Addendum to Customer Purchase Agreement
Attachment C

This addendum has been developed to identify significant issues that the Parties to this Agreement should recognize. The NYSERDA Eligible Installer is identified below as "Installer" and the Customer/Owner is identified below as "Customer". To be eligible for incentives from NYSERDA, all Customer Purchase Agreements must include a copy of this Addendum signed by both the Installer and the Customer.

Eligibility of Incentives:
NYSERDA Eligible Installers: Incentives are available only for the installation of new equipment and wind energy systems that have not been installed (partially or completely) prior to NYSERDA approval of a completed incentive application. The Installer is required to be on-site for a minimum of the assembling and erecting of the wind turbine and tower, and the wind energy system commissioning. Customers are encouraged to contact NYSERDA at 1-866-697-3732, if the Installer is not on-site as required. Incentives will not be provided directly to Customers purchasing or installing wind energy systems. Incentives are only available to Installers who are Eligible Installers under NYSERDA's PON 2097 Program. (See: www.PowerNaturally.org) Incentives provided to a NYSERDA Eligible Installer must be passed on to the Customer, in their entirety.

Review of System Design: After a completed incentive application is submitted to NYSERDA, NYSERDA will review the design of the wind energy system. When NYSERDA approves an incentive application, the incentive is contingent on strictly adhering to the approved system design. Installers must receive approval from NYSERDA for any material modification of the proposed system or its components, or the incentive may be disqualified.

Eligible 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, National Grid, Orange and Rockland Utilities, Inc. and Rochester Gas and Electric Corporation who contribute to the Renewable Portfolio Standard (sometimes referred to as 'RPS' on utility electric bills).

Warranty: Contractor/Eligible Installer will provide a full warranty to the purchaser of the wind energy system installed under this Agreement for a period of 5-years after installation. This warranty covers all components of the system against breakdown or excessive degradation in 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, Contractor/Eligible Installer 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.

The above warranties do not cover vandalism, theft, repairs not authorized by the Eligible Installer, or Force Majeure events. Annual maintenance may be required; maintenance costs are not covered by this Addendum. Failure of the Installer to provide annual maintenance does not invalidate this Warranty.

Title to RPS Attributes: The Commission Orders provide that the RPS Program will support and promote an increase, to 30%, of the percentage of the energy consumed in NYS that comes from renewable sources. When assessing and reporting on progress towards that goal, or on the composition of the energy generated and/or consumed in NYS, NYSERDA and the NYS Department of Public Service will include all electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program, for the life of such projects, and the environmental attributes associated with such energy, whether metered or projected, as a part of any report, evaluation, or review of the RPS Program, whenever any such report, evaluation, or review may be conducted or issued, as renewable energy consumed in NYS. No party, including but not limited to owners, lessees/lessors, operators, and/or associated contractors shall agree to or enter any transaction that would or may be intended to result in the exportation or transmittal of any electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program to any party or system outside of New York State.

Data Monitoring: For a period of two years, the Installer ___ Customer ____ [Please designate and initial] must take monthly readings measuring the energy generation of the wind energy system. If neither is checked, the responsibility becomes the Installer's.

Data Reporting: The Installer must submit the above energy generation data to NYSERDA two times per year for two year monitoring period.

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

Publicity and Site Events: Customers are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the wind energy system. NYSERDA is authorized to use photographs of the wind energy system in brochures, on its web site, 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 wind energy 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 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 installation of the wind energy system and request all necessary inspections within 120 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 120 days of Installer's receipt of the first incentive payment from NYSERDA, the Parties recognize that the 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 wind 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 wind generation systems or the adequacy or safety of such measures.

Certification Statement: By signing, the Parties certify that they have read and understand the above information and requirements and agree to abide by them.

Customer: By signing below, the Customer certifies that he or she contributes to the Renewable Portfolio Standard (RPS) through a monthly electric utility bill. Please email NYSERDA at smallwind@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 the Terms and Conditions of NYSERDA's Program; and (3) is bound by the Terms and Conditions of this Agreement.

Installer: _____ Date: _____

Print Name:_____