

Mercury.

CONSULTING SERVICES AGREEMENT

CPV Valley, LLC, a limited liability company ("Client") hereby enters into this Consulting Services Agreement ("Agreement") effective as of March 1, 2017 ("Effective Date") to retain Mercury Public Affairs LLC, a limited liability company having a business address at 200 Varick Street, Suite 600, New York, NY 10014 ("Consultant"), as an independent contractor to perform the services described herein.

1. **The Services.** Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below). Consultant shall not subcontract any of the Services without the express prior written consent of Client.
2. **Payment Terms.** Client and Consultant agree that Consultant shall be entitled to receive and Client shall pay the fees, compensation and retainer set forth on Schedule 2, which may be modified from time to time as mutually agreed to in writing. In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses will only be incurred with the approval of the Client in accordance with Schedule 2. Payment in full shall be made to Consultant within thirty (30) days after an invoice is rendered. For ongoing fees, compensation or retainers, Client will be billed on the 15th of every month except if Agreement begins mid month. In such cases, Client will be billed on a prorated basis in the first and last month of the Agreement. In the event that Client does not pay such invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset.
3. **Term.** The Term of this Agreement shall begin on the Effective Date and will continue in effect until March 1, 2018, unless terminated by either party with thirty (30) days prior written notice (the "Term").
4. **Client Contact.** Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this

consulting Agreement.

5. **Independent Contractor Status.** Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

6. **Non-Solicitation.** Each party acknowledges that the other party's employees are a valuable asset of such party. Accordingly, each party agrees that during the term of this Agreement and for one (1) year thereafter, such party shall not, directly or indirectly, knowingly recruit or solicit, or employ, engage as a consultant, or otherwise retain, any of the other party's employees who are involved in the performance of this Agreement; provided, however, that no party shall be prohibited from employing any such person who (a) contacts on his or her own initiative (directly or through a recruiting firm) and without any direct or indirect solicitation by such party; (b) responds to any general solicitation or advertisement for open employment positions (including through the use of professional executive search firms) not targeted at specific individuals or employees of the other party, or (c) has had his or her employment terminated by the other party, prior to commencement of employment discussions between such party and any such person. Each party agrees that the other party's remedy at law for a breach of the provisions of this paragraph shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it might have.

7. **Confidential Information/Trade Secrets.** During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling or is reasonably apparent on its face as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

8. **Non-Exclusive/Performance.** Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so. Notwithstanding anything contained in this Section 8 to the contrary, Consultant represents and warrants that throughout the Term it will

devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.

9. **Indemnification.** Each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any (i) breach of any representation, warranty, covenant or agreement contained herein; or (ii) negligence, gross negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents.

Mechanics of Indemnity. Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity (provided that failure to provide such prompt notice shall not constitute a waiver of a party's indemnification rights hereunder so long as the indemnifying party is not materially prejudiced by such failure); (ii) granting control of the defense and settlement of the action to the indemnifying party, any settlement being subject to the prior written consent of the Indemnified party, not to be unreasonably withheld; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section 9.

10. **Publicity.** Neither party shall use the other party's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without the other party's prior written approval.
11. **Lobbying.** Consultant and Client are aware that lobby registration and reporting requirements may be applicable to the Consultant's activities under this Agreement, including, but not limited to Federal, state and/or local laws such as the Lobbying Disclosure Act of 1995 (the "LDA"), as amended (including by the Honest Leadership and Open Government Act of 2007). Consultant represents and warrants that Consultant is familiar and will comply with any and all applicable Federal, state and/or local lobby registration and reporting requirements as well as any other requirements imposed upon lobbyists, including, but not limited to, gift restrictions under applicable lobbying laws. Consultant shall not attempt to influence any Federal, state or local legislation, rule making, rate making or procurement decision by a Federal, state or local agency without the consent of Client. Consultant shall cooperate with Client to the extent necessary for Client to comply with any applicable lobby registration and reporting requirements, including but not limited to

informing Client of the amount or percentage of Client's payment that is attributable to Federal lobbying activities or state legislative lobbying activities.

12. **Registration and Reporting.** Consultant agrees to take all steps to assure compliance with any applicable Federal, state and local lobbying registration and reporting laws and rules, including preparing and timely filing of client and Consultant lobbying registration forms and financial reports and client registration documents. Consultant agrees to take all steps to assure compliance with any applicable state and local campaign finance registration and reporting laws and rules, including preparing and timely filing of client registration and reports of corporate political contributions. Consultant shall provide to Client, upon request, copies of all reports required by law to be filed with any governmental entity with respect to any activities undertaken by Consultant on behalf of Client.
13. **Integrity.** In connection with the Consultant's provision of Services, Consultant agrees to act in accordance with the Competitive Power Ventures, Inc. Code of Business Conduct & Ethics, located at <http://www.cpv.com/pdfs/CPVCodeofBusinessConductandEthics.pdf>, as may be updated from time to time (the "Ethics Code"), and to cause all Consultant personnel and representatives (including subcontractors, if any) to comply with the Ethics Code.
14. **Anti-Corruption.** In connection with Services performed under this Agreement, Consultant shall not pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action in any commercial transaction or in any governmental matter. Consultant has in place at the time of execution of this Agreement and will maintain and enforce during the entire term of this Agreement its own firm policy requiring adherence to ethical business practices, including a prohibition on bribery of government officials. No owner, partner, officer, director or employee of Consultant is or will be during the scope of this engagement an official or employee of the government or of an agency or instrumentality of a government, unless such person obtains the prior written approval of Client.
15. **Assignment.** Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void; provided, however, Client may assign this Agreement to an affiliate without consent.
16. **Notices.** Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by

certified or registered mail, postage prepaid, or sent via facsimile or email, and will be deemed given when so delivered personally or if sent via facsimile, to a facsimile number designated below with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing as follows:

If to Consultant: Mercury Public Affairs LLC
509 Guisando de Avila, Suite 100
Tampa, Florida 33613
Attention: Bibi Rahim
Telephone: 813-908-1380
Fax: 813-969-0368
Email: DASAccounting@mercuryllc.com

If to Client: CPV Valley, LLC
c/o Competitive Power Ventures Inc.
50 Braintree Hill Office Park, Suite 300
Braintree, MA 02184
Attention: Thomas J. Rumsey
Telephone: 518-883-1262
Email: trumsey@cpv.com

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements negotiated, executed and performed entirely within the State of New York, without regard to its conflicts of laws rules.
18. **[Intentionally Omitted]**
19. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be adjudicated in a court of competent jurisdiction located in New York County, New York. Client hereby irrevocably consents to and submits to the personal jurisdiction of such courts and waives any defense in the nature of forum non conveniens or like claim related thereto. Without limiting the foregoing, each party acknowledges that it is hereby waiving any right to have any such dispute resolved by jury trial.
20. **General.**
 - (a) No amendments or modifications shall be binding upon either party

unless made in writing and signed by both parties.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

(c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

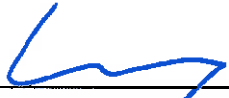
(e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(t) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.


(g) Notwithstanding any provision to the contrary in this Agreement, except in connection with third party indemnification claims, in no event shall either party be liable to the other party (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually owed to Consultant by Client for the Services over the Term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

Mercury Public Affairs LLC.

By: 
Name: Kieran Mahoney
Title: Partner
Date: 3 / 21 /2017

CPV Valley LLC

By: 
Name: John F Breen
Title: AM REP
Date: 03 / 22 /2017

SCHEDULE 1

Services

Mercury Public Affairs, LLC will provide strategic consulting and management services specific to issues facing the Client in the areas of government relations and issues management.

Consultant will comply with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of services under this Agreement.

SCHEDULE 2

Compensation

For consulting services identified in Schedule One, Client will compensate Mercury Public Affairs, LLC \$15,000.00 per month.

Polling expenditures and any media/advertising expenditures including both production and placement will be billed in addition to the monthly retainer and will only be made with the approval of the Client.

In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses over \$500.00 will be incurred only with the prior written approval of the Client.

Reasonable and customary expenses per paragraph two (2) of the Agreement shall be billed and paid monthly in the same manner as compensation. However, regardless of and in addition to said monthly billing of expense, in certain circumstances, such as expense incurred or to be incurred by travel or other expense, said circumstances to be determined within the sole discretion of the Consultant but subject to the prior written approval of the Client in each instance, the Consultant may elect to require the Client to pay for, directly and in advance, said expense prior to Consultant being obligated to undertake said travel, expense, or other obligation.

SCHEDULE 3

Contact Information

CPV Valley, LLC
c/o Competitive Power Ventures Inc.
50 Braintree Hill Office Park, Suite 300
Braintree, MA 02184
Attention: Thomas J. Rumsey
Telephone: 518-883-1 262
Email: trumsey@cpv.com