

HOMEOWNER

[REDACTED]

ADDRESS

[REDACTED]  
[REDACTED]

DATE ISSUED

[REDACTED]

INSTALLATION

[REDACTED]

LOCATION

[REDACTED]

**\$0.00**

Upfront costs

**\$129.65**

Monthly payment  
(year one)

**25 Years**

Agreement term

## AGREEMENT BENEFITS & INSTALLATION PROCESS

- Titan Solar Power and Sunnova will install a **7.380 kW** solar system on your home. **(Sec. 3)**
- Your system is estimated to produce **12,041** kilowatt hours in the first year of service. **(Sec. 3)**
- Your agreement includes your down payment of **\$0.00**. **(Sec. 4)**
- Your monthly payment will never increase by more than **1.90 %** per year. **(Schedule A)**
- Titan Solar Power will complete the design and engineering drawings for your system, and Sunnova will review the final design to ensure it meets our high-quality standards. **(Sec. 6(b))**
- Your system activation may experience delays as a result of the process for obtaining the necessary building permits and utility approval. **(Sec. 2)**
- You will receive a \$15.00 discount each month when you set up automatic payments from your checking or savings account (pricing above already reflects discount and doesn't include sales taxes). **(Sec. 5(e))**
- Once your system is turned on and operating, you will receive two monthly electricity bills: one from **Tucson Electric Power** and one from Sunnova. **(Sec. 5(m))**
- You may renew this agreement for up to two successive five-year terms at the end of the original **25-year** term. **(Sec. 11)**
- If you sell your house, you may transfer the agreement and warranties to the new homeowner provided that the new homeowner meets Sunnova's credit requirements. **(Sec. 12)**
- If you choose not to renew the agreement at the end of your **25.00-year** term, Sunnova will remove the system at no cost to you. Conditions apply. **(Sec. 17)**
- This agreement requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted **(Sec. 19)**
- Your agreement gives you a 7-day cancellation period without incurring any fees. **(Exhibit 1)**
- Your solar system is covered by the **Limited Warranty** for the term of the agreement. **(Exhibit 2)**
- When the electric grid goes down, your solar power system will not work. **(Exhibit 2)**
- If you are in the APS utility district, the rate you receive for exported energy is in effect for ten-years from Interconnection, after which time the rate may change or be eliminated entirely. Sunnova agrees to reevaluate your contract for reasonable adjustments if necessary. All adjustments must be in writing and agreed to by both parties, and absent such adjustment, the original contract will remain effective. **(Sec. 25)**
- You have chosen our Easy Plan™ equipment lease with balanced billing where you pay a flat, predictable monthly bill.

The pricing provided in this Easy Plan™ equipment lease is valid until **December 19, 2023**.

I have reviewed, understand and agree with the above agreement terms and process.

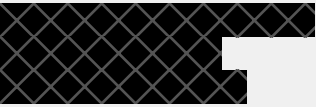
Homeowner's initials

[REDACTED]

Homeowner's initials

Agreement ID:

[REDACTED]

|                                                                                                                                                                                                                       |                            |                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Homeowner Name and Address<br><br><br>Contract ID<br> | Co-Homeowner Name (If Any) | Installation Location<br> | Installer/Contractor<br><br><br>License:<br><br><br>Salesperson:<br><br>HIS #:<br><br>Salesperson Address:<br><br><br><br><br>Sunnova License<br> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## SOLAR PANEL SYSTEM LEASE

### 1. INTRODUCTION

This solar lease (this “Lease”) is the agreement between you and Sunnova Energy Corporation (together with its successors and assigns, “Sunnova” or “we”), covering the lease to you of the solar panel system (the “System”) described below. The System will be installed by the Installer listed above at the address you listed above. This Lease will refer to this address as the “Property” or your “Home.” This Lease is up to sixteen (16) pages long and has up to three (3) Exhibits depending on the state where you live. This Lease has disclosures required by the Federal Consumer Leasing Act and, where applicable, state law. Sunnova provides you with a Performance Guaranty and Limited Warranty (the “Limited Warranty”). The Limited Warranty is attached as **EXHIBIT 2**. Sunnova will also provide you with a System user manual entitled “Solar Service Guide” (the “Guide”), that contains important operation, maintenance and service information.

Following the execution of this Lease, a representative of Sunnova will contact you to verify your information (the “Validation Call”).

**This Lease is a legally binding agreement, so please read everything carefully including all of the exhibits.**

This Lease requires the parties to resolve their disputes by arbitration rather than by lawsuits in court; jury trials and class actions are not permitted.

If you do not meet your contract obligations under this Lease, you may lose your rights to the System.

If you have any questions regarding this Lease, please ask your sales consultant.

### 2. LEASE TERM

Sunnova agrees to lease you the System for 25 years (300 - full calendar months), plus, if the Interconnection Date is not on the first day of a calendar month, the

number of days left in that partial calendar month, including the Interconnection Date, as defined below. We refer to this period of time as the "Lease Term." The Lease Term begins on the Interconnection Date. Sunnova will notify you by email when your System is ready to be turned on.

**Approximate Start Date.** The installation work to be performed by Contractor pursuant to this Lease shall commence within three (3) days from the date that is the later of the date in which (a) all permits have been issued; (b) any homeowner's association approval letter has been received; and (c) all materials have been delivered to the site (the "Commencement Date").

**Approximate Interconnection Date.** All work to install the System shall be completed as soon as possible, but in no event more than twelve (12) months from the Commencement Date, subject to any applicable amendments. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of Contractor. These factors include the process for obtaining utility approval for net metering and interconnection of your System. The project shall be deemed completed upon the date the System is connected to the electrical grid, and begins generating power (the "Interconnection Date").

### 3. SYSTEM DESCRIPTION

|                                             |                                    |
|---------------------------------------------|------------------------------------|
| Solar System (DC)                           | <b>7.380 kW</b>                    |
| Modules                                     | <b>Silfab</b>                      |
| Monitor                                     | <b>SolarEdge Technologies Inc.</b> |
| Inverter                                    | <b>SolarEdge Technologies Inc.</b> |
| 1 <sup>st</sup> Year Production (Estimated) | <b>12,041.42 kWh</b>               |
| Usage Offset Percentage                     | <b>133.70 %</b>                    |

Your panels may be from any Sunnova-approved manufacturer (including, but not limited to, Boviet, Canadian Solar, Q-Cell (Hanwha), Trina, Telesun, Boviet, Seraphim, LG Electronics, SolarWorld, Centro, Eco, Silfab and RECOM). Sunnova may need to substitute equipment depending upon availability and may need to change its list of approved manufacturers from time to time. Should the substitution of manufacturer materially change the production or cost of the System, either party may exercise the options available in Section 6(b) below. Absent such material change, your Installer will inform you through the online portal MySunnova or in writing of your panel manufacturer.

YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE DESCRIPTION OF THE SYSTEM AND EQUIPMENT.

DocuSigned by:  
Homeowner's Signature:   
Co-Homeowner's Signature: 

#### 4. LEASE PAYMENTS; AMOUNTS

**A. Amounts Due at Lease Signing or Delivery:**

**\$0.00**

**B. Monthly Payments:**

Your first Monthly Payment (which includes estimated sales tax, if applicable) of **\$144.65** is due on the first Payment Date. During contract validation, you will choose one of the available payment date options for your Payment Date. After your first Monthly Payment, 299 additional Monthly Payments will be due on the same day of each following month. Please refer to Schedule A for the amounts of these payments. The total of your monthly payments (including estimated sales tax, if applicable) is **\$53,701.80**.

**C. Other Charges (not part of your monthly payment):**

Estimated taxes other than sales taxes collected monthly (if applicable) **\$0.00**

**D. Total of Payments (the amount you will have paid at the end of the Lease):**

**\$53,701.80**

**E. Purchase Option at End of Lease Term:**

You do not have an option to purchase the System at the end of the Lease Term.

**F. Other Important Terms:**

See below for additional information on early maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

**NOTE:** Monthly payment amounts above do not reflect discount for making automatic ACH payments. See Section 5(e) and Schedule A for additional information. Payments due upon installation are due immediately prior to commencement of installation. Monthly payment amounts include estimated taxes based upon current available tax rates as provided by a third-party service and are subject to change based upon local and state taxing rate changes.

YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE TERMS INCLUDING THE PURCHASE PRICE AND MONTHLY PAYMENT SCHEDULE

DocuSigned by:

Homeowner's Signature:



EPFAT69AFD8D4F5...

Co- Homeowner's Signature:

## 5. LEASE OBLIGATIONS

### a. System, Home and Property Maintenance

**You agree to:**

- (i) have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when Sunnova installed it;
- (iii) keep the panels and modules clean, pursuant to the Limited Warranty and the Guide and protect the System from animals and infestation;
- (iv) not modify your Home or landscaping in a way that shades the System;
- (v) be responsible for any conditions at your Home that affect the installation (e.g. blocking access to the roof or removing a tree that is in the way);
- (vi) be responsible for the structural integrity of the Home where the System is installed, including structural or electrical modifications necessary to prepare your Home and roof for the System. You agree that Sunnova is not responsible for any known or unknown property conditions;
- (vii) not remove any markings or identification tags on the System;
- (viii) permit Sunnova, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (ix) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (x) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (xi) notify Sunnova immediately if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your electric provider;
- (xii) have anyone who has an ownership interest in your Home sign this Lease;
- (xiii) permit us access to data regarding your energy consumption from your electric provider or from electronic usage data

storage sites and execute a third-party access agreement for this purpose where required;

- (xiv) return signed any documents we send you for signature (like incentive claim forms) within five (5) business days of receiving them;
- (xv) authorize Sunnova to make inquiries concerning your credit history and standing from time to time; and
- (xvi) authorize Sunnova to (i) call you and (ii) send pre-recorded and text messages to your provided phone number regarding the installation, maintenance, and administration of your System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

DS Homeowner(s)' Initials  


### b. System Construction, Repair, Insurance and Sunnova's obligations

**Sunnova agrees (and as applicable) agrees to cause our contractors to:**

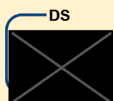
- (i) schedule the installation of the System at a mutually convenient date and time;
- (ii) construct the System according to written plans you review that provide a detailed description of work to be done and equipment to be used;
- (iii) provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;
- (iv) notify you if the System design has to be materially changed so that you can review any such changes;
- (v) clean up after ourselves during the construction of the System;
- (vi) obtain insurance insuring our actions, covering damage to your Property caused by faulty installation, System malfunction or manufacturing defects;
- (vii) not be a loss payee (nor named insured) on the insurance policy covering your Home;

- (viii) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- (ix) create a priority stream of operation and maintenance payments to provide enough cash flow in our financing transactions to pay for the Limited Warranty obligations and the repair and maintenance of the System in accordance with this Lease even if Sunnova ceases to operate;
- (x) not put a lien on your Home or Property; and
- (xi) install, operate and maintain the System in accordance with applicable net metering and interconnection laws.

### c. System Installation Timeline

Your System requires review and approval by your utility. Review and approval of your application may take 5-6 months to complete. Sunnova and its installation partner will work with you to complete this process as quickly as possible.

By initialing below, you acknowledge that it may take several months to complete the review of your application and complete the installation of your system.

 **Homeowner(s)' Initials**

### d. Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System at your cost and pursuant to the Limited Warranty.

### e. Automatic Payment; Fees; Late Charges

In addition to the other amounts you agree to pay in this Lease, you agree to pay the following:

- (i) **Automatic Payment Discount:** You will receive a \$15 monthly discount for using automatic payment through your checking or savings account. You will not receive a \$15 monthly discount if you do not make automatic Monthly Payments through your checking or savings account. The monthly payment schedule in Section 4(B) does not include this discount. Please refer to Schedule A for an example of what your monthly payment obligation would be if you

choose to enroll in our automatic payment program;

- (ii) **Late Payments: accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable rate by applicable law beginning on the sixteenth (16th) day after the date the payment was due and continuing until paid in full; and**
- (iii) **Returned Check Fee:** \$25 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank.

### f. Insurance

Sunnova shall obtain insurance insuring the System against all damage or loss unless (i) that damage or loss is caused by your gross negligence; or (ii) you intentionally damage the System.

### g. Estimated Taxes

You agree to pay any applicable gross receipts, sales or use taxes on the Monthly Payments due under this Lease. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. The total estimated amount you will pay for taxes over the Lease Term is **\$0.00** assuming that tax rate, structure, exemptions (and the interpretations of the same) stay the same as they are on the date of this Lease. In the event the tax rate, structure or exemptions (and/or the interpretations of the same) change during the Lease Term that amount will change.

### h. No Alterations

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action such as modifying your Home or landscaping in a way that affects the System and that could void the Limited Warranty on the System without Sunnova's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Sunnova's property.

### i. Access to the System

- (i) You grant to Sunnova and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, owning, repairing, removing and replacing the System or making any additions to the System or

installing complementary technologies on or about the location of the System; (B) enforcing Sunnova's rights as to this Lease and the System; (C) installing, using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after this Lease expires to provide Sunnova with time to remove the System at the end of the Lease Term. Sunnova shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

- (ii) During the time that Sunnova has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is not a fixture, but Sunnova has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.

**j. Indemnity**

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Sunnova, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify Sunnova for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Lease.

**k. Monthly Payments**

The Monthly Payments section (Section 4(B)) describes your monthly payment obligations under this Lease. YOU AGREE THAT THIS IS A NET LEASE AND THE OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE

SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 6 and 27, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

**l. Option to Prepay All Payments Remaining on the Lease**

At any time during the Lease Term, you may prepay all payments remaining on the Lease, equal to: (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the unpaid balance of the aggregate rent, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit applicable with respect to the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 9 of this Lease (Sunnova shall furnish you with a detailed calculation of such compensation if such a claim is made).

**m. Utility Service**

You agree to continue to subscribe to the utility service that you had at the time of entering into this Lease and you agree to execute all documentation associated with that utility service.

**n. Supplemental Energy**

All electric energy made available by the System is for use at your Home pursuant to this Lease. If, at any time, you need more electricity than is being produced by the System ("Supplemental Energy"), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your utility.

**6. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM**

**a. Sunnova's Obligation to Install and Lease**

Sunnova's obligations to install and lease the System are conditioned on the following items having been completed to its reasonable satisfaction:

- (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
- (ii) approval of this Lease by Sunnova's financing partner(s);
- (iii) confirmation of rebate, tax credit and renewable energy certificate payment availability in the amount used to calculate the Monthly Payment amounts set forth in this Lease;
- (iv) confirmation that Sunnova will obtain all applicable benefits referred to in Section 9;
- (v) receipt of all necessary zoning, land use and building permits; and
- (vi) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g. removal of a tree or roof repairs necessary to enable Sunnova to safely install the System).

Sunnova may terminate this Lease without liability if, in its reasonable judgment, any of the above listed conditions (i) through (vi) will not be satisfied for reasons beyond its reasonable control. Once Sunnova starts installation, however, it may not terminate this Lease for the failure to satisfy conditions (i) through (vi) above.

**b. Amendments, Your Right to Terminate for Material Changes**

Both parties will have the right to terminate this Lease, without penalty or fee, if Sunnova determines after the engineering site audit of your Home that it has misestimated by more than ten percent (10%) any of (i) the System size, (ii) the System's total cost or (iii) the System's annual production. Such termination right will expire at the **earlier** of (A) one (1) week prior to the scheduled System installation date and (B) one (1) month after we inform you in writing of the revised size, cost or production estimate. If

neither party exercises their right to terminate this Lease following such a 10% change, then any changes to the System will be documented in an amendment to this Lease. You authorize Sunnova to make corrections to the utility paperwork to conform to this Lease or any amendments to this Lease we both sign.

**7. WARRANTY**

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT 2**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

**8. TRANSFER**

Sunnova works with banks, large companies and other significant financing partners to finance your System. As a result, Sunnova will assign this Lease to one of its financing partners. Sunnova may assign, sell or transfer the System and this Lease, or any part of this Lease or the exhibits, without your consent. Assignment, sale or transfer generally means that Sunnova would transfer certain of its rights and certain of its obligations under this Lease to another party. This assignment does not change Sunnova's obligation to maintain and repair your System as set forth in the Limited Warranty.

**9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES**

You understand and agree that this is a lease and not a sale agreement. Sunnova owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by Sunnova, and shall at your expense protect and defend Sunnova against the same. **Title to all power generated by the System shall be vested in Homeowner/ lessee.**

NO FEDERAL OR STATE TAX INCENTIVES ARE INCLUDED IN CALCULATING THE MONTHLY PAYMENT. YOU UNDERSTAND AND AGREE THAT WITH THE EXCEPTION OF STATE SPECIFIC REBATES AND/OR TAX CREDITS AVAILABLE ONLY TO THE HOMEOWNER, ANY AND ALL TAX CREDITS, INCENTIVES AND UTILITY REBATES ARE THE PROPERTY OF AND FOR THE BENEFIT OF SUNNOVA, USABLE AT ITS SOLE DISCRETION. SUNNOVA SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL

SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REASONABLY COOPERATE WITH SUNNOVA SO THAT IT MAY CLAIM ANY TAX CREDITS, REBATES OR BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW FILING REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR CREDITS FROM THE FEDERAL, STATE OR LOCAL, GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, REBATES OR BENEFITS TO SUNNOVA.

## 10. PURCHASING THE SYSTEM PRIOR TO THE END OF THE LEASE TERM

You may not purchase the System prior to the end of the Lease Term.

## 11. RENEWAL

You have the option to renew your Lease for up to ten (10) years in two (2) five (5) year renewal periods. We will send you renewal forms three (3) months prior to the expiration of the Lease Term, which forms shall set forth the new Monthly Payments due under the renewed Lease, based on our assessment of the then current fair market value of the System. If you want to renew and you are in compliance with this Lease, complete the renewal forms and return them to us at least one (1) month prior to the expiration of the Lease Term. In the event that you respond that you do not agree to the new Monthly Payments, the Lease shall expire by its terms on the termination date. **If we don't hear back from you after we send you the renewal forms, then this Lease shall expire by its terms on the expiration of the Lease Term.**

## 12. SELLING YOUR HOME

a. If you sell your Home you can:

### (i) **Transfer this Lease and the Monthly Payments.**

If the person buying your Home meets Sunnova's underwriting requirements, then where permitted by the local utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Lease.

### (ii) **Move the System to Your New Home.**

If you are moving to a new home in the same utility district, then where permitted by the local utility, the System can be moved to your new home pursuant to the Limited Warranty. You will need to pay all costs associated with relocating and redesigning the System, execute and provide the same access and ownership rights as provided for in this Lease

and provide any third party consents or releases required by Sunnova in connection with the substitute premises. You agree that Sunnova will need to reevaluate the production of your System at the substitute premises and may need to revise the estimates in your Lease and Limited Warranty.

### (iii) **Prepay this Lease and Transfer only the Use of the System.**

At any time during the Lease Term, if the person buying your home does not meet Sunnova's underwriting requirements, but still wants the System, then you can (A) prepay the payments remaining on the Lease (See Section 5(k)), (B) add the cost of the Lease to the price of your home; and (C) have the person buying your Home sign a transfer agreement to assume your rights and non-Monthly Payment obligations under this Lease. The System stays at your Home, the person buying your Home does not make any Monthly Payments and has only to comply with the non-Monthly Payment portions of this Lease.

- b. You agree to give Sunnova at least fifteen (15) days but not more than three (3) months' prior written notice if you want someone to assume your Lease obligations. In connection with this assumption, you, your approved buyer and Sunnova shall execute a written transfer of this Lease. Unless we have released you from your obligations in writing, you are still responsible for performing under this Lease. If your buyer defaults on this Lease and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this Lease in writing once we have a signed transfer agreement with the person buying your Home (provided such person has been approved as a transferee by Sunnova in writing).
- c. If you sell your Home and can't comply with any of the options in subsection (a) above, you will be in default under this Lease. Death does not negate the obligations in this Lease and does not give rise to a right of termination. In the event of death, this Lease and the obligations herein will transfer to the decedent's estate.
- d. **Free Assumability.** This Lease is free of any restrictions that would prevent the homeowner from freely transferring their Property. In the event of a foreclosure on the Property, your lender has

the right (but not obligation) to do **ONE** of the following:

- (i) terminate the Lease and require Sunnova to remove the System subject to your obligations under Sections 15 and 16;
- (ii) become a beneficiary (but not the obligor) of your Lease free of charge (i.e., receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you — if you don't make timely payment you will be in default under Section 15 and Sunnova can terminate, remove the System and take all other remedies it has under Section 16);
- (iii) enter into a new Lease with Sunnova on terms no less favorable than the current Lease; or
- (iv) require transfer of the Lease under Section 12 to a subsequent purchaser of the Property.

Sunnova will not prohibit the sale, conveyance or refinancing of the Property. Sunnova may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves its rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. Sunnova shall explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. Sunnova shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property. If Sunnova temporarily removes its Fixture Filing in order to facilitate the purchase, financing or refinancing of the Property, Sunnova may charge you a UCC Notice Removal and Refiling fee, in the amount charged to Sunnova by the local jurisdiction, and a processing fee for its expenses.

- e. EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT SUBLEASE, ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 12 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

DS Homeowner(s)' Initials



### 13. LOSS OR DAMAGE

- a. Unless you are grossly negligent or you intentionally damage the System, Sunnova will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Lease, no loss, damage, theft or destruction will excuse you from your obligations under this Lease, including Monthly Payments.
- b. If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Lease, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Lease and, cooperate with Sunnova, at Sunnova's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.
- c. In the event of System destruction or grid failure due to a Force Majeure Event, your payment obligations under this Lease will be suspended for as long as the System is down or the grid failure continues due to the Force Majeure Event, and the term of this Lease will be extended for an equivalent period of time; provided however, that (i) you provide notice to Sunnova of the Force Majeure Event and your intention to rely upon the Force Majeure Event as a basis for suspending payments, and (ii) the payment obligations may be suspended and the term extended only for the amount of time that Sunnova may determine, in its sole discretion, that a Force Majeure Event exists and provides written confirmation of the same.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that

such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products; power or voltage surge caused by someone other than Sunnova including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Sunnova or under its control.

#### 14. LIMITATION OF LIABILITY

##### a. No Consequential Damages

**SUNNOVA'S LIABILITY TO YOU UNDER THIS LEASE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.**

##### b. Actual Damages

**Except for claims under Section 6(j), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 16(i). Damages to your Home, belongings or property resulting from the installation or operation of the System are covered in the Limited Warranty.**

#### 15. DEFAULT

You will be in default under this Lease if any one of the following occurs:

- a. you fail to make any payment when it is due and such failure continues for a period of ten (10) days;
- b. you fail to perform any material obligation that you have undertaken in this Lease (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- c. you or your guarantor have provided any false or misleading financial or other information to obtain this Lease;
- d. you assign, transfer, encumber, sublet or sell this Lease or any part of the System without Sunnova's prior written consent; or
- e. you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated

bankrupt or insolvent or undertakes or experiences any substantially similar activity.

#### 16. REMEDIES IN CASE OF DEFAULT

If this Lease is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

- a. terminate this Lease and your rights to possess and use the System;
- b. suspend our performance under this Lease;
- c. take any reasonable action to correct your default or to prevent our loss. Any amount we pay will be added to the amount you owe us and will be immediately due;
- d. require you, at your expense, to return the System or make it available to us in a reasonable manner;
- e. proceed, by appropriate court action, to enforce performance of this Lease and to recover damages for your breach;
- f. turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;
- g. report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- h. charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
- i. recover from you (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the unpaid balance of the aggregate rent, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit applicable with respect to the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 9 of this Lease (Sunnova shall furnish you with a detailed calculation of such compensation if such a claim is made);
- j. in the case of your failure to protect the System from animals, infestation or overgrown tree growth

and foliage, unilaterally adjust the contract terms upon notice to you for reduced production as appropriate; or

- k. use any other remedy available to us in this Lease or by law or equity.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, Sunnova does not give up its right to use another remedy. By deciding not to use any remedy should this Lease be in default, Sunnova does not give up our right to use that remedy in case of a subsequent default.

We may submit to consumer reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this Lease as required.

## 17. RETURNING THE SYSTEM AT THE END OR UPON TERMINATION OF THIS LEASE

If you don't renew this Lease, then there are three (3) possibilities with respect to returning or keeping the System at the end or termination of this Lease:

- a. If at the end or termination of this Lease you have not defaulted, and you have not exercised your purchase option (if any), then within ninety (90) days:
  - (i) Sunnova may at its choosing, remove the System from your Home at no cost to you; or
  - (ii) if Sunnova does not tell you that it wants to remove the System and you want to have the System removed from your Home at no cost to you, you must tell us to remove it and we will do so pursuant to the Limited Warranty.
- b. If at the end or termination of this Lease you are in default, and Sunnova chooses to remove the System from your Home then you agree to pay Sunnova the reasonable expense of removing the System from your Home.
- c. If at the end or termination of this Lease Sunnova chooses not to remove the System and you do not request removal within 90 days pursuant to the Limited Warranty, then you will be considered to be the new owner of the System and it will automatically be conveyed to you as is. In that event, you should consult a tax advisor to determine whether the transfer of the System has any tax consequences for you.

## 18. ADDITIONAL AGREEMENTS

- a. **Notice of Changes.** You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the System or impact our security interest in the System.
- b. **Waiver of Confidentiality of Residence Address.** By signing this Lease, and so long as we have a contract with you, you waive the confidentiality of your residence address under the provisions of any applicable law and authorize us to obtain from the applicable state agency your current residence address.
- c. **Privacy Policy.** You have read, understand and agree with the terms of Sunnova's Privacy Policy as set forth on our website: <https://www.sunnova.com/privacy-policy>. You also understand that Sunnova's Privacy Policy may be changed from time to time.
- d. **Monitoring and Recording Telephone Calls.** We and others acting on our behalf may (a) monitor and record telephone calls between you and us regarding this Lease and (b) use automatic dialing equipment to make calls to you. You expressly consent to our, and others acting on our behalf, using prerecorded/artificial voice messages, or text messages, while servicing and enforcing our rights under this Lease, including the collection of outstanding payments. In making calls to you, you agree that we, and others acting on our behalf, may use any telephone number you provide us, or that is lawfully given to us by someone other than you even if the number is for a mobile telephone, and even if our doing so results in charges to you under your telephone payment plan. We will not charge you for such calls.

 Homeowner(s)' Initials

## 19. APPLICABLE LAW; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

In this Section, the words “you” and “your” mean any person signing this Lease as a Homeowner or Co-Homeowner of the Home. Unless the context requires otherwise, the words “we,” “us” and “our” mean Sunnova and any assignee of this Lease.

The laws of the state where your Home is located shall govern the substance of your claims under this Lease without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement between you and us (a “Dispute”) shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this Lease include but are not limited to: claims arising out of or relating to this Lease; claims arising out of or relating to our relationship; claims that arose before this or any prior Lease (including, but not limited to, claims relating to advertising); consumer protection claims; and claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “Rules”) by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at [www.adr.org](http://www.adr.org). The arbitration shall be held in the location that is most convenient to your Home. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the “Rules”) by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. If JAMS is not available either, then the parties shall select another recognized arbitration administrator which can offer a location for arbitration that is close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own respective attorney’s fees, witness fees, and costs unless the arbitrator decides otherwise.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Lease. The arbitrator, however, is not authorized to change or alter the terms of this Lease or to make any award that would extend to any transaction other than yours. All statutes of

limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and us. If any part of this paragraph of this Section is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute.

**EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US, AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.**

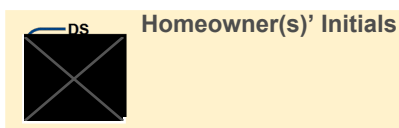
**BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION, YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE RULES AS DEFINED HEREIN. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED**

AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION).

**YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS LEASE AND THAT YOU GIVE SPECIFIC AUTHORIZATION TO SUBMIT TO ARBITRATION AND AGREE TO THE PROVISIONS IN THIS SECTION:**

ns Homeowner(s)' Initials



## 20. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Lease, including but not limited to any remedies listed in this Lease, or to require performance by the other party of any of the provisions of this Lease, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Lease.

## 21. NOTICES

All notices under this Lease shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, online customer portal, overnight courier, or certified, or registered mail, return receipt requested, 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 person identified in this Lease at the addresses set forth in this Lease or such other address as either party may specify in writing. Each party shall deem a document faxed or sent via PDF as an original document.

## 22. ENTIRE AGREEMENT; CHANGES

This Lease contains the parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

## 23. NET METERING/NET BILLING

Customers in the Salt River Agricultural Improvement and Power District ("SRP") will need to consult SRP's approved price plans to determine the rate by which SRP will compensate homeowners for sending excess energy back to the grid. For information visit: <https://srpnet.com/menu/electricres/solarpriceplans.aspx> and <https://www.srpnet.com/prices/pdf/ratebook.pdf>. Sunnova makes no representations with respect to the availability of net metering or net billing for your utility account.

For Arizona customers not in the SRP district, the export rate by which utilities may compensate homeowners for sending excess energy back to the grid will be set for your System at the time of interconnection for a period of ten years. Sunnova agrees to reevaluate your Lease, at the expiration of the ten-year period, under the then-prevailing export rate structure to determine if a reasonable adjustment should be made for the remainder of the Lease Term. All adjustments must be agreed to in writing by both parties and absent such agreement the original Lease will remain effective.

## 24. HEADINGS AND INTERPRETATION

The headings in this Lease are for convenience or reference only. They do not limit or modify the term or provision. In some sections where examples are given, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Lease.

Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate

Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to “business day(s)” mean only those calendar days that are not Saturday, Sunday or a holiday, and in counting a period of “business days” all Saturdays, Sundays and holidays should be excluded.

execute and deliver any and all other agreements, documents or instruments, and to take such other actions, as Sunnova may determine to be reasonably necessary or desirable to effect the intent and provisions of this Lease.

REST OF THE PAGE INTENTIONALLY LEFT BLANK

## 25. PUBLICITY

Sunnova will not publicly use or display any images of the System unless you initial the space below. If you initial the space below, you give Sunnova permission to take pictures of the System as installed on your Home to show to other customers or display on our website.

**Homeowner(s)' Initials**

DS

## 26. COMMUNICATIONS EQUIPMENT

During installation or at any time thereafter during the Lease Term, we may install, replace or update communication equipment (for example, an antenna) (the “Communication Equipment”) at the Home. The Communication Equipment will be used in connection with the System and to enhance connectivity and communication. If you initial the space below, you give Sunnova consent for the installation of the Communication Equipment if, when, and as needed.

**Homeowner(s)' Initials**

DS

## 27. COUNTERPARTS

This Lease may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Lease and signature pages may be signed electronically and transmitted between them by facsimile or by electronic mail and that electronic, faxed and PDF signatures shall constitute original signatures and that an electronic, faxed or PDF signature page containing the signature (electronic, faxed, PDF or original) is binding upon the parties.

## 28. FURTHER ASSURANCES

You will cooperate fully with us to effect the intent and provisions of this Lease and, from time to time, to

## 29. ADDITIONAL RIGHTS TO CANCEL

IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THIS LEASE UNDER SECTION 6 AND BELOW, YOU MAY ALSO CANCEL THIS LEASE AT NO COST AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER YOU SIGN THIS LEASE.

## 30. DISCLOSURE IN COMPLIANCE WITH A.R.S. §32-1158

The property owner has the right to file a written complaint with the registrar for an alleged violation of section 32-1154, subsection A. Complaints must be made within the time set forth in section 32-1155, subsection A. The registrar may be located using the website <https://roc.az.gov/file-complaint> and the below contact information:

|                                                                                                                        |                                                                                                                 |                                                        |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| 1700 W. Washington St.<br>Suite 105<br>Phoenix, Arizona 85007-2812<br>Telephone: (602) 542-1525<br>Fax: (602) 542-1599 | 400 W. Congress St., Ste. 212<br>Tucson, Arizona 85701-1353<br>Telephone: (520) 628-6345<br>Fax: (520) 628-6588 | 2501 N 4th Street #22<br>Flagstaff, Arizona 86004-3701 |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|

## 31. NOTICE TO BUYER

1. DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK.
2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT.
3. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF THE UNEARNED FINANCE AND INSURANCE CHARGES.
4. YOU MAY CANCEL THIS AGREEMENT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.
5. IT SHALL NOT BE LEGAL FOR THE SELLER TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.

I have read this Lease and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Lease.

DO NOT SIGN THIS LEASE IF THERE ARE ANY BLANK SPACES.

**NOTICE OF RIGHT TO CANCEL:** YOU MAY CANCEL THIS LEASE AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS LEASE. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT.

Homeowner's Name: MARJORIE SUE MEDINA

Signature:



Date:



Co-Homeowner's Name (if any):

Signature:

Date:

Sunnova Energy Corporation



Michael Grasso; Authorized Signatory

**SCHEDULE A:**  
**MONTHLY PAYMENTS**

Monthly payment schedule without auto-ACH discount:

| Year | Monthly Payment |
|------|-----------------|
| 1    | \$144.65        |
| 2    | \$147.11        |
| 3    | \$149.63        |
| 4    | \$152.18        |
| 5    | \$154.79        |
| 6    | \$157.45        |
| 7    | \$160.15        |
| 8    | \$162.91        |
| 9    | \$165.72        |
| 10   | \$168.58        |
| 11   | \$171.50        |
| 12   | \$174.48        |
| 13   | \$177.51        |
| 14   | \$180.59        |
| 15   | \$183.74        |
| 16   | \$186.95        |
| 17   | \$190.21        |
| 18   | \$193.54        |
| 19   | \$196.93        |
| 20   | \$200.39        |
| 21   | \$203.91        |
| 22   | \$207.50        |
| 23   | \$211.16        |
| 24   | \$214.89        |
| 25   | \$218.68        |


**Monthly payment schedule with auto-ACH discount:**

| Year | Monthly Payment |
|------|-----------------|
| 1    | \$129.65        |
| 2    | \$132.11        |
| 3    | \$134.63        |
| 4    | \$137.18        |
| 5    | \$139.79        |
| 6    | \$142.45        |
| 7    | \$145.15        |
| 8    | \$147.91        |
| 9    | \$150.72        |
| 10   | \$153.58        |
| 11   | \$156.50        |
| 12   | \$159.48        |
| 13   | \$162.51        |
| 14   | \$165.59        |
| 15   | \$168.74        |
| 16   | \$171.95        |
| 17   | \$175.21        |
| 18   | \$178.54        |
| 19   | \$181.93        |
| 20   | \$185.39        |
| 21   | \$188.91        |
| 22   | \$192.50        |
| 23   | \$196.16        |
| 24   | \$199.89        |
| 25   | \$203.68        |





**EXHIBIT 1**

**NOTICE OF CANCELLATION**

Date of Transaction: [REDACTED]

You may cancel this transaction, without any penalty or obligation, within seven (7) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller (Sunnova Energy Corporation) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Sunnova Energy Corporation) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Sunnova Energy Corporation) regarding the return shipment of the goods at the seller's (Sunnova Energy Corporation's) expense and risk. If you do make the goods available to the seller (Sunnova Energy Corporation) and the seller (Sunnova Energy Corporation) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Sunnova Energy Corporation), or if you agree to return the goods to the seller (Sunnova Energy Corporation) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sunnova Energy Corporation, 20 East Greenway Plaza, Ste. 475, Houston, TX 77046 not later than midnight of the date that is seven (7) business days from the Transaction Date indicated above.

I hereby **CANCEL/RESCIND** this transaction on \_\_\_\_\_[Cancellation Date].

Homeowner's Signature:

Co-Homeowner's Signature:

\_\_\_\_\_  
[REDACTED]

\_\_\_\_\_

Installation Address:

[REDACTED]

Contract ID:

[REDACTED]



**EXHIBIT 1**

**NOTICE OF CANCELLATION**

Date of Transaction: [REDACTED]

You may cancel this transaction, without any penalty or obligation, within seven (7) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller (Sunnova Energy Corporation) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Sunnova Energy Corporation) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (Sunnova Energy Corporation) regarding the return shipment of the goods at the seller's (Sunnova Energy Corporation's) expense and risk. If you do make the goods available to the seller (Sunnova Energy Corporation) and the seller (Sunnova Energy Corporation) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Sunnova Energy Corporation), or if you agree to return the goods to the seller (Sunnova Energy Corporation) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Sunnova Energy Corporation, 20 East Greenway Plaza, Ste. 475, Houston, TX 77046 not later than midnight of the date that is seven (7) business days from the Transaction Date indicated above.

I hereby **CANCEL/RESCIND** this transaction on \_\_\_\_\_[Cancellation Date].

Homeowner's Signature:

Co-Homeowner's Signature:

\_\_\_\_\_  
[REDACTED]

\_\_\_\_\_

Installation Address:

[REDACTED]

Contract ID:

[REDACTED]

**EXHIBIT 2****PERFORMANCE GUARANTY AND LIMITED WARRANTY****1. INTRODUCTION**

This Performance Guaranty and Limited Warranty (this "Limited Warranty") is Sunnova's agreement to provide you warranties on the System you leased. The System will be professionally installed by a contractor acting on Sunnova's behalf at the address you listed in the Lease. We will refer to the installation location as your "Property" or your "Home." This Limited Warranty begins when our contractor starts installing the System at your Home. We look forward to helping you produce clean, renewable solar power at your Home.

**2. LIMITED WARRANTIES****a. Limited Warranties**

Sunnova warrants the System as follows:

**(i) System Warranty**

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

**(ii) Roof Warranty**

When our contractors penetrate your roof during a System installation we will warrant roof damage caused by our contractors due to our roof penetrations. This roof warranty will run the longer of (A) ten (10) years following the completion of the System installation; and (B) the length of any existing installation warranty or new home builder performance standard for your roof (the "Roof Warranty Period"); and

**(iii) System Repair Promise**

During the entire Lease Term, Sunnova will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty. If our contractors damage your Home, your belongings or your Property we will cause our contractors to repair the damage they cause or pay you for the damage as described in Section 6. Sunnova may use new or reconditioned parts when making repairs or replacements. Sunnova may also, at no additional cost to you, upgrade or add to any part of the System as it deems advisable in its discretion. Cosmetic repairs that do not involve safety or performance shall be made at Sunnova's discretion.

**b. Warranty Length**

- (i) The warranties in Sections 2(a)(i) and 2(a)(iii) above will start when our contractors begin installing the System at your Home and continue through the entire Lease Term. Thus, for as long as you lease the System from Sunnova, you will have a System Warranty and our Repair Promise.
- (ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.
- (iii) If you have assumed an existing Lease, then this Limited Warranty will cover you for the remaining balance of the existing Lease Term.

**c. Limitation of Duration of Implied Warranties**

**ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**d. Performance Warranties and Guaranty****(i) Power Production Guarantee**

Sunnova guarantees that during the Lease Term the System will generate the guaranteed annual kilowatt-hours (kWh) ("Guaranteed Annual kWh") in the table set forth below as follows:

| Year | Guaranteed Annual kWh |
|------|-----------------------|
| 1    | 10,235.21             |
| 2    | 10,184.03             |
| 3    | 10,133.11             |
| 4    | 10,082.45             |
| 5    | 10,032.04             |
| 6    | 9,981.88              |
| 7    | 9,931.97              |
| 8    | 9,882.31              |
| 9    | 9,832.89              |
| 10   | 9,783.73              |
| 11   | 9,734.81              |
| 12   | 9,686.14              |
| 13   | 9,637.71              |
| 14   | 9,589.52              |
| 15   | 9,541.57              |
| 16   | 9,493.86              |
| 17   | 9,446.39              |
| 18   | 9,399.16              |
| 19   | 9,352.17              |
| 20   | 9,305.41              |
| 21   | 9,258.88              |
| 22   | 9,212.58              |
| 23   | 9,166.52              |
| 24   | 9,120.69              |
| 25   | 9,075.08              |

- A. If at the end of the first thirty-six (36) month anniversary of your first monthly payment and each successive twelve (12) month anniversary thereafter, the cumulative Actual Annual kWh (defined below) generated by the System is less than the Guaranteed Annual kWh, **then we will credit your account in an amount** equal to the difference between the cumulative Actual Annual kWh and the Guaranteed Annual kWh multiplied by the Guaranteed Energy Price per kWh (defined below). Your account will be credited this amount within thirty (30) days following the end of the calendar year. Your cumulative Actual Annual kWh is dependent on a shading percentage of 3.00 % on your Home. If this shading percentage increases, your Guaranteed Actual kWh will be reduced proportionately.

The Guaranteed Annual kWh will be lower than the forecasted annual output due to the potential variability in local weather conditions and the impact those conditions have on actual system production.

For example, for a first thirty-six (36) period that commences on October 10, 2020 and ends on October 9, 2023, and the energy the System was supposed to generate is less than the energy the system was guaranteed to generate during such thirty-six (36) month period, we will credit you the difference in the Actual Annual kWh and the Guaranteed Annual kWh multiplied by the Guaranteed Energy price per kWh within thirty (30) days after December 31, 2023.

- B. If at the end of the first thirty-six (36) month anniversary of your first monthly payment and each successive twelve (12) month anniversary thereafter the cumulative Actual Annual kWh is greater than the Guaranteed Annual kWh during the first thirty-six (36) month anniversary of your first monthly payment or any subsequent twelve (12) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If your System produces more energy than the Guaranteed Annual kWh then this additional energy is yours at no additional cost.

**“Actual Annual kWh”** means the AC electricity produced by your System in kilowatt-hours measured and recorded by Sunnova during each successive twelve (12) month anniversary of your first monthly payment. To measure the Actual Annual kWh we will use the Power Monitor or to the extent such services are not available, we will estimate the Actual Annual kWh by reasonable means.

**“Guaranteed Energy Price per kWh”** means \$0.129 per kWh.

(ii) Power Monitor

During the Lease Term, we will provide you at no additional cost our Power Monitor service (“Power Monitor”). If your System is not operating within normal ranges, the Power Monitor will alert us and we will remedy any material issues promptly.

(iii) [This section left intentionally blank]

**e. Maintenance and Operation**

(i) General

When the System is installed Sunnova will provide you a copy of its Solar Service Guide. The Solar Service Guide provides you with information about your System and solar energy, monitoring and maintenance instructions, answers to frequently asked questions and service information.

(ii) Power Monitor

The Power Monitor requires access to cellular networks in order to operate. If cellular service is not available then we will not be able to monitor the System and provide you with the Power Production Guarantee; and (A) you will be required to provide Sunnova with annual production information from your inverter; or (B) we, in our sole discretion, will estimate annual production. In connection with such any such estimated production by us, we will use commercially reasonable methods to estimate the missing kWh based on utility bills or other available information and such estimate will be included in the calculations under this Section 2 for such period. In the event that no such information is reasonably accessible, we will make the adjustment based on the original kWh expectation attributable to such period.

**f. Making a Claim; Transferring this Warranty**

(iii) Claims Process

You can make a claim by:

- A. emailing us at the email address in Section 7 below;
- B. writing us a letter at the mailing address in Section 7 below and sending it overnight mail with a well-known service;
- C. sending us a fax at the number in Section 7 below; or

- D. creating a claim through our online customer portal (as more particularly set forth in the Solar Service Guide when the System is installed).

(iv) Transferable Limited Warranty

Sunnova will accept and honor any valid and properly submitted Warranty claim made during any Lease Term by any person who either purchases the System from you or to whom you properly transfer the Lease.

**g. Exclusions and Disclaimer**

The limited warranties provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than Sunnova or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) destruction or damage to the System or its ability to safely produce power not caused by Sunnova or its approved service providers while servicing the System (e.g. if a tree falls on the System we will replace the System per the Lease, but we will not repay you for power it did not produce);
- (iii) your failure to perform, or breach of, your obligations under the Lease (e.g. you modify or alter the System);
- (iv) your failure to promptly submit a claim or report damage or an unsafe condition, resulting in the exacerbation of the damage or condition;
- (v) your breach of this Limited Warranty, including your unavailability to provide access or assistance to us or our contractors in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Solar Service Guide;
- (vi) any Force Majeure Event (as defined below);
- (vii) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (viii) any system failure or lost production not caused by a System defect (e.g. the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (ix) theft of the System (e.g. if the System is stolen we will replace the System per the Lease, but we will not repay you for the power it did not produce);
- (x) a power or voltage surge caused by someone other than Sunnova or the Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment; and
- (xi) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Sunnova's prior written approval.

This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System, other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTION 2 ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY SUNNOVA WITH RESPECT TO THE SYSTEM. SUNNOVA HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. SOME STATES DO NOT ALLOW SUCH LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**3. SUNNOVA'S STANDARDS**

For the purpose of this Limited Warranty 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.

#### 4. SYSTEM REPAIR OR REMOVAL

- a. You agree that if (i) the System needs any repairs that are not the responsibility of Sunnova under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home or (iii) the system is being relocated to another home you own pursuant to the Lease, you will have Sunnova, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.
- b. If you want to return the System to Sunnova under Section 17 of the Lease then Sunnova will cause our contractors to remove the System at no cost to you. Sunnova will cause our contractors to remove the posts, waterproof the post area and return the roof as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). Sunnova will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with Sunnova or its contractors in removing the System including providing necessary space, access and storage, and we or our contractors will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

#### 5. FORCE MAJEURE

If Sunnova is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, Sunnova will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- a. Sunnova, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- b. Sunnova's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and
- c. No Sunnova obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Sunnova's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; pandemic; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from Sunnova's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Sunnova including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Sunnova or under its control.

Performance times under this Limited Warranty may be considered extended for a period of time equivalent to the time lost due to such conditions. In certain circumstances, when the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Limited Warranty and the Lease may be suspended during the duration of the Force Majeure Event and then the term of the Limited Warranty and the Lease will be extended for a period of time equivalent to the time lost due to such Force Majeure conditions.

#### 6. LIMITATIONS ON LIABILITY

##### a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 2 UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SUNNOVA OR ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**b. Limit of Liability**

Notwithstanding any other provision of this Limited Warranty to the contrary, Sunnova's total liability arising out of relating to this Limited Warranty shall in no event:

- (i) For System Replacement: exceed the greater of (a) the sum of the Lease payments over the Term of the Lease; and (b) the original cost of the System; and
- (ii) For damages to your Home, Belongings and Property: exceed five-hundred thousand dollars (\$500,000).

**7. NOTICES**

All notices under this Limited Warranty shall be made in the same manner as set forth in the Lease to the addresses listed below:

**TO SUNNOVA:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**TO YOU:** At the billing address in the Lease, through the customer portal, or any subsequent billing address you give us.

**8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY**

Sunnova may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Sunnova's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who leases the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Lease. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.



For more information on being a smart solar consumer please visit [www.seia.org/consumers](http://www.seia.org/consumers).

**NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO LEASE A SOLAR ELECTRICITY GENERATING SYSTEM.  
YOU WILL LEASE (NOT OWN) THE SYSTEM INSTALLED ON YOUR PROPERTY.**

| Amount & Term (A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Amount Due Up-Front (B)                                                                                                                                                                                                                                                                                                      | Total Estimated Lease Payments (C)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Other Possible Charges (D)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Your monthly payment during the first year of the Lease: <u>\$129.65</u> . You will receive a \$15.00 discount each month when you set up automatic payments from your checking or savings account (pricing above already reflects discount).<br><br>The initial term of Lease:<br><input checked="" type="checkbox"/> 25.00 Years<br><input checked="" type="checkbox"/> 300 Months<br><br>See <b>Box G</b> , "Lease Payment Escalator", for factors that may affect the amount of future monthly payments. | Amount you owe at Lease signing: <u>\$0.00</u><br><br>Amount you owe at the commencement of installation: <u>\$0.00</u><br><br>Amount you owe at the completion of installation: <u>\$49,201.87</u> (payable in monthly payments, including ACH discount, and excluding taxes)<br><br>Total up-front payments: <u>\$0.00</u> | Total of all your monthly payments and estimated taxes over the course of Lease: <u>\$49,201.87</u> (pricing above already reflects discount).<br><br>Your estimated total Lease payments over the initial term of the Lease excluding taxes are: <u>\$49,201.87</u> (pricing above already reflects discount).<br><br>Your estimated total tax payments over the initial term of the Lease are <u>\$0.00</u> based on estimated average monthly tax payment of <u>\$0.00</u> (pricing above already reflects discount).<br><br>Incentives Included in Your Estimated Lease Payments:<br><u>None</u> | Other charges you may have to pay under your Lease:<br><br><b>Late Charge:</b><br>If a payment is more than <u>16</u> days late, payments accrue interest at <u>1%</u> per month <b>OR</b> <u>12%</u> annually not to exceed the maximum allowable by law<br><br><b>Estimated System Removal Fee:</b> At homeowner's expense if required within the Initial Term. Removal cost TBD upon removal request.<br><br><b>UCC Notice Removal and Re-filing Fee:</b><br>If you refinance your mortgage, you may have to pay for fees charged to us by the local jurisdiction and processing fees.<br><br><b>Returned Checks:</b><br>If any check or withdrawal right is returned or refused by your bank, you may be charged: <u>\$25.00</u> (or a lower amount if required by law)<br><br><b>Non-Connection to Internet:</b><br>If you do not maintain a high-speed internet connection, you will be charged a monthly fee of <u>\$0.00</u> and/or your monthly payments may be based upon estimates. Non-connection may affect any guarantee. See <b>Box N</b> .<br><br><b>Automatic Bank Withdrawals (ACH):</b><br><u>\$15.00</u> per month discount if you pay your Lease using ACH |

| Number of Lease Payments (E)         | When Payments Are Due (F)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Lease Payment Escalator (G)                                                                                                                                                       |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Number of Lease payments: <u>300</u> | <p>Your first Monthly Payment (which includes sales tax, if applicable) of \$144.65 is due on the first Payment Date. During contract validation, you will choose one of the available payment date options for your Payment Date. After your first Monthly Payment, 299 additional Monthly Payments will be due on the same day of each following month. Please refer to Schedule A for the amounts of these payments.</p> <p>You will receive:</p> <p><input checked="" type="checkbox"/> Electronic Invoices<br/>(sent to your email address above)</p> <p><input type="checkbox"/> Paper Invoices<br/>(sent to your U.S. mail address above)</p> | Your Lease <b>MAY</b> or <b>MAY NOT</b> have a payment escalator. If your Lease <b>HAS</b> a payment escalator, your lease payment will <b>INCREASE ANNUALLY</b> by <u>1.90 %</u> |

#### Site & Design Assumptions for your Leased System (H)

- Estimated size of the System in kilowatts: 7.380 (kW)
- Estimated gross annual electricity production in kilowatt-hours (kWh) from your leased System in the first year of the Lease: 12,041.42
- Estimated annual System production decrease due to natural aging of the System: 0.50%
- System location: [REDACTED]
- System ☒ **WILL** ☐ **WILL NOT** be connected to the electric grid
- At the time of installation, your local utility ☒ **DOES** ☐ **DOES NOT** credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.

#### Security Filings (I)

Lessor ☐ **WILL** ☒ **WILL NOT** place a lien on your home as part of entering the Lease.

Lessor ☒ **WILL** ☐ **WILL NOT** file a fixture filing or a UCC-1 on the System. The UCC-1 is a public filing providing notice that Lessor owns the System, but is **not** a lien.

#### System Maintenance & Repairs (J)

"System maintenance" refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance ☒ **IS** ☐ **IS NOT** included for 25 years by Lessor (e.g., Installer, Maintenance Provider). You are required to perform the following system maintenance: Keep modules and panels clean and maintain level of shading in existence at time of installation See Agreement § 4

"System repairs" refers to actions needed to fix your System if it is malfunctioning. System repairs ☒ **ARE** ☐ **ARE NOT** provided by the Lessor (e.g. Installer, Other).

Please review your Lease and Limited Warranty for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.

#### Roof Warranty (K)

Your roof ☒ **IS** ☐ **IS NOT** warranted against leaks from the System installation for 10 years by Lessor (e.g. Provider, Installer, Other).

Your roof ☒ **IS** ☐ **IS NOT** warranted against leaks caused by removal of the System for a period of 1 year(s) following System removal. Any portions of your roof impacted by the System ☒ **WILL** ☐ **WILL NOT** be substantially returned to their original condition upon the removal of the System (ordinary wear and tear excepted).

#### Transferring Your Lease and Selling Your Home (L)

If you sell your home, you ☒ **MAY** ☐ **MAY NOT** transfer the Lease to the purchaser(s) of your home. If you may transfer the Lease, the transfer will be subject to the following conditions:

- ☒ Credit check on the purchaser(s)
- ☒ Minimum FICO score requirement: 650
- ☐ Transfer fee of \$
- ☒ Assumption of Lease by purchaser(s)
- ☐ Other \_\_\_\_\_

If you sell your home, you ☒ **ARE** ☐ **ARE NOT** permitted to move the System to a new home.  
You may also have the option to prepay some or all of the Lease balance as part of or prior to a transfer.

#### Transfer of Obligations by Lessor (M)

The Lease may be assigned, sold or transferred by Lessor without your consent to a third-party that will be bound to all the terms of the Lease. If such a transfer occurs, you will be notified if this will change the address or phone number to use for Lease questions, payments, maintenance or service requests.

#### System Guarantee (N)

In terms of your full System, Lessor is providing you with a:

- ☒ System performance or electricity production guarantee
- ☐ Other type of System guarantee
- ☐ No System guarantees

You may have additional guarantees or warranties in addition to those that cover the entire System.

#### Utility and Electricity Usage/Savings Assumptions (O)

You ☐ **HAVE** ☒ **HAVE NOT** been provided with a savings estimate ("Estimate") based on your Lease.

***If you HAVE been provided with an Estimate, Lessor provides the following:***

Lessor ☐ **IS** ☐ **IS NOT** guaranteeing these savings.

Lessor ☐ **IS** ☐ **IS NOT** using savings calculations that conform to the *SEIA Solar Business Code*. See **Box R** or [www.seia.org/code](http://www.seia.org/code).

Your Estimate was calculated based on:

- ☐ Your estimated prior electricity use
- ☐ Your actual prior electricity use
- ☐ Your estimated future electricity use
- ☐ Any escalator in your monthly Lease price

Your Estimate assumes the following:

- ☐ Years of electricity production from the System: \_\_\_\_\_
- ☐ A current estimated **utility electricity rate** of N/A [cost per kilowatt-hour] during the first Lease year with estimated increases of N/A annually. Lessor based this estimate on the following source(s): Installer / Lessee.
- ☐ Your utility will continue to credit you for excess energy your System generates at **ESTIMATED FUTURE CURRENT** utility electricity rates

**NOTE:** It is important to understand that utility rates may go up or down and actual savings may vary. Historical data are not necessarily representative of future results. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Lease carefully for more details.

#### Renewable Energy Certificates (RECs) (P)

Any renewable energy certificates or credits (RECs) from producing renewable solar energy with the System ☒ **WILL** ☐ **WILL NOT** be assigned to the Lessor. If Lessor is assigned the RECs, you will not own the RECs to sell, use or claim them, and Lessor may sell the RECs to a third party.

#### Cooling Off Period/ Right to Cancel (Q)



In addition to any rights you have under state or local law, you ☒ **HAVE** ☐ **DO NOT HAVE** the right to terminate this Lease without penalty within 7 business days of Contract Date.

**SEIA Solar Business Code (R)**

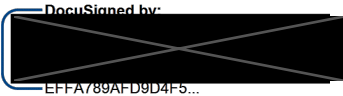
Installer and Lessor ☒ **DOES** ☐ **DOES NOT** abide by and agree to be bound by the *SEIA Solar Business Code* ([www.seia.org/code](http://www.seia.org/code)) and its complaint resolution process. For more information about the *SEIA Solar Business Code* and complaint resolution process, please visit [www.seia.org/consumers](http://www.seia.org/consumers) or email SEIA at [consumer@seia.org](mailto:consumer@seia.org).

**Additional Disclosures or Terms (S)**

The rate or credit for net energy exported to the electric grid is under review in Arizona and subject to change or termination by executive, legislative or regulatory action. Your initial credit rate for exported energy will be in place for ten years from the time of your interconnection. After the expiration of ten years rate, future bill credits for exported energy will be based upon the government-approved exported energy purchase rate in effect at that time, and may change from year to year. Sunnova agrees to reevaluate your contract at the expiration of the ten-year period and make reasonable adjustments if necessary.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE RECEIVED AND REVIEWED DISCLOSURES A-S ABOVE:

**Homeowner's Name:** 

Signature:   
DocuSigned by:  
EFA789AFD9D4F5...

Date: 

**Co-Homeowner's Name (if any):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Individual Completing this Form:**

Name:  Signature: 

Title:  Company: 

Date: 

## ELECTRONIC FUNDS TRANSFER OR CREDIT CARD PAYMENT AUTHORIZATION

In this Electronic Funds Transfer or Credit Card Payment Authorization ("Authorization"), "I," "me," "my," "we" and "our" refer to the Homeowner(s) under the Solar Service or Solar Purchase Agreement ("Agreement") signed the same date I sign this Authorization. I may choose the convenience of having my monthly payments under the Agreement made automatically from my Bank Account at my Financial Institution or through recurring charges to my Credit Card Account. This Authorization allows preauthorized payments from my designated Bank Account or Credit Card Account ("Account") to Sunnova Energy Corporation or its designees ("You").

By signing this Authorization, I agree to the following terms:

### 1. AUTHORIZATION

As applicable to the type of Account that I designate, I authorize You to: (i) automatically withdraw funds from my deposit Account ("Electronic Funds Transfer Payment") through an automated clearing house transfer (electronic debiting of my Account=) or by bank draft (remotely created check or "RCC"); or (ii) initiate charges to my credit Account, in order to make my payments to You as required by the Agreement. If the due date falls on a Saturday, Sunday, or holiday, my payment will be deducted on the next business day following the due date, and You will credit my payment as if it had been received on the due date. If I designate a deposit Account, I agree to keep sufficient available funds in the Account on the due date so that the payment can be made in the required amount and to cover all payment to You under the Agreement. If there are insufficient funds in my deposit Account, You may initiate a second debit to my Account or attempt a second presentment of a remotely created check. You will not attempt to debit my deposit Account or present a remotely created check drawn on my Account more than twice for any single payment due. If any of this information changes, I will immediately notify Sunnova at [REDACTED] or by calling us at [REDACTED]. Sunnova incurs any fees as a result of inaccurate or out of date information, Sunnova will bill me for those charges.

### 2. REJECTED PAYMENTS

My failure to keep sufficient funds in my deposit Account or a rejected charge to my credit Account will be an event of default under this Authorization and You will have the right to terminate this Authorization. I will be responsible for any payments that do not clear as well as any dishonored check fees, including those that may be discovered after the Agreement is apparently paid off, paid in full or otherwise.

### 3. BANK FEES

I agree to be bound by any rules my bank requires for pre-authorized electronic funds transfers and/or credit card transactions and understand that I will be responsible for any fees my financial institution may charge for these electronic payments.

### 4. EARLY PAYMENT

If I make a full monthly payment two business days before the scheduled transfer date, there will be no automatic payment for that month. I agree that the termination of this Authorization shall not prevent a debit or credit transaction authorized before any notice of termination and does not terminate the Agreement or my obligation to make payments as required by the Agreement.

### 5. RIGHTS REGARDING VARYING AMOUNTS

I acknowledge and understand that You reserve the right to change these conditions at any time. Notice may be provided on or with my bill or by other methods. I have the right to receive notice of all Electronic Funds Transfer Payments that vary from a preauthorized amount, or from the previous Electronic Funds Transfer Payment amount.

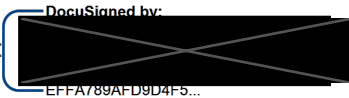
### 6. PROCEDURES UPON PAYMENT IN FULL

I understand that when my Agreement is paid off and You send notice to my Bank to cease making Electronic Funds Transfer Payments or initiating charges to my credit Account, as applicable, occasionally a bank fails to stop such payments in a timely manner. If this occurs, or if an overpayment is otherwise made, You will refund to me the amount exceeding any amount due as soon as reasonably possible upon discovery of the overpayment, and I agree that this is a

reasonable procedure. If there is a balance remaining after the scheduled final due date of the Agreement, I authorize You to continue to debit and/or initiate charges to my Account in the amount of the minimum payment required under the Agreement at regular intervals until the unpaid balance is paid. Although You are authorized to continue these payments, You are under no obligation to do so.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS OF THIS AUTHORIZATION ABOVE AND AGREE TO BE BOUND BY ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AUTHORIZATION. I REPRESENT THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO WITHDRAW FUNDS FROM OR INITIATE CHARGES TO THE ACCOUNT I HAVE DESIGNATED HAVE EXECUTED OR OTHERWISE AUTHORIZED THIS AUTHORIZATION. I UNDERSTAND THAT I WILL RECEIVE A SEPARATE REQUEST TO SECURELY PROVIDE MY DESIGNATED BANK OR CREDIT CARD ACCOUNT INFORMATION.**

**Homeowner's Name:** 

Signature:   
DocuSigned by:  
EFAFA789AFD9D4F5...

Date: 

**Co-Homeowner's Name (if any):**

Signature:

Date: