

ENERGY CONSULTING AGREEMENT

The Company Consultants & Contractors, LLC, organized and existing under the laws of the Commonwealth of Puerto Rico, with EIN 66-0724489, with offices in Rio Piedras corporation, Puerto Rico, hereby represented by _____, of legal age, married, Director of Commercial sales, and neighbor of _____, Puerto Rico (hereinafter referred to as the "Company"); and representing _____ Corporation, a corporation incorporated under the laws of the Commonwealth of Puerto Rico, located in _____, _____, _____, PR 00____, Mr. _____, of legal age, married, *Position* _____, and neighbor of _____, Puerto Rico, hereinafter referred to as the ("Customer").

In response to representations, conversations, offers and negotiations between the parties, the Customer and the Company agrees to sign this agreement for energy consulting, agency permits, and purchase and installation of photovoltaic solar equipment under the following terms and conditions:

TERMS AND CONDITIONS

1. The Company will act and perform under this contract as an energy consultant of the Customer, and as such will design, supply, and install a solar photovoltaic system to the Customer, whose design will be based on information provided by the Customer, among others, on the current consumption of energy, which approximates to _____ kwhr on a monthly basis, and the Company assessment of the property.
2. The Company will design and install a photovoltaic solar system of _____ kw on the roof of the Customer's property. Such a design will require approximately _____ square feet of available roof area.

In order to comply with the kilowatts per hour required, the Company will install the following equipment with the required materials (subject to final design):

- a. _____ Modules - Trina Solar TSM 250 P05-08 Black Frame.
- b. _____ ABB Trio 20.0-TL-OUTD 10 year guarantee, extendable to 20 for an additional cost.
- c. Installation by expert certified by the Energy Affairs Administration in compliance with NEC electrical codes.
- d. Designs and drawings certified by a licensed engineer, which is also certified by Energy Affairs Administration.

- e. Installation of the system by an Installer certified by the Energy Affairs Administration

Also includes the interconnection and net metering measurement program under the Puerto Rico Power Authority (AEE). The Net Metering agreement needs to be signed by the Customer, in person, as required by some of the AEE region.

3. Included in this Agreement, and made an integral part thereof, is a preliminary list of the components to be installed on the Customer's premises as part of the photovoltaic solar system object of this Agreement, and a copy of the referred photovoltaic solar system's assessment. (See addendums ___ to ___). Final list of components installed will be provided to the Customer when the installation is completed.
4. The Company agrees to provide the following services to the Customer, either prior or subsequent to, as appropriate, the purchase, installation and operation of photovoltaic solar equipment under this Contract:
 - a. Request Net Metering Program on behalf of the Customer;
 - b. Order, on behalf of the Customer, an Interconnection Agreement for Distributed Generators Electrical Distribution System of Puerto Rico Power Authority (AEE);
 - c. Assess the Customer's current electrical system and design the Customer's photovoltaic solar system, by a certified engineer by the Energy Affairs Administration;
 - d. Perform shadows tests with the appropriate application; and generate production analysis and reports.
 - e. Deliver all photovoltaic solar system equipment and components to the Customer's property;
 - f. Install of all photovoltaic solar system equipment and components on the Customer's premises by a certified Installer by the Energy Affairs Administration;
 - g. Ensure that Customer photovoltaic solar system is working properly after installation, as agreed;

- h. Maintenance of solar photovoltaic system, for one (1) year, as detailed below;
 - i. Implementation of photovoltaic solar system guarantees as detailed below;
5. The Company and the Customer have agreed that the total price to pay for the Company's services, the purchase and installation of the photovoltaic system, is \$ _____ .00 (\$0.00/kwdc).
6. This agreement is not conditional of the Customer obtaining financing or approval of incentives for the purchase of equipment and services provided by the Company. The Company will not be responsible for funding or approval of incentives, as they are processed and issued by government agencies. Customer is responsible for complying with the requirements for funding and incentives appropriate agencies.
7. The Customer will assure the Company that the electrical system of the property is in compliance with all the regulations and legal requirements of the Puerto Rico Power Authority (AEE). If it is not, the Customer will be the sole responsible of any claim, lawsuit or fine imposed by anyone that may claim under the local or federal laws.
8. The parties have agreed that the Customer will pay the amount stated in section 5 above, in five (5) stages, considering the first one as a deposit. Each stage states the actions that the company will implement once the percent amount is received.

The parties have agreed that the price set forth in section 5 will be due by the Customer to the Company as stated in the following stages, based on the submission of an invoice before the beginning of said stage, as follows:

- a. **First Stage = 5% or \$ _____ .00**
 - i. Evaluation of current power system.
 - ii. Manage and get Shadow Tests with Solmetric.
 - iii. Request field testing of AEE.
 - iv. Request further study of AEE if necessary.
 - v. Begin designs for approvals.
- b. **Second Stage = 40% or \$ _____ .00**
 - i. Once it is delivered and the final design is approved by the Customer to proceed with the installation.

- ii. Approval from AEE for the installation.
 - iii. Submit the design for endorsement to AEE.
 - iv. Order the equipment and set installation date and work schedule to be submitted to the Customer for approval.
- c. **Third Stage = 25% or \$ _____.**
- i. Deliver the equipment and components of the photovoltaic solar system to the Customer's premises.
 - ii. Begin installation of the solar components.
- d. **Fourth Stage = 25% or \$ _____.**
- i. Gather evidence of inverters reporting positive.
 - ii. Present "commissioning report" installation to Customer.
 - iii. Furnish owner with detail product warranty and manufacturers of the equipment and their respective operation manuals.
- e. **Fifth Stage = 5% or \$ _____.**
- i. Provide Customer with evidence of final acceptance from AEE.
 - ii. Present Interconnection agreement signed and approved by AEE.
9. The Company will be responsible of handling the procurement of all required permits on behalf of the Customer for the installation of the photovoltaic solar system under this Contract, subject to all applicable laws. This does not includes certifications for the necessary permits that the Customer must solicit and submit (ASUME, CFSE, DEPARTMENT OF TREASURY (HACIENDA), etc.) as they apply to the Customer particular case.
10. The Company is not responsible for damages to electrical, structural or any other components previously installed in the establishment of the Customer, before the Company's assessment for purposes of designing the photovoltaic solar system under this contract.
11. If there is any damage or failure in the existing electrical system of the Customer's property that may act contrary or prejudicial or is incompatible with the photovoltaic solar system to be install, the Company will submit to the Customer the pertinent recommendations or corrective actions needed to be perform before the installation. In such case the repair costs will not be part of this agreement and will be subject of a separate agreement.

12. Once the service or equipment provided by the Company has been accepted as true and operational by the Customer, the Company will not return the money paid for services provided or equipment installed, unless it is a warranty claim which the Company will handle.
13. The Company ensures that only the best products are used for the installations, those that meet the National Electric Code, Section 690.
14. The installation of the system will be guarantee for a term of one (1) year. The warranty includes the following:
 - a. Constant Production of energy of the system installed
 - b. Troubleshooting of the system
 - c. Electrical terminals of the Photovoltaic Power System
 - d. DC Breakers in the PV Combiner
 - e. Distribution Panel Breakers
15. The following warranties will be honored by the manufacturer or its designated representative
 - a) Production of photovoltaic panels will be honored directly by the manufacturer, Trina Solar; for a term of 25 years. The Company will manage customer complaints thru Warren Del Caribe who is the local distributor.
 - b) The inverters warranty will be honored directly by the manufacturer, ABB, for a term of 10 years, according to its terms and conditions. This warranty can be extended to 20 years for an additional cost of \$_____.00 per unit (10).
16. All the components used by the Company will have the original warranty offered directly by the manufacturer and, the Company is not responsible for factory defects thereof. Warranty manuals will be delivered at the fifth stage once the installation is finished.
17. The Company assures the Customer that the installation of the photovoltaic solar system will be done by dully licensed Installer, certified by the Energy Affairs Administration (AAE).
18. The Company will honor the one (1) year installation warranty once the Customer files a claim or notify of a situation, as provided below, given that they arises from the installation itself and not from circumstances beyond it.

19. If the equipment offered and shown by the Company to the Customer's at the signing of this contract is not available at the time of the installation, the Company will be responsible for replacing said equipment with one with of the same quality, warranty and kilowatts per hour (kwh) production, as well as certified by the Energy Affairs Administration (AAE). The daily production of watts per hour cannot be guaranteed by the Company due that it is subject to daily solar irradiation and weather. The estimates of 5.0 hours of sun are based on an approximate numbers due to the fact that the formula used depend on irradiation of sunlight to produce the watts per hours.
20. The Company is committed under this Agreement to make an installation in a radius of not more than 100 feet from the point of interconnection approved by the AEE; provided, that if the wiring exceeds that distance it will have an additional cost to be agreed by the parties through an addendum to this agreement.
21. The Company will install the system according to the Kwh or system chosen by the Customer; once the photovoltaic solar system is installed, if the Customer or other person makes excessive use or non-contemplated use of the installed equipment, such as air conditioners or other, the Company will not be held responsible for the additional consumption based on what the system produces.
22. The Company will offer, as part of this Agreement, and as a commitment to the Customers, a one (1) year of free maintenance detailed below:
 - a. Two (2) visits during the year: one (1) every six months, from the date the system is officially approved to sign on. The Company will send a technician to perform the following routine system maintenance :
 1. Cleaning of all photovoltaic solar panels
 2. Verifying the production of KW and inverter performance.
 3. System monitoring tests, and report events if necessary.
 4. Test the batteries, if applicable
23. After the period of one (1) year of free maintenance included in this Agreement, as stated in the preceding paragraph, the Customer may opt to enter into a new Agreement / Contract with the Company to provide the annual maintenance services for an additional cost of \$ _____ .00 per year.
24. The Company will not be responsible for any unlawful act (tort), being these caused by negligence or intentionally by the Customer. The Company neither will be responsible for damages that the Customer may suffer due to his own

- negligence or that of a third party due to the installation of the photovoltaic solar system.
25. The Company shall not disclose any information of the Customer, or their representatives, to third parties, unless authorized by the Customer; such information will be kept confidential at all times in our files.
 26. The Company or its representatives, employees, agents, have all permits, certificates, authorizations, licenses, etc., required by government agencies for the implementation and fulfillment of its obligations under this Agreement.
 27. The Company will not be held responsible for any claim due to accidents with equipment's not related to the installation of the photovoltaic solar system. The Customer is advice that these equipment's conduct electricity and shall take the necessary precautions to avoid accidents or injuries due to electrical shocks. The Customer is responsible to warn its agents, clients, employees, contractors, etc. of such precautions.
 28. The Company has a commercial liability insurance that covers any accident that may occur to the installation crew while performing their duties, relieving the Customer of any claim that may be arise by any worker while at the Customer's property.
 29. The Company is responsible for any claim made by an Installer and relieves the Customer of all liability related to the installation process.
 30. The validity of this Agreement as well as the interpretation of its terms and conditions will be subject to the laws and jurisdiction of the Commonwealth of Puerto Rico. If any section or disposition of this Agreement is declared invalid by a competent court authority, the other sections or dispositions will remain in effect.
 31. In the event of a misinterpretation or non-compliance with the terms and conditions of this Agreement, the parties agreed that in first stance, the matter will be submitted to arbitration under the jurisdiction of the Commonwealth of Puerto Rico, been the part that losses the arbitration the one responsible for the payment of arbitration costs and the attorney fees incurred in the litigation process.
 32. Any amendment, change or modification to this Agreement will be valid unless it in written form and signed by both parties.

33. The agent appearing on the first part of this Agreement as the Company, and as the second part, the Customer, have been duly accredited by the relevant secretarial certifications.
34. This Agreement has been signed between the agents of the Company and the Customer, and copy has been given to the Customer.
35. This Agreement is a legal, valid and binding obligation between The Company and the Customer which is enforceable according to its terms and conditions.
36. All notices that are required or may be given under this Agreement shall be made in writing and signed, and delivered personally, by mail, by fax or by regular mail to the other party to the following email address:

The Company:

_____, Director Commercial Sales

Tel (787) 983-4937

Fax (787) 200-5748

Email: _____@newenergypr.com

Postal address:

PO Box 270435

San Francisco Station,

San Juan, Puerto Rico 00926

Physical address:

Calle Alda #1569,

Urb. Caribe,

Edificio Doral, Suite 202

San Juan, Puerto Rico 00926

The Customer:

_____ Corporation, Name of Signee

Tel (787) _____

Fax (787) _____

Email: _____@_____.com

Physical address:

_____, PR 00926

Postal address:

_____, PR 00 _____



- 37. The Customer and the Company agreed to provide immediate notification of any change in the mailing address, e-mail address and telephone numbers.
- 38. Both parties agree to provide any other public or private documents necessary to meet the obligations contracted here.
- 39. This Agreement may be executed in one or more counterparts each of which for all purposes be deemed to be an original and such counterparts shall constitute only one and the same instrument.

In witness whereof the parties signed this Agreement in _____, Puerto Rico, today _____, _____, retaining the Company the original and a copy for the Customer.

Director Commercial Sale's
New Energy Consultants and Contractors, LLC

by: _____
_____ Corporation