

Golden Technology Management, LLC

CAPITAL COMMITMENT AGREEMENT WITH PEFC

TERM SHEET

Parties to Agreement	Golden Technology Management, LLC ("Golden") and a not-for-profit entity to be formed ("PEFC")
Obligation of PEFC	\$10 million capital commitment, subject to terms and conditions
Legal and Administrative Costs	Golden will use the law firm of Hiscock & Barclay (or another similarly qualified firm) to form Delaware or New York corporations and/or LLCs. Each corporation will use a standard (allowing for reasonable modifications) set of articles of incorporation, shareholder agreements, member agreements, employment and/or consulting agreements, non-disclosure agreements and other standard and typical corporate documents. PEFC will work with Golden to establish a standard set of such agreements, as well as PEFC corporate structures, policies and procedures and PEFC will expend up to \$250,000 to pay for this legal and administrative work.
Obligation of Golden	<p>Golden will expend its time and resources to seek out new energy, environmental and other technologies for the purposes of creating new companies that are based on selling products and/or services related to the new technologies.</p> <p>Golden will use commercially reasonable efforts to create investable start-up companies in St. Lawrence County (to include relocating such a companies to St. Lawrence County), and to secure private co-investors for the same. Golden will maintain a team of qualified advisors and management staff to co-found new companies with inventors and/or other interested parties. Golden and other co-founders will own shares of stock as negotiated with other founders. Golden will actively participate in the management of such companies.</p>

Term of Agreement	12 years subject to earlier termination for failure of Golden to perform, which shall include Golden's ability to call \$1 million of PEFC capital in 2 years and \$8 million of PEFC capital in 8 years.
Co-Investment Requirement	PEFC shall commit (via a Capital Commitment Contract) no less than \$9.75 million to invest in companies created and managed by Golden so long as such companies are headquartered in and principally operated from locations in St. Lawrence County, New York and so long as each dollar that PEFC invests in a company managed by Golden is matched with two dollars of Golden and/or third-party funds. PEFC will pay no management fees or carried interest points on its investments.
Other Requirements of PEFC	Other requirements for PEFC's capital commitment will be specified in an Agreement between PEFC and Golden.
Incentive for Third-Party Investors to Invest	PEFC's investment in each company will be junior in right of dividends and repayment to the private investment. The private investment may be referred to as "Series A or B or C-1 Preferred Stock" and PEFC's investment may be referred to as "Series A or B or C-2 Preferred Stock," which will in all respects (except allowing a priority on dividends and repayment) be protected by the same rights as other Series A or B or C Stock.
Form of Investment	PEFC will receive Series A or B or C Preferred Convertible Stock, which allows a priority return to other Series A or B or C Preferred Convertible Stock.
Repayment Upon Liquidity Event	If and when a liquidity event occurs, such as sale of a company for cash, PEFC will be entitled to repayment of the principal amount of its investment, with accrued and unpaid dividends as well as its pro rata share of any gain as defined by the agreed-upon priority return calculation.
Management Contracts	Golden will enter into, or maintain existing, management contracts with each company being invested in, as long as the contracts provide that Golden is paid fair and reasonable fees for services actually performed.
Investment by Golden	Golden may have investments in some or all of the companies in the form of common stock, options on common stock, preferred stock or options on preferred stock.
Closings	The investment and other contracts that dictate the

investment terms and conditions and other arrangements for such Series A **[WORDS MISSING HERE]** will be based on the National Venture Capital Association recommended contracts (Draft Term Sheet and Draft Series A Investment Agreement attached) as amended to reflect the terms described herein

Reports

Golden will send all investors within 90 days after the end of each of its fiscal years an audit report, including a balance sheet, statements of income and changes in cash flows, prepared in accordance with generally accepted accounting principles, plus a schedule and summary description of the investments owned by the investors at year-end and a statement for each investor of its capital account and tax information necessary for completion of its tax returns. Golden will also send unaudited financial statements and other information on a quarterly basis.

This Term Sheet does not constitute a binding agreement or commitment of Golden or any other entity. Any agreement or commitment will only be contained in definitive agreements containing terms and conditions to be negotiated, executed and delivered, if at all, by authorized officers of Golden and PEFC.