PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3919881

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
HOWARD SCHMIDT	05/19/2016

RECEIVING PARTY DATA

Name:	QUIDNET ENERGY INC.
Street Address:	17 LANTERN ROAD
City:	FRAMINGHAM
State/Country:	MASSACHUSETTS
Postal Code:	01702

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	8763387
Application Number:	14318742

CORRESPONDENCE DATA

Fax Number: (617)526-5000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175266587
Email: DIANA.RUIZ@WILMERHALE.COM
Correspondent Name: DIANA RUIZ
Address Line 1: 60 STATE STREET
Address Line 2: WILMERHALE
Address Line 4: BOSTON, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	2208895.121
NAME OF SUBMITTER:	DIANA RUIZ
SIGNATURE:	/DIANA RUIZ/
DATE SIGNED:	06/14/2016

Total Attachments: 25
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INTELLECTUAL PROPERTY ASSIGNMENT AND OPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND OPTION AGREEMENT ("Agreement") is entered into on May 19, 2016 (the "Agreement Date") by and between Howard Schmidt, an individual having an address at 16106 Pebble Creek, Cypress, Texas 77433 ("Schmidt") and Quidnet Energy Inc., a Delaware corporation with its principal place of business at 17 Lantern Road, Framingham, MA 01702 ("Quidnet" or the "Company") (hereunder referred to jointly as the "Parties" or individually as a "Party").

BACKGROUND

Having previously entered into that certain Memorandum of Understanding (as defined below), the Parties are entering into this Agreement for the purpose of, among other things, assigning certain rights in and to a proprietary geofracture energy storage technology (the "Storage Technology") to the Company. This Agreement sets forth the terms and conditions pursuant to which, among other things, Schmidt will assign certain of his rights in such technology to Quidnet. Based on the foregoing premises, and in consideration of the promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 "Intellectual Property Rights" shall mean all U.S. and foreign rights in and to all (a) patents and patent applications, including all divisions, substitutions, continuations, continuation-in-part applications, and reissues, re-examinations and extensions thereof ("Patents"), (b) copyrights, (c) unpatented information, trade secrets, know-how, invention disclosures, engineering notebooks, confidential information, data, or materials, (d) trademarks, service marks, trade names, trade dress, domain names and similar rights, (e) mask work rights, and (f) any other intellectual or other proprietary rights of any kind now known or hereafter recognized in any jurisdiction.

1.2 "Schmidt Affiliate" shall mean (i) a trust or similar entity established solely for the benefit of Schmidt or any of his spouse, children, parents or grandchildren or (ii) a trust or similar entity that is wholly-owned by Schmidt.

1.3 "Schmidt Technology" shall mean the technology developed, owned or controlled by Schmidt relating to the Storage Technology, as further described on Exhibit A and in the Patents listed under Section 2.1.

1.4 "Successful Demonstration" shall mean a technical demonstration of the Schmidt Technology that includes (a) storing meaningful volumes of high pressure water with low loss rates in a hydraulically fractured zone of a hydrocarbon well or a well similar to an oil or gas well and (b) generating a meaningful amount of electric power from that well using a turbine and

generator or equivalent means. The parties hereby acknowledge that the first Successful Demonstration was completed in April 2016.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Schmidt Patent Rights. Schmidt owns the following United States and foreign Patents (collectively, the "Schmidt Patent Rights"):

Publication Number / Application Number	Jurisdiction	Title
US 8,763,387	U.S.	Hydraulic geofracture energy storage system
US 2015/0027952A1	U.S.	Hydraulic geofracture energy storage system with desalination
1207/DELNP/2012	India	Hydraulic geofracture energy storage system
2010282584	Australia	Hydraulic geofracture energy storage system
PI BR 11 2012 002933 9	Brazil	Hydraulic geofracture energy storage system
EPO 10747109.6	Germany, U.K., France, Spain, Italy, Denmark, Ireland, Poland, Netherlands, Portugal	Hydraulic geofracture energy storage system
2807760	Canada	Hydraulic geofracture energy storage system

2.2 Assignment of Certain Schmidt Intellectual Property Rights. Subject to the timely payment of the initial Exclusivity Fee installment specified in Section 3.2(a) herein, Schmidt assigns to Quidnet all rights, title and interest in and to the Patents and other Intellectual Property Rights in the Schmidt Technology (including, but not limited to, the Schmidt Patent Rights) in the United States, Canada, China and the GCC region (Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, and the United Arab Emirates) (collectively, the "Assigned Countries"). Upon the request of the Company and at the Company's expense, Schmidt shall execute such further assignments, documents, and other instruments as may be necessary or desirable to fully and completely assign all Patents and other Intellectual Property Rights pursuant to this Section 2. Further, Schmidt shall assist the Company in applying for, obtaining and enforcing patents, copyrights and other rights in the United States and in any foreign country with respect to said Patents and other Intellectual Property Rights.

2.3 Maintenance of Certain Schmidt Intellectual Property Rights. To the extent that certain Patents and other Intellectual Property Rights in the Schmidt Technology outside the Assigned Countries are not assigned to Quidnet pursuant to Section 2.2 (the "Retained Intellectual Property Rights"), Schmidt shall use his best efforts not to allow any such Retained Intellectual Property Rights (including, but not limited to, the Patents listed in Section 2.1) to expire, be cancelled or otherwise become abandoned without the prior written approval of Quidnet.

2.4 Option for Other Territories. Subject to the timely payment of the initial Exclusivity Fee installment specified in Section 3.2(a) herein, Schmidt grants Quidnet, for a period of twenty-four (24) months from the Agreement Date (the "Exclusive Option Period"), an exclusive option to obtain an exclusive, royalty-free perpetual license of the Schmidt Technology and the Intellectual Property Rights therein in any country or region of the world other than the Assigned Countries. For the avoidance of doubt, Schmidt may not offer or provide any rights to (including, but not limited to, an option to, a license to, or an assignment of) the Schmidt Technology and the Intellectual Property Rights therein during the Exclusive Option Period to any individual or entity other than Quidnet or a Schmidt Affiliate in accordance with Section 6.7 hereof. To exercise such exclusive option, Quidnet shall notify Schmidt of its desire to obtain such additional rights, and the parties shall negotiate in good faith the terms of such license for the applicable country or region. In the event the Parties negotiate in good faith but are unable to agree on such terms for a particular right during such Exclusive Option Period, Schmidt shall not grant a license or assignment to any third party for such right on more favorable terms than those proposed by Quidnet for a period of six (6) months following the expiration of the Exclusive Option Period. Schmidt hereby further grants Quidnet a right of first refusal to any provision of any rights to (including, but not limited to, an option to, a license to, or an assignment of) the Schmidt Technology and the Intellectual Property Rights therein for an additional twenty-four (24) months following the expiration of the Exclusive Option Period in all countries or regions of the world other than the Assigned Countries.

2.5 Bankruptcy. Schmidt acknowledges that the Intellectual Property Rights subject to the option pursuant to this Agreement constitute "intellectual property" to the extent provided under the United States Bankruptcy Code (the "Bankruptcy Code") or similar foreign laws, and if Schmidt is subject to a proceeding under the Bankruptcy Code or similar foreign laws and rejects this Agreement, Quidnet may elect to retain its rights to such Intellectual Property Rights under this Agreement (to the maximum extent provided under Section 365(n) and other provisions of the Bankruptcy Code or similar foreign laws).

3. CONSIDERATION

3.1 Equity. In accordance with, and pursuant to, the Memorandum of Understanding, which, when originally entered into on January 31, 2013, provided that "Mandell and Schmidt will divide the initial equity in the company equally", the Company shall deliver to Schmidt a certificate representing 500,000 shares of common stock, $0.001 par value per share (the "Common Stock"), in order to consummate such transactions contemplated by such Memorandum of Understanding, as originally entered into on January 31, 2013. For the avoidance of any doubt, as of the date hereof, such shares equal one half of the total number and one half of the total voting power of the Common Stock of the Company issued to Aaron

Mandell ("Mandell") and Schmidt, the founders of the Company. The Company, Mandell and Schmidt shall enter into a Founders' Right of First Refusal and Co-Sale Agreement, in the form attached hereto as Exhibit B.

3.2 Exclusivity Fee. In exchange for the rights granted under this Agreement, Quidnet shall pay Schmidt an exclusivity fee (the "Exclusivity Fee") of $150,000 as follows:

(a) An initial installment of $50,000, which shall be deferred until the Company has (i) completed a Successful Demonstration (which has been completed, as acknowledged in Section 1.4 above) and (ii) raised, since its incorporation, at least $1,000,000 from the sale of Common Stock, preferred stock or convertible debt securities of the Company; and

(b) A second installment of $100,000, which shall be deferred until the Company has raised at least $2,000,000 from the sale of preferred stock of the Company (including amounts resulting from the conversion of any indebtedness for borrowed money).

3.3 Payments and Taxes. All amounts payable under this Agreement shall be paid in United States dollars. Each Party is responsible to pay its own income tax liability that may result from any transaction occurring under this Agreement.

4. WARRANTIES AND DISCLAIMERS

4.1 Mutual Warranties. Each Party represents and warrants to the other that: (a) it has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; and (b) the execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or constitute a default under any of its contractual obligations.

4.2 Schmidt Warranties. Schmidt hereby represents and warrants that (a) the Schmidt Patents Rights constitute all Patents owned by Schmidt that relate to the Schmidt Technology; (b) Schmidt has not granted any rights to the Schmidt Patent Rights to any other individual or entity; and (c) Schmidt owns or possesses all Intellectual Property Rights in the Schmidt Technology including, but not limited to, the Schmidt Patent Rights, that do not already belong to Quidnet. Further, Schmidt hereby represents and warrants that there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind in the Schmidt Technology or the Intellectual Property Rights therein except any such owing to Quidnet.

4.3 Warranty Disclaimer. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN, EACH PARTY MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE.

5. LIMITATION OF LIABILITY

5.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING LOST PROFITS, LOST REVENUES OR LOSS OF USE)

RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE OR FAILURE TO PERFORM HEREUNDER WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, OR NEGLIGENCE OF THAT PARTY.

6. GENERAL TERMS AND CONDITIONS

6.1 Notices. All notices and other communications hereunder will be in writing and will be deemed given if delivered personally or sent by an internationally recognized overnight courier service, to the Parties at the following addresses (or at such other address for a Party as will be specified by like notice):

If to Quidnet:

Quidnet Energy Inc.
17 Lantern Road
Framingham, MA 01702
Attention: Chief Executive Officer

Copy to: Joshua D. Fox, Esq.
WilmerHale
60 State Street
Boston, MA 02109

If to Schmidt:

Howard Schmidt
16106 Pebble Creek
Cypress, Texas 77433

Copy to: John L. Petersen, Esq.
15609 Memorial Drive
Houston, Texas 77079

6.2 Term. The term of this Agreement will begin on the Agreement Date and shall terminate on the date at which the Exclusive Option Period expires, unless extended by mutual consent of the Parties.

6.3 Compliance with Laws. Each Party shall comply with all applicable laws, regulations and rules of any governmental authority having jurisdiction and shall obtain all necessary permits, licenses and consents of governmental authorities necessary for the performance contemplated by this Agreement. Each party hereby represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery and performance of this Agreement. In recognition of applicable export control laws and regulations, each Party agrees that it will not export, or transfer for the purpose of re-export, any product, technical data received hereunder or the product produced by use of such technical data, including processes and services, in violation of applicable export laws, regulations, treaties or executive orders, as amended or supplemented from time to time.

6.4 Confidentiality of Agreement. Except as expressly provided herein, each Party agrees that the terms and conditions of this Agreement will be treated as confidential and that

neither Party will disclose the terms or conditions of this Agreement to any third party without the prior written consent of the other Party, provided, however, that each Party may disclose the terms and conditions of this Agreement, to the extent necessary: (a) as required by any court or other governmental body, or if strictly required by law; (b) in confidence to attorneys, accountants and other professional advisors (including investors and financial advisors); (c) in connection with enforcing this Agreement or rights hereunder; or (d) under strict nondisclosure agreement in connection with a potential or actual merger, acquisition, financing or similar transaction. With respect to disclosure required by a court, governmental order or otherwise required by law, the Party required to disclose will provide adequate prior notification to the other Party and use all reasonable efforts to preserve the confidentiality of the terms of this Agreement in complying with such required disclosure, including seeking an appropriate protective order, as applicable.

6.5 Governing Law. This Agreement will be governed and construed under and in accordance with the laws of Delaware (without giving effect to any choice of law rule which would cause the application of the laws of any jurisdiction besides Delaware). The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Texas and to the jurisdiction of the United States District Court for the Southern District of Texas for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Texas or the United States District Court for the Southern District of Texas, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

6.6 Waiver and Amendment. The Parties may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance by the other Party with any of the agreements or conditions contained in this Agreement or (d) amend, modify or supplement this Agreement. Any agreement on the part of a Party to any such extension, waiver, amendment, modification or supplement will be valid only if set forth in an instrument in writing signed on behalf of such Party. Any failure on the part of any Party to enforce at any time, or for any period of time, any of the provisions of this Agreement will not be deemed or construed to be a waiver of such provisions or of the right of such Party thereafter to enforce each and every such provision.

6.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either of the Parties (whether by operation of law or otherwise) in whole or in part without the prior written consent of the other Party; provided, however, that the Company may assign its rights (but not its obligations) under this Agreement to (i) The Jeffrey A. Rosenblum Family Trust U/A Dated 7/15/94 (the "Trust") pursuant to the terms of that certain Secured Convertible Promissory Note issued on May 5, 2015 by the Company to The Jeffrey A. Rosenblum Revocable Trust Dated 6/30/90 and subsequently

assigned to the Trust, (ii) a Lender (as defined in that certain Convertible Note Purchase Agreement dated as of May 5, 2015 by and among the Company and the parties thereto (the "2015 Note Purchase Agreement")) pursuant to the terms of that certain Secured Convertible Promissory Note issued on May 5, 2015 to such Lender pursuant to such 2015 Note Purchase Agreement and (iii) a Lender (as defined in that certain Secured Convertible Note and Warrant Purchase Agreement dated on or about the date hereof by and among the Company and the parties thereto (the "2016 Note Purchase Agreement")) pursuant to the terms of that certain Secured Convertible Promissory Note issued on or after the date hereof to such Lender pursuant to such 2016 Note Purchase Agreement; provided further that in connection with the assignment of the Retained Intellectual Property Rights by Schmidt to a Schmidt Affiliate pursuant to Section 2.4, Schmidt may assign his rights together with his obligations under this Agreement to such Schmidt Affiliate and, as a condition precedent to such assignment, such Schmidt Affiliate shall agree to be bound to this Agreement to the same extent as Schmidt. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

6.8 Construction and Interpretation. When a reference is made in this Agreement to a section or article, such reference will be to a section or article of this Agreement, unless otherwise clearly indicated to the contrary. If any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Headings are used for convenience only and will not in any way affect the construction or interpretation of this Agreement.

6.9 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid, void or unenforceable term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the Parties agree that the court making such determination will have the power to and will, subject to the discretion of such court, reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

6.10 Survival. Any terms and conditions of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement shall survive and continue in full force and effect after any termination or expiration of this Agreement.

6.11 Force Majeure. A Party is not liable under this Agreement for non-performance (other than failure to make undisputed payments then owing) caused by events or conditions beyond that Party's control, if the Party makes reasonable efforts to perform.

6.12 Counterparts. This Agreement may be executed in multiple counterparts (whether delivered by facsimile or otherwise), each of which will be considered one and the same agreement.

6.13 Entire Agreement. This Agreement (including its Exhibits, which are incorporated herein by this reference) contains and constitutes the complete and entire agreement and understanding of the Parties concerning the matters contained herein and therein and supersedes the Memorandum of Understanding, by and between Mandell and Schmidt, dated as of January 31, 2013, as amended and restated by that certain Amended and Restated Memorandum of Understanding, by and among Mandell and the Parties, dated as of April 7, 2015 (the "Memorandum of Understanding"). This Agreement may not be altered, modified or changed in any manner except by a writing duly executed by the Parties. No statements, promises or representations have been made by any Party to another, or are relied upon, and no consideration has been or is offered, promised, expected or held out, other than as stated in this Agreement and no Party is relying on any representations other than those expressly set forth herein and therein. All prior or contemporaneous discussions and negotiations, whether oral or written, have been, and are, merged and integrated into, and superseded by, this Agreement.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective, by their representatives thereunto duly authorized, as of the date hereof.

Quidnet Energy Inc.

By: _____

Name: Aaron Mandell

Title: Chairman

Date: May 19, 2016

Howard Schmidt

By: _____

Date: 19 May, 2016

EXHIBIT A

GEOFRACTURE ENERGY STORAGE TECHNOLOGY DESCRIPTION

Geofracture energy storage technology involving the use of subsurface geologies to store energy using pressurized fluids and convert that stored energy to electricity using a hydroelectric turbine.

EXHIBIT B

FOUNDERS' RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

FOUNDERS' RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

THIS FOUNDERS' RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT (this "**Agreement**"), is made as of the 19th day of May, 2016 by and among Quidnet Energy Inc., a Delaware corporation (the "**Company**"), and the Founders listed on Schedule A.

WHEREAS, each Founder is, or simultaneously with the execution of this Agreement, will become the beneficial owner of shares of Capital Stock, or of options to purchase Common Stock;

NOW, THEREFORE, the Company and the Founders agree as follows:

1. Definitions.

1.1 "**Capital Stock**" means (a) shares of Common Stock and Preferred Stock (whether now outstanding or hereafter issued in any context), (b) shares of Common Stock issued or issuable upon conversion of Preferred Stock, and (c) shares of Common Stock issued or issuable upon exercise or conversion, as applicable, of stock options, warrants or other convertible securities of the Company, in each case now owned or subsequently acquired by any Founder, or their respective successors or permitted transferees or assigns. For purposes of the number of shares of Capital Stock held by a Founder (or any other calculation based thereon), all shares of Preferred Stock shall be deemed to have been converted into Common Stock at the then-applicable conversion ratio.

1.2 "**Certificate**" means the Company's Certificate of Incorporation, as the same may be amended and/or restated from time to time.

1.3 "**Common Stock**" means shares of Common Stock of the Company, $0.001 par value per share.

1.4 "**Company Notice**" means written notice from the Company notifying the Transferring Founder that the Company intends to exercise its Secondary Refusal Right as to some or all of the Transfer Stock with respect to any Proposed Founder Transfer.

1.5 "**Company Sale**" means the occurrence (whether in a single transaction or a series of related transactions) of one or more of the following events: (i) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole; or (ii) a merger or consolidation of the Company where the stockholders of the Company immediately prior to such event do not retain beneficial ownership, directly or indirectly, of more than fifty percent (50%) of the voting power of the surviving, resulting or successor entity or the entity that controls such surviving, resulting or successor entity.

1.6 "**Field**" means the business of researching, designing, developing, commercializing, licensing, operating, distributing, marketing and selling any technology, product or service relating to the use of subsurface geologies to store energy using pressurized fluids.

1.7 "**Founder Affiliate**" means (i) a trust or similar entity established solely for the benefit of a Founder or any of his, her or its spouse, children, parents or grandchildren or (ii) a trust or similar entity that is wholly-owned by a Founder.

1.8 "**Founder Notice**" means written notice from the Non-Transferring Founder notifying the Transferring Founder that the Non-Transferring Founder intends to exercise his, her or its Right of First Refusal as to some or all of the Transfer Stock with respect to any Proposed Founder Transfer.

1.9 "**Founders**" means the persons named on Schedule A hereto, each person to whom the rights of a Founder are assigned pursuant to Subsection 3.1, each person who hereafter becomes a signatory to this Agreement pursuant to Subsection 6.9 and any one of them, as the context may require.

1.10 "**Non-Transferring Founder**" means each Founder who is not proposing a particular Proposed Founder Transfer.

1.11 "**Preferred Stock**" means collectively, all shares of convertible preferred stock of the Company (whether now outstanding or hereafter issued in any context).

1.12 "**Proposed Founder Transfer**" means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any Transfer Stock (or any interest therein) proposed by any of the Founders, other than a transfer to a Founder Affiliate.

1.13 "**Proposed Transfer Notice**" means written notice from a Transferring Founder setting forth the terms and conditions of a Proposed Founder Transfer.

1.14 "**Prospective Transferee**" means any person other than a Founder Affiliate to whom a Transferring Founder proposes to make a Proposed Founder Transfer.

1.15 "**Right of Co-Sale**" means the right, but not an obligation, of a Non-Transferring Founder to participate in a Proposed Founder Transfer on the terms and conditions specified in the Proposed Transfer Notice.

1.16 "**Right of First Refusal**" means the right, but not an obligation, of each Founder, or his, her or its permitted transferees or assigns, to purchase some or all of the Transfer Stock with respect to a Proposed Founder Transfer, on the terms and conditions specified in the Proposed Transfer Notice.

1.17 "**Secondary Notice**" means written notice from the Non-Transferring Founder notifying the Company and the Transferring Founder that the Non-Transferring Founder does not intend to exercise his, her or its Right of First Refusal as to all shares of Transfer Stock with respect to any Proposed Founder Transfer.

1.18 "**Secondary Refusal Right**" means the right, but not an obligation, of the Company to purchase any Transfer Stock not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

1.19 "**Transfer Stock**" means shares of Capital Stock owned by a Transferring Founder, or issued to a Founder after the date hereof (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), but does not include any shares of Preferred Stock or of Common Stock that are issued or issuable upon conversion of Preferred Stock.

1.20 "**Transferring Founder**" means the Founder proposing a particular Proposed Founder Transfer.

2. Agreement Among the Company and the Founders.

2.1 Right of First Refusal.

(a) Grant. Subject to the terms of Section 3 below, each Founder hereby unconditionally and irrevocably grants to each other Founder a Right of First Refusal to purchase all or any portion of Transfer Stock that such Founder may propose to transfer as a Transferring Founder in a Proposed Founder Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee.

(b) Notice. Each Transferring Founder proposing to make a Proposed Founder Transfer must deliver a Proposed Transfer Notice to the Company and each Non-Transferring Founder not later than ninety (90) days prior to the consummation of such Proposed Founder Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Founder Transfer, the identity of the Prospective Transferee and the intended date of the Proposed Founder Transfer. To exercise his, her or its Right of First Refusal under this Section 2, each Non-Transferring Founder must deliver a Founder Notice to the Transferring Founder within fifteen (15) days after delivery of the Proposed Transfer Notice. In the event of a conflict between this Agreement and any other agreement that may have been or may be entered into by a Founder with the Company that contains a right of first refusal, the Company and the Founder acknowledge and agree that the terms of this Agreement shall control and the right of first refusal shall be deemed satisfied by compliance with Subsection 2.1(a) and this Subsection 2.1(b).

(c) Grant of Secondary Refusal Right to Company. Subject to the terms of Section 3 below, each Founder hereby unconditionally and irrevocably grants to the Company a Secondary Refusal Right to purchase all or any portion of the Transfer Stock not purchased by the Non-Transferring Founders pursuant to the Right of First Refusal, as provided in this Subsection 2.1(c). If any Non-Transferring Founder does not intend to exercise his, her or its Right of First Refusal with respect to all Transfer Stock subject to a Proposed Founder Transfer, such Non-Transferring Founder must deliver a Secondary Notice to the Transferring Founder and to the Company to that effect no later than fifteen (15) days after the Transferring Founder delivers the Proposed Transfer Notice to the Company and each Non-Transferring Founder. To exercise its Secondary Refusal Right, the Company must deliver a Company Notice to the Transferring Founder within ten (10) days after the Non-Transferring Founder's deadline for his, her or its delivery of the Secondary Notice as provided in the preceding sentence.

(d) Consideration; Closing. If the consideration proposed to be paid for the Transfer Stock is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Company's Board of Directors. If the Non-Transferring Founder or the Company cannot for any reason pay for the Transfer Stock in the same form of non-cash consideration, the Non-Transferring Founder or the Company may pay the cash value equivalent thereof, as determined in good faith by the Board of Directors. The closing of the purchase of Transfer Stock by the Non-Transferring Founder and/or the Company shall take place, and all payments from the Non-Transferring Founder and/or the Company shall have been delivered to the Transferring Founder, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Founder Transfer; and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice.

2.2 Right of Co-Sale.

(a) Exercise of Right. If any Transfer Stock subject to a Proposed Founder Transfer is not purchased pursuant to Subsection 2.1 above and thereafter is to be sold to a Prospective Transferee, each respective Non-Transferring Founder may elect to exercise his, her or its Right of Co-Sale and participate on a pro rata basis in the Proposed Founder Transfer as set forth in Subsection 2.2(b) below and, subject to Subsection 2.2(d), otherwise on the same terms and conditions specified in the Proposed Transfer Notice. Each Non-Transferring Founder who desires to exercise his, her or its Right of Co-Sale (each, a "**Participating Founder**") must give the Transferring Founder written notice to that effect within fifteen (15) days after the deadline for delivery of the Secondary Notice described above, and upon giving such notice such Participating Founder shall be deemed to have effectively exercised the Right of Co-Sale.

(b) Shares Includable. Each Participating Founder may include in the Proposed Founder Transfer all or any part of such Participating Founder's Capital Stock equal to the product obtained by multiplying (i) the aggregate number of shares of Transfer Stock subject to the Proposed Founder Transfer (excluding shares purchased by the Participating Founders or the Company pursuant to the Right of First Refusal or the Secondary Refusal Right) by (ii) a fraction, the numerator of which is the number of shares of Capital Stock owned by such Participating Founder immediately before consummation of the Proposed Founder Transfer (including any shares that such Participating Founder has agreed to purchase pursuant to the Right of First Refusal) and the denominator of which is the total number of shares of Capital Stock owned, in the aggregate, by all Participating Founders immediately prior to the consummation of the Proposed Founder Transfer (including any shares that all Participating Founders have collectively agreed to purchase pursuant to the Right of First Refusal), plus the number of shares of Transfer Stock held by the Transferring Founder. To the extent a Participating Founder exercises such right of participation in accordance with the terms and conditions set forth herein, the number of shares of Transfer Stock that the Transferring Founder may sell in the Proposed Founder Transfer shall be correspondingly reduced.

(c) Purchase and Sale Agreement. The Participating Founders and the Transferring Founder agree that the terms and conditions of any Proposed Founder Transfer in accordance with Subsection 2.2 will be memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the "**Purchase and Sale Agreement**") with customary terms and provisions for such a transaction, and the Participating Founders and the

Transferring Founder further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Subsection 2.2.

(d) Allocation of Consideration. The aggregate consideration payable to the Participating Founders and the Transferring Founder shall be allocated based on the number of shares of Capital Stock sold to the Prospective Transferee by the Participating Founders and the Transferring Founder as provided in Subsection 2.2(b), provided that if a Participating Founder wishes to sell Preferred Stock, the price set forth in the Proposed Transfer Notice shall be appropriately adjusted based on the conversion ratio of the Preferred Stock into Common Stock.

(e) Purchase by Transferring Founder; Deliveries. Notwithstanding Subsection 2.2(c) above, if any Prospective Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from the Participating Founders or upon the failure to negotiate in good faith a Purchase and Sale Agreement satisfactory to the Participating Founders, no Transferring Founder may sell any Transfer Stock to such Prospective Transferee or Transferees unless and until, simultaneously with such sale, such Transferring Founder purchases all securities subject to the Right of Co-Sale from such Participating Founder or Founders on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice and as provided in Subsection 2.2(d). In connection with such purchase by Transferring Founder, such Participating Founder or Founders shall deliver to the Transferring Founder any stock certificate or certificates, properly endorsed for transfer, representing the Capital Stock being purchased by the Transferring Founder (or request that the Company effect such transfer in the name of the Transferring Founder). Any such shares transferred to the Transferring Founder will be transferred to the Prospective Transferee against payment therefor in consummation of the sale of the Transfer Stock pursuant to the terms and conditions specified in the Proposed Transfer Notice, and the Transferring Founder shall concurrently therewith remit or direct payment to each such Participating Founder the portion of the aggregate consideration to which each such Participating Founder is entitled by reason of its participation in such sale as provided in this Subsection 2.2(e).

(f) Additional Compliance. If any Proposed Founder Transfer is not consummated within one hundred and five (105) days after receipt of the Proposed Transfer Notice by the Company and each Non-Transferring Founder, the Transferring Founder proposing the Proposed Founder Transfer may not sell any Transfer Stock unless he, she or it first complies in full with each provision of this Section 2. The exercise or election not to exercise any right by any Non-Transferring Founder hereunder shall not adversely affect his, her or its right to participate in any other sales of Transfer Stock subject to this Subsection 2.2.

2.3 Effect of Failure to Comply.

(a) Transfer Void; Equitable Relief. Any Proposed Founder Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally

and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Stock not made in strict compliance with this Agreement).

(b) Violation of First Refusal Right. If any Transferring Founder becomes obligated to sell any Transfer Stock to any Non-Transferring Founder or the Company under this Agreement and fails to deliver such Transfer Stock in accordance with the terms of this Agreement, such Non-Transferring Founder and/or the Company may, at his, her or its option, in addition to all other remedies he, she or it may have, send to such Transferring Founder the purchase price for such Transfer Stock as is herein specified and transfer to the name of the Non-Transferring Founder or the Company, as applicable (or request that the Company effect such transfer in the name of the Non-Transferring Founder or the Company, as applicable) on the Company's books any certificates, instruments, or book entry representing the Transfer Stock to be sold.

(c) Violation of Co-Sale Right. If any Transferring Founder purports to sell any Transfer Stock in contravention of the Right of Co-Sale (a "**Prohibited Transfer**"), each Non-Transferring Founder who desires to exercise his, her or its Right of Co-Sale under Subsection 2.2 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Transferring Founder to purchase from such Non-Transferring Founder the type and number of shares of Capital Stock that such Non-Transferring Founder would have been entitled to sell to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of Subsection 2.2. The sale will be made on the same terms, including, without limitation, as provided in Subsection 2.2(d), and subject to the same conditions as would have applied had the Transferring Founder not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after the Non-Transferring Founder learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Subsection 2.2. Such Transferring Founder shall also reimburse each Non-Transferring Founder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Non-Transferring Founder's rights under Subsection 2.2.

3. Exempt Transfers.

3.1 Exempted Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Subsections 2.1 and 2.2 shall not apply (a) in the case of a Founder that is an entity, upon a transfer by such Founder to his, her or its stockholders, members, partners or other equity holders, (b) to a repurchase of Transfer Stock from a Founder by the Company at a price no greater than that originally paid by such Founder for such Transfer Stock and pursuant to an agreement containing vesting and/or repurchase provisions approved by a majority of the Board of Directors, or (c) in the case of a Founder that is a natural person, upon a transfer of Transfer Stock by such Founder made to a Founder Affiliate; provided that in the case of clauses (a) and (c), the Founder shall deliver prior written notice to the Company and each other Founder of such transfer and such shares of Transfer Stock shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a

condition to such issuance, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as a Founder (but only with respect to the securities so transferred to the transferee), including the obligations of a Founder with respect to Proposed Founder Transfers of such Transfer Stock pursuant to Section 2; and provided further in the case of any transfer pursuant to clause (a) or (c) above, that such transfer is made pursuant to a transaction in which there is no consideration actually paid for such transfer.

3.2 Exempted Offerings. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Section 2 shall not apply to the sale of any Transfer Stock (a) to the public in an offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (a "**Public Offering**"); (b) effected in an open market transaction more than 180 days after the Company first registers its securities under the Securities Exchange Act of 1934, as amended; (c) effected at time when a Founder, its Founder Affiliates and any permitted transferees of such Founder hereunder collectively own less than five percent (5%) of the Company's fully-diluted common equity; or (d) pursuant to a Company Sale.

3.3 Prohibited Transferees. Notwithstanding the foregoing, no Founder shall transfer any Transfer Stock to (a) any entity which directly or indirectly competes with the Company in the Field; or (b) any customer, distributor or supplier of the Company, if the Company's Board of Directors should determine that such transfer would result in such customer, distributor or supplier receiving information that would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier.

4. Legend. Each certificate, instrument, or book entry representing shares of Transfer Stock held by the Founders or issued to any permitted transferee in connection with a transfer permitted by Subsection 3.1 hereof shall be notated with the following legend:

> THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN FOUNDERS' RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT BY AND AMONG THE STOCKHOLDER, THE CORPORATION AND CERTAIN OTHER HOLDERS OF STOCK OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

Each Founder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares notated with the legend referred to in this Section 4 above to enforce the provisions of this Agreement, and the Company agrees to promptly do so. The legend shall be removed upon termination of this Agreement at the request of the holder.

5. Lock-Up.

5.1 Agreement to Lock-Up. Each Founder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's initial public offering (the "**IPO**") and

ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days), or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports; and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Capital Stock held immediately prior to the effectiveness of the registration statement for the IPO; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Capital Stock, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Capital Stock or other securities, in cash or otherwise. The foregoing provisions of this Section 5 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the Founders if all officers, directors and holders of more than one percent (1%) of the outstanding Common Stock (after giving effect to the conversion into Common Stock of all outstanding Preferred Stock) enter into similar agreements. The underwriters in connection with the IPO are intended third-party beneficiaries of this Section 5 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Founder further agrees to execute such agreements as may be reasonably requested by the underwriters in the IPO that are consistent with this Section 5 or that are necessary to give further effect thereto.

5.2 Stop Transfer Instructions. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the shares of Capital Stock of each Founder (and transferees and assignees thereof) until the end of such restricted period.

6. Miscellaneous.

6.1 Term. This Agreement shall automatically terminate upon the earlier of (a) immediately prior to the consummation of the Company's IPO; and (b) the consummation of a Company Sale.

6.2 Stock Split. All references to numbers of shares in this Agreement shall be appropriately adjusted to reflect any stock dividend, split, combination or other recapitalization affecting the Capital Stock occurring after the date of this Agreement.

6.3 Ownership. Each Founder represents and warrants that such Founder is the sole legal and beneficial owner of the shares of Transfer Stock subject to this Agreement and that no other person or entity has any interest in such shares (other than a community property interest as to which the holder thereof has acknowledged and agreed in writing to the restrictions and obligations hereunder).

6.4 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Texas and to the jurisdiction of the United States District Court for the Southern District of Texas for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to

commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Texas or the United States District Court for the Southern District of Texas, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule A hereof, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 6.5. If notice is given to the Company, it shall be sent to Quidnet Energy Inc., Attention: President, 17 Lantern Road, Framingham, MA 01702; and a copy (which shall not constitute notice) shall also be sent to Joshua D. Fox, Esq., Wilmer Cutler Pickering Hale and Dorr LLP, 60 State Street, Boston, MA 02109.

6.6 Entire Agreement. This Agreement (including, the Exhibits and Schedules hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

6.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching

or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.8 Amendment; Waiver and Termination. This Agreement may be amended, modified or terminated (other than pursuant to Section 6.1 above) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by the Company and the Founders. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

6.9 Assignment of Rights.

(a) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) Any successor or permitted assignee of any Founder, including any Prospective Transferee who purchases shares of Transfer Stock in accordance with the terms hereof, shall deliver to the Founders and the Company, as a condition to any transfer or assignment, a counterpart signature page hereto pursuant to which such successor or permitted assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the predecessor or assignor of such successor or permitted assignee.

(c) The rights of the Founders hereunder are not assignable without the Company's written consent, except to an assignee who acquires shares of Capital Stock from a Founder in accordance with this Agreement, it being acknowledged and agreed that any such assignment shall be subject to and conditioned upon any such assignee's delivery to the Company and each other Founder of a counterpart signature page hereto pursuant to which such assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the assignor of such assignee.

(d) Except in connection with an assignment by the Company by operation of law to the acquirer of the Company, the rights and obligations of the Company hereunder may not be assigned under any circumstances.

6.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.11 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware.

6.12 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.14 Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Founder and the Company shall be entitled to specific performance of the agreements and obligations of each Founder and the Company, as applicable, hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

6.15 Consent of Spouse. If any Founder is married on the date of this Agreement, such Founder's spouse shall execute and deliver to the Company a Consent of Spouse in the form of Exhibit A hereto ("**Consent of Spouse**"), effective on the date hereof. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in such Founder's shares of Transfer Stock that do not otherwise exist by operation of law or the agreement of the parties. If any Founder should marry or remarry subsequent to the date of this Agreement, such Founder shall within thirty (30) days thereafter obtain his/her new spouse's acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by causing such spouse to execute and deliver a Consent of Spouse acknowledging the restrictions and obligations contained in this Agreement and agreeing and consenting to the same.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties have executed this Founders' Right of First Refusal and Co-Sale Agreement as of the date first written above.

QUIDNET ENERGY, INC.

By: _____

Name: _____

Title: _____

FOUNDER:

Aaron Mandell

_____

FOUNDER:

Howard Schmidt

_____

SCHEDULE A
FOUNDERS

Name and Address

Aaron Mandell
14699 Grove St.
Healdsburg, CA 95448

Howard Schmidt
16106 Pebble Creek
Cypress, Texas 77433

EXHIBIT A
CONSENT OF SPOUSE

I, [_____], spouse of [_____], acknowledge that I have read the Founders' Right of First Refusal and Co-Sale Agreement, dated as of [_____], 2016, to which this Consent is attached as Exhibit A (the "**Agreement**"), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions regarding certain rights to certain other holders of Capital Stock of the Company upon a Proposed Founder Transfer of shares of Transfer Stock of the Company which my spouse may own including any interest I might have therein.

I hereby agree that my interest, if any, in any shares of Transfer Stock of the Company subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in such shares of Transfer Stock of the Company shall be similarly bound by the Agreement.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right.

Dated as of the [__] day of [_____, _____].

_____
Signature

_____
Print Name