

6. System Cost After NYSERDA Incentive:

Total System Cost	(-) NYSERDA Incentive	Total Net System Cost
\$250,000.00	\$65,000.00	\$185,000.00

7. Major Equipment Proposed:

Brand of PV Modules	Solar Liberty	Model of PV Modules	SLX-250
Brand of Inverter	Solar Liberty	Model of Inverter	SLX7500, SLX5000
Brand and Model of Mounting Equipment	Ground Mounted Racking System		
Brand and Model of Batteries	N/A		

8. Estimated Annual Output:

Estimated Annual Output in kWh	53,452
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Owner and Customer understand that the System output is dependent upon climatic conditions which are naturally variable, and therefore the actual output of the System over any consecutive twelve (12) month period may be higher or lower than the Estimated Annual Output stated above.

9. Equipment Location:

Location of Inverter and PV System Meter	As Shown on Site Plan attached to the Service Agreement ("Site Plan")
Location of DC Disconnect	Exact Location TBD
Location of Utility Lockable AC Disconnect	Exact Location TBD

Owner and Customer understand and agree to the appearances, locations and mountings as described above.

10. Installation of the System:

System Type	Net Metering	Battery (Yes/No)	Mounting Type
Grid Intertie	Yes	No	Ground

Installer agrees to install the System on the Installation Location. Installer agrees that any equipment used for the System shall be new equipment and that any installation shall not commence prior to the approval of Installer's NYSERDA PON-2112 Solar PV Program incentive application. Except for any obligations which are explicitly and specifically set forth

herein, Installer is responsible for the installation of a fully operational System for Owner, which generates and delivers energy to the point of interconnection for use by Customer.

In connection with the installation of the System, Installer agrees as follows:

- (i) all work shall be completed in compliance with all building codes and other applicable laws, including the New York State Building Code and the National Electrical Code, and to the extent required by law, shall be performed by individuals duly licensed and authorized by law to perform the work;
- (ii) all components will be UL, or CSA, or ETL or similarly listed as required by NEC;
- (iii) shall, at its own expense, obtain a building permit, if required, and electrical inspections necessary for the work to be performed;
- (iv) in the event the System is a ground mount system or otherwise requires excavation, the Contract Price, as defined in Section 3, does not include the excavation of any excessive rock or any bedrock by Installer;
- (v) shall install and initiate operation of the System in compliance with all applicable distributed generation laws and rulings in effect at the time of the installation, but will have no liability for future possible changes to such laws or rulings or their affect on the operation of the system; and
- (vi) upon completion of the installation of the System, Installer will remove all debris accumulated by the installation and rough grade over any excavation work.

Installer may at its discretion engage subcontractors to perform work hereunder, and Installer will fully pay such subcontractors and in all instances remain responsible for the proper completion of the installation of the System and compliance with this Agreement. All change orders shall be in writing and signed both by Owner and Installer, and shall be incorporated in and become a part of this Agreement.

Owner and Customer understand that the System is a Grid-Intertie Photovoltaic Generating System that is required by state and utility company regulations to disconnect and shut down in the event of a utility or electric grid failure, and will not provide back-up power in the event of such a failure.

11. Payment Schedule:

In consideration for Installer's installation of the System, Owner agrees to pay to Installer the system cost as further described in Section 3 (the "Contract Price"). The full Contract Price shall be paid within thirty (30) days of the System achieving substantial completion of the construction of the System so that it becomes fully operational and commences generating energy and delivering it to the point of interconnection for use by Customer. In the event that the total Contract Price is not received in accordance with the terms hereof, Installer reserves the

right to lock the System in a turned off, non-functioning position, and pursue any other remedies until full payment is received.

Owner and Customer has relied upon Installer to include any and all costs associated with the complete installation of the System to be included in the Contract Price. In the event that additional costs are required by Installer, Installer shall submit a written request to Owner and Customer explaining the reason for such additional costs and the additional amounts that are being sought. Installer, Owner and Customer shall make reasonable efforts to agree on a change order and revised Contract Price. If the parties are unable to come to an agreement within thirty (30) days of written notice, Installer may cancel the Agreement without penalty. Upon such cancellation, Owner shall fully refund any amounts paid by Installer, less any reasonable fees and expenses incurred by Installer.

12. Title:

The Parties hereto agree that title to material, supplies, equipment and other goods covered by this Agreement will pass to Owner upon receipt by Installer of the full Contract Price. In addition, Installer will take all necessary steps to assign all manufacturers' warranties for the System to Owner.

Title to all the material, supplies, and equipment incorporated or to be incorporated into the System shall be free and clear of all liens, claims, security interests or encumbrances and Installer warrants and shall defend such title, at its sole expense, against the claims of third parties. Installer shall immediately notify Owner of the assertion of any lien or encumbrance upon the System or any part thereof.

13. Eligibility to Receive NYSERDA Incentive:

The parties hereto agree and acknowledge that Installer is a NYSERDA Eligible Installer and is eligible to receive the NYSERDA incentive rebate as shown above pursuant to NYSERDA PON-2112. Customer is an electric distribution customer of a local electric provider who contributes to the Renewable Portfolio Standard/System Benefits Charge. Any and all incentive amounts received from the NYSERDA PON-2112 Solar PV Program will be applied in its entirety to Owner's system cost.

14. Termination:

In the event that (i) Installer fails to submit a completed Incentive Application to NYSERDA, (ii) the Incentive Application is not approved by NYSERDA, (iii) the NYSERDA Incentive received by Installer is less than the amounts provided in Section 5 hereof, or (iv) the structural framing of the Installation Location's building does not support the installation of solar panels and ballasts, Customer, Owner or Installer may, prior to the start of the installation and at its sole discretion, terminate this Agreement without penalty and any payments made by Owner or Installer will be refunded less any reasonable fees and expenses.

The parties agree that Owner or Installer may terminate this Agreement with no liability in the event that the local electrical utility denies acceptance of the System's interconnection due to area network restrictions. Customer agrees to use commercially reasonable efforts to assist

Owner and Installer in entering into a metering agreement with the local electrical utility.

15. System Warranty:

Installer warrants the full System for five (5) years to Owner and Customer (the "**System Warranty**"), which shall commence upon the completed installation of the System and receipt of NYSERDA's final approval. Installer warrants that the System (i) has been installed in accordance with prudent industry standards and this Agreement, (ii) shall be free from defects in design, materials and workmanship under normal operating conditions, and (iii) at the time of completion, the System shall be in material compliance with applicable law. The System Warranty covers all components of the System against breakdown or degradation in electrical output of more than ten (10) percent from their original rated electrical output. The System Warranty is limited to repair or replacement of defective components or sub-systems of the System by Installer or its subcontractor.

The System Warranty is limited to the actual System installed by and work performed by Installer and its subcontractors. This System Warranty does not cover intentional or accidental damage, malfunctions or service failures caused by (i) the failure of Owner or Customer to operate and maintain the System in accordance with manufacturer's warranties and prudent industry standards, or (ii) acts of God, floods, storms, lightning, fires, or actions by any federal, state, or local governmental authority.

Owner and Customer agree to maintain the System in proper operating condition in accordance with manufacturer's warranties, as provided by Installer, and prudent industry standards. Owner and Customer shall report any malfunction as soon as it is noticed to Installer.

16. Insurance:

Installer represents that it has purchased and has kept in force commercial general liability insurance, commercial automobile liability insurance and workers compensation insurance. Installer will provide evidence of this insurance to Owner or Customer upon request.

17. Environmental Attributes:

Customer, Owner and Installer acknowledge and agree that Owner will retain ownership of all Environmental Attribute(s), as defined in Section 7 of the Service Agreement, subject to NYSERDA's interest in any REC associated with the System's energy production.

18. Data Monitoring and Reporting:

Customer agrees to take readings measuring the energy generation by the System every six (6) months for the first three (3) years of the System's operation. All such readings and measurements taken pursuant to this Section shall be delivered to Installer in order to be submitted to NYSERDA. Notwithstanding the foregoing, the Parties may agree that either Owner or Installer is responsible for taking such readings or measurements.

19. Access to the System:

Owner and Customer each agree that it will provide (i) NYSERDA or its representative with reasonable access to the System for inspection purposes, provided that NYSERDA shall provide Owner and Customer with three (3) days written notice of such inspection, and (ii) Installer or its representatives with reasonable access to the System in order to for Installer to conduct inspections and/or System maintenance during the 5 year warranty period.

20. Customer Acknowledgments:

In connection with the installation of the System, Customer acknowledges and agrees as follows:

- (i) NYSERDA and its representatives are permitted reasonable access to the System for inspection purposes and Owner and Installer are permitted reasonable access to the System for inspection and maintenance purposes, pursuant to the limitations set forth in Section 18;
- (ii) Customer shall be responsible for any costs associated with bringing any building or structure that the System will be installed on at the Installation Location up to code in order to pass building and electrical inspections and obtain necessary permits and for any costs associated with structure upgrades required, as determined by Installer, to support the System; Notwithstanding the above, the Customer may, prior to the start of installation and at its sole discretion, terminate this Agreement without penalty if the structural framing or electrical system of the building does not support the installation of the solar panels and ballasts.
- (iii) NYSERDA will hold the title to any Renewable Energy Credit ("REC") associated with the System's energy production for three (3) years from the date of System operation, pursuant to the terms of the NYSERDA PON-2112 Solar PV Program;
- (iv) Customer shall enter into the Service Agreement with Owner;
- (v) Installer has permission to take images (including motion picture or still photographers) of the System at the Installation Location for any purposes, including advertising, promotion and marketing; and
- (vi) Customer acknowledges that the present system requires use of a mobile data transmitter to transmit data regarding power production from the electric power meter to Installer for ongoing monitoring. Customer agrees to purchase and prepay for a mobile data service package specified by Installer for a minimum five (5) year period prior to completion of the installation and thereafter according to the terms of the Service Agreement.

21. NYSERDA Terms and Conditions:

NYSERDA's website www.powernaturally.org contains information on NYSERDA and the funding program under which support for this System will be requested. Customer and Owner understand that neither NYSERDA nor the State of New York: (1) endorse any Eligible Installer, or (2) guaranty, warranty, or in any way represent or assume liability for any work

proposed or carried out by an Eligible Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any the System is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the System or the adequacy or safety of such measures. NYSERDA will not make any payment of the incentive rebate to Installer without proofs that all required permits and approvals have been obtained. The Parties agree to collaborate with NYSERDA's Director of Communications should s/he prepare any press release or plan any news conference related to the System and authorize NYSERDA to use System photographs in brochures, on its website and in other print materials.

22. Governing Law:

This Agreement is governed by the laws of the State of New York, notwithstanding choice of law provisions, and any disputes arising under this Agreement shall be venued in Erie County, New York.

23. Notices

Any written notice under this Agreement shall be deemed to have been given when actually delivered. Any such written notice may be delivered personally, or deposited with a nationally recognized overnight courier service or in the United States mail, postage prepaid, addressed to recipient at the following address, or at such other address as the applicable party may request in writing:

<p>If to Installer:</p> <p>Solar Liberty Energy Systems, Inc. 6500 Sheridan Dr. Suite 120 Buffalo, NY 14221</p> <p>Phone: 716-634-3780 Email: Nathan@solarliberty.com</p>	<p>If to Owner</p> <p>Solar Liberty Electric Company, Inc. 6500 Sheridan Dr. Suite 120 Buffalo, NY 14221</p> <p>Phone: 716-634-3780 Email: AKRizzo@solarliberty.com</p>
<p>If to Customer:</p> <p>Mailing Address: Madison County – Dept of Solid Waste 6663 Buyea Rd. Canastota NY 13032</p> <p>Phone: Email:</p>	

24. Entire Agreement; Modifications:

This Agreement and the Service Agreement and NYSERDA's Addendum to Customer Purchase Agreement attached hereto as Exhibit A ("NYSERDA Addendum"), is the entire agreement between the Parties and supersedes all other oral and written communications and representations. In the event of a conflict between terms of this Agreement (including any and all attachments hereto and amendments thereof) and the terms of the NYSERDA Addendum, the terms of the NYSERDA Addendum shall control. Customer may, but is not required to, consult an attorney prior to entry into this Agreement or the Service Agreement.

This Agreement shall bind the respective parties hereto, their successors, legal representatives and assigns.

Modifications to this Agreement must be made in writing and signed by all parties.

25. Assignment:

This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and assigns as permitted by and in accordance with the terms hereof. Installer may not assign this Agreement without the consent of Owner. Owner may assign its interest in this Agreement and sell or grant a security interest in all or any part of the System without notice to or the consent of Customer. In the event of a change in ownership or title of the Installation Location, Customer may assign this Agreement, upon notice to Installer and Owner to the new owner of the Installation Location, provided that such new owner assumes this Agreement and the Service Agreement in writing and customer shall reimburse Owner for any loss of Environmental Financial Incentives or Environmental Attributes.

26. Counterparts:

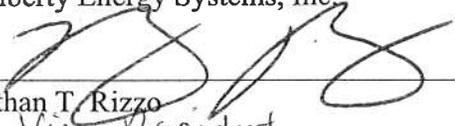
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of any such counterpart, or any electronic or facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy, .pdf-format or other facsimile transmission of any signature of a party hereto shall be deemed an original and shall bind such party.

[Signature Page Follows]

This Agreement entered into this the 13th day of February 2014

INSTALLER:

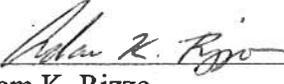
Solar Liberty Energy Systems, Inc.

By:  Nathan T. Rizzo

Its: Vice President

OWNER:

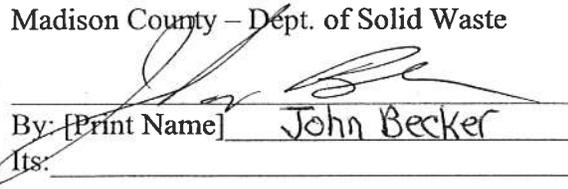
Solar Liberty Electric Company, Inc.

By:  Adam K. Rizzo

Its: President

CUSTOMER:

Madison County – Dept. of Solid Waste

By:  [Print Name] John Becker

Its: _____

EXHIBIT A
NYSERDA Addendum

[Insert provisions]