**Solar Lease**") and to make monthly Lease Payments in the amount of \$ 75 to the System Owner.

If this box is checked, Buyer elects under Section 3.2 of the Solar Addendum to purchase the PV System for a purchase price in the amount of \$15,895 which will be included in the purchase price of the Property. Buyer acknowledges that in certain instances the purchase of the PV System could result in an insufficient appraised value. In such a case, Buyer agrees to either a) pay additional funds down to facilitate the purchase of the Property, or b) enter into the Solar Lease with System Owner.

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

3) **Counterparts.** This Election Addendum may be executed in counterparts, a complete set of which shall form a single Election Addendum.

4) **Conflicts.** In the event of any conflict between this Election Addendum and the Agreement and Solar Addendum, the Agreement shall control.

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

DocuSigned by:
Kevin James Hanna 2/17/2021
05CC93F50E1D4CF... Date Buyer Date

DocuSigned by:
Elizabeth Ann Hanna 2/17/2021
B29B06970F1E4BD... Date Buyer Date

SELLER Authorized Signer
DocuSigned by:
Rochelle M Sromalla 2/18/2021
8D75F7720B844D4... Date
Authorized Agent of Seller