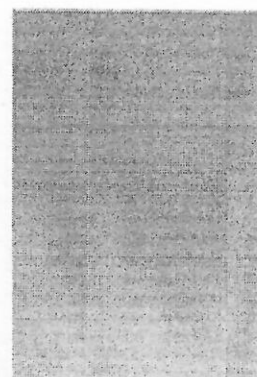
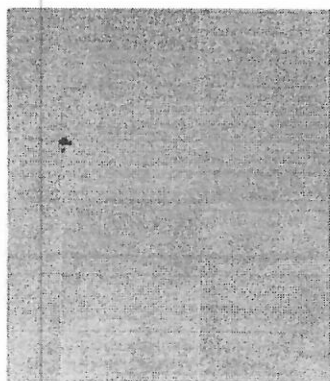


OneRoof Energy's
residential power purchase

agreement



oneroof. one sun. zero surprises.



ONEROOF
ENERGY DBA ORE SOLAR


ONEROOF
 ENERGY DBA ONE SOLAR

OneRoof Energy's Residential Power Purchase Agreement

Date: 11/10/2015

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

System installation cost **\$0**

Initial Electricity rate per kWh **\$0.149**

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 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)
Lynn C Renzema and TODD W RENZEMA 8749 Cottonwood Santee, CA 92071	TODD W RENZEMA

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 | (866) 871-6399
 CA STATE CONTRACTORS LICENSE NUMBER: 999503

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 \$0.149 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 \$0.149 per kWh is composed of an electricity rate of \$0.149 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, Notice of an Independent Solar Energy Producer Contract, 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). 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. 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.

22. NOTICE OF RIGHT TO CANCEL.

YOU MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY 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: _____
Date: _____

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.

Lynn C Renzeau Signed by:

Signature: 
21FE596FD9264DE...

Date: 11/10/2015

Not applicable. Do not sign here.

Signature: _____

Date: _____

TODD W RENZEAU Signed by:

Signature: 
21FE596FD9264DE...

Date: 11/10/2015

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: _____