



OneRoof Energy's Residential Power Purchase Agreement

Date: 4/28/2016

Here are the key terms of your OneRoof Energy Power Purchase Agreement

System installation cost	\$0
Initial Electricity rate per kWh	\$0.115
Agreement term	20 years

OneRoof Promises to You

- We insure, maintain, and repair the System (including the inverter) at no additional cost to you, as specified in the agreement.
- We provide 24/7 web-enabled monitoring at no additional cost to you, as specified in the agreement.
- We warranty your roof against leaks and restore your roof if the system is removed, as specified in the agreement.
- The rate you pay OneRoof for electricity, exclusive of taxes, will never increase by more than 2.9% per year.

Homeowner's Name & Service Address

Homeowner Name and Address	Co-Owner Name (If Any)
Hans Koning 83 ROBERTA DR MIDDLETOWN, CT 06457	

Options for System purchase and transfer:

- If you move, you may transfer this agreement to the purchaser of your Home, as specified in the agreement.
- At certain times, as specified in the agreement, you may purchase the System.
- These options apply during the term of our agreement and not beyond that term.

Options at the end of the 20 year term:

- You can upgrade to a new System with the latest solar technology under a new contract
- You may purchase the System from OneRoof as specified in the agreement
- You may renew this agreement as specified in the agreement

THE SYSTEM IS OWNED BY ONEROOF ENERGY, INC. AND/OR ITS AFFILIATES OR ASSIGNEES.

ONEROOF ENERGY, INC. | 4445 EASTGATE MALL ROAD, SUITE 240, SAN DIEGO, CA 92121 | (855) 697-2348
 CONNECTICUT HOME IMPROVEMENT CONTRACTOR (HIC) LICENSE NO.: HIC0633954

1. Introduction.

This Power Purchase Agreement (this “Power Purchase Agreement” or “PPA”) is the agreement between you and OneRoof Energy, Inc. (together with its successors and assigns, “OneRoof” or “we”), covering the sale to you of the power produced by the solar panel system (the “System”) we will install at your home. OneRoof agrees to sell to you, and you agree to buy from OneRoof, all of the power produced by the System. The System will be installed by OneRoof, or an approved third party installer at the address you listed above (the “Property” or your “Home.”) OneRoof provides you with a OneRoof Energy Limited Warranty (the “Limited Warranty”). The Limited Warranty is attached as Exhibit 2. By signing this Power Purchase Agreement you represent that you are either a citizen of the United States or not exempt from paying Federal income taxes. If you have any questions regarding this Power Purchase Agreement, please ask your OneRoof sales consultant.

2. Term.

OneRoof agrees to sell you the power generated by the System for twenty (20) years (240 months), plus, if the Interconnection Date is not on the first day of your billing cycle, the number of days prior to the start of your initial billing date. We refer to this period of time as the “Term.” The Term begins on the Interconnection Date. The “Interconnection Date” is the date that the System is turned on and generating power. OneRoof will notify you when your System is ready to be turned on.

3. Intentionally Left Blank.**4. Power Purchase Agreement Payments ; Amounts.**

- (a) **Power Price.** You are purchasing all of the power the System produces. During the first year of the term, the purchase price is \$0.115 per kWh. After the first year, the price per kWh will increase by 2.9% of the previous year’s price. There are no installation costs to you.
- (b) **Payments.** Your monthly payments will be the product of (A) the price per kWh multiplied by (B) the actual kWh output for the calendar month (“Monthly Payments”). Invoices for Monthly Payments will be mailed or emailed at OneRoof’s sole discretion no later than ten (10) days after the end of a calendar month. If you are paying your invoice by automatic debit from your checking or savings account (ACH) we will debit your bank account on or about the 1st day of the next month following invoice (e.g. January invoices are sent in early February and debited on or about March 1). Monthly Payments will change as your price per kWh changes over the Term of this PPA and as System production varies (e.g., summer has higher production). You will have regular access to the System’s production via your OneRoof online account.

Payments due upon installation, if any, are due immediately prior to commencement of installation.

- (c) **Estimated Production.** If (i) the System is shut down for more than seven (7) full twenty-four (24) hour days cumulatively during the Term because of your actions (including any removal of the System at your request); (ii) you take some action that significantly reduces the output of the System; (iii) you don’t trim your bushes or trees to their appearance when you signed this PPA to avoid foliage growth from shading the System; or (iv) your System is not reporting production to OneRoof (e.g. you have disconnected or made inoperable your monitoring system), then OneRoof will reasonably estimate the amount of power that would have been delivered to you during such System or reporting outages or reduced production periods (“Estimated Production”) and shall consider Estimated Production as actual production for purposes of this paragraph. In the first year of the Term, Estimated Production will be based on our production projections. After the first year of the Term, Estimated Production will be based on historical production for that month in the prior year. If we bill you for Estimated Production because your System is not reporting production to OneRoof, and we subsequently determine that we have either overestimated or underestimated the actual production, then we will adjust the next bill downward (to refund overbilling) or upward (to make up for lost billing). You will not be charged for Estimated Production when the System is not producing electricity due to OneRoof’s fault, or if it’s due to grid failure or power outages caused by someone other than you. ONEROOF DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY PERIOD OR THAT YOU WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING YOUR POWER FROM THE LOCAL UTILITY.

5. Power Purchase Agreement Obligations.**(a) System, Home and Property Maintenance****You agree to:**

- (i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when OneRoof installed it;
- (iii) not modify your Home in a way that shades the System;
- (iv) be responsible for any conditions at your Home that affect the installation (e.g., blocking access to the roof, or removing a tree that is in the way, or prior work you have done on your Home that was not permitted);
- (v) not remove any markings or identification tags on the System;

- (vi) As set forth in 5(g)(i), permit OneRoof, its designees, or its financing parties, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (vii) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (viii) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (ix) notify OneRoof if you think the System is damaged or appears unsafe; if any part of the System is stolen; and prior to changing your power supplier;
- (x) have everyone who has an ownership interest and requisite authority in your Home sign this Power Purchase Agreement;
- (xi) return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and

(b) System Construction, Repair, Insurance and OneRoof's obligations:

OneRoof agrees to:

- (i) schedule the installation of the System at a mutually convenient date and time;
- (ii) construct the System according to written plans you review;
- (iii) provide you with a monitor to accurately measure the amount of power the System delivers to you;
- (iv) notify you if the System design has to be materially changed so that you can review any such changes;
- (v) clean up after ourselves during the construction of the System;
- (vi) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System. Upon damage or destruction to the System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the System to the extent required by the Limited Warranty; and
- (vii) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs.

(c) Home Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only have the System removed and replaced pursuant to the Limited Warranty.

(d) Automatic Payment, Late Charges

In addition to the other amounts you agree to pay in this Power Purchase Agreement, you agree to pay the following:

- (i) **Automatic Payment Discount:** All prices include a \$7.50 monthly discount for using automatic payment. You will not receive a \$7.50 monthly discount if you

- do not make automatic Monthly Payments through your checking or savings account;
- (ii) **Returned Check Fee:** \$25 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and
- (iii) **Late Payments:** are charged a 5% late fee (or the maximum late fee allowed by law, if less than 5%) and may accrue interest at the lesser of twelve percent (12%) annually or the maximum percentage allowable by applicable law.

(e) Taxes

Your OneRoof electricity rate of \$0.115 per kWh is composed of an electricity rate of \$0.115 plus current taxes of \$0.00. You agree to pay any changes in the applicable taxes related to this PPA. Thus, if tax rates change, the amount you pay will change to reflect this rate change. If this PPA contains a purchase option, you agree to pay any applicable tax on the purchase price for the System. You also agree to pay as invoiced any applicable taxes on the System that your local jurisdiction may levy.

(f) No Alterations

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without OneRoof's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be OneRoof's property.

(g) Access to the System

- (i) You grant to OneRoof, its designees, its financing parties and their employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing OneRoof or its financing parties' rights as to this Power Purchase Agreement and the System; (C) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System. This access right shall continue for up to ninety (90) days after this Power Purchase Agreement expires to provide OneRoof with time to remove the System at the end of the Power Purchase Agreement. OneRoof shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.
- (ii) During the time that OneRoof has access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to

interfere with such rights or access. You agree that the System is not a fixture, but OneRoof has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System. Neither this PPA nor any UCC-1 financing statement we may file in connection with this PPA constitutes or imposes a consensual lien on your Home or Property.

(h) Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless OneRoof, its employees, officers, directors, agents, financing partners, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify OneRoof for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Power Purchase Agreement.

(i) Payments

SUBJECT TO SECTION 4(b) ABOVE, YOU AGREE THAT THE OBLIGATION TO PAY ALL PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS PPA SHALL BE, ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 6, 22 AND 23, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS PPA, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

(j) Credit Check

OneRoof may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free, 1-888-5-OPTOUT (1-888-567-8688). We may obtain a copy of your credit report in order to ascertain whether you meet our credit approval standards. If you have elected to place a security freeze on your credit report pursuant to the Connecticut Fair Credit Reporting Act, Connecticut General Statutes § 36a-701 *et seq.*, and the freeze is in effect at the time we request your credit report, you agree to contact the appropriate consumer reporting agency in accordance with the provisions of Section 36a-701a(b) to request access to your credit report by us. You authorize OneRoof, or its designee, to obtain your credit report now and in the future, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with OneRoof's

financing partners. You certify that all information you provide to us in connection with checking your credit will be true and understand that this information must be updated upon request if your financial condition changes.

6. Conditions Prior to Installation of the System; Change Orders.

- (a) OneRoof's obligation to install the System and sell you the power it produces is conditioned on the following items having been completed to its reasonable satisfaction:
- (i) completion of (A) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (B) the final System design, and (C) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
 - (ii) approval of this Power Purchase Agreement by OneRoof's financing parties;
 - (iii) your meeting the applicable credit criteria;
 - (iv) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payments set forth in this Power Purchase Agreement;
 - (v) confirmation that OneRoof will obtain all applicable benefits referred to in Section 9;
 - (vi) receipt of all necessary zoning, land use and building permits; and
 - (vii) completion of any renovations, improvements or changes at your Home or on the Property which have been agreed upon in writing (e.g., removal of a tree or necessary roof repairs to enable us or our designee to safely install the System).

OneRoof may terminate this Power Purchase Agreement without liability if, in its reasonable judgment, any of the above listed conditions (i) through (vii) will not be satisfied for reasons beyond its reasonable control. Once OneRoof or its approved third-party installer starts installation, however, it may not terminate this Power Purchase Agreement for your failure to satisfy conditions (i) through (vii) above.

(b) Amendments.

The System's production will be documented in an amendment to this PPA. You authorize OneRoof to make corrections to the utility paperwork to conform to this PPA or any amendments to this PPA we both sign. In the event that you reject the amendment or otherwise fail to sign and deliver it for seven days after receiving it, either you or OneRoof may terminate this PPA within the fourteen-day period beginning on the date you received the proposed amendment.

7. Warranty.

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT 2**, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE

MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

8. Transfer.

OneRoof will assign this PPA to one of its financing partners. You agree that OneRoof may assign, sell or transfer the System and this Power Purchase Agreement, or any part of this Power Purchase Agreement or the exhibits, without your consent. This assignment does not change OneRoof's obligation to maintain and repair your System as set forth in the Warranty. Any assignment of OneRoof's rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement.

9. Ownership of the System; Tax Credits and Rebates.

You agree that the System is OneRoof's personal property under the Uniform Commercial Code. You understand and agree that this PPA is not a contract to sell or lease the System to you. OneRoof owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by OneRoof, and shall at your expense protect and defend OneRoof against the same.

You understand and agree that any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the system are the property of and for the benefit of OneRoof, usable at its sole discretion. OneRoof shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. You agree to refrain from entering into any agreement with your utility that would entitle your utility to claim any such benefits. You agree to reasonably cooperate with OneRoof so that it may claim any tax credits, renewable energy credits, rebates, carbon offset credits or any other benefits from the system, including without limitation the exemption from taxation of the System pursuant to Connecticut General Statutes § 12-81(57). This may include to the extent allowable by law, entering into net metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the federal, state or local government or a local utility and giving these tax credits, renewable energy/carbon credits, rebates or other benefits to OneRoof.

10. Purchasing the System.

In addition to having the option to purchase the System at the end of the Term, you have the option to purchase the System prior to the end of the Term as detailed below. To exercise this option you must be in good standing under this Power Purchase Agreement and you need to give us at least one (1) month's, but not more than three (3) months' prior written notice. You can purchase this System:

- (i) on the five (5) year anniversary of the beginning of the Term and every annual anniversary after the five (5) year anniversary; and
- (ii) at any time after the five (5) year anniversary of the beginning of the Term, when you sell your Home; and
- (iii) if OneRoof ever ceases its operations and fails to provide for a substitute provider.

In each of (i), (ii) and (iii) above, the price you will pay for the System will be the greater of (a) the amount set forth in the Agreement Amendment for the year in which the purchase is requested and (b) the System's fair market value as determined by an independent appraiser. OneRoof's maintenance and repair obligations under the Limited Warranty (Exhibit 2) will end when you purchase the System.

11. Renewal.

If you are in compliance with your PPA, you have the option to renew your PPA in five (5) year renewal periods. We will send you renewal forms three (3) months prior to the expiration of the Term, which forms shall set forth the new Monthly Payments due under the renewal PPA. If you want to renew, complete the renewal forms and return them to us at least one (1) month prior to the end of the PPA. In the event that you notify us in writing at least one (1) month prior to the end of the PPA that you do not want to renew this PPA, this PPA shall expire by its terms on the termination date. If you don't send us anything in writing after we send you the renewal forms, then this PPA shall renew for an additional six (6) month term at ten percent (10%) less than the then-current average rate charged by your local utility and shall continue to renew for six (6) month terms at the same rate as your first renewal until (i) you give us notice at least thirty (30) days prior to a renewal term that you do not wish to renew; or (ii) we send you a notice terminating the PPA.

12. Selling Your Home.

(a) If you sell your Home you can:

(i) Transfer this Power Purchase Agreement and the Monthly Payments

If the person buying your Home meets OneRoof's credit requirements, then where permitted by the local utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Power Purchase Agreement.

(ii) Prepay this Power Purchase Agreement and Transfer only the Use of the System

You can prepay this Power Purchase Agreement in full by paying OneRoof the expected remaining payments (estimated future production during the rest of the Term multiplied by the average kWh rate during the rest of the Term) at a five percent (5%) discount rate. The person buying your Home will only need to sign a transfer agreement to assume your rights and non-Monthly Payment obligations under this PPA. The System stays at your Home, the person buying your Home does not make any Monthly Payments and has only to comply with the non-Monthly Payment portions

of this PPA.

(iii) **Purchase the System**

At any time after the five (5) year anniversary of the beginning of the Term, you can purchase the System under Section 10 of this PPA

- (b) You agree to give OneRoof at least fifteen (15) days but not more than three (3) months prior written notice if you want someone to assume your PPA obligations. In connection with this assumption, you, your approved buyer and OneRoof shall execute a written transfer of this PPA.
- (c) If you sell your Home and do not comply with any of the options in subsection (a) above, you will be in default under this Power Purchase Agreement. Section 12(a) includes a Home sale by your estate or heirs.
- (d) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

13. Loss or Damage.

- (a) Unless you are grossly negligent or you intentionally damage the System, OneRoof will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this PPA, no loss, damage, theft or destruction will excuse you from your obligations under this PPA, including Monthly Payments.
- (b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this PPA, you shall continue to timely make all Monthly Payments and pay all other amounts due under the PPA and, cooperate with OneRoof, at OneRoof's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

14. Limitation of Liability.

(a) No Consequential Damages

ONEROOF'S LIABILITY TO YOU UNDER THIS POWER PURCHASE AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

(b) Actual Damages

EXCEPT FOR CLAIMS UNDER SECTION 5(H), NEITHER PARTY'S LIABILITY TO THE OTHER WILL EXCEED AN AMOUNT EQUAL TO THE MAXIMUM AMOUNT THAT COULD BE PAYABLE BY YOU UNDER SECTION 16(H). DAMAGES TO YOUR HOME, BELONGINGS OR PROPERTY RESULTING FROM THE INSTALLATION OR OPERATION OF THE SYSTEM ARE COVERED IN SECTION 6(C) OF THE LIMITED WARRANTY.

15. Default.

You will be in default under this Power Purchase Agreement if any one of the following occurs:

- (a) you fail to make any payment when it is due and such failure continues for a period of ten (10) days;
- (b) you fail to perform any material obligation that you have undertaken in this PPA (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- (c) you or your guarantor have provided any false or misleading financial or other information to obtain this Power Purchase Agreement;
- (d) you assign, transfer, encumber, sublet or sell this PPA or any part of the System without OneRoof's prior written consent; or
- (e) you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

16. Remedies in Case of Default.

If this Power Purchase Agreement is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

- (a) terminate this PPA;
- (b) take any reasonable action to correct your default or to prevent our loss; any amount we pay will be added to the amount you owe us and will be immediately due;
- (c) require you, at your expense, to return the System or make it available to us in a reasonable manner;
- (d) proceed, by appropriate court action, to enforce performance of this PPA and to recover damages for your breach;
- (e) disconnect, turn off or take back the System by legal process or self-help;
- (f) report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- (g) charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
- (h) recover from you (i) a payment equal to the purchase price as set forth in this agreement plus (ii) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing; or
- (i) use any other remedy available to us in this PPA or by law.

We may submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this PPA as required.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating

to the System's return resulting from early termination. By choosing any one or more of these remedies, OneRoof does not give up its right to use another remedy. By deciding not to use any remedy should this Power Purchase Agreement be in default, OneRoof does not give up our right to use that remedy in case of a subsequent default.

17. System Removal.

At the end of the Term or the termination of this PPA, if you have not renewed this PPA or exercised your purchase option (if any), then OneRoof shall have the right to remove the System if we notify you within ninety (90) days of the end of the Term or termination of this PPA. You agree to cooperate with us to schedule a convenient time for OneRoof to remove the System from your Home at no cost to you, if OneRoof elects to so remove the System. If OneRoof does not elect to remove the System, title to the System shall be transferred to you.

18. Applicable Law; Arbitration.

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

The laws of the state where your Home is located shall govern this PPA without giving effect to conflict of laws principles. We agree that any dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration.

The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in the location that is most convenient to your Home. If a JAMS office does not exist within 50 (fifty) miles of your Home, then we will use another accredited arbitration provider with offices close to your Home.

If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee. We will pay any filing fees in excess of \$125 and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than OneRoof's

last written settlement offer. When determining whether your award is higher than OneRoof's last written settlement offer your attorney's fees and costs will not be included.

Only Disputes involving you and OneRoof may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of us arbitrates a Dispute, neither of us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between you and OneRoof.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this agreement. The arbitrator, however, is not authorized to change or alter the terms of this agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

19. Waiver.

Any delay or failure of a party to enforce any of the provisions of this PPA, including but not limited to any remedies listed in this PPA, or to require performance by the other party of any of the provisions of this PPA, shall not be construed to (i) be a

waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this PPA.

20. Notices.

All notices under this PPA shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested.

21. Entire Agreement; Changes.

This PPA contains the parties' entire agreement regarding the sale and purchase of power generated by the System. There are no other agreements regarding this PPA, either written or oral. Any change to this PPA must be in writing and signed by both parties. If any portion of this PPA is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. You should contact us at our address above if you have any questions regarding the System or any matter relating to the System. Additionally, please note that this Agreement contains disclosures required by Connecticut law, including without limitation, matters set forth on Exhibit 5 attached hereto.

22. NOTICE OF RIGHT TO CANCEL.

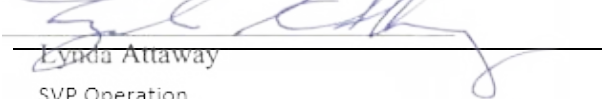
YOU MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY (INCLUDING SATURDAY) AFTER THE DATE YOU SIGN THIS CONTRACT. SEE EXHIBIT 1, THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

23. Additional Rights to Cancel.

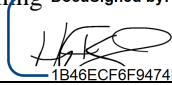
IN ADDITION TO ANY RIGHTS YOU MAY HAVE TO CANCEL THIS PPA UNDER SECTION 22, UNLESS INSTALLATION OF YOUR SYSTEM HAS ALREADY COMMENCED, YOU MAY ALSO CANCEL THIS PPA AT NO COST AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THE FIRST AMENDMENT TO THIS PPA DETAILING YOUR ESTIMATED PRODUCTION.

ONEROOF ENERGY, INC.

Power Purchase Agreement

By: 
Title: SVP Operation
Date: Sunnova Energy Corp, per section 8 Assignment on 06/30/16

I have read this Power Purchase Agreement and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Power Purchase Agreement.

Hans Konings - DocuSigned by:
Signature: 
Date: 4/28/2016

Not applicable. Do not sign here.
Signature: _____
Date: _____

Not applicable. Do not sign here.
Signature: _____
Date: _____

Not applicable. Do not sign here.
Signature: _____
Date: _____

Not applicable. Do not sign here.
Signature: _____
Date: _____

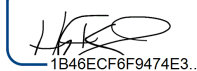
Not applicable. Do not sign here.
Signature: _____
Date: _____

Not applicable. Do not sign here.
Signature: _____
Date: _____

Not applicable. Do not sign here.
Signature: _____
Date: _____

**EXHIBIT 1 (ONEROOF ENERGY, INC. COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

I have read and received this Notice.


_____ 4/28/2016
Buyer's Signature Date of Transaction

Co-Owner's Signature Date of Transaction

Notice of Cancellation

Date of Transaction: 4/28/2016 of Power Purchase Agreement

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE (SATURDAY IS A BUSINESS DAY IN CONNECTICUT). IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF THE CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO

OneRoof Energy, Inc., 4445 Eastgate Mall Road, Suite 240, San Diego, CA 92121

NOT LATER THAN MIDNIGHT OF THE DATE THAT IS THREE BUSINESS DAYS (INCLUDING SATURDAY FROM THE DATE YOU SIGNED THE POWER PURCHASE AGREEMENT.

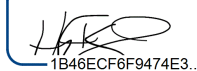
I, HANS KONING , HEREBY CANCEL THIS TRANSACTION on _____ (Date).

Owner's Signature:

Co-Owner's Signature:

**EXHIBIT 1 (CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

I have read and received this Notice.


_____ 4/28/2016
Buyer's Signature **Date of Transaction**

_____ _____
Co-Owner's Signature **Date of Transaction**

Notice of Cancellation

Date of Transaction: 4/28/2016 of Power Purchase Agreement

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE (SATURDAY IS A BUSINESS DAY IN CONNECTICUT). IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF THE CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO

OneRoof Energy, Inc., 4445 Eastgate Mall Road, Suite 240, San Diego, CA 92121

NOT LATER THAN MIDNIGHT OF THE DATE THAT IS THREE BUSINESS DAYS (INCLUDING SATURDAY FROM THE DATE YOU SIGNED THE POWER PURCHASE AGREEMENT.

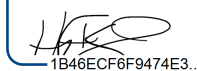
I, HANS KONING , HEREBY CANCEL THIS TRANSACTION on _____ (Date).

Owner's Signature:

_____ _____
Co-Owner's Signature:

**EXHIBIT 1 (ADDITIONAL CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE**

I have read and received this Notice.


_____ 4/28/2016
Buyer's Signature Date of Transaction

_____ _____
Co-Owner's Signature Date of Transaction

Notice of Cancellation

Date of Transaction: 4/28/2016 of Power Purchase Agreement

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE (SATURDAY IS A BUSINESS DAY IN CONNECTICUT). IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF THE CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO

OneRoof Energy, Inc., 4445 Eastgate Mall Road, Suite 240, San Diego, CA 92121

NOT LATER THAN MIDNIGHT OF THE DATE THAT IS THREE BUSINESS DAYS (INCLUDING SATURDAY FROM THE DATE YOU SIGNED THE POWER PURCHASE AGREEMENT.

I, HANS KONING , HEREBY CANCEL THIS TRANSACTION on _____ (Date).

Owner's Signature:

Co-Owner's Signature:

EXHIBIT 2**PERFORMANCE GUARANTEE AND LIMITED WARRANTY****1. INTRODUCTION**

This Performance Guarantee and Limited Warranty (this “Limited Warranty”) is OneRoof’s agreement to provide you warranties on the System you are hosting pursuant to our PPA. The System will be professionally installed by OneRoof (or an approved third-party installer) at the address you listed in the PPA. We will refer to the installation location as your “Property” or your “Home.” This Limited Warranty begins when we (or our designee) start installing the System at your Home.

2. LIMITED WARRANTIES**(a) Limited Warranties**

OneRoof warrants the System as follows:

(i) System Warranty

During the entire Power Purchase Agreement Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the “System Warranty”);

(ii) Roof Warranty

When we (or our designee) penetrate your roof during a System installation we warrant the sealing of the roof penetrations we make to mount the Solar System and the flashings installed by us with such penetrations. This roof warranty will run the longer of (A) one (1) year following the completion of the System installation; and (B) the lesser of the length of any existing installation warranty, manufacturer warranty, or new home builder performance standard for your roof (the “Roof Warranty Period”); and

(iii) Repair Promise

During the entire Power Purchase Agreement Term, OneRoof will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty. If we damage your Home, your belongings or your Property we will repair the damage we cause or pay you for the damage we cause as described in Section 6. OneRoof may use new or reconditioned parts when making repairs or replacements. OneRoof may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at OneRoof’s discretion.

(b) Warranty Length

- (i)** The warranties in Sections 2(a)(i) and 2(a)(iii) above will start when we (or our designee) begin installing the System at your Home and continue through the entire Power Purchase Agreement Term but never less than ten (10) years. Thus, for as long as you host the System from OneRoof under a PPA, you will have a System Warranty and our Repair Promise.
- (ii)** The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.
- (iii)** If you have assumed an existing PPA, or purchased the System during the Term of your PPA, then this Limited Warranty will cover you for the remaining balance of the existing PPA Term.

(c) Performance Warranties and Guarantee**(i) Performance Guarantee**

OneRoof guarantees that during the Power Purchase Agreement Term the System will operate within manufacturer’s specifications and if it does not that OneRoof will repair or replace any defective part or otherwise restore System performance.

(ii) Monitoring System

During the Power Purchase Agreement Term, we will provide you with a Monitoring System at no additional cost

to you. The monitoring system captures power generation data over a cellular network from a System Monitor located on site. You will be able to view your historical power generation on OneRoof's Homeowner Portal. OneRoof will monitor your system's performance and if the System is not operating within normal ranges, we will remedy any material issues.

(d) Maintenance and Operation

(i) General

When the System is installed, OneRoof will provide you with a System Operation Guide. This Guide provides you with System operation instructions, answers to frequently asked questions, troubleshooting tips and service information. OneRoof will perform all required System maintenance.

(e) Making a Claim; Transferring this Warranty

(i) Claims Process

You can make a claim by:

- A. emailing us at the email address in Section 7 below; or
- B. writing us a letter and sending it overnight mail with a well-known service.

(ii) Transferable Limited Warranty

OneRoof will accept and honor any valid and properly submitted Warranty claim made during any Term by any person who either purchases the System from you or to whom you properly transfer the PPA.

(f) Exclusions and Disclaimer

The limited warranties and guarantee provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than OneRoof or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) destruction or damage to the System or its ability to safely produce power not caused by OneRoof or its approved service providers while servicing the System (e.g., if a tree falls on the System we will replace the System per the Power Purchase Agreement, but we will not repay you for power it did not produce);
- (iii) your failure to perform, or breach of, your obligations under the Power Purchase Agreement (e.g., you modify or alter the System);
- (iv) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem;
- (v) any Force Majeure Event (as defined below);
- (vi) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (vii) any system failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area); and
- (viii) theft of the System (e.g., if the System is stolen we will replace the System per the Power Purchase Agreement, but we will not repay you for the power it did not produce).

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 2(a) and (c) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY ONEROOF WITH RESPECT TO THE SYSTEM. ONEROOF HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

3. ONEROOF'S STANDARDS

For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of

performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR, RELOCATION OR REMOVAL

- (a) **Repair.** You agree that if (i) the System needs any repairs that are not the responsibility of OneRoof under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home or (iii) the system is being relocated to another home you own pursuant to the Power Purchase Agreement, you will have OneRoof, or another similarly qualified service provider, at your expense, perform such repairs, removal and reinstallation, or relocation.
- (b) **Temporary Removal.** OneRoof will remove and replace the System from your roof while roof repairs are being made for a payment of \$1499. You will need to provide storage space for the System during such time.
- (c) **Return.** If at the end of the Term you want to return the System to OneRoof under Section 17 of the PPA then OneRoof will remove the System at no cost to you. OneRoof will remove the posts, waterproof the post area and return the roof as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). OneRoof will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with OneRoof in removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If OneRoof is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, OneRoof will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- (a) OneRoof, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (b) OneRoof's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, we will make repairs); and
- (c) No OneRoof obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by OneRoof's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from OneRoof's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than OneRoof including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by OneRoof or under its control.

6. LIMITATIONS ON LIABILITY

(a) No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTIONS 2 (c) AND 6(C) UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL ONEROOF OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, OneRoof's total liability arising out of relating to this Limited Warranty shall in no event:

- (i) For System Replacement: exceed the greater of (a) the sum of the Monthly Payments over the Term of the Power Purchase Agreement and (b) the original cost of the System; and
- (ii) For damages to your Home, Belongings and Property: exceed two million dollars (\$2,000,000).

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Power Purchase Agreement to the addresses listed below:

TO ONEROOF: OneRoof Energy
c/o OneRoof Energy, Inc.
4445 Eastgate Mall
San Diego, CA 92121

Attention: Warranty Claims
Telephone: 855-785-9554
Email: customercare@oneroofenergy.com

TO YOU: At the billing address in the Power Purchase Agreement
or any subsequent billing address you give us.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

OneRoof may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of OneRoof's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who hosts the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Power Purchase Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

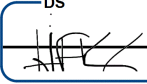
EXHIBIT 3: BILLING INFORMATION

Terms and Conditions for Recurring Payments

THIS AUTHORIZES LESSOR TO AUTOMATICALLY DEDUCT YOUR MONTHLY PAYMENT FROM YOUR BANK ACCOUNT.

1. OneRoof will provide you with a monthly electronic statement of your account. You agree to review each invoice you receive for any errors. Under federal law, you have the right to hold up or stop an electronic funds transfer provided you give your financial institution notice of at least three business days before the scheduled payment date. If you inform OneRoof that an error exists on your statement, we will attempt to correct that error before the payment date and prior to your next statement. We shall bear no liability or responsibility for any losses of any kind that you may incur as a result of an erroneous statement wherein you failed to give timely notice or due to any delay in the actual date on which your account is debited.
2. If any changes occur in the bank account or email address information on your application, you must immediately notify OneRoof of such changes in writing at the following address: c/o Lease Dimensions, P.O. Box 4387, Portland, OR 97208. If OneRoof incurs charge-back fees as a result of inaccurate information you provide, then OneRoof will bill you for those fees.
3. If you either do not notify OneRoof in writing of such changes or do so in an untimely fashion, OneRoof shall bear no liability or responsibility for any losses incurred to the extent permitted by law. OneRoof's sole liability to you shall be OneRoof's obligation to make any appropriate changes once in receipt of your written notification. The actual settlement date (or date the ACH transaction occurs against your checking or savings account) will be no earlier than the invoice due date.
4. OneRoof reserves the right to change these conditions at any time. Notice may be given on or with your bill or by other methods. Either party may terminate this arrangement at any time by giving the other party written notice reasonably in advance of the date of termination or any scheduled settlement date. If you terminate this arrangement, you agree to send payments directly to OneRoof as set forth in this agreement. Termination shall not prevent a debit transaction authorized before any notice of termination.
5. You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfer.
6. Check with your financial institution to see if there are any fees associated with the pre-authorized payment option. You will be responsible for all such fees.
7. You authorize regularly scheduled charges to your checking or savings account. You will be charged for the amount you owe per your invoice each billing period which will fluctuate consistent with your power usage.

Accepted by (Initials)

DS


Please provide OneRoof with the following information:

- Valid personal email address
- Checking account and bank routing number
- A voided copy of a check for the account that shall be deducted

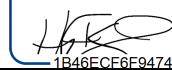
Consent to Disclose or Share Non-Public Information with Affiliates and Non-Affiliates

By signing this form, you consent to the disclosure or sharing of your nonpublic personal information (including but not limited to your Social Security Number) to affiliates and to non-affiliated lenders and other financing parties who provide consumer credit or financing in connection with solar lease agreements or solar power purchase agreements (each a "Financing Party") and each Financing Party's creditors, lenders and financing parties. You acknowledge that this authorization and consent extends to information contained in your current credit report, as well as any future credit report if a Financing Party enters into a lease agreement or power purchase agreement with you. This consent shall remain in effect until revoked or modified by you, which may be done at any time. To revoke your consent, contact OneRoof Energy, Inc. at (855) 697-2348.

You understand that OneRoof Energy, Inc., will maintain the true and correct copy of this consent. You are entitled to a copy of the document upon request. To request a copy, call (855) 697-2348. You may want to make a copy of this document for your records.

Hans Koning DocuSigned by:

Signature:



1B46ECF6F9474E3...

Date:

4/28/2016

Not applicable. Do not sign here.

Signature:

Date:

Not applicable. Do not sign here.

Signature:

Date:

Not applicable. Do not sign here.

Signature:

Date:

Not applicable. Do not sign here.

Signature:

Date:

Not applicable. Do not sign here.

Signature:

Date:

Not applicable. Do not sign here.

Signature:

Date:

Not applicable. Do not sign here.

Signature:

Date:

Exhibit 5

HOME IMPROVEMENT CONTRACT DISCLOSURES

1. Legal name and business address of the seller, including the legal name and business address of the sales representative or agent who solicited or negotiated the contract for the seller:

Legal Name of Seller: Hans Koning , 83 ROBERTA DR MIDDLETOWN, CT 06457

Legal Name of Sales Representative: Giuseppe Caporale. Trinity Solar, 2211 Allenwood Rd Wall, NJ 07719

2. Description of the work to be done and the principal products and materials to be used or installed in performance of the contract (including, where applicable, the name, make, size, capacity, model, and model year of principal products or fixtures to be installed, and the type, grade, quality, size or quantity of principal building or construction materials to be used.

Description of Work: Residential home Installation of Solar Photovoltaic System

Products and Materials: Trina 260 | SolarEdge 47 modules and LGate Monitor or equivalent products, plus racking, flashing and balance of system required for installation

3. Total price or other consideration to be paid by the buyer: See attached Production Estimate Addendum.

4. Start and Completion Dates. The approximate start date for installing the System and the approximate completion date for installing the System are as follows:

Start Date: _____

Completion Date: _____

The approximate completion date may be subject to delay due to adverse weather conditions, natural disaster, delay in receipt of materials or equipment, strikes or other labor disruptions, or any other condition beyond the reasonable control of OneRoof. You agree that the approximate completion date is not an essential term of the Lease.

5. Mechanics' Liens. NOTICE TO CONSUMER: ANY CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN WHO PROVIDES HOME IMPROVEMENT GOODS OR SERVICES PURSUANT TO THIS PPA AND WHO IS NOT PAID MAY HAVE A VALID LEGAL CLAIM AGAINST YOUR PROPERTY KNOWN AS A MECHANIC'S LIEN. ANY MECHANIC'S LIEN FILED AGAINST YOUR PROPERTY MAY BE DISCHARGED. PAYMENT OF THE AGREED-UPON PRICE PRIOR TO FILING OF A MECHANIC'S LIEN MAY INVALIDATE SUCH LIEN. THE OWNER MAY CONTACT AN ATTORNEY TO DETERMINE HIS RIGHTS TO DISCHARGE A MECHANIC'S LIEN.

6. Right of Cancellation. YOU, THE LESSEE, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE ON WHICH YOU SIGN THIS LEASE. SUCH CANCELLATION SHALL BE BY WRITTEN NOTICE TO ONEROOF.



Power Purchase Agreement Production Estimate Addendum

Congratulations!

Homeowner Name and Address	Co-Owner Name(s) (If Any)
Hans Koning 83 ROBERTA DR MIDDLETOWN, CT 06457	

You are on your way to clean, more affordable energy. We estimate that your System's first year annual production will be 12,636 kWh. Over the next 20 years we estimate that your System will produce 236,098 kWh. We also confirm that your energy rate will be \$0.115 per kWh, (i.e. electricity rate \$0.115 and tax rate \$0.00). Your energy rate, exclusive of taxes, will never increase more than 2.9% per year.

We estimate that your average first year monthly payments will be \$121.10, however actual monthly payments may fluctuate throughout the year based on natural changes in sun exposure. The following is an example of how power production and monthly payments may vary through the year based for your region.

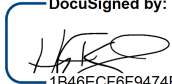
Month Example	Example Production Breakdown (kWh)	Example Payment
1	698.47	\$80.32
2	560.07	\$64.41
3	1,040.52	\$119.66
4	1,557.19	\$179.08
5	1,476.12	\$169.75
6	1,745.06	\$200.68
7	1,483.69	\$170.62
8	1,412.82	\$162.47
9	913.55	\$105.06
10	799.10	\$91.90
11	617.08	\$70.96
12	332.79	\$38.27



Power Purchase Agreement Production Estimate Addendum Schedule of Termination Amounts

Year of Calculation	Termination Amount
5	\$32,747
6	\$28,113
7	\$27,754
8	\$27,324
9	\$26,819
10	\$26,236
11	\$25,571
12	\$24,819
13	\$23,977
14	\$23,026
15	\$21,962
16	\$20,778
17	\$19,468
18	\$18,027
19	\$16,447
20	\$14,722

As soon as you acknowledge the above design and production details by signing below, we will schedule your installation. If you have any questions or concerns please contact your Sales Representative.

Hans Koning
 Signature: 
 Date: 4/28/2016

DocuSigned by:
 1B46ECF6E9474E3...

Not applicable. Do not sign here.
 Signature: _____
 Date: _____

Not applicable. Do not sign here.
 Signature: _____
 Date: _____

Not applicable. Do not sign here.
 Signature: _____
 Date: _____

Not applicable. Do not sign here.
 Signature: _____
 Date: _____

Not applicable. Do not sign here.
 Signature: _____
 Date: _____

Not applicable. Do not sign here.
 Signature: _____
 Date: _____

Not applicable. Do not sign here.
 Signature: _____
 Date: _____

FACTS	WHAT DOES ONEROOF ENERGY, INC. ("ONEROOF") DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ■ Social Security number and checking account information ■ payment history and income ■ credit scores and credit history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons OneRoof chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does OneRoof share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing, Call (855) 697-2348 - our menu will prompt you through your choice(s). Visit us online: www.oneroofenergy.com or mail the form below. Please note: If you are a *new* customer, we can begin sharing your information [30] days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions?	Call (855) 697-2348 or go to www.oneroofenergy.com
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Mail-in Form		
<p>Leave Blank OR [If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.]</p> <p><input type="checkbox"/> Apply my choices only to me]</p>	<p>Mark any/all you want to limit:</p> <p><input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.</p> <p><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</p> <p><input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.</p>	
	Name	
	Address	
	City, State, Zip	
	[Account #]	
		<p>Mail to: OneRoof Energy 4445 Eastgate Mall Rd. Suite 240 San Diego, CA 92121</p>



Who we are	
Who is providing this notice?	OneRoof Energy, Inc. (OneRoof) is providing this privacy notice.
What we do	
How does OneRoof protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does OneRoof collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Apply for financing ■ Apply for a lease ■ Provide account information ■ Give us your contact information ■ Give us your wage statements <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes – information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other important information	
■	<ul style="list-style-type: none"> ■ California Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account, or with your authorization. In addition, we will not share information with our affiliates except as permitted by California law or with your authorization ■ Vermont Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account, or with your authorization. In addition, we will not share information with our affiliates except as permitted by Vermont law or with your authorization

Department of Revenue Services
 State of Connecticut
 25 Sigourney Street
 Hartford CT 06106-5032

(New 07/07)

CERT-140

Solar Heating Systems, Solar Electricity Generating Systems, and Ice Storage Cooling Systems

General Purpose: A contractor, property owner, or tenant uses this certificate to purchase the following items exempt from sales and use taxes:

- Solar energy electricity generating systems;
- Passive solar water or space heating systems;
- Active solar water or space heating systems;
- Geothermal resource systems;
- Equipment related to any of the systems above; **and**
- Services described in Conn. Gen. Stat. §12-407(a)(37)(I) relating to the installation of any of the systems above.

A contractor, property owner, or tenant uses this certificate to purchase the following items exempt from sales and use taxes for a utility ratepayer who is billed by a utility on a time-of-service metering basis:

- Ice storage systems used for cooling;
- Equipment related to ice storage cooling systems; **and**
- Services described in Conn. Gen. Stat. §12-407(a)(37)(I) relating to the installation of ice storage cooling systems.

This certificate advises the seller that the purchase of the system, equipment for the system, or services related to the installation of the system is exempt from tax. This certificate may only be used for purchases exempt under 2007 Conn. Pub. Acts 242, §68. See **Special Notice 2007(7)**, *2007 Legislation Granting a Connecticut Sales and Use Tax Exemption for Sales of Solar Heating Systems, Solar Electricity Generating Systems, and Ice Storage Cooling Systems*.

Statutory Authority: 2007 Conn. Pub. Acts 242, §68.

Instructions for the Purchaser: A purchaser of a solar energy electricity generating system, passive or active solar water or space heating system, or geothermal resource system, including equipment related to the system, and sales of services described in Conn. Gen. Stat. §12-407(a)(37)(I) related to the installation of the system can sign and issue this certificate to advise the seller of these items that the purchase is exempt.

A purchaser of an ice storage system used for cooling, equipment related to the system, and services described in Conn. Gen. Stat. §12-407(a)(37)(I) related to the installation of the system for a utility ratepayer who is billed by the utility on a time-of-service metering basis can sign and issue this certificate to advise the seller of these items that the purchase is exempt.

Keep a copy of the certificate and records that substantiate the information entered on this certificate for at least six years from the date it is issued. If you have a Connecticut Tax Registration Number, enter the tax registration number. If you have a tax registration number assigned by another state, enter the other state's tax registration number and identify the state.

The purchaser must provide the address where the services are being performed when purchasing services relating to the installation of a solar energy electricity generating system, passive or active solar water or space heating system, or geothermal resource system.

The purchaser must provide the address where the services are being performed when purchasing services relating to the installation of an ice storage system used for cooling for a utility ratepayer who is billed by the utility on a time-of-service metering basis.

The purchaser must provide the address where a solar energy electricity generating system, passive or active solar water or space heating system, geothermal resource system, or ice storage cooling systems, including equipment related to any of these systems, are to be installed if the information is available at the time that this certificate is issued.

Instructions for the Seller: Acceptance of this certificate, when properly completed, relieves the seller from the burden of proving that the sale and storage, use, or other consumption of the items described above are not subject to sales and use taxes. This certificate is valid only if taken in good faith from the person who is purchasing the items. The good faith of the seller will be questioned if the seller has knowledge of the facts that suggest the purchaser is not purchasing a system, equipment related to the system, and services related to installing the system that qualifies for exemption under 2007 Conn. Pub. Acts 242, §68 and, in the case of a purchase of an ice storage system used for cooling, good faith will also be questioned if the seller has reason to believe the purchase is not made for a utility ratepayer who is billed on a time-of-service metering basis. Keep this certificate and bills or invoices to the purchaser for at least six years from the date of the purchase. The bills, invoices, or records covering all purchases made under this certificate must be marked to indicate this was an exempt purchase. The words "Exempt under CERT-140" satisfy the requirement.

This certificate can be used for individual exempt purchases of the tangible personal property described above or of services described in Conn. Gen. Stat. §12-407(a)(37)(I), in which event the purchaser must check the box marked "Certificate for One Purchase Only." The certificate can also be used for a continuing line of exempt purchases of the tangible personal property described above, in which event the purchaser must check the box marked "Blanket Certificate." A blanket certificate remains in effect for a three-year period unless the purchaser revokes it in writing before the period expires.

For More Information: Call Taxpayer Services at 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) or 860-297-5962 (from anywhere). **TTY, TDD, and Text Telephone users** only may transmit inquiries anytime by calling 860-297-4911. Visit the Department of Revenue Services (DRS) website at www.ct.gov/DRS to preview and download forms and publications.

Name of Purchaser Hans Koning	Address 83 ROBERTA DR MIDDLETOWN, CT 06457	CT Tax Registration Number (If applicable)	Federal Employer ID # (If applicable)
Name of Seller OneRoof Energy, Inc.	Address 4445 Eastgate Mall Rd. San Diego, CA 92121	CT Tax Registration Number (If none, explain.) 63928709	Federal Employer ID # 38-3928357
Check one box: <input type="checkbox"/> Blanket certificate for purchase of tangible personal property described below <input checked="" type="checkbox"/> Certificate for one purchase only of tangible personal property or services described below			
Check the appropriate box(es) and provide a written description of each item purchased: <input checked="" type="checkbox"/> Solar energy electricity generating systems; <input type="checkbox"/> Passive solar water or space heating systems; <input type="checkbox"/> Active solar water or space heating systems; <input type="checkbox"/> Geothermal resource systems; <input type="checkbox"/> Equipment related to any of the systems above; <input type="checkbox"/> Services described in Conn. Gen. Stat. § 12-407(a)(37)(I) relating to the installation of any of the systems above; <input type="checkbox"/> Ice storage systems used for cooling; <input type="checkbox"/> Equipment related to ice storage cooling systems; or <input type="checkbox"/> Services described in Conn. Gen. Stat. § 12-407(a)(37)(I) relating to the installation of ice storage cooling systems.			
Description Power purchased from Solar PV System installed at below address.			
Provide the address where systems and related equipment purchased with this certificate are intended to be used, if available. Provide the address where services related to the installation of systems described above purchased with this certificate will be performed. This must be completed if services related to the installation of the systems are purchased. Street Address: <u>83 ROBERTA DR</u> City, State, ZIP Code: <u>MIDDLETOWN, CT 06457</u>			

Declaration by Purchaser

The item(s) described above qualify for exemption under 2007 Conn. Pub. Acts 242, §68.

Declaration: I declare under penalty of law that I have examined this return or document (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.

Hans Koning
Name of Purchaser

By: _____
Authorized Signature of Property Owner, Tenant, or Contractor Title Date



PROPERTY OWNER CONSENT

Property Owner: Hans Koning

Property Address: 83 ROBERTA DR

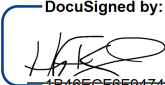
City: MIDDLETOWN

State: CT

Zip: 06457

Phone: (860) 924-8626

I hereby give permission to OneRoof Energy, Inc. DBA ORE Solar and its contractors to pull the required permits for a photovoltaic solar installation on my property.

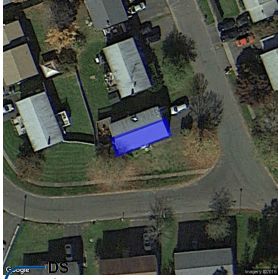
Signature:  1B46ECF0F9474E3...

Date: 4/28/2016



Homeowner Design Approval

Hans Koning
83 ROBERTA DR
MIDDLETOWN, CT 06457

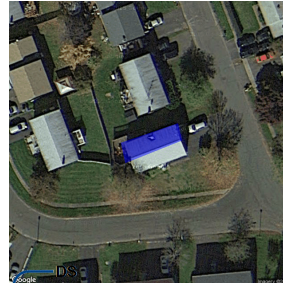


Plane 1
roof1

855 sq feet
25° pitch
98% sun
159° azimuth

HAK

Initial



Plane 2
roof2

795 sq feet
25° pitch
99% sun
339° azimuth

HAK

Initial

I, Hans Koning, hereby accept and confirm that I have reviewed the roof design layout.
I am also aware that the installation team, based on site conditions, may do minor corrections.

Hans Koning
Homeowner name

DocuSigned by:
HAK
1B46ECF6F9474E3...
Signature

4/28/2016
Date