

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 and Sale Agreement (the "**Agreement**") dated as of December 18, 2021, between Anthony Cole, Riah McRae-Martin (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 2105 of Tract/Subdivision /Hampton at Heritage Lake in the City/County of Menifee/Riverside, California, in the community known as Hampton at Heritage Lake (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** You may elect to either (1) purchase the PV System's energy without owning the PV System, by entering into a Solar 20/20 Plan Agreement and Covenants (the "**Solar Plan**"), or (2) purchase the PV System as part of your Property. The terms of the Solar Plan are contained in a separate written agreement between you and SunStreet Energy Group that is registered to do business in California, and its successors and assigns ("**System Owner**"). In order to consummate the purchase of the Property you must, at or prior to the closing date for the purchase of the Home pursuant to the Agreement ("**Close of Escrow**"), either execute the Solar Plan or purchase the PV System as part of your Property.

3.1 Solar Plan.

3.1.1 **Energy Price.** As set forth in the Solar Plan, the Solar Plan is a financial arrangement 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 purchase from System Owner ALL OF THE ELECTRICITY GENERATED BY THE PV SYSTEM ("**Generated Electricity**") for a twenty (20) year period based on a rate (the "**Energy Price**") per kilowatt hour of electricity produced. You will be required to start paying for Generated Electricity on the later of the Placed in Service Date or Close of Escrow (as defined in the Solar Plan). The Energy Price may fluctuate over the term of the Solar Plan as residential electric utility rates fluctuate, as it is based on a fixed 20% discount from a blended rate calculated using the local electric utility's rate structure and taking into account other charges and taxes charged by the local utility, as well as the estimated energy consumption of the home. The Generated Electricity is not stored and if it exceeds the demand in the home, the Generated Electricity is supplied to the local electric grid for which you may receive a corresponding credit (reduction) on your electric utility bill, subject to the net metering laws applicable to the electric utility.

3.1.2 **Options Upon Expiration of the Term of Solar Plan.** At the expiration of the term of the Solar Plan, you will have the option to purchase the PV System for the fair market value of the PV System which may be determined by a third party independent appraiser; otherwise, you and System Owner may mutually agree to extend the term of the Solar Plan for an additional ten (10) years, or System Owner shall remove the PV System from the Property at its cost.

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 may be determined by a third party independent appraiser.

3.1.4 **Buyer Obligations.** The System Owner under the Solar Plan will be responsible for the maintenance and repair of the PV System; provided that 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 payment for the Generated Electricity or

otherwise fail to perform your other obligations under the Solar Plan, you may have to pay certain fees to System Owner (and will be subject to additional remedies) as set forth in Section 5.04 of the Solar Plan.

3.1.5 Other Recorded Solar Documents. By entering into the Solar Plan, 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. Your Property will also be subject to a Notice of an Independent Solar Energy Producer Contract (the "**Solar Notice**") that describes the Solar Plan. The Solar Notice will be recorded against the Property at the Close of Escrow, as required by California law. You agree to pay, as a closing cost, the fee charged by the County Recorder to record the Solar Notice. 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. Sample copies of the form of the Solar Equipment Easement, the Solar Notice and UCC-1 are attached as exhibits to the Solar Plan.

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

- o YOU MUST ASSIGN THE SOLAR PLAN 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
- o 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 PLAN AND AS DESCRIBED BELOW (THE "**SYSTEM PRICE**").

(A) POSSIBLE IMPACTS OF SOLAR PLAN 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 PLAN, 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 PLAN.

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

THE FOLLOWING PROJECTIONS ARE BASED ON CURRENTLY AVAILABLE INFORMATION, ARE ILLUSTRATIVE ONLY (THE "**ILLUSTRATIONS**") AND SHOULD NEVER BE RELIED UPON. THE ILLUSTRATIONS ARE BASED ON SPECIFIC PV SYSTEM SIZES AND MARKET VALUES PER WATT. ACTUAL CALCULATIONS MAY DIFFER MATERIALLY FROM THOSE SET FORTH IN THE ILLUSTRATIONS. NO ONE CAN PREDICT CONDITIONS WITH COMPLETE ACCURACY. NO GUARANTEE OF ANY KIND IS OFFERED REGARDING A SPECIFIC PV SYSTEM'S PERFORMANCE OR THE SYSTEM PRICE. 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 ILLUSTRATIONS) 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 1:

This example assumes that the size of the PV System is 5 kilowatts and the original fair market value of the PV System per watt is \$4.95. As a result, the System Price during the first year of the term of the Solar Plan is: 5,000 watts x \$4.95/watt = \$24,750, and the System Price each year of the term of the Solar Plan (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	\$24,750	11	\$16,500
2	\$23,925	12	\$15,675
3	\$23,100	13	\$14,850
4	\$22,275	14	\$14,025
5	\$21,450	15	\$13,200
6	\$20,625	16	\$12,375
7	\$19,800	17	\$11,550
8	\$18,975	18	\$10,725
9	\$18,150	19	\$9,900
10	\$17,325	20	\$9,075

*Includes Sales Tax

Example 2:

This example assumes that the size of the PV System is 3.5 kilowatts and the original fair market value of the PV System per watt is \$5.10. As a result, the System Price during the first year of the term of the Solar Plan is: 3,500 watts x \$5.10/watt = \$17,850, and the System Price each year of the term of the Solar Plan (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	\$17,850	11	\$11,900
2	\$17,255	12	\$11,305
3	\$16,660	13	\$10,710
4	\$16,065	14	\$10,115
5	\$15,470	15	\$9,520
6	\$14,875	16	\$8,925
7	\$14,280	17	\$8,330
8	\$13,685	18	\$7,735
9	\$13,090	19	\$7,140
10	\$12,495	20	\$6,545

*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 20/20 Plan 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 Plan, 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 Plan 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 Plan, 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 Plan, 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 Plan 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 Plan 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 Plan or (ii) purchase the PV System, not later than five (5) business days after the Effective Date of the Agreement (but in all events no later than 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 Plan 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 Plan 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 Plan or purchase the PV System, (iv) you have been provided with the Solar Plan 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 Plan 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 Plan. 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 Plan, 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:

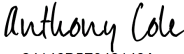
- 11.1 Neither Seller nor any of its successors or assigns is a party to or bound by any of the provisions of the Solar Plan; and
- 11.2 All terms of the Solar Plan and all performance, warranty and other aspects of the PV System are set forth in the written materials that are provided to you by the 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 Plan. Any maintenance and warranties in connection with a Solar Plan 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 Plan. 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 counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
13. **Conflicts; Severability of Provisions.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect. If any provision or portion of this Addendum is determined to be unenforceable, or would render this Addendum unenforceable, such provision shall be removed and the remaining provisions or portions shall be enforced in accordance with their terms.
14. **Entire Agreement.** The Agreement, with this Addendum, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts, whether oral or written, are hereby superseded by these documents. No addition to or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.
15. **Termination.** In the event the Close of Escrow occurs prior to the completion of the PV System, and such completion of the installation of the PV System does not occur within ninety (90) days from the Close of Escrow, Seller may cancel and terminate this Addendum and neither party shall have any obligations or liabilities hereunder.

[Signatures on following page]

Community: Hampton at Heritage Lake Phase: 17 Homesite: 2105 Tract: Cost Center: 67623512105

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 PLAN ON THE RESALE OF THE HOME.

DocuSigned by:

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Buyer - Anthony Cole
Date 12/18/2021

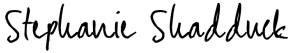
DocuSigned by:

3596E6B4C282417...
Buyer - Riah McRae-Martin
Date 12/18/2021

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of California, Inc., a California Corporation
a

DocuSigned by:

BEBD035F68DE48E...
By
Title: Authorized Representative Stephanie Shadduck
Date Signed by Seller: 12/18/2021

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 and Sale Agreement ("**Agreement**") dated as of the eighteenth day of December, 2021 between Anthony Cole, Riah McRae-Martin (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 Menifee/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 Solar 20/20 Plan Agreement and Covenants ("**Solar Plan**") and to purchase the Generated Electricity from 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 \$00 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 20/20 Plan with System Owner.

BUYER SHALL MAKE ITS ELECTION TO EITHER (i) ENTER INTO A SOLAR PLAN, 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 PLAN 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, this Election Addendum shall control. In all other respects, the Agreement and Solar Addendum shall remain in full force and effect.

Community: Hampton at Heritage Lake Phase: 17 Homesite: 2105 Tract: Cost Center: 67623512105

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

DocuSigned by:

24146B5F042149A...
Buyer - Anthony Cole
Date 12/18/2021

DocuSigned by:

3596E6B4C282417...
Buyer - Riah McRae-Martin
Date 12/18/2021

Buyer -
Date

Buyer -
Date

SELLER:
Lennar Homes of California, Inc., a California Corporation
a

DocuSigned by:

BEBD935F6BDE48E...
By
Title: Authorized Representative Stephanie Shadduck
Date Signed by Seller: 12/18/2021