

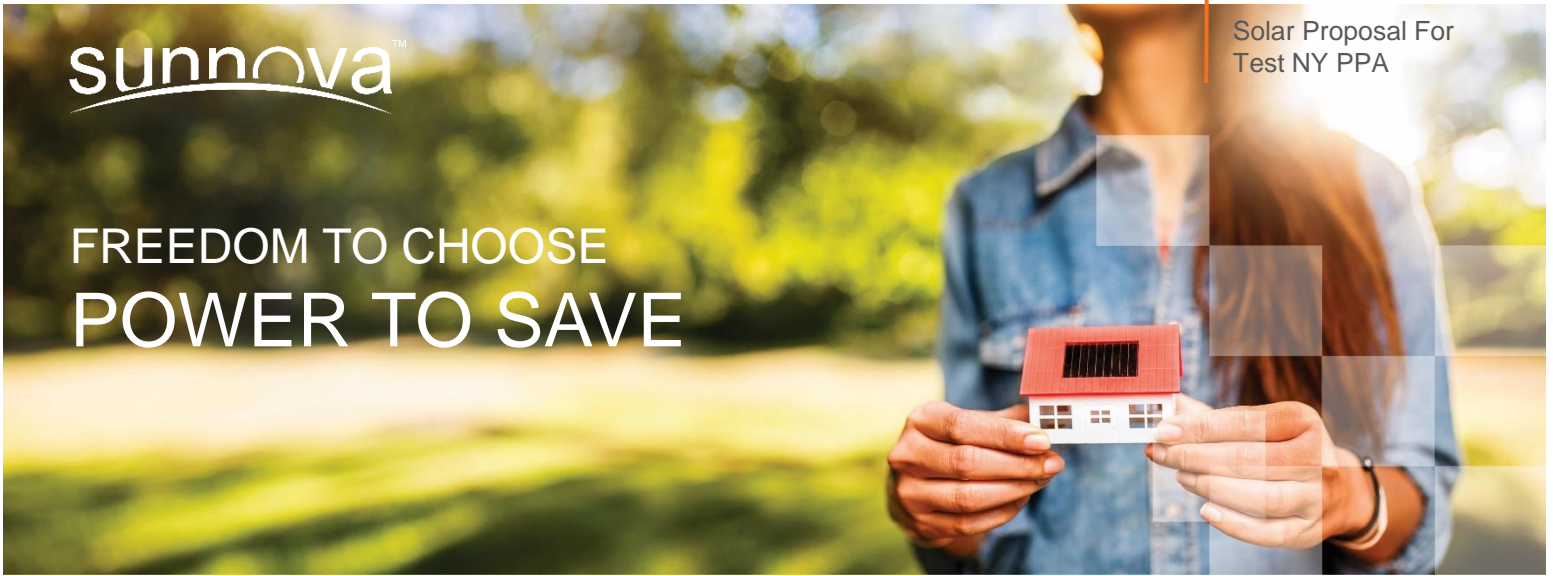
Solar Proposal For  
Test NY PPA  
3355 Tonawanda Creek  
Road  
Buffalo, NY 14228-1506  
2819859900  
sfdc.developer@sunnova.c  
om

Prepared by  
Iwana Leftwich  
Sunnova Energy Corporation  
TX-1255464

EZ Pay PPA



# FREEDOM TO CHOOSE POWER TO SAVE



## You're choosing a different kind of power company

Welcome to Sunnova, one of the largest residential solar service providers in the U.S. Since we started in 2012, our growth has been driven by a simple premise: People deserve an affordable choice when it comes to powering their home.

In the past four years, we've received the backing of some of the country's most important financial institutions and raised more than \$1.5 billion from investors. What that means for you is that when you sign an agreement with us, you can rest assured that we'll be around to take care of you.

Each of our solar service plans, including the one you're looking at today, doesn't require a down payment and comes with a comprehensive<sup>1</sup>, 25-year warranty. That means two things:

1. You should start seeing savings<sup>2</sup> shortly after the system is in service, and
2. If any piece of the solar system, including the wires, needs to be replaced or repaired, we'll take care of it.

You're taking the first step in joining tens of thousands of solar customers all over the country, from Hawaii to New York. Going solar is an important choice and you're choosing a company that will be with you every step of the way.

We're glad you've chosen to save money with solar and we look forward to serving you.

## A partnership that works for you

Sunnova partners with hand-picked, local solar companies across the country to help you make the switch to solar. Together, Sunnova and Sunnova Energy Corporation will ensure your system is designed and built to meet our high quality standards.

## Featured in

The Washington Post

BloombergBusiness

Forbes FOX BUSINESS FORTUNE

FINANCIAL TIMES

THE WALL STREET JOURNAL

FAST COMPANY

HOUSTON CHRONICLE 

 REUTERS

# Sunnova Energy Corporation |

<sup>1</sup> Refer to the Warranty Agreement for complete warranty terms and limitations.

<sup>2</sup> Actual savings will vary based on your electricity usage and utility rates.

## What's in it for you?

Going solar with Sunnova means greater control over your total annual energy costs while doing something good for the environment.



### LOWER ELECTRICITY BILLS

On average, our customers save 18% annually on their electric bills by going solar.<sup>1</sup>



### CLEAN, SUSTAINABLE ENERGY

One million solar installations in the U.S. offset 34 million metric tons of CO<sub>2</sub> emissions annually. That's equivalent to the emissions of nine coal power plants in a single year!<sup>2</sup>

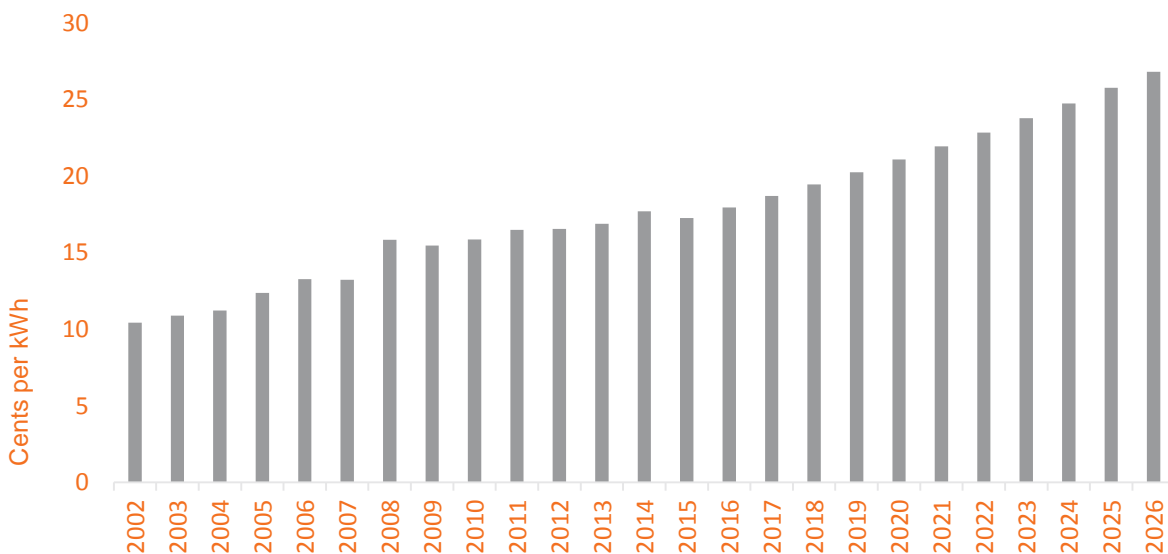
See? Going solar makes a difference!

## Protection from rising utility rates

Utility rates traditionally rise over time. You have no control over when or how much they will rise. With solar from Sunnova, you can take more control over your electric costs by locking in a low kWh rate over 25 years providing you more predictability.<sup>3</sup> Now that's a smart move.

### HISTORICAL AND PROJECTED UTILITY RATES

Source: U.S. Energy Information Administration. Sunnova assumes 4% annual rate increase after 2015.



<sup>1</sup> Sunnova makes no guarantees regarding credit for net energy exported to the electric grid, and any credit provided (now or in the future) is subject to change or termination by executive, legislative or regulatory action.

<sup>2</sup> According to the SEIA (Solar Energy Industries Association).

<sup>3</sup> Utility rates and utility rate structures are subject to change and cannot be accurately predicted. Your electricity usage may also vary from month to month. Projected savings from your solar system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

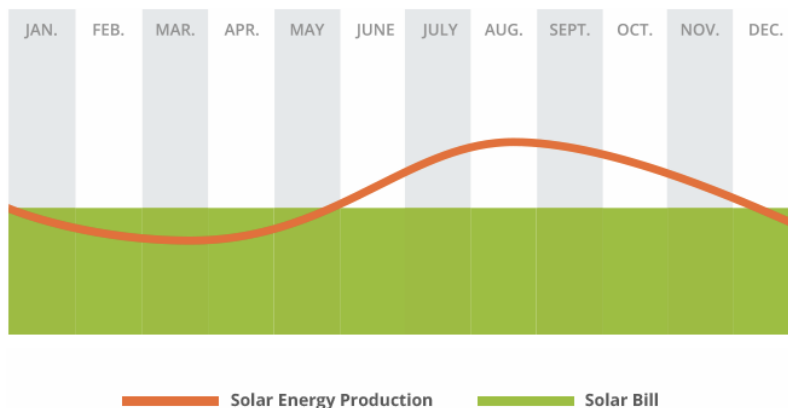
## Go solar and save with the EZ Pay PPA Plan

PPA stands for power purchase agreement. Instead of paying for the solar power system on your roof, you're actually paying for the power it produces. With the EZ Pay PPA, you get a locked-in rate and a fixed monthly bill. The locked-in rate gives you immediate and long-term savings<sup>1</sup>, while the fixed monthly bill gives you greater control over your budget. We call that a win-win.

PLAN FEATURES	PLAN BENEFITS
<b>No upfront costs</b>	Immediate savings since there's no initial investment <sup>1</sup>
<b>Locked-in, low rate per kWh</b>	Predictable monthly payments for easier budgeting <sup>1</sup>
<b>Comprehensive warranty<sup>2</sup></b>	An unmatched warranty that covers the solar system components for 25 years, eliminating out-of-pocket expenses for system maintenance or equipment repairs and replacements.
<b>24/7 system monitoring and performance guarantee</b>	Keeps systems functioning optimally; detects and resolves any problems at no additional cost
<b>Transferable agreement</b>	Homebuyer benefits from solar savings if you sell your home
<b>25-year agreement term</b>	Long-term, locked-in low kWh rate <sup>1</sup>

## How your plan works

With your plan, while your production may vary month to month, your bill will stay fixed based on estimated annual production. Solar energy production depends on how much sunlight hits the panels. Factors like weather, season and time of day will affect how much energy is produced. For example, in the summer, when days are long, your system's monthly production will be higher than in the winter, when days are shorter. At night, your system won't generate energy at all. When your system isn't producing power, the utility will supply electricity to your home.



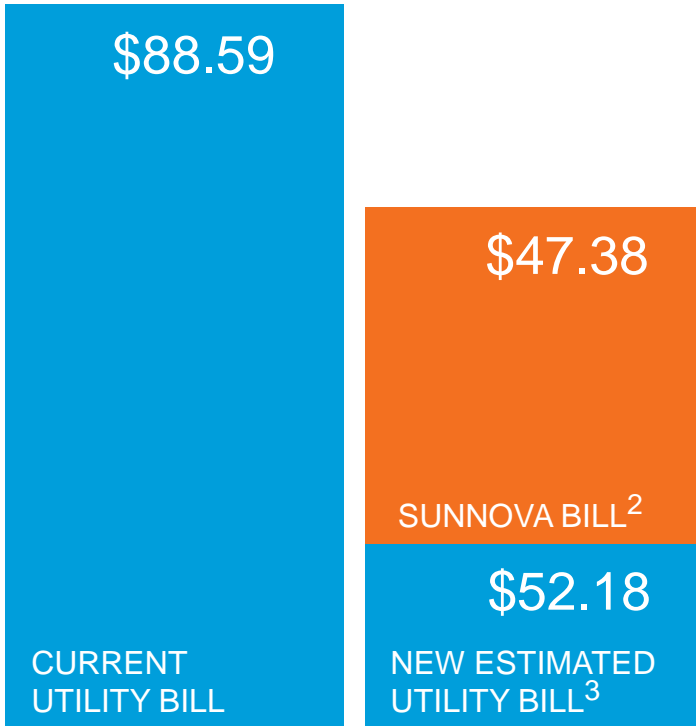
<sup>1</sup>Utility rates and utility rate structures are subject to change and cannot be accurately predicted. Your electricity usage may also vary from month to month. Projected savings from your solar system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.

<sup>2</sup> Refer to the Warranty Agreement for complete warranty terms and limitations.

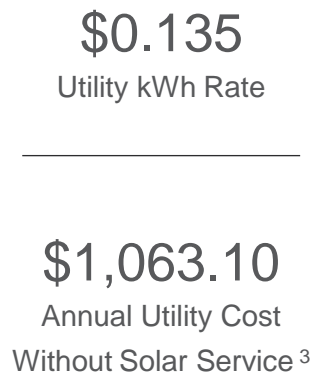
## Solar by the numbers

Get started today for zero down. Your 3.380 kW system is estimated to produce 3,978 kWh during the first year and 93,699 kWh over the life of the 25 year agreement.

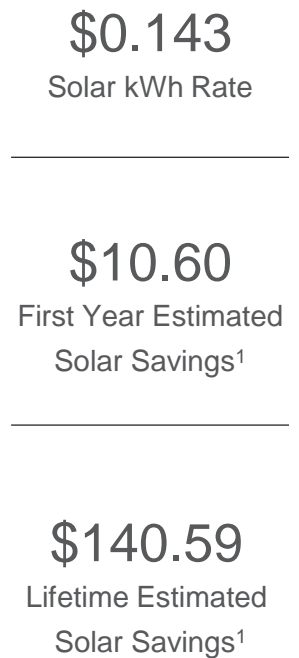
### CURRENT & FUTURE MONTHLY ENERGY COST



### UTILITY

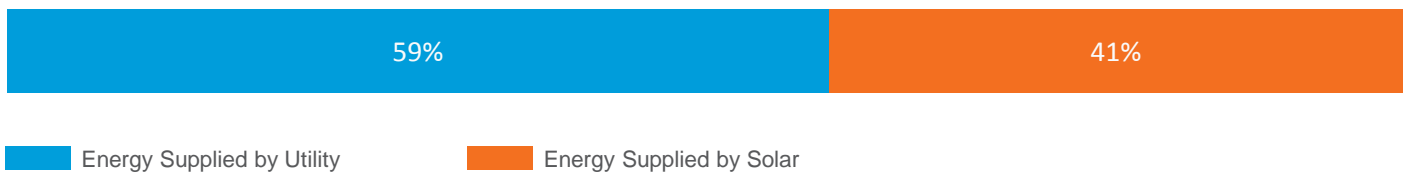


### SOLAR



An escalator can provide significant savings in the early years of your solar agreement by providing a lower initial price per kWh, which will increase slightly and predictably every year. This proposal includes an escalator of 0.0 % .

### ENERGY MIX



<sup>1</sup> Savings are based on the estimated system production and are a function of the difference between the cost of the service agreement and the avoided cost of electricity from your utility. The energy usage and savings referenced herein are for discussion purposes only and should not be relied on. The estimated lifetime savings include the \$5,000 NY state tax incentive. Customers may receive a NY state tax credit of 25% of the annual solar payment with a cap of \$5,000 or 15 years, whichever happens first. Contact your personal tax advisor for eligibility requirements. Sunnova does not provide tax advice. Sunnova makes no guarantees regarding customer eligibility for tax benefits.

<sup>2</sup> Assumes automated clearing house (ACH) direct debit discount.

<sup>3</sup> Utility rates and utility rate structures are subject to change and cannot be accurately predicted. Your electricity usage may also vary from month to month. Projected savings from your solar system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action. Assumes an annual utility rate increase of 0.9 %.

## Savings over time

The chart below assumes that the ACH payment method is selected.

Year	Old Bill	New Bill	Sunnova Payments	Estimated NY State Tax Incentive <sup>1</sup>	Net Savings <sup>2</sup>	Cumulative Savings <sup>2</sup>
1	\$1,063	\$626	\$569	\$142	\$11	\$11
2	\$1,073	\$634	\$566	\$141	\$15	\$25
3	\$1,082	\$642	\$563	\$141	\$18	\$44
4	\$1,092	\$650	\$560	\$140	\$22	\$66
5	\$1,102	\$658	\$557	\$139	\$26	\$92
6	\$1,112	\$666	\$554	\$139	\$30	\$122
7	\$1,122	\$674	\$552	\$138	\$34	\$156
8	\$1,132	\$682	\$549	\$137	\$38	\$194
9	\$1,142	\$691	\$546	\$137	\$42	\$236
10	\$1,152	\$699	\$543	\$136	\$46	\$281
11	\$1,163	\$708	\$541	\$135	\$50	\$331
12	\$1,173	\$716	\$538	\$135	\$53	\$384
13	\$1,184	\$725	\$535	\$134	\$57	\$441
14	\$1,194	\$734	\$533	\$133	\$61	\$503
15	\$1,205	\$743	\$530	\$132	\$65	\$568
16	\$1,216	\$752	\$527	\$0	(\$63)	\$505
17	\$1,227	\$761	\$525	\$0	(\$58)	\$446
18	\$1,238	\$770	\$522	\$0	(\$54)	\$392
19	\$1,249	\$779	\$519	\$0	(\$49)	\$343
20	\$1,260	\$788	\$517	\$0	(\$45)	\$298
21	\$1,272	\$798	\$514	\$0	(\$40)	\$257
22	\$1,283	\$807	\$512	\$0	(\$36)	\$221
23	\$1,295	\$817	\$509	\$0	(\$31)	\$190
24	\$1,306	\$827	\$507	\$0	(\$27)	\$163
25	\$1,318	\$837	\$504	\$0	(\$22)	\$141

## Utility assumptions

Utility provider	National Grid Generation dba National Grid (KeySpan Energy)	Electric rate increase	0.9 %
Current utility rate plan	Residential and Farm	Average monthly usage	658 kWh
Average monthly electric bill	\$88.59	Average annual usage	7,898 kWh
Average annual electric bill	\$1,063.10	Utility kWh rate	\$0.135

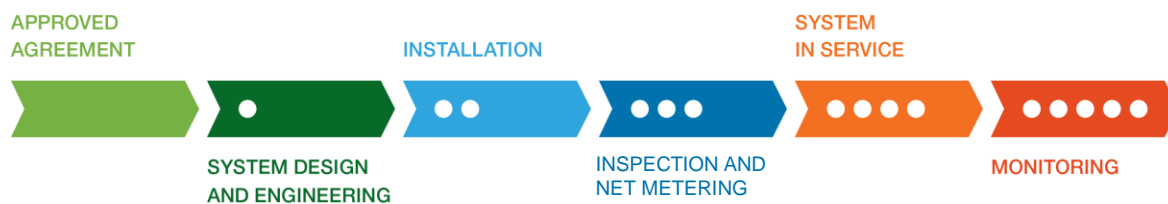
<sup>1</sup> In the state of NY, customers may receive a state tax credit of 25% of the annual solar payment with a cap of \$5,000 or 15 years, whichever happens first. Contact your personal tax advisor for eligibility requirements. Sunnova does not provide tax advice. Sunnova makes no guarantees regarding customer eligibility for tax benefits.

<sup>2</sup> Utility rates and utility rate structures are subject to change and cannot be accurately predicted. Your electricity usage may also vary from month to month. Projected savings from your solar system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action. Assumes an annual utility rate increase of 0.9 %.

## The path to greater control and energy savings

Sunnova and Sunnova Energy Corporation work together to get your system installed and producing power as quickly as possible.

The length of time required for each step in the installation process will vary depending on factors including obtaining any necessary permits, utility approval for net metering and interconnection of your system.



## Here's what our customers are saying

We know that when it comes to making a decision like going solar, referrals and customer experience matter. We check in with our customers regularly and this is what they are saying.



"Everyone was very pleasant to deal with. We were treated as if we were the only customer and got excellent attention. This included everyone from the sales rep, installers, account reps to customer service reps."

**Karen S. – Turnersville, NJ**



"I'm at ease with my decision to go solar with Sunnova, knowing that they gave me a more than fair price. I can relax without worrying that my electric bill will shoot sky high."

**Paul G. – Chino, CA**



"Everyone I worked with was professional and kept me informed all the way through the entire process."

**Gloria C. – Peoria, AZ**



"The installation was quick and clean. [Sunnova] followed up several times to make sure all was well. The panels are generating power as promised."

**Joel K. – Stoughton, MA**

To find out more, visit us at [www.sunnova.com](http://www.sunnova.com)



## Frequently asked questions

### What is the estimated production?

At the end of each year, Sunnova compares your solar system's actual production to the estimated production stated in your solar service agreement. You may be compensated for the difference if your actual annual production is less than what was estimated. If your system generates more energy than estimated (overproduction), your estimated kWh production for the following year may be increased, and your monthly payment may be adjusted to reflect the increase in estimated production.

### What does the warranty cover?

Your comprehensive warranty<sup>1</sup> covers all system maintenance, as well as repairs or part replacements, for the lifetime of your service agreement. We call it "worry-free" maintenance because we take care of it at no cost to you.

### Why are agreements 25 years in duration?

The reason for the 25-year term on our solar service agreements is to keep your rate per kWh as low as possible — for as long as possible. We lock in your solar savings so you can enjoy peace of mind for years to come.

### What if I sell my home prior to the end of the solar service agreement?

If you sell your home, you can simply transfer your solar service agreement to the homebuyer, passing the savings produced by the solar energy. The Sunnova Customer Service team will walk you through the entire process, but it's important that you contact us by email at [customerservice@sunnova.com](mailto:customerservice@sunnova.com), or by phone at 855.277.6379, as soon as you decide to sell your home.

### What happens if the solar service agreement outlives me?

In the event of your passing, your heirs will be able to enjoy solar savings by simply continuing to make your monthly payments. If they sell the home, they can transfer the solar service agreement to the homebuyer.

### What happens if I need to remodel or update my roof during the agreement term?

Let us know at least 45 days in advance of your home improvements so that we can work with you to schedule removal of your solar panels. Once your home improvements are complete, we will reinstall the panels. You will be responsible for the time and materials expense to remove and reinstall the panels.

### What is net metering?

With a net energy metering program, the utility credits you for any energy your solar system produces that you don't use. If you use more energy than your solar system provides, you pay the utility for that energy. Your utility company makes the rules for its Net Metering Program. Check with your utility for specific details regarding whether it credits you for any excess energy your system generates and exports to the electric grid — and if so, how the credits work.

### What is the agreement validation?

The agreement validation is simply a quick confirmation of your payment information and other important details once you've signed your loan and service agreement. It helps ensure that everything is in place, so we can move forward with the installation of your system.

### Will I receive a bill from both the utility company and from Sunnova?

Yes. You should expect to continue to receive a bill from your utility company for basic service and any power needs not supplied by your solar system. Your Sunnova bill is for your solar service agreement payment.

### How much will my utility bill be?

Sunnova provides an estimated production in our service agreements; however, we cannot guarantee your bill from the utility company will be a specific amount after going solar. Your utility bill will depend on the amount of energy you use from the grid after your solar production is subtracted.

### Will I still be on the electric grid?

Yes, your solar system will be connected to the electric grid. The interconnection between your solar system and the electric grid creates a bidirectional, give-and-take relationship between you and the utility company. This concept is known as net metering, and it enables you to both consume energy from the electric grid and export excess energy to it.

### How will I know if my solar system is working properly?

Your solar system functions very quietly. But rest assured that doesn't mean it isn't working. In fact, Sunnova monitors the system 24/7 to ensure it's producing the amount of power estimated in your agreement. Once the system is in service, you can track your production through your MySunnova customer account.

<sup>1</sup> Refer to the Warranty Agreement for complete warranty terms and limitations.



**HOMEOWNER**

Test NY PPA

**DATE ISSUED**

3/14/2018 2:42 PM

**ADDRESS**

 3355 Tonawanda Creek Road  
 Buffalo, NY 14228-1506

**INSTALLATION LOCATION**

 3355 Tonawanda Creek Road  
 Buffalo, NY 14228-1506

## \$0.00

Upfront costs

## \$0.143

 Rate per kWh  
 (year one)

## \$47.38

 Monthly payment  
 (year one)

## 25 years

Agreement term

**AGREEMENT BENEFITS**

- Sunnova Energy Corporation and Sunnova will install a 3-kilowatt solar power system on your home.
- Your system is estimated to produce 3,978 kilowatt hours in the first year of service.
- The rate you pay will never increase by more than 0.0 % per year.
- You may renew this agreement for up to two successive five-year terms at the end of the original 25-year term.
- If you choose not to renew the agreement at the end of your 25-year term, Sunnova will remove the system at no cost to you.
- You will receive a 10% discount each month when you set up automatic payments from your checking or savings account (pricing above already reflects discount).
- Your agreement is transferable to the new homeowner if you sell your home.
- Your Solar Service Agreement includes your down payment of \$0.00.

**INSTALLATION PROCESS**

- Your agreement gives you a 7-day cancellation period without incurring any fees. After the 7-day period, a fee may be assessed to offset expenses incurred by Sunnova and Sunnova Energy Corporation .
- Any savings estimate is dependent on the energy usage information you provided us, and may change as your usage and utility rates change over time.
- Sunnova Energy Corporation will complete the design and engineering drawings for your system, and Sunnova will review the final design to ensure it meets our high quality standards.
- Your system activation may experience delays as a result of the process for obtaining the necessary building permits and utility approval for net metering and interconnection of your system. Once your system is installed, it must still pass utility inspection before you can turn it on.
- Once your system is turned on and operating, you will receive two monthly electricity bills: one from your utility and one from Sunnova.
- When the electric grid goes down, your solar power system will not work.

I have reviewed, understand and agree with the above agreement terms and process.

The pricing provided in this EZ Pay PPA Agreement is valid until April 12, 2018

Homeowner's initials

*dl.initialhere.3*

Homeowner's initials

*dl.initialhere.3*

3/15/2018

## SUMMARY

Homeowner Name and Address	Co-Owner Name (If Any)	Installation Location	Installer Information and License
<b>Test NY PPA</b> <b>3355 Tonawanda Creek Road</b> <b>Buffalo,</b> <b>NY 14228-1506</b>		<b>3355 Tonawanda Creek Road</b> <b>Buffalo, NY 14228-1506</b>	<b>Sunnova Energy Corporation</b> <b>20 Greenway Plaza Suite 475</b> <b>Houston, Texas 77046</b>  License <b>TX-1255464</b>
Contract ID <b>KU001656305</b>			Partner Sales Project Tracking HIS# 123 ABC Sunnova NY PC7158
<b>Estimated Solar Energy Production</b>			
	Estimated First Year Annual Production:	3,978 kWh	
	Estimated Initial Term Total Production:	93,699 kWh	
<b>Payment Terms</b>			
	Amount Due at Contract Signing:	\$0.00	
	Installation Fee:	\$0.00	
	Annual Increase of Solar Energy Rate:	0.0 % / year	
	First Year Solar Energy Rate, if paid by ACH:	\$0.143 / kWh	
	First Year Solar Energy Rate, if <u>not</u> paid by ACH:	\$0.157 / kWh	
	Monthly Bill in First Year, if paid by ACH:	\$47.40 / month	
	Monthly Bill in First Year, if <u>not</u> paid by ACH:	\$52.04 / month	

### 1. Introduction.

This Power Purchase Agreement (this “Power Purchase Agreement” or “PPA”) is the agreement between you and Sunnova Energy Corporation (together with its successors and assigns, “Sunnova” or “we”), covering the sale to you of the power produced by the solar panel system (the “System”) described below. Sunnova agrees to sell to you, and you agree to buy from Sunnova, all of the power produced by the System on the terms and conditions described in this Power Purchase Agreement. The System will be installed by Sunnova or a contractor acting on Sunnova’s behalf at the address you listed above. This Power Purchase Agreement will refer to this address as the “Property” or your “Home.” Sunnova provides you with a Limited Warranty (the “Limited Warranty”). The Limited Warranty is attached as **Exhibit 1**. This is a legally binding agreement with disclosures required by law, so please read everything carefully. If you have any questions regarding this Power Purchase Agreement, please ask your Sunnova sales consultant. Note that references in this PPA to the term “day” means a calendar day.

### 2. Term.

Sunnova agrees to sell you the power generated by the System for 25 years (300months), plus, if the Interconnection Date is not on the first day of a calendar month, the number of days left in that partial calendar

month. 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. Sunnova will notify you by email when the System is ready to be turned on.

### 3. Power Purchase Agreement Payments; Amounts.

- (a) Power Price. You are purchasing the power the System produces. The price of that power is set forth on the “Value Statement” attached as **Schedule A**.
- (b) Payments. **Schedule A** details, among other things, (i) the price per kWh you will be charged per Year; (ii) the annual price per kWh percentage increase (if any); (iii) Sunnova’s estimate of the power that is expected to be produced by the System during the first Year; (iv) Sunnova’s estimate of the amount of power that is expected to be produced by the System over the entire Term (excluding any renewal period(s) extending the Term as provided in Section 10); and (v) your Monthly Payment amount for the first Year. Your “Monthly Payment” is calculated based on the following: (A) the annual price per kWh multiplied by (B) the estimated kWh output per Year (“Estimated Annual Production”) divided by (C) twelve (12). Each Monthly Payment is due on the seventeenth (17th) calendar day of the month for

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the previous calendar month unless it is not a business day, in which event, the Monthly Payment for such month will be due on the first business day after the seventeenth calendar day of such month.

Any payments due upon installation are due immediately prior to commencement of installation. You will not make a Monthly Payment if you fully prepay this PPA as provided in Section 4(j).

- (c) Yearly Adjustment to Monthly Payment(s) & Estimated Annual Production. You will have regular access to information on the System's actual output via your Sunnova online account. The actual kWh output per Year ("Actual Annual Production") may vary from the Estimated Annual Production due to weather and other conditions. You agree that the exclusive means to monitor and measure the Actual Annual Production is via the System's meter; provided, however, if the System's meter malfunctions or becomes inoperable, Sunnova will reasonably estimate the amount of power that would have been delivered to you during the period in which the System's meter was malfunctioning or inoperable and shall treat this reasonable estimate as part of the Actual Annual Production for that Year for purposes of this paragraph. Your Monthly Payment may adjust each Year if (i) there is a price per kWh annual increase during the Term as set forth in Schedule A and/or (ii) Actual Annual Production varies from the Estimated Annual Production as set forth on Schedule A. After the end of each Year during the Term, Sunnova will notify you of the Actual Annual Production for the previous Year and of any adjustment to the Estimated Annual Production and Monthly Payments for the current Year and thereafter. If the Actual Annual Production is less than the Estimated Annual Production for the previous Year, Sunnova (i) will pay you an amount equal to the difference between the Estimated Annual Production and the Actual Annual Production ("Overestimate of Production") multiplied by the annual price per kWh for that Year (including any annual kWh price percentage increase previously agreed upon as provided in Schedule A) and (ii) may, at its option, decrease the Estimated Annual Production and the Monthly Payments for the current Year. If the Actual Annual Production is more than the Estimated Annual Production for the previous Year, Sunnova may, at its option, (i) apply the difference between the Actual Annual Production and the Estimated Annual Production to an Overestimate of Production for the current Year or a subsequent Year and/or (ii) increase the Estimated Annual Production and the Monthly Payments for the current Year and thereafter. In no event shall

Sunnova increase the Estimated Annual Production by more than 110% of the Estimated Annual Production for the first Year.

- (d) Payment Reconciliation. If (i) the System is off line for more than seven (7) full twenty-four (24) hour days cumulatively during the Term (for example, you remove the System to do renovations to your Home); or (ii) you take some action that significantly reduces the output of the System; or (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, then Sunnova will reasonably estimate the amount of power that would have been delivered to you during such outages or reduced production periods and shall treat this reasonable estimate as part of the Actual Annual Production for that Year for purposes of this paragraph. You will not be charged for the System being off line due to Sunnova's fault or grid failure.

#### 4. Power Purchase Agreement Obligations.

##### (a) System, Home and Property Maintenance

**You agree to:**

- (i) have the System repaired pursuant to the Limited Warranty ONLY 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 Sunnova initially installed the System;
- (iii) keep the panels and modules clean, pursuant to the Limited Warranty and the Guide (as such term is defined in Exhibit 1) and protect the System from animals and infestation;
- (iv) not modify your Home in a way that shades the System;
- (v) 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, prior work you have done on your home that was not permitted);
- (vi) be responsible for the structural integrity of the Home where the System is installed, including structural or electrical

3/15/2018

- modifications necessary to prepare your Home and roof for the System. You agree that Sunnova is not responsible for any known or unknown property conditions, including but not limited to, actual or alleged exacerbation of pre-existing conditions;
- (vii) not remove any markings or identification tags on the System;
  - (viii) permit Sunnova, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
  - (ix) use the System primarily for personal, family or household purposes, but not to heat a swimming pool, and not to provide power to any property outside of your Home;
  - (x) 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;
  - (xi) notify Sunnova immediately if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your electric provider;
  - (xii) have anyone who has an ownership interest in your Home sign this Power Purchase Agreement; and
  - (xiii) permit us access to data regarding your energy consumption from your electric provider or from electronic usage data storage sites (data produced by the System shall be owned by us) and execute a third-party access agreement for this purpose where required;
  - (xiv) return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and
  - (xv) authorize Sunnova to make inquiries concerning your credit history and standing from time to time.

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

**Sunnova agrees to cause our contractors 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 meter 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 negligence; or (B) you intentionally damage the System;
- (vii) insure our actions, covering damages to your property caused by faulty installation, System malfunction or manufacturing defects;
- (viii) not be a loss payee (or named insured) on the insurance policy covering your Home;
- (ix) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;
- (x) create a priority stream of operation and maintenance payments to provide enough cash flow in our financing transactions to pay for the Limited Warranty obligations and the repair and maintenance of the System in accordance with this PPA even if Sunnova ceases to operate;
- (xi) not put a lien on your Home or Property; and
- (xii) install, operate and maintain the System in accordance with applicable net metering and interconnection laws.

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**(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 remove and replace the System at your cost with advance notice to us and in compliance with the Limited Warranty.

**(d) Automatic Payment, Fees; 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 ten percent (10%) monthly discount for using automatic payment. You will not receive a ten percent (10%) monthly discount if you do not make automatic Monthly Payments through your checking or savings account;
- (ii) **Late Payments: accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable rate by applicable law beginning on the sixteenth (16th) day after the date the payment was due and continuing until paid in full; and**
- (iii) Returned Check Fee: \$25.00 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and.
- (iv) Product Change Fee: if after you sign this Power Purchase Agreement, but before we begin installation, you decide you would prefer an alternative Sunnova product you will pay a \$250 change fee.

**(e) Estimated Taxes**

You agree to pay any applicable sales or use taxes on the Monthly Payments (or prepayment, as applicable) due under this PPA. 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 personal property taxes on the System that your local jurisdiction may levy. The total estimated amount you will pay for taxes over the Term is \$0.00 assuming that tax rates stay the same as they are on the date of this PPA. In the event the tax rates change during the Term that amount will change.

**(f) No Alterations**

You agree that you will not make or allow any other party to 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 Sunnova's prior written consent. If you make or allow any other party to make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be Sunnova's property.

**(g) Access to the System**

- (i) You grant to Sunnova and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, 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 Sunnova's 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 the construction, installation, operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after this Power Purchase Agreement expires to provide Sunnova with time to remove the System at the end of the Power Purchase Agreement. Sunnova shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

- (ii) During the time that Sunnova 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 Sunnova has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.

**(h) Indemnity**



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To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Sunnova, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including 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 Sunnova for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Power Purchase Agreement.

**(i) Payments**

Schedule A describes your payment obligations under this PPA. SUBJECT TO SECTION 3(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 SECTION 5, 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) Option to Prepay all Payments Remaining on the PPA**

You may prepay all payments remaining on this PPA at any time provided you notify Sunnova of your desire to prepay. The amount you prepay will be based on the following: (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the amount set forth on Schedule A in the column titled "Prepay Option," which amount may be adjusted at the time of prepayment to reflect Sunnova's estimate of the kWh output per Year from the time of prepayment to the end of the Term ("Estimated Post-Prepayment Production") and

discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 8 of this PPA (Sunnova shall furnish you with a detailed calculation of such compensation if such a claim is made). After you notify Sunnova of your desire to prepay, Sunnova will provide a notice to you ("Prepayment Notice") informing you of the Estimated Post-Prepayment Production and the amount you need to pay to prepay the PPA (the "Prepayment Amount"). The Prepayment Amount is due within fifteen (15) days from the date of the Prepayment Notice. After you timely pay the Prepayment Amount in full, you will not make any further Monthly Payments. At the end of the Term, Sunnova will notify you of the actual kWh output per Year from the date of your prepayment to the end of the Term ("Actual Post-Prepayment Production"). If, at the end of the Term, the Estimated Post-Prepayment Production is greater than the Actual Post-Prepayment Production, Sunnova will pay you, the homeowner who prepaid this PPA, within sixty (60) days after the end of the Term an amount equal to the difference, if any, between the Actual Post-Prepayment Production and the Estimated Prepayment Production multiplied by the price per kWh at the end of the Term (a "Prepayment Rebate"). Sunnova will send the Prepayment Rebate to the last address we have for you in our file and it is your responsibility to notify Sunnova if you move. If the Estimated Post-Prepayment Production is less than the Actual Post-Prepayment Production, you will owe nothing to Sunnova.

**5. Conditions Prior to Installation of the System; Change Orders.**

- (a)** Sunnova'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

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the construction, installation and operation of the System;

- (ii) approval of this Power Purchase Agreement by Sunnova's financing sources;
- (iii) your meeting Sunnova's credit underwriting criteria then in effect;
- (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 Sunnova will obtain all applicable benefits referred to in Section 8;
- (vi) receipt of all necessary zoning, land use and building permits; and
- (vii) completion of any renovations, improvements or changes reasonably required at your Home or on the Property (e.g., removal of a tree or necessary roof repairs to enable us to safely install the System).

Sunnova may terminate this Power Purchase Agreement without liability if, in its judgment, any of the above listed conditions will not be satisfied in a timely manner for any reason. Once Sunnova starts installation, however, it may not terminate this Power Purchase Agreement for your failure to satisfy the above listed conditions.

- (b) Amendments, Your Right to Terminate for Material Changes Before Installation.

Both parties will have the right to terminate this PPA, without penalty or fee, if Sunnova determines after the engineering site audit of your Home that it has misestimated the System's annual production by more than ten percent (10%). Such termination right will expire at the earlier of (i) one (1) week prior to the scheduled System installation date and (ii) one (1) month after we inform you in writing of the revised production estimate. If neither party exercises their right to terminate this PPA following a ten percent (10%) change in the System's production, then any changes to the System will be documented in an amendment to this PPA. You authorize Sunnova to make corrections to the utility

paperwork to conform to this PPA or any amendments to this PPA we both sign.

#### 6. Warranty.

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY ATTACHED AS **EXHIBIT 1**, 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. THE WARRANTY SET FORTH HEREIN REPRESENTS THE SOLE AND EXCLUSIVE REMEDY YOU HAVE AGAINST SUNNOVA RELATING TO THE SYSTEM OR THE POWER PURCHASED THEREUNDER.

#### 7. Transfer.

Sunnova works with banks, companies and other financing parties to finance the System. As a result, Sunnova may assign this PPA to one of its financing parties. In addition, Sunnova may assign this PPA to its affiliates or a third party that purchases the PPA. You agree that Sunnova may pledge, 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. Assignment, sale or transfer generally means that Sunnova would transfer all or a portion of its rights and certain of its obligations under this Power Purchase Agreement to another party.

#### 8. Ownership of the System; Tax Credits and Rebates.

You agree that the System is and shall remain Sunnova's exclusive personal property under the Uniform Commercial Code or otherwise. You understand and agree that this PPA is not a contract to sell or lease the System to you. Sunnova 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 Sunnova, and shall at your expense protect and defend Sunnova against the same.

YOU UNDERSTAND AND AGREE THAT WITH THE EXCEPTION OF STATE SPECIFIC REBATES AND/OR TAX CREDITS AVAILABLE ONLY TO THE HOMEOWNER, ANY AND ALL (i) TAX CREDITS (ii) TAX INCENTIVES, (iii) RENEWABLE ENERGY CREDITS, GREEN TAGS, OR CARBON OFFSET CREDITS, (iv) UTILITY REBATES, OR (v) ANY OTHER NON-POWER ATTRIBUTES OF THE SYSTEM



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ARE THE PROPERTY OF AND FOR THE BENEFIT OF SUNNOVA, USABLE AT ITS SOLE DISCRETION. SUNNOVA 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 RETAINED BY SUNNOVA. YOU AGREE TO REASONABLY COOPERATE WITH SUNNOVA 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 SUNNOVA.

**9. Purchasing the System Prior to the End of the Term.**

In addition to purchasing the System at the end of the Term (see Schedule A), you have the option to purchase the System prior to the end of the Term. 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;

In each of (i) and (ii) above, the price you will pay for the System will be the greater of the System's fair market value ("FMV") and the amount shown on Schedule A. The interests of any financing party shall not be taken into account when determining the FMV; a third party independent appraiser will be retained to compute the System's FMV. Sunnova's maintenance and repair obligations will end when you purchase the System unless you enter into a new maintenance and repair agreement with Sunnova, provided that you will have no less than a ten (10) year warranty on the System beginning on the Interconnection Date that guarantees that the System will be

free from defects in workmanship or defects in, or breakdown of, materials or components.

**10. Renewal.**

*If you are in compliance with your PPA, you have the option to renew your PPA for up to ten (10) years in two (2) consecutive five (5) year renewal periods. We will send you renewal forms at least ninety (90) days prior to the expiration of the Term, which forms shall set forth the new rates per kwh applicable for the renewal term as well as the rates applicable in the event the PPA is renewed for one (1) year as provided for herein. The renewal forms will give you the option to: (a) elect to renew the PPA for an additional five (5) year term at the rates specified in the renewal notice; or (b) elect not to renew the PPA. You must make your election whether to renew or not at least thirty (30) days prior to the end of the then current term of the PPA. In the event that you affirmatively elect not to renew this PPA as provided for in part (b) above this PPA shall expire by its terms on the expiration of the then current term. If you don't send us anything in writing you will be deemed to have renewed for an additional one (1) year term at a rate which equals the rate per kwh applicable at the expiration of the then current term plus two point nine percent (2.9%) and this PPA shall continue to renew for additional one (1) year terms on the above described rate terms until (i) you give us notice at least thirty (30) days prior to the expiration of the then current term that you do not wish to renew; or (ii) we send you a notice terminating the PPA at least thirty (30) days prior to the expiration of the then current term.*

**11. 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 Sunnova'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) Move the System to Your New Home**

If you are moving to a new home in the same utility district, where permitted by the local utility, the System can be moved to your new home pursuant to the Limited Warranty. You

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will need to pay all costs associated with relocating and redesigning the System, execute and provide the same access and ownership rights to Sunnova as provided for in this PPA and provide any third party consents or releases required by Sunnova in connection with the substitute premises. You agree that Sunnova will need to reevaluate the production of your System at the substitute premises and may need to revise the estimates in your PPA and Limited Warranty.

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

You can prepay this Power Purchase Agreement as set forth in Section 4(j). 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 in substantially the same form as Exhibit 3 to this PPA (a "Transfer Agreement").

- (b) You agree to give Sunnova 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 Sunnova shall execute a Transfer Agreement. Unless we have released you from your obligations in writing, you are still responsible for performing under this PPA. If your buyer defaults on this PPA and we have not yet signed the Transfer Agreement, you will be responsible for their default. We will release you from your obligations under this PPA in writing once we have a signed Transfer Agreement with the person buying your Home (provided such person has been approved as a transferee by Sunnova in writing).
- (c) If you sell your Home and can't comply with any of the options in subsection (a) above, you will be in default under this Power Purchase Agreement. Section 11(a) includes a Home sale by your estate or heirs.
- (d) This Power Purchase Agreement is free of any restrictions that would prevent the homeowner from freely transferring their Property. In the event of a foreclosure on the Property, your lender has the right (but not the obligation) to do ONE of the following:

- i. terminate this PPA and require Sunnova to remove the System subject to your obligations under Sections 14 and 15;
- ii. become a beneficiary (but not obligor) of the PPA free of charge (i.e. receive power from the System and enforce the Limited Warranty but not have the obligation to make payment, which obligation will remain with you – if you don't make timely payment you will be in default under Section 14 and Sunnova can terminate, remove the System and take all other remedies it has under Section 15);
- iii. enter into a new PPA with Sunnova on terms no less favorable than the current PPA; or
- iv. require transfer of the PPA under section 11 to a subsequent purchaser of the Property.

Sunnova will not prohibit the sale, conveyance or refinancing of the Property. Sunnova may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves its rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. Sunnova shall explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. Sunnova shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property.

- (e) EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS PPA WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD AS LONG AS YOU AND THE PROPOSED TRANSFEREE MEET THE OTHER REQUIREMENTS SET FORTH HEREIN.

**12. Loss or Damage.**

Unless you are negligent or you intentionally damage the System, Sunnova will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System.

In the event you are negligent or intentionally damage the System you shall be liable to pay

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Sunnova the greater of (a) the actual damages suffered by Sunnova; or (b) the amount determined in Section 4(j). 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.

(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.

**13. Limitation of Liability.**

**(a) No Consequential Damages**

SUNNOVA'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 4(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 15(H). DAMAGES TO YOUR HOME, BELONGINGS OR PROPERTY RESULTING FROM THE INSTALLATION OR OPERATION OF THE SYSTEM ARE COVERED IN THE LIMITED WARRANTY.

**14. 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 Sunnova's prior written consent; or

**15. 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, but we may not disturb the peace or violate the law;
- (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 the System back on after we disconnect or turn off the System due to your default;
- (h) in the case of your failure to protect the System from animals, infestation, or overgrown tree growth and foliage, unilaterally adjust the contract terms upon notice to you for reduced production as appropriate.
- (i) recover from you (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the estimated amount of future Monthly Payment, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%,

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for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the System cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 8 of this PPA (Sunnova shall furnish you with a detailed calculation of such compensation if such a claim is made); 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 incur to correct or cover your default and to enforce our rights under this PPA including, but not limited to, attorney's fees and court costs. 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, Sunnova 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, Sunnova does not give up our right to use that remedy in case of a subsequent default.

**16. Additional Agreements:**

**Notice of Changes** - You agree to notify us if your name or mailing address changes or if there is any material deterioration in your financial circumstances or any material changes to the condition of your Home that would impact the System or impact our interest in the System.

**Waiver of Confidentiality of Residence Address** - By signing this PPA, and so long as you have a contract with us, you waive the confidentiality of your residence address under the provisions of any applicable law and authorize us to obtain from the applicable state agency your current residence address.

**Monitoring and Recording Telephone Calls** - We and others acting on our behalf may (a) monitor and record telephone calls between you and us regarding this PPA and (b) use automatic dialing equipment to make calls to you. You expressly consent to our, and others acting on our behalf, using prerecorded/artificial voice messages, or text messages, while servicing and enforcing our rights under this PPA, including the collection of outstanding payments. In making calls to you, you agree that we, and others acting on our behalf, may use any telephone number you provide

us, or that is lawfully given to us by someone other than you even if the number is for a mobile telephone, and even if our doing so results in charges to you under your telephone payment plan. We will not charge you for such calls.

**17. System Removal; Return.**

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) and you have not defaulted, then within ninety (90) days you agree to call Sunnova at the telephone number listed in Exhibit 1, or any other number we notify you of in the future, to schedule a convenient time for Sunnova to remove the System from your Home at no cost to you unless the termination was due to your default which is addressed in Section 15.

**18. Applicable Law.**

The laws of the state where your Home is located, without giving effect to conflict of laws principles, shall govern this PPA, except the Federal Arbitration Act, 9 U.S.C. § 1, et seq., shall govern interpretation, enforcement and proceedings under Section 18, and not the arbitration acts, statutes or rules of any other jurisdiction.

**19. Arbitration.**

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL 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.

In this Section, the words "you" and "your" mean any person signing this Agreement as a Buyer or Co-Buyer. Unless the context requires otherwise, the words "we," "us" and "our" mean the Contractor named above and any assignee of this Agreement.

The laws of the state where your Home is located shall govern this Agreement without giving effect to conflict of laws principles. If you are in default under this Agreement, Sunnova may elect, at its sole discretion, remedies available under the terms of this Lease, at law, or in equity. We agree that any other dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below.



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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) and not any state law. 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](http://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 in the county where you live, 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 respective attorney’s fees, witness fees, and costs unless the arbitrator decides otherwise.

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 limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us 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 to the Dispute. If you and we arbitrate a Dispute, none of you or 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 except as specifically provided below. 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 only 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 us. If any part of this paragraph of this

Section is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute.

**EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US, AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE.**

**BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION, YOU AND WE WILL NOT 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 FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

**NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM: (I) OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT**

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COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR (II) OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR (III) OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION).

BY SIGNING BELOW, YOU AGREE IN ADVANCE TO SUBMIT DISPUTES TO ARBITRATION WITH AN ARBITRATION FIRM APPROVED BY STATE REGULATORS, TO THE EXTENT REQUIRED.

**20. 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.

**21. 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, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this PPA at the addresses set forth in this PPA or such other address as either party may specify in writing. Each party shall deem a document faxed to it as an original document.

**22. 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.

**23. Publicity.**

Sunnova will not publicly use or display any images of the System unless you initial the space below. If you initial the space below, you give us permission to take pictures of the System as installed on your Home to show to other customers or display on our website.

Homeowner's Initials

--

**24. Counterparts.**

This PPA may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this PPA and signature pages may be signed electronically and transmitted between them by facsimile or by electronic mail and that electronic, faxed and PDF signatures shall constitute original signatures and that an electronic, faxed or PDF signature page containing the signature (electronic, faxed, PDF or original) is binding upon the parties.

**25. Further Assurances.**

You will cooperate fully with us to effect the intent and provisions of this PPA and, from time to time, to execute and deliver any and all other agreements, documents or instruments, and to take such other actions, as Sunnova may determine to be reasonably necessary or desirable to effect the intent and provisions of this PPA.

REST OF PAGE INTENTIONALLY LEFT BLANK

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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.

**DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.**

**NOTICE OF RIGHT TO CANCEL YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH CALENDAR DAY AFTER THE DATE OF THIS TRANSACTION. SEE EXHIBIT 4, THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT**

**Owner's Name: Test NY PPA**

Signature:

Date:

**Co-Owner's Name (if any):**

Signature:

Date:

**Sunnova Energy Corporation:**



Jordan Fruge

Authorized Signatory

Date:

DRAFT



3/15/2018

**Schedule A: Value Statement**

**Estimated Solar Energy Production**

Estimated First Year Annual Production: 3,978 kWh  
 Estimated Initial Term Total Production: 93,699 kWh

**Payment Terms**

Amount Due at Contract Signing: \$0.00  
 Installation Fee: \$0.00

Annual Increase of Solar Energy Rate: 0.0 % / year  
 First Year Solar Energy Rate, if paid by ACH: \$0.143 / kWh  
 First Year Solar Energy Rate, if not paid by ACH: \$0.157 / kWh  
 Monthly Bill in First Year, if paid by ACH: \$47.40 / month  
 Monthly Bill in First Year, if not paid by ACH: \$52.04 / month

**By your initials here you acknowledge that you have reviewed this Schedule A:**

Homeowner's Initials
----------------------

End of Year	Annual Price per kWh (assuming payment by Credit Card)	Annual Price per kWh (assuming payment by ACH)	Estimated kWh per year	Prepay Option	Purchase Option
				Estimated Price to Prepay the Remainder of the Initial Term <sup>2</sup>	Minimum Cash Purchase Price <sup>1</sup>
1	\$0.157	\$0.143	3,978	\$7,654.80	\$0.00
2	\$0.157	\$0.143	3,958	\$7,457.71	\$0.00
3	\$0.157	\$0.143	3,938	\$7,252.65	\$0.00
4	\$0.157	\$0.143	3,918	\$7,040.21	\$0.00
5	\$0.157	\$0.143	3,899	\$6,820.03	\$0.00
6	\$0.157	\$0.143	3,879	\$6,592.62	\$6,592.62
7	\$0.157	\$0.143	3,860	\$6,355.77	\$6,355.77
8	\$0.157	\$0.143	3,841	\$6,109.90	\$6,109.90
9	\$0.157	\$0.143	3,821	\$5,854.57	\$5,854.57
10	\$0.157	\$0.143	3,802	\$5,590.05	\$5,590.05
11	\$0.157	\$0.143	3,783	\$5,314.31	\$5,314.31
12	\$0.157	\$0.143	3,764	\$5,027.57	\$5,027.57
13	\$0.157	\$0.143	3,746	\$4,729.24	\$4,729.24
14	\$0.157	\$0.143	3,727	\$4,419.38	\$4,419.38
15	\$0.157	\$0.143	3,708	\$4,096.13	\$4,096.13
16	\$0.157	\$0.143	3,690	\$3,759.44	\$3,759.44
17	\$0.157	\$0.143	3,671	\$3,408.63	\$3,408.63
18	\$0.157	\$0.143	3,653	\$3,043.40	\$3,043.40
19	\$0.157	\$0.143	3,635	\$2,662.16	\$2,662.16
20	\$0.157	\$0.143	3,616	\$2,264.52	\$2,264.52
21	\$0.157	\$0.143	3,598	\$1,849.65	\$1,849.65
22	\$0.157	\$0.143	3,580	\$1,416.90	\$1,416.90
23	\$0.157	\$0.143	3,562	\$964.92	\$964.92
24	\$0.157	\$0.143	3,545	\$492.96	\$492.96
25	\$0.157	\$0.143	3,527	\$0.00	\$0.00

1) Per Section 9, the price you will pay to purchase the System will be the greater of the System's fair market value ("FMV") and the amount shown above on Schedule A.

2) Per Section 4 (j) of the PPA, the prepayment amounts shown above reflect a 5% present value discount rate.

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## EXHIBIT 1

### LIMITED WARRANTY

#### 1. INTRODUCTION

This Limited Warranty (this “Limited Warranty”) is Sunnova’s agreement to provide you warranties on the System you are hosting pursuant to our PPA. The System will be professionally installed by a contractor acting on Sunnova’s behalf 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 our contractor starts installing the System at your Home. We look forward to helping you produce clean, renewable solar power at your Home. To the extent that you prepay the PPA or purchase the System *during the Term of the PPA*, this Exhibit 1 shall continue to apply and be enforceable until what would have been the end of the *original Term*. For purposes of this Limited Warranty the term “Sunnova” means Sunnova Energy Corporation or its successors and assigns.

#### 2. LIMITED WARRANTIES

##### (a) Limited Warranties

Sunnova 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 our contractors penetrate your roof during a System installation we will warrant roof damage caused by our contractors due to our roof penetrations. This roof warranty will run the longer of (A) one (1) year following the completion of the System installation; and (B) the length of any existing installation 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, Sunnova 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 our contractors damage your Home, your belongings or your Property we will cause our contractors to repair the damage they cause or pay you for the damage as described in Section 6. Sunnova may use new or reconditioned parts when making repairs or replacements. Sunnova may also, at no additional cost to you, upgrade or add to any part of the System as it deems advisable in its discretion. Cosmetic repairs that do not involve safety or performance shall be made at Sunnova’s discretion.

##### (b) Warranty Length

- (i) The warranties in Sections 2(a)(i) and 2(a)(iii) above will start when our contractors 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 Sunnova 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 in accordance with the terms and conditions of the PPA, then this Limited Warranty will cover you for the remaining balance of the existing Power Purchase Agreement Term.

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**(c) Maintenance and Operation**

**General**

When the System is installed Sunnova will provide you with a copy of its Solar Service Guide. The Solar Service Guide provides you with information about your System and solar energy, monitoring and maintenance instructions, answers to frequently asked questions and service information.

**(ii) Power Monitor**

The Power Monitor requires access to cellular networks in order to operate. If cellular service is not available then (A) we will not be able to monitor the System; and (B) you will be required to provide Sunnova with annual production information from your inverter or (C) Sunnova, in its sole discretion, will estimate production. In connection with such any such estimated production by Sunnova, Sunnova will make commercially reasonable methods to estimate the missing kWh based on available information and such estimate will be included in the calculations under Exhibit A for such period. In the event that no such information is reasonably accessible, Sunnova will make the adjustment based on the original kWh expectation attributable to such period.

**(d) 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;
- B. writing us a letter and sending it overnight mail with a well-known service;
- C. sending us a fax at the number in Section 7 below; or
- D. creating a claim through our online customer portal (as more particularly set forth in the Solar Service Guide when the System is installed).

**(ii) Transferable Limited Warranty**

Sunnova 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 in accordance with the terms and conditions contained in the PPA.

**(e) Exclusions and Disclaimer**

The limited warranties 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 Sunnova 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 Sunnova 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 or our contractors in diagnosing or repairing a problem, or your failing to maintain the System as stated in the Solar Service Guide;

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- (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);
- (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);
- (ix) a power or voltage surge caused by someone other than Sunnova or the Installer, including a grid supply voltage outside of the standard range specified by the local utility or the System specifications or as a result of a local power outage or curtailment; and
- (x) a change in usage of the Property or any buildings at or near such Property that may affect insolation without Sunnova's prior written approval.

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.

THE LIMITED WARRANTIES DESCRIBED IN SECTION 2(a) ABOVE ARE THE ONLY WARRANTIES MADE BY SUNNOVA WITH RESPECT TO THE SYSTEM. SUNNOVA HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM. WITHOUT LIMITING THE FOREGOING 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.

### 3. SUNNOVA'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) You agree that if (i) the System needs any repairs that are not the responsibility of Sunnova 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 Sunnova, or another qualified service provider we approve, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.
- (b) If you want to return the System to Sunnova under Section 16 of the Power Purchase Agreement then Sunnova will cause our contractors to remove the System at no cost to you. Sunnova will cause our contractors to 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). Sunnova will warrant the waterproofing for one (1) year after it removes the System. You agree to reasonably cooperate with Sunnova or its contractors in removing the System including providing necessary space, access and storage, and we or our contractors will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

### 5. FORCE MAJEURE

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

- (a) Sunnova, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;
- (b) Sunnova'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 Sunnova 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 Sunnova'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 Sunnova's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than Sunnova including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by Sunnova or under its control.

## 6. LIMITATIONS ON LIABILITY

### (a) No Consequential Damages

IN NO EVENT SHALL SUNNOVA OR ITS AGENTS OR CONTRACTORS 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

IN THE EVENT THAT ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW THAT CANNOT BE WAIVED, SUCH WARRANTIES 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, Sunnova's total liability arising out of or relating to this Limited Warranty shall in no event:

- (i) For System Replacement: the original cost of the System; and
- (ii) For damages to your Home, Belongings and Property: exceed five hundred thousand dollars (\$500,000).

## 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:

3/15/2018

**TO SUNNOVA:** Sunnova Energy Corporation  
P.O. Box 56229  
Houston, TX 77256-6229  
Attention: Warranty Claims  
Telephone: 281.985.9900  
Facsimile: 281.985.9907  
Email: customerservice@sunnova.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**

Sunnova may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of Sunnova'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 in accordance with the terms and conditions contained in the PPA. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

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3/15/2018

**(CUSTOMER COPY)**

**NOTICE OF CANCELLATION**

**STATUTORILY-REQUIRED LANGUAGE**

Date of Transaction:

**You may cancel this transaction, without any penalty or obligation, within three business days from the above date. 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 10 days following receipt by the seller (Sunnova Energy Corporation) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Sunnova Energy Corporation) 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 (Sunnova Energy Corporation) regarding the return shipment of the goods at the seller's (Sunnova Energy Corporation's) expense and risk. If you do make the goods available to the seller (Sunnova Energy Corporation) and the seller (Sunnova Energy Corporation) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Sunnova Energy Corporation), or if you agree to return the goods to the seller (Sunnova Energy Corporation) 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 Sunnova Energy Corporation, 20 East Greenway Plaza Ste 475, Houston, TX 77046 not later than midnight of the date that is 3 business days from the date you signed the Lease.**

I hereby CANCEL/RESCIND this transaction on \_\_\_\_\_ [Cancellation Date].

Owner's Signature:

\_\_\_\_\_

Test NY PPA

Co-Owner's Signature:

\_\_\_\_\_

Installation Address:

3355 Tonawanda Creek Road  
Buffalo, NY 14228-1506

Contract ID: KU001656305



3/15/2018

**(SUNNOVA COPY)**

**NOTICE OF CANCELLATION**

**STATUTORILY-REQUIRED LANGUAGE**

Date of Transaction:

**You may cancel this transaction, without any penalty or obligation, within three business days from the above date. 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 10 days following receipt by the seller (Sunnova Energy Corporation) of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller (Sunnova Energy Corporation) 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 (Sunnova Energy Corporation) regarding the return shipment of the goods at the seller's (Sunnova Energy Corporation's) expense and risk. If you do make the goods available to the seller (Sunnova Energy Corporation) and the seller (Sunnova Energy Corporation) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (Sunnova Energy Corporation), or if you agree to return the goods to the seller (Sunnova Energy Corporation) 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 Sunnova Energy Corporation, 20 East Greenway Plaza Ste 475, Houston, TX 77046 not later than midnight of the date that is 3 business days from the date you signed the Lease.**

I hereby CANCEL/RESCIND this transaction on \_\_\_\_\_ [Cancellation Date].

**Owner's Signature:**

\_\_\_\_\_

Test NY PPA

**Co-Owner's Signature:**

\_\_\_\_\_

**Installation Address:**

**3355 Tonawanda Creek Road  
Buffalo, NY 14228-1506**

**Contract ID: KU001656305**

3/15/2018

**EXHIBIT 3**

**TRANSFER AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: \_\_\_\_\_, an individual ("**Transferor**") hereby, TRANSFERS, ASSIGNS and CONVEYS unto \_\_\_\_\_, an individual ("**Transferee**"), all of his/her right, title and interest (including any warranties) in and to that certain Power Purchase Agreement dated \_\_\_\_\_, 20\_\_, for the System located at \_\_\_\_\_, as the same may have been amended from time to time (collectively, the "**Power Purchase Agreement**").

As evidenced by its execution hereof, Transferee hereby accepts the transfer of the Power Purchase Agreement and hereby assumes all duties obligation and liabilities of every kind and character, including entering into net metering and interconnection agreements, of the Transferor under the Power Purchase Agreement.

This Transfer may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Transfer may be signed electronically and transmitted between them by facsimile or by electronic mail and that electronic, faxed and PDF signatures shall constitute original signatures and that an electronic, faxed or PDF signature is binding upon the parties.

Capitalized terms not defined herein shall have the meaning set forth in the Power Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument to be effective \_\_\_\_\_, 20\_\_.

**TRANSFEROR:**

**TRANSFEEE:**

\_\_\_\_\_  
[NAME]

\_\_\_\_\_  
[NAME]

AGREED AND ACCEPTED, the undersigned consents to the transfer provided herein.

**SUNNOVA ENERGY CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## POWER PURCHASE AGREEMENT (PPA) DISCLOSURE FORM (ON-SITE)

This document describes the key terms of your contract to purchase power from a solar generation system installed on your property (the System).

Read this document carefully so that you fully understand the contract.

Under the contract, you will not own the system installed on your property. You will purchase energy generated by the system during the term of the contract.

In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling.

<p style="text-align: center;"><b><u>CUSTOMER INFORMATION</u></b></p> <p><b>Name:</b> Test NY PPA</p> <p><b>Installation Address:</b> 3355 Tonawanda Creek Road, Buffalo, NY, 14228-1506, United States</p> <p><b>Mailing Address:</b> 3355 Tonawanda Creek Road, Buffalo, NY, 14228-1506, United States</p> <p><b>Email Address:</b> sfdc.developer@sunnova.com</p>	<p style="text-align: center;"><b><u>PROVIDER INFORMATION</u></b></p> <p><b>Name:</b> Sunnova Energy Corporation</p> <p><b>Address:</b> 20 Greenway Plaza, Suite 475 Houston, Texas 77046</p> <p><b>Telephone Number:</b> 855.277.6379</p> <p><b>Email Address:</b> customerservice@sunnova.com</p> <p><b>Form Prepared By:</b> Sunnova Energy Corporation</p>
<p style="text-align: center;"><b><u>ELECTRICITY PRICE</u></b></p> <p><b>If a PPA, the price per kWh of electricity generated (Your payment each month will be the solar energy rate multiplied by the amount of energy generated by the System that month):</b></p> <p><input type="checkbox"/> First Year Solar Energy Rate, if paid by auto-ACH: \$0.143 / kWh</p> <p><input type="checkbox"/> Estimated Monthly Bill in First Year, if paid by auto-ACH: \$47.40 / month</p> <p><input type="checkbox"/> First Year Solar Energy Rate, if <u>not</u> paid by auto-ACH: \$0.157 / kWh</p> <p><input type="checkbox"/> Estimated Monthly Bill in First Year, if <u>not</u> paid by auto-ACH: \$52.04 / month</p> <p><b>OR</b></p> <p><b>If an EZ Pay PPA, the fixed Monthly Payment:</b></p> <p><input checked="" type="checkbox"/> Monthly Bill in First Year, if paid by ACH: \$47.40 / month</p> <p><input checked="" type="checkbox"/> First Year Solar Energy Rate, if <u>not</u> paid by ACH: \$0.157 / kWh</p> <p><input checked="" type="checkbox"/> Monthly Bill in First Year, if <u>not</u> paid by ACH: \$52.04 / month</p> <p>Your first Monthly Payment is due on the seventeenth (17<sup>th</sup>) calendar day of the month after the System is connected. Monthly payments due after the first month are due on the seventeenth (17<sup>th</sup>) calendar day of the month.</p> <p>YOUR CONTRACT MAY OR MAY NOT HAVE A PAYMENT ESCALATOR. If the CONTRACT HAS a PAYMENT ESCALATOR your electricity rate will increase</p>	<p style="text-align: center;"><b><u>UP-FRONT PAYMENTS</u></b></p> <p><b>Amount Due at Contract Signing:</b> \$ \$0.00</p> <p><b>Amount Due at Interconnection:</b> \$ \$13,391.70 (payable in monthly payments, including ACH discount, and excluding taxes)</p>

by 0.0 % per year.

**TERM**

**The initial term of your contract is**

25 years

300 months.

**Total number of Monthly Lease Payments: 300**

**OTHER CHARGES**

**Late payment fees:** Accrue interest at the lesser of twelve percent (12%) annually or the maximum allowable rate by applicable law beginning on the sixteenth (16th) day after the date the payment was due and continuing until paid in full.

**System removal fees for default:** If you are in default, you agree to repay us for any reasonable amounts we pay to correct or cover your default.

**Uniform Commercial Code notice removal and refiling fees:** Costs incurred by local jurisdiction plus a processing fee.

**Automated clearing house (ACH) fees:** If you choose to pay by ACH, you will receive a 10% monthly discount for using automatic payment through your checking or savings account.

**Returned check fees:** \$25.00.

**Change product fees:** \$250.00.

**INCENTIVES, CREDITS, AND REBATES**

**List of any credits, incentives, or rebates:** Any tax credits, incentives, rebates or renewable energy certificates or credits are owned by the Provider. Provider is responsible for applying for any tax credit, incentive, rebate or renewable energy certificates or credits.

**INSTALLATION**

**System Location on Property:** Rooftop (unless specified differently by customer).

**Approximate Installation Start Date:** The installation work to be performed by Installer pursuant to the contract shall commence within three (3) days from the date that is the later of the date in which (a) all permits have been issued; (b) any homeowner's association approval letter has been received; and (c) all materials have been delivered to the site (the "Commencement Date").

**Approximate Installation Completion Date:** All work to install the System shall be completed as soon as possible, but in no event more than twelve (12) months from the Commencement Date, subject to any applicable amendments. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of Installer. These factors include the process for obtaining utility approval for net metering and interconnection of your System. The project shall be deemed completed upon the date the System is connected to the electrical grid, and begins generating power (the "Interconnection Date").

**Installer Information:**

Sunnova Energy Corporation  
20 Greenway Plaza,  
Houston, Texas, 77046

Telephone: (281) 985-9900

Email: [sfdc.info@sunnova.com](mailto:sfdc.info@sunnova.com)  
State Contractor's License No.: TX-1255464

### **SYSTEM SIZE AND GENERATION**

**Estimated gross annual electricity production in kilowatt-hours (kWh) from the System in the first year of operation:** 3,977.71 kWh

**Estimated annual electricity production decrease due to system aging (degradation):** 0.50%

**Estimated total System electricity production during the term of the agreement:** 93,698.74 kWh

**Estimated System Lifetime:** 25 years

Your local utility will provide you with bill credits based on the value of the energy you generate pursuant to the Value Stack defined in the utility tariff.

### **MAINTENANCE AND REPAIRS**

This contract includes a Limited Warranty, which covers System repairs, maintenance, the upkeep and services required or recommended to keep the System operating as intended, for 25 years.

The System Limited Warranty is included with this contract. Conditions and limitations apply.

### **ROOF WARRANTY**

Your roof is warrantied against leaks or other damage from System installation for the longer of (i) one (1) year from installation or (ii) the length of any existing installation warranty or new home builder performance standard for your roof.

### **SAVINGS ESTIMATE**

The system is estimated to provide [TBD] kWh in the first year of operation. Your local utility's 3-year historical average for per kWh rates to customers like you is \$ [TBD].

Therefore, in the first year of operation you may save \$ [TBD] off your utility bill based on your System's generation. After lease payments are taken into account, your estimated net savings may be \$10.60.

Actual savings may vary based on changes in utility rates and system production. Savings are not guaranteed except to the extent described below.

### **PRODUCTION GUARANTEE**

If your contract is a PPA, it does not guarantee a minimum level of system performance or production of energy.

If your contract is an EZ PAY PPA, it guarantees a minimum level of system performance, as detailed in the contract.

### **SAVINGS GUARANTEE**

This contract does not guarantee savings.

### **SECURITY FILINGS**

Provider will file a fixture filing or a UCC-1 on the System. The UCC-1 is a public filing indicating that Provider owns the System, but is not a lien.

**END OF CONTRACT TERM**

**At the end of the contract term, you will have the option to:**

- renew the contract for up to ten (10) years in two (2) five (5) year renewal periods, as long as Customer is in compliance with the contract; or
- purchase the system based on the contract terms; or
- have the system removed. At the end of the contract term, if you do not renew the contract or purchase the system, and you have not defaulted, then within ninety (90) days you agree to call Provider at the telephone number listed in the contract, or any other number we notify you of in the future, to schedule a convenient time for Provider to remove the System from your home at no cost to you unless the termination was due to your default which is addressed in the contract.

**SELLING YOUR HOME**

**If you sell your home before the contract ends, you may:**

- Move the System to your new home (fees apply);
- Prepay the contract and transfer only the use of the System to the new homeowner; or
- Transfer the contract and the monthly payments to the new homeowner.

**EARLY CANCELLATION**

Both parties will have the right to terminate this contract, without penalty or fee, if Provider determines after the engineering site audit of your Home that it has misestimated the System's annual production by more than ten percent (10%). Such termination right will expire at the earlier of (i) one (1) week prior to the scheduled System installation date and (ii) one (1) month after we inform you in writing of the revised production estimate.

If the contract is canceled after installation, you agree that Provider may recover, in addition to the cost of removing the system, (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the estimated amount of future monthly payments, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the system cost, including installation; and (B) accelerated depreciation over five (5) years equal to eighty five percent (85%) of the System cost, including installation, and for the loss of any anticipated benefits pursuant to the contract (Provider shall furnish you with a detailed calculation of such compensation if such a claim is made).

**RIGHT TO CANCEL WITHOUT PENALTY**

You have the right to terminate the contract without penalty within seven (7) business days of its execution by notifying Provider.

**DATA SHARING AND PRIVACY POLICY**

You agree to permit Provider to request data from your local utility regarding your account and electricity usage.

You agree to Provider's privacy policy as described on its website: <http://www.sunnova.com/privacy-policy/> and as updated from time to time.

**CUSTOMER RIGHTS**

If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800.342.3377. You may file a complaint on the Helpline or by following the instructions at <http://www.dps.ny.gov/complaints.html>.

**Signature of Provider Representative: Partner Sales Project Tracking**

**Date:**

**Signature of Customer:**

**Date:**

**DRAFT**