

SOLAR PANEL CONTINGENCY ADDENDUM TO SALES CONTRACT

This Addendum is made on _____, to a sales contract (“Contract”) offered on _____ between _____ (“Buyer”) and _____ (“Seller”) for the purchase and sale of Property: _____ (“Property”).

1. SOLAR PANEL. A solar energy collection device (“Solar Panel”) has been installed on Property. Solar Panel Manufacturer is: _____ and the Contract/Account Number is: _____.

2. SOLAR PANEL CONTINGENCY. (Select A OR B based on current Solar Panel ownership status):

A. SOLAR PANEL OUTRIGHT OWNERSHIP. Solar Panel is currently owned by Seller free and clear (not subject to an existing lease agreement, power purchase agreement or unpaid loan) and will be conveyed to Buyer at Settlement as a fixture.

1. Solar Panel Deadline. By 9:00 p.m. _____ Days following Date of Ratification (“Solar Panel Deadline”), Seller will: (i) Deliver to Buyer copies of any documentation pertaining to the Solar Panel in Seller’s possession, including the name, email address, and phone number of the best contact information for the solar company and maintenance provider (the “Solar Panel Documents”); and (ii) notify the solar company and maintenance provider of the sale and the name of Buyer. Seller will, in good faith, assist Buyer in transferring ownership of Solar Panel to Buyer.

If Seller fails to Deliver Solar Panel Documents to Buyer by Solar Panel Deadline, Buyer may at Buyer’s option Deliver to Seller Notice to Void Contract. Upon Delivery of Buyer Notice to Void Contract, all respective rights and obligations of the Parties arising under Contract will terminate. Seller may cure Default by Delivering Solar Panel Documents to Buyer prior to Buyer Delivery of Notice Voiding Contract.

2. Buyer Review Period. If Solar Panel Documents are unsatisfactory to Buyer, Buyer, in Buyer’s sole discretion, will Deliver to Seller Notice to Void Contract by 9:00 p.m. _____ Days following Delivery of Solar Panel Documents (“Buyer Review Period”). Upon Delivery of Buyer Notice to Void Contract, all respective rights and obligations of the Parties arising under Contract will terminate.

B. SOLAR PANEL LOAN. Solar Panel is currently subject to an existing lease agreement (“Solar Lease”), power purchase agreement (“PPA”), or financed by an unpaid loan (“Solar Panel Financing”) (collectively, “Solar Loan”).

1. Financing. If Solar Panel is subject to Solar Loan, Buyer and Seller agree that **(Select A or B):**

A. Seller will buy-out/pre-pay the remainder of the Solar Lease or PPA or pay off Solar Panel Financing and convey Solar Panel to Buyer at Settlement; **OR**

B. By 9:00 p.m. _____ Days following Date of Ratification (“Solar Panel Deadline”), Seller will: (i) Deliver to Buyer the most recent version of the Solar Loan; (ii) Deliver to Buyer copies of any documentation pertaining to the Solar Panel in Seller’s possession, including the name, email address, and phone number of the best contact information for the solar company and maintenance provider (the “Solar Panel Documents”); and (iii) notify the solar company or loan servicer of the sale and the name of Buyer. Seller will, in good faith, assist Buyer in obtaining approval from the

solar company and loan servicer to assume the applicable Solar Loan and transfer ownership of Solar Panel to Buyer. Buyer will assume Solar Loan at Settlement and Seller will be released from all future liability under Solar Loan.

If Seller fails to Deliver either the Solar Loan or Solar Panel Documents to Buyer by Solar Panel Deadline, Buyer may at Buyer's option Deliver to Seller Notice to Void Contract. Upon Delivery of Buyer Notice to Void Contract, all respective rights and obligations of the Parties arising under Contract will terminate. Seller may cure Default by Delivering Solar Loan and Solar Panel Documents to Buyer prior to Buyer Delivery of Notice Voiding Contract.

2. Payments. Solar Loan payments are payable to:

Lender/Lessor: _____ Phone: _____

Address: _____

Email: _____

Monthly Payment: _____ Remaining Balance: _____

Solar Loan Maturity Date: _____

3. Buyer Review Period. If Solar Panel Loan or Solar Panel Documents are unsatisfactory to Buyer, Buyer, in Buyer's sole discretion, will Deliver to Seller Notice to Void Contract by 9:00 p.m. _____ Days following Delivery of Solar Panel Loan and Solar Panel Documents ("Buyer Review Period"). Upon Delivery of Buyer Notice to Void Contract, all respective rights and obligations of the Parties arising under Contract will terminate.

3. TRANSFER FEE. A transfer fee in the amount of \$ _____ will be charged by solar company or loan servicer upon transfer of Property from Seller to Buyer. Any such Transfer Fee is payable by: Seller OR Buyer.

4. ADDITIONAL FEES: _____

SELLER:

Date Signature

Date Signature

Date Signature

Date Signature

BUYER:

Date Signature

Date Signature

Date Signature

Date Signature

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