



SOLARLIBERTY®

SOLAR POWER SERVICES AGREEMENT

NUMBER: 33

EFFECTIVE DATE: August 23, 2013

Name and Address of Host: <i>Madison County Board of Supervisors Department of Solid Waste 6663 Buyea Road Canastota, NY 13032</i>	Name and Address of Provider: <i>Solar Liberty Electric Company, Inc. 6500 Sheridan Dr. Suite 120 Buffalo, NY 14221</i>
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EQUIPMENT DESCRIPTION AND SITE PLAN: SEE SCHEDULE B ATTACHED HERETO.
EQUIPMENT LOCATION/SITE ADDRESS: 6663 Buyea Road, Canastota, NY 13032

SUMMARY OF FINANCIAL TERMS

Estimated Construction Period: 6 months	Total Project Cost: \$250,000.00
Operation Period: 15 years	Total Net Project Cost: \$180,000.00
Payment Frequency: Monthly	
Estimated Monthly Payment:	Host has the option to purchase Project on the 7 th and 10 th Anniversary of the Commercial Operations Date.
Electricity Rate: \$0.05 per kWh	
Monthly Payment: \$223.00 (before True-Up)	

Host is the owner of the real property comprising the Site, and desires to make a portion of such property available to Provider for the construction, operation and maintenance of a solar powered electric generating project, and to purchase from Provider the electric energy produced by the project.

Provider desires to develop, design, construct, own and operate the project located on Host's property, and sell to Host the electric energy produced by the project.

The parties agree to be bound by this Agreement, which includes the Terms and Conditions on the following pages plus Schedules, and Exhibits.

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host affix their seal or authorized signature in execution of this Solar Power Service Agreement as of the Effective Date.

Host: *Madison County Board of Supervisors*

Provider: *Solar Liberty Electric Company, Inc.*

By: *John M. Becker*

By: *Adam K. Rizzo*

Title: *Chairman*

Title: *President*

1. DEFINITIONS.

(a) "Affiliate" means, as to any person, any other person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person. For purposes of this definition, "control" of a person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person whether by contract or otherwise.

(b) "Agreement" means this Solar Power Services Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

(c) "Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

(d) "Applicable Solar Program" means the NYSERDA PON-2112 Program.

(e) "Average kWh Output" means the daily average number of kWh of Energy Output actually delivered to Host from the Project beginning on the Commercial Operation Date and continuing through the date of the applicable Early Termination Event.

(f) "Business Day" means a day other than Saturday, Sunday, or other day on which commercial banks in New York City are authorized or required by law to be closed.

(g) "Change in Law" means that after the date of this Agreement, any Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of any Applicable Law.

(h) "Early Termination Amount with Removal Costs" means, as of the Termination Date, an amount on an after-tax basis equal to: (i) the sum of (A) the Present Value of Host's Purchase Obligations, and (B) the present value of all Environmental Attributes, Tax Attributes (including the value of any recapture of Tax Attributes) and benefits available under the Applicable Solar Program that would have accrued to Provider if termination of this Agreement did not occur as a result of an Early Termination Event, or otherwise; plus (ii) the reasonable costs of dismantling, packing, removing, and transporting the Project that are payable by or on behalf of Provider, if Provider elects to remove the system that is the subject of Project.

(i) "Early Termination Amount without Removal Costs" means, as of the Termination Date, an amount on an after-tax basis equal to: (i) the sum of (A) the Present Value of Host's Purchase Obligations, (B) the present value of all Environmental Attributes, Tax Attributes (including the value of any recapture of Tax Attributes) and benefits available under the Applicable Solar Program that would have accrued to Provider if termination of this Agreement did not occur as a result of an Early Termination Event, or otherwise, and (C) the residual Fair Market Value of the Project.

(j) "Early Termination Event" means each of (a) revocation of any allocated amount under this Agreement by Host under Section 9(a), (b) a Host Event of Default and (c) Provider's termination of this Agreement pursuant to the last sentence of Section 10(b).

(k) "Effective Date" has the meaning provided in the preamble.

(l) "Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources and applicable to Project, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes.

(m) "Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

(n) "Financing Party" means any person providing construction or permanent financing to Provider in connection with the Project, including any person to whom Provider transferred the ownership interest in the Project as part of a sale-leaseback transaction.

(o) "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement and is not the result of the fault or negligence of the affected Party. Subject to the foregoing, Force Majeure Events may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for energy shall not constitute Force Majeure Events.

(p) "Governmental Authority" means any federal, state, municipal, county, regional or local governmental, administrative, judicial or regulatory entity with jurisdiction over the Project, the Site or a Party.

(q) "Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

(r) "Indemnified Person" means any Host Indemnified Person or Provider Indemnified Person.

(s) "Indemnifying Party" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

(t) "Installer" means the person designated by Provider to install the Project on the Site.

(u) "Land Registry" means the county recorder's office or other office where real estate records for the Site are customarily filed.

(v) "Local Electric Utility" means any local electric utility or distribution company providing distribution and/or interconnection services to the Host at the Site.

(w) "Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including reasonable attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

(x) "Lost Provider Revenues" means, for any period during which the Project is not in operation or prevented from delivering energy to the delivery point, an amount equal to the sum of: (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during such period (based upon historical production data or as otherwise reasonably calculated by Provider); and (ii) revenues from Environmental Attributes, Tax Attributes and/or under the Applicable Solar Program that Provider would have received with respect to electric energy that would have been produced by the Project during such period.

(y) "Operations Year" means the twelve-month period commencing upon the Commercial Operations Date and each successive twelve-month period thereafter throughout the Term.

(z) "Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider.

(aa) "Point of Delivery" means the point so identified on Exhibit C.

(bb) "Present Value of Host's Purchase Obligations" means the dollar value of the total quantity of all electrical energy generated by the Project (measured in kWh) and delivered in accordance with Section 5 hereof to the Point of Delivery (the "Energy Output") for the remaining portion of the Term, calculated by applying a present value discount rate equal to the prevailing prime rate of interest as published in The Wall Street Journal on the day preceding the date of the applicable Early Termination Event, to the product of the following: (i) the number of days remaining in the Term, *times* (ii) the product of (x) the purchase price per kWh Host would otherwise pay for such Energy Output pursuant to Section 6 *times* (y) the Average kWh Output, reduced by the present value of an assumed degradation of Average kWh Output for the remaining portion of the Term at the rate of one-half percent (0.50%) annually.

(cc) "Project" means an integrated system for the generation of energy from solar energy consisting of the photovoltaic panels and associated equipment to be installed on the Site in accordance with this Agreement.

(dd) "Relocation Period" means the duration of any relocation of the Project, starting at the shutdown of the Project and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as reasonably determined by Provider.

(ee) "Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project.

(ff) "Site" means the parcel of real property described on Exhibit B attached hereto.

(gg) "Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any other tax deductions or benefits under the Internal Revenue Code or Applicable Law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits, any grants or payments in lieu thereof and accelerated and/or bonus depreciation.)

(hh) "Host's Purchase Obligations" means the estimated dollar value of the estimated sum total of all electrical energy generated by the Project (measured in kWh) and delivered in accordance with Section 5 hereof to the Point of Delivery (the "Energy Output") for the remaining portion of the Term.

2. TERM.

(a) Term. The "Term" shall consist of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement.

(b) Initial Period. The "Initial Period" will commence on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The "Operations Period" will commence on the Commercial Operation Date and will terminate on the fifteenth (15th) anniversary of the Commercial Operation Date unless extended pursuant to Section 2(d).

(d) Extensions. Twenty-four months prior to the end of the Operations Period, the Parties will meet to discuss the extension of this Agreement on terms and conditions reflecting the then current market for solar generated energy and with such other amendments and additional terms and conditions as the Parties may agree. Neither Party shall be obligated to agree to an extension of this Agreement.

3. ACCESS LICENSE.

(a) Access Specifications. Host hereby grants Provider and its designees (including Installer, its subcontractors and any Financing Party) a royalty-free, irrevocable license coterminous with the term of the Agreement to access the Site, at reasonable times and upon reasonable notice, for the purposes of designing, installing, inspecting, operating, maintaining, repairing and removing the Project and any other purpose set forth in this Agreement ("Access License"). If Host is not the fee owner of the Site, Host shall deliver to Provider an acknowledgment from the fee owner of the Site in form and substance reasonably acceptable to Provider. The Access License includes without limitation:

(i) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site for purposes of designing, installing, operating, maintaining, repairing and removing the Project. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Transmission Lines & Communication Cables. The right to locate transmission lines and communications cables across the Site.

(iii) Storage. Adequate storage space on the Site for materials and tools used during construction, installation, and maintenance of the Project, including shelter and security for stored items.

(iv) Utilities. Non-potable water, drainage and electrical connections on the Site for use by Provider in installing, operating and maintaining the Project.

(v) Removal and Restoration. Provider's Access License with respect to removal of the Project and restoration of the Site shall continue for one

hundred eighty (180) days following the expiration or termination of this Agreement.

(vi) Project Footprint. Provider shall have the exclusive right to use the construction footprint of the Project on the Site during the Initial Period.

(b) Recording. Upon request by Provider, the Parties shall execute and record with the appropriate Land Registry a memorandum of license documenting the Access License as may be reasonably requested by Provider. The cost of recording shall be borne by Provider.

(c) Remote Monitoring. Provider will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for Provider and Host to remotely monitor the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair. Such work shall be at Provider's sole expense, except as otherwise provided pursuant to this Agreement. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Site for the Project, including the right to inspect the physical condition of the structures on which the Project will be located; to apply for any permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other Governmental Authority for receipt of payments for the Project under the Applicable Solar Program; to apply to any other Governmental Authority or other persons for grants, approvals or other determinations necessary for the construction or receipt of revenues from the Project; and to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project.

(b) Termination of Development Activities. At any time during the Initial Period, Provider shall have the right to cease development of the Project for any reason in its sole discretion. If Provider gives Host notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; and (ii) Provider shall restore any portions of the Site disturbed by Provider to their pre-existing condition. In the event Provider shall exercise its right to terminate the Agreement under this provision in its sole discretion and not for cause or due to force majeure, Provider shall reimburse Host for reasonable out of pocket expenses incurred up to the termination date.

(c) Commencement of Construction, Modification of Design. At any time during the Initial Period, upon at least ten (10) Business Days notice to Host, Provider shall have the right to commence installing the Project on the Site.

(i) As of the Effective Date, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit C attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint, location and height set forth in Exhibit C without Host's approval.

(d) Construction Commencement Deadline. If within 210 days following the Effective Date (not including any days in which a Force Majeure Event existed), Provider has not commenced the installation of the Project on the Site, Host may

give notice to Provider of its intention to terminate this Agreement. If Provider does not commence installation of the Project within twenty-one (21) days, this Agreement shall terminate. Upon any termination in accordance with this Section 4(d), except as provided in Section 4(b) neither Party shall have any further liability to the other Party, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; and (ii) Provider shall restore any portions of the Site disturbed by Provider to their pre-existing condition.

(e) Contractors. Provider shall advise Host of the identity of Installer prior to commencement of the work on the Site. Provider shall cause Installer to use licensed contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work upon reasonable prior notice to Host. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project.

(f) Status Updates; Commercial Operation Date. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of the Local Electric Utility, has been installed in accordance with all Applicable Laws and is capable of delivering energy to the Point of Delivery on a continuous basis, Provider shall so notify Host and shall specify the date ("Commercial Operation Date") for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. All work on Project by Provider shall be performed in compliance with all Applicable Laws and in accordance with the generally accepted practices of the solar generation industry. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall keep the Site reasonably clear of debris, waste material and rubbish, and comply with reasonable safety procedures established by Host for conduct of business on the Site. Host shall ensure that its employees, contractors and invitees shall not tamper or interfere with the Project, and Host shall be responsible for any damage or injury caused by any such tampering or interference.

(h) Hazardous Materials. Host shall excavate the Site in preparation of Installer and Provider's work on the Project and take all measures needed to ensure that the Site is free of any Hazardous Materials prior to commencement of work by Installer and Provider. Should, Hazardous Materials be found on Site prior to commencement of work by Installer and Provider, Host shall have the option to terminate the project, provided that they reimburse Solar Liberty for all reasonable out of pocket expense. Provider and Installer are not responsible for any Hazardous Materials that they encountered at the Site. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host. Host shall, if required by Applicable Law notify any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials located at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Agreement. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall

reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(i) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Host premises, including the Project. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations.

(j) Project Shut Down. Provider may shut down the Project at any time without notice in order to perform required emergency repairs to the Project or as directed by the Local Electric Utility. At other times, Provider shall give Host notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing energy that would have been produced by the Project but for such shutdown. Provider shall not schedule shutdowns during peak periods of electric generation, except as may be required in accordance with prudent electric industry safety practices.

(k) Applicable Solar Program Requirements. The Parties shall comply with the obligations adopted by the Applicable Solar Program. In the event of any inconsistency between the obligations of the Parties under this Agreement or any of the requirements of the Applicable Solar Program, the more stringent obligation shall govern, and if such cannot be determined, the requirements of the Applicable Solar Program shall govern. In no event shall this provision require Host to perform any obligation(s) reasonably calculated to cost Host an additional ten percent (10%) of the cost of electricity delivered to Host.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Term, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit C. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery.

(b) Delivery of Electricity. The electric energy from the Project shall be delivered from Provider to Host at the specifications set forth in Exhibit C and otherwise in compliance with all requirements of the Local Electric Utility.

(c) Limits on Obligation to Deliver. Provider does not warrant or guarantee the amount of electric energy to be produced by the Project for any hourly, daily, monthly, annual or other period. Provider is not an electric utility or public service company and does not assume any obligations of an electric utility or public service company to supply Host's electric requirements. Provider is not subject to rate review by any Governmental Authority.

(d) Meter Testing. Provider shall install one or more meter(s) at the Project, as Provider deems appropriate, to measure the output of the Project at the Point of Delivery, which Provider shall own. The meter shall be sealed and the seals shall be broken only upon occasion when the meters are to be inspected, tested, serviced or adjusted by Provider only. However, where possible, Host shall be notified when the seal is broken to observe. Provider shall install an Interval Data Recorder (IDR) with industry standard telemetry at the Project. Provider shall conduct tests of the meters at such times as it deems appropriate in accordance with industry standards, but not less than once in any two-year period. Host may, at its sole expense, arrange pay for independent testing of the meter(s) in excess of such minimum testing schedule that Host deems necessary. If any testing should reveal an error of less

than or equal to one percent (1%) no billing adjustments will be made. In the event there is an error of greater than one percent (1%), Provider shall (i) make corresponding adjustments to the records of the amount of electrical energy provided by the Project delivered for the period that is half-way in between the date of such testing and the last testing date of the meter (but in no event shall the period of such adjustment exceed twelve (12) months) and (ii) cause any related amounts owing to or from Host as a result of such adjustments to be reflected in the next Annual Statement to be delivered under Section 6(b) hereof.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for energy produced by the Project at the rates set forth in Exhibit A attached hereto. Such rates shall become effective on the Commercial Operation Date at the "Year 1" rate shown in Exhibit A and shall adjust annually thereafter in accordance with Exhibit A on each anniversary of such date.

(b) Monthly Payments; Annual True-Up.

(i) Monthly Payment. For each Operations Year, Host shall pay for the energy estimated to be produced by the Project in twelve equal, consecutive monthly payments, payable in arrears, as set forth in Exhibit A.

(ii) Annual True-Up. Promptly after the end of each Operations Year, Provider shall provide Host with a written statement (the "Annual Statement") setting forth (X) the total amounts payable by Host (expressed as the product of the quantity of power produced and the applicable rate) for the Operations Year and (Y) the total of the monthly payment amounts (pursuant to Exhibit A) for the Operations Year. For purposes of this Agreement, the "Annual True-Up Amount" means, for a given Operational Year, is the amount calculated in clause (X) minus the amount calculated in clause (Y). If the Annual True-Up Amount is a positive number, the Host shall pay to Provider an amount equal to the Annual True-Up Amount. If the Annual True-Up Amount is a negative number, the Provider shall pay to Host an amount equal to the Annual True-Up Amount. All payments of the Annual True-Up Amount shall be made in connection with the next scheduled EFT payment pursuant to Section 6(c).

(c) Payment. Unless otherwise agreed in writing between Provider and Host, all payments under this Agreement shall be made via Electronic Funds Transfer (EFT) to an account designated by Provider in a written notice delivered to Host. Host hereby expressly authorizes Provider to apply automatic electronic payments from Host's bank account and agrees to execute an EFT authorization agreement or similar document to effectuate such EFT payments. Host shall pay the monthly payment amount pursuant to Exhibit A within ten (10) Business Days after the first day of each calendar month. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate of 1% per month, compounded monthly.

(d) Disputed Amounts. If Host objects to all or a portion of an Annual Statement, Host shall, on or before the date the monthly payment is due, provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date a monthly payment is due, Host shall be obligated to pay the full monthly payment amount without prejudice to its right to subsequently dispute such amount; provided, however, that Host may not object to any Annual Statement more than twelve (12) months after the date on which the Annual Statement was provided to Host. The right to dispute or object to an Annual Statement, shall, subject to the time limitation provided in this Section 6(d), survive the expiration or termination of this Agreement.

(e) Solar Program Funding Changes. The payment obligations are dependent upon the funding or incentive commitment under the Applicable Solar Program, which may be subject to change without notice. In the event that the Applicable Solar Program is cancelled or the amount of funding is reduced for this Program, Provider is entitled to reevaluate the program for feasibility and revise the payment amount proportional to the incentive change or terminate this Agreement so long as

construction of the Project has not commenced. In no event shall this provision require Host to perform any obligation(s) reasonably calculated to cost Host an additional ten percent (10%) of the cost of electricity delivered to Host.

7. SUPPLEMENTAL POWER, NET METERING AND RECS.

(a) Back-up and Supplemental Electricity. Host shall be responsible for obtaining and paying for all of its requirements for back-up energy or supplemental energy in excess of the amounts produced by the Project. Provider shall have no obligation to obtain or pay for such back-up or supplemental energy.

(b) Net Metering & Utility Credits. At any time that electric production from the Project is greater than Host's requirements at such time, Host shall nevertheless pay Provider for all of the electricity produced by the Project at the rates and in the manner provided in this Agreement. Host may make arrangements so that electricity in excess of Host's requirements may be delivered to the Local Electric Utility through the Point of Delivery and Host shall be permitted to retain any credits or payments from the Local Electric Utility that may be available under net metering or similar programs excluding any such credits or payments to which Provider is entitled pursuant to Sections 7(d) through 7(g). Provider shall reasonably cooperate with Host to facilitate Host's receipt of payments or benefits under such net metering or similar programs.

(c) Interconnection. Provider shall configure the interconnection of the Project with Host's Local Electric Utility in a manner which that permits delivery of excess energy on a bi-directional or "net metering" basis.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this paragraph (d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Provider (and/or Financing Party) shall be the owner of any Environmental Attributes, which may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity

or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) No Resale of Electricity. Except as contemplated by the provisions of Section 7(b), the energy purchased by Host from Provider under this Agreement shall not be resold, assigned or otherwise transferred to any other person without prior approval of the Provider, which approval shall not be unreasonably withheld, and Host shall not take any action which would cause Host or Provider to become an electric utility or public service company.

(i) Provider Is Not A Utility. Neither Party shall assert that Provider is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any Governmental Authority as a result of Provider's obligations or performance under this Agreement. If at any time as a result of any Change in Law, Provider would be subject to regulation as an electric utility or public service company (or its equivalent) by any Governmental Authority by virtue of this Agreement, Host will use its best efforts to restructure this Agreement so that Provider will not be subject to such regulation (while preserving for both Parties the substantive economic benefits conferred hereunder).

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

(a) Permits. Provider shall pay for and obtain all approvals from Governmental Authorities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval save for any such approvals that are related to the use or occupancy of the Site. Host shall cooperate with Provider in obtaining and maintaining any such approvals.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times during the Term. The Project is personal property and shall not attach to or shall not be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Site, on notice of the ownership of the Project and the legal status or classification of the Project as personal property.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by Governmental Authorities for taxes ("Lien") on or with respect to the interests of the other in the Site, and the Project, and in the Access License granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer and its subcontractors execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided, however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non-Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Site which could reasonably be

construed as prospectively attaching to the Project, Host shall promptly upon request of Provider, provide an acknowledgement and consent from such lienholder, in form and substance reasonably acceptable to Financing Party, stating that the ownership of the Project remains in Provider and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement. If Host is the fee owner of the Site, Host consents to the filing of a disclaimer of the Project as a fixture of the Site in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Site. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Host's expense, in the appropriate Land Registry. Host may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access License granted hereunder, and the priority of Provider's (and/or Financing Party's) rights in the Project and the Access License.

9. ENERGY PERFORMANCE CONTRACT.

(a) Host represents to Owner that this contract is an energy performance contract and that Host is an agency or municipality of the State of New York within the meaning of Article 9 of New York State Energy Law. Accordingly and only to the extent required by Article 9 of New York State Energy Law, this contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract. Host represents that the amount allocated and appropriated under this Agreement for any given allocation period ("Allocation Period") includes Host's Purchase Obligations under this Agreement plus an amount equal to the greater of (i) Early Termination Amount With Removal Costs or (ii) Early Termination Amount Without Removal Costs at the end of the Allocation Period. In the event that the monies appropriated and made available under this Agreement are reduced, revoked, or misappropriated by Host at any time during the Allocation Period, this Agreement shall be terminated and Owner shall have the option to (A) decommission and remove the Project and collect the Early Termination Amount With Removal Costs or (B) leave the Project in place and collect the Early Termination Amount Without Removal Costs.

(b) Removal of Project after Termination. If Owner exercises its option set forth in Section 9(a)(A) above to decommission and remove the Project, then Provider, at its expense, shall promptly decommission and remove the Project and restore the property to its original condition, except that Provider shall not be obligated to remove any support structures for the Project which are affixed to Host's structures or any below grade structures (including foundations and conduits) or any roads. The Access License shall govern provider's access during such decommissioning. In exercising such access and performing the decommissioning, Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), Host will pay Provider all Lost Provider Revenues with respect to the period of such shutdown.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance or emergency repairs as provided in Section 4(j), Provider may shutdown the Project if in the exercise of its reasonable judgment, Provider believes Site conditions or activities of persons on the Site which are not under the control of Provider, whether or not under the control of Host, may

interfere with the safe operation of the Project. Provider shall give Host notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce the duration of any shutdown. In the event of such a shutdown, Host shall be deemed to have acted under Section 10(a) to shut down the Project, and shall pay Provider all Lost Provider Revenues with respect to the period of the shutdown. If a shutdown pursuant to this Section 10(b) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Host to pay the Early Termination Amount with Removal Costs.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, Host will pay Provider all Lost Provider Revenues with respect to any Relocation Period.

(d) Host Facility Shutdown. In the event that any facilities of the Host are closed or inoperable as a result of an event that is not: (i) a Force Majeure Event; or (ii) caused by or related to any unexcused action or inaction of Provider, Host shall nevertheless continue to pay Provider for all energy produced by the Project on the Site and delivered to the Point of Delivery.

(e) Interconnection Deactivated. If a Local Electric Utility connection becomes deactivated or the Project becomes disconnected such that the Project is no longer able to produce or deliver energy to the Local Electric Utility, Host will pay Provider any Lost Provider Revenues associated with the period of such deactivation, provided that (i) the reason for the deactivation or disconnection (A) is a Force Majeure Event; or (B) is not caused by or not related to any unexcused action or inaction of Provider; (ii) Host promptly notifies Provider of the deactivation or disconnection; and (iii) Host causes the reactivation or restores connection promptly after the cause of the disconnection or deactivation is addressed.

(f) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host may be released from further obligations under this Agreement.

(g) Alterations or Rewiring. Host shall be responsible for Lost Provider Revenues resulting from any changes or alterations to the electrical wiring configuration by Host that decreases Projects power output.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall be responsible for all taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly

against it and shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Host shall be responsible for all ad valorem personal property or real property taxes levied against the Site, improvements thereto and personal property located thereon, except that Provider shall be responsible for ad valorem personal property or real property taxes levied against the Project. If Host is assessed any taxes related to the existence of the Project on the Site, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting any such assessment; provided, however, that Host shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Provider. If after resolution of the matter, such tax is imposed upon Host related to the improvement of real property by the existence of the Project on the Site, Provider shall reimburse Host for such tax.

(d) Tax Contests. Each Party has the right to contest taxes in accordance with Applicable Law. Each Party shall use all reasonable efforts to cooperate with the other in any such contests of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) Payment of Delinquent Taxes. In the event either Party fails to pay any taxes that may become a lien upon the other Party's property, such other Party may pay such amounts and in such event shall be entitled to recover such paid amount, together with interest thereon at the rate of one percent (1%) per month compounded monthly, from the Party that failed to pay same.

(f) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice therefor from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Host shall obtain and maintain on or with respect to the Project at its own expense (i) liability insurance insuring against liability for bodily injury and property damage in the amount of \$1,000,000 per incident and \$2,000,000 yearly cumulative, and (b) all-risk physical damage insurance (including without limitation catastrophic risks) insuring against loss or damage to the Project in an amount not less than the greater of the Fair Market Value or the Early Termination Amount effective the day of loss. Host shall furnish Provider with a certificate of insurance evidencing the issuance of a policy or policies naming Provider as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to Provider, shall insure Provider's interest, regardless of any breach or violation by Host of any warranties, declarations or conditions in such policies; and shall contain a clause requiring the insurer to give to Provider at least 10 days prior written notice of (i) the cancellation of such policy or (ii) any amendment to the terms of such policy if such amendment would cause the policy no longer to conform to the policy requirements stated in this Section. Provider shall be under no duty to ascertain the existence of or to examine any such policy or to advise Host in the event any such policy shall not comply with the requirements hereof. In the event that Host shall fail to obtain the insurance required under this Section, Provider may obtain insurance in accordance with this Section and Host shall be required to reimburse Provider for all reasonable fees and expenses, including insurance premiums, in connection therewith.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.

(a) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and

provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

(b) Host to Not Restrict Sunlight. Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site, which will interfere with, reduce or obstruct the Project's access to direct sunlight.

(c) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) ten years and (ii) the remaining term of this Agreement.

14. PRESS RELEASES, PUBLICITY AND CONFIDENTIALITY.

(a) Press Releases. The Parties acknowledge that they each may desire to publicize information about this Agreement and the Project. The Parties therefore agree that each may make independent press releases about entering into this Agreement, the size and location of the Project, and the identity of the other Party, without the prior written consent of the other Party, subject to the provisions of Section 14 (c).

(b) Limits on Disclosure of Information. Except as provided by the applicable provisions of the New York Public Officers Law and the New York Open Meetings Law, each Party agrees that it shall not disclose the terms and conditions of this Agreement (including all Exhibits, pertinent site plans, related project specifications, and any subsequent revisions to the same) to any other person or use the terms and conditions for any purpose other than fulfilling its obligations under this Agreement.

(c) Reporting Rights. Provider shall retain all publicity rights with respect to the Project. Without the express written consent of Provider, which shall not be unreasonably withheld or delayed, Host shall not make or publish any public statement or notice regarding any Environmental Attribute or Tax Attribute with respect to the Project or the energy output of the Project. After consultation with Provider, Host shall have the right to publicize that it is serving as a "site host" for the Project and to display photographs of the Project in its advertising and promotional materials; provided, however, that (i) any such materials shall identify Provider as the owner and developer of the Project, and (ii) any such publication shall be in compliance with Applicable Laws, including but not limited to FTC rules and regulations.

(d) Signage. Provider shall have an irrevocable license to display reasonable signage for the purpose of marketing and identifying Provider on the Site during the Installation Period, subject to applicable laws and Purchaser's approval, which approval shall not be unreasonably withheld.

15. INDEMNIFICATION.

(a) Provider Indemnification. To the fullest extent permitted by law, Provider shall defend, indemnify and hold harmless Host, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, and liabilities, whether arising in law or in equity, arising out of or resulting from the Provider's performance of the work and/or duties contemplated by this agreement and which are caused, in whole or in part, by or because of any negligent, culpable and/or wrongful act or omission of Provider, directly or indirectly, and/or by the Provider's agents, servants, employees, subcontractors and/or any person or entity employed by Provider or for whose conduct or action Provider may be found or held liable,

directly or indirectly agents or employees. It is the intention of the parties that the right and entitlement of Host to a defense, to be held harmless, and to indemnification shall be as broad as permitted under applicable law. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity, which would otherwise exist as to any party or person subject to this agreement. In the event that Provider shall fail or refuse to defend, hold harmless and/or indemnify the Host against any such claim, loss, damage, judgment, settlement or action, Provider shall be liable to the Host for all reasonable expense incurred by the Host in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the Host, including all attorney's fees, incurred by the Host in pursuing claim or suit or action against or recovering fees costs and expense from Provider.

(b) Host Indemnification. To the fullest extent permitted by law, Provider shall defend, indemnify and hold harmless Solar Liberty, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, and liabilities, whether arising in law or in equity, arising out of or resulting from the Provider's performance of the work and/or duties contemplated by this agreement and which are caused, in whole or in part, by or because of any negligent, culpable and/or wrongful act or omission of Host, directly or indirectly, and/or by the Host's agents, servants, employees, subcontractors and/or any person or entity employed by Host or for whose conduct or action Host may be found or held liable, directly or indirectly agents or employees. It is the intention of the parties that the right and entitlement of Provider to a defense, to be held harmless, and to indemnification shall be as broad as permitted under applicable law. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity, which would otherwise exist as to any party or person subject to this agreement. In the event that Host shall fail or refuse to defend, hold harmless and/or indemnify the Provider against any such claim, loss, damage, judgment, settlement or action, Host shall be liable to the Provider for all reasonable expense incurred by the Provider in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the Provider, including all attorney's fees, incurred by the Provider in pursuing claim or suit or action against or recovering fees costs and expense from Provider.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense of the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity

payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of the Effective Date, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of organization or incorporation and of the state in which the Project is located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any Governmental Authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any Governmental Authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of the Effective Date, that:

(i) Electric Usage. Host has provided to Provider complete and correct records of its electric usage at the Site for the preceding three (3) years.

(ii) Condition of Site. Host has provided to Provider complete and accurate records and information of the physical condition of the Site. If it is discovered that the actual site conditions on part of, or on the entire Site upon which all or part of the Project is to be installed, are materially different from the information presented by Host, then the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions.

(iii) Financial Information. The financial statements Host has provided to Provider present fairly in all material respects the financial condition and results of operations of Host.

(iv) Title. The title to the Site is not impaired by any outstanding contract, covenant, interest, lien, or mortgage in conflict with this Agreement. Host has full authority to grant the Access License.

(c) Provider Warranty. PROVIDER MAKES NO REPRESENTATIONS AND WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. FORCE MAJEURE.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Obligations to make payments for services already provided shall not be excused by a Force Majeure Event.

(c) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the provisions of Section 9(b). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement, which accrued prior to the termination, and the provisions of Section 14, Section 15, and Section 23 hereof shall continue to apply notwithstanding the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will promptly submit to Host a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then-applicable and future rates set forth in Exhibit A such that the new rates compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the rates set forth in Exhibit A.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16 hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or

warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of notice from Host identifying the defect.

(ii) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(a) (relating to Force Majeure Events), and such failure is not cured within sixty (60) days after receipt of notice from Host identifying the failure.

(iii) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Financing Party Opportunity to Cure; Host Remedies. Upon an Event of Default by Provider, provided that Host complies with its obligations under Section 21 and Financing Party does not cure such Event of Default by Provider within the time period provided under Section 21(a)(iii), Host may terminate this Agreement and pursue remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16 hereof, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of notice from Provider identifying the defect.

(ii) Obstruction. Host obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within ten (10) days after receipt of notice thereof from Provider.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within thirty (30) days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(a) (relating to Force Majeure Events), and such failure is not cured within sixty (60) days after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Provider Remedies. If a Host Event of Default described in Section 20(a) has occurred and is continuing, and Host fails to correct or cure the conditions causing such Host Event of Default within the applicable cure period, if any, then Provider shall have the right to terminate this Agreement and, at Provider's sole election (i) require Host to promptly pay to Provider the greater of (A) the Early Termination Amount with Removal Costs and (B) the Fair Market Value of the Project, and Provider shall complete removal of the Project in accordance with this Agreement; or (ii) sell the Project's Energy Output to persons other than Host and recover from Host any loss in revenues resulting from any such sales. Notwithstanding the foregoing, nothing in this Section 20(b) shall be construed to prevent Provider from pursuing any other remedies available to it at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Project. Host acknowledges that Provider may obtain construction financing for the Project from third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Financing Party, Host agrees as follows:

(i) Consent to Collateral Assignment. Host hereby consents to both of the sale of the Project to a Financing Party and the collateral assignment to the Financing of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with

respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any consent to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

EXCEPT WITH RESPECT TO PAYMENT OF THE EARLY TERMINATION AMOUNT WITH REMOVAL COSTS OR THE EARLY TERMINATION AMOUNT WITHOUT REMOVAL COSTS, OR IN CONNECTION WITH THIRD-PARTY INDEMNIFICATION CLAIMS, NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Mediation. If, after such negotiation in accordance with Section 23(a), the Dispute remains unresolved, either Party may require that a non-binding mediation take place. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the American Arbitration Association to appoint a mediator. The mediator's fee and expenses shall be paid equally by each Party.

(c) Arbitration of Disputes.

(i) Rules of Arbitration. Any Dispute that is not settled to the mutual satisfaction of the Parties pursuant to Sections 23(a) or 23(b) shall (except as provided in Section 23(d)) be settled by binding arbitration between the Parties conducted in Rochester, New York, or such other location mutually agreeable to the Parties, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in effect on the date that a Party gives notice of its demand for arbitration.

(ii) Dispute Submission. The Party initiating the Arbitration (the "Submitting Party") shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party (the "Responding Party"), which demand must include statements of the facts and circumstances surrounding the dispute, the legal obligation claimed to have been breached by the other Party, the amount in controversy and the requested relief, accompanied by all relevant documents supporting the Demand.

(iii) Arbitrator Selection. The arbitrator(s) selected shall have contract resolution experience and experience in the electric power business and shall not have any current or past substantial business or financial relationships with the Parties or their Affiliates. Prior to Arbitration, the Parties and Arbitrators agree to be bound by a non-disclosure agreement to prevent disclosure and use for a purpose other than arbitration of confidential information that is not their own confidential information. If the amount in controversy is less than \$250,000, the Dispute will be determined by a single neutral arbitrator, who will be chosen by the Parties within forty-five (45) days of submission of the demand on the Responding Party. If the Parties cannot agree on a single neutral arbitrator within such period, the AAA shall choose the arbitrator. If the amount in controversy is \$250,000 or greater, the Dispute will be determined by a Panel of three (3) arbitrators. Each Party shall select one arbitrator, but if a Party fails to select an arbitrator within forty-five (45) days of the submission of the demand on the Responding Party, the AAA will choose the arbitrator. The two arbitrators so selected will select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators cannot select the third arbitrator within thirty (30) days (or such additional time as the Parties may agree) of the selection of both of the first two arbitrators, the third arbitrator shall be chosen by the AAA. As used herein, "Panel" means either a single arbitrator or a group of three arbitrators selected as provided herein.

(iv) Discovery. Within fifteen days (15) of the selection of the third arbitrator, the Parties shall submit statements to the Panel summarizing the issues in the case and including recommendations for discovery. Within twenty (20) days of receipt of the statements from the Parties, the Panel will meet with the Parties and issue orders on the scheduling of the case and any discovery to be permitted.

(v) Decision. Upon ten (10) days of completion of the hearing conducted by the Panel, each Party shall submit to the Panel its proposal for resolution of the dispute. The Panel in its award shall be limited to selecting only one of the two proposals submitted by the Parties. The award shall be in writing (stating the amount and reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims and counterclaims presented to the Panel. The Panel shall be permitted, in its discretion, to add pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(vi) Expenses. Unless otherwise ordered by the Panel, each Party shall bear its own expenses and one-half of the cost of the Panel. Payments of the Panel's costs shall be made on a monthly basis prior to the Award.

(d) Exceptions to Arbitration. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary

restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to enforce an award of a Panel or otherwise to collect payments not subject to bona fide dispute; or (iii) claims involving third parties who have not agreed to participate in the arbitration of the Dispute.

(e) Survival of Arbitration Provisions. The provisions of this Section 23 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

(a) Delivery of Notices. All notices or other communications which may be or are required to be given by any party to any other party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email, addressed as follows:

If to Host:
Madison County Board of Supervisors
Madison County Office Building
Wampsville, NY 13032
Attention: County Attorney
Email: [James.zecca@madisoncounty.ny.gov

With a copy to: William M. Buchan, Esq.
Buchan & Sutter, P.C.
15 Lakeshore Drive
Constantia, New York, 13044
Email: wmbuchan@gmail.com

If to Provider:
Solar Liberty Electric Company, Inc.
6500 Sheridan Drive, Suite 120
Buffalo, NY 14221
Attention: Paul T. Lavoie, General Counsel
Email: plavoie@solarliberty.com

25. Notices shall be effective when delivered in accordance with the foregoing provisions.

26. Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

27. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the State of New York without regard to conflict of law principles.

(b) Choice of Forum. Each Party irrevocably and unconditionally agrees that any suit, action or other legal proceeding arising out of the Agreement shall be brought exclusively in the federal or state courts located in Monroe County, State of New York; consents to the jurisdiction of such courts; and waives all challenge to venue of such courts.

(c) Waiver of Jury Trial. The Parties hereby knowingly, voluntarily and intentionally waive any rights they may have to a jury trial in respect to any litigation based hereon or arising out of, under or in connection with this Agreement.

(d) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; Governmental Authorities; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

(e) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party, which would have been benefited by the provision, does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23(c) in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(f) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(g) Assignment. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in

part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section, transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement; provided however, with respect to Host, such surviving entity is acceptable to Financing Party in its sole discretion. Any purported assignment made in violation of this Section shall be deemed void *ab initio*.

(h) Service Contract. This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

(i) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(j) Entire Agreement and Merger. This Agreement together with each of the Exhibits, the applicable PON 2112 Addendum(s), and the Solar Installation Agreement, together with its Attachments, signed concurrently herewith consist of the entire agreement among the parties hereto with respect to the Project and supersedes all prior agreements, including promises, covenants, oaths and representations between the parties with respect to or relating to Project.

(k) 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. Delivery of signature by facsimile, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

[Exhibits and Schedules to Follow]

EXHIBIT A

ENERGY PURCHASE RATES AND MONTHLY PAYMENT AMOUNTS

Operations Year	Estimated Yearly Production (kWh)	Price per kWh	Yearly Estimated Payments	Number of Payments	Average Monthly Payment (Before True-Up)
1	53452	\$0.05	\$2,673	12	\$223
2	53345	\$0.05	\$2,667	12	\$222
3	53334	\$0.05	\$2,667	12	\$222
4	53324	\$0.05	\$2,666	12	\$222
5	53313	\$0.05	\$2,666	12	\$222
6	53302	\$0.05	\$2,665	12	\$222
7	53292	\$0.05	\$2,665	12	\$222
8	53281	\$0.05	\$2,664	12	\$222
9	53270	\$0.05	\$2,664	12	\$222
10	53260	\$0.05	\$2,663	12	\$222
11	53249	\$0.05	\$2,662	12	\$222
12	53239	\$0.05	\$2,662	12	\$222
13	53228	\$0.05	\$2,661	12	\$222
14	53217	\$0.05	\$2,661	12	\$222
15	53207	\$0.05	\$2,660	12	\$222

*Total monthly payment amounts in a given Operations Year are subject to true-up at the end of each Operations Year, pursuant to Section 6(b).

EXHIBIT B

DESCRIPTION OF SITE

To include:

Site Address: 6663 Buyea Road, Canastota NY 13032

Aerial Photograph: See Site Plan

Legal Description of Host's property

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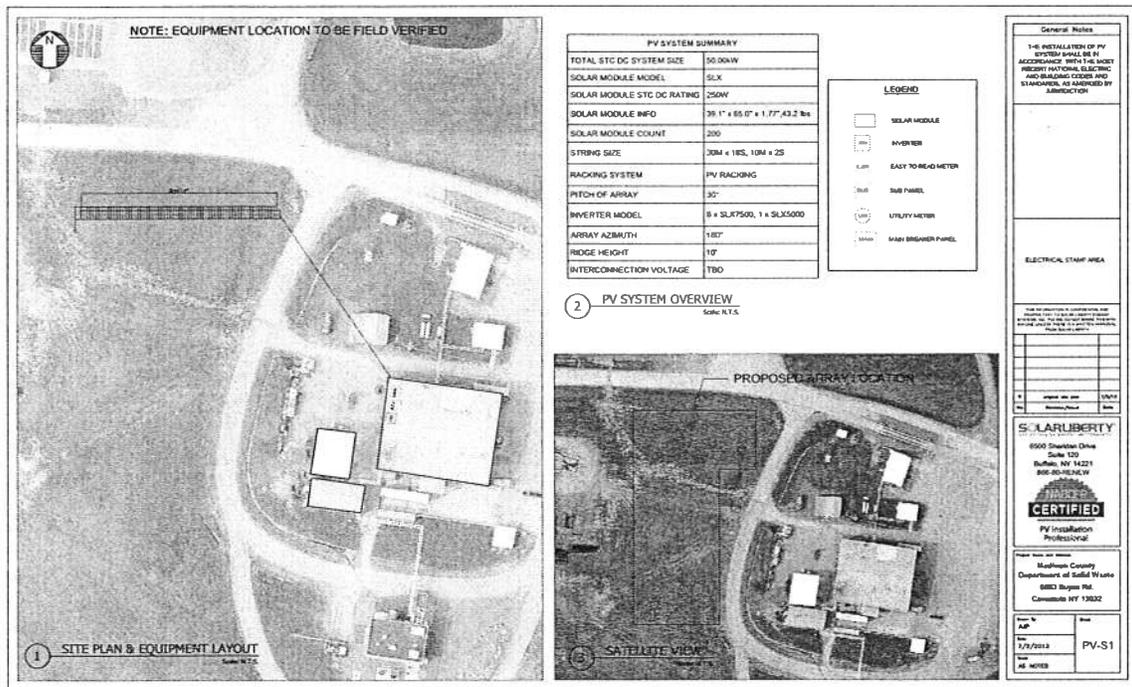


EXHIBIT C

DESCRIPTION OF PROJECT

Point of Delivery: Main Distribution Panel
Nameplate capacity: 50kW
Building Footprint
Output Criteria: 60 cycle 120 hertz 3 phase
System CEC-AC rated Capacity (kW)
Quantity and type of Photovoltaic Modules: 200xSLX250
Quantity and type of Inverters: 6xSLX7500, 1xSLX5000
Type of Mounting Structure: Ground Mounted Racking System
Other Balance-of-System items, and
Data Monitoring Equipment
Perimeter Fencing: Not Included