

ADDENDUM TO CUSTOMER PURCHASE AGREEMENT

This addendum has been developed to identify significant issues that the Parties to this Agreement should recognize. The NYSEERDA Eligible Installer is identified below as "Installer", the Customer/Owner is identified below as "Customer," and the Eligible Installer's Affiliated Entity is identified as the "Company." PV systems approved for incentives by NYSEERDA are referred to as PV Systems. To be eligible for incentives from NYSEERDA, all Customer Purchase Agreements must include a copy of this Addendum signed by both the Installer and the Customer.

ELIGIBILITY OF INCENTIVES:

NYSEERDA Eligible Installers: Incentives are only available for the installation of new equipment and PV Systems that have not been installed (partially or completely) prior to NYSEERDA approval of a completed incentive application. Installers must include with their Final Incentive Payment Form (Attachment E to PON 1050) the Final Invoice Checklist (Attachment F to PON 1050) that is signed by the installer and customer at the time of commissioning.

Incentives will not be provided directly to Customers purchasing PV Systems. Incentives are only available to an Eligible Installer under NYSEERDA's Program, see www.PowerNaturally.org. Incentives provided to a NYSEERDA Eligible Installer must be passed on to the Customer in the entire approved amount.

Review of System Design: After a completed incentive application is submitted to NYSEERDA, NYSEERDA will review the design of the PV System considering issues including, but not limited to, system layout, orientation, shading, expected output, all applicable codes and standards, etc. When NYSEERDA approves an incentive application, the incentive is contingent on strictly adhering to the proposed system design. Installers must receive approval from NYSEERDA for any material modification of the proposed system or its components or the incentive may be revoked.

All potential system output losses (after all equipment losses are applied) associated with shading, system orientation, tilt angle, etc. for traditional Systems may not exceed 20% of optimal system output to receive the full incentive. Maximum allowable losses due to shading and orientation for building integrated PV (BIPV) are 40% of system output. Such losses must be detailed in each application package using industry accepted shading and orientation tools, verifiable assumptions and calculations. Systems with losses greater than 20% of optimal output due to shading and orientation issues may be considered on a case-by-case basis. However, any available incentives for these systems will be prorated by output loss. For example, a 4 kW residential system with losses of 25% may be eligible for \$3.00 per watt x 4,000 watts x .75 (1 - systems losses) or \$9,000. In cases where trees or any other obstruction must be removed or moved in order to meet the program rules, incentive payment will not be made until a new shading analysis has been submitted and reviewed by NYSEERDA. Photos may also be required in order to determine that the system meets the shading and orientation requirement. Any trees or obstructions must be clearly labeled in the site map.

Qualified Customers: Incentives are available to electricity distribution customers of: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, Niagara Mohawk Power Corporation, Orange and Rockland Utilities, Inc. and Rochester Gas and Electric Corporation who contribute to the Renewable Portfolio Standard/Systems Benefits Charge (sometimes referred to as 'RPS'/'SBC' on utility electric bills).

Warranty: Both the Eligible Installer and his or her company offers a full transferable warranty to the purchaser of the PV System installed under this Agreement for a period of 5-years after installation. This warranty covers all components of the system against breakdown or degradation in electrical output of more than ten percent from their original rated electrical output. This warranty covers the full costs, including labor and repair or replacement of defective components or systems. If a battery back up is installed under this Agreement, the Eligible Installer and his or her company offers a full warranty to the purchaser for the battery system for a period of 2-years after installation. This warranty covers the battery system against breakdown and covers the full costs, including labor and repair or replacement of the battery.

Title to Renewable Energy Credits: Renewable Energy Credits (RECs), which may also be referred to as green power attributes or tradable renewable credits (TRCs), are the environmental benefits associated with electricity that is generated from renewable sources such as wind or solar. Funding from New York State's Renewable Portfolio Standard (RPS) contributed to develop the PV System identified in this Agreement. The parties acknowledge that for the first three years of operation of the PV System funded under this program, NYSERDA will hold title to the RECs.

Data Monitoring: For a period of three years, the Installer_____ Customer_____ [Please designate and initial] must take readings measuring the energy generation of the PV System every six months. For systems 25 kW and higher meter readings must be taken monthly and reported to NYSERDA every six months.

Data Reporting: The Installer must submit the above energy generation data to NYSERDA two times per year for the three year monitoring period. While the customer may be responsible for taking meter readings, all meter readings must be submitted to NYSERDA by the Eligible Installer.

Quality Control: For quality control purposes, Customer must provide NYSERDA with reasonable access to the PV System for inspection purposes. Final incentive payments may be contingent on NYSERDA inspecting an installed PV System.

Publicity and Site Events: Customers and Installers are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the PV System. NYSERDA is authorized to use photographs of the PV System in brochures, on its website, and in other print materials.

PowerNaturally.org: Customer is encouraged to consult www.PowerNaturally.org for information about NYSERDA's programs and renewable energy. Customer is encouraged to consider estimates from three Eligible Installers before having a PV System installed.

Tax Incentives: If the Installer has provided information regarding the expected tax benefits (real property, federal or state tax incentives, or sales and use tax exemptions), as with any tax issue, Customer is encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.state.ny.us) and with an accountant / tax adviser for details on eligibility for the credit provided in the law).

Net Metering: If the Installer has provided information regarding the expected eligibility for net metering, the Customer is encouraged to consult with their local utility.

Cost Estimate / Total System Price: The Customer has relied upon the cost estimate or price provided by the Installer in this Agreement to include any and all costs to install the system.

If the Installer seeks to recover additional costs from the Customer for this installation that is a material departure from the original price or cost estimate, Customer may terminate this Agreement without penalty and seek a full refund of any deposit paid to Contractor / Installer or costs the Customer incurred under this Agreement less any reasonable site visit fees charged by the Installer.

Incentive Estimate: If Installer does not submit a completed incentive application to NYSERDA, or if the incentive application submitted by the Installer (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, Customer may terminate this Agreement without penalty and seek a full refund of any deposit paid to Installer or costs he or she incurred under this Agreement.

Completion / Commissioning: Installer agrees to complete the installation of the PV System and request all necessary inspections within 90 days of Installer's receipt of the first incentive payment from NYSERDA. Unless otherwise agreed upon in writing by NYSERDA and Installer, if the system is not installed within 90 days of Installer's receipt

of the first incentive payment from NYSERDA, the Parties recognize that Installer will be required to return any and all incentive payments to NYSERDA.

Consumer Information: New York consumers have a variety of resources for information regarding home improvement contracting. Customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information:

http://www.oag.state.ny.us/consumer/tips/home_improvements.html

The NYS Consumer Protection Board offers additional information with the following publications:

http://www.consumer.state.ny.us/pdf/home_improvements.pdf

<http://www.consumer.state.ny.us/pdf/homeimprovflyer.pdf>

Conflicting Terms: In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Eligible Installer; or (2) guaranty, warranty, or in any way represent or assume liability for any work proposed or carried out by an Eligible Installer. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any solar electric generation system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the solar generation systems or the adequacy or safety of such measures.

Certification Statement: By signing, All Parties certify that they have read and understand the above information and requirements and agree to abide by them. NYSERDA will not accept an application from an Installer if the date of the signed contract with the customer is over 45 days.

Customer: By signing below, the customer certifies that he or she contributes to the Renewable Portfolio Standard (RPS)/ Systems Benefits Charge (SBC) through a monthly electric utility bill. Please email NYSERDA at PV@nyserda.org regarding any questions, or to check the status of your application.

Customer Signature: _____ Date: _____

Print Name: _____

Installer: By signing below, the Installer certifies that he or she is: (1) Eligible to participate in NYSERDA’s Incentive Program; (2) in compliance with Terms and Conditions of NYSERDA’s program; and (3) is bound by the Terms and Conditions of this Agreement.

Installer Signature: _____ Date: _____

Print Name: _____

Company: By signing below, the Authorized Representative of the Eligible Installer’s Affiliated Entity (Company) certifies that the Eligible Installer is working for said company and is in compliance with NYSERDA’s Incentive Program. By signing below, the Company is bound by the Terms and Conditions of this Agreement.

Authorized Company Signature: _____ Date: _____

Print Name: _____