

Flett REC-Manager

Flett REC-Manager is for firms, organizations, and individuals who want their Renewable Energy Certificates (RECs) professionally managed by Flett Exchange. We monitor, process, and automatically execute your RECs in a seamless fashion. Our specialized knowledge, proven experience, and daily interaction with REC markets make Flett Exchange the right choice for REC management. We charge an affordable 3% fee for our REC management services.

Benefits of Flett REC-Manager

- **Liquidity-** Flett Exchange operates live and continuous environmental markets which provide immediate access to deep pools of REC liquidity. Our online trading platform promotes competitive pricing, is available 24 hours/7 days a week, and hosted on a secure network.
- **Transparency-** Flett Exchange believes transparency builds trust. Our clients can easily log-on to Flett Exchange's online trading platform and monitor REC activity. We post a daily REC settlement price, historical pricing data, and technical charts that track REC activity.
- **Convenience-** Flett Exchange actively manages your RECs on a monthly basis. We aim to achieve competitive REC pricing and remit payment of monetized RECs directly to you. Flett Rec-Manager can be helpful in attaining a dollar-cost average for your RECs over time.
- **Experience-** Flett Exchange is an accomplished REC manager. Our unmatched experience in spot, public-auction, voluntary, and long-term environmental markets could be instrumental in your next REC transaction. Flett Exchange is supported by a skilled team of environmental professionals who can decipher market moving news, take appropriate action to retain REC value, and help mitigate risk.

How does Flett REC Manager Work?

Step 1: Contact Flett Exchange via email info@flettexchange.com or call +1 (877)-271-0519 and complete the *Flett REC Manager* Enrollment form.

Step 2: *Flett REC Manager* will automatically retrieve generated RECs from your Generation Attribution Tracking System (GATS) account and sell them on Flett Exchange's spot market.

Step 3: Flett Exchange remits payment of monetized RECs directly to you.

Flett REC-Manager Enrollment Form

Name: _____

Address: _____

City/State/Zip: _____

E-Mail: _____ Phone : _____

Account/Facility Name: _____

System Size: _____ Online Date (mm/yyyy): _____

Reserve Selling Price: _____ Is this Facility Registered with GATS? _____

State Certification (s)# _____ GATS NON Number _____

Additional Comments: _____

Risk Disclaimer

Flett Exchange, LLC discloses that there risks associated with the buying and selling of Solar Renewable Energy Certificates (SRECs). SRECs can fluctuate in price, be volatile in nature and there is no guarantee that SREC prices will appreciate or decline over time. SRECs are sensitive to economic, political, legislative, regulatory and other unforeseen factors and can experience periods of illiquidity.

Client

Name: _____ Title: _____

Signature: _____ Date: _____

Flett Exchange, LLC.

Name: _____ Title: _____

Signature: _____ Date _____

Referred by: _____

FLETT REC-MANAGER ENROLLMENT

Definition: Flett REC-Manager is a service administered by Flett Exchange, LLC which automatically sells SRECs (Solar Renewable Energy Certificates) generated by a facility under the Flett REC-Manager agreement. Clients who sign up for Flett REC-Manager give control of their Generation Attribute Tracking System (GATS) account to Flett Exchange, LLC for the purpose of entering meter readings, monitoring SRECs, and transferring SRECs to buyers. SRECs are sold automatically on a monthly basis. Flett Exchange sells clients SRECs on the Flett Exchange spot SREC market. Flett Exchange's spot SREC market is a competitive, transparent, and open marketplace for SRECs. Payment to client is made within 15 days of SREC generation in GATS. Flett REC-Manager clients are charged a 3% management fee for our REC-Management services.

1. **PARTIES:** Facility Owner and Flett Exchange, LLC
2. **ACCOUNT TRANSFER:** Facility Owner fills out Flett REC-Manager Enrollment form, GATS Schedule A "Generator Owner's Consent" and assigns Flett Exchange, LLC "REC Manager" as the account holder to create and trade all Certificates for the particular generating unit.

<http://www.flettexchange.com/docs/schedule-a.pdf>
3. **FEES:** A management fee equaling 3% of the sales proceeds will be deducted from funds distributed to Facility Owner. However, if the management fees are less than \$2.50 per SREC, due to low market pricing, then management fee becomes \$2.50 per SREC. Flett Exchange reserves the right to adjust fees at anytime.
4. **TIMING OF SREC SALES:** SRECs will be sold on the Flett Exchange spot SREC market for that particular state on the third business day of each month at 3:00pm as long as the market bid price exceeds the facility owners' reserve price. If the bid price is lower than the reserve then the SRECs will be posted for sale on the Flett Exchange market until they are bought or until facility owner instructs Flett Exchange to lower reserve price of SRECs to be sold.
5. **RESERVE PRICE:** Solar System Owner can determine a "reserve price" when enrolling in the Flett Exchange SREC Manager Enrollment. This is the lowest price you will accept for the sale of your SRECs.
6. **PRICING POLICY:** Flett Exchange, LLC prices all Flett REC-Manager SRECs using the following method;
 - a) SRECs are placed in price order (lowest to highest) according to facility owner's reserve price into Flett Exchange spot SREC market.
 - b) In the case of SRECs with the same reserve price priority is determined by time of reserve price submitted with Flett Exchange.
 - c) Change reserve price of SRECs offered with Flett REC-Manager. Change of reserve price does not go into effect until confirmed by Flett Exchange.
 - d) In the event of an unfilled order the facility owner's SRECs will be enter for sale onto the Flett Exchange spot market as an active order.
7. **PROCEEDS:** Flett Exchange will mail the proceeds, less the management, transaction fee of the sale within 3 business days to the Facility Owner.
8. **CONTROL:** After all contracts are signed and agreed upon, SRECs will automatically be deposited in Flett Exchanges "REC Manger" GATS account. The facility owners still retain control of assets and has the ability to:
 - a) Cancel Flett REC-Manager at anytime. In the case of a cancellation facility owner will re-open or make any other arrangement with GATS to accept all unsold SRECs to their GATS account.
 - b) Direct Flett Exchange to hold the sale or retire SRECs under their facility name.
 - c) Change reserve price of SRECs offered with Flett REC-Manager.

9. CANCELLATION: Facility owner or Flett Exchange, LLC can cancel this service with 10 days notice in writing to:

Flett Exchange LLC.

15 Exchange Place, Suite 710

Jersey City, NJ 07302

In the case of a cancellation Facility owner will re-open or make any other arrangements with GATS to accept all unsold SRECs to their GATS account.

10. GOVERNING LAW: This Agreement shall be construed, enforced, and performed in accordance with the laws of the State of New Jersey, without recourse to principles governing conflicts of law, any dispute or claim arising hereunder shall be exclusively litigated in courts located in New Jersey.

11. LIMITATION OF LIABILITY: In no event will Flett Exchange be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Flett Exchange or their agents or advisors are advised of the possibility of such damages, losses or expenses. Flett Exchange is not responsible for contract losses. Flett Exchange does not guarantee continuous or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising. Flett Exchange, LLC does not guarantee that there will be buyers for SRECs on its platform or that the selling prices on its Spot Market will be equal or greater than other brokers or auctions offering similar services.

12. NOTICES: Notices provided for or required under this Agreement shall be exercised in writing. The Parties shall be legally bound from the date the notification is exercised. Notices provided for or required in writing herein shall be delivered by hand or transmitted by facsimile or sent by postage prepaid, certified mail, return receipt requested, or by overnight mail or courier. Notices hand delivered, shall be deemed delivered by the close of the Business Day on which it was hand delivered (unless hand delivered after the close of the Business Day in which case it shall be deemed received by the close of the next Business Day). Notices provided by facsimile shall be deemed to have been received upon the sending Party's receipt of an email confirmation from Flett Exchange, LLC. Notices provided by postage prepaid, certified mail, return receipt requested, or by overnight mail or courier, shall be deemed delivered upon mailing. Flett Exchange, LLC, 15 Exchange Place, Suite 710, Jersey City, NJ 07302 Fax: 201 432 9413