

SOLAR/EQUIPMENT LEASE & SERVICE CONTRACT ADDENDUM

Version 20260730

Preamble

1 This Solar/Equipment Lease & Service Contract Addendum ("Addendum") is made part of the Purchase Contract
2 dated _____ ("Contract") between _____ ("Buyer") and
3 _____ ("Seller"), concerning the Property located at
4 _____ ("Property") and the following terms, conditions,
5 and contingency are included as part of the Contract.
6 In the event of any conflict or ambiguity between the terms of the Contract and this Addendum, the terms of this
7 Addendum shall govern.

Definitions

8 "Leased Fixtures" are fixtures in or on the Property that Seller does not own outright. This includes fixtures that are
9 leased, rented, or subject to a loan or financing agreement secured by the fixture.
10 "Fixture Agreements" are those agreements (leases, rental contracts, service contracts, or loan/security
11 documents) governing the rights, terms, and payment obligations related to the Leased Fixtures.
12 "Lessor/Lienholder" is the persons, companies, entities, lienholders or servicers that lease the Leased Fixture to
13 Seller, and/or are the holder of any unpaid loan or financing agreement associated with the Leased Fixture.

Identification and Assumption Agreement

14 The following describes the Leased Fixtures on the Property. Buyer agrees to assume the corresponding Fixture
15 Agreements only where "Yes" is indicated below (the "Assumed Agreements").

Mark below: (Y) for Yes, if Buyer agrees to assume, or (N) for No

Y	N	Leased Fixture Description
☐	☐	Solar Panel System / Energy Storage
☐	☐	Propane Tank(s)
☐	☐	Water Softener / Filtration System
☐	☐	Security System / Cameras
☐	☐	Smart Home Devices
☐	☐	Other: _____

22 Additional Leased Fixture Information: _____
23 _____
24 _____
25 _____
26 _____
27 _____

Buyer Initials _____

Seller Initials _____

Delivery of Documents

- 28 ☐ Buyer has received copies of all Assumed Agreements.
- 29 ☐ Buyer has not received copies of all Assumed Agreements. Within _____ **days** after the Acceptance Date,
- 30 Seller shall:
- 31 • Deliver to Buyer complete and current copies of all Assumed Agreements, including all amendments,
 - 32 payment schedules, end-of-term options (i.e., buyout, renewal, removal terms), and the most recent account
 - 33 statements.
 - 34 • Deliver to Buyer all other material documentation related to the Assumed Agreements in Seller's possession
 - 35 (i.e., warranties, maintenance records, performance data).
 - 36 • Provide Buyer with the contact information for all applicable Lessors/Lienholders.
 - 37 • Notify the applicable Lessor(s)/Lienholder(s) of the pending sale and provide Buyer's and the Title/Escrow
 - 38 Company's contact information as required to initiate the transfer process.

Assumption Contingency and Process

- 39 **Assumption Contingency:** If Buyer agrees to assume any Fixture Agreement, Buyer's obligation to complete
- 40 this sale is contingent upon Buyer obtaining written approval from the Lessor/Lienholder to assume the Assumed
- 41 Agreements under the existing terms and conditions ("Assumption Approval").
- 42 **Assumption Application:** Buyer shall promptly apply for assumption approval in the manner required by the
- 43 Lessor/Lienholder. Buyer and Seller agree to cooperate fully and supply all necessary documentation and
- 44 signatures required to complete the assignment and assumption process.
- 45 **Unfulfilled Contingency:** If, after diligent and good faith effort, Buyer is unable to obtain Assumption Approval
- 46 from the Lessor/Lienholder(s) concerning the Assumed Agreements, Buyer may cancel the Contract by delivering
- 47 written notice to Seller ☐ within the Due Diligence Period ☐ no later than _____ **days** prior to the Close of
- 48 Escrow date (the "Contingency Deadline"). The notice must include written evidence from the Lessor/Lienholder of
- 49 the inability to obtain approval (i.e., a denial letter). Upon timely notice of cancellation, the Earnest Money shall be
- 50 refunded to Buyer.

Assumption Costs and Fees

- 51 **Transfer/Assignment Fees:** Mandatory fees associated with the application, assumption, assignment, or transfer
- 52 (i.e., document processing fees) shall be paid as follows: Buyer shall pay the first \$_____ of such costs
- 53 and Seller shall pay the remainder.
- 54 **Credit Qualification Fees:** If a Lessor/Lienholder imposes an additional fee, requires an additional deposit, or
- 55 requires a material change in terms because Buyer does not meet the standard qualification requirements for
- 56 Assumption Approval, Buyer may provide written notice of cancellation within **3 days** after receipt of notice of
- 57 the fee or changed terms, and the Earnest Money shall be refunded to Buyer. If Buyer fails to provide notice of
- 58 cancellation within this time, Buyer is deemed to have elected to proceed and shall pay the fee or accept the
- 59 changed terms when required.

Buyer Initials _____

Seller Initials _____

Balance Adjustments and Past Due Amounts: Seller shall be responsible for paying any past-due amounts, required reductions in loan balance (i.e., related to eligible tax credits or incentives retained by Seller), or adjustments related to deposits that may be necessary for Buyer to assume the Fixture Agreement under the existing payment schedule and terms disclosed.

Closing and Non-Assumed Fixtures

Closing and Liens: At Close of Escrow, Seller shall assign and Buyer shall assume the Assumed Agreements for which Assumption Approval was obtained. There will be no liens or security interests against Leased Fixtures which will not be satisfied out of the sales proceeds, except for the liens securing the Assumed Agreements.

Non-Assumed Fixtures: Prior to Close of Escrow, Seller will remove any Leased Fixtures covered by Fixture Agreements that Buyer did not agree to assume, or for which the Assumption Contingency was unfulfilled. Seller will repair any damage to the Property caused by such removal (i.e., roof penetrations, plumbing, wiring).

NOTICE: ANY LEASED FIXTURE REMAINING IN THE PROPERTY AFTER CLOSE OF ESCROW IS SUBJECT TO THE RIGHTS OF THE LESSOR/LIENHOLDER.

Utilities and Rate Plans

Applicable to utility-related fixtures such as Solar Panels, Propane Tanks.

Seller Responsibility: Seller shall ensure that utilities related to the Leased Fixtures remain active through Close of Escrow. Seller shall not change the existing utility rate plan (i.e., net metering, grandfathered status, specific buyback plans). If Seller turns off utilities or changes the plan, resulting in less favorable terms for Buyer, it shall be deemed a change in the condition of the Property under the Contract.

Buyer Responsibility: Buyer shall ensure that relevant utilities are transferred into Buyer's name effective on the Close of Escrow date. Buyer acknowledges that any change in the current rate plan made by Buyer, or failure to transfer utilities promptly, may result in increased rates or less favorable terms.

Notice and Disclaimer

Buyer Due Diligence: Buyer is advised that if the cost, insurability, operation, or value of the Leased Fixtures is material, it must be investigated during the Buyer's Review Period. This investigation should include, but is not limited to:

- i. Monthly payments and future payment increases (escalators).
- ii. Remaining term and end-of-agreement options (buyout price, renewal, removal obligations).
- iii. Warranties (equipment, installation, roof penetration) and maintenance responsibilities.
- iv. Performance or production guarantees (if applicable).
- v. Insurance requirements imposed by the Lessor/Lienholder.
- vi. Integrity of the installation area (i.e., roof condition under solar panels).
- vii. Transferability of associated utility rate plans.

Buyer Initials _____

Seller Initials _____

90 **Professional Advice and Broker Disclaimer:** Seller and Buyer should consult with the Lessor/Lienholder and
91 their attorneys regarding the assignment, assumption, or termination of any Fixture Agreements. Seller and Buyer
92 acknowledge that Brokers are not qualified to advise on Leased Fixtures, including their condition, value, or the
93 legal/financial implications of transferability. Seller and Buyer expressly release and hold harmless Broker(s)
94 from liability for any defects, conditions, or transferability issues pertaining to the Leased Fixtures or Fixture
95 Agreements.

Signatures

96 **Real estate brokers and agents do not provide financial, legal, or tax advice. Consult an attorney, tax**
97 **advisor, or other appropriate professional if you need financial, legal, or tax advice. READ THIS FORM**
98 **CAREFULLY BEFORE SIGNING.**

Buyer Signatures

99 _____
Buyer Signature Date Buyer Signature Date

100 _____
Buyer Signature Date Buyer Signature Date

Seller Signatures

101 _____
Seller Signature Date Seller Signature Date

102 _____
Seller Signature Date Seller Signature Date