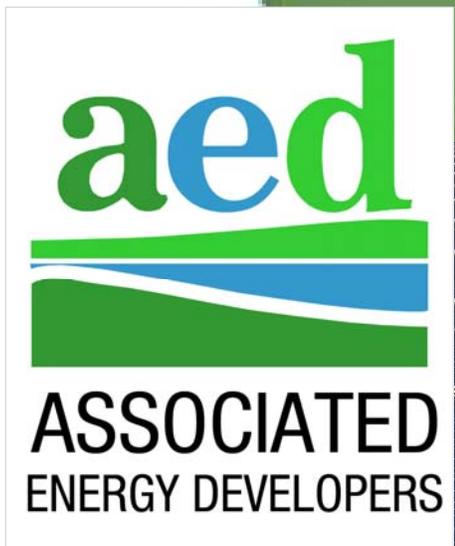
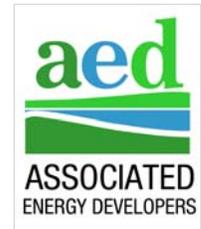


Channel Partner Program and Guide - 2015

Creating and Supporting Renewable Energy Projects and
Their Developers Around the World





Dear Prospective Channel Partner,

Welcome to Associated Energy Developers (AED). As the name implies, AED has created an extensive network of “associated” energy professionals from a wide variety of backgrounds to sell our solutions and services and to develop distributed renewable energy generation sites. Although we like to describe ourselves as a specialized ‘boutique’ energy company, our expertise in the renewable energy space is unsurpassed and includes principals who have been in the industry since the late 1970’s. We call such partners who work with us to develop projects or sell our services our ‘Channel Partners’ in the region. We currently work with more than 30 domestic and international Channel Partners around the world.

As a Channel Partner of AED, the synergy of your local contacts and your ability to recognize and evaluate prospective sites, combined with our expertise to develop these sites with our renewable energy product solutions creates a very powerful team. Channel Partners can work with AED in a number of ways, including:

- Helping to develop renewable energy projects for other clients
- Finding and helping to develop projects for our own portfolio, and sharing in the ownership of such projects
- Selling our renewable energy products and solutions
- Selling our technical analysis, reporting and consulting capabilities

In effect, we become the ‘back office’ to your local sales efforts for you, and you become an extension of our sales team. This creates long term benefits for many years to come.

This package contains the information content, basic understandings and agreements that will be used between us to create a business relationship. The document describes how you as a Channel Partner can participate in our association. We like to maintain a rather ‘loose’ relationship between us, so you will find our agreement to be most general in nature. We are of the opinion that good business relationships are forged through mutual success, and not just legal documents.

Please look through the enclosed information and return a signed copy of both the Channel Partner and Non-Disclosure agreements found at the end of this document to our office in order to initiate the process of working with us.

We look forward to a long and prosperous association.

Sincerely,

Brian D. Kuhn

Managing Partner

Associated Energy Developers

Plymouth, MA, USA Brian.Kuhn@AssocEnergy.com 888-800-2381

1. Overview

This document contains the following:

- An overview of AED's services.
- An overview of AED's 'Essential Utilities' solutions, and relationships with select 'technology partners'.
- An information sheet (IS) that we ask you to fill out to provide us with pertinent contact and general business information about your company.
- A mutual Non-Disclosure Agreement (NDA) with an embedded Non-Circumvent clause to protect each of us and allow us to speak freely with each other about projects, products and services.
- A Memorandum of Understanding (MOU) between our companies establishing the Channel Partner relationship.
- A scope of services related to our expectations as to roles and responsibilities for development projects.

We ask that you review all of the information provided, and return a signed copy of the IS, NDA, and MOU to our office via email. We will then authorize the documents on our end and send you a completely executed version.

Who is AED?

Associated Energy Developers, LLC is based in Plymouth, Massachusetts, USA. We are in the business of analyzing, consulting on, procuring, permitting, developing and owning renewable energy projects. We only work on renewable energy projects. We work on both small and large projects, but maintain a focus on mid-scale sized projects of a commercial or industrial nature. We provide our services 'for hire' to clients such as landowners or developers, and also develop some projects for our own investment portfolio.

AED is a partially owned subsidiary of Aeronautica Windpower, LLC, also of Plymouth, MA. Aeronautica bills itself as the only US-owned and operated mid-scale wind turbine manufacturer in the United States. It makes wind turbines in sizes from 100, 250, 500, 750, 2000 and 3000 kW. The formation of AED as a *project* company was an outgrowth of Aeronautica's *product* offerings. And although we are associated with a wind turbine manufacturer, AED is free to specify or promote any product, including other wind turbines, that we feel fit the client's needs.

Aeronautica began business in 2007, and AED was officially formed in 2010. Principals in both companies can trace their roots in the renewable energy and electrical industries back to the late 1970's.

The following pages show a copy of AED's corporate brochure for your benefit.



Associated Energy Developers

Renewable Energy Project:

- Analysis
- Design
- Development

Associated Energy Developers is a renewable energy project analyst, developer and system integrator with ongoing projects worldwide. As our name implies, we strive to create strategic relationships, or associations, with other developers, land owners, real estate professionals, or service providers. We provide planning and design, engineering, permitting, construction, financing and operations for projects on a turnkey basis. We develop-to-own, and also develop-for-hire.

A unique network of experienced industry experts, renewable solutions and development capabilities.

At Associated Energy Developers, we provide services to analyze, design, and develop renewable energy projects. For nearly 40 years, our members have participated in the renewables industry working to evaluate, construct, and operate sustainable innovations and sustainable solutions.

Our Services Include:



- Initial energy resource and site evaluation
- Appraisals and feasibility studies
- Wind resource equipment, analysis and evaluation
- Preparation of planning and permitting documentation
- Technical due diligence
- Interconnection studies and agreements
- Community outreach and education
- PPA negotiations and financial analysis
- Financial modeling
- Project financing

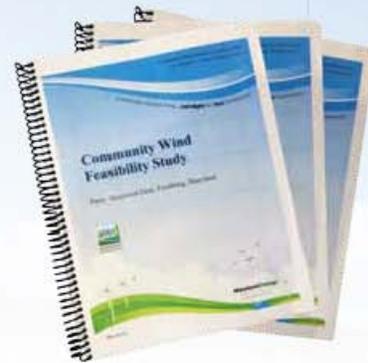
Financing:

Wind and sunlight may be free, but building the capital equipment to utilize this sustainable energy costs money.

We are proud to be able to provide our project partners with the ability to fund projects as they become permitted. We maintain relationships with a large number of private and institutional equity and debt investors who are aware of our expertise in the renewable energy field and have experience backing our projects. We are currently working on projects as small as one million dollars and

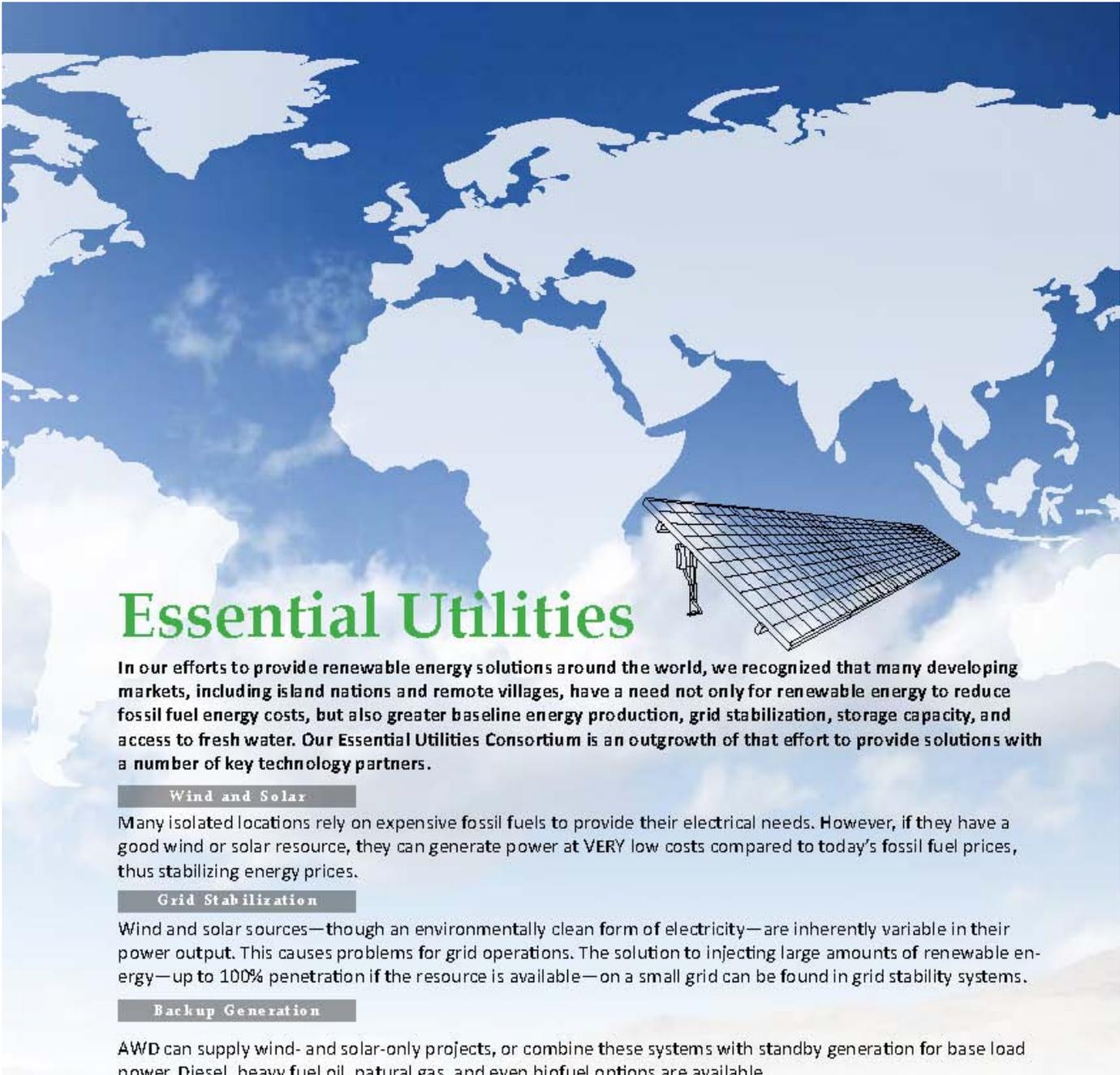
as large as \$100 million. We build portfolios of smaller projects in order to achieve economies of scale.

All AED projects undergo a strict qualifying process to determine profitability over a 25 year period. Qualified investors who are interested in investing in renewable energy projects are encouraged to contact us directly.



Like properties that sit on top of an oil field, properties that have a good wind or solar resource can be very valuable. Now you can order a renewable energy appraisal or feasibility study to find out just how valuable your property is.





Essential Utilities

In our efforts to provide renewable energy solutions around the world, we recognized that many developing markets, including island nations and remote villages, have a need not only for renewable energy to reduce fossil fuel energy costs, but also greater baseline energy production, grid stabilization, storage capacity, and access to fresh water. Our Essential Utilities Consortium is an outgrowth of that effort to provide solutions with a number of key technology partners.

Wind and Solar

Many isolated locations rely on expensive fossil fuels to provide their electrical needs. However, if they have a good wind or solar resource, they can generate power at VERY low costs compared to today's fossil fuel prices, thus stabilizing energy prices.

Grid Stabilization

Wind and solar sources—though an environmentally clean form of electricity—are inherently variable in their power output. This causes problems for grid operations. The solution to injecting large amounts of renewable energy—up to 100% penetration if the resource is available—on a small grid can be found in grid stability systems.

Backup Generation

AWD can supply wind- and solar-only projects, or combine these systems with standby generation for base load power. Diesel, heavy fuel oil, natural gas, and even biofuel options are available.

Energy Storage

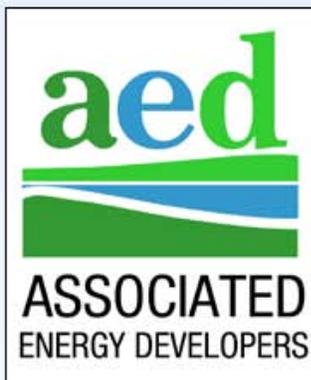
The ability to store renewable energy on an hourly, daily, or longer basis is a critical aspect to producing completed solutions. AED works with storage solutions including flywheels, batteries, pumped water, hydrogen, and NH₃.

Fresh Water Desalination

Fresh water is the essence of all life. Our Wind4Water systems use a highly efficient Reverse Osmosis process and proprietary controls to optimize wind energy sources, in order to deliver large volumes of fresh, inexpensive water from seawater or brackish sources to a town, resort or business development.



Contact Us:



INNOVATIVE THINKING

Associated Energy Developers, LLC is located in America's Hometown of Plymouth, Massachusetts. Please feel free to contact us with any questions or to receive further information about our services. Our office hours are from 8am to 5:30 pm Monday through Friday, or by appointment.

One Source... Multiple Solutions.

Associated Energy Developers
11 Resnik Road
Plymouth, MA USA

p: 888-800-2381

info@associatedenergydevelopers.com

AssociatedEnergyDevelopers.com

Other Offerings and Services:

As its name implies, AED provides a 'nexus', or central common point of connection, for renewable energy project developers and clients. Our core competencies are planning and design, modeling of systems, site appraisals and feasibility studies, design and engineering, permitting, construction, financing and operations for our clients or our own projects.

In addition to our efforts to provide wind and solar energy services to various locations around the world, we have come to understand additional needs that are shared by those who can use renewable energy the most: island nations, remote villages and developing nations. This has led to some other exciting solutions that we offer in addition to just wind or solar project development, including:

- *Wind Turbine and Solar Product Sales* – We invite our Channel Partners to promote and sell wind turbines and solar PV products. As a partially owned subsidiary of Aeronautica Windpower, LLC, (www.AeronauticaWind.com), AED can provide your customers with a complete line of wind turbines – from 100kW to 3MW in size. AED also maintains master distributor relationships with many solar panel, inverter and racking companies.
- *Grid Stabilization Solutions* – to allow increasing amounts of renewable to be added to the local grid system. Without stabilizing the fluctuating energy coming from renewable sources, grids can seldom inject large amounts of renewable energy into their mix.
- *Energy Storage Solutions* - to allow for renewable energy to provide a larger portion of local energy requirements. We work with Flo Battery, NH3, Hydrogen and Pumped Water Storage companies to provide these capabilities.
- *Backup Generation Solutions* – are what turn renewable energy projects from intermittent power stations to 'dispatchable' power providers.
- *Fresh Water Solutions* – because creating fresh water is often a problem for these markets that goes hand-in-hand with energy source development – and can actually help the efficiency of the renewable projects by storing energy in the form of fresh water very cost effectively. We call these solutions Wind4Water[®] and PV4Water[®].

Out of these needs the *Essential Utilities Consortium* was born. It is a collective group of independent technology providers that are working together through the AED nexus in a synergistic manner to improve the human condition around the world. We make the offerings of the Essential Utilities Consortium available through our local Channel Partners.

Literature describing some of these solutions is shown on the following pages for your benefit.

The
**Essential
Utilities**[®]
Consortium

*An Integrated Solution of
**Renewable Energy,
Grid Stabilization,
Base-Load Power**
and **Fresh Water** Production
for Island Nations and
Emerging Markets*



About Associated Wind Developers and the *Essential Utilities*...

Associated Wind Developers, LLC is based in Plymouth, Massachusetts, USA. We are a renewable energy project developer and system integrator with on-going projects worldwide. We provide planning and design, engineering, permitting, construction, financing and operations for our projects on a turn-key basis. We build-to-own, and also build-for-hire.

In our efforts to provide renewable energy services to various locations in Africa, we came to understand the need that most island nations and remote villages share - a need for renewable energy to reduce fossil fuel energy costs *combined with* a need for greater energy production and grid capacity, and the resulting need for grid stabilization as increasing amounts of renewable are added to the system. And underlying all of these needs is the need for fresh water for humanity. The *Essential Utilities* solution is an outgrowth of that effort. It is a collection of much needed energy systems and utilities that work together in a synergistic manner to improve the human condition around the world.



Essential Utilities[®]

*A Total Solution of Power and Water for
Island Nations and Smaller Grids.*

One Source... Multiple Solutions

Associated Wind Developers, LLC

11 Resnick Road, Plymouth, MA USA 888-800-2381

www.AssociatedWindDevelopers.com



Wind & Solar

Many island nations, remote villages and other smaller grids rely on fossil fuels—typically diesel generation—to provide their electrical needs. As fossil fuel prices continue to escalate, these locations face an ever increasing drain on their economy, from both a percentage of overhead and a balance of trade basis. If a good wind resource is available, wind generated electricity can be very economical and help to stabilize energy prices.

The cornerstone of our renewable utility offering is the ***Aeronautica 750kW*** series of wind turbines. *Aeronautica Windpower, LLC* is the authorized North American licensee for *Norwin A/S of Denmark*, who designed this IEC certified turbine.

The '750' is currently in operation all around the world. Manufactured in the United States, the AW-750 is available in a number of tower and rotor configurations and has hot and cold climate packages to fit each application.

These 'queen-size' 750kW machines are utility-grade wind turbines, but at a physical size that allows them to be transported and erected at locations with limited infrastructure, poor roads, and smaller cranes. They are perfect for remote applications. Our consortium does utilize other wind turbines (such as 225kW or 1.65 and 2mW sizes) if they make sense for the site, but the *Aeronautica* turbine is a real workhorse for isolated locations.



Grid Stability^{Cosφ}

Wind and Solar sources, although an inexpensive form of electricity, are inherently variable in their output. Winds can gust or stop altogether, and clouds can pass over photovoltaic arrays. This places unusual demands on grid operations, as backup generators need time to spool up to operating speed. Brown-outs or blackouts and harmful flicker can often occur.

As increasing amounts of solar and wind generation is added to grids, instabilities in the system will increase and become a large problem for grid operators. Problems in one location will affect other generation and loads across the grid. Variations in voltage, frequency and power can trip entire legs of the grid off-line.

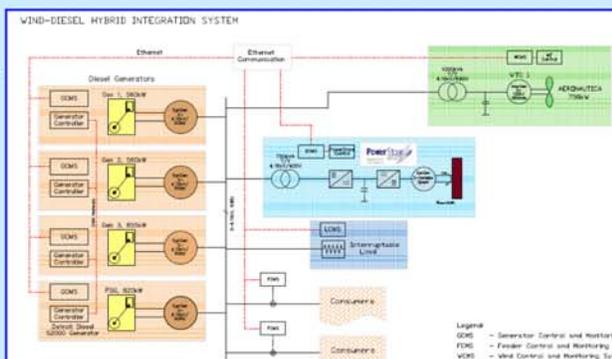
The solution to providing clean, firm power from your grid while relying on variable sources of power such as wind and solar can be found in a grid stability system. Our grid stabilization system provides a combination of intelligent controls that allow generators (and loads) to talk and work together, along with an energy storage system that removes harmful spikes and fluctuations from wind and solar generation. This short term storage system provides the electrical 'inertia' or 'spinning reserve' that allows diesel generators to be turned off completely, stabilizing grid performance and saving much more money.

For over 23 years our team has managed renewable energy generation in isolated grids, ensuring utility grade power quality and grid stability. This enables very high levels of wind and solar power penetration into isolated diesel powered grids, thus reducing emissions and dependency on fossil fuel.

Using this technology along with our own backup generation, our wind and solar projects are unique in their ability to produce clean, constant FIRM power to the grid. Many grid operators now use this system across the entire grid, helping to manage variable output from many different forms of generation.

Our grid stabilization systems are sized to match our 'modular' approach for 1.5mW systems and up. They come pre-packaged as part of the wind or solar project 'balance of plant' offering.

And, when used with our other longer term electrical storage systems, energy output can be maintained over periods of several hours in order to maximize the amount of renewable energy injected into the grid.



Backup Power

While renewable energy sources such as wind and solar can provide significantly lower operating costs than fossil fuels and long-term sustainable power, many projects need to be able to supply firm, uninterrupted electricity 24 hours per day, 365 days per year. Backup 'thermal' generators provide just this system resource for you.

As part of our Essential Utilities solution we offer just such systems. Our team specializes in Power Station and Critical Infrastructure Engineering, Construction, Procurement, Operations and Maintenance, and Emergency Service for Mission Critical Applications Worldwide.

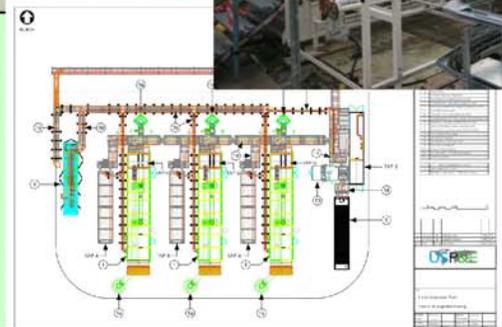
Fuels sources can range between Diesel, Heavy Fuel Oil (HFO), Natural Gas and even Bio-Fuel sources, depending on the availability at your location. Dual-fuel configurations are available if required.

We have pre-sized our thermal backup generators to fit within the 'modular' concept of our utility packages and commonly requested power plant sizes for islands and remote microgrids. Generator systems are available in preconfigured in increments of 1.5mW up to 50mW. Generators and controls are available in 'shipping container' housings if desired, allowing for fast and easy installation on simple foundations.

All power stations are designed to integrate fully with our renewable energy systems, and to be used with our 'grid stabilization' equipment. This system eliminates variability in grid fluctuations and allows smooth transitions between wind or solar/diesel applications.

Our professional team of EPC project managers offers our clients tremendous domestic and international experience. Our team provides turnkey engineering, design, procurement, construction management and start-up, commissioning and testing for aero derivative and frame units. All projects are managed by our trained personnel directly. If available, subcontractors are most often obtained from resources local to the project area. When subcontractors are used for local engineering or start-up, Our clients are assured that our partners meet stringent requirements for quality, service and safety.

So whether you have a small 1.5mW installation or need 50mW or more, we can handle your needs.



Sierra Leone Project: 8 x 1.6MW Hyundai Medium Speed Generator, HFO Fuel Purifier Unit, HFO Fuel Farm, 11,000 Volt Switch Room, Turn Key Installation

Fresh Water



Fresh water is the essence of all life. It is the building block of a strong, vibrant economy. Using a highly efficient Reverse Osmosis (RO) process we can deliver large volumes of fresh water from seawater or brackish sources to your town or village.

We provide water treatment solutions for industrial, commercial and municipal clients. Staffed with experienced applications and membrane process design professionals, our team designs and manufactures Reverse Osmosis Systems using state-of-the-art technology, ranging from 5,000 gallons per day to over 16,000,000 gallons per day. Our water specialists have over 23 years of experience in the design, installation and operation of water treatment systems around the world.



Like all of our utility services, our RO fresh water plants come pre-engineered in a modular fashion. The plants can be packaged and operated in 'shipping container' modules, allowing for fast and easy installation on simple foundations. Service contracts are available or local workers can be trained to provide operations and maintenance and service.

Making fresh water using our renewable energy systems rather than expensive fossil fuels produces affordable fresh water for your community. By designing both the water and wind/solar systems to operate together, we are able to take advantage of periods of excess electrical generation in order to inexpensively make and store extra fresh water. In effect, the water system becomes a 'storage battery' for the excess renewable energy.





Wind or Solar-Powered Water Desalination

Optimized To Yield Fresh Water at Stable, Affordable Prices

Fresh water from clean, sustainable energy. A perfect combination to serve your community well into the future.

Through our 'Essential Utilities' Consortium AWD can now offer a very unique package to the world markets. Our system integrators have combined *commercial wind turbines and solar PV arrays* with Reverse Osmosis water desalination plants. These Made-in-USA systems are perfect for island communities, developing markets, or high energy cost regions, and are pre-engineered to work together as a combined system in modular configurations.



Using a proprietary logic controller that makes extra fresh water when the winds are blowing or the sun is shining, our system uses water storage like a 'battery' to store the wind's power - in the form of fresh water. It then prioritizes how the available energy can be used to run RO filters, and transfer and intake pumps in order to maximize savings.



When renewable resource is available, the system instantly switches to grid power or an on-site generator. If excess renewable power is still available after making extra fresh water, we put it back on the grid or use it elsewhere.

Through AWD and our International Development Partners, we can offer Design/Build services only, or a complete, turnkey operation that sells you water and excess power under water purchase agreements. We can provide a full range of services, including permitting, design, construction, financing and operations, maintenance and management functions.

Configurations Available in Modules of:

750kW Wind/1,500m³/day Water
 1,500kW Wind/3,000m³/day Water
 2,250kW Wind/4,500m³/day Water
 Or Custom Sizes.

Contact:
Associated Energy Developers
 11 Resnik Road
 Plymouth, MA 02360
 888-800-2381



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Associated Energy Developers 11 Resnik Road, Plymouth, MA 02360 888-800-2381 www.AssociatedEnergyDevelopers.com



Small Grids? Thinking Renewables? You Need to Plan for Grid Stabilization First.

Islands, Remote Villages, Mini-Grids, Mines, Etc.

Rapidly fluctuating power sources such as Wind and Solar can drive small grids crazy if you don't stabilize the grid first.

We provide wind and solar PV solutions for commercial/industrial facilities. But before we talk with micro-grid operators who wish to reduce energy costs using renewable energy, we first talk about grid stabilization. Yes, renewables can save money on generation, but will end up being curtailed if you don't stabilize the output.

Left to themselves, solar and wind systems are rapidly fluctuating power sources. Wind gusts can double or triple output in a matter of milliseconds, constantly tripping protective relays. And the problem becomes increasingly worse as small grids try to integrate large amounts of renewable energy systems.

There is a solution to this problem, which has allowed many micro grids around the world to operate on up to 100% renewable power - and to

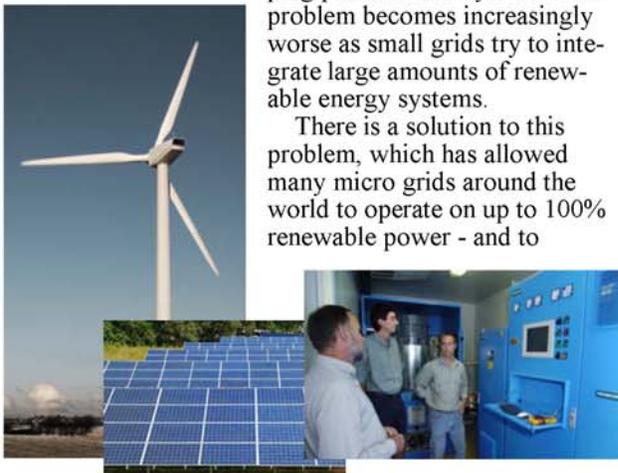
turn off the diesels completely when the renewables are available. That's the only way to take your system up to a high penetration, cost effective solution.

Our company works in collaboration with ABB, using their unique **PowerStore™** system to bring micro-grids under control while injecting large quantities of renewable energy into the mix. Through a combination of networking controls and energy storage systems that can sink or source megawatts in milliseconds, we create a smart micro-grid that can operate on 100% renewables, and easily absorb the shocks that these systems can create. Your grid will run smoothly and automatically, while saving dramatically on fuel costs.

For full program details, call us today at 888-800-2381.

- System Modeling
- Complete Quotations
- Installation and Service

Associated Energy Developers, LLC
11 Resnik Road, Plymouth, MA 02360
888-800-2381
www.AssociatedEnergyDevelopers.com



Building Owners & Business Owners: There's Never Been a Better Time

- ◆ New SolarRECs Won't Last
- ◆ Net Metering Beginning to Close
- ◆ Tax Credit expires in 2016
- ◆ Panel Prices at Historic Low



On-Site Solar PV for Your Business

With new Solar Renewable Energy Credits in 2014 and a slight expansion of net metering availability, there has never been a better time to install photovoltaic systems. You can power your own facilities and sell any excess generation for cash.

Whether you own or rent, our engineers can review your building or adjacent property. We'll provide you with projected earnings, and describe the benefits to owning or leasing a modern solar photovoltaic system.

We have designed our mid-scale solar systems for those land and business owners who would like to take advantage of the new economies that can be found in the business of generating electricity from the sun.

We can provide turnkey services to develop the project for you as an owner, or develop and finance the system ourselves and sell you cheaper power. Either way, you win!

- Rooftop, Ground Mount or Canopies
- Commercial/Industrial Sizes
- No roof penetration available
- We plan, permit, build and manage
- Develop-for-Hire or Develop-to-Own



Earnings depend on many factors, including size of the system, local electric rates and more.
Consult with our local representative for a financial model for your property.



Wind Turbine Products

As of April 15th, 2015

Specifications subject to change without notice.



Model/ Design Origin/ Operation	Aero-Siva 100 Siva Stall	Aero Siva 200 WinCon Stall	AeroSiva 250 WinCon Stall	AW 500 Norwin ASR	AW 750 Norwin ASR	AW 2MW W2E Pitch	AW 3MW W2E Pitch
kW Rating:	100kW	200kW	250kW	500kW	750kW	2,000kW	3,000kW
Rotor Dia:	29m (95')	30m (98')	30m (98')	47m (Class I) 54m (Class S)	47m (Class I) 54m (Class S)	93m—IEC IIa 100m—IEC IIa	120m—IEC IIa 131m—IEC IIa
Wind Classes:	IEC IIIa	IEC IIa, IIIa	IEC IIa, IIIa	47m (Class I) 54m (ClassII/III)	47m (Class I) 54m (ClassII/III)	93m—IEC IIa 100m—IEC IIa	120m—IEC IIa 131m—IEC IIa
Tower Hgts:	30,40,45,50m	30,40,45,50m	30,40,45,50m	50m, 55m, 65m	50m, 55m, 65m	85m tubular 100m tubular 117, 141m lattice	90m tubular 100m tubular 140m hybrid (concrete/steel)
Electrical:	Dual Wound Asynch. Mita Controls	Asynch DFIG Partial Converter Mita Controls	Synch Perm Mag Full Converter Mita Controls				

Channel Partner Information Form



Please complete the information below so that we have a complete understanding as to your capabilities. Scan and email to our office at: info@AssociatedEnergyDevelopers.com.

Section A – Contact Information

Key Person to Contact: _____
Position: _____
Company Legal Name: _____
DBA/AKA: _____
Address: _____
City/State/Zip/Country _____
Primary Phone: _____
Fax: _____
Email: _____
Website: _____

About your company –

- a. How long have you been in business? _____ years.

- b. Type of organization () Corporation () Partnership () Sole Proprietorship

- c. What is your current core business concentration? _____

- d. How many employees? (___) Full Time (___) Part-Time (___) Independent Contractors

- e. Are you insured or bonded for your work? Y / N

- f. Do you represent other product lines or services? Y / N Which? _____

- g. Do you consider your organization trained or experienced in Wind Turbine or Solar systems already, or is this your first venture into this marketplace? () First time () Experienced
If you have experience in wind or solar systems, please explain: _____

- h. How many: (___) Salespersons (___) Maintenance (___) Engineering

- i. What is your approximate annual sales volume? \$ _____

- j. Do you hold any professional licenses? (i.e. Electrician, Plumbing, Gen. Contracting, etc.)

- k. What is the approximate size of your facility(s)? _____ s.f.

- l. Do you have the ability to provide service for these wind or solar systems (similar to tractors or other mechanical equipment)? Y / N Do you know of a local company who might? Y / N

Channel Partner Agreement:

(Please sign, scan and email along with the attached Non-Disclosure/Non-Circumvent Agreement to our office.)



This Agreement is entered into this ___ day of _____, 201__ by and between

(hereinafter "Channel Partner") and Associated Wind Developers. LLC (dba Associated Energy Developers), with offices at 11 Resnik Road, Plymouth, MA 02360 (hereinafter " AED ", or 'the Company").

Whereas the Channel Partner has expressed a desire to sell, install and/or service renewable energy equipment or services being offered by AED, and

Whereas the AED desires their products to be sold, installed and serviced through a network of companies it wishes to refer to as 'Channel Partners',

The parties therefore agree to cooperate accordingly:

1. The term 'Channel Partner' has no other implied meanings or definitions in Law other than those listed below and as shall be defined by the Company from time to time.
2. There is no relationship created by this agreement that shall be construed as a legal agency, sales representative, employee, contractor or subcontractor. Neither company has the right to bind the other in any type of legal agreement or relationship.
3. There is no 'territory', service area or 'exclusive nature' of the relationship defined by this Channel Partner agreement. Unless agreed upon in writing by the Company, any Channel Partner can sell to any customer regardless of where the customer, Channel Partner or the project site is located. Channel Partner acknowledges that the Company has business relationships with other such Channel Partners around the world.
4. No fees are being charged by the Company for this Standard Channel partnership other than for programs, materials, etc. as shall be made available from time to time.
5. No sales quotas are required of the Channel partner.
6. The Company shall extend to the Channel partner such pricing and discounts for its services and equipment and discounts as it shall see fit to issue from time to time.
7. The Company will make available to the channel partner merchandising, sales and training tools as it shall see fit to issue.
8. The Channel Partner agrees to attend training classes as provided by the Company and to acquire designated certifications if needed for sales, installation and service.
9. The Channel Partner agrees to allow AED to promote the Channel Partner's name, logo and contact information on its database of Channel Partners in various formats. AED agrees to allow the Channel Partner to promote its relationship with AED through the use of logos and language as may be approved by AED from time to time.

10. The Channel Partner shall treat all information provided to it as proprietary and confidential, other than that designated for distribution to customers, and acknowledges the existence of a signed Non-Disclosure Agreement between the parties.
11. The Channel Partner agrees to pay its invoices in a timely manner according to the terms extended by the Company.
12. The Channel Partner acknowledges that it carries appropriate business insurance for its operation and is properly licensed for the sale, installation and service of the equipment or services being purchased from the Company.
13. The term of this Channel Partnership shall be for a period of Five (5) years. The Channel Partnership may be terminated at any time by the written notice of one party to the other without notice. Upon termination each party agrees to stop promoting its relationship with the other in all manners and fashion.
14. In the event the relationship is terminated, the Non-Disclosure Agreement, Non-Circuvent, and No Employment clauses of the NDA signed between the parties shall survive this relationship
15. Miscellaneous.

(a) The receiving party shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export to any proscribed countries any technical data or products received from the disclosure or the direct product of such technical data. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Information and that the disclosing party may be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

(b) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(c) Neither party may assign or transfer *any* rights or obligations under this Agreement without the prior written consent of the other party; such consent shall not be unreasonably withheld. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. A waiver given by either party on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion.

(e) This Agreement is governed by and will be construed in accordance with the laws of the Commonwealth of Massachusetts, and the state and federal courts of the Commonwealth shall be the exclusive forum.

(f) This Agreement sets forth the entire understanding and agreement of the parties with regard to the subject matter hereof and supersedes all prior and contemporaneous written and oral agreements, arrangements and understandings related to the subject matter hereof. In the event of any inconsistency between this Agreement and any statement contained in or transmitted with any Information, this Agreement shall control. This Agreement may not be

amended, nor any obligation waived, except by a writing signed by both parties hereto. The captions to the several sections hereof are not a part of this Agreement, but are included merely for convenience of reference only and shall not affect its meaning or interpretation. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

For: Associated Energy Developers, LLC

By: Brian D. Kuhn

Title: Managing Partner

Signature: _____

For: _____

By: _____

Title: _____

Mutual Non-Disclosure and Non-Circumvent Agreement For the Channel Partnership Program

(Please sign, scan and email along with Channel Partner Agreement to our office.)



This Agreement is entered into this ____ day of _____, 201__ by and between

(hereinafter "Independent Contractor") and Associated Wind Developers. LLC (dba Associated Energy Developers), with offices at 11 Resnik Road, Plymouth, MA 02360 (hereinafter "AED").

Purpose: In order to investigate a potential business relationship, or to further an existing business relationship, between Independent Contractor and Associated Energy Developers, LLC concerning wind turbine projects, each party may provide the other certain business, trade, product, technical, financial, or other information that the disclosing party deems confidential or proprietary. In consideration of the receiving party's being granted access or continued access to such information, the parties agree as follows:

1. **Confidential Information.** "Information" shall mean any and all technical or non-technical information or know-how relating to the business, services or products of the disclosing party or a third party (including Independent Contractors of the disclosing party), including without limitation any research, products, services, developments, inventions, processes, techniques, designs, components, parts, documents, drawings, electronic files, data, sketches, plans, programs, specifications, software; and/or distribution, engineering, marketing, financial, merchandising, sales information; and/or other material (hereinafter collectively referred to as "Information") that is disclosed by such party or on its behalf to the other party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

Information does not include technical or non-technical information or know-how that the receiving party establishes: (i) is already or becomes published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing party, but Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public; (ii) is rightfully received from a third party without, and not in breach of, any obligation of confidentiality; (iii) is independently developed by employees or agents of the receiving party without access to or use of the Information of the disclosing party; (iv) is known to the receiving party at the time of disclosure without an obligation of confidentiality; or (v) is produced in compliance with applicable law or a court order, provided that the receiving party first gives the disclosing party reasonable notice of such law or order and gives the disclosing party opportunity to oppose and/or attempt to limit such production, unless the law or court order prohibits giving of such notice.

2. **Non-use and Nondisclosure.** Each party agrees that it will not make use of, disseminate, or in any way disclose any Information of the other party to any person, entity, firm or business, except to the extent necessary for negotiations, discussions, and consultations with employees or authorized agents of the other party, or with the express written consent of the other party. Furthermore, the existence of this Agreement, and any business negotiations, discussions, consultations or agreements in progress between the parties shall not be disclosed or released in any form without the prior written approval of both parties. The receiving party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Information. Without limiting the foregoing, the receiving party shall take at least those measures that the receiving party takes to protect its own most highly confidential information and shall not disclose Information to any third party or allow any third

party access to any Information. The receiving party shall have its employees or authorized agents who have access to Information sign a non-use and nondisclosure agreement protecting third party confidential information in content substantially similar to the provisions hereof, prior to any disclosure of Information to such employees or authorized agents. The receiving party shall reproduce the disclosing party's proprietary rights notices on any such copies in the same manner in which such notices were set forth in or on the original. The receiving party shall immediately notify the disclosing party in the event of any unauthorized use or disclosure of the Information of which it becomes aware.

3. **No License.** Nothing in this Agreement is intended to grant any rights, title or license to the receiving party under any patent, copyright, trademark, trade name, mask work or other proprietary right of the disclosing party, nor shall this Agreement grant the receiving party any rights in or to Information. The receiving party shall not reverse engineer, disassemble or decompile any products, prototypes, software or other tangible objects that embody the Information of the disclosing party and that are provided to the receiving party hereunder. Nothing in this Agreement shall limit or restrict the rights of the disclosing party to assert infringement or other intellectual property claims against the receiving party.
4. **Warranty.** Each party warrants and represents that it possesses all necessary power, right, and authority to lawfully make the disclosures subject to this Agreement. The receiving party understands that portions of the Information may relate to products or services that are under development or planned for development. All Information provided "as is," and the parties make no warranties, expressed, implied or otherwise, regarding its accuracy, completeness or performance.
5. **No Further Rights.** Nothing herein shall require either party to reveal any Information to the other. Neither party shall have any obligation to enter into any further agreements with the other or to purchase any product or service from the other party (or to offer for sale any product or service to the other) using or incorporating Information. Neither this Agreement nor receipt of Information hereunder shall limit either party's independent development and marketing of products or services involving technology or ideas similar to those disclosed, nor will this Agreement or receipt of Information hereunder prevent the receiving party from undertaking similar efforts or discussions with third parties, including competitors of the disclosing party. The parties do not intend that any agency or partnership be created between them by this Agreement.
6. **Term.** The period of disclosure shall be from the Effective Date and continuing during the period that there exists between the parties any business relationship of any nature, and ending five (5) years after the expiration or termination of the relationship between the parties pertaining to the subject matter of the disclosure. Notwithstanding the foregoing, the provisions of Section 3 of this agreement survive the termination of the relationship indefinitely.
7. **Return of Materials.** The receiving party shall, upon request of the disclosing party: (i) return to the disclosing party or destroy all documents, drawings, equipment and other tangible materials, including all Information and all manifestations thereof, delivered to the receiving party under this Agreement, and all copies and reproductions thereof; and (ii) certify to the disclosing party that all such Information has been returned or destroyed.
8. **Non-Solicitation.** During the term of this Agreement and for a two-year period after any termination of this Agreement, the Channel Partner will not, without the prior written consent of AED, either directly or indirectly, on Channel Partner's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by AED.

9. **Non Circumvention.** At any time prior to the expiration of this agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by the Parties in respect of the Purpose and any related business opportunity shall constitute Confidential Information and the Recipient or any Group company or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with, the Disclosing Party):
- a. directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Disclosing Party; or
 - b. seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

The Recipient covenants that any financial gain made by it, or any associated party, from a breach of clause 6.1 shall be held on trust for the benefit of the Disclosing Party and then be transferred to a nominated account of the Disclosing Party, until which time such outstanding amount shall incur interest at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and the Recipient shall pay the interest together with the overdue amount.

Clause 9 does not effect the Disclosing Party's ability to also sue for damages should the covenants in other sections of this document be violated in any way.

10. **Miscellaneous.**

- (a) The receiving party shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export to any proscribed countries any technical data or products received from the disclosure or the direct product of such technical data. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Information and that the disclosing party may be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- (b) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (c) Neither party may assign or transfer *any* rights or obligations under this Agreement without the prior written consent of the other party; such consent shall not be unreasonably withheld. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- (d) Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. A waiver given by either party on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion.
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(f) This Agreement sets forth the entire understanding and agreement of the parties with regard to the subject matter hereof and supersedes all prior and contemporaneous written and oral agreements, arrangements and understandings related to the subject matter hereof. In the event of any inconsistency between this Agreement and any statement contained in or transmitted with any Information, this Agreement shall control. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. The captions to the several sections hereof are not a part of this Agreement, but are included merely for convenience of reference only and shall not affect its meaning or interpretation. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

For: Associated Energy Developers, LLC
By: Brian D. Kuhn
Title: Managing Partner

Signature: _____

For: _____

By: _____

Title: _____

Developing Projects Together - The Business Relationship between AED and Channel Partners:

When you become an AED Channel Partner, you may enter into a 'Joint Venture' (JV) partnership agreements with AED to create mechanisms for creating joint proposals and developing project sites. To do this we have developed a general 'Memo of Understanding' for a typical project or series of projects as part of our Channel Partner program. In this manner the expectations of both parties should be clear when beginning such projects.

Each JV relationship may be different, depending on the capabilities of the JV partner as they relate to the scope of services. Some JV partners may only be interested in finding sites, and will expect AED to do most of the other work. Therefore, the 'ownership' of the Joint Venture(s) between us will vary, depending on who does what work. It is important that this relationship is established BEFORE any sales or project efforts have begun.

As part of that JV we usually agree that each individual site that is created will be owned by a separate 'special purpose' business entity, whose sole business will be the ownership and operation of that particular project (SPE). Note also that the ownership of these project companies typically becomes diluted by the amount of shares need to attract project equity investment. The actual amount of dilution and the ending shareholder arrangement will depend on the financing structure that we jointly accept for the project.

Should we enter into a JV agreement, we each agree to fund our respective share of the predevelopment efforts. Tasks that have outside costs associated with them (such as equipment, legal fees or engineering costs, etc.) are considered 'project expenses' which are paid and expensed 'off the top' by the projects before distributions.

Understanding our Roles - what the Development Partner typically needs to do...

We are counting on our development partners to do the following:

- Identify and help to secure project sites in areas of profitable wind or solar resources
- Understand the regulatory environment of the country/state and help us meet with high level decision makers in the government and utilities
- Understand how Power Purchase Agreements (or similar mechanisms like FITs, etc.) can be obtained in the region. Help negotiate the PPA with AED.
- Assist AED in the submission of simple proposals for projects to the appropriate authorities
- Provide a local presence for the development team if needed in terms of office space and exposure
- Provide local assistance with financing sources as needed to assist AED efforts.

For our part, AED will be providing:

- The technical know-how for project design and engineering
- Vendor equipment relationships from around the world
- Work together with the Development partner to create proposals and evaluate sites
- Provide overall project management during permitting and construction
- Provide lead efforts on obtaining equity and debt financing for the project entities