

EXHIBIT B

Canopy Solar Limited Warranty

Canopy Solar is providing a limited warranty on installation of a Solar Project for a period of three(3) years following Project Completion upon the following condition:

1. Not later than thirty (30) days after completion, the Owner shall deliver a written list of any incomplete work not previously made known in writing to Canopy Solar. To the extent that such terms are a normal Canopy Solar responsibility or not otherwise excluded hereunder, corrections or adjustments will be made by Canopy Solar.

2. Canopy Solar warrants its work in the above Project to be free from latent defects for a period of three (3) years following completion. A latent defect in construction is herein defined as a defect not apparent at time of completion, but which becomes apparent within three (3) years from date of completion, and such defect has been directly caused by Canopy Solar failure to construct in accordance with the standard of construction prevailing in the geographical area of the Project. It is stressed, however, that normal characteristic behavior or building materials, wear and tear, general maintenance, act of nature and like items, will not constitute a latent defect. This warranty shall not apply to defects in manufactured components that are incorporated in the Project.

Procedure. Should it appear that a possible latent defect (non-emergency nature) has developed. Owner shall outline pertinent details in writing, and deliver same to Canopy Solar. Following receipt of such notice, Canopy Solar will make an inspection if a latent defect exists. Canopy Solar will (at Canopy Solar's sole option) either (1) repair, (2) replace, or (3) pay to Owner the reasonable cost of such repair or replacement due to such latent defect(s); however Canopy Solar shall not be obligated to spend more than the purchase price of he Project.

This warranty is given in lieu of any and all other warranties, either expressed or implied, including any implied warranty or workmanship, except, if applicable, such warranty as specifically stated.

EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, AND SELLER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

3. Canopy Solar shall not be liable under this Agreement unless written notice of the latent defect shall have been given by Owner to Canopy Solar within three (3) year warranty period. Steps taken by Canopy Solar to correct any defect or defects shall not act to extend the warranty period described hereunder.

4. The Owner shall have 90 days after expiration of the three (3) year warranty period to bring any legal action hereunder.

5. Canopy Solar hereby assigns to Owner all of Contractor's rights, if any, under manufacturers warranties on items of equipment included in the Project. Canopy Solar assumes no responsibility for such manufacturers warranties and Owner should follow the procedures in these warranties if defects appear in items of equipment.

6. Canopy Solar does not assume responsibility for any of the following, all of which are expressly excluded from coverage under this Limited Warranty:

A. Defects in equipment which is covered by manufacture's warranty.

- B. Incidental, consequential, or secondary damages caused by a breach of this warranty.
 - C. Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood shrinking and cracking of caulking and weather stripping, fading of pipe insulation due to sunlight, corrosion of copper piping due to water quality.
 - D. Conditions resulting from condensation on, or expansion or contraction of materials.
 - E. Defective design or materials supplied by Owner or installed under Owner's direction, or Defects caused by anything not built into, or installed in the Project pursuant to contract between Canopy Solar and Owner.
 - F. Damages due to ordinary wear and tear, abusive use or lack of proper maintenance of the Project.
 - G. Loss or injury due to the elements.
 - H. Movement, shifting, expansion or plasticity of the soils beneath the Project and changes in the underground water table and subsurface soil structures beyond Canopy Solar control.
7. All warranty work shall be scheduled during normal weekday working hours except in emergencies.
 8. This warranty is extended only to the Owner, and thus is not transferable or assignable to Owner's successors and assigns.
 9. Should any term of this Agreement be deemed by a Court of competent jurisdiction to be unenforceable, such determination shall not affect the enforceability of the remaining provisions.