

SOLAR PANEL ADDENDUM



1 Date: 5/21/25

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3 This Solar Panel Addendum (hereafter the "Addendum") is an addendum to a Buy-Sell Agreement (hereafter the
4 "Agreement") between Kyle Brucker Andrea Brucker (hereafter the "Buyer") and
5 (hereafter the "Seller"), concerning the
6 following described property
7 5211 Golden Hollow Road
8 Billings MT 59101 (hereafter the "Property").
9

10 The following additional terms and conditions are included as part of the Agreement:
11

- 12 1. A solar energy collection and photovoltaic panel system (hereafter the "Solar System") has been installed on
13 the Property. The Solar System includes, but is not limited to, all Solar System components, solar panels,
14 inverters, charge controllers, batteries, battery charge controller, backup generator, solar array disconnect,
15 power meter, power converter and cables, if applicable, that are presently in place on the Property.
16
- 17 2. The Solar System shall convey with the Property pursuant to the terms set forth in this Addendum and, to the
18 extent applicable, the Agreement.
19

20 **3. CHECK THE APPLICABLE BOX(ES):**

21
22 The Solar System is owned by the Seller and has been paid in full by the Seller. The Seller represents
23 and warrants that there are no liens relating to the Solar System and that at Closing Seller will convey
24 the Solar System to Buyer free of liens but without warranty of condition. As soon as practical after
25 execution of the Agreement by all parties, Seller shall provide Buyer all documents in Seller's possession
26 pertaining to the Solar System.
27

28 The Solar System is subject to an existing lease agreement (hereafter the "Solar System Lease") or
29 financed by an unpaid loan (hereafter the "Solar System Loan").
30

31 At or prior to Closing Seller will buy-out/pre-pay the remainder of the Solar System Lease or pay-off
32 Solar System Loan. At Closing Seller will convey the Solar System to Buyer free of liens but without
33 warranty of condition; **OR**
34

35 Buyer will assume the Solar System Lease or Solar System Loan. Within ____ days after execution
36 of the Agreement by all parties, Seller shall provide Buyer copies of all documents in Seller's
37 possession pertaining to the Solar System Lease or Solar System Loan including the name, email
38 address, and phone number of the best contact information for the company that holds the Solar
39 System Lease or Solar System Loan. Seller shall in good faith assist Buyer in obtaining approval to
40 assume the applicable Solar System Lease or Solar System Loan and Seller shall be released from
41 all future liability under the applicable Solar System Lease and/or Solar System. Buyer hereby
42 agrees to assume all obligations of the Solar System Lease or Solar System Loan from the date of
43 Closing. Buyer shall not be liable for any arrearages, late fees or charges due from Seller prior to
44 Closing. Any monthly fees shall be prorated as of the date of Closing.
45

46 4. Seller shall provide Buyer with any warranty information or maintenance agreement relating to the Solar
47 System. Seller shall in good faith assist Buyer in the transfer or assignment of any warranty or maintenance
48 agreement to Buyer. Any transfer fees associated with the transfer of any warranty or maintenance
49 agreement from Seller to Buyer will be paid by Seller, Buyer, split equally between Buyer and Seller.



50 5. Seller and Buyer acknowledge and agree as follows:

51

52 • Any brokerage firms, real estate brokers or salespersons involved in the transaction anticipated by the
53 Agreement are not qualified to advise on solar panel systems, including, but not limited to, cost,
54 insurability, operation, value, or transferability.

55

56 • Seller and Buyer have been advised to consult with independent legal counsel and other qualified
57 licensed professionals to assist in their due diligence efforts concerning all aspects of the Solar System.

58

DocuSigned by:

Kyle Brucker

5/21/2025 | 11:55 PDT

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60

BA988AFAA23402...

Seller's Signature

Date

61

62

Andrea Brucker

5/21/2025 | 10:11 PDT

63

BBADFC5AF7849E...

Seller's Signature

Date

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Buyer's Signature

Date

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Buyer's Signature

Date

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NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.