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6
7 **UNITED STATES BANKRUPTCY COURT**
8 **DISTRICT OF NEVADA**

9 In re

Case No. BK-S-20-12814-mkn

10 RED ROSE, INC.,

Jointly Administered with
Case No. BK-S-20-12815-mkn
Case No. BK-S-20-12816-mkn
Case No. BK-S-20-12818-mkn
Case No. BK-S-20-12819-mkn
Case No. BK-S-20-12820-mkn
Case No. BK-S-20-12821-mkn
Case No. BK-S-20-12822-mkn
Case No. BK-S-20-12823-mkn
Case No. BK-S-20-12824-mkn
Case No. BK-S-20-12825-mkn
Case No. BK-S-20-12826-mkn
Case No. BK-S-20-12827-mkn
Case No. BK-S-20-12829-mkn
Case No. BK-S-20-12831-mkn
Case No. BK-S-20-12833-mkn

- 11 Affects Beachhead Roofing and Supply, Inc.
- 12 Affects California Equipment Leasing Association, Inc.
- 13 Affects Fences 4 America, Inc.
- 14 Affects James Petersen Industries, Inc.
- 15 Affects PD Solar, Inc.
- 16 Affects Petersen Roofing and Solar LLC
- 17 Affects Petersen-Dean, Inc.
- 18 Affects PetersenDean Hawaii LLC
- 19 Affects PetersenDean Roofing and Solar Systems, Inc.
- 20 Affects PetersenDean Texas, Inc.
- 21 Affects Red Rose, Inc.
- 22 Affects Roofs 4 America, Inc.
- 23 Affects Solar 4 America, Inc.
- 24 Affects Sonoma Roofing Services, Inc.
- 25 Affects TD Venture Fund, LLC
- 26 Affects Tri-Valley Supply, Inc.
- 27 Affects All Debtors

Chapter 11

**STIPULATION BETWEEN
SUNNOVA ENERGY CORPORATION,
BONADELLE HOMES, INC., AND
DEBTORS JAMES PETERSEN
INDUSTRIES, INC., PETERSEN-DEAN,
INC., AND SOLAR 4 AMERICA, INC.
FOR RELIEF FROM THE AUTOMATIC
STAY TO AMEND A PRE-PETITION
CONTRACT**

28 James Petersen Industries, Inc. (“JPI” or the “Debtor”), in the above- captioned jointly administered chapter 11 cases (the “Chapter 11 Cases”), on the one hand, and Sunnova Energy Corporation (“Sunnova”) and Bonadelle Homes, Inc. (“Bonadelle” and collectively with Debtor and

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1 Sunnova, the “Parties”), on the other hand, by and through their respective counsel of record,
2 stipulate and agree as follows:

3 **RECITALS**

4 WHEREAS, on or about November 22, 2019, JPI (d/b/a “Solar4America”), Sunnova, and
5 Bonadelle entered into that certain *Solar Partnership Agreement (Exhibit 1)* for the installation of
6 solar panels financed by Sunnova on the roofs of newly-constructed residences built by Bonadelle in
7 the area known as the BN 5499 LP (referred to as “Canyon Creek II”), and in additional areas added
8 at Bonadelle’s discretion (the “SPA”).

9 WHEREAS, under the SPA, JPI is required to perform certain work (the “SPA Work”) as
10 detailed in the Scope of Work (“SOW”) in Attachment 1.2 to the SPA.

11 WHEREAS, JPI is unable to complete the entirety of the SPA Work, but JPI has determined
12 that it is able to complete a portion of the SOW in accordance with the SPA (the “Partial SOW”), and
13 Bonadelle and Sunnova desire for JPI to complete the Partial SOW.

14 WHEREAS, Bonadelle homes has the right under the SOW to hire an additional contractor to
15 perform the SPA Work “if work cannot be completed in a timely manner,” Bonadelle plans to retain
16 a contractor to perform the SPA Work not included in the Partial SOW (the “Remaining SOW”).

17 WHEREAS, Sunnova, Bonadelle, and JPI consent to JPI’s performance of the Partial SOW
18 and to Bonadelle’s retention of a third party contractor to perform the Remaining SOW, and have
19 agreed to a proposed *First Amendment to Solar Partnership Agreement (Exhibit 2)* detailing the terms
20 of such agreement (the “First Amendment”).

21 WHEREAS, on June 11, 2020, Debtors filed voluntary petitions for relief under chapter 11 of
22 title 11 of the United States Code, initiating the above-captioned Chapter 11 Cases, pending before
23 the United States Bankruptcy Court for the District of Nevada (the “Bankruptcy Court”).

24 WHEREAS, Debtors have determined that, because Debtors are unable to complete the
25 entirety of the SPA Work, the SPA is burdensome to Debtors’ bankruptcy estates.

26 **STIPULATION**

27 NOW THEREFORE, the Parties stipulate and agree as follows:

28 IT IS STIPULATED that the Parties incorporate the recitals set forth herein in their entirety.

1 IT IS FURTHER STIPULATED AND AGREED that the First Amendment reflects the
2 agreement of the Parties, and the First Amendment is necessary to ensure the full performance of the
3 SPA.

4 IT IS FURTHER STIPULATED AND AGREED that the automatic stay imposed by 11
5 U.S.C § 362(a) is hereby modified solely to (i) allow the Parties to execute the First Amendment, (ii)
6 allow JPI to perform the Partial SOW and to take any and all actions as it determines to complete its
7 responsibilities under the terms of the SPA, as amended, and (iii) to allow Bonadelle’s retention of a
8 third party contractor to perform the Remaining SOW.

9 IT IS FURTHER STIPULATED AND AGREED that JPI shall not be liable for any of the
10 Remaining SOW performed and/or completed by any additional contractor(s).

11 IT IS FURTHER STIPULATED AND AGREED that except as expressly set forth within this
12 Stipulation, nothing in this Stipulation shall affect or prejudice any rights, claims, or defenses of the
13 parties of any kind or nature.

14 IT IS FURTHER STIPULATED AND AGREED that the Bankruptcy Court shall retain
15 jurisdiction over this Stipulation and the order approving this Stipulation in order to resolve any
16 disputes in connection with the specified rights and duties of this Stipulation.

17 DATED this 3rd day of August, 2020.

18 **FOX ROTHSCHILD LLP**

COX, CASTLE & NICHOLSON LLP

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EXHIBIT 1

SOLAR PARTNERSHIP AGREEMENT

between

SUNNOVA ENERGY CORPORATION

and

BONADELLE HOMES, INC.

and

**JAMES PETERSEN INDUSTRIES,
INC.**

Dated November 22, 2019

SOLAR PARTNERSHIP AGREEMENT

This **SOLAR PARTNERSHIP AGREEMENT** (the “Agreement”) is entered into this 22nd day of November, 2019 (the “Effective Date”), between **Sunnova Energy Corporation**, a Delaware corporation (“Sunnova”), **Bonadelle Homes, Inc.**, a California corporation, (“Builder”), and **James Petersen Industries, Inc. d/b/a Solar4America** (“Solar4America”), a California corporation (“Installer”). Each of Sunnova, Builder, and Installer are referred herein as a “Party” and collectively “Parties.”

RECITALS

WHEREAS, the California Building Standards Commission (the “Commission”) has voted to add new energy standards to the State’s Building Standards Code that require all new homes built in the State beginning in 2020 to include solar rooftop panels (the “2020 Mandate”);

WHEREAS, Builder is a homebuilder in the State of California which intends to construct new homes before and after the 2020 Mandate becomes effective;

WHEREAS, Sunnova is a third-party owner and financier of solar systems with rooftop and ground mount applications, including solar energy storage capabilities (collectively, “Solar Systems”), at residential homes in the United States and its territories;

WHEREAS, Installer is a seller and licensed installer of Solar Systems for application in residential homes in California;

WHEREAS, Sunnova, Builder, and Installer desire to work together in order to include Solar Systems on new homes built and sold by Builder (“Newly Constructed Homes”) in order to satisfy market desire for solar energy capability and to comply with the 2020 Mandate; and

WHEREAS, the Parties desire to enter into a written agreement setting forth the rights and responsibilities of the Parties with respect to the transactions contemplated herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1. *Definitions.* As used in this Agreement, the terms set forth in Attachment 1.1 will have the respective meanings set forth therein. Other terms used in this Agreement are defined in the context in which they are used and will have the meanings therein indicated.

ARTICLE II TERM AND TRANSITION

2.1. *Initial Term.* The term of this Agreement shall commence on the Effective Date and continue until midnight May 14th, 2022 (the “Initial Term”), unless this Agreement is terminated as provided herein or the Term is extended as provided in Section 2.2, in which

case the term shall end on the effective date of such termination or the date to which this Agreement is extended (collectively, the “*Term*”).

22. *Automatic Extension.* Following the Initial Term, this Agreement shall be automatically extended by additional one-year periods (each such period, a “Renewal Period”) unless (i) prohibited by law or (ii) a Party provides written notice to the other Parties no less than 120 days prior to the expiration of the Initial Term or applicable Renewal Period of such Party’s election to cancel all further automatic extension periods.

ARTICLE III EXCLUSIVE REFERRAL RELATIONSHIP

31. *Overview.* As of the Effective Date, Builder will work exclusively with Sunnova and Installer to incorporate Solar Systems into all Newly Constructed Homes that it designs and/or constructs in the area known as the BN 5499 LP (“Canyon Creek II”) after the Effective Date, as further described in the Scope of Work in Attachment 1.2 hereto. Builder will include Solar Systems and related services as features of all of Builder’s Newly Constructed Homes in its customer-facing promotional materials. Builder shall require that buyers of Builder’s Newly Constructed Homes shall select one of the following options with respect to their solar service and the installed Solar System: (1) include the purchase price of the Solar System in the price of the new home and become the title holder of the Solar System upon execution of the closing documents related to the Newly Constructed Home; or (2) enter into a standard agreement with Sunnova related to the Solar System whereby Sunnova retains title to the Solar System and the buyer agrees to pay Sunnova a monthly fee for use of the Solar System. In the event the buyer elects to include the purchase price of the Solar System in the price of the Newly Constructed Home, Builder shall collect and submit complete payment for the Solar System purchase price to Installer directly pursuant to the milestone payment schedule included in Attachment 1.3 hereto. Sunnova and Installer will work together to allocate such payments as necessary.

31.1 Installer will perform all Solar System installations covered by this Agreement. Installer and Builder will work together to schedule and perform such installations so that they do not unreasonably interfere with other construction activities performed by Builder or its contractors; and

31.2 The Parties agree that performance under this Agreement will require a significant upfront investment by Sunnova and Installer to install Solar Systems on Newly Constructed Homes that may not have buyers at the time of installation. In the event a Newly Constructed Home remains unsold for more than six (6) months after installation of a Solar System, Builder agrees that it shall purchase such Solar System from Installer at the listed price for such system in the proposal for such Newly Constructed Home. Sunnova and Installer will work together to allocate such payments as necessary.

31.3 All payments required to be made pursuant to this Agreement shall be in accordance with the terms of Attachment 1.3, hereto.

32. *Exclusivity.* During the Term, Builder agrees that it will incorporate into its new homes Solar Systems provided exclusively by Sunnova and Installer.

33. *Ownership of the System/Tax Credits and Rebates.* The Parties agree that the Solar Systems are the personal property of Sunnova at all times, including but not limited to, after installation. The Solar Systems are not fixtures to the Newly Constructed Home. The Parties agree that Sunnova

owns the Solar Systems for all purposes including any data generated by the Solar Systems. Installer and Builder agree to keep the Solar Systems free of any and all liens, claims, levies and legal processes and agree to indemnify Sunnova for any third-party claims related thereto. The Parties agree to notify any third parties who may hold liens against the Newly Constructed Homes that the Solar Systems are personal property of Sunnova and not fixtures.

The Parties agree that Sunnova holds the right to any and all tax credits, incentives, renewable energy credits, utility rebates and offset credits and other incentives or non-power attributes related to the solar systems and they are usable exclusively by Sunnova for its benefit and at its discretion.

For the sake of clarity, the language above only applies to Sunnova Power Purchase Agreements (PPAs) or Leases. If the Homebuyer chooses the Ownership Purchase option, as shown in Attachment 1.3 – Pricing and Payment, the Homebuyer will own the system after Close of Escrow and be eligible for any available tax credits.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1. *Mutual Representations and Warranties.* Each Party hereby represents and warrants to others as follows:

4.1.1 *Organization; Power.* It is duly formed, validly existing and in good standing under the laws of the state of its formation. It has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

4.1.2 *Authority; Enforceability.* The execution, delivery and performance of this Agreement have been duly authorized by all requisite action. This Agreement constitutes the legal, valid and binding agreement of it, enforceable against it in accordance with its terms, except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally creditors' rights, or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.1.3 *Approvals.* It has obtained all authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all Applicable Laws and regulations.

4.1.4 *No Litigation.* There is no action, claim, suit, litigation, proceeding, arbitration or investigation pending, or to its knowledge, threatened, that would materially affect its ability to execute, deliver or perform its obligations under this Agreement.

4.1.5 *No Violation.* The execution, delivery and performance of this Agreement by it does not violate any judgment, order, or decree by which it is bound, and does not result in a breach of, or conflict with, or constitute a default under, any material agreement or contract to which it is a party.

4.2. *Disclaimer.* EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN THE SUBCONTRACT AGREEMENT (AS HEREINAFTER DEFINED), NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO ANOTHER, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR SAKE OF CLARITY, NO WARRANTIES WHATSOEVER ARE PROVIDED HEREUNDER BY EITHER SUNNOVA OR INSTALLER WITH RESPECT TO ANY SOLAR SYSTEMS FURNISHED PURSUANT TO THIS AGREEMENT.

4.3 *No Modification of Customer Solar Contracts.* NOTHING IN THIS AGREEMENT IS INTENDED TO BE OR SHALL BE INTERPRETED AS MODIFYING ANY AGREEMENTS BETWEEN BUYERS OF BUILDER'S NEWLY CONSTRUCTED HOMES AND SUNNOVA RELATED TO ANY SOLAR SYSTEMS FURNISHED PURSUANT TO THIS AGREEMENT (THE "CUSTOMER AGREEMENTS"). TO THE EXTENT THIS AGREEMENT CONFLICTS WITH CUSTOMER AGREEMENTS WITH RESPECT TO THE RIGHTS AND RESPONSIBILITIES OF THE PARTIES, THE TERMS OF THE CUSTOMER AGREEMENTS SHALL CONTROL AS TO THOSE PARTIES.

4.4 *No Modification of Subcontract Agreement.* NOTHING IN THIS AGREEMENT IS INTENDED TO BE OR SHALL BE INTERPRETED AS MODIFYING ANY SUBCONTRACT AGREEMENT ENTERED INTO BETWEEN BUILDER AND INSTALLER (THE "SUBCONTRACT AGREEMENT"). TO THE EXTENT THE SUBCONTRACT AGREEMENT CONFLICTS WITH THIS AGREEMENT AS TO THE RIGHTS AND RESPONSIBILITIES OF BUILDER AND INSTALLER, THE TERMS OF THE SUBCONTRACT AGREEMENT SHALL CONTROL AS TO THOSE PARTIES, HOWEVER THE SUBCONTRACT AGREEMENT SHALL NOT BE INTERPRETED TO ALTER ANY OF SUNNOVA'S RIGHTS UNDER THIS AGREEMENT.

ARTICLE V CONFIDENTIALITY

5.1. *Ownership of Data.* All End User Data shall remain the property of Sunnova unless specifically provided otherwise in writing, and Sunnova shall be the copyright owner of all such End User Data.

5.2. *Confidentiality.*

521 *Confidential Information.* Each Party acknowledges that the other possesses and will continue to possess information that has been developed or received by it, has commercial value in its business and is not in the public domain. Except as otherwise specifically agreed in writing by the Parties, "**Confidential Information**" shall mean (i) this Agreement and the terms thereof; (ii) all information of a Party marked confidential, restricted or proprietary by either Party; and (iii) any other information of a Party that is treated as confidential by the disclosing Party and would reasonably be understood by the recipient to be confidential, whether or not so marked. In all cases, Confidential Information also shall include all employee and client lists and company telephone or e- mail directories, financial information, account information, information regarding a Party's business plans and operations, and proprietary software, tools and methodologies owned by a Party and used in the performance of this Agreement.

522 *Obligations.*

5.2.2.1 No Party shall disclose, and each Party shall maintain the confidentiality of, all Confidential Information of the other Parties. Each Party shall use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, or alteration of its own like information (or information of its customers) of a similar nature, but not less than reasonable care. The Parties may disclose Confidential Information to their respective employees, Affiliates, Customers, auditors, attorneys, accountants, lenders, directors, consultants and contractors, where (A) such disclosure is reasonably necessary for the performance of such Entity's or individual's obligations under or with respect to this Agreement or otherwise naturally occurs in such Entity's or individual's scope of responsibility, (B) the Entity (and its applicable officers and employees) or the individual is subject to confidentiality obligations consistent with this Section 5.2, and (C) the disclosing Party remains responsible for any breach of this section by such Entity or individual and takes all reasonable measures to ensure that the Confidential Information is not disclosed or used in breach of this Agreement. Any disclosure to such Entity or individual will be pursuant to terms consistent with the terms and conditions as provided herein, but in no event shall Confidential Information be used for any marketing, sales, commercial or other competitive purposes. Each Party's Confidential Information will remain the property of such Party. In addition, each Party shall disclose Confidential Information to its employees only on a "need to know" basis where such disclosure is reasonably necessary for the performance of the Services.

5.2.2.2 No Party shall (A) make any use or copies of the Confidential Information of the other Parties except as contemplated by this Agreement, (B) assert any lien against or acquire any right (expressly or impliedly) in the Confidential Information of the other Parties, (C) sell, assign, transfer, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information, including through derivative works, or (D) refuse for any reason (including a default or material breach of this Agreement by another Party) to promptly return the other Party's Confidential Information (including copies thereof) to the other Party if requested to do so. Upon expiration or any termination of this Agreement and completion of each Party's obligations under this Agreement, each Party shall return or destroy, as the other Party may direct, all the other Parties' Confidential Information within 30 days. Each Party shall deliver to the other Parties written confirmation of its compliance with the preceding sentence signed by an authorized representative of such Party.

5.2.2.3 If any Party receiving Confidential Information ("Receiving Party") is subpoenaed in another action or proceeding or served with a document demand (orally or in writing, by interrogatory, subpoena, civil investigatory demand or any similar process relating to any legal proceeding, investigation or hearing) or otherwise required to disclose Confidential Information produced by another Party ("Producing Party"), the Receiving Party shall, except if otherwise required by law, (i) give prompt written notice pursuant to the Producing Party within three (3) days of the Receiving Party's receipt of such subpoena or document demand (or if a response to the document demand or disclosure request is due in less than three (3) days, at least 24 hours prior to the deadline for a response), and (ii) object to the production of the Confidential Information on grounds of third-party confidentiality.

523 *Survival*. The Parties' obligations of non-disclosure and confidentiality under this Agreement shall survive the expiration or termination of this Agreement for a period of five (5) years thereafter.

ARTICLE VI LIMITATION OF LIABILITY

6.1. *General Intent*. Subject to the specific provisions and limitations of this Article VI, it is the intent of the Parties that each Party shall be liable to the other Parties for any actual damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required by this Agreement.

6.2. *Limitation of Liability*.

621 *Consequential Damages*. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THE LIABLE PARTY).

622 *Exceptions to Exclusions and Limitations of Liability*. The exclusions and limitations of liability set forth in Section 6.2.1 and 6.2.2 shall not apply with respect to losses resulting from any acts or omissions of a Party or a Party's employees constituting fraud, willful misconduct, or gross negligence.

623 *Acknowledged Direct Damages*. Without limiting the generality of the provisions of this Article VI, the following shall be considered a non-exclusive list of direct damages and neither Party shall assert that they constitute indirect, incidental, consequential or special damages or lost profits to the extent they result directly from either Party's breach of its obligations under this Agreement:

623.1 losses suffered by third parties and recoverable in connection with third-party claims that are the subject of indemnification regardless of whether such Losses are classified as direct, indirect, consequential, incidental, exemplary, punitive or otherwise;

623.2 losses suffered by Sunnova for any failure by Builder to pay amounts described in Section 3.1.2;

623.3 losses attributable to Solar Systems provided by Sunnova and installed by Installer but not paid for by Builder and/or any home purchaser;

6234 losses suffered by Sunnova for failure by Installer or Builder to (a) notify third-party lien holders that the Solar Systems are personal property and not fixtures, and (b) keep the Solar Systems free from liens related to the Newly Constructed Homes.

6235 fines, penalties, interest or other monetary remedies imposed by a governmental or regulatory body (including self-regulatory body) as a result of a failure by a Party to comply with requirements that are such Party's obligation to pay.

ARTICLE VII DEFAULTS AND REMEDIES

- 7.1. *Events of Default.* The occurrence of any of the following shall constitute an “**Event of Default**”:
- 7.1.1 bankruptcy with respect to a Party;
 - 7.1.2 any representation or warranty provided by a Party in this Agreement that is false or misleading in any material respect;
 - 7.1.3 breach by a Party of its obligations relating to the other Party's Confidential Information set forth in Article V; and
 - 7.1.4 a material breach by a Party of any provision of this Agreement.
- 7.2. *Notification; Cure.* If a Party (the “**Non-Defaulting Party**”) claims that an Event of Default has occurred, such Non-Defaulting Party shall provide the defaulting Party (the “**Defaulting Party**”) with written notice thereof. If the Event of Default is capable of cure, the Defaulting Party shall have a reasonable opportunity, not to exceed thirty (30) days, after receipt of such notice, to cure the alleged Event of Default; provided, however, that in the case of a bankruptcy Event of Default, such Event of Default is not capable of being cured and the Defaulting Party shall not have any cure period therefor.
- 7.3. *Remedies.* If a Default has occurred and is continuing, subject to Defaulting Party's cure right set forth in Section 7.2, the Non-Defaulting Party shall be entitled to exercise any of the following remedies, which shall be cumulative in nature:
- 7.3.1 suspend the performance of its obligations hereunder;
 - 7.3.2 terminate this Agreement upon five (5) days' prior written notice; or
 - 7.3.3 exercise any other remedies as may be available to it at law or in equity.
- 7.4. *Termination for Convenience.* Each Party shall have the right to terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Parties. Any such

termination for convenience shall be without liability of any Party hereunder, including for any termination payment; provided that no such termination shall (i) relieve a Party for liabilities accrued prior to such termination or (ii) relieve Builder of any liabilities that may arise (prior to or after such termination) with respect to Solar Systems already installed as of such time, including liabilities under Section 3.1. In the event of a termination for convenience by Sunnova pursuant to this Section, Sunnova shall pay Installer a termination fee of \$250 for each Solar System in progress at the time of such termination for which Installer has completed all necessary designs, and \$650 for each Solar System in progress at the time of such termination for which Installer has acquired all permitting necessary for installation.

ARTICLE VIII DISPUTE RESOLUTION

8.1. Settlement of Disputes by Negotiation.

8.1.1 Within ten business days after the receipt by a Party of notice of any dispute, controversy, difference or claim arising out of or in connection with this Agreement, or the breach, termination or validity of this Agreement (each a “Dispute”), the Parties shall meet (including by telephone or other form of communication) and negotiate in good faith in an attempt to resolve the Dispute.

8.1.2 All negotiations pursuant to this Section 8.1, including the notice of Dispute, shall be confidential and shall be treated as compromise and settlement negotiations, and no oral or documentary representations made by any Party during such negotiations shall be admissible for any purpose in any subsequent proceedings.

8.2. Arbitration of Claims. Any Dispute that cannot be resolved by the Parties pursuant to Section 8.1 shall be submitted to final and binding arbitration in Houston, Texas, in accordance with Commercial Arbitration Rules of the American Arbitration Association (the “AAA Commercial Rules”). The arbitration shall be conducted by one arbitrator who shall be appointed in accordance with the AAA Commercial Rules. If any Party is authorized by the AAA Commercial Rules to nominate, select, approve or disapprove an arbitrator but fails to do so within thirty (30) days after filing of the demand for arbitration, such arbitrator shall be appointed by the American Arbitration Association upon request of the other Party.

8.3. Finality of Award. The award of the arbitral tribunal (the “Arbitration Award”): (a) shall be conclusive, final and binding upon the Parties; and (b) shall be the sole and exclusive remedy between the Parties regarding any and all claims and counterclaims presented to the arbitral tribunal. The Arbitration Award shall be final and binding upon the parties, and judgment on the Arbitration Award may be entered in any appropriate court sitting or located in the State of Texas or in any other court as necessary to pursue judgment.

8.4. Governing Law. The Arbitration Award shall be based exclusively on the provisions of this Agreement; provided, however, that to the extent that the subject matter for the Arbitration Award is not set forth within this Agreement, it shall be based on the laws of the State of Texas (without giving effect to internal principles of conflict of laws). In addition, in the case of any conflict between the provisions of the AAA Commercial Rules and the provisions of this Agreement, the provisions of this Agreement shall govern.

- 8.5. *Notice; Demand for Arbitration.* Prior to filing a demand for arbitration, a Party must first give the other Party at least fifteen (15) days' prior notice of its intent to file the demand. All notices to be given in connection with the arbitration shall be made in writing to the addresses listed herein. Demand for arbitration must be filed within two (2) years after accrual of the cause of action asserted by the complaining Party. If the complaining Party fails to file the demand for arbitration within that time, the claim shall be deemed to be waived and shall be barred from either arbitration or litigation.
- 8.6. *Payment and Expenses.* The Arbitration Award shall be made and shall be payable free of any deduction. The Arbitration Award shall include interest, at a rate determined as appropriate by the arbitral tribunal, as of the date of any breach or other violation of this Agreement to the date when the Arbitration Award is paid in full. The prevailing Party in any such arbitration shall be awarded all costs of arbitration and enforcement of the Arbitration Award, including reasonable attorneys' fees and court costs, costs of expert witnesses, transportation, lodging and meal costs of the Parties and witnesses, costs of transcript preparation, and other costs.
- 8.7. *Arbitral Ruling.* The arbitration shall commence within thirty (30) days after the selection of the panel in accordance with the provisions of Section 8.2. All discovery shall be expedited, consistent with the nature and complexity of the claim or dispute and consistent with fairness and justice. The arbitral panel shall have the power to compel any Party to comply with discovery requests of the other Party and to issue binding orders relating to any discovery dispute, which binding orders shall be enforceable in the same manner as awards. The arbitral panel also shall have the power to impose sanctions for abuse or frustration of the arbitration process, including the refusal to comply with orders of the arbitral panel relating to discovery and compliance with subpoenas. The arbitral panel shall render its award within thirty (30) days from the completion of presenting the evidence at the hearing or within one hundred twenty (120) days of the filing of the demand for arbitration, whichever occurs sooner, unless the Parties agree in writing to an extension.
- 8.8. *Specific Performance.* In the event of any breach by a Party of this Agreement which would cause any non-breaching Party to be irreparably harmed or for which such non-breaching Party could not be made whole by monetary damages, then in such circumstances such non-breaching Party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to equitable relief, including injunctive relief and specific performance in any action instituted in a court of applicable jurisdiction. In addition, the Parties shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any continuation of any violation of the provisions of Article V, and the Parties hereby consent that such restraining order or injunction may be granted without requiring a bond to be posted.

**ARTICLE IX
FORCE MAJEURE**

9.1. *Force Majeure.*

9.1.1 *General.* No Party shall be liable for any default or delay in the performance of any of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by (i) fire, flood, earthquake, elements of nature or acts of God; (ii) wars (declared and undeclared), acts of terrorism, sabotage, riots, civil disorders, rebellions or revolutions; or (iii) acts of any governmental authority with respect to any of the foregoing, and provided that such default or delay cannot reasonably be circumvented by the non-performing Party through the use of commercially reasonable alternate sources, workaround plans or other commercially reasonable means.

9.1.2 *Duration and Notification.* In such event the non-performing Party shall be excused from further performance or observance of the obligations so affected for as long as and only to the extent that such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so prevented, hindered or delayed in its performance shall, as promptly as practicable under the circumstances, notify the Party to whom performance is due in person or by telephone (to be confirmed in writing within one day of such notice) and describe at a reasonable level of detail the circumstances of the force majeure event, the steps being taken to address such force majeure event, and the expected duration of such force majeure event.

**ARTICLE X
GENERAL**

- 10.1. *Binding Nature and Assignment.* This Agreement shall be binding on the Parties and their respective successors and permitted assigns. No Party may, or shall have the power to, assign this Agreement without the prior written consent of the other Parties, except that Sunnova may assign its rights and obligations under this Agreement to any Entity that acquires all or substantially all of the acquired Party's assets by way of merger or acquisition. Any attempted assignment that does not comply with the terms of this Section shall be null and void.
- 10.2. *Entire Agreement.* This Agreement, including any Schedules, Attachments and Exhibits referred to therein and attached thereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings with respect to the subject matter hereof other than those expressly set forth herein. This Agreement supersedes in its entirety all other prior agreements, representations, warranties, promises, covenants, commitments or undertakings, whether written or oral, with respect to the subject matter hereof except for the Customer Agreements and the Subcontract Agreement in accordance with Sections 4.3 and 4.4 hereof.
- 10.3. *Amendment; Waivers.* No amendment, modification, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver, or discharge is sought to be enforced. Nor shall any waiver in any one or more instances be construed as or deemed to

be a further or continuing waiver of that or any other term, provision, or condition of this Agreement.

104. *Notices.* Each Party shall deliver all notices in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid, deemed accepted upon confirmation of deliver), email (deemed accepted with confirmation of transmission), or certified or registered mail (in each case, deemed accepted upon delivery of return receipt requested, postage prepaid).

In the case of Sunnova:

SUNNOVA ENERGY CORP.
20 Greenway Plz, Suite 475
Houston, Texas 77046
Attention: Walter A. Baker
Executive Vice President, General Counsel and Secretary

In the case of Builder:

BONADELLE HOMES, INC.
7030 N. Fruit Ave., Suite 101
Fresno, California 93711
Attention: Dean H. Pryor
Chief Financial Officer

In the case of Installer:

JAMES PETERSEN INDUSTRIES, INC.
39300 Civic Center Dr., Suite 300
Fremont, California 94538
Attention: Mark Vogel
Chief Operations Officer

A Party may from time to time change its address or designee for notification purposes by giving the other prior notice of the new address or designee and the date upon which it shall become effective.

105. *Counterparts.* This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto. Facsimile or other electronically reproducible signatures of the Parties (e.g., pdfs) shall be deemed to constitute original signatures, and any such executed copies hereof shall be deemed to constitute duplicate originals.
106. *Rules of Construction.* The article and section headings used herein are for reference and convenience only and shall not be considered in the interpretation of this Agreement. As

used in this Agreement, unless otherwise provided to the contrary, (a) all references to days, months or quarters will be deemed references to calendar days, months or quarters and (b) any reference to a “Section,” “Article,” “Exhibit” “Attachment” or “Schedule” will be deemed to refer to a section or article of this Agreement or an exhibit or schedule to this Agreement. Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa. The words “hereof,” “herein” and “hereunder” and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” References in this Agreement to “\$” will be deemed a reference to United States dollars unless otherwise specified. This Agreement has been negotiated and approved by the Parties and notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against any of the Parties by reason of the authorship of any of the provisions of this Agreement. Each Party has cooperated in the drafting and preparation of this Agreement. Thus, in any construction to be made of this Agreement, the same will not be construed against any Party.

107. *Relationship of Parties.* Each Party, in furnishing services to any other Party hereunder, is acting as an independent contractor, and such Party furnishing services has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed under this Agreement. The relationship of the Parties under this Agreement shall not constitute a partnership or joint venture or fiduciary relationship for any purpose. No Party is an agent of any other Party, and no Party has any right, power or authority, expressly or impliedly, to represent or bind another Party as to any matters, except as expressly authorized in this Agreement. No officer, director, employee, agent, Affiliate, contractor or subcontractor retained by a Party to perform work on another Party’s behalf hereunder shall be deemed to be an officer, director, employee, agent, Affiliate, contractor or subcontractor of the other Party for any purpose. Each Party shall be responsible and therefore solely liable for all acts and omissions of its personnel, including acts and omissions constituting negligence, gross negligence, willful misconduct and/or fraud.
108. *Severability.* If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with Applicable Law. The remaining provisions of this Agreement and the application of the challenged provision to Persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by law.
109. *Consents and Approval.* Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, confirmation, notice, assistance, cooperation, determination, decision or similar action by either Party is required under this Agreement, such action shall not be unreasonably conditioned, delayed or withheld. An approval or consent given by a Party under this Agreement shall not relieve

the other Party from responsibility for complying with this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

- 10.10. *Survival.* Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Without limiting the applicability of the foregoing, the following shall survive any termination or expiration of this Agreement: ARTICLE II, ARTICLE IV, ARTICLE V, ARTICLE VI, ARTICLE VII, ARTICLE VIII, and ARTICLE IX.
- 10.11. *Publicity.* Neither Party shall use any of the names, service marks or trademarks of the other Party or refer to the other Party directly or indirectly in any media release, public announcement, or public disclosure relating to this Agreement, including in any promotional, advertising or marketing materials, or business presentations but excluding internal announcements or disclosures required to meet legal or regulatory requirements without the prior consent of the other Party to each such use or release, unless provided otherwise herein. In addition, neither Party shall make any public statement about this Agreement, the Services or their relationship without the other Party's prior written approval. The foregoing provision is not intended to, and shall not be interpreted to prohibit Builder from discussing another Party with a potential buyer of a Newly Constructed Home.
- 10.12. *Export.* The Parties acknowledge that certain Equipment, Materials and technical data to be provided hereunder and certain transactions hereunder may be subject to export controls under the laws and regulations of the United States and other countries. No Party shall export or re-export any such items or any direct product thereof or undertake any transaction in violation of any such laws or regulations.
- 10.13. *Order of Precedence.* To the extent there are any conflicts or inconsistencies between this Agreement and any Attachment, Schedule or Exhibit, the provisions of this Agreement shall govern and control, except as provided in Section 4.3, above..
- 10.14. *Further Assurances.* Subsequent to the execution and delivery of this Agreement and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become reasonably necessary to effectuate the purposes of this Agreement.
- 10.15. *Acknowledgment.* The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, and that such terms and conditions should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives to be effective as of the Effective Date.

SUNNOVA ENERGY CORPORATION

DocuSigned by:
John Santo Salvo
C533E9AB16A1401...

December 9, 2019 | 17:56

BONADELLE HOMES, INC.

DocuSigned by:
George Wilson
996EE428AC0E453...

December 9, 2019 | 15:00

JAMES PETERSEN INDUSTRIES, INC.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives to be effective as of the Effective Date.

SUNNOVA ENERGY CORPORATION

DocuSigned by:

Dean Pryor

BONADELLE HOMES, INC.

JAMES PETERSEN INDUSTRIES, INC.

ATTACHMENT 1.1

DEFINITIONS

“**Affiliate**” means, with respect to any Entity or individual, any other Entity that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such Entity or individual.

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Applicable Laws**” means any applicable statute, law, ordinance, rule, code, regulation, judgment, order, or award of any Governmental Authority.

“**Bankruptcy**” means, with respect to any Person, that such Person (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement or continuation of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or proceeding commenced against it and such proceeding or cause of action remains in effect and unstayed for a period of sixty (60) days, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

“**Channel Partners**” means installers who design, sell and install solar energy systems that are financed, purchased or acquired by Sunnova.

“**Customer**” means, unless otherwise indicated, a current or prospective solar product and services consumer.

“**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

“**End User Data**” means all data recorded or generated by or collected from any Solar System installed on a Newly Constructed Home, including data regarding the Solar System’s approximate location, its output, efficiency, and other technical variables. “End User Data” shall include all such data regardless of format, aggregation, anonymization, or combination of such data.

“**Entity**” means any corporation, partnership, joint venture, trust, limited liability company, limited liability partnership, association or other organization or entity.

“**Governmental Authority**” means any Federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign or international.

“**Intellectual Property**” means patents and other patent rights (including patent disclosures and applications and patent divisions, continuations, continuations-in-part, reissues, and extensions thereof); copyrights and other rights in works of authorship (including software and including registered and unregistered copyrights and unpublished works of authorship); moral

rights, trade secrets; know-how; trademarks and service marks (including registered and unregistered); and all other forms of tangible or intangible work, invention, improvement, discovery, process, writing, design, model, drawing, photograph, report, formula, pattern, device, compilation, database or computer program, whether or not protectable under Title 17 of the U.S. Code and whether or not patentable or otherwise protectable under Title 35 of the U.S. Code and whether or not protectable or patentable under similar laws worldwide, that are not conceived of, prepared, procured, generated or produced, whether or not reduced to practice.

“**Laws**” means all federal, state, provincial and local laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof, including data privacy laws, regulatory Laws, and laws applicable to federal, state, provincial and local tax laws.

“**Party**” or “**Parties**” has the meaning set forth in the preamble to this Agreement.

“**Solar System**” means each complete solar photovoltaic power system, including, if applicable, Batteries, sold, financed and installed or proposed to be sold, financed and installed by a Channel Partner for Sunnova in accordance with a Channel Partner Agreement.

“**Sunnova Project**” means any solar energy System designed, installed and/or sold by a Channel Partner and such solar energy system utilizes one of the Sunnova platform options (for example, “EZ Own,” “SSA (Lease),” “PPA,” or “EZ Pay PPA.”)

“**Term**” has the meaning set forth in Section 2.1.

ATTACHMENT 1.2

SCOPE OF WORK

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

- A. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within the 2016 California Residential Code and 2016 California Electrical Code.

1.02 SCOPE OF WORK

- A. Solar4America is to furnish all necessary labor, tools, and materials to install solar panels on roof of residence.
- B. Solar4America is responsible for design plan sets, permit submittal, and approval for each municipality, along with any permit fees where applicable.
- C. Should power not be available to the tract for Solar4America to perform work, Solar4America shall furnish their own generators at their sole expense. Generators provided by Solar4America would be exclusive to the use of Solar4America and not to be used by other trades or occupants.
- D. At most, a 40-amp circuit is required for solar panels. No other electrical equipment is permitted to be placed on this circuit.
- E. Clean up of related debris.
- F. Assistance with permitting and utility interconnection process.
- G. Permit fees up to \$430 per home.
- H. Utility interconnection fee up to \$145 per home.
- I. Solar4America acknowledges OCIP participation of onsite General Liability at 2.50%. Deduct shown on price schedule listed in Attachment 1.3, "Pricing and Payment".
- J. Observe all necessary safety requirements.
- K. In-person or remote buyer consultation, per buyer's preference.
- L. Bonadelle Homes, Inc. may start new tracts during the term of this Agreement, and all provisions of this Contract shall apply to said tracts. Should models remain the same, Solar4America's prices shall not change. Should new models be constructed, the prices shall be based on original unit prices that were used to calculate Solar4America's bid.
- M. At Bonadelle Homes, Inc. option, houses framed prior to expiration of the Contract shall be completed by Solar4America at the prices in effect, at the time the structure is ready for lath.
- N. Bonadelle Homes, Inc. reserves the right to hire an additional Trade Partner if work cannot be completed in a timely manner. Solar4America is the primary Trade Partner and has priority on scheduling. The decision to hire an additional Trade Partner will be made solely by Bonadelle Homes, Inc.

1.03 QUALITY ASSURANCE

- A. Solar4America is to follow all applicable codes, both state and local.
- B. Maximum voltage is to not exceed 600 VCD.
- C. Back-fed solar breaker(s) shall be installed at the end of the circuit or furthest away from the main breaker.
- D. Disconnects shall be wired so that solar DC wires are on the line side and the AC utility wires are on the line side.
- E. All modules and racking shall be bonded per UL 2703, Mounting Systems Standards.
- F. All equipment shall be grounded, including bonding jumpers, where necessary across rail splice plated to bond individual pieces of rail.
- G. Only copper (Cu) conductors shall be used. Stranded or solid with properly rated connectors.
- H. Inverter(s) contain a ground fault detection and interruption device.

1.04 SUBMITTALS

A. Record Documents:

- 1. Manufacturer's warranty form in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All materials shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Installation shall meet or exceed all applicable federal, state and local requirements, referenced standards and conform to codes and ordinances of authorities having jurisdiction.
- B. All installation shall be in accordance with manufacturer's published recommendations.
- C. Solar4America to installation of one solar system on each home.
- D. *Solar4America to supply and install (12) 320 watt or equivalent or greater than solar panels (Plans 1209, 1398, 1455, 1512, and 1579), or (14) 320 watt or equivalent or greater than solar panels (Plan 1615).
- E. *Solar4America to supply and install (12) Enphase Energy micro-inverters or equivalent inverters (Plans 1209, 1398, 1455, 1512, and 1579), or (14) Enphase Energy micro-inverters or equivalent inverters (Plan 1615).
- F. *Solar4America to supply and install wiring and hardware for Envoy solar monitoring system. [System Owner/Homeowner is to contact Solar4America when internet has been established]

- G. Solar4America to supply and install racking.
- H. Solar4America to supply and install flashed roof penetrations to accommodate home run cables and grounding wires.
- I. Solar4America to supply and install all wiring, conduit, home run cables, dedicated branch circuits, and dedicated circuit breakers in service entrance panel.
- J. Solar4America to supply and install all required signage.
- K. Solar4America to supply and install all required disconnecting means.

NOTE: *System components may change due to manufacture's availability. Pre-wiring is included with installation of solar as a standard feature. For installation of solar as an optional feature, pre-wiring will be conducted when a Purchase Order (PO) is issued for the system size selected.

NOTE: System Size will be determined on a lot by lot basis. Bonadelle Homes, Inc. is to provide final plot plan and sequence sheet, if applicable. Solar4America will determine the minimum and maximum system sizes and designated roof space for solar panel installation. Final system size is subject to physical fit with requisite orientation.

PART 4 – EXCLUSIONS, TERMS AND CONDITIONS

4.01 Exclusions from Solar4America Scope of Work are as follows:

- 1. Supply and installation on plan types that do not utilize Tile / Comp roof.
- 2. Credit for any rebates.
- 3. Carpentry.
- 4. HERS inspection fees.
- 5. Installation of non-solar roofing material.
- 6. Trenching.
- 7. Prevailing Wage.
- 8. Battery.
- 9. Electric Car Charger.

4.02 Terms and Conditions:

- 1. This scope of work is contingent upon Solar4America reviewing all roof plans and site map and confirming that enough space exists on each roof to properly install proposed system sizes while following the project's building jurisdiction's guideline.
- 2. If Bonadelle Homes, Inc. requests a master plan-set prior to execution of this Solar Partnership Agreement, Bonadelle Homes, Inc. will be charged \$1,000. The full \$1,000 charge will be refunded once the Solar Partnership Agreement has been executed.

3. Bonadelle Homes, Inc. is to provide finalized plot plans, sequence sheets, and site maps at the start of each phase to Solar4America.
4. Bonadelle Homes, Inc. is to display the solar layout onsite and make it visible to all trades. Should there be roof penetrations such as (but not limited to) pipes, vents, and chimneys within the designated solar zone, Bonadelle Homes, Inc. will be charged \$500 to have the solar layout redesigned.
5. Bonadelle Homes, Inc. is to provide Solar4America with each homebuyer's full contact information, including name, phone number, and email address, no later than the close of escrow event.
6. Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning any contractor may be referred to the Registrar, Contractors State License Board, 95835 Goethe Rd., P.O. Box 2600, Sacramento, CA 95826.

ATTACHMENT 1.3

PRICING AND PAYMENT

Community Details

Name: BN 5499 LP (“Canyon Creek II”)
Location: Fresno, CA
Electric Utility: PG&E
Solar - Standard or Optional: Standard
Battery - Standard, Optional, or N/A: N/A
Payment Types Available: Power Purchase Agreement "PPA" (Sunnova) - *Standard*
 Ownership Purchase (Solar4America) - *Optional*

| | | | |
|----------------------|------------|-----------------------------------|----------|
| System Sizes: | 3.84 kW DC | PPA - Upfront Cost: | \$0 |
| | | PPA - Rate per kWh: | \$0.199 |
| | | PPA - Builder Incentive (total): | \$2,496 |
| | | Ownership Purchase - Gross Price: | \$11,472 |
| | | Ownership Purchase - OCIP Deduct: | (\$260) |
| | | Ownership Purchase - Net Price: | \$11,212 |
| | 4.48 kW DC | PPA Upfront Cost: | \$0 |
| | | PPA Rate per kWh: | \$0.199 |
| | | PPA Builder Incentive (total): | \$2,912 |
| | | Ownership Purchase - Gross Price: | \$12,122 |
| | | Ownership Purchase - OCIP Deduct: | (\$276) |
| | | Ownership Purchase - Net Price: | \$11,846 |

Builder Incentive Terms & Conditions

Eligibility: Applies to Power Purchase Agreements only
Rate: \$0.65/DC W
Accounting: Paid to Bonadelle Homes, Inc. by Sunnova Energy Corp.
Trigger: System reaches In-Service status
Timing of Payment: Once both Close of Escrow ("COE") has occurred and Permission To Operate ("PTO") has been received, payment will be issued within 60 days or less
Cadence: Payments issued once per month
Format: ACH deposit into a specified account
Itemization: A remittance will be delivered once per month, itemizing the amounts paid for each system placed In-Service

Ownership Purchase

Payment Schedule: 65% of Gross Purchase Price at completion of rough-in and pre-wire
30% of Gross Purchase Price at completion of module installation
5% of Gross Purchase Price at completion of final inspection

Due: Net-30 days of invoice date

Terms & Conditions: Bonadelle Homes, Inc. (“Builder”) is responsible for the written contract amount to Solar4America, which will be for the Gross Purchase Price.

Any rebates will be paid directly to Builder by the rebate authority when rebates are approved and paid for this community.

EXHIBIT 2

FIRST AMENDMENT TO SOLAR PARTNERSHIP AGREEMENT

THIS FIRST AMENDMENT TO SOLAR PARTNERSHIP AGREEMENT (this “First Amendment”) dated as of August __, 2020 (the “Execution Date”) is between **Sunnova Energy Corporation**, a Delaware corporation (“Sunnova”), **Bonadelle Homes, Inc.**, a California corporation, (“Builder”), and **James Petersen Industries, Inc. d/b/a Solar4America (“Solar4America”)**, a California corporation (“Installer”). Sunnova, Builder, and Installer are each referred to in this First Amendment as a “Party” and collectively as the “Parties.” All capitalized terms not herein defined shall have the definitions set forth in the SPA (hereinafter defined).

RECITALS

- A. The Parties have previously entered into a Solar Partnership Agreement dated November 22, 2019 (the “SPA”) wherein the Parties agreed to work together in order to include Solar Systems on new homes built and sold by Builder in order to meet demand for solar and to comply with the 2020 Mandate; and
- B. The Parties desire to modify the SPA and set forth the terms and conditions upon which modifications will occur and to otherwise make the agreements in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

- 1. Termination Right. As a result of Installer filing a voluntary Chapter 11 Bankruptcy Petition (the “Petition”), which is an Event of Default under Section 7.1.1 of the SPA, Builder has the right to suspend Installer’s performance of its obligations under the SPA and to terminate the SPA upon five days’ written notice pursuant to Section 7.3 of the SPA. Notwithstanding the foregoing, Builder will not exercise its termination right under the SPA so long as the Parties are diligently performing their responsibilities as outlined in the Transition Plan, as set forth in Section 2, below.
- 2. Transition Plan. The Parties agree that Installer will perform Solar System installations for only a portion of the tracts originally assigned to it under Attachment 1.2 of the SPA, and that Builder and Sunnova will enter into a separate Solar Partnership Agreement with a third party (the “Transition Contractor”) to complete the remaining scope of work (the “Transition Plan”). Specifically, Installer will perform Solar System installations only for the following lot numbers in each community:
 - (a) Canyon Creek II (Tract 6191): Lots 39-44, 47, 49-50, 52-64, 112-114, 116, 122, 125
 - (b) The Grove III (Tract 6120): [No lots assigned]

The Transition Contractor will perform Solar System installations for the following lot numbers in each community, and thereafter as may be assigned pursuant to the terms of the separate Solar Partnership Agreement:

- (a) Canyon Creek II (Tract 6191): Lots 1-38, 45-46, 48, 51, 65-111, 115, 117-121, 123-124
- (b) The Grove III (Tract 6120): Lots 77, 154-171

Following Installer's completion of the Solar System installations identified above, the Parties shall either terminate the SPA by mutual agreement or enter into an additional amendment to the SPA detailing any further agreements between them.

3. Continuing Obligations. Installer acknowledges and agrees that, with the exception of the reduction in the scope of work assigned to Installer under the SPA as identified in Section 2, above, all of Installer's agreements and obligations under the SPA remain in full effect, including but not limited to those obligations listed in Section 1.02 of Attachment 1.2 to the SPA. Notwithstanding the foregoing, Installer shall not be liable for any of the remaining scope of work performed and/or completed by the Transition Contractor.
4. Effect of this Agreement. Other than as expressly set forth herein, this First Amendment shall not (a) constitute a (i) modification or alteration of the terms, conditions or covenants of the SPA or any related document, including the Parties' rights to termination of the SPA or (ii) waiver, release or limitation upon the exercise by any Party of any of its rights, legal or equitable, thereunder; or (b) establish any course of dealing or waive the performance of any provision of the SPA or any related document. The failure at any time of any Party to require strict performance by any other Party of any provision of this First Amendment, the SPA, or any related document shall not affect any right of any Party thereafter to demand strict compliance and performance. To the extent that the terms and conditions of this First Amendment conflict with the SPA, the terms of this First Amendment shall control; provided, however, that to the maximum extent possible, the terms of this First Amendment and the terms of the SPA shall be interpreted and construed as supplementing and not as conflicting with one another.
5. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which collectively shall be deemed one and the same instrument. A facsimile, electronic or Portable Document Format (.pdf) signature shall have the same force and effect as an original signature.

[Remanding of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the CPA to be executed as of the Execution Date.

SUNNOVA ENERGY CORPORATION

By: _____

Name: John Santo Salvo

Title: EVP of Channel Operations and CPO

BONADELLE HOMES, INC.

By: _____

Name: _____

Title: _____

JAMES PETERSEN INDUSTRIES, INC.

By: _____

Name: _____

Title: _____