

EXHIBIT 13

WIND TURBINE PURCHASE & INSTALLATION AGREEMENT

THIS AGREEMENT is made and effective as of September 30, 2011, between Urban Power USA, a Massachusetts Company with its principal place of business located at 180 Pleasant Street, Easthampton, MA 01027 (hereinafter "Urban Power"), and [REDACTED] who resides at [REDACTED] (hereinafter "Investor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This agreement shall commence on September 30, 2011, and shall remain and continue in effect until the projects described herein are completed.

2. THE INVESTMENT PROJECT

On and subject to the terms and conditions set forth in this Agreement and the Agreement Documents, Urban Power agrees to manufacture and install a wind turbine system, for the purpose of producing electricity and Renewable Energy Credits (RECs). The wind turbine system includes wind turbines stacked on a tower for support, as more particularly described in the Description of Wind Turbine Work Equipment (attached hereto as Exhibit "A").

3. INVESTMENT

The Investor agrees to pay Urban Power the sum of Eighty Thousand Five Hundred Dollars (\$80,500.00) to construct and install the 20KW wind turbine system. This sum shall be paid by the Investor to Urban Power in accordance with the attached Exhibit "B."

Any additional work in excess of this amount shall be approved by both the Investor and Urban Power in writing.

4. SCOPE OF WORK

Urban Power shall manufacture and install the 20KW wind turbine system as described in the Scope of Work (attached hereto as Exhibit "C"). Urban Power shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required for the work. All of said work to be performed and material to be furnished for the Work shall be in strict accordance with the specifications set forth in Exhibit "C".

5. REPRESENTATIONS AND WARRANTIES OF URBAN POWER

Urban Power makes the following representations and warranties to the Investor:

a. Authority. Urban Power has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.

b. Title and Operation Condition. Urban Power is aware the Investor is entering into this agreement to generate income jointly with Urban Power through the sale of energy produced by the 20KW wind turbine system. Urban Power warrants that the 20KW wind turbine system and corresponding equipment is fit for this purpose.

6. TIME OF INSTALLATION

The date of delivery and commencement of installation of the Wind Turbine shall be on or before December 1, 2011.

7. PLACE OF INSTALLATION

The Wind Turbine shall be delivered and installed at this location: [REDACTED]

8. INDEMNIFICATION

The Investor agrees to defend, indemnify, protect and hold harmless Urban Power, and/or its officers, agents, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which Urban Power, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in a way related to the performance or non-performance of this Agreement.

9. EVENTS OF DEFAULT BY THE PURCHASER

The term "event of default" as used herein, means the occurrence of any one or more of the following events:

- a. Investor fails to make any payments for the 20KW Wind Turbine system as they become due in accordance with this Agreement.

If Urban Power determines the Investor is in default of any of the terms or conditions of this Agreement, and serves the Investor with written notice of the default, the Investor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Investor fails to cure the default within such period of time, Urban Power

shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled by law, in equity or under this Agreement.

10. INSURANCE REQUIREMENTS

Urban Power shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Urban Power, its agents, representatives, or employees.

11. INDEPENDENT CONTRACTOR (URBAN POWER, USA)

Urban Power is and shall at all times remain as to the Investor a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Urban Power shall at all times be under Urban Power's exclusive direction and control. Neither the Investor nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Urban Power or any of Urban Power's officers, employees, or agents except as set forth in this Agreement. Urban Power shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the Investor. Urban Power shall not incur or have the power to incur any debt, obligation or liability whatever against the Investor, or bind the Investor in any manner.

12. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a registered or certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the address specified below or on the third business day following deposit:

Investor Mailing Address:

████████████████████
████████████████████
████████████████████

Urban Power, USA Mailing Address:

180 Pleasant Street
Easthampton, MA 01027

13. FORCE MAJEURE

The Investor and Urban Power as parties hereto agree that any delay or failure of either party to perform its obligations under this Agreement, except for the payment of money for services already rendered, shall be excused if an extent caused by the acts of God, strikes, action or regulatory agencies, fire, flood, windstorm, explosion, riot, war,

sabotage or other cause or causes beyond reasonable control of either party affected. The Investor shall be excused from performance of this Agreement if Urban Power loses or has suspended any license, permit or other authorization necessary for fulfilling its obligations. Both parties shall provide prompt notice of such delay and work diligently to remove such cause or causes.

14. SEVERABILITY

If any of the provisions of the Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case of circumstance, or of rendering any of the provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. This invalidity or any one or more phrases, sentences, clauses or sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

15. ENTIRE AGREEMENT

This agreement contains the entire agreement between Urban Power and the Investor.

No modifications or amendments shall be of any force or effect unless they are in writing and signed by the Investor and Urban Power to be bound. This Agreement supersedes and takes precedence over any prior agreement (written or oral) between the parties.


16. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

AGREEMENT



IN WITNESS THEREOF, Urban Power and the Investor have caused this Agreement to be executed. This Agreement shall be effective as of, and the date of this Agreement shall be deemed to be, the date on which this Agreement is executed by Urban Power.

THE INVESTOR


Signature

Name

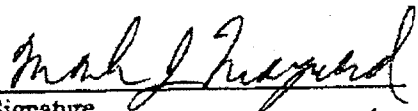
Dated:

ATTEST:


Witness Name

Witness Signature



Dated: 9/30/11

URBAN POWER USA, INC., By:


Signature
Mark Maynard
Name
president
Title

Dated:

ATTEST:


Witness Name

Witness Signature

Dated: 9/28/11

EXHIBIT "A"

- **Four (4) UT-5 or two (2) UT-10 turbines stacked in an array**
- **One (1) supporting tower, approx. 92ft. or 70ft. tall (depending on number of turbines)**
- **Concrete base mounts**
- **All alternators, inverters and interfaces need for connection to electrical grid.**

EXHIBIT "B"

- **Five thousand dollar (\$5,000.00) nonrefundable deposit is due at the time of signing of this contract for the purpose of creating plans and securing all permits and applications for the installation of the 20KW wind turbine tower.**
- **Seventy five thousand five hundred dollars (\$75,500.00) is due when permits and applications are approved and the project can proceed.**

EXHIBIT "C"

- Urban Power will secure all permits and applications to install and operate the 20KW Wind Turbine system.
- Urban Power will design and construct a 20KW wind turbine tower system.
- Urban Power will install 20KW wind turbine tower system.
- Urban Power will operate and maintain the wind tower system.
- Urban Power will manage the Power Purchase Agreements (PPA).
- Urban Power will split any profits generated by the production and sale of power and the sale of RECs, 40% to the Investor and 60% to Urban Power, to be disbursed to the parties annually.

WIND TURBINE PURCHASE & INSTALLATION AGREEMENT

THIS AGREEMENT is made and effective as of ~~September 22~~ ^{December 22} 2011, between Urban Power USA, a Massachusetts Company with its principal place of business located at 180 Pleasant Street, Easthampton, MA 01027 (hereinafter "Urban Power"), and [REDACTED] (hereinafter "Purchaser"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This agreement shall commence on ~~September 22~~ ^{December 22} 2011, and shall remain and continue in effect until the projects described herein are completed, but in no event later than three (3) months from the date on which the projects commence unless sooner terminated pursuant to the provisions of this Agreement.

2. PURCHASE AND INSTALLATION OF EQUIPMENT

On and subject to the terms and conditions set forth in this Agreement, Urban Power agrees to manufacture, and sell for the Purchaser a Wind Turbine system, which includes UT-5 Turbine, Mounting stub tower, and Grid tie inverter as more particularly described in the Description of Wind Turbine Work Equipment. (Attached hereto as Exhibit "A").

3. PURCHASE/INSTALLATION PRICE

The Purchase Price which the Purchaser agrees to pay Urban Power for the wind turbine with grid tie inverter is twenty one thousand five hundred, \$21,500.00 and three thousand (\$3,000.00) for the stub tower. The Purchase price is final and shall be paid by the Purchaser to Urban Power in accordance with the attached (Exhibit "B"). Any additional work in excess of this amount shall be approved by both the Purchaser and Urban Power in writing.

4. SCOPE OF WORK

Urban Power shall manufacture and over see the installation of the wind turbine as described in the Scope of Work. (Attached hereto as Exhibit "C"). Urban Power shall provide and furnish project oversight, required for the onsite Work. All of said Work to be performed and material to be furnished for the Work shall be in strict accordance with the specifications set forth in Exhibit "C." The Work shall be completed within the time set forth in Exhibit "C." Urban Power shall not commence the Work until such time as directed by the Purchaser.

5. REPRESENTATIONS AND WARRANTIES OF VENDOR

Urban Power makes the following representations and warranties to the Purchaser:

Authority. Urban Power has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Urban Power's execution, delivery, installation and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, installation and performance of this Agreement by Urban Power have been duly authorized by all necessary action on the part of Urban Power and constitute legal, valid and binding obligations of Urban Power, enforceable against Urban Power in accordance with their respective terms.

Title and Operation Condition. Urban Power has good and marketable title to all of the Equipment manufactured and installed pertaining to the wind turbine. All of the Equipment, including the Wind Turbine itself, are free and clear of any restrictions on or conditions to transfer or assignment, and Purchaser will acquire absolute title to all of the Equipment, including the Wind Turbine itself, free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by the Purchaser. All of the Equipment, including the Wind Turbine itself, are in good operating condition, are free of any defects, and are in conformity with the specifications, descriptions, representations and warranties set forth in the Agreement Documents. Urban Power is aware the Purchaser is purchasing the Wind Turbine as energy source equipment, and that the Purchaser is relying on Urban Power's warranties that the Wind Turbine and corresponding equipment is fit for this purpose and the energy purposes for which the Wind Turbine is normally used.

6. PERFORMANCE

Urban Power shall at all time faithfully, competently and to the best of its ability, experience, and talent perform all tasks described herein. Urban Power shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Urban Power hereunder in meeting its obligations under this Agreement.

7. PURCHASER APPROVAL

All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of the Purchaser or its authorized representatives, and the quality of the workmanship shall be limited guaranteed for 10 years from date of acceptance. Purchaser shall inspect the Wind Turbine at the time and

place of installation. Such inspection may include reasonable tests and use of the Wind Turbine by the Purchaser. If, in the determination of the Purchaser, the Wind Turbine fails to conform to the Agreement IN ANY MANNER OR RESPECT, Purchaser shall so notify Urban Power within ten (10) days of installation of the Wind Turbine to Urban Power. Failing such notice, the Wind Turbine shall be deemed accepted by Purchaser as of the date of receipt.

8. TIME OF INSTALLATION

The date of delivery and commencement of installation of the Wind Turbine shall be on or before Feb 28 28, 2011.

9. PLACE OF INSTALLATION

The Wind Turbine shall be delivered and installed at this location: [REDACTED]

10. INDEMNIFICATION

The Purchaser agrees to defend, indemnify, protect and hold harmless Urban Power, and/or its officers, agents, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which Urban Power, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of or in a way related to the performance or non-performance of this Agreement.

11. EVENTS OF DEFAULT

The term "event of default" as used herein, means the occurrence of any one or more of the following events:

- a. Purchaser fails to make any payments for the installation of the Wind Turbine as they become due in accordance with this Agreement;
- b. Purchaser fails to maintain insurance against claims for injuries to persons or damages to property in connection with the work to be performed hereunder by Urban Power;
- c. Purchaser fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder.
- d. Urban Power fails to perform or observe any covenant, condition, or agreement to be performed hereunder.

If either party determines that the other is in default of any of the terms or conditions of this Agreement, and serves the Purchaser with written notice of the default, That party shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that party fails to cure its default(s) within such period of time, the other party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

12. INSURANCE REQUIREMENTS

The Purchaser shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Urban Power, its agents, representatives, or employees.

13. LEGAL RESPONSIBILITIES

Urban Power shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Urban Power shall at all times observe and comply with all such ordinances, laws and regulations. The Purchaser, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Urban Power to comply with this section.

14. INDEPENDENT CONTRACTOR (URBAN POWER, USA)

Urban Power is and shall at all times remain as to the Purchaser a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Urban Power shall at all times be under Urban Power's exclusive direction and control. Neither the Purchaser nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Urban Power or any of Urban Power's officers, employees, or agents except as set forth in this Agreement. Urban Power shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the Purchaser. Urban Power shall not incur or have the power to incur any debt, obligation or liability whatever against the Purchaser, or bind the Purchaser in any manner.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a registered or certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the address specified below or on the third business day following deposit:

Purchaser Mailing Address:

[REDACTED]
[REDACTED]

Urban Power, USA Address:

180 Pleasant Street
Easthampton, MA 01027

16. FORCE MAJURE

The Purchaser and Urban Power as parties hereto agree that any delay or failure of either party to perform its obligations under this Agreement, except for the payment of money for services already rendered, shall be excused if an extent caused by the acts of God, strikes, action or regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage or other cause or causes beyond reasonable control of either party affected. The Purchaser shall be excused from performance of this Agreement if Urban Power loses or has suspended any license, permit or other authorization necessary for fulfilling its obligations. Both parties shall provide prompt notice of such delay and work diligently to remove such cause or causes.

17. SEVERABILITY

If any of the provisions of the Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case of circumstance, or of rendering any of the provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. This invalidity or any one or more phrases, sentences, clauses or sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

18. ENTIRE AGREEMENT

This agreement contains the entire agreement between Urban Power and the Purchaser.

No modifications or amendments shall be of any force or effect unless they are in writing and signed by the Purchaser and Urban Power to be bound. This Agreement supersedes and takes precedence over any prior agreement (written or oral) between the parties.

19. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

AGREEMENT

IN WITNESS THEREOF, Urban Power and the Purchaser have caused this Agreement to be executed. This Agreement shall be effective as of, and the date of this Agreement shall be deemed to be, the date on which this Agreement is executed by Urban Power.

THE PURCHASER


Name


Signature

Vice President
Title

Dated: December 22, 2011

ATTEST:


Witness Name


Witness Signature

Dated: 12/22/2011

URBAN POWER, USA

Mark Maynard
By:

Mark Maynard
Name

President
Title

Dated: 12/22/2011

ATTEST:


Witness Name

Witness Signature

Dated: 12/22/2011

EXHIBIT "A"

- One UT-5 wind turbine with alternator.
- One 24 foot mounting stub tower for the UT-5 turbine.
- One 6 KW grid tie inverter.
- One 7.2 KW wind interface.

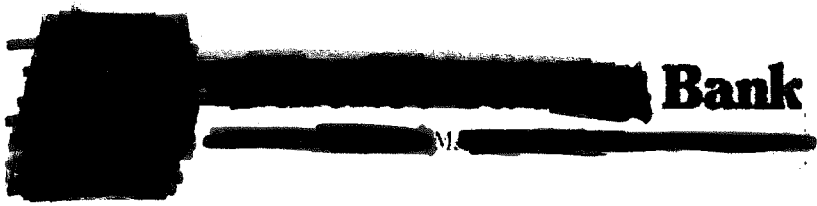
EXHIBIT "B"

1. Down Payment of \$11,000.00 at the time of signing the contract.
2. Installation contractors will be hired locally and bill paid directly to contractor by purchaser. A copy of the paid installation contractor's bill will be attached to this contract.
3. Electrical installation contractors will be hired locally and bill paid directly to contractor by purchaser. A copy of the paid electrical contractor's bill will be attached to this contract.
4. Balance of \$13,500.00 due at the completion of contract.
5. All additional costs or agreements will be adjusted and applied at the time of the final payment.

EXHIBIT "C"

- [REDACTED] will secure any and all necessary permits and approvals to begin and perform work including all associated fees within four weeks of the signing of this contract.
- Urban power will oversee local installation contractors and furnish necessary specifications and assistance for proper installation of turbine. Installation contractor will furnish all equipment and materials necessary to complete the installation. Urban Power will assist in the actual assembly of turbine and tower on site.
- Urban power will oversee local electrical contractors and furnish necessary specifications and assistance for proper installation of turbine's electrical equipment.
- Urban power will conduct final performance tests and make any necessary corrections and adjustment prior to final approval.

EXHIBIT 14



URBAN POWER USA INC
 180 PLEASANT ST
 EASTHAMPTON MA 01027-1287

Statement Period | Dec 01, 2011
 Dec 30, 2011

Account Number | [REDACTED]

Number of Checks: 10

IMPORTANT NOTICE: YEAR END LOAN PAYMENTS
 The last business banking day for 2011 is Friday, December 30, 2011.
 Saturday, December 31st is not an official business day. All transactions
 processed on 12/31/11 will be credited as paid/deposited January 3, 2012.

Free Business Checking - [REDACTED]

Account Summary for Free Business Checking - [REDACTED]

Starting Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charges	=	Ending Balance
\$11,620.69		\$16,000.00		\$0.00		\$5,431.53		\$0.00		\$22,189.16

Deposits and Credits for Free Business Checking - [REDACTED]

Date	Description	Amount
Dec 12	Deposit	\$5,000.00
Dec 29	Deposit	\$11,000.00

Checks for Free Business Checking - [REDACTED]

Date	Check Number	Amount	Date	Check Number	Amount	Date	Check Number	Amount
Dec 13	<u>109</u>	\$100.00-	Dec 19	<u>1094</u>	\$822.50-	Dec 30	<u>1099</u> *	\$626.90-
Dec 02	<u>1090</u> *	\$1,462.50-	Dec 19	<u>1095</u>	\$900.00-	Dec 30	<u>1100</u>	\$615.83-
Dec 09	<u>1091</u>	\$287.80-	Dec 23	<u>1096</u>	\$200.00-			
Dec 23	<u>1093</u> *	\$39.00-	Dec 27	<u>1097</u>	\$377.00-			

* denotes a missing check

Daily Balance for Free Business Checking - [REDACTED]

Date	Balance	Date	Balance	Date	Balance
Dec 02	\$10,158.19	Dec 13	\$14,770.39	Dec 27	\$12,431.89
Dec 09	\$9,870.39	Dec 19	\$13,047.89	Dec 29	\$23,431.89
Dec 12	\$14,870.39	Dec 23	\$12,808.89	Dec 30	\$22,189.16

Overdraft and Returned Item Fees Summary - [REDACTED]

Total This Period	Total Year To Date
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Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00