

Affiliation Agreement

Name: _____ Phone#: _____ - _____ - _____

Company: _____ Position: _____

Address: _____

City: _____ State: _____ Zip: _____

e-Mail Address: _____

Kw Installed: _____ Average Install: _____

Affiliate:

Name: _____ Title: _____

Signature: _____ Date: _____

Flett Exchange, LLC.

Name: _____ Title: _____

Signature: _____ Date: _____

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. The Flett Exchanges 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 the REC-Management services.

Fees: A management fee equaling 3% of the sales proceeds will be deducted from funds distributed to Facility Owner. The entire fee will be paid to the affiliate less a \$2.50 per transaction fee ("example" 1 SREC \$2.50/ 10 SRECs \$2.50) which will be retained by Flett Exchange for processing. The affiliate may choose to wave management fee or reduce it to an agreed upon percentage with facility owner. In the event the management fee is waved by the affiliate the transaction fees will be deducted accordingly from the facility owner's sales proceeds. Any change in fees charged by GATS may be deducted from Affiliates portion. Flett Exchange may increase or decrease the management fee at anytime. Any change in the Management fee will be added or deducted from the affiliate's payment on the next SREC sale.

Enrollment: Flett Exchange will provide affiliate with Flett Rec-Manager packet which includes Flett Rec-Manager enrollment form and the GATS "Schedule A" form, this allows for the transfer of SRECs into Flett Exchange's account. These forms are to be filled out by the generating facility owner for enrollment in the program.

Payment to Affiliate: Payment of agreed upon amount will be made to affiliate on a quarterly basis unless other terms are warranted or requested. Flett Exchange shall make payment by check or direct deposit into the clients given account.

Control: After all contracts are signed and agreed upon, SRECs will automatically be deposited in Flett Exchange, LLC GATS account. Facility owner still retains control over the SRECs and has the ability at any time to:

- a) Cancel Flett Rec-Manager at any time. In the case of a cancellation Facility owner will re-open or make any other arrangements with GATS to accept all unsold and future generated SRECs to their GATS account or another broker. This will cancel all future payments to the affiliate for that particular facility.

- b) Direct Flett Exchange, LLC to cancel the schedule A and hold the sale or retire SRECs under their facility name. This will terminate all future payments to the affiliate on behalf of that particular facility/client.
- c) Change reserve price of SRECs offered with Flett Rec-Manager.
- d) If a referred client cancels Flett REC Manager this will terminate all future payments on behalf of that facility/client to the affiliate.
- e) Switch to any other current or future service offered by Flett Exchange, LLC. This will terminate all future payments to the affiliate on behalf of that particular facility/client.

Cancellation:

- a) Affiliate reserves the right to terminate this agreement at anytime. Flett Exchange must be notified in writing and all facilities associated with affiliate must be notified of cancellation. If facility chooses to stay with Flett Rec-Manager, affiliate will no longer receive any payments.
- b) Flett Exchange reserves the right to terminate affiliation agreement at anytime. Flett Exchange will continue to distribute fees associated with Affiliate for 6 months from time of notification of cancellation as long as the customer stays and sells SRECs through the Flett REC Manager Program. Flett Exchange, LLC will not be held responsible for any other charges should customer remain enrolled in Flett Rec-Manager or any other programs offered by Flett Exchange.
- c) Flett Exchange reserves the right to cancel the Flett Rec-Manager program at any time. In such an instance all parties will be notified and all control of SRECs will be returned to facility owner or affiliate.

Other Terms:

See the General Terms and Conditions attached hereto, and by this reference, made a part hereof.

GENERAL TERMS AND CONDITIONS

1) 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.

2) Confidentiality

Neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time without the other Party's prior written consent, except to the extent necessary in order to effect the transfer of SRECs hereunder. "Confidential Information" means the terms of this Agreement, including but not limited to pricing, quantity, and all other material terms; provided, however, that Confidential Information does not include information which (a) was already in a Party's possession prior to its receipt from the other Party; (b) is already or becomes available to the public other than through actions of a Party in violation of these terms; or (c) is acquired independently from a third party who, insofar as is known to the disclosing Party, is not bound by an obligation to treat such information confidentially. Each Party shall permit knowledge of and access to the Confidential Information only to those of its employees, agents, or representatives who have a need to know such information or in response to a request from any state or federal agency or court. This restriction on disclosure shall expire on the later of the one year anniversary of the date of this Agreement or one year following delivery of the SRECs. Nothing

herein shall affect either Party's obligation to provide Confidential Information under applicable law, statute, regulation, order, judgment, writ or any similar obligation. In the event a Party is obligated to disclose Confidential Information, such Party shall immediately notify the other Party of such a request in order that the other Party may, at its option and its sole expense, seek in a timely fashion a protective order or such other remedy as it may determine appropriate. In the event that disclosure of any Confidential Information is properly commanded, the Party so commanded shall give the other Party not less than ten business days' notice in writing of such disclosure.

3) 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.

4) 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 its facsimile machine's confirmation of a successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. Eastern Prevailing Time on a Business Day, then such facsimile shall be deemed to have been received on the following Business Day. Notices provided by postage prepaid, certified mail, return receipt requested, or by overnight mail or courier, shall be deemed delivered upon mailing.

5) Entire Agreement

This Agreement, together with any attachments or exhibits specifically referenced herein, constitutes the entire contract between Flett Exchange and the affiliate with respect to the subject matter hereof, supersedes all prior oral or written representations and contracts, and may be modified only by a written amendment signed by.

6) Waiver

Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default, nor shall any delay by a Party in the exercise of any right under this Agreement be considered as a waiver or relinquishment thereof.

7) Form of Agreement

The Parties intend that they are legally bound by the terms of the transaction from the moment they execute this Agreement. This Agreement shall be entered into and memorialized by an exchange of facsimile transmissions which shall constitute an original signed document for all purposes under law and this Agreement. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

8) Assignment

Neither Party shall transfer or assign all or any part of this Agreement nor its rights or obligations hereunder or otherwise dispose of any right, title or interest herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.