

URBAN GREEN ENERGY, INC. MAINTENANCE FORM AND TERMS AGREEMENT

This Agreement (“Agreement”) is between you and Urban Green Energy Inc. (“UGE”) and applies to UGE branded products (“Product”) and services purchased by you from UGE or any of its subsidiaries or affiliates or a UGE authorized reseller (“Reseller”), unless you enter into a separate written agreement with UGE. **BY PURCHASING A UGE PRODUCT YOU AGREE THAT THIS AGREEMENT APPLIES TO YOU.**

YOU MUST PERFORM A MAINTENANCE CHECK ONE MONTH FOLLOWING INSTALLATION OF THE TURBINE AND ANNUALLY THEREAFTER. FAILURE TO PERFORM THE PRESCRIBED MAINTENANCE WILL RESULT IN VOIDING YOUR WARRANTY WHEN ACTIVE.

The term of this Maintenance Agreement is for the term of the products Limited and Extended Warranty, maximum is five (5) years (the “Limited and Extended Warranty Period”). For the UGE-600, UGE-1K, UGE-4K, UGE-9M vertical axis wind turbine;

Serial number _____

Vertical axis wind turbine model type _____

The Maintenance Agreement Period begins on the date of product installation. The date of installation may occur in the 12 month period following the delivery date of the product to the distributor. The first Maintenance Check is due one (1) month following the date of installation. Maintenance Checks are due every twelve (12) months thereafter. It is recommended that an additional Maintenance Check be performed on any turbine installed in a corrosive marine environment six (6) months after installation. A corrosive marine environment is one within five (5) miles of a body of salt water. While a UGE branded product is under Warranty (including Limited and Extended Warranty periods), the Maintenance Form for each Maintenance Check must be registered within ten (10) business days from the date the Maintenance Check was performed. Failure to perform the Maintenance Check within the initial one (1) month period following installation and twelve (12) month periods thereafter and/or failure to register the Maintenance Check within the ten (10) day period following the Maintenance Check date, will invalidate the Limited and/or Extended Warranty. The expiration of the warranty registration period terminates all rights covered in this Maintenance Agreement.

Date of delivery to Distributor _____

Date of installation _____

Date of Maintenance Check _____

1. Registration of Maintenance Check.

- i. Maintenance must be performed by qualified personnel only (see section 4).
- ii. Fill in the serial number, vertical axis turbine model type, date of delivery to Distributor and date of installation and date of Maintenance Check.
- iii. Initial next to each item in the table below once it has been checked:-

| Item | Passed (Y / N) | Checked By (Initials) |
|---|-------------------------|------------------------------|
| All bolts tightened to required torque values. | | |
| Blades are clean and free of dust or bug matter | | |
| Blades are free of defects. | | |
| Connecting arms are free of defects. | | |
| No abnormal noises from spinning turbine. | | |
| Tower and metal turbine parts are free of rust or other visible defects | | |
| WIB/Controller functional. | | |
| Inverter functional and displays no error messages | | |
| 3 Fuses in WIB show continuity. | | |
| Resistance of diversion load recorded below. | | |
| Voltage produced when spinning turbine. | | |
| All wires securely attached to ports | | |
| No rust exists on electrical connection points or inside enclosures (if applicable) | | |
| Turbine, tower, and all electrical components are still properly grounded | | |
| Batteries are within operable life | | |
| Tower leveled such that the tower top plate (bottom flange of the turbine) is within 1 degree of horizontal. | | |
| All horizontal bolts in the axis connections (just below the upper and lower flanges) are torqued to the following minimum torque values: Eddy - 80Nm [60ft*lb]. Eddy GT - 80Nm [60ft*lb]. UGE-4K - 160Nm [120ft*lb]. If any of these bolts are found loose, a silicone sealant with a tensile strength of greater than 700 kPa [100 psi] should be added around the bolt heads and washers after the bolt has been properly re-torqued | | |

Resistance of diversion load: _____Ω

- iv. The person responsible for performing the Maintenance Check must sign and date below.
- v. Mail, fax or email the completed form to techsupport@urbangreenenergy.com.
- vi. You will receive confirmation, via email, within two (2) business days of submitting the Maintenance Check Form.
- vii. You will receive confirmation by way of an email.

2. Maintenance. To qualify for the full Limited Warranty period, the product must undergo full maintenance once within the first month of installation and following the first full maintenance, once every 12 months. Product maintenance should be registered by downloading the maintenance form from the UGE website. The form should be filled in and submitted to techsupport@urbangreenenergy.com. The form should be submitted not more than 2 months from the date of installation and within ten (10) days from the date maintenance is performed. Then annually thereafter maintenance should be performed in no more than 13 month increments. All maintenance forms must be submitted in not more than ten (10) days following the date the maintenance is performed. Annual maintenance must be performed until the life of the general or extended warranty has terminated. Please note that failure to submit annual maintenance reports will invalidate the warranty.

3. Grace Periods. The form should be submitted not more than 2 months from the date of installation and within ten (10) days from the date maintenance is performed. Then annually thereafter maintenance should be performed in no more than 13 month increments. All maintenance forms must be submitted in not more than ten (10) days following the date the maintenance is performed. Annual maintenance must be performed until the life of the general or extended warranty has terminated.

4. Maintenance Performance. The maintenance must be performed by qualified personnel, such as a certified electrician, an employee of a licensed contractor or an employee of an UGE distributor, this list is exemplary and by no means limiting.

5. Dispute Resolution. If a dispute or claim is not resolved by you and UGE, then it shall be finally settled by arbitration in accordance with the then current rules of arbitration of the American Arbitration Association by three (3) arbitrators, one selected by each party and the third selected in accordance with such rules. Such arbitration shall be held in New York, New York, and the proceedings and all pleadings, filings, written evidence, decisions and other relevant documents shall be in English. Any final decision issued in the arbitration shall be in writing, and binding and conclusive upon the parties to this Agreement and may be entered as a final judgment by any court of competent jurisdiction. Each Party shall bear its own costs in connection with the foregoing arbitration. This Agreement shall be governed by the laws of the state of New York, without regard to conflicts of laws rules.

6. General. UGE may assign this Agreement and/or any associated service plan without your consent and without notice to you. If UGE does assign this Agreement and/or any associated service plan, the assignee will assume all obligations to you, UGE will be released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under this Agreement and/or any associated service plan. UGE and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to Products or services purchased from UGE, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of UGE. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by UGE. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

7. Modifications. UGE reserves the right to change the terms of this Maintenance Form and Terms Agreement in the future. UGE reserves the right to make design changes, improvements and/or additions to its products without obligation to install such in products previously manufactured.

Name of Maintenance Performer: _____

Signature: _____

Position: _____

Company: _____