MASTER MUTUAL NON-CIRCUMVENTION, NON-DISCLOSURE AND BUSINESS RELATIONSHIP PROTECTION AGREEMENT

This Master Mutual Non-Circumvention, Non-Disclosure and Business Relationship Protection Agreement (this "Agreement") is entered into as of the date below (the "Effective Date"), by and between:

Effective Date:

NEW YORK TURBINE SOLUTIONS LLC, a New York limited liability company ("NYTS"), and

Counterparty Name:

a

(entity type), organized under the laws of the jurisdiction below ("Counterparty").

Jurisdiction of Organization:

NYTS and Counterparty are each referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE

The Parties desire to establish a confidential business relationship for the purpose of identifying, evaluating, negotiating, financing, purchasing, selling, supplying, developing, investing in, consulting on, or otherwise pursuing one or more commercial opportunities involving energy infrastructure, conventional and renewable power generation, battery energy storage systems (BESS), gas turbines, steam turbines, diesel generators, transformers, substations, transmission and distribution equipment, engineering, procurement and construction (EPC), project development, manufacturing, commodities, financing, mergers and acquisitions, strategic partnerships, infrastructure projects, and other related products and services (each, an "Opportunity").

During the course of their business relationship, either Party may disclose Confidential Information and introduce valuable business relationships, commercial opportunities, and industry contacts to the other Party.

The Parties acknowledge that such Confidential Information, Introduced Parties, and Opportunities constitute valuable proprietary business assets requiring protection. Accordingly, the Parties agree to maintain the confidentiality of Confidential Information, protect Introduced Parties, refrain from circumvention, and conduct their business relationship in accordance with the terms of this Agreement.

2. DEFINITIONS

2.1 Affiliate

"Affiliate" means any individual or entity that directly or indirectly controls, is controlled by, or is under common control with a Party, including, without limitation, any parent company, subsidiary, sister company, holding company, investment fund, portfolio company, special purpose vehicle (SPV), nominee entity, trust, partnership, joint venture, successor, assign, or any entity formed or utilized to accomplish substantially the same commercial purpose.

2.2 Confidential Information

"Confidential Information" means all non-public information disclosed directly or indirectly by either Party before or after the Effective Date, whether disclosed orally, electronically, digitally, visually, physically, or in writing.

Confidential Information includes, without limitation, customer information, buyer information, seller information, project owner information, developer information, manufacturer information, supplier information, EPC contractor information, investor information, financing source information, lender information, utility information, broker information, consultant information, pricing, quotations, commercial terms, financial information, engineering information, technical specifications, project information, transaction structures, due diligence materials, proposals, letters of intent, purchase agreements, term sheets, presentations, reports, analyses, forecasts, business plans, marketing strategies, databases, trade secrets, know-how, proprietary processes, and all notes, summaries, analyses, compilations, extracts, derivative materials, copies, or other information derived therefrom.

Confidential Information shall also include the identity of any Introduced Party and the existence, nature, status, or commercial terms of any Opportunity.

2.3 Introduced Party

"Introduced Party" means any individual or entity introduced, identified, disclosed, referred, presented, connected, recommended, or otherwise made known by one Party to the other Party in connection with an Opportunity.

Introduced Parties include, without limitation, buyers, sellers, project owners, developers, manufacturers, suppliers, EPC contractors, engineering firms, consultants, brokers, advisors, investors, financing sources, lenders, utilities, contractors, subcontractors, technology providers, customers, vendors, strategic partners, governmental authorities, regulatory agencies, and any Affiliate of the foregoing.

An Introduced Party shall also include any parent company, subsidiary, Affiliate, successor, assignee, controlling person, nominee, special purpose vehicle, holding company, or other person or entity acting on behalf of, through, or for the benefit of such Introduced Party.

An introduction may be established through any reasonable written or electronic evidence, including emails, letters, text messages, messaging applications, meeting invitations, calendar invitations, telephone records, video conference invitations, proposals, quotations, purchase orders, invoices, letters of intent, term sheets, presentations, data room invitations, CRM records, or any other communication reasonably identifying the Introduced Party.

No separate schedule, exhibit, acknowledgment, confirmation, or written designation shall be required for an Introduced Party to receive protection under this Agreement.

2.4 Opportunity

"Opportunity" means every existing or future transaction, project, acquisition, disposition, investment, financing, procurement, consulting engagement, licensing arrangement, supply agreement, EPC contract, project development, merger, joint venture, strategic alliance, or other commercial relationship involving an Introduced Party.

For purposes of this Agreement, an Opportunity shall also include any renewal, expansion, extension, replacement, continuation, follow-on project, refinancing, recapitalization, restructuring, successor transaction, or substantially related transaction involving the same Introduced Party.

2.5 Transaction

"Transaction" means every direct or indirect commercial arrangement relating to an Opportunity, including without limitation any purchase, sale, lease, financing, investment, merger, acquisition, asset purchase, stock purchase, restructuring, recapitalization, consulting agreement, licensing agreement, management agreement, EPC agreement, project development agreement, equipment supply agreement, joint venture, partnership, or any substantially similar commercial arrangement.

2.6 Circumvention

"Circumvention" means any direct or indirect act intended to bypass, avoid, exclude, eliminate, reduce, interfere with, or otherwise deprive the introducing Party of the benefit of its introduction, business relationship, Opportunity, or commercial involvement.

Circumvention includes, without limitation, directly contacting an Introduced Party, negotiating independently with an Introduced Party, completing a Transaction outside the introducing Party, utilizing an Affiliate, establishing or utilizing an SPV, nominee entity, intermediary, consultant, broker, advisor, financing source, investment vehicle, contractor, or other third party, assigning contractual rights, purchasing assets, purchasing equity interests, merging with another entity, restructuring a Transaction, or utilizing any legal or commercial structure that substantially achieves the same commercial result while avoiding the introducing Party.

3. CONFIDENTIALITY

Each Receiving Party shall use Confidential Information solely for evaluating or pursuing an Opportunity contemplated by this Agreement.

The Receiving Party shall maintain Confidential Information in strict confidence and protect it using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

The Receiving Party may disclose Confidential Information only to its directors, officers, employees, attorneys, accountants, consultants, financing sources, advisors, contractors, or representatives who have a legitimate need to know such information for the purposes contemplated by this Agreement and who are bound by confidentiality obligations no less restrictive than those contained herein.

Except as expressly permitted by this Agreement, the Receiving Party shall not disclose, publish, reproduce, distribute, copy, reverse engineer, decompile, disassemble, exploit, or otherwise use Confidential Information for any purpose other than evaluating or pursuing an Opportunity.

The Receiving Party shall promptly notify the Disclosing Party upon becoming aware of any unauthorized disclosure, use, or loss of Confidential Information and shall cooperate fully in mitigating any resulting harm.

4. EXCLUSIONS

Confidential Information shall not include information that the Receiving Party demonstrates through contemporaneous written evidence:

(a) was publicly available without breach of this Agreement;

(b) was lawfully known by the Receiving Party before disclosure by the Disclosing Party;

(c) was lawfully received from an independent third party having no confidentiality obligation with respect to such information;

(d) was independently developed by the Receiving Party without use of or reference to the Confidential Information; or

(e) was approved for release by the Disclosing Party in a written instrument signed by an authorized representative.

The burden of proving that any information falls within one or more of the foregoing exclusions shall rest solely upon the Receiving Party.

5. PROTECTION OF INTRODUCED PARTIES

Each Introduced Party introduced by one Party to the other shall remain protected for a period of five (5) years from the date of the first introduction by the introducing Party to the receiving Party.

Any subsequent communication, meeting, proposal, negotiation, update, or exchange of information concerning the same Introduced Party or the same Opportunity shall neither shorten nor restart the applicable protection period unless expressly agreed in writing by the Parties.

Protection under this Agreement shall continue regardless of whether:

(a) negotiations are suspended or terminated;

(b) the Opportunity changes in scope, structure, ownership, financing, pricing, or commercial terms;

(c) the Transaction is delayed, suspended, restructured, refinanced, expanded, renewed, or completed after negotiations have ceased;

(d) additional parties become involved in the Opportunity; or

(e) the Opportunity is pursued through any successor, replacement, continuation, expansion, follow-on, or substantially similar Transaction involving the same Introduced Party.

An Introduced Party may be established by any reasonable written or electronic evidence, including, without limitation, emails, letters, text messages, messaging applications, meeting invitations, calendar invitations, telephone records, video conference invitations, proposals, quotations, purchase orders, invoices, letters of intent, term sheets, presentations, data room invitations, CRM records, or any other communication reasonably identifying the Introduced Party.

No separate schedule, exhibit, acknowledgment, confirmation, registration, or written designation shall be required to establish or preserve protection under this Agreement.

6. MUTUAL NON-CIRCUMVENTION

Each Party acknowledges that the business relationships, Introduced Parties, Confidential Information, and Opportunities disclosed by the other Party constitute valuable commercial assets.

Accordingly, during the term of this Agreement and throughout the applicable protection period, neither Party, nor any of its Affiliates, directors, officers, shareholders, members, managers, employees, consultants, advisors, agents, contractors, representatives, financing sources, successors, assigns, or any other person or entity acting directly or indirectly on its behalf, shall, without the prior written consent of the introducing Party:

(a) directly or indirectly contact, solicit, negotiate with, communicate with, contract with, purchase from, sell to, invest in, finance, lease from, lease to, acquire, or otherwise enter into any Transaction with an Introduced Party in a manner that bypasses, excludes, replaces, or materially diminishes the role of the introducing Party;

(b) request, encourage, induce, assist, or permit any Introduced Party to bypass, avoid, replace, exclude, or otherwise circumvent the introducing Party;

(c) disclose the identity or contact information of an Introduced Party to any third party for the purpose of pursuing an Opportunity without the prior written consent of the introducing Party;

(c-1) disclose, forward, reproduce, distribute, or otherwise provide any proposal, quotation, commercial offer, technical specifications, pricing information, due diligence materials, contact details, or other Confidential Information relating to an Introduced Party or an Opportunity to any third party for the purpose of pursuing an Opportunity without the prior written consent of the introducing Party.

(d) utilize or establish any Affiliate, subsidiary, parent company, holding company, special purpose vehicle (SPV), nominee entity, intermediary, broker, consultant, advisor, contractor, financing source, investment vehicle, or any other person or entity to accomplish indirectly what such Party is prohibited from doing directly under this Agreement;

(e) restructure, divide, merge, refinance, assign, novate, replace, transfer, or otherwise modify an Opportunity or Transaction for the purpose of avoiding the protections provided by this Agreement;

(f) intentionally divert an Opportunity from the introducing Party to another person or entity; or

(g) knowingly participate in, facilitate, or assist any conduct that would constitute a breach of this Agreement if performed directly by such Party.

Neither Party shall knowingly receive, retain, accept, or benefit from any commercial or economic benefit arising from conduct that constitutes Circumvention under this Agreement, whether such benefit is received directly or indirectly through an Affiliate, intermediary, nominee, special purpose vehicle, or other third party.

The protections contained in this Section shall apply equally to any amendment, renewal, extension, expansion, continuation, replacement, refinancing, recapitalization, successor project, follow-on transaction, or substantially related commercial arrangement involving an Introduced Party.

Nothing contained in this Agreement shall prohibit either Party from conducting business with a person or entity with whom it had a demonstrable pre-existing business relationship established independently of the introducing Party prior to the introduction; provided, however, that the Party asserting such pre-existing relationship shall bear the burden of proving, through contemporaneous written evidence, that:

(i) the relationship existed prior to the introduction; and

(ii) the specific Opportunity was not derived, directly or indirectly, from the introducing Party's Confidential Information, introduction, or business relationship.

7. NON-INTERFERENCE

Neither Party shall intentionally interfere with, obstruct, delay, discourage, impair, or otherwise disrupt negotiations or communications between the other Party and its Introduced Parties.

Neither Party shall knowingly make any false, misleading, or disparaging statement regarding the other Party for the purpose of obtaining a commercial advantage or inducing an Introduced Party to bypass, exclude, or reduce the commercial involvement of the other Party.

Neither Party shall knowingly encourage, request, assist, or permit any Introduced Party to terminate, reduce, eliminate, or restructure the commercial involvement of the introducing Party in order to circumvent the protections afforded under this Agreement.

8. COMMISSION

Any commission payable by one Party to the other in connection with any Opportunity or Transaction shall be determined separately in a written Commission Agreement or in a Commission Addendum to this Agreement executed by authorized representatives of both Parties.

Any such Commission Agreement or Commission Addendum shall apply only to the specific Opportunity or Transaction identified therein unless expressly stated otherwise.

If no Commission Agreement or Commission Addendum is executed with respect to a particular Opportunity or Transaction, neither Party shall have any commission obligation to the other Party with respect to such Opportunity or Transaction.

Neither Party shall disclose the identity or contact information of an Introduced Party to the other Party until the applicable Commission Agreement or Commission Addendum has been executed, unless the introducing Party expressly agrees otherwise in writing.

In the event of any inconsistency between this Agreement and a Commission Agreement or Commission Addendum, the Commission Agreement or Commission Addendum shall govern solely with respect to the commission arrangements for the specific Opportunity or Transaction identified therein.

9. REQUIRED DISCLOSURE

If either Party is required by applicable law, regulation, subpoena, court order, governmental authority, or stock exchange rule to disclose any Confidential Information, such Party shall, to the extent legally permitted:

(a) promptly notify the other Party prior to making such disclosure;

(b) cooperate with the other Party in seeking a protective order or other appropriate remedy;

(c) disclose only that portion of the Confidential Information legally required to be disclosed; and

(d) continue to protect all remaining Confidential Information in accordance with this Agreement.

Nothing contained herein shall require either Party to violate applicable law or any lawful governmental order.

10. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon the written request of the Disclosing Party or upon termination of discussions relating to an Opportunity, the Receiving Party shall promptly:

(a) return all Confidential Information;

(b) permanently destroy all copies of Confidential Information, including all notes, summaries, analyses, compilations, extracts, databases, and derivative materials; and

(c) upon request, certify in writing that it has complied with this Section.

Notwithstanding the foregoing, either Party may retain one archival copy solely for legal, regulatory, insurance, audit, or compliance purposes, provided that such retained information shall remain subject to this Agreement.

11. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information shall remain the exclusive property of the Disclosing Party.

Nothing contained in this Agreement shall be construed as granting any ownership interest, license, patent right, copyright, trademark, trade secret, manufacturing right, distribution right, intellectual property right, or other proprietary interest except the limited right to use the Confidential Information solely for the purposes contemplated by this Agreement.

12. NO WARRANTY

All Confidential Information is provided "AS IS."

Neither Party makes any representation or warranty, express or implied, regarding the accuracy, completeness, merchantability, fitness for a particular purpose, or non-infringement of any Confidential Information.

Neither Party shall have any liability arising solely from the Receiving Party's reliance upon Confidential Information unless expressly provided in a separate definitive written agreement executed by the Parties.

13. NO OBLIGATION TO PROCEED

Nothing contained in this Agreement shall obligate either Party to:

(a) enter into any Transaction;

(b) continue negotiations;

(c) disclose additional Confidential Information;

(d) execute any definitive agreement; or

(e) proceed with any Opportunity.

Any legally binding obligation relating to a specific Opportunity shall arise only under a separate written agreement executed by the applicable Parties.

14. REMEDIES

The Parties acknowledge that any breach of this Agreement, including the unauthorized disclosure of Confidential Information or the circumvention of an Introduced Party, may cause immediate and irreparable harm for which monetary damages alone may be an inadequate remedy.

Accordingly, in addition to any other rights or remedies available at law or in equity, the non-breaching Party shall be entitled to seek temporary restraining orders, preliminary injunctions, permanent injunctions, specific performance, equitable relief, recovery of actual damages to the extent permitted by applicable law, recovery of reasonable attorneys' fees, arbitration costs, expert witness fees, investigation expenses, collection costs, enforcement costs, and any other remedy available under applicable law, to the extent awarded by the arbitrator or a court of competent jurisdiction.

The exercise of one remedy shall not preclude the exercise of any other available remedy.

Nothing contained in this Section shall prejudice either Party's rights under any separately executed Commission Agreement or Commission Addendum.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

16. DISPUTE RESOLUTION

The Parties shall first attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement through informal negotiations.

If the Parties are unable to resolve the dispute within thirty (30) days after written notice of the dispute, the dispute shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect.

The arbitration shall be conducted before a single arbitrator in New York County, New York.

The arbitration shall be conducted in the English language.

The arbitrator shall have the authority to grant all remedies available under this Agreement or under applicable law, including temporary, preliminary, and permanent injunctive relief, specific performance, equitable relief, monetary damages, attorneys' fees where authorized by this Agreement or applicable law, arbitration costs, expert witness fees, and costs of enforcement.

Judgment upon the arbitration award may be entered in any court having jurisdiction.

Nothing contained in this Agreement shall prevent either Party from seeking temporary restraining orders, preliminary injunctions, or other provisional equitable relief from any court of competent jurisdiction pending appointment of the arbitrator or issuance of the final arbitration award.

17. TERM

This Agreement shall commence on the Effective Date and remain in effect for five (5) years unless earlier terminated by mutual written agreement of the Parties. Termination or expiration shall not affect any rights or obligations accrued before termination or expiration, nor any provisions that expressly survive.

18. SURVIVAL

The obligations relating to Confidential Information, protection of Introduced Parties, non-circumvention, dispute resolution, remedies, and any rights or obligations accrued before termination or expiration shall survive the termination or expiration of this Agreement.

The confidentiality obligations contained in this Agreement shall survive for five (5) years following termination or expiration, except with respect to trade secrets, which shall remain protected for so long as they qualify as trade secrets under applicable law.

Any commission obligations shall survive as provided in the applicable Commission Agreement or Commission Addendum.

19. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, employment relationship, fiduciary relationship, franchise, exclusive business relationship, or any other legal relationship between the Parties except as expressly provided in a separate written agreement.

Neither Party shall have authority to bind or obligate the other Party except pursuant to a separate written agreement executed by authorized representatives of both Parties.

20. ASSIGNMENT

Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, except to an Affiliate in connection with a bona fide internal corporate reorganization, merger, consolidation, or restructuring, provided that such Affiliate agrees in writing to be bound by this Agreement.

Any attempted assignment in violation of this Section shall be null and void.

21. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed duly given when:

(a) delivered personally;

(b) sent by nationally recognized overnight courier;

(c) transmitted by electronic mail with confirmation of transmission; or

(d) sent by certified or registered mail, return receipt requested,

to the addresses of the Parties set forth in this Agreement, or to such other address as either Party may designate by written notice.

A notice transmitted by electronic mail shall be deemed received on the date transmitted, provided that the sending Party does not receive an automated notice of delivery failure.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous oral and written discussions, negotiations, understandings, representations, and agreements relating thereto.

No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.

No waiver of any breach shall constitute a waiver of any preceding, subsequent, or continuing breach.

No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise thereof preclude any other or further exercise of the same or any other right, power, or remedy.

23. SEVERABILITY

If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified only to the minimum extent necessary to make it enforceable while preserving the Parties' original intent to the greatest extent possible.

The remaining provisions of this Agreement shall remain in full force and effect.

24. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Signatures transmitted electronically, including by PDF or other secure electronic means, shall be deemed original signatures and shall have the same legal force and effect as original handwritten signatures.

IN WITNESS WHEREOF

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

NEW YORK TURBINE SOLUTIONS LLC

By:

Name:

Title:

Date:

COUNTERPARTY

By:

Name:

Title:

Date:

EXHIBIT A
COMMISSION ADDENDUM
to the
MASTER MUTUAL NON-CIRCUMVENTION, NON-DISCLOSURE AND BUSINESS RELATIONSHIP PROTECTION AGREEMENT

This Commission Addendum ("Addendum") is entered into pursuant to the Master Mutual Non-Circumvention, Non-Disclosure and Business Relationship Protection Agreement (the "NCNDA") dated as of the date below between:

NCNDA Date:

NEW YORK TURBINE SOLUTIONS LLC ("NYTS") and the Counterparty named above ("Counterparty").

This Addendum applies solely to the Opportunity or Transaction described below. For purposes of this Addendum, "Business Day" means any day other than a Saturday, Sunday, or federal holiday on which commercial banks are open for business in New York, New York.

1. OPPORTUNITY

Project Name:

Project Location:

Introduced Party(ies):

Description of Opportunity / Transaction:

2. COMMISSION

The Parties agree that the commission payable under this Addendum shall be:

☐ Fixed Commission:

USD

OR

☐ Percentage Commission:

% of the Gross Transaction Value

OR

☐ Other:

Details (if Other):

3. PAYOR

The commission shall be payable by:

- ☐ NYTS
- ☐ Counterparty
- ☐ Buyer
- ☐ Seller
- ☐ Other:

Details (if Other):

4. COMMISSION PAYMENT TRIGGER

The commission shall become fully earned and payable upon the occurrence of the following event:

- ☐ Execution of the Definitive Agreement
- ☐ Financial Closing
- ☐ Commercial Closing
- ☐ Receipt of Purchase Price
- ☐ Receipt of Financing
- ☐ Delivery of Equipment
- ☐ Receipt of Commission by Receiving Party
- ☐ Other:

Details (if Other):

5. PAYMENT DEADLINE

The commission shall be paid within ____________

Business Days after the applicable Commission Payment Trigger.

Payment shall be made by wire transfer to the account designated in writing by the receiving Party.

Any notice asserting that a commission has become due shall be delivered in accordance with the Notice provisions of the NCNDA.

6. LIQUIDATED DAMAGES

The Parties acknowledge and agree that damages resulting from circumvention of the Opportunity covered by this Addendum would be difficult to determine with certainty.

Accordingly, if either Party breaches the non-circumvention obligations contained in the NCNDA with respect to the Opportunity identified in this Addendum, the breaching Party shall pay liquidated damages equal to the unpaid commission specified in this Addendum.

The Parties acknowledge and agree that such amount represents a reasonable estimate of anticipated damages and is intended as liquidated damages and not as a penalty.

Payment of liquidated damages shall not limit or prejudice the non-breaching Party's right to seek temporary restraining orders, preliminary injunctions, permanent injunctions, specific performance, attorneys' fees, arbitration costs, enforcement costs, or any other remedy available under the NCNDA or applicable law, except to the extent such remedies are determined by the arbitrator or a court of competent jurisdiction to be duplicative of the liquidated damages awarded.

7. SURVIVAL

This Addendum shall survive the completion, termination, expiration, cancellation, restructuring, or modification of the applicable Opportunity or Transaction until all commission obligations have been fully satisfied.

8. CONFLICT

In the event of any conflict between this Addendum and the NCNDA, this Addendum shall govern solely with respect to the commission arrangements for the Opportunity or Transaction identified herein.

In all other respects, the NCNDA shall remain in full force and effect.

9. INCORPORATION

This Addendum is incorporated into and forms an integral part of the NCNDA.

Except as expressly modified by this Addendum, all terms and conditions of the NCNDA remain unchanged and in full force and effect.

10. ENTIRE COMMISSION ARRANGEMENT

The commission specified in this Addendum constitutes the entire commission arrangement between the Parties for the Opportunity or Transaction identified herein and supersedes all prior or contemporaneous oral or written discussions, understandings, representations, or agreements between the Parties relating to such commission.

No amendment or modification to this Addendum shall be effective unless made in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF

The Parties have executed this Commission Addendum as of the date first written below.

NEW YORK TURBINE SOLUTIONS LLC

By:

Name:

Title:

Date:

COUNTERPARTY

By:

Name:

Title:

Date: