



SOLAR PANEL ADDENDUM

ADDENDUM _____ dated _____ to Contract of Sale
between Buyer _____
and Seller Red Oak 32 LLC
for Property known as 450 Renfro ct.

The following provisions are included in and supersede any conflicting language in the Contract.

1. **ACKNOWLEDGMENT OF SOLAR SYSTEM ON THE PROPERTY.** A solar photovoltaic ("PV") panel system ("Solar System") has been installed on the Property. The Solar System includes, but is not limited to, all Solar System components, solar panels, inverters, charge controllers, batteries, battery charge controller, backup generator, solar array disconnect, power meter, power converter and cables, if applicable, that are presently in place on the Property.
2. **FINANCIAL STATUS OF THE SOLAR SYSTEM.** The Solar System is currently: **(Check One):**
 - A. ☐ Owned by Seller free and clear (not subject to an existing lease, power purchase agreement or loan) and shall be included in the sale of the Property and conveyed to Buyer at Closing; **OR**
 - B. ☒ Subject to an existing lease agreement ("Solar System Lease"), power purchase agreement ("PPA") or financed by an unpaid loan ("Solar System Financing").
3. **BUYER AND SELLER AGREEMENT. (TO BE COMPLETED ONLY IF SECTION 2(B) IS CHECKED)**
Buyer and Seller agree that **(Check One):**
 - A. ☐ Seller shall pay off the Solar System Financing or buy-out/pre-pay the remainder of the Solar System Lease or PPA and shall include the Solar System as part of the sale of the Property and convey the Solar System to Buyer at Closing. The provisions of this Section 3(A) shall survive Closing; **OR**
 - B. ☒ Within 3 days from the Date of Contract Acceptance, Seller shall: (i) deliver to Buyer the most recent version of the Solar System Lease, PPA, or Solar System Financing; (ii) deliver to Buyer all other Solar System documents in Seller's possession; (iii) provide to Buyer the name and phone number of the solar company or loan servicer (the "Solar System Documents"); and (iv) notify the solar company or loan servicer of the sale and the name of Buyer. Seller shall work in good faith to assist Buyer in obtaining approval from the solar company or loan servicer to assume the applicable Solar System Lease, PPA or Solar System Financing. Buyer shall assume the Solar System Lease, PPA or Solar System Financing at Settlement and Seller shall be released from all future liability under the applicable Solar System Lease, PPA or Solar System Financing. The provisions of this Section 3(B) shall survive Settlement.
4. **BUYER REVIEW PERIOD AND DUE DILIGENCE.** In the event Buyer is dissatisfied with the terms of the Solar System Documents, Buyer, upon written notice to Seller given within 3 Days from receipt of the Solar System Documents, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract based on Buyer's dissatisfaction with the terms of the Solar System Documents and the Contract shall remain in full force and effect. Buyer is advised that if the cost, insurability, operation, or value of the Solar System is a material matter to Buyer, it must be



