

SOLAR PANEL SYSTEM ADVISORY AND ADDENDUM

1 Buyer(s) _____
 2 Seller(s) _____
 3 Property Address or Tax ID # _____
 4 _____ (the "Property")

ADVISORY

5 Seller is submitting this Addendum to Buyer because a solar photovoltaic panel system (the "Solar Panel System") is installed on the Property. A
 6 Solar Panel System may include panels, inverters, charge controllers, batteries, battery charge controllers, backup generators, solar array
 7 disconnects, power meters, power converters, and cables ("Components"). Many Solar Panel Systems are subject to an agreement with a "Third
 8 Party." These agreements take various forms: for example, the Solar Panel System may be leased, or a license or easement may have been given
 9 to a Third Party, or a financing agreement may govern the sale of the Solar Panel System. Because it may not be possible to purchase a property
 10 without becoming subject to one of these arrangements, buyers should promptly read any agreement that the Seller is a party to and determine
 11 whether the agreement is acceptable. Buyers may lose their earnest money if they do not comply with the terms of this Addendum. Buyers should
 12 inform their lenders and any other service providers in this transaction regarding the presence of a Solar Panel System on the Property.

ADDENDUM

13 This addendum is part of the above-referenced Sale Agreement. Capitalized terms not defined in this Addendum have the meanings given to them
 14 in the Sale Agreement. This Addendum controls over any conflicting provisions in the Sale Agreement.

15 **1. TRANSFER:** Subject to the terms of this Addendum, Seller will, at Closing, convey to Buyer all of Seller's rights to the Solar Panel System on the
 16 Property, including all Components currently in place on the Property.

17 **2. FINANCIAL STATUS OF SOLAR PANEL SYSTEM:** The Solar Panel System is currently (*select A or B*):

18 A. Owned by the Seller free and clear, meaning it is not subject to any arrangement that provides rights to a third party, such as a lease,
 19 power purchasing agreement, financing agreement, easement, or license (each a "Third-party Agreement"); or

20 B. Subject to a Third-party Agreement, in which case Buyer and Seller agree that (*select either i or ii below*):

21 i. As applicable, Seller will buy out, pre-pay or pay off the Third-party Agreement in full and convey the Solar Panel System to Buyer
 22 free and clear of any Third-party Agreement at Closing.

23 ii. Buyer will assume the Third-party Agreement at Closing. Within ____ Business Days (three [3] if not filled in) after this Addendum
 24 is Signed and Delivered, Seller will: (i) deliver to Buyer the Third-party Agreement and all owner's manuals and other documents
 25 related to the Solar Panel System in Seller's possession; (ii) provide Buyer the name and contact information of the other party to the
 26 Third-party Agreement (the "Third Party"); and (iii) notify the Third Party of the pending sale, including the name of the Buyer and
 27 contact information for Escrow, as described in the Sale Agreement. Within ____ Business Days (seven [7] if not filled in) after this
 28 Addendum is Signed and Delivered, Buyer will apply to assume the Third-party Agreement in the manner required by the Third Party.
 29 Seller will cooperate with Buyer's efforts to assume the Third-party Agreement.

30 **3. BUYER CONTINGENCY:** If Buyer Notifies Seller that Buyer is unable to assume the Third-party Agreement at least ____ Business Days (three
 31 [3] if not filled in) before Closing, the parties will have ____ Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either
 32 (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate Escrow by signing a similar agreement if required by
 33 Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required under the
 34 preceding provision (b) to reach an agreement. If (a) or (b) fail to occur before the Closing Deadline, this transaction will be automatically terminated,
 35 and all Deposits will be promptly refunded to Buyer. If Buyer is unable to assume the Third-party Agreement within the ____ Business Day (three [3]
 36 if not filled in) period but fails to deliver the Notice described in this Section 3, then the Sale Agreement will automatically terminate and Buyer will
 37 promptly release all earnest money Deposits to Seller.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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38 **4. ACKNOWLEDGMENT.** Seller and Buyer recognize, acknowledge, and agree that real estate agents are not qualified to advise on solar panel
39 systems, including, but not limited to, their cost, insurability, operation, value, or transferability. Seller and Buyer should consult with independent
40 legal counsel or other qualified, licensed professionals to assist in their due diligence efforts.

41 Buyer _____ Date _____ a.m. _____ p.m. ←

42 Buyer _____ Date _____ a.m. _____ p.m. ←

43 Seller _____ Date _____ a.m. _____ p.m. ←

44 Seller _____ Date _____ a.m. _____ p.m. ←

45 Buyer's Agent _____ Seller's Agent _____

SAMPLE