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LeasePlus New Home Solar Plan

Homeowner Information	
Homeowner Name:	**Paul Sabatino Bales**

Address History:

Homeowner 1:

- **Current Address:**

  26648 Brooks Circle Stevenson Ranch, CA 91381aul Sabatino Bales

- **Prior Address #1:**

  5717 Ostrom Avenue, Encino, CA 91316

- **Prior Address #2:**

  5025 Maplewood Ave, Unit 9, Los Angeles, CA 90004

Address History:

Homeowner 2:

- **Current Address:**

- **Prior Address #1:**

- **Prior Address #2:**

Address of Home (the "Address"):	**27262 Narrowleaf Willow Lane Valencia, CA 91381**
Name of Community (the "Community"):	**Jasmine**

Daytime Phone:		**Evening Phone:**	**(323) 497-1245**
Email Address:	**paulbales@earthlink.net**		

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)**

This Agreement assures the Homeowner the following LeasePlus benefits:

1. No money down at closing. No maintenance costs.
2. Lease Payment of $101.00/month (plus any applicable taxes) for 20 years - never increases.
3. This Agreement will easily transfer at resale of the Home and is not subject to approval of the buyer's credit.
4. Designed to ensure that actual system performance will be at least 95% of estimated performance during the first year and will decline by no more than 0.5% per year during the term of this Agreement. See Exhibit 1 for details of Performance Guarantee.

This Agreement informs Homeowner of the steps required to receive the LeasePlus benefits:

1. Pay monthly bill from SunStreet.
2. Provide an internet connection.
3. Cooperate with SunStreet and the local utility to achieve interconnection of the PV System.
4. Grant access to the PV System to SunStreet and its designees during the Term of this Agreement.
5. Comply with the requirements for making a claim under the Performance Guarantee.

Federal Consumer Leasing Act Disclosures

Description of Leased Property: Solar photovoltaic system components ("**PV System Components**") described in Exhibit II attached to this Agreement.

Amount Due at Lease Signing or Delivery **$0.00**	**Monthly Payments** Based on the best information reasonably available, your first monthly payment is estimated to be $101.00 due on the 1st day of the calendar month following the Placed in Service Date (estimated to be 60 days from closing date), followed by 239 payments of $101.00 due on the 1st day of each month. The total of your monthly payments is estimated to be $24,240.00. The actual amount of your monthly lease payment will be determined approximately at the time of the installation of the PV System and the Company will notify you if the actual monthly lease payment differs from the estimated monthly payment set forth above; provided however, that the actual monthly lease payment will not be greater than the estimated monthly payment set forth above.	**Other Charges** (not part of your monthly payment) $0.00	**Total of Payments** (The amount you will have to pay by the end of the lease) $24,240.00

Purchase Option at End of Lease Term. You have an option to purchase the PV System Components at the end of the Term of this Agreement for $6,115.00.

Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, and insurance.

Summary of Terms	
Estimated Placed in Service Date:	Sixty (60) days from closing date.
Approximate System Size (in DC kW):	Based on the best information reasonably available, system size is estimated to be 4.18 (which is estimated to deliver approximately 7123 kilowatt hours during the first year of the Term; actual performance will vary based on several factors, including, but not limited to, weather, soiling and shading). The actual size of your PV System will be determined approximately at the time of the installation of the PV System and the Company will notify you if the actual size differs from the estimated size set forth herein.
Transfer of Ownership:	If the Unit is sold or transferred while this Agreement is still in effect, you must either: (i) buy the PV System Components (or have the transferee of the Unit buy the PV System Components) from the Company for the amount calculated pursuant to Exhibit IV; or (ii) require the transferee of the Unit to execute an agreement with the Company assuming all of your obligations under this Agreement.
Official Fees and Taxes:	Based on current tax rates and law, the estimated total amount you will pay for official fees, and taxes over the Term of this Agreement: $0.00.
Maintenance:	We are responsible for maintaining the PV System in good operating condition during the Term of this Agreement, as described in Section 3 and Exhibit I of this Agreement.
Warranties:	The PV System Components are subject to the following express warranties: the PV System Components will be free from defects in workmanship or defects in or a breach of, materials and components for the entire Term of this Agreement. See Section 3 and Exhibit I of this Agreement for a full explanation of applicable warranties and disclaimers.
Early Termination and Default:	You may terminate this Agreement before the end of the Term by purchasing the PV System Components at any time, including when the Unit is transferred. We may terminate this Agreement before the end of the Term if you fail to make any payment when due or you fail to perform your obligations under this Agreement, as described in Paragraph 5.04. See Section 5 of this Agreement for a full explanation of events of default, termination, and remedies. Upon such termination we shall be entitled to the remaining payments plus any lost or recaptured Renewable Energy Incentive less amounts received from any Third Party Sales (if applicable), in addition to such other remedies provided herein and by applicable law. See Section 5.04(b) of this Agreement for a further explanation.
Purchase Option Prior to the End of the Lease Term:	You have the right to purchase the PV System Components at any time. The price will be determined as provided in Exhibit IV of the lease. This amount includes taxes.

Options at the Expiration of the Term	At the expiration of the Term of this Agreement, you have 2 options: (i) you may purchase the PV System Components for $[PURCHASE PRICE TWENTY YEARS FROM TERM]; or (ii) you may request that Company remove the PV System Components and restore the affected portion of the roofing. See Section 5.03 of this Agreement.

This is a legally binding agreement that secures for you the benefits provided by the PV system, so please read everything carefully including all of the Exhibits. If you do not meet your contract obligations under this Agreement, you may lose your rights to the benefits of the PV System. If you have any questions regarding this Agreement, please call the Customer Service Hotline specified above.

This LeasePlus New Home Solar Plan (the "Agreement") is made as of 12/18/2021 between Paul Sabatino Bales, the purchaser of the home specified above and participant in the SunStreet Solar Home Program ("you" or the "Homeowner"), and Sunnova Energy Corporation, DBA: SunStreet Energy Group, a Delaware corporation, together with its successors and assigns ("we," "us," "our" or the "Company"). This Agreement covers the lease by the Company to you of the PV System Components defined below. The PV System (defined below) has been installed on the roof of your Building. This Agreement will refer to this address as the "Unit" or your "Home." This Agreement has disclosures required by the Federal Consumer Leasing Act and, where applicable, state and local law. The Homeowner and the Company are each individually referred to herein as a "Party" and collectively as the "Parties." All capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in Article I of this Agreement.

1. **Definitions**.

Defined Terms. Unless defined 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 (1) hereof.

(b) "Association" means the Condominium Association for the Community.

(c) "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.

(d) "Builder" means Lennar Homes of California, Inc., a California Corporation, or one of its affiliates.

(e) "Building" means the structure containing the condominium units, of which the Unit is the Home.

(f) "Close of Escrow" means the closing date for the purchase of the Home by Homeowner pursuant to the Home Purchase Agreement between Homeowner and Builder.

(g) "Community" shall have the meaning set forth under Homeowner Information on page (1) hereof.

(h) "Company" means SunStreet Energy Group, LLC, a Delaware limited liability company, or any subsidiary thereof.

(i) "Easement" means that certain easement recorded in the real property records for the County in which the Home is located, the form of which is attached to this Agreement as Exhibit III and is incorporated herein by reference.

(j) "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.

(k) "Home" means the physical structure making up the Homeowner's residence at the Address. The Home is one condominium unit of the Building.

(l) "Home Purchase Agreement" means that certain Purchase and Sale Agreement by and between Homeowner and Builder for the purchase and sale of the Home.

(m) "Homeowner" means the purchaser of the home specified above.

(n) "Interest Rate" means the lesser of (i) ten percent (10%) or (ii) maximum rate permitted by law.

(o) "Lease Payment" means the amount due each month from Homeowner to Company for the lease of the PV System Components, as set forth above.

(p) "Local Electric Utility" means the local electric utility that provides retail electric service to Homeowner.

(q) "Ownership Benefits" means the ownership of the installed PV System Components, along with all associated benefits, including, but not limited to, 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 (as applicable), utilities regulatory products (such as capacity or ancillary services) or similar benefits related thereto.

(r) "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 serving the Unit and connection thereof with the Local Electric Utility.

(s) "PV System" means the solar photovoltaic ("PV") system installed on the roof of the Building, as is more fully described in Exhibit II, which shall include the PV System Components and the Solar Fixtures.

(t) "PV System Components" means the PV System solar panels, inverters and, if applicable, racking system described in Exhibit II; provided, however, that PV System Components do not include the Solar Fixtures.

(u) "Renewable Energy Incentives" means (i) all available production or investment tax credits and credits related to climate change 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 current and future financial incentives relating to the installation or ownership of the PV System (including, without limitation, governmental, utility and nongovernmental credits, grants, rebates, and renewable energy credits or certificates, including rebates under the California Energy Commission's New Solar Homes Partnership). For the avoidance of doubt, Renewable Energy Incentives do not include, and the Company is not entitled to: (I) credits or payments from the Local Electric Utility to its customers for the power generated by the PV System pursuant to the Local Electric Utility's net metering program, as set forth in Section 2.05; or (II) incentives offered by the Local Electric Utility only to its customers, unless such incentives may be assigned by the Homeowner to a third party, in which case Homeowner agrees to assign such incentives to Company.

(v) "Roofing Restoration" means restoration of the condition of the part of a Building's roofing material that is affected by removal of a 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 the other part of the Building's roofing material.

(w) "Solar Fixtures" means the materials and parts of the PV System that are not PV System Components, each as identified in Exhibit II.

(x) "Term" means the period during which this Agreement is in effect. The Term shall commence on the later of the Close of Escrow or the Placed in Service Date. However, if the Placed in Service Date has not occurred prior to the Close of Escrow, Company may request that Homeowner cooperate with Company to obtain a "Permission to Operate (PTO)" from the Local Electric Utility (by executing required agreements with the Local Electric Utility and/or providing account information); in certain cases, Company may also require an in-house appointment with Homeowner (once PTO is obtained) in order to energize the PV System. If Homeowner does not cooperate with Company with respect to the PTO or does not schedule the appointment to energize the PV System (if necessary) within ten (10) business days from the delivery by Company to Homeowner of a written request (including via email) for either action, or, in the case of the appointment, such appointment is cancelled or rescheduled and does not take place within twenty (20) business days from the delivery of such request, then the Term shall nonetheless commence no later than twenty (20) business days from the delivery of such request. The Term shall end 20 years after it commences, unless this Agreement is terminated earlier pursuant to Section 2.02 or Section 5.

(y) "Unit" means the Homeowner's Home and all surrounding property to which Homeowner holds title at, or otherwise exercises control over, the Address.

(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.

2. Rights and Obligations During the Term of the Agreement.

2.01 Lease. The Company shall lease to Homeowner, and Homeowner shall lease from the Company, the PV System Components during the Term in consideration of the Homeowner's payment of the Lease Payment set forth on page 1 hereof to the Company.

2.02 Contingency and Automatic Termination. In the event that the Close of Escrow does not occur and the Home Purchase Agreement is terminated for any reason, then this Agreement shall be automatically canceled and terminated and neither Party shall have any obligations or liabilities under this Agreement, except as otherwise set forth in this Agreement.

2.03 Invoicing and Payment. WAIVER OF PAYMENT CLAIMS.

(a) Monthly Invoice. The Company shall invoice Homeowner monthly on such date as the Company may select, for the previous month's Lease Payment, plus all applicable taxes to be

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collected from Homeowner by the Company for transmittal to the appropriate taxing authority. The invoice shall specify the payment due, which shall equal the amounts set forth on page 1 hereof.

(b) Payment of Taxes. Homeowner agrees to pay any changes in the applicable taxes related to this Agreement. Homeowner also agrees to pay any other taxes on the PV System that Homeowner's local jurisdiction may levy; provided, however, that to the extent any tax exemption is available to offset any taxes imposed on and paid by Homeowner as a result of the PV System, Homeowner (and not Company) shall be entitled to claim such exemption.

(c) Method of Payment. Each monthly Lease Payment shall be paid in lawful money of the United States of America and may be made by electronic payment (initiated by Homeowner) or automatic withdrawal (by Homeowner enrolling through Company's website). Each monthly payment shall be due (and Company shall make the automatic withdrawal) on the first (1st) day of each month. In the event Homeowner requests paper billing and/or a payment is made by means other than electronic payment or automatic withdrawal, Homeowner will be charged a processing fee equal to $1.00 per paper bill and/or non-electronic/non-automatic payment, which fee may be increased at the Company's discretion from time to time. All invoices will be sent to the Homeowner by electronic mail or by U.S. mail (if so requested by Homeowner and subject to the $1.00 processing fee). In addition, if Homeowner elects to pay by enrolling through Company's website in automatic withdrawals, Homeowner will receive a discount of $5.00 for each month in which such automatic withdrawal was made. 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.

(d) Waiver of Payment Claims. SUBJECT TO SECTION 5.05, HOMEOWNER AGREES THAT (1) THE OBLIGATION TO PAY ALL INVOICES AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE UNCONDITIONAL UNDER ALL CIRCUMSTANCES (WITH ONLY THE EXCEPTIONS NOTED BELOW IN THIS SECTION) AND SHALL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS DUE AND PAYABLE BY HOMEOWNER HEREUNDER DURING THE TERM OF THIS AGREEMENT SHALL CONTINUE TO BE PAYABLE IN ALL EVENTS, INCLUDING BY HOMEOWNER'S ESTATE, EXCEPT THE PAYMENT OF INVOICES AND OTHER AMOUNTS THAT MAY BE SUBJECT TO (A) SECTION 3.04 DESCRIBING CASUALTY DAMAGE, OR (B) 2.07 DESCRIBING SUSPENDED OPERATION; AND (2) YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REVOKE ACCEPTANCE OF THE PV SYSTEM OR TO GRANT TO ANY THIRD PARTY A SECURITY INTEREST IN THE SYSTEM OR THIS AGREEMENT.

2.04 Use of the PV System. Customer may request an in-home solar orientation appointment at any time prior to, or within thirty (30) days after, the remote activation of the PV System by Company. Homeowner is entitled to the use of any power generated by the PV System during the Term of this Agreement. The PV System is for residential use solely at the Unit. Homeowner agrees to use the PV System and any power generated by the PV System solely for personal, family or household purposes. Homeowner agrees that the electricity generated by the PV System may not be used primarily to heat a swimming pool.

2.05 Payments and Credits from the Local Electric Utility. Local law may entitle the Homeowner to credits or payments from the Local Electric Utility for the power generated by the PV System that is placed onto the transmission and distribution grid of the Local Electric Utility. The Homeowner shall be responsible for executing, returning (within ten (10) business days of delivery thereof) and complying with any agreements or other documents in order to obtain such credits and payments and as necessary for the interconnection and activation of the PV System. The Homeowner shall be entitled to retain all such credits or payments for its own account. **The Homeowner acknowledges and understands that local law may change and the Homeowner may not be entitled to the same (or any) credits or payments from the Local Electric Utility throughout the Term. Regardless of Homeowner's participation in such a program, and regardless of any changes in the net metering laws applicable to Homeowner, Homeowner is responsible for making the Lease Payment to Company each month.**

2.06 Monitoring. The Company or its third party contractor has the right to monitor the PV System to collect data regarding the PV System. The Company may provide and maintain remote monitoring equipment to measure the production of energy by the PV System and may maintain monitoring equipment to measure Homeowner energy consumption data. The Company will make the data available to Homeowner on request or as otherwise required by any applicable law. The Homeowner agrees and acknowledges that: (i) the Company owns all energy production data and energy consumption data collected pursuant to this Agreement, and (ii) the Company shall be permitted to use such data as necessary in the operation of the Company's business, subject to any restrictions on use provided under applicable law.

Homeowner shall maintain electrical connections for Company's remote monitoring equipment, and shall maintain a working internet connection and a router with an available port for such monitoring unless the Home is located in an area with cellular service that the Company determines to be reliably functional for the Company's remote monitoring, provided however, that if Homeowner is unable to provide working internet, then the Home must be located in an area with cellular service that Company determines to be

reliably functional.

In the event that (i) Homeowner is unable or fails to maintain the required working internet or electrical connection(s) at any time during the Term, and (ii) the Company determines that the Home does not have reliably functional cellular service, then during the period of time of such conditions, the Company will be unable to provide remote performance monitoring of the PV System and conduct remote troubleshooting of the PV System, and the Homeowner shall be solely responsible for notifying the Company, in writing, if the PV System is not functioning properly. If the Homeowner does not so notify the Company that the PV System is not functioning properly, then during the period of time of such conditions:

(a) the Company shall have no responsibility for detecting or resolving any problems with the PV System, including pursuant to the Limited Warranty (attached hereto as Exhibit I), and

(b) Homeowner will not be entitled to a refund or credit of any Lease Payments during such period.

The Local Electric Utility may require the installation of an additional meter that will be owned and maintained by the Local Electric Utility, at no cost to the Homeowner.

2.07 Suspended Operation. In the event the operation of the PV System is suspended for a limited period by removal of solar panels to accommodate Association repair or improvement to the Building (including roof replacement), Homeowner will remain obligated to pay the Lease Payment during the suspension period, except during a Lease Payment suspension period of not more than a total of ten (10) business days occurring in the prior 12-month period that includes the current suspension period. In the event of damage by a casualty as described in Section 3.04, Company and Homeowner agree that Homeowner's obligation to pay the Lease Payment will be suspended for the reasonable amount of time required to perform necessary Building repair, and replacement of the solar panels. The amount of the Lease Payment that is suspended per day over any period shall be determined by prorating the Lease Payment over a 30-day month.

3. **Warranties, Maintenance, Insurance and Removal**.

3.01 Warranties; Maintenance; Drone Inspection.

(a) Repair and Maintenance; Drone Inspection. The Company will repair the PV System pursuant to the Limited Warranty, attached hereto as Exhibit I, and reasonably cooperate with the Homeowner when scheduling repairs. To reduce response times for PV System service calls and the impact of inspections on roofs, the Company may (with approximately 24 hours advance notice to Homeowner) operate a drone, from outside the Home, 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 areas outside the Home. The Company will maintain the PV System (which includes PV System Components and Solar Fixtures) in good operating condition; provided, however, that Homeowner will be responsible for any damage caused by Homeowner or Homeowner's guests, invitees, contractors or agents.

(b) Performance Guarantee. The Company agrees to provide the Homeowner with a Performance Guarantee during the Term of the Agreement, as more particularly set forth in Exhibit I, and which is hereby incorporated into this Agreement. THE SIZE OF THE PV SYSTEM COMPLIES WITH THE CURRENT ENERGY EFFICIENCY REQUIREMENTS OF CALIFORNIA LAW THAT APPLY TO THE CONSTRUCTION OF THE HOME AND THE PV SYSTEM.

(c) NO OTHER WARRANTIES. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE INSTALLATION, DESIGN, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, ELECTRICITY GENERATION CAPACITY, SUITABILITY OR PERFORMANCE OF THE PV SYSTEM OR ITS INSTALLATION, ALL OF WHICH WARRANTIES ARE HEREBY DISCLAIMED. THE FOREGOING DISCLAIMER DOES NOT, HOWEVER, LIMIT THE COMPANY'S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT.

3.02 Company Insurance. The Company shall at all times during the Term of this Agreement maintain general liability insurance with respect to the PV System. The Company may or may not maintain property damage insurance for specific types of damage and casualty loss to the PV System.

3.03 Homeowner's Insurance. The Homeowner will retain customary homeowner's insurance (including property damage and liability coverage) covering the Unit. The Company agrees not to be named loss payee (or named insured) on the Homeowner's property damage insurance policy covering the Unit. Any damage that occurs as a result of the installation, malfunction, manufacturing defect, or removal of the PV System is the responsibility of the Company To the extent that Homeowner's existing homeowner's insurance covers the PV System, and Homeowner desires to have the Company restore a PV System that has been damaged by a casualty that is not covered by Company's insurance (as set forth in Section 3.04), the Homeowner shall assign the proceeds of such insurance that relate to the PV System Components to the Company; provided, however, that the Homeowner shall have no obligation hereunder to procure insurance that provides such coverage.

3.04 Casualty Losses. If the PV System is damaged by a casualty covered by property damage insurance

maintained by the Company, 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 property damage insurance maintained by the Company, the Company may at its option (i) repair and restore the PV System to good working condition, or (ii) terminate this Agreement and, at Homeowner's option, (I) convey the PV System Components in their existing condition, as is, to the Homeowner or (II) remove and dispose of the PV System Components and perform related Roofing Restoration. Notwithstanding the foregoing, if the Company accepts assignment of insurance proceeds from Homeowner (as set forth in Section 3.05) for repair or restoration of the PV System, the Company shall repair and restore the PV System to good working condition.

3.05 Solar Access and Easement. The Parties acknowledge the existence of, and agree to abide by, the Easement, the form of which is attached to this Agreement as Exhibit III and which grants the Company or its third party contractors access to the Building for, among other things, installation, interconnection, activation, monitoring, inspection, evaluation, servicing, maintenance and removal of the PV System and any modifications to the PV System necessary to effect Third Party Sales (as defined in Section 5.04(b)(iii)), if applicable. The Easement shall not be affected by any termination of this Agreement and shall only terminate in accordance with its terms. The Easement prohibits the shading of roof-top solar collectors and reserves to the Company a right of entry, after notice, to cure the shading of the PV System. Because of the prohibition against the shading of solar collectors and the design and dimensions of the Unit, any yard area of the Unit may not be large enough to accommodate (a) the planting of medium or large trees in any such yard of the Unit, (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 Unit. Homeowner agrees and acknowledges that the Building may be subject to a 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 any prohibited shading of the PV System as such term is defined thereunder.

Without limiting the Association's obligations and the Company's rights under the Easement and the Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, if any, Homeowner shall 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 or around the Building during the Term to the extent that is within the control of Homeowner. Homeowner shall not install other landscaping, structures or improvements on or around the Building that would, or could reasonably be expected to, block the PV System's access to sunlight.

3.06 No Alteration. Except as may be required in order for the Local Electric Utility to install net metering equipment, Homeowner will not alter, modify, enhance, remove, add or attach anything to the PV System or any individual PV System Components, including any monitoring or metering equipment provided by the Company (collectively "Alterations") without the Company's prior written approval. Notwithstanding the foregoing, any Alteration that is made will become part of the PV System Components and will become the Company's property at the Company's sole discretion. In no event will Homeowner take any action in relation to any of the PV System Components 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, or which would cause the PV System not to operate as intended at the Home. **HOMEOWNER WILL NOT, AND WILL NOT PERMIT ANY OTHER PERSON (OTHER THAN THE ASSOCIATION, AND SUBJECT TO THE EASEMENT), TO TOUCH OR TAMPER IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH ANY PART OF THE PV SYSTEM FOR ANY REASON, AS SUCH MAY BE ENERGIZED AND PRESENTS A RISK OF ELECTRIC SHOCK, WHICH MAY CAUSE SERIOUS INJURY OR DEATH.**

3.07 No Removal of PV System. Except as otherwise permitted by this Agreement, Homeowner agrees that the PV System Components will not be removed and will at all times be kept and used at the Building. If the Company removes the PV System Components at the end of the Term, the Company will also perform related Roofing Restoration.

Notwithstanding the foregoing, in the event that the Building is subject to a casualty that forces removal of the PV System, the Company shall forego billing the Homeowner for the period equal to the reasonable amount of time required to perform necessary repairs and replace the PV System.

3.08 Duty to Notify. If Homeowner notices that the PV System is damaged, is not functioning properly for any reason, appears unsafe, or is stolen, Homeowner will promptly notify the Company by calling the Customer Service Hotline provided on the cover sheet of this Agreement.

3.09 Duty to Cooperate. Homeowner agrees to cooperate with Company and to return or respond within ten (10) business days of receipt of any documents or request from Company relating to the PV System, including, without limitation, documents relating to interconnection and activation of the PV System, and documents relating to any Renewable Energy Incentives.

4. **Ownership of PV System Components and Ownership Benefits**.

4.01 PV System Components. The Company owns the PV System Components and the Ownership Benefits for all purposes and Homeowner has no ownership interest in the PV System Components or the Ownership Benefits. Homeowner acknowledges and agrees that the PV System Components are the personal property of the Company and are not fixtures to the Unit.

4.02 Solar Fixtures. The Association or the Homeowner, depending upon the governing documents of the Community, owns fee title to the Building and the roof of the Building, which includes the Solar Fixtures.

4.03 Ownership Benefits and Renewable Energy Incentives. At the request of the Company, Homeowner shall execute and deliver any application, agreement or other document(s) as may be necessary for the Company to obtain any applicable Renewable Energy Incentives or Ownership Benefits within ten (10) business days of Homeowner's receipt thereof.

Notwithstanding anything to the contrary in this Agreement, the Company shall transfer any environmental attributes (including tax credits, offsets, allowances, certificates and other such rights) allocable to the PV System or energy produced thereby 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 2.05, or as otherwise required by the Local Electric Utility.

If applicable to the Community, 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 Lease Payments; (3) no annual automatic increase in Lease Payment; (4) no cost for solar system monitoring (including mobile device accessibility); (5) no cost for required maintenance of the PV System (including cleaning when necessary, 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 (other than actual document recording costs imposed by local property records office).

Without the prior written consent of the Company, Homeowner shall not enter into any agreement with the Local Electric Utility that would entitle such Local Electric Utility to claim any Renewable Energy Incentives or Ownership Benefits.

4.04 No Liens, No ID Removal. To the fullest extent permitted by law, the Homeowner agrees to keep the PV System Components free of any liens and other encumbrances. Homeowner agrees that the PV System Components may be marked and identified as property of the Company. Homeowner may not change, remove, or alter any of these markings or identifications.

5. **Rights and Obligations: Upon Sale of the Home, After the Term of the Agreement, Upon Termination of the Agreement, and Upon Default**.

5.01 Sale or Lease of the Home. If the Unit is voluntarily (or involuntarily) transferred during the Term, then, if Homeowner is not in breach of this Agreement, Homeowner will have the right to do either of the following: (i) buy the PV System Components (or have the transferee of the Unit buy the PV System Components) for the amount calculated pursuant to Exhibit IV, or (ii) have the transferee assume all of the Homeowner's obligations under this Agreement, including payment obligations. Homeowner agrees to give the Company at least fifteen (15) days, but not more than three (3) months' prior written notice and to cooperate with the Company to cause the transferee to execute a written assignment of this Agreement, if applicable. Otherwise, the Homeowner will remain responsible for Homeowner's obligations under this Agreement after the sale of the Home until either the PV System Components are purchased or the transferee assumes all of the obligations of Homeowner hereunder. In the event of a foreclosure or threat of foreclosure where the Unit is transferred to a lender, then the lender or assignee or subsequent purchaser has the discretion to: (i) become, without payment of any transfer or similar fee, the beneficiary of this Agreement with the Company; (ii) enter into an agreement with the Company, under terms no less favorable than this Agreement; or (iii) terminate this Agreement and require the Company to remove the PV System Components.

(a) Written Assignment. If this Agreement is transferred to the transferee of the Home, pursuant to (ii) above, the Homeowner, the transferee and the Company shall execute a written assignment of this Agreement. Until the transferee has executed the assignment of this Agreement, the Homeowner shall remain responsible for performing under this Agreement. If Homeowner (or the transferee) chooses to buy the PV System Components, it will pay any applicable sales, transfer taxes or personal property taxes in addition to the purchase price calculated pursuant to Exhibit IV (unless specifically included in the price). Homeowner agrees to pay the recording fees associated with recordation of the documents evidencing either the assignment of this Agreement or the purchase of the PV System Components. EXCEPT IN CONNECTION WITH A SALE OF THE UNIT, DURING THE TERM OF THIS AGREEMENT, HOMEOWNER WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER ITS INTEREST IN THIS AGREEMENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.

(b) Lease of a Home. In the event Homeowner leases the Home to a third party, Homeowner will remain responsible for the payments due under this Agreement and for causing the Homeowner's tenants to comply with all applicable provisions of this Agreement. THE HOMEOWNER WILL BE INVOICED (AND RESPONSIBLE TO PAY) FOR THE LEASE PAYMENTS, EVEN IF THE HOME IS VACANT. Homeowner will receive the Company invoices directly and acknowledges that Company shall have no obligation to contact Homeowner's tenant for any reason.

5.02 Purchase Option. The Homeowner has the option to purchase the PV System Components at any time. To exercise this option, the Homeowner must be in good standing under this Agreement and provide the Company with at least fifteen (15) days, but not more than three (3) months' prior written notice. The purchase price for the PV System Components will be the fair market value, calculated pursuant to Exhibit IV. Homeowner agrees to pay the recording fees associated with the documents evidencing the purchase of the PV System Components.

5.03 Termination at the End of Term. At the end of the Term of this Agreement, the Homeowner has the following options:

(a) the Homeowner may request that the Company remove and dispose of the PV System Components, in which case the Company shall remove and dispose of the roof-top PV System Components from the Building, and perform related Roofing Restoration, pursuant to all the removal, disposal and restoration terms stated in Section 9 of the Easement. The Parties' obligations under this Agreement shall terminate on the completion of such removal, disposal and restoration by the Company; or

(b) the Homeowner may purchase the PV System Components from the Company pursuant to Section 5.02, plus all applicable sales, transfer or personal property taxes. The Parties' obligations under this Agreement shall terminate on the completion of such purchase of the PV System Components by the Homeowner.

5.04 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 5.04(a)) set forth in this Agreement (which includes any negative obligations undertaken by Homeowner hereunder) within thirty (30) calendar days after written notice;

(iii) the failure to cooperate with the Company to permit the interconnection and activation of the PV System, pursuant to Section 2.04, if such failure is not remedied within thirty (30) calendar days after written notice;

(iv) Homeowner denies the Company or its third party contractors access to the Building as necessary under the terms of this Agreement or violates the terms of the Easement or the Declaration of Solar Energy Covenants, Conditions and Restrictions for the Community, as applicable, and such denial or violation continues and is not remedied by the date that is thirty (30) calendar days after written notice;

(v) Homeowner attempts to, or does, assign, transfer, encumber, sublet or sell its interest under this Agreement, in any form or manner, except with respect to the sale of the Home, as provided for in Section 5.01, without the Company's prior written consent;

(vi) Homeowner Bankruptcy; or

(vii) Homeowner damages or otherwise acts negligently or with willful misconduct regarding the PV System or any other property or right of the Company (including, without limitation, any monitoring and metering equipment), including breach of Sections 3.06 (No Alteration), 3.07 (No Removal of PV System) and 3.08 (Duty to Notify).

(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) leave the PV System Components in place on the Building, but deny Homeowner access to and use of the power generated therefrom, which may be redirected and sold to third parties, if permitted by law, for the Company's account (including to the Local Electric Utility) in the Company's sole discretion ("Third Party Sales");

(iii) exercise any other remedy provided under applicable law or regulation,including seeking a pre or post judgment lien or similar security interest on or against the Home, but such remedy shall not include punitive or liquidated damages or specific performance; and/or

(iv) collect as actual damages the remaining payments due under this Agreement (including all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing), *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 any Third Party Sales (if applicable). The Company will provide you with calculation(s) of its measure of damages.

(c) Credit Reporting. The Company reserves the right to submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on the Homeowner's credit record

if the Homeowner does not pay any amounts due under this Agreement as required.

5.05 Company's Default.

(a) Company Events of Default. A "Company Event of Default" shall mean: the Company (or Lender (as defined in Section 6.07), 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 by the Homeowner to the Company of such failure to perform; provided, however, that Lender shall have an additional thirty (30) days (for a total of sixty (60) days) to cure such failure.

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

(i) in a subsequent written notice to the Company, terminate this Agreement and request removal and disposal of the PV System Components and related Roofing Restoration, at the Company's expense, provided that such removal, disposal and related Roofing Restoration shall be performed in all instances by Company or its third party contractors within sixty (60) days of the termination of this Agreement; and provided that the Company shall be responsible for repayment of any Renewable Energy Incentives that may be required by the applicable authority that granted such Renewable Energy Incentives; and/or

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

If Company fails to remove and dispose of the PV System and to perform the related Roofing Restoration within the period following the written notice of termination by Homeowner as stated above, Homeowner may contract with a qualified third party contractor for such removal, disposal and related Roofing Restoration, and Company shall reimburse Homeowner for its costs reasonably incurred therefor.

Notwithstanding the foregoing, but only if (i) a Company Event of Default is caused by events beyond the control of the Company (for example, by governmental action, acts of nature, lawful shading by others, etc.), and (ii) after termination of this Agreement the Company removes from the Building and disposes of the roof-top PV System Components, and performs the related Roofing Restoration (or reimburses Homeowner for its costs reasonably incurred therefor), then the Homeowner shall have no right to claim damages as a result of the termination of this Agreement, and the Homeowner shall release and forever hold the Company harmless from and against any damages resulting from the Company Event of Default, except for any damages to the Home resulting from the removal of the PV System Components, whether by the Company or by Homeowner, but excepting therefrom any damages caused by the Homeowner's negligence.

5.06 Amounts due and payable at time of termination. 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.

6. **Miscellaneous**.

6.01 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 AS OTHERWISE MAY BE SET FORTH IN THIS AGREEMENT, THE COMPANY HAS MADE NO OTHER EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE PV SYSTEM, ITS OPERATION OR ITS POTENTIAL OPERATIONAL RESULTS, AND TO THE EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, HOMEOWNER HEREBY WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.02 No Liability for Builder. The Parties acknowledge and agree that,

(a) Neither Builder nor any of its affiliates, successors or assigns is a party to or bound by any of the provisions of this Agreement,

(b) Homeowner has not relied on any oral representation or statements made by Builder's representative or any other agent or employee of Builder, and

(c) Builder has no liability to Homeowner with respect to the PV System or to Company's obligations under this Agreement.

6.03 Assignment by Company. 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.

6.04 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 electricity that the PV System generates and preparing and sending invoices to Homeowner and collecting amounts due under these invoices.

6.05 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 Unit is located, without reference to any conflicts of law principles. The Parties agree that the exclusive jurisdiction and venue for any litigation hereunder shall be the court having jurisdiction in the county in which the Home is located, with the place that any arbitration proceedings are conducted to be not more than approximately 25 miles from the Home or other location mutually agreed to by the Parties. 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.

6.06 Dispute Resolution. The Parties agree to resolve any dispute that arises under this Agreement or their relationship, pursuant to the provisions set forth in Exhibit VII.

6.07 Lender Accommodations. Homeowner acknowledges that the Company may finance the development, installation, acquisition, operation and/or maintenance of the PV System 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 Components (collectively, the "Lender's Security Interest"). In order to facilitate such financing or other accommodations, Homeowner agrees to the additional provisions of this Section that follow:

(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, supplements, amendments, consolidations, replacements, substitutions, additions and extensions thereof, it will acquire the PV System Components subject to Homeowner's rights, and Company's obligations, under this Agreement. In that case, Homeowner will attorn to and recognize the Lender as the new owner of the PV System Components 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 this Agreement is a lease, not a sale, that the ownership of the PV System Components remains in the Company, that the PV System Components 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 Exhibit VI) or similar statement with all applicable governmental agencies to evidence such ownership (which UCC-1 is not a lien or encumbrance against the Property). Company shall accommodate reasonable requests from lenders or title companies to facilitate a financing or refinancing of the Property by subordinating the UCC-1 for a processing fee of $250.00.

(c) Further Assurances. At the request of the Lender (or the Company on Lender's behalf), 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.

6.08 Notices. All notices required to be provided under this Agreement (pursuant to all of Section 5) will be in writing and shall be sent by personal delivery, electronic mail, online customer portal, overnight courier, or U.S. Postal Service, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the Homeowner at the Property address set forth in this Agreement. Notices to the Company may be sent to the following address: Sunnova Energy Corporation, P.O. Box 56229, Houston, TX 77256, Attention: Customer Service; Telephone: 281.985.9900;Email: customerservice@sunnova.com Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified herein.

For all other communications, Homeowner agrees to update the telephone number and other contact information provided to Company if that information changes and consents to the Company (and/or anyone acting on the Company's behalf) using any wireless or wireline telephone number, email address, or other contact information that the Homeowner 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, Homeowner may revoke this consent and the consent provided by this Paragraph is not a condition to the Homeowner receiving the services provided under this Agreement. Homeowner's execution of this Agreement constitutes express written consent to the terms of this Paragraph.

6.09 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 (including, without limitation, failure or interruption of the production, delivery or acceptance of power) 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, the binding order or failure to act or rule changes of any governmental authority, including those affecting Local Electric Utility rates or charges, the unavailability of power from the utility grid, power or voltage surge caused by anyone other than the Company, and acts of God such as storms, irregular weather, fires, hail, 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 5.03 or as otherwise expressly set forth in this Agreement.

6.10 Entire Agreement. This Agreement, including the Exhibits and documents referred to therein, contains the Parties' entire agreement regarding the subject matter hereof. There are no unwritten or other 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 of this Agreement is determined to be unenforceable, or would render this Agreement unenforceable, such provision shall be removed, and the remaining provisions or portions shall be enforced in accordance with their terms.

6.11 Survival. The following Sections shall expressly survive the termination or expiration of this Agreement: Section 3.05 (Solar Access and Easement), Section 3.06 (No Alteration), Section 3.07 (No Removal of PV System), Section 4.01 (PV System), Section 4.02 (Solar Fixtures), Section 4.03 (Ownership Benefits and Renewable Energy Incentives), Section 4.04 (No Liens, No ID Removal), Section 5.04(b) (Remedies for Homeowner Default), Section 5.05(b) (Remedies for Company Default; Release of Homeowner Claims, Section 6.01 (Limitation of Liability), Section 6.02 (No Liability for Builder), Section 6.05 (Governing Law; No Jury Trial), Section 6.06 (Dispute Resolution), Section 6.08 (Notices), Section 6.10 (Entire Agreement); and Section 6.11 (Survival).

6.12 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.

6.13 Recordation of Notice of an Independent Solar Energy Producer Contract. Homeowner agrees to and acknowledges a "Notice of an Independent Solar Energy Producer Contract" in the form of Exhibit V as required by California Public Utilities Code Section 2869 will be executed by the Company and authorizes the Company to record the Notice in the Official Records of the county in which the Unit is located, together with any other document reasonably required by the Company or applicable law to effectuate the foregoing.

6.14 No Waiver. No failure or delay on the part of either Party in exercising any right under this Agreement shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall have effect unless given in a signed, written document. No waiver of any such right shall be deemed a waiver of any other right under this Agreement.

6.15 Privacy Policy Notice. Homeowner acknowledges that Homeowner has received and reviewed Company's Privacy Policy Notice attached hereto as Exhibit VIII ("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.

[Signatures on the following page]

AUTHORIZATION TO OBTAIN CONSUMER CREDIT REPORT

BY MY INITIALS BELOW, I AUTHORIZE SUNNOVA ENERGY CORPORATION, DBA: SUNSTREET ENERGY GROUP, A DELAWARE CORPORATION, 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.

DS PSB
HOMEOWNER'S INITIALS

DS
COMPANY'S INITIALS

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

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.

COMPANY SIGNATURE:
By signing below, the Company agrees to the terms and conditions of this agreement.

SUNNOVA ENERGY CORPORATION,
DBA: SUNSTREET ENERGY GROUP, a Delaware corporation

DocuSigned by:
0D300DFEEE50416...

Name - Elizabeth Gherardi, as attorney-in-fact
Title: AUTHORIZED SIGNATORY

Date 12/19/2021

HOMEOWNER SIGNATURE: HOMEOWNER AGREES TO AND IS AWARE OF ALL THE PROVISIONS ON PAGES 1 THROUGH 15 OF THIS AGREEMENT. HOMEOWNER HAS READ PAGES 1 THROUGH 15 OF THIS AGREEMENT AS WELL AS EXHIBITS I - VIII ATTACHED TO THIS AGREEMENT AND ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS AGREEMENT

DocuSigned by:
Paul Sabatino Bales
3E2401B3FFBB415...

Name - Paul Sabatino Bales
Date 12/18/2021

Name -
Date

Name -
Date

Name -
Date

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Exhibit I

Limited Warranty

(a) Warranties

The Company hereby makes the following warranties:

(i) System Warranty

During the entire Term, under normal use and service conditions, the PV System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "System Warranty");

(ii) **Repair Promise**

During the entire Term, the Company will honor the System Warranty and will ensure the repair or replacement of any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), following your submission of a valid claim to us in accordance with this Limited Warranty (the "Repair Promise"). If your Home, your belongings or the Unit are damaged as a direct result of such repairs, the Company will repair the damage we cause or pay you for the damage we cause. New or reconditioned parts may be used when making repairs or replacements.

(iii) **Warranty Length**

The System Warranty and Repair Promise will be in effect through the entire Term. If you have assumed an existing Agreement, then this Limited Warranty will cover you for the remaining balance of the existing Term.

(b) Performance Guarantee

During the entire Term, the Company provides the following Performance Guarantee:

(i) The Company has performed a generation analysis for the PV System installed on your Home to determine your estimated electricity generation (based on, among other things, your particular PV System's design specifications, including the type of panels used, the type of inverters used, and site irradiation measures derived from historical weather data). Based on that analysis, and subject to the terms and conditions set forth below, the Company guarantees that during the Term the PV System will generate at least 95% of that estimated electricity generation during the first year of the Term, and that performance will not decline by more than 0.5% annually thereafter, as set forth in the table below ("Guaranteed Annual Production"):

YEAR	GUARANTEED ANNUAL PRODUCTION
1	6766.85
2	6733.01575
3	6699.1815
4	6665.34725
5	6631.513
6	6597.67875
7	6563.8445
8	6530.01025
9	6496.176
10	6462.34175
11	6428.5075
12	6394.67325
13	6360.839
14	6327.00475
15	6293.1705
16	6259.33625
17	6225.502
18	6191.66775
19	6157.8335
20	6123.99925

(ii) If at the end of any twelve (12) month period that falls on the anniversary of your first monthly payment, you believe that the actual production generated by the PV System during such 12 month period is less than the Guaranteed Annual Production for such year (as set forth above), you may submit a request to the Company, within 30 days of such anniversary, for a review of the PV System's actual performance. If you are in good standing with the Company (current on your bills) and the Company determines that your Actual Annual Production (defined below) was less than your Guaranteed Annual Production, the Company may provide you with a credit calculated as set forth below.

(iii) Within 30 days of its receipt of your request for review, the Company will review the actual production of the PV System using the monitoring system to measure and record the AC electricity produced by your PV System in kilowatt hours during the prior twelve (12) month period ("Actual Annual Production"). In any year, if the Actual Annual Production is less than the Guaranteed Annual Production for such year, the difference between the Guaranteed Annual Production and the Actual Annual Production for such year shall be referred to as a "Shortfall." If all other conditions set forth herein have been met, you will receive a credit against your next SunStreet invoice equal to a percentage of the total annual Lease Payments you made during such period that is equal to the percentage that such Shortfall bears to the Guaranteed Annual Production for such period. For example, if the total amount of the Lease Payments you made during a 12 month period is $600.00, and if your Guaranteed Annual Production for such 12 month period is 5000 kWh, and your Actual Annual Production for such period is 4800 kWh, then your credit will equal $600.00 x 4% (200 kWh/5000kWh) = $24.00, which would be applied against your next invoice.

(iv) If during such review, the Company determines that the Actual Annual Production is ***greater*** than the Guaranteed Annual Production during such 12 month period, any credit or payment from your Local Electric Utility resulting from such surplus energy is yours at no additional cost.

(v) To the extent the data is not available from the Monitoring System through no fault of the Homeowner, the Company will estimate the Actual Annual Production by reasonable means. Homeowner must not have any outstanding unpaid invoices from the Company at the time Homeowner requests a review by the Company under this Performance Guarantee.

(c) Maintenance and Operation

In order to operate, the Monitoring System requires either an Internet line or for the Home to be located in an area with cellular service that the Company determines to be reliably functional. Therefore, if your home is not located in an area with such cellular service, during the Term, you agree to maintain the communication link between the Monitoring System and the PV System and between the Monitoring System and the Internet. Your failure to have and maintain a working Internet line in such a case will void any and all warranties provided under the Agreement including under the Performance Guarantee, except as noted above in Paragraph (b)(vi), where data is not available from the Monitoring System through no fault of the Homeowner; provided, however, that in the event the Monitoring System is not operating, or

the PV System is otherwise failing to produce, Homeowner is responsible for cooperating with the Company with respect to the Company's efforts to repair the PV System or the Monitoring System, as applicable.

(d) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:
A. emailing us at service@sunstreet.com or
B. logging into your individual web portal at sunstreet.com.

(ii) Transferable Limited Warranty

The Company will accept and honor any valid and properly submitted System Warranty claim made during the Term by any person to whom you properly transfer the Agreement, in accordance with the provisions of this Exhibit I.

(e) Exclusions and Disclaimer

The limited warranties and benefits provided in this Exhibit I, including the Performance Guarantee, do not apply to any lost power production or any repair, replacement or correction required due to the following:

(i) someone other than the Company, or its approved service providers installed, removed, re-installed or repaired the PV System;

(ii) destruction or damage to the PV System or its ability to safely produce power not caused by the Company or its approved service providers while servicing the PV System (we will replace the PV System in the event of casualty loss or damage, per the Agreement, and will forego billing until the PV System is replaced or repaired, provided the damage was not caused by Homeowner or Homeowner's guests, invitees, contractors or agents).

(iii) your failure to timely perform, or breach of, your obligations under the Agreement, including, without limitation, this Exhibit I;

(iv) any Force Majeure Event (as defined in the Agreement);

(v) shading from foliage or any other obstruction of the solar panels;

(vi) any system failure or lost production not caused by a PV System defect (e.g., the PV System is not producing power because it has been removed to make roof repairs or it has been turned off by Homeowner); and/or

(vii) Homeowner fails to cooperate with Company in its reasonable efforts to repair the PV System or otherwise inspect the PV System to determine the cause of any problem.

The limited warranties and benefits provided in this Exhibit I give you specific rights, and you may also have other rights which vary from state to state. The Company does not warrant any specific electrical performance of the PV System, other than as specifically described above.

THE LIMITED WARRANTIES DESCRIBED IN THIS EXHIBIT ARE THE ONLY EXPRESS WARRANTIES MADE BY THE COMPANY WITH RESPECT TO THE PV SYSTEM. EXCEPT WITH RESPECT TO THE PROVISIONS OF THE PERFORMANCE GUARANTEE SET FORTH ABOVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY DISCLAIMS, AND THE HOMEOWNER, ITS SUCCESSORS AND ASSIGNS AND ANY OTHER BENEFICIARY OF THE PV SYSTEM HEREBY WAIVE, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE PV SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(f) Standards

For the purpose of the limited warranties and benefits provided in this Exhibit I, the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

(g) Assignment and Transfer of Warranty

The Company may assign its rights or obligations under this Exhibit I to a third party without your consent, provided that any such assignment of our obligations shall be to a party professionally and financially qualified to perform such obligation, whereupon the assigning Company shall be released from all liability under this Exhibit I. The limited warranties and benefits provided in this Exhibit I protect only the person who is the current lessee of the

PV System at the time of a claim brought hereunder. Your rights and obligations hereunder will be automatically transferred to any assignee of the Agreement, subject to Section 5.01 of the Agreement. This Exhibit I contains the parties' entire agreement regarding the limited warranty of the PV System.

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Exhibit II

A. PV SYSTEM COMPONENTS

- o Photovoltaic roof tiles, modular solar energy panels or laminates ("Solar Array")
- o Racking system rails
- o Inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity
- o 'L' bracket from "standoff" risers
- o Junction boxes if attached to racking
- o Trunk cables and other roof-top electrical wiring
- o All related hardware and a solar energy monitoring system that may require Homeowner to have an internet connection and a router with an available port, or the Home must be located in an area with cellular service that is reasonably acceptable to Company

B. SOLAR FIXTURES

- o Roof top junction boxes if attached to roof
- o All rough electrical conductors below roof line
- o "Standoff" risers
- o Electrical conduits into attic

Exhibit III

Form of Easement

RECORDING REQUESTED BY: Lennar Title **AND WHEN RECORDED RETURN TO**: Lennar Homes of California, Inc., a California Corporation Attn: _____ 15131 Alton Parkway, Suite 365 Irvine, CA 92618	

This is a conveyance of an easement and the consideration is less than $100.00, R&T 11911

(Space above this line for Recorder's use.

GRANT OF EASEMENTS
FOR
SOLAR ENERGY EQUIPMENT

This GRANT OF EASEMENTS FOR SOLAR ENERGY EQUIPMENT ("**Grant**") is made as of 12/18/2021, by Lennar Homes of California, Inc., a California Corporation, a ("**Builder**") for the benefit of Sunnova Energy Corporation, DBA: SunStreet Energy Group, a Delaware corporation ("**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 Builder. The Property consists of the certain common area and improvements to be owned in fee title or by easement and maintained by the homeowners association (the "**Association**") for the residential community ("**Community**") in which the Property is located. The common area is or will be improved with one or more structures each containing Condominium Units ("**Units**") for the use of residents (each structure, a "**Building**"). The Property in which the Building(s) are located represents a single development phase that is a portion of the Community. Builder and each successive owner of the Property (to include the Association) are referred to collectively as "**Grantors**" and individually as "**Grantor**" in this Grant.

Equipment Defined. There has previously been installed, or there will hereafter be installed, on each Building within the Property, a rooftop solar electric generating system designed to deliver electric power to each Building, which system may include, without limitation, photovoltaic roof tiles, modular solar energy panels or laminates (collectively, the "**Solar Array**"), racking system rails, inverters or module-level power electronics (including micro-inverters) that convert DC electricity generated by the Solar Array to AC electricity, 'L' brackets from "standoff" risers, junction boxes if attached to racking, trunk cables and other roof-top electrical wiring, all related hardware, a solar energy monitoring system that may require the Grantor to have an internet connection and a router with an available port, and other equipment and appurtenances relating to solar electric power generation and delivery (collectively, the "**Equipment**"); provided, however, that Equipment shall not include: roof top junction boxes attached to roof, all rough electrical conductors below roof line, "standoff" risers, and electrical conduits into attic, all of which are fixtures to the Building and shall be owned by Grantor. 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. The roof-top Equipment shall be installed on or over roofing material on each Building that has a roofing manufacturer's written limited warranty against manufacturing defects, with a warranty term that exceeds the defined Term of the Solar Agreement (described in Section 8 below).

Grant of Non-Exclusive Easement. For valuable consideration, the receipt and sufficiency of which are acknowledged, Builder now grants to Grantee non-exclusive easements in gross and rights-of-way over each Building within the Property, including all air rights within that volume of space above the Property, for purposes of designing, laying-out, installing, accessing, operating, inspecting, maintaining, repairing, replacing, improving, expanding (provided such expansion is approved by Grantor) and removing the Equipment installed on each Building, 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.

Shading Restrictions. Grantor shall not permit any trees, other landscaping, structures or other objects (each, an "**Obstruction**") to be installed or maintained within the Community that cause any shading of a Solar Array. Further, Grantor shall not permit the planting of any tree or other landscape Obstruction that, at its generally-accepted mature height, will likely cause any shading of a Solar Array. Because of the prohibition against the shading of Solar Arrays and the dimensions of the Buildings, the Property may not be large enough to accommodate (i) the planting of medium or large trees in any yards of the Property, (ii) the construction of upper-floor additions or roof-top structures on the Buildings, and (iii) the growth of some trees to mature height on the Property. Further, all Buildings in the Community may not be subject to a prohibition against shading Solar Arrays, which means that any Solar Array could be compromised by a neighboring Building, rendering such Solar Array ineffective or less effective.

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

Access. An access easement and right-of-way over, above and across the Property, and upon each

Building now or hereafter constructed thereon, for the purpose of exercising any rights granted, or performing any obligations assigned, to Grantee pursuant to this Grant;

Installation and Removal. An easement and right-of-way to use all or such portion of the rooftop of each Building as Grantee may desire for the design, layout, installation, preservation, operation, maintenance, testing, inspection, 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 Building as may be necessary or desirable in connection with the exercise of such easement rights;

Interconnection. An easement to design, layout, install, preserve, operate, maintain, test, inspect, 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(s) on each Building where the electrical energy is to be delivered to the electric grid operated by the local utility under interconnection agreements with such utility, (ii) the electrical system of each Building, or (iii) telecommunication lines, in each case together with the right to access and use such portions of each Building, and to make such penetrations into each Building, as are necessary or desirable in connection with the exercise of such rights or the removal of any Equipment; and

Elimination of Shading. An easement to eliminate the shading of any Solar Array as set forth herein. If Grantor's use or maintenance of the Property results in the shading of a Solar Array, Grantee may give notice to Grantor and if Grantor fails to cure the violation within thirty (30) days after receipt of such notice, Grantee may then give notice to Grantor of Grantee's intention to enter the Property for the purpose of curing such shading ("**Entry Notice**"). Entry Notice must be given not less than seventy-two (72) hours before such entry. Commencing at the expiration of such time, Grantee is granted the right to enter upon the Property during normal business days and hours, for the purpose of taking reasonable steps to cure any violation of the shading restrictions set forth herein, including, without limitation, the trimming of trees, vines, ivy or other vegetation affecting each Building, and as expressly granted to Grantee in any other applicable Solar Agreement. Grantee shall have the right to recover from Grantor Grantee's actual costs to enforce the shading restrictions and to cure such violation.

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 and obligations granted to Grantee under this Grant. Such assignment may be memorialized by an instrument recorded over the Property in the public records of the County in which the Property is located.

Grantor Use. Builder reserves to itself and to each successor Grantor the right to use such portions of the rooftop of each Building, as originally designed by Builder, as are necessary and appropriate for utility and other installations and equipment to serve individual Units; provided, however, that Grantor may not use or occupy the rooftop in any manner that interferes with or obstructs (i) Grantee's use of the rooftop for Grantee's Equipment (for example, shading of Solar Arrays) or (ii) Grantee's exercise of any of its other rights granted under this Grant, or under any applicable Solar Agreement (below).

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 Association and, if applicable, each Unit in any Building affected by such entry, notice of entry by Grantee upon the Property and each affected Unit, if any, not less than twenty-four (24) hours prior to such entry (a) by written instrument delivered to the Association and each affected Unit, or (b) by telephone, facsimile or email communication if actually received by the intended Association and affected-Unit recipients; provided that less than twenty-four (24) hours notice may be given to the Association and, if applicable, to any affected Unit, in urgent circumstances in order to address unsafe conditions or imminent risks to persons or property.

Effect of Solar Agreement. If Grantee has entered into, or hereafter enters into, a power purchase agreement, lease or similar agreement for the Equipment ("**Solar Agreement**") with Grantor or Unit owners, then during such time as such Solar Agreements remain 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 Solar Agreements (whether or not such Solar Agreements are recorded in the public records).

Termination of Easement.

Termination and Release. This Grant will remain in effect for the Property until the last date that (i) all Solar Agreements affecting the Units in the Property are terminated, (ii) the Equipment installed on each Building is permanently removed from the Property as provided below, and (iii) Grantee confirms in writing to Grantor that such removal is permanent, except that this Grant shall automatically terminate without such written confirmation of Grantee if the full 20-year Term of each of said Solar Agreements has ended as described in the definition of "Term" in the Solar Agreements. Upon written request by Grantor, Grantee shall, within sixty (60) days after the termination of this Grant as to the Property, prepare and record against the Property an instrument terminating this Grant as a matter of record. If at the termination of this Grant, Grantee is no longer qualified to do business in California by the California Secretary of State, and has failed to assign to others (as a matter of record) its rights and obligations under this Grant as authorized in Section 5 above, then at the expiration of said sixty (60) day period, this Grant

shall be deemed to be forever released from the Property as a matter of record.

Removal, Disposal and Restoration. At the termination of this Grant, Grantee shall remove and dispose of the roof-top Equipment from the subject Building(s) and restore the affected portion of the roof of the Building(s) to a sound and watertight condition that is architecturally-consistent with the then-existing condition of the Building's roof, at Grantee's cost, following Grantee's receipt of written notice from Grantor (the Association) requesting the performance of such work and advising of the proposed date(s) for said work. Within ten (10) calendar days after its receipt of such written notice, Grantee shall respond to Grantor in writing by either (a) confirming to Grantor the date that Grantee will perform such work of removal, disposal and restoration, or (b) advising Grantor that Grantee elects not to perform such work, that Grantor may engage others to do such work at Grantee's cost, and that Grantee assigns to Grantor all its interest in the roof-top Equipment. Grantee's failure to timely respond to Grantor's written notice shall automatically entitle Grantor to engage others to perform such work of removal, disposal and restoration, at Grantee's cost. If Grantee fails to perform such removal, disposal and restoration, or to reimburse Grantor for its cost, Grantor may exercise any of its rights and remedies under applicable law, regulation, contract or covenant.

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 each Building or any portion thereof, the Equipment shall at all times constitute and remain personal property owned exclusively by Grantee, and shall not be a part of any Building or a fixture of the real estate or a permanent assession to the fee interest in the real estate, and as between Grantor and Grantee (except as otherwise provided in any applicable Solar Agreement with Grantor) Grantee shall be the exclusive owner of: (i) the energy generated by the Equipment; (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); however, notwithstanding the foregoing, incentives provided by the Local Electric Utility solely to its customers are not owned by Grantee unless assigned by Grantor to Grantee); and (iii) related renewable energy incentives (including, but not limited to, production or investment tax credits, renewable energy credits, governmental and non-governmental rebates, and federal, state and local tax benefits and attributes).

Other Interests and Rights in Equipment.

Limitation on Grantor Interests and Rights. So long as Grantee remains the owner of the Equipment, Grantor does not, and shall not, have any ownership or other interest in the Equipment, or any right to grant any lien, mortgage or other security interest that encumbers the Equipment regardless of any manner by which the Equipment or any portion thereof may now or hereafter be attached to a Building. 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 Solar Agreement 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 Property, or otherwise). Grantor shall cooperate with commercially reasonable efforts of Grantee to place all interested parties on notice that the Equipment is the personal property of Grantee and not a fixture of the Building, and of the existence of any security interest therein or lien thereon in favor of any lender or mortgagee of Grantee, in each case as necessary and appropriate to avoid confusion or adverse claims.

Grantee Interests and Rights. Grantee shall have the right to record in the public records of the County, and/or file with the California Secretary of State, a Uniform Commercial Code (UCC) Statement that provides a legal description of the Property or Lot, and discloses to all interested parties that the Equipment is the personal property of Grantee and not a fixture of the Building. 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 Solar Agreement in effect at the time of such removal.

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 (including mechanics' liens), 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.

(d) 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.

(e) Mortgagees in Possession. Notwithstanding anything to the contrary contained herein or in any Solar Agreement, in the event foreclosure of any Unit is threatened or occurs, and both (i) ownership of such Unit is transferred to a lender or mortgagee or any other person or entity exercising the rights of a "mortgagee in possession" of such Unit (a "**MIP**"), and (ii) any Solar Agreement relating to such Unit ("**Prior Solar Agreement**") is terminated, whether by operation of law, in accordance with the Solar Agreement or this Grant or otherwise, then at the written request of the MIP or a subsequent purchaser of the Unit from the MIP, Grantee shall enter into a Solar Agreement relating to such Unit with such MIP or subsequent purchaser of the Unit on terms and conditions no less favorable to the owner of the Unit as those contained in the Prior Solar Agreement, including but not limited to the right to purchase electrical energy and to transfer the new Solar Agreement to any purchaser of the Unit on the same terms and conditions.

(f) Temporary Removals. If Grantor desires to make any repairs or improvements to a Building within the Property that requires the temporary removal of the Equipment, that could interfere

with the performance or operation of the Equipment, or that might cause any damage to the Equipment (including, without limitation, repair of the roof or any structure on the Building on which the Equipment is installed), Grantor will give Grantee at least ten (10) days prior written notice. In response to such notice, Grantee or its third party contractors will provide Grantor with an estimate of the cost of the work to remove and secure the Equipment prior to commencement of the repair or improvement, and to replace the Equipment after the repair or improvements have been completed. If Grantor elects to proceed with repair or improvement to the Building, it shall so notify Grantee. Grantee shall promptly perform the work of removing, securing, storing, and then replacing, the Equipment. Grantor will reimburse Grantee for all reasonable costs of such work and for any damage thereto not caused by Grantee or its agents. Equipment may not be removed from a Building without the prior written consent of Grantee.

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

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 a Unit, made in good faith and for value, that encumbers or conveys any portion of the Unit 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 Unit, including the lien of any mortgage or deed of trust. The Equipment shall not be subject to any lien or mortgage encumbering the Property or Unit so long as Grantee remains the owner of the Equipment.

Binding Effect; Assignment. This Grant is binding upon Grantor and Grantee and their respective successors and assigns, and shall encumber and burden the Units within each Building on the Property, run with the land, survive any transfer of the Units, Buildings and Property, be enforceable against successive owners, mortgagees and other encumbrancers of the Units, Buildings and 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 Units, Buildings and 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.

Obligations and Liabilities. The obligations and liabilities of the Grantors hereunder shall apply only with respect to the period during which each Grantor owns an interest in any Building in the Property. When a Grantor ceases to own an interest in a Building, the obligations and liabilities thereafter accruing (but not any accrued and unperformed obligations and liabilities) shall be the obligations and liabilities of the successor, transferee or assign in ownership or interest of such Grantor. The transferring Grantor, however, shall remain liable for all accrued and unperformed obligations and liabilities.

Notice. Notices to be given under this Grant to Grantor or to Grantee must be in writing and must be delivered by U.S. mail, certified with return receipt requested, to the mailing address of the respective entity that is then on file with the California Secretary of State. Notices properly addressed and with sufficient postage will be deemed delivered five (5) days after mailing.

[SIGNATURES ON FOLLOWING PAGES]

DocuSign Envelope ID: A83E4FB9-7750-4C7D-B605-820B79419AB2

GRANTOR:

[BUILDER],
a _____

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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.

_____ (Seal)
Signature

DocuSign Envelope ID: A83E4FB9-7750-4C7D-B605-820B79419AB2

GRANTEE:

Sunnova Energy Corporation, DBA:
SunStreet Energy Group,
a Delaware corporation

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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.

_____ (Seal)
Signature

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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 (the "***Property***"):

Real property identified as ["Association Property"] as shown and described on that certain condominium plan entitled "Condominium Plan for _____ (Phase ___)," Recorded on _____, 20___, as Document No. 20___-_____ (with any amendments, collectively, the "***Plan***"), of the Official Records of _____ County, California (the "***Official Records***"), consisting of portions of Lot(s) ____ of Tract No. _____ as shown on the Subdivision Map filed in Book ____, at Pages ___ through ___, of Maps, in the Office of the _____ County Recorder, California (the "***Map***").

EXCEPTING THEREFROM, the Units [and Common Area], as described on the Plan.

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Exhibit IV

PV System Purchase Price Calculation

To the extent provided in the Agreement, including, without limitation, Sections 5.01 and 5.02, then Homeowner shall pay to the Company the PV System Purchase Price, calculated as the Fair Market Value of the PV System Components, depreciated on a straight-line basis over the life of the PV System Components as follows:

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

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

Where:

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

The Useful Life of the PV System Components = 30 years

The Original Fair Market Value of the PV System Components that is the subject of this Agreement (based on a $16,678.00 Fair Market Value per watt) is:

4180 DC watts x $3.99/watt = $16,678.00

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

Year of the Term	Purchase Price*	Year of the Term	Purchase Price*
1	$16,678.00	11	$11,119.00
2	$16,122.00	12	$10,563.00
3	$15,566.00	13	$10,007.00
4	$15,010.00	14	$9,451.00
5	$14,454.00	15	$8,895.00
6	$13,898.00	16	$8,339.00
7	$13,342.00	17	$7,783.00
8	$12,786.00	18	$7,227.00
9	$12,231.00	19	$6,671.00
10	$11,675.00	20	$6,115.00

*Includes sales tax

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Exhibit V

Form of Notice of an Independent Solar Energy Producer Contract

Recording Requested By and
When Recorded Mail to:

[Title Company]
[Title Company Address]
Attn: [Title Agent]

(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 ("**Notice**"), dated as of _____, 20___, is executed by Sunnova Energy Corporation, DBA: SunStreet Energy Group, a Delaware corporation ("**Company**").

1. This Notice pertains to real property ("**Served Property**") that is served by or uses electricity that is generated by a solar energy system located on other real property ("**Generating Property**") adjacent to the Served Property. The address of the Served Property is _____ , CA _____, and it is or will be owned by _____ ("**Homeowner**"). The address of the Generating Property is [PROPERTY ADDRESS], CA [ ], and it is or will be owned and/or managed by _____("**Association**"). The Served Property and the Generating Property are described on **Exhibit "A"** attached hereto.

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

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

Name: SunStreet Energy Group
Address: P.O. Box 56229, Houston, TX 77256
Telephone: (281) 985-9900.

4. Company owns and holds title to the solar energy system component parts as more fully described in **Exhibit "B"** attached hereto ("**PV System Components**") installed on the rooftop of the Home on the Served Property. Company and Homeowner have entered into a LeasePlus Agreement dated _____, 20__ ("**Agreement**") that provides, among other things, for the lease of the PV System Components to Homeowner by Company, in consideration for which Homeowner agrees to make monthly lease payments to Company. All capitalized terms not otherwise defined herein shall have the same meanings given such terms in the Agreement. Any credits due 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 twenty (20) years from the later of the Placed in Service Date or the Close of Escrow date (unless terminated earlier pursuant to the terms of the Agreement or extended by mutual agreement of Homeowner and Company).

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

6. 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) leave the PV System Components on the Home but sell the generated electricity to a third party, if permitted by law, (c) exercise any other remedies available at law or equity, and/or (d) recover the remaining payments due under the Agreement, plus the value of any Renewable Energy Incentives lost or recaptured as a result of Homeowner's Event of Default, less any amounts Company recovers or reasonably expects to recover from any Third Party Sales (if applicable).

7. If Homeowner sells the Served Property, Homeowner must either:

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

b. Enter into an agreement with the buyer of the Served Property to assume all of Homeowner's obligations under the Agreement in accordance with the terms of the Agreement. Otherwise, Homeowner will remain responsible for Homeowner's obligations under the Agreement.

8. Notwithstanding anything to the contrary contained herein or in any agreement, in the event that (a) the Served Property is owned by any person or entity exercising the rights of a "mortgagee in possession" of the Served Property ("**MIP**"), and (b) the Agreement is 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 Served Property from the MIP, Company shall enter into the Agreement with such MIP or subsequent purchaser of the Served Property on terms and conditions no less favorable to the owner of the Served Property as those contained in the existing Agreement, including but not limited to, the right to lease the PV System Components and to transfer the Agreement to any purchaser of the Served Property on the same terms and conditions.

9. Under the Agreement, Homeowner has agreed to and acknowledged this Notice and authorized Company to record this Notice in the Official Records of the County in which the Served Property is located.

10. This Notice 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 Notice are inconsistent with the terms of the Agreement, the terms of the Agreement shall prevail.

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

12. 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.

DocuSign Envelope ID: A83E4FB9-7750-4C7D-B605-820B79419AB2

COMPANY:

SUNNOVA ENERGY CORPORATION,
DBA: SUNSTREET ENERGY GROUP,
a Delaware corporation

By:
Name:
Title:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On _____, 20__, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

DocuSign Envelope ID: A83E4FB9-7750-4C7D-B605-820B79419AB2

EXHIBIT "A"

LEGAL DESCRIPTIONS

The Served Property:

Real property described as follows:

The Generating Property:

Real property described as follows:

[LEGAL DESCRIPTION]

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EXHIBIT "B"

PV SYSTEM COMPONENTS

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

Exhibit VI

Form of UCC-1 Financing Statement

[redacted]

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

SunStreet Energy Group, LLC
730 NW 107 Avenue, 4th Floor
Miami, FL 33172

Print Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

2c. MAILING ADDRESS | CITY | STATE: CA | POSTAL CODE: 95348 | COUNTRY: USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: SunStreet Energy Group, LLC

OR

3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

3c. MAILING ADDRESS: 730 NW 107 Avenue, 4th Floor | CITY: Miami | STATE: FL | POSTAL CODE: 33172 | COUNTRY: USA

4. COLLATERAL: This 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 Lease Plus Agreement, dated as of _____, 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. Check one if applicable and check one box. Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

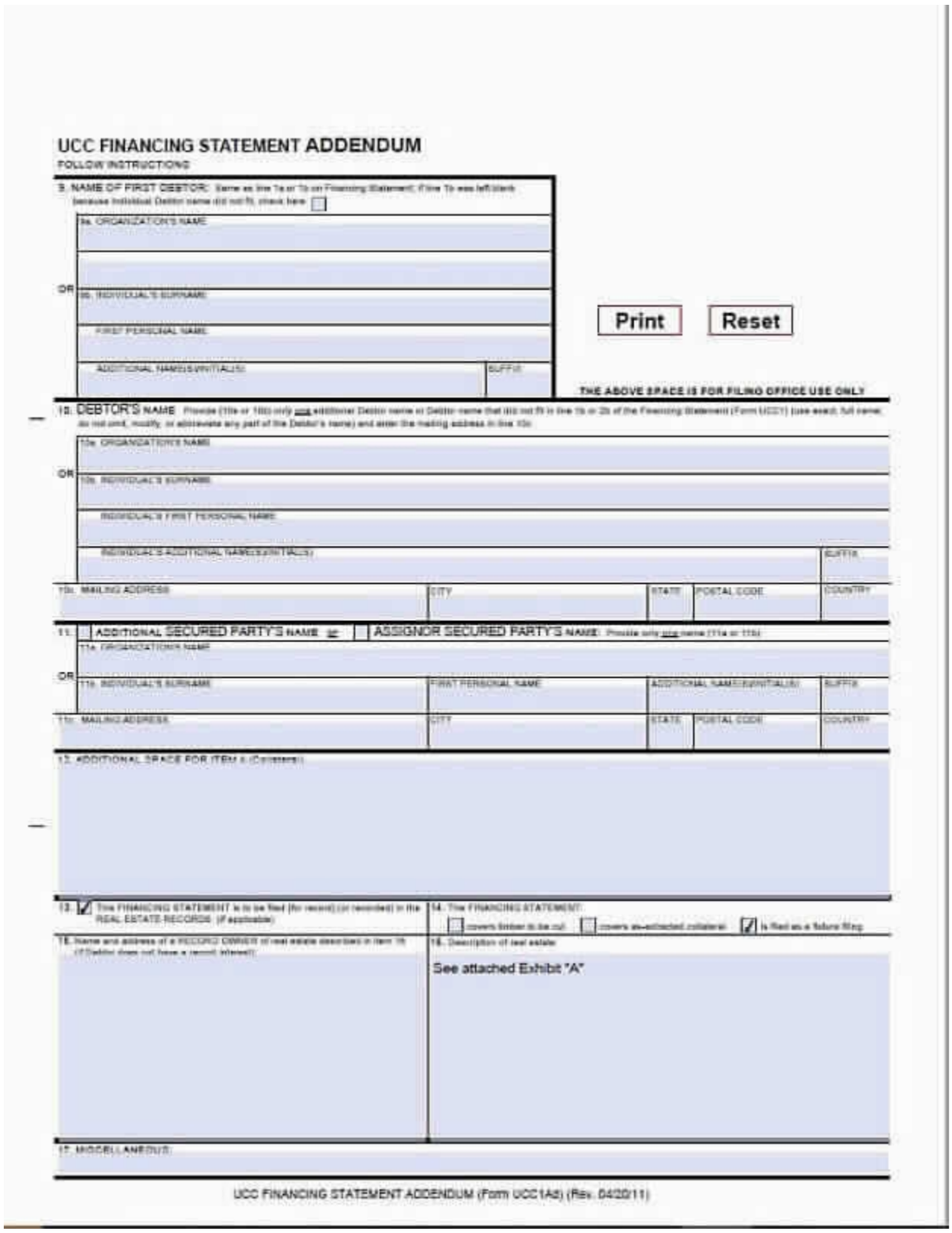
6a. Check one if applicable and check one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check one if applicable and check one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☑ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Cost Center:

UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)



UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank (because Individual Debtor name did not fit), check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

Print | Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☑ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT: ☐ covers timber to be cut ☐ covers as-extracted collateral ☑ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See attached Exhibit "A"

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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Exhibit VII

Dispute Resolution Procedure

For all disputes between the Parties that involve the Builder, the Parties agree to abide by the dispute resolution provisions of the Home Purchase Agreement.

For all other disputes between the Parties arising out of this Agreement, the Parties hereby agree to abide by the following provisions:

(a) BINDING ARBITRATION OF DISPUTES. EXCEPT AS SET FORTH IN SECTION (h) BELOW, 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 OF ANY TYPE INCLUDING NEGLIGENCE, AND CLAIMS ARISING UNDER ANY STATUTE 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 SUCCESSORS AND 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.

THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION.

(b) ARBITRATION PROCEDURE. ANY AND ALL ARBITRATIONS SHALL BE DECIDED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH THE AAA'S ARBITRATION RULES MOST APPLICABLE TO THE SUBJECT MATTER AS ARE IN EFFECT ON THE DATE OF THE REQUEST. 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, 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 EXHIBIT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING PORTIONS OF THIS EXHIBIT. 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 EXHIBIT; 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

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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 INITIATING ARBITRATION. COMPANY SHALL ADVANCE THE FEES NECESSARY TO INITIATE ARBITRATION, WITH THE COSTS AND ARBITRATOR'S FEES, INCLUDING ONGOING COSTS AND ARBITRATOR'S FEES TO BE PAID AS AGREED BY THE PARTIES, OR, IF THE PARTIES CANNOT AGREE UPON THE PAYMENT OF THE ONGOING COSTS AND FEES, THEN AS DETERMINED BY THE ARBITRATOR, WITH OVERALL COSTS AND FEES OF THE ARBITRATION TO BE ULTIMATELY BORNE AS DETERMINED BY THE ARBITRATOR.

(f) 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.

(g) 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.

(h) 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 THIS EXHIBIT, "ORDINARY CLAIMS" ARE NOT SUBJECT TO THIS ARBITRATION PROVISION AND MAY BE RESOLVED THROUGH LITIGATION AT THE INITIATION OF EITHER PARTY. A CLAIM WILL BE CONSIDERED AN "ORDINARY CLAIM" IF ALL THREE OF THE FOLLOWING ARE TRUE: (1) THE ONLY REMEDY BEING SOUGHT FOR THE CLAIM IS MONETARY DAMAGES; (2) THE RECOVERY BEING SOUGHT FOR THE CLAIM IS LESS THAN $25,000, EXCLUDING INTEREST AND COSTS; AND (3) THE ONLY PARTIES TO LITIGATION TO RESOLVE THE CLAIM WILL BE HOMEOWNER, COMPANY AND/OR RELATED PARTIES.

(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 APPLICABLE ARBITRATION RULES OF THE AAA OR OTHER APPLICABLE RULES.

(i) NO WAIVER OF ARBITRATION. NOTWITHSTANDING THE FOREGOING, EACH OF THE COMPANY AND THE HOMEOWNER MAY SEEK 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, AND 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.

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

DS PSB _____ _____

HOMEOWNER'S INITIALS

DS _____

COMPANY'S INITIALS

Exhibit VIII

Privacy Policy Notice

Sunnova Privacy Policy

Effective Date: April 7, 2021

This Privacy Policy is intended to explain the types of information Sunnova Energy Corporation and its affiliates ("Sunnova Group") collects on Sunnova Group websites, interactive services, email programs and mobile device applications (collectively, the "Website" or "Site") and information we collect from you or third parties through any other means to provide our services or perform other business activities (collectively, "Services"). Please read this Privacy Policy (the "Privacy Policy") to understand how we collect, use, share, protect, or otherwise handle your Personal Information (as defined below). This Privacy Policy also explains how you can opt out of some of our uses and disclosures of your information.

Please read this Privacy Policy, which is part of our website Terms and Conditions, before using our Website and/or Services. By accessing or using our Website and/or Services, you agree to our use of your information consistent with the Terms of Use and this Privacy Policy, as it may be amended from time to time, subject to your rights described below.

This Privacy Policy does not apply to Personal Information Sunnova Group collects from or about its job applicants, employees, or contractors. For information about Sunnova Group's privacy practices regarding Personal Information from or about job applicants, employees, or contractors, please read the Sunnova Employee and Contractor Privacy Notice.

If you have questions about our Privacy Policy, please email us at customerservice@sunnova.com

TABLE OF CONTENTS

Information We Collect
How We Collect Information
Third-Party Data Sources
Cookies and Interest-Based Advertising
How We Use and Share the Information We Collect
How we Protect Your Information
Children Under 16
Additional California Consumer Rights
Contact Us

INFORMATION WE COLLECT

We collect information that personally identifies, relates to, describes, or is capable of being associated with you ("Personal Information"), including:

- **Personal identifiers and contact information** such as name, social security number, driver's license number, mailing address, garaging address, email addresses, phone numbers, fax numbers;
- **Sensitive personal identifiers** such as age and gender;
- **Other demographic information** such as, the type of home you own, whether you rent or own your home, any co-owners or co-tenants of your home, , and what languages you speak;
- **Commercial information** such as your utility company, energy you generate and use, your home's appliances, pool and utility settings, product interest and purchase history;
- **Banking/financial information** such as your credit card or other payment information, financial account status and balance;
- **Product information** such as information about solar-related equipment in your home, including make, model, serial number, and location in your home, the energy it generates (including power, voltage, current, frequency and flow rates), its settings, schedules, and alerts, system installation and roof diagrams;
- **Energy usage such as** your past and present energy usage, the amount of energy used in your home (including use generated by appliances and devices), and service obtained from your local utility company.
- **Details about your home** such as dwelling age, size and type, details about appliances and other energy-related equipment used in the home or building, mapping information, photos and satellite imagery, details about the home or building's structure for system design, and data regarding solar irradiance.
- **Internet and network information** such as browsing/search history, IP address, data collected by cookies and similar technologies;
- **Geolocation data** such as geographic location indicators from mobile, web, and product;
- **Audio/visual information** such as call recordings, chat transcripts, testimonials, pictures or videos you upload to or send through the Website or by using our Services;
- **Biometric Information** such as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry used to identify an individual. Our biometric disclosure is found below;
- **Professional/employment information** such as employer information, income;
- **Education information** such as education level; and
- **Inferences** drawn from other Personal Information or data that relate to your preferences, interests, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes, such as credit reports or credit scores.

*Sunnova Biometric Notice

Sunnova Energy Corporation (the "Company") uses biometric information in order to verify your identity. Many laws, including the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq. ("BIPA"), regulate the collection, storage, use, and retention of "biometric identifiers" and "biometric information." "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. I have been advised and understand that the Company, and service providers acting on its behalf, may collect, retain, and use biometric data for the purpose of verifying my identity in accordance with the Company's Privacy Policy. A copy of which is attached hereto and is posted online at: https://www.sunnova.com/legal/privacy-policy.

I acknowledge that I have read the Privacy Policy, and that I voluntarily consent to the Company's collection, storage, and use of biometric data, including to the extent that it utilizes my biometric identifiers or biometric information as defined in BIPA, and voluntarily consent to the Company providing such biometric data to its service providers.

I understand that I can decline to provide biometric identifiers and biometric information to the Company. I may revoke this consent at any time by notifying the Company in writing or through the Company website at https://www.sunnova.com/legal/access-and-delete-data. I am aware that I am free to decline or revoke this consent, and doing so will not preclude other Services by the Company and service providers acting on its behalf. However, I understand that if I decline or revoke this consent, the Company will not be able to verify my identity by using biometric information. I understand that if I decline or revoke this consent, the Company's Privacy Policy still applies to my Personal Information.

The types of Personal Information we collect about you may vary based on how you use the Site and/or Services and your relationship with us.

Usage Data and Site Activity

We automatically collect information in connection with the actions you take on the Site ("Usage Data"). For example, each time you use the Website, we automatically collect the type of web browser you use, the type of device you use, your operating system and version, your IP address, the pages you view, referring and exit pages, the date and time of your visit, and the number of clicks to, from, and within the Site, and the duration of your visits to the Site. If the data we automatically collect is capable of being associated with you, directly or indirectly, we treat it as Personal Information. If this information is not capable of being individually associated with you, we treat it as Usage Data.

HOW WE COLLECT INFORMATION

Voluntary Disclosure

We may ask you to provide us with Personal Information when you communicate with us online or offline, including events, surveys, and marketing or promotional programs. You are not required to provide us your Personal Information; however, if you choose not to provide the requested information, you may not be able to use some or all of the features of the Site or Services or we may not be able to fulfill your requested interaction.

Third-Party Data Sources

We may collect Personal Information from third-party data sources such as marketing agencies, other Sunnova Group customers, fulfillment and account servicing companies (including sales and/or installation dealers), credit bureaus and/or reporting agencies, analytics firms, map and/or satellite imagery providers, public records, and government agencies.

Cookies and Other Automated Tools

We use cookies (a small text file placed on your computer to identify your computer and browser) and other automated tools such as tracking pixels to improve the experience of the Site and Services, such as saving your preferences from visit to visit to present you with a customized version of the Website. Many web browsers are initially set up to accept cookies. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. Instructions for how to manage cookies in popular browsers are available at: Internet Explorer, Firefox, Chrome, Safari (iOS), Safari (Mac), and Opera. However, certain features of our Sites may not work if you delete or disable cookies.

We use the following types of cookies:

- Session Cookies: Session cookies keep track of you or your information as you move from page to page within our Sites and are typically deleted once you close your browser.
- Persistent Cookies: Persistent cookies reside on your system and allow us to customize your experience if you leave and later return to our Sites. For example, persistent cookies may allow us to remember your preferences.
- Advertising Cookies: Advertising cookies are used to learn more about you and advertise products/services that might interest you.
- Analytics Cookies: Analytics cookies help us understand how our Sites is working and who is visiting our Sites. Google Analytics is one tool we use, and you can learn more by reviewing Google's Privacy Policy at https://policies.google.com/privacy?hl=en-US.

We employ software technology that enables us to track certain aspects of a user's visit to our Sites. This technology helps us better manage content on our Sites by informing us what content is effective, how consumers engage with our Sites, and how consumers arrive at and/or depart from our Sites. The software typically uses two methods to track user activity: (1) "tracking pixels" and (2) "clear gifs." Tracking pixels are pieces of executable code that are embedded in a web page that track usage activity including which pages are viewed, when they are viewed, and how long the pages are viewed. Clear gifs are tiny graphics with unique identifiers which are embedded in web pages and email messages that track whether a user views a web page or email message. User activity information may be associated with additional information about a user's session and Personal Information, if provided by the user.

If you arrive at our Sites by "clicking through" from another website, then certain information about you that you provided to that other website, such as the terms you searched that led you to our Sites, may be transmitted to us and we may use it. You should review the privacy policy of any website from which you reached our Sites to determine what information the operator collects and how it uses such information. We may retain information about you provided to us by other websites and will use it in accordance with this Privacy Policy. Such information may be associated with other Usage Data or Personal Information.

Interest-Based Advertising

We may work with third-party advertisers, search providers, and ad networks ("Advertisers") to learn more about you and show you ads or other content that we believe would be relevant to you. Advertisers may collect and use information about your use of our Sites or Services as well as other websites and services. These companies may use cookies and other online tracking technologies to collect and use your information. We and/or Advertisers may also append other data to the data collected by Advertisers to create an interest profile of individual users. Our Privacy Policy does not cover any use of information that an Advertiser may collect from you. Advertisements may be shown via our Sites or on third-party websites. If you do not want to receive interest-based advertising, please visit the Digital Advertising Alliance (DAA) Consumer Choice Page. at https://optout.aboutads.info/?c=2&lang=EN. The DAA website allows you to opt-out of one or more interest-based advertising networks. Opt-outs are device and browser specific; therefore, you will need to set your opt-out preferences for each device and browser. Deleting browser cookies can remove your opt-out preferences; however, the DAA offers browser extensions that help preserve the opt-out preferences you set on the DAA's Consumer Choice Page. Please note that opt-outs only apply to interest-based advertising. You may still receive other types of online advertising.

Information from Advertisements

If you arrive at our Sites via an advertisement (e.g., banner ad), we may collect information regarding the advertisement with which you interacted and your interactions (e.g., item clicked, date and time).

Social Media Widgets

The Sites may include social media features, such as the Facebook, YouTube, Pinterest, LinkedIn, Instagram, and Twitter widgets. These features may collect information about your IP address and the pages you visit on our Site as well as other Personal Information. A cookie may be set to ensure that a feature properly functions. Your interactions with those features are governed by the privacy policies of the companies that provide them.

HOW WE USE AND SHARE THE INFORMATION WE COLLECT

We use Personal Information for business purposes, such as to:

- **Account creation, fulfillment, servicing and customer support:** to process applications, create customer accounts, allow customers to create online accounts and profiles, provide goods or services, keep customers informed about the status of their services, respond to questions and addressing customers concerns, deliver updates, upgrades and product improvement information.
- **Marketing and market research:** to send communications and offers for our or third parties' products and services, including offers based on consumers' interests, personal and business characteristics and location; perform analytics for market and consumer research, trend analysis, financial analysis, and anonymization of personal information.
- **Collection and credit reporting:** to collect on outstanding balances, repossess collateral and update credit reporting agencies.
- **Surveys, promotional events, contests:** to administer surveys, polls, sweepstakes, contests, loyalty programs and other promotional events and contests.
- **Other company communications:** to provide consumers with information that may be of interest such as company newsletters, announcements, reminders and technical service bulletins.
- **Website use and analytics:** to provide you with access to and use of our Website and Services; analyze consumers' use of our websites, including the use of third-party web analytics services, which may utilize automated technologies to collect data (such as email and IP addresses).
- **Eligibility and Pricing:** to determine if consumers are eligible for certain products, services or offers and the pricing related to such offers.
- **Product research:** to conduct research and analysis for maintaining, protecting, and developing services, increase and maintain the safety of our products and services, and prevent misuse.
- **Business operations:** to evaluate, develop, and improve business operations, products and services offered; business administration and other normal business activities.
- **Compliance:** to comply with applicable legal requirements, industry standards, contractual obligations, our policies, and take actions that we deem necessary to preserve and enforce our rights and the rights of others.

- **Information security and fraud prevention:** to operate information security and anti-fraud programs.

Service Providers

We may provide your Personal Information without notice to other businesses ("Service Providers") to provide services to us or to you on our behalf. Categories of service providers we use include:

- **Fulfillment and account servicing vendors**, which help us provide products, services and information to you, service your account or benefits, collect survey responses and support our e-commerce services;
- **Payment processors,** which help us to accept and process the payments for our products and services to you;
- **Consumer/credit report services**, which help us understand consumer's eligibility and qualification for certain financing options;
- **Marketing and communications vendors**, which help us market our products/services to you, conduct promotions, events, surveys and other outreach campaigns;
- **Research and development vendors,** which help us develop and improve our products and services;
- **IT and network administration vendors**, which provide services such as data storage and management, website hosting, and data security;
- **Professional service firms,** which provide accounting, legal and other professional services; and
- **General service providers,** which help us with day-to-day business operations such as office support services, courier services, facilities management, and document destruction.

Each Service Provider is expected to use reasonable security measures appropriate to the nature of the information involved to protect your Personal Information from unauthorized access, use, or disclosure. Service Providers are prohibited from using Personal Information that we provide to them other than as specified by us.

Referrals

Other Sunnova customers may refer you by sharing your Personal Information with us. We may share that information with our Service Providers, including dealers, to contact you. You may opt out of further contact.

Third-Party Sharing and Sale

We may share or sell your Personal Information with other companies who do not provide services to us ("Third Parties"), including retailers, companies that provide other home services, and companies that market related products and services that we believe may interest you.

Retention Schedule

In circumstances where Sunnova Group retains Biometric Information, we will permanently destroy an individual's Biometric Data within six (6) months of when the initial purpose for collecting or obtaining such Biometric Data has been satisfied, such as:

1. You revoke your consent contained in the Biometric Notice;
2. You have not contacted Sunnova Group or used our Services for a 30-month period;
3. Your contract with Sunnova has expired and you are no longer a Sunnova customer;
or
4. Sunnova Group no longer uses the Biometric Information.

If any Sunnova Group's Service Providers require access to Biometric Data in order to fulfill the purpose of collecting such information, we will request that they follow the above destruction schedule.

OTHER IMPORTANT PRIVACY PROVISIONS

Legal Compliance, Business Transfers and Other Disclosures

Notwithstanding anything to the contrary stated herein or on our Website, we may occasionally release information about users of our Website when we deem such release appropriate to comply with law, respond to compulsory process or law enforcement requests, or protect the rights, property or safety of our customers or prospective customers, the public, the Sunnova Group or any third party. Over time, we may reorganize or transfer various assets and lines of business. Notwithstanding anything to the contrary stated herein or on our Website, we reserve the right to disclose or transfer any information we collect in connection with any proposed or actual purchase, sale, lease, merger, foreclosure, liquidation, amalgamation or any other type of acquisition, disposal, transfer, conveyance or financing of all or any portion of the Sunnova Group.

How We Protect Information

The Sunnova Group uses commercially reasonable procedures to protect the Personal Information that we collect from you against loss, theft and misuse, as well as unauthorized access, disclosure, alteration and destruction. We have developed and implemented and continue to maintain and monitor written information security procedures applicable to all records containing Personal Information. Our security procedures are appropriate to the size, scope and type of our business, the resources available to us, the amount of stored data and the need for security and confidentiality of the personal information we store. Our servers are scanned on a regular basis for security holes

and known vulnerabilities in order to make your visit to our Site as safe as commercially practicable. We make use of industry standard tools and practices to protect against Malware exposure.

No security system is impenetrable. We cannot guarantee the security of our databases or the security during transmission to us of the information you supply over the Internet. You can help us by taking precautions to protect your Personal Information when you are on the Internet. Change your passwords often using a long combination of letters, numbers and special characters and make sure to use a secure, modern, updated web browser. For the purposes set out in this Privacy Policy, Personal Information may be transferred to, processed, stored and accessed by us, our affiliates and Third Parties in the United States and in other jurisdictions where we or they operate. Courts and other authorities in these jurisdictions may, in certain circumstances, be entitled to access your Personal Information. By using the Website, you consent to this transfer, processing, storage and access of your Personal Information in and/or outside of the jurisdiction in which you reside.

Children Under 16

The Sunnova Group cares about protecting the privacy of children. We will not specifically market to or knowingly collect Personal Information from children under 16. If a child under 16 submits Personal Information to us and we learn that the Personal Information is the information of a child under 16, we will take reasonable steps to delete the information as soon as possible. If you are under 16, please do not register for any of our services or provide us any information about yourself (such as your name, email address or phone number).

ADDITIONAL CALIFORNIA CONSUMER RIGHTS

If you are a resident of California, you may have additional rights to access and control your Personal Information, including a right to request that we disclose the Personal Information we collect, use, disclose, and/or sell. Exemptions may apply.

Right to Opt-Out from the Sale of Personal Information

As a California resident, you have the right to direct us not to sell your Personal Information to Third Parties. We will process verified requests within 15 days, subject to any applicable exceptions and extensions permitted by law.

Right to Know

You have the right to request twice per 12-month period that we provide you (i) the categories or specific pieces of Personal Information we collected about you; (ii) the categories of sources from which your Personal Information was collected; (iii) the business or commercial purpose for which we collected your Personal Information; (iv) the categories of Third Parties with whom we shared your Personal Information; and (v) the categories of Third Parties to whom we sold your Personal Information. We are not permitted to provide access to specific pieces of Personal Information if the Personal Information is sensitive or creates a high risk of potential harm from disclosure to an unauthorized person such as financial information, social security numbers, and driver's license numbers. To protect your Personal Information, you must provide required information and/or documentation to verify your identity. We will process verified requests within 45 days, subject to any applicable exceptions and extensions permitted by law.

Right to Deletion

You have the right to request that we delete any Personal Information we have collected about you. Please understand that we are not required to honor a deletion request if a legal exemption applies such as if we need the information to complete a requested or reasonably anticipated transaction, prevent security incidents or fraud, enable internal uses that are reasonably aligned with your expectations, or comply with legal obligations. To prevent unauthorized individuals from making deletion requests, you must provide required information and/or documentation to verify your identity.

Submitting a Request

If you are a California resident and would like to exercise your rights under the California Consumer Privacy Act, you may submit a request though our online California Consumer Privacy Act request form at https://www.sunnova.com/legal/access-and-delete-data. You may also submit a request by phone by contacting us at 1-866-786-6682.

Authorized Agent

If you are an authorized agent submitting a request for a California resident, you must provide a copy of a lawful power of attorney or written authorization from the Consumer (along with proof of your identity). If you make a request as an authorized agent, you will receive additional instructions. We may contact you or the consumer on whose behalf you claim to act to verify your authorization.

Non-Discrimination Notice

We will not discriminate against any consumer for exercising their privacy rights under law or this Privacy Policy.

Do Not Track

Do Not Track is a web browser privacy preference that causes the web browser to broadcast a signal to websites requesting that a user's activity not be tracked. Currently, our Website and Services do not respond to "do not track" signals.

Energy Usage Data

Additionally, pursuant to California Civil Code Section 1798.98, if you are a customer of an electrical or gas corporation operating for profit in California or of a local publicly owned electric utility, we cannot share information we obtain about your energy usage without your consent.

CHANGES TO OUR PRIVACY POLICY

The terms and conditions of this version of Privacy Policy came into effect on the effective date listed at the top of the Privacy Policy. The Sunnova Group reserves the right to revise, amend or modify this policy at any time and in any manner. When we change the policy in a material way a notice will be posted on our Website along with the updated privacy policy. Your use of our Website after such changes are implemented constitutes your acknowledgement and acceptance of those changes. Please consult this privacy statement prior to every use for any changes. Unless otherwise noted, all changes will be effective when posted.

EXCLUSIONS

This Privacy Policy does not govern the collection use or sharing of data by Third Parties or websites that may be linked to a Sunnova Group website; nor does it govern any information that may be collected by a Third Party in connection with a product or service altered by a Third Party even if you request information regarding such product or service on a Sunnova Group website.

CONTACTING US

If there are any questions regarding this Privacy Policy you may contact us using the information below:

www.sunnova.com
20 Greenway Plaza, Suite 475
Houston, Texas 77046
United States
customerservice@sunnova.com
1-866-786-6682

FOR RESIDENTS OF CALIFORNIA

ACCESS

Under the California Consumer Privacy Act, California residents have the right to request (up to twice per 12-month period) access to the specific or categories of Personal Information Sunnova has about them. Limited exceptions may apply.

If you are a California resident, you may submit an access request by completing the form below or calling us at 866.SUNNOVA (866.786.6682). To protect your Personal Information, you will need to provide required information and/or documentation to verify your identity. We will process verified requests within 45 days, subject to any applicable exceptions and extensions permitted by law.

If you are an authorized agent submitting a request for another California resident, you must provide a written authorization from the Consumer (along with proof of your identity) or a copy of a lawful power or attorney. You may provide this documentation via email at customerservice@sunnova.com after submitting the request. We may contact you or the Consumer on whose behalf you claim to act to verify your authorization.

Additional information about how we use and disclose Personal Information, can be found in this Privacy Policy. You may find the answer you are looking for faster by reviewing the Privacy Policy than by submitting a request.

DELETION

Under the California Consumer Privacy Act, California residents have the right to request deletion of the Personal Information Sunnova has about them. Several exceptions may apply.

If you are a California resident, you may submit a deletion request by completing the form below or calling us at 866.SUNNOVA (866.786.6682). To prevent unauthorized individuals from making deletion requests, you will need to provide required information and/or documentation to verify your identity. We will process verified requests within 45 days, subject to any applicable exceptions and extensions permitted by law.

If you are an authorized agent submitting a request for another California resident, you must provide a written authorization from the Consumer (along with proof of your identity) or a copy of a lawful power or attorney. You may provide this documentation via email at customerservice@sunnova.com after submitting the request. We may contact you or the Consumer on whose behalf you claim to act to verify your authorization.

Additional information about how we use and disclose Personal Information, can be found in this Privacy Policy. Before submitting your deletion request, we urge you to read and consider the Privacy Policy.

In order to have your Google Analytics data removed, you will need to send your ClientID. To find this ID:

- Go to your browser's settings and look at what cookies are stored. You should find one named _ga, which is the Google Analytics cookie, and within it is a string like GA1.2-2.318596131.1556642125.
- The ClientID are the numbers before and after the final period (in this case, 318596131.1556642125).

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- If you have multiple _ga cookies on your browser, please send all of the ClientIDs.

Do Not Sell My Personal Information

Under the California Consumer Privacy Act (CCPA), California residents have the right to opt out of the sale of their Personal Information.

If you are a California resident, you may submit a do not sell request by requesting the form at custmerservice@sunnova.com or calling us at 866.SUNNOVA (866.786.6682). We will process your request as soon as possible but please allow up to 15 days for this to occur.

If you are an authorized agent submitting a request for another California resident, you must provide a written authorization from the Consumer (along with proof of your identity) or a copy of a lawful power or attorney. You may provide this documentation via email at customerservice@sunnova.com after submitting the request. We may contact you or the Consumer on whose behalf you claim to act to verify your authorization.

Additional information about how we use and disclose Personal Information, can be found in this Privacy Policy. Before submitting your do not sell request, we urge you to read and consider the Privacy Policy.

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SOLAR ENERGY SYSTEM ADDENDUM

SunStreet Solar Home Program for Attached Homes with Separate Systems and Purchase Option from SunStreet

This **SOLAR ENERGY SYSTEM ADDENDUM** (this "**Addendum**") is incorporated into the Purchase Agreement and Deposit Receipt and Escrow Instructions (the "**Purchase Agreement**") dated as of the eighteenth day of December, 2021, between the undersigned Buyer ("**Buyer**" or "**you**") and Seller as defined in the Purchase Agreement, regarding the residential real property described in the Purchase Agreement and located in the City/County of Valencia / Los Angeles California (the "**Property**" which includes the residential unit therein ("**Residence**")).

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

2. **Solar Energy System Description**. Subject to Section 16 below, the building in which the Residence is located ("**Building**") will be equipped with separate roof-mounted solar photo voltaic systems and other equipment (each, a "**PV System**") that convert solar energy to electricity for use in each Residence. Each PV System will consist of the following components ("**PV System Components**"):

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

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

4. **Solar Lease**.

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

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

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

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

4.2.1 Possible Impacts of Solar Lease on Resale of Property.

IN THE EVENT THE RESALE BUYER OF YOUR PROPERTY DOES NOT AGREE TO THE ASSIGNMENT OF THE SOLAR LEASE AND TO THE ASSUMPTION OF THE SOLAR LEASE OBLIGATIONS, THE COST

OF PURCHASING THE PV SYSTEM COMPONENTS AT THAT TIME MAY MAKE THE RESALE OF THE PROPERTY MORE DIFFICULT, AND WILL IMPACT THE TOTAL PURCHASE PRICE AND/OR PROCEEDS OF THE PROPERTY SALE, DEPENDING ON WHETHER YOU OR THE RESALE BUYER IS RESPONSIBLE FOR THE SYSTEM PRICE.

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

4.2.2 Example of System Price on Resale of Property.

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

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

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

Example:

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

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

*Includes Sales Tax

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

4.4 Options at Expiration of the Term of Solar Lease. At the expiration of the term of the Solar Lease, you will have the option to purchase the PV System Components for the fair market value of the PV System Components described in Exhibit IV of the Solar Lease; otherwise, System Owner shall be obligated to remove the PV System Components from the Building and to restore the affected portion of the Building's roof, as described in the Solar Lease and the Solar Equipment Easement (defined below).

4.5 Option to Purchase at Any Time. You have the option to purchase the PV System Components at any

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time during the Term. The System Price will be the PV System Components' fair market value described in Exhibit IV of the Solar Lease.

4.6 System Owner and Buyer Obligations.

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

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

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

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

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

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

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

5. **Purchase of PV System Components**.

5.1 System Price. If you elect to purchase the PV System Components from System Owner by entering into the Solar Purchase Agreement, the PV System Components' purchase price is to be paid to System Owner only in cash funds deposited before the Close of Escrow (unless PV System installation is delayed past Close of Escrow). BE ADVISED THAT SELLER WILL NOT APPROVE ADDING THE PV SYSTEM COMPONENTS' PURCHASE PRICE TO THE TOTAL PURCHASE PRICE OF YOUR PROPERTY FOR FINANCING OR ANY OTHER PURPOSE.

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

5.3 Exclusive Use Rights & Obligations. If you elect to purchase the PV System Components, you will have the exclusive use of a designated portion of the common roof for the installation, operation, maintenance and removal of the PV System, subject to related requirements of the Homeowners Association, including the obligation at your cost to maintain liability insurance that names the Homeowners Association as an additional insured against injury or damage arising from the PV System.

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

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record.

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

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

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

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

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

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

8.1 Governmental Incentives. Federal, State and local governmental jurisdictions may from time to time

offer or make available to the owner of the PV System various tax credits or other financial incentives, excluding any State rebate paid to System Owner or Seller ("**Governmental Incentives**") for installing a PV System that serves a residential dwelling. The types of Governmental Incentives made available, if any, may include a federal income tax credit for a portion of the cost of the PV System and similar tax credits and exemptions. If you elect to purchase the PV System you will be entitled to certain Governmental Incentives; however, if you elect to enter into the Solar Lease, then the System Owner (not you) is entitled to the Governmental Incentives. The rules and requirements applicable to Governmental Incentives and their availability are subject to change at any time, and particular Governmental Incentives may be available for a limited time only. The Solar Lease contains provisions regarding the Governmental Incentives retained by the System Owner.

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

8.3 Processing Applications for Electric Utility Interconnection and Incentives. The solar electric energy generated by the PV System is not stored, and if the energy generated exceeds the energy demand in your Residence, the excess energy is exported to the local utility electric transmission grid, under the terms of an interconnection agreement for the Residence with Southern California Edison ("**Utility Company**"). You agree to sign and return to the System Owner within 10 business days of your receipt thereof, any such interconnection agreement and other documentation to the extent required for participation in the Utility Incentives program of the local electric utility or as may be required under the terms of the Solar Lease, including, without limitation, any Renewable Energy Credit Purchase Contract. The interconnection agreement must be approved by the Utility Company before the PV System may be activated and the Utility Company may take thirty 30 or more days to approve an interconnection agreement after its submission to the Utility Company. Also under the terms of the interconnection agreement, you may be eligible to receive credits for the excess energy exported to the grid. The terms of the interconnection agreement with Utility Company are subject to change. To obtain up-to-date information on the interconnection agreement, contact Utility Company at 800-655-4555, or their website at: SCE.com. The Utility Incentives program may also require you to provide proof to the local electric utility that you carry homeowner's liability insurance in an amount required by the utility. If you elect to enter into the Solar Lease with the System Owner, then you also agree to assign any Utility Incentives to the System Owner, other than (a) any credit or payment from the local utility for Generated Electricity in excess of the electricity you consume or (b) any incentives offered by the local electric utility only to its customers and that may not be assigned. You agree to cooperate in good faith with Seller and the System Owner to implement this Section for participation in the Utility Incentives program and to execute any additional documents or take any additional action that is necessary or required by the Utility Company, Seller, the System Owner or the Solar Lease in a timely manner in order to facilitate such participation.

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

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

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

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

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

11.2 No Seller Representations or Warranties. **All terms of the Solar Lease and the Solar Purchase**

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Agreement 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 or Solar Purchase Agreement. Any maintenance and warranties in connection with a Solar Lease are from the System Owner and Buyer will look solely to the System Owner regarding the PV System, subject to the terms of the Solar Lease. If the Buyer purchases the PV System Components, then any warranties of the PV System Components are from the manufacturer.

11.3 No Seller Liability for Information. Seller has relied upon System Owner with respect to the accuracy of the PV System information set forth herein and has no liability hereunder in the event such information in 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. **Contact Information**. Buyer agrees to update the telephone number and other contact information provided to Seller and System Owner if that information changes and consents to System Owner using any wireless or landline telephone number, email address, or other contact information that the Buyer has provided or provides, using any reasonable means of communication, including texts and voice calls that are made from a device deemed an automatic telephone dialing system or using an artificial or prerecorded voice. However, Buyer may revoke this consent and the consent provided by this Section is not a condition to the Buyer receiving services provided by System Owner. Buyer's execution of this Addendum constitutes express written consent to the terms of this Section.

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

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

[Signatures on following page]

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

DocuSigned by:
Paul Sabatino Bales
3E2401B3FFBB415...

Buyer - Paul Sabatino Bales
Date 12/18/2021

Buyer -
Date

Buyer -
Date

Buyer -
Date

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

DocuSigned by:
Hyatt Dabbs
06767BB1E8A342B...

By
Title: Authorized Representative
Hyatt Dabbs
Date Signed by Seller: 12/19/2021

ATTACHMENT TO SOLAR ENERGY SYSTEM ADDENDUM

SOLAR PAYMENT ELECTION ADDENDUM

SunStreet Solar Home Program for Attached Homes with Separate Systems and Purchase Option

This **SOLAR PAYMENT ELECTION ADDENDUM** ("**Election Addendum**") is executed with and incorporated into the Solar Energy System Addendum ("**Solar Addendum**") to the Purchase and Sale Agreement ("**Agreement**") dated as of the eighteenth day of December, 2021, between Paul Sabatino Bales (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 Valencia / Los Angeles, California.

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

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

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

☐ If this box is checked, Buyer elects under Section 5 of the Solar Addendum to purchase the PV System Components from System Owner in the amount of $16,678.00 to be paid to System Owner in cash by and through the Close of Escrow.

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

3) **Counterparts**. This Election Addendum shall be validly executed when signed in 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 Election Addendum electronically to the other party.

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

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

DocuSigned by:
Paul Sabatino Bales
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Buyer - Paul Sabatino Bales
Date 12/18/2021

Buyer -
Date _____

Buyer -
Date _____

Buyer -
Date _____

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

DocuSigned by:
Hyatt Dabbs
66767BB1F8A342B...

By _____
Title: Authorized Representative
Hyatt Dabbs
Date Signed by Seller: 12/19/2021