

RECOVERABLE GRANT AGREEMENT

This RECOVERABLE GRANT AGREEMENT (this “Agreement”), dated as of [DATE TBD] (the “Effective Date”), is entered into by and between PRIME Coalition, Inc. (“PRIME”), and [Company Name] (“Company”), with reference to the following matters:

WHEREAS, PRIME was established to create lasting solutions to intractable social problems by supporting science and engineering innovation through research, public education, grantmaking, and innovative funding mechanisms;

WHEREAS, in furtherance of its charitable purposes, PRIME seeks to identify and support innovative, high-reward charitable investment opportunities that address climate change and would not otherwise be funded;

WHEREAS, Company was established to develop [description of company’s product or service];

WHEREAS, PRIME has determined that Company’s breakthrough technology (the “Company Technology”) would have a significant impact on [specific climate impact] which in turn would help address and mitigate climate change;

WHEREAS, PRIME has further determined that the Company Technology would contribute significantly to [describe other charitable purposes directly addressed by company operations];

WHEREAS, PRIME has further determined that but for the support it is providing to Company hereunder, Company would have insufficient funds to develop the Company Technology at the present time in support of the charitable outcomes described herein;

NOW, THEREFORE, on behalf of the Board of Directors of PRIME, I am pleased to inform you that PRIME has approved a recoverable grant (the “Grant”) in an amount of [\$amount] to Company, subject to the following terms and conditions:

Section I – Purpose & Use of Funds

(a) The purpose of the Grant is to support Company’s development, dissemination and commercialization of the Company Technology to support the protection and preservation of natural resources and the mitigation of the adverse environmental impacts of climate change, all in furtherance of PRIME’s mission and charitable purpose.

(b) All Grant funds must be expended for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). This Grant is made only for the purposes stated in this letter. Grant funds, as well as any interest earned thereon, may not be expended for any other purpose without the prior written approval of PRIME. Any funds not expended or committed for the purposes of the Grant in accordance with the terms hereof shall be returned to PRIME by Company within 30 days of receipt of written notice from PRIME.

(c) Grant funds (including any interest earned thereon) may not be used to attempt to influence legislation or the outcome of any specific public election.

Section II - Payment

The Grant will be payable upon receipt by us of a countersigned copy of this agreement.

Section III – Repayment Obligation

Upon the occurrence of a Liquidity Event (as defined below), Company shall be obligated to pay to PRIME, as repayment in full of the Grant, the amount of the Grant plus simple interest at a rate of 15% per annum from the date hereof until receipt of payment; provided, that Company's obligation to repay the Grant to PRIME shall be subordinate to its obligation to return to the holders of the then-outstanding shares of Company's Preferred Stock, if any, the amount of capital invested in purchasing such shares, after adjusting for stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like (meaning that Company's repayment obligations hereunder will only become effective in connection with such Liquidity Event after each of the then-outstanding shares of Company's Preferred Stock, if any, has received a return equal to the original purchase price of such shares).

There shall be no further payment obligations hereunder on the part of Company upon the fulfillment of its obligations pursuant to the immediately preceding paragraph. Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall PRIME or its affiliates, board members, employees or other representatives (collectively, the "PRIME Parties") be liable for any indemnification obligations or other liabilities under or in respect of such agreements or otherwise in connection with a Liquidity Event, nor shall PRIME be required to sign any Merger Agreement, Asset Purchase Agreement or other agreement in connection with a Liquidity Event that effects, or purports to effect, any such liability for any of the PRIME Parties.

For purposes hereof, "Liquidity Event" means (a) a stock tender or a merger, consolidation or similar event pursuant to a transaction or series of related transactions in which a third party acquires more than fifty percent (50%) of the voting equity securities of Company outstanding immediately prior to such Liquidity Event and the pre-existing shareholders of Company do not retain a majority of the voting power in the surviving corporation (other than the mere reincorporation of Company), (b) a sale, assignment or other disposition by the Company of all or substantially all of its assets, other than any transfer to a wholly-owned subsidiary of the Company for purposes of establishing the Company as a holding company, (c) the closing of the first sale of shares of Company's capital stock to the public pursuant to an effective registration statement under the Securities Act of 1933, as amended or (d) the Company achieves gross annual revenue of \$15,000,000 or more in any fiscal year of the Company as indicated in the unaudited financial statements presented by Company management to the Company's board of directors after any fiscal year end.

PRIME acknowledges that its rights hereunder may constitute a security, and that to the extent that is the case this security has not been registered under the Securities Act of 1933, as amended, and

may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel satisfactory to the corporation to the effect that such registration is not required.

Section IV - Representations

(a) Corporate Organization and Authority. The Company is a corporation duly organized, validly existing, and in good standing in the State of Delaware; and has the corporate power and authority to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

(b) Corporate Power. The Company has all requisite legal and corporate power and authority to execute and deliver this Agreement, and to carry out and perform its obligations under the terms of the Agreement.

(c) Due Execution. The execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with their terms, except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application relating to or affecting enforcement of creditors' rights and laws concerning equitable remedies.

(d) Disclosure. The Company has made available to PRIME all the information reasonably available to the Company that PRIME has requested for deciding whether to make the Grant, including certain of the Company's projections describing its proposed business plan (the "Business Plan"). No representation or warranty of the Company contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. The Business Plan was prepared in good faith; however, the Company does not warrant that it will achieve any results projected in the Business Plan. It is understood that this representation is qualified by the fact that the Company has not delivered to PRIME, and has not been requested to deliver, a private placement or similar memorandum or any written disclosure of the types of information customarily furnished to purchasers of securities.

Section V -- Reporting; Confidentiality

For the sole purpose of monitoring expenditures of the Grant in accordance with the purposes set forth in this Agreement:

(a) Company agrees to provide annual narrative and financial reports on the use of Grant funds to PRIME for each year of this Grant and a final narrative and financial report upon repayment in full of the Grant. Each report should include an account of what was accomplished by the expenditure of funds (including a description of progress made toward achieving the goals of the

Grant). Annual reports should be provided to PRIME within 90 days of the end of Company's annual accounting period, beginning with a report from the annual accounting period within which the Grant is received and followed by reports for each subsequent annual accounting period. The final narrative and financial report should be submitted to PRIME within 90 days of the end of the year in which the Grant, including any interest accrued and payable thereon, is completely repaid by Company.

(b) Records of receipts and expenditures under the Grant, as well as copies of reports submitted to PRIME, should be kept for at least four years following such receipts and expenditures. Company's books and records are to be made available for PRIME's inspection at reasonable times; and

(c) On the same annual timeline as financial reporting, Company agrees to provide PRIME annual impact reports on impact metrics, including those relevant to climate change mitigation, advancement of science, economic development (job creation), poverty alleviation (energy access), environmental conservation and preservation, and lessening the burdens of government. Company will work with PRIME to determine the content of such reports and to develop an impact reporting template acceptable to PRIME.

Notwithstanding the reporting requirements described herein, Company shall not be obligated under this Agreement to provide information (i) that Company reasonably determines in good faith to be a trade secret or confidential information (unless subject to confidentiality requirements); or (ii) the disclosure of which would adversely affect the attorney-client privilege between Company and its counsel.

PRIME agrees that it will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its Grant to the Company) any proprietary information obtained from Company pursuant to the terms of this Agreement (including notice of Company's intention to file a registration statement), unless such information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section V by PRIME), (b) is or has been independently developed or conceived by PRIME without use of Company's confidential information, or (c) is or has been made known or disclosed to PRIME by a third party without a breach, to PRIME's knowledge, of any obligation of confidentiality such third party may have to Company; provided, however, that PRIME may disclose confidential information (i) to its attorneys, accountants, consultants, investment committee members and other professionals to the extent necessary to obtain their services in connection with monitoring its Grant to Company or PRIME's general operating activities; (ii) to any party providing funds to PRIME in connection with the Grant, if such funder agrees to be bound by reasonable confidentiality restrictions; or (iii) as may otherwise be required by law, provided that PRIME promptly notifies Company of such disclosure and takes reasonable steps, at Company's expense, to minimize the extent of any such required disclosure. Notwithstanding anything contained in this Section V to the contrary, PRIME may discuss and publicly disclose information about the motivation behind its grant to Company, including its structure, purpose, goals, and impacts.

Section VI - Miscellaneous

By countersigning the attached copy of this agreement as required below, Company agrees to indemnify and hold PRIME, its directors, officers, employees, consultants, and agents harmless from and against all third party claims, liabilities, suits, demands, damages, losses, judgments, fines, penalties, interest, expenses and costs (including reasonable attorneys' fees and disbursements) which result from any breach of any representation or warranty made by Company in relation to this Grant or from any and all acts or omissions of Company, its directors, officers, employees, consultants, and agents relating to activities conducted pursuant to this Grant. By countersigning this agreement, you certify that Company does not and will not promote or engage in violence or terrorism, nor will Company make subgrants or other payments to any entity that engages in such activities.

Each of the parties hereby agrees that it shall execute such further instruments, and take such further actions, as may be reasonably required to carry out the provisions hereof and the transactions contemplated hereby. Neither this Agreement nor the rights or obligations hereunder may be assigned by either PRIME or Company without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, that PRIME shall have the right to assign this Agreement together with its rights and obligations hereunder to Edwards Mother Earth Foundation without the consent of the Company.

This Agreement constitutes the full and entire understanding and agreement among 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 is expressly canceled.

If this agreement correctly sets forth your understanding of the terms and conditions of this Grant, please countersign and return the attached copy of this agreement to

Sarah Kearney
PRIME Coalition, Inc.
104 Mt Auburn St – 5th Floor
Cambridge, MA 02459

In addition, please confirm in the space provided below the month in which Company's annual accounting period ends.

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

AGREED AND ACCEPTED
This [date] Day of [month], 2017:

PRIME Coalition, Inc.

By: _____
Name: Sarah Kearney
Title: Executive Director

AGREED AND ACCEPTED
This [date] Day of [month], 2017:

[Company Name]

By: _____
Name: [CEO Name]
Title: [Chief Executive Officer]