

**DirectLink Capital Corporation Success Fee Agreement**

**This Success Fee Agreement,** dated as of this17th day of September, 2018, is being entered into by and between:

 **“THE CLIENT,”** who shall receive and be the beneficiary of the services to be rendered under this Agreement: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**; and

 **“THE PRINCIPAL SERVICE PROVIDER:” DirectLink Capital Corporation** (**“DLCC”**), an Ohio C-Corporation, located at 972 Youngstown Kingsville Rd, Vienna, OH 44472, with a mailing address of 1159 Logan Way, Hubbard, OH 44425 and/or Assigns

Known hereinafter individually as “Party” and collectively as the “Parties.”

# WITNESSETH:

**WHEREAS,** a substantial part of the business of DLCC is the cultivation of sources of lending and investment capital for funding the development and execution of projects (those sources being hereinafter referred to as “Investors”); and,

**WHEREAS,** DLCC are interested in introducing The Client to one or more Investors that the service providers believe would be interested in providing value to The Client, who will participate in private financing transactions through specifically negotiated investments or loans ("Transactions"); and

**WHEREAS,** The Client is willing to engage DLCC on a non-exclusive basis to make introductions to such Parties;

**NOW, THEREFORE,** in consideration of the mutual promises of the Parties contained herein, it is agreed between the Parties as follows:

# AGREEMENT:

1. **Purpose**. The purpose of this Agreement is for DLCC to assist The Client in securing financing for solar energy projects in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

CLIENT:

DLCC: CPI:

1. **Services.** DLCC will from time to time introduce The Client to potential sources of funding for a Transaction; however, DLCC will have no responsibility for and will not be required to be involved in the structuring, selling of securities, negotiating or other activities involving the completion of a Transaction. DLCC will limit their services solely to making introductions and facilitating discussions with funding sources. DLCC will not engage in any activity that will be deemed a broker/dealer activity under Federal or state securities laws.
2. **Investor.** The "registered" Investors, i.e., those Investors that DLCC will introduce to The Client, will be named and listed by separate cover letter(s) (which may take the form of an e- mail communication). Such letter(s) or e-mail communications shall be governed by, and included under the provisions of this Agreement as if included herein. Further, the compensation The Client has agreed to pay DLCC shall be payable in the event any registered Investor, associate, co-investor or other entity procured by a registered Investor purchases from, pays fees or royalties, invests in or advances funds to The Client’s Transaction and/or Company. All are defined as an "Investor."
3. **Initial Investment.** Should an Investor invest and/or loan monies, or provide properties (or anything of value) toward any of The Client’s Projects, Transactions and/or The Client’s Company, or pay fees or royalties for the use of The Client’s services, technologies or assets, regardless of the form such proceeds are so invested or paid, then The Client agrees to pay DLCC a “Success Fee” of:
	1. six cents per watt dlcc for projects with a capacity of up to or equal to 30 MW, or
	2. four cents per watt dlcc for projects with a capacity of over 30 MW and up to or equal to 50 MW, or
	3. two cents per watt dlcc for projects with a capacity of over 50 MW.
4. This compensation to DLCC shall be based upon the gross amount of the Investment and/or Contract Value received by The Client, prior to any deductions, expenses or offsets of any kind.

This compensation shall cover all effort hours expended by DLCC on behalf The Client in arranging, carrying out and securing such investments. It also shall cover all effort hours expended by other services providers who also may work in partnership with DLCC on behalf of The Client and who shall share in and split the Success Fee with DLCC.

This fee will be paid to DLCC at closing upon The Client's receipt of funds (or value). If agreed-to out-of-pocket expenses become necessary, they will be paid separately and will be reimbursed by The Client on an actual cost basis approved in advance by The Client and upon receipt of invoices from DLCC and the additional service detailing these expenses.

1. **Other Investments.** Should an Investor invest additionally in The Client's Transactions or Company after the initial investment is made, or pay fees or royalties, whether on a short- term or continuing basis, The Client will pay DLCC a “Success Fee,” equal to the value of the Transaction, as listed in **Paragraphs 4a through 4c** above.

This fee will be paid to DLCC at closing upon The Client's receipt of funds (or value).

These provisions for compensation, as to other funding, shall last for a period of three (3) years from the closing date any Investor first invests in The Client 's Transactions or Company, after which the Success Fee will be reduced by 50% for additional investments after year 3.

1. **Payments.** Payment of the Fee(s) due DLCC shall be made to DLCC at closing. Should the fees not be deducted at closing, for whatever reason, payment shall be made by The Client by cashier's check or wire transfer in accordance with the instructions provided by DLCC from time to time upon The Client's receipt of funds (or value). Payment only will be due upon receipt of funding. In the event that funding is issued in tranches, then payment to DLCC will be made in tranches, *pro rata* with the funding.

Any payments that are not made within five (5) days of receipt of funds (or value) by The Client shall be considered late and shall bear interest on the outstanding balance until paid in full at a rate equal to the lesser of (i) one percent (1%) per month and (ii) the maximum rate allowed by law.

1. **Limitation on Payments.** Should it not be possible to pay cash based on the total investment, for example, because an Investor does not permit the funds to be used for paying a success fee, The Client can refuse to accept the investment, or DLCC can agree to accept payment based on shares of or equity in the Company, where the Company valuation is based on the investment by the Investor. The Client is under no obligation to accept any investment introduced by DLCC.
2. **Limitation of Service**. This Agreement relates solely to DLCC's and CPI’s services as finders in introducing The Client to prospective investors. There are no additional services that DLCC are required to perform to be entitled to the above compensation in the event an investment is made. DLCC may, but will not be required to, engage in any negotiations whatsoever on behalf of The Client or any Investor. DLCC may, but will not be obligated to, provide The Client or any Investor with information which may be used as a basis for such negotiations. DLCC will have no responsibility for nor will DLCC be required to make recommendations concerning the terms, conditions or provisions of any agreement between The Client and an Investor, including the manner or means of consummating the transaction.
3. DLCC REPRESENT THAT THEY ARE NOT LICENSED SECURITIES DEALERS, AND THAT THIS AGREEMENT IS NOT INTENDED FOR THE PURPOSE OF BUYING, SELLING OR TRADING SECURITIES. DLCC will comply with all requirements imposed upon them by the Securities Act of 1933, as amended ("1933 Act"), the Securities Exchange Act of 1934, as amended ("1934 Act"), the regulations promulgated thereunder, and all applicable state securities laws and regulations. Further, DLCC will cooperate with The Client to ensure that the offering and sale of any securities involved in a Transaction complies with the requirements of regulation D promulgated under the 1933 Act, the federal securities laws, and the laws of anystate where the securities will be offered.

DLCC understand that such an offering will only be made through specific negotiations or the private placement memorandum or other offering documents prepared by The Client or its attorneys.

1. **Fee-for-Services Work.** The Client agrees that the success fees outlined in **Paragraphs 4 and 6** are fair and earned compensation for the effort hours that will be required from DLCC to make the introductions for The Client to Investors and, when requested or required, facilitate the exchanges of information and documents that lead to a successful Transaction.

The Client understands that these success fees do not cover any effort hours by DLCC that may be necessary to prepare or make necessary modifications to the basic documents that will be required by an Investor to understand The Client’s funding request and make a decision on whether to approve said funding.

The Client shall have the option of preparing these documents itself, or of retaining other professionals to do so. However, DLCC reserve the right to refuse to use any documents submitted by The Client and to request changes in the documents if, in the sole opinions of DLCC, the documents will not meet the requirements of an Investor or serve The Client’s interests in securing funding.

Should The Client require or request any services from DLCC beyond making introductions to prospective Investors, such as preparing or making modifications to the documentation required by an Investor, The Client will enter into a fee-for-service agreement with DLCC and/or DLCC to carry out these services.

Should The Client agree to enter into a fee-for-services agreement with DLCC, the services to be rendered, the hourly fees for these services and the deliverables to be produced will be detailed in a separate agreement that will be provided by DLCC to The Client for review and approval.

1. **Term.** This Agreement has a term of one (1) year from the date on which the Agreement is signed by all Parties unless it is extended by mutual agreement of the Parties.

Notwithstanding the foregoing or any provision contained herein to the contrary, all Investors that DLCC have introduced to The Client prior to the termination of this Agreement shall remain the property of DLCC, and DLCC shall be entitled to the Fees specified in **Paragraphs 4 and 6** above on any investment actually made by any Investor that was the subject of an introduction made to The Client by DLCC during the term of this agreement or for a period of three (3) years from the expiration or termination hereof.

1. **Successors and Assigns.** This Agreement shall be binding upon all Parties and their respective estates, heirs, successors and permitted assigns. This Agreement may be changed only by the written consent of all Parties. This Agreement may not be assigned by either Party without the written consent of the other.
2. **Severability.** No term or provision hereof shall be deemed waived and no breach excused,

unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

1. **Disputes and Arbitration.** The Client, and DLCC agree that any controversy or dispute between them arising out of or relating to this Agreement that is not immediately resolved, shall be in the first instance be referred to the senior management of each Party. Any Party may invoke such a referral to senior management by notice to the other Parties. Within thirty (30) days of such notice of referral, representatives of the Parties with authority to settle the matter shall meet at the offices of DLCC and engage in a good faith effort to resolve the matter. If the matter has not been resolved within that thirty (30) day period, any one of the Parties may invoke formal, non-binding mediation by notice to the other Parties. The Parties shall cooperate in good faith to select an independent mediator and conduct the mediation session as promptly as reasonably possible. In the event the mediation is unsuccessful or the Parties have failed to agree upon a mediator within thirty (30) days of the notice referring the matter to mediation, any one of the Parties may initiate litigation. In the event the Parties enter into mediation, The Client and DLCC shall pay an equal share of any and all mediation costs.
2. **Remedies**. This Agreement shall be governed by the laws of Ohio, without regard for conflict of laws principles. In the event that any Party pursues legal action against one or more of the other Parties to enforce or protect its rights under this Agreement, the Parties agree that the courts of Ohio shall have sole and exclusive jurisdiction over the matter.

This Agreement is the entire agreement between the Parties. The Parties' signatures below shall bind them to the terms and conditions of this Agreement.

 SIGNATURES ON NEXT PAGE

# ACCEPTED AND AGREED BY:

|  |  |
| --- | --- |
| Authorized Signature: | Authorized Signature: |
|  |
| Printed Name: |  | Printed Name: Keith D Goodman |
| Title: |  |  | Title: Vice President |
| Date: |  | Date:  |
| On Behalf of The Client: | On Behalf of The Principle Service Provider: |
| **DirectLink Capital Corporation** |

|  |  |
| --- | --- |
| Authorized Signature: | Authorized Signature: |
|  |
| Printed Name: |  | Printed Name:  |
| Title: |  |  | Title: |
| Date: |  | Date:  |
| On Behalf of The Client: | On Behalf of The Client (2) |
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