

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into as of this ____ day of June, 2014, by and between the City of Adams, Wisconsin (the "City") and GEITS Corp. ("GEITS"). The City and GEITS are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, the City and GEITS have entered into several agreements and contracts, including: a Master Contract dated May 14, 2013; a Warranty Deed dated June 18, 2013; a Transfer Agreement dated September 25, 2013; a Solar Power Purchase Agreement dated December 16, 2013; a Feedstock Agreement dated December 27, 2013; a Stand Still Agreement dated December 31, 2013; a Collateral Assignment of Tax Increment Funding dated December 31, 2013; and a Feedstock Agreement dated January 6, 2014 (such agreements and contracts hereinafter being collectively referred to as the "Contracts"); and

B. WHEREAS, disputes have arisen between the Parties regarding the Contracts (collectively, the "Potential Claims"); and

C. WHEREAS, no Party has filed a lawsuit or initiated any litigation; and

D. WHEREAS, the Parties believe it is in their best interests to settle the Potential Claims, and therefore it is their intent to buy their peace, to avoid the risk and expense of litigation, and to settle all matters, claims, issues, assertions and causes among them that have been alleged or asserted, or which could have been alleged or asserted, by and between the Parties (matters, claims, issues, assertions and causes which have been alleged or asserted, or which could have been alleged or asserted, are referred to collectively as the "Matters"), without any admission of fault, liability or wrongdoing on the part of the City or GEITS, or any admission on the part of the City or GEITS of any lack of merit in their respective claims and defenses; and

E. WHEREAS, each Party has expended significant funds in an effort to fulfill the terms of the Contracts designed to construct buildings and improvements ("Projects") in City Tax Increment Districts to further economic development and to provide jobs for area residents; and

F. WHEREAS, despite sincere efforts on behalf of the Parties, due to circumstances beyond the Parties' control, the various Projects outlined in the Contracts cannot proceed; and

G. WHEREAS, GEITS has expended significant funds in reliance and in anticipation of proceeding with the Projects that were to be financed exclusively with tax increment funds in accord with §66.1105 Wis. Stats.

AGREEMENT

IN CONSIDERATION OF the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties stipulate and agree as follows:

1. **Whereas Clauses Incorporated.** The foregoing “WHEREAS” clauses are incorporated herein by reference as terms and conditions of this Agreement.

2. **No Admission of Fault, Liability or Wrongdoing.** This Agreement shall not in any way be construed as an admission by any Party or any other person or entity that any Party has acted wrongfully or is at fault with respect to the other Parties or any other person or entity, or that the City has any rights whatsoever against GEITS. GEITS specifically disclaims, on the part of itself, and its present and former officer, employees and agents, any fault, liability to or wrongful acts against the City or any other person or entity.

3. **Real Property.** By no later than 5:00 p.m. Central Standard Time on June 20, 2014, GEITS shall deliver to the City a duly executed and notarized quit claim deed in the form of **Exhibit E**, conveying to the City all right, title and interest of GEITS in and to the real property in the City of Adams, Adams County, Wisconsin, as described in **Exhibit B** (the “Real Property”). The City agrees to assume any and all responsibility for any and all liabilities related to the Real Property, including without limitation (a) any taxes on the Real Property, whether arising prior to or after June 20, 2014, and (b) any and all applicable real estate transfer taxes due in connection with the conveyance of the Real Property hereunder. In the event that the filing of a Wisconsin real estate transfer tax return is necessary in connection with the conveyance of the Real Property hereunder, the City agrees to assume responsibility for filing such return, and GEITS and the City each agree to provide such information as may be reasonably necessary to complete such return.

4. **Payment.** Upon conveyance of the Real Property, by no later than 5:00 p.m. Central Standard Time on June 20, 2014, the City shall pay to GEITS the aggregate amount of \$301,050 by wiring that amount to the following account:

Receiving bank:	BMO Harris Bank N.A.
Bank routing/ABA No.:	071025661
Account name:	Godfrey & Kahn Trust Account
Account No.:	0023395086
SWIFT Code:	HATRUS44
Wire Request Telephone Number:	(866) 278-2444
	7:30 a.m. – 4:30 p.m. Central Standard Time

5. **Personal Property.** The City agrees to return to GEITS any and all personal property, equipment and materials relating to the Contracts, including without limitation all turbines, associated kits, embedment rings, and anchor bolts/nuts for the

turbines, as further described in **Exhibit A** (collectively, the “Personal Property”). GEITS shall assume the expense for delivery of the Personal Property to GEITS.

6. **Bank Note.** On or before 5:00 p.m. Central Standard Time on June 20, 2014, (a) the City will assume any and all responsibility for the bank note between GEITS and Mid America Bank dated December 31, 2013 (the “Bank Note”), and (b) the City will execute and deliver to Mid America Bank a new bank note, whereby (i) the City shall become the debtor with regard to all obligations under the Bank Note, and (ii) the City shall fund the payment obligation under Paragraph 4 of this Agreement. In so doing, the City agrees that GEITS shall be fully and finally released from any and all assignments or references to any construction agreement and any and all other documents executed in connection with the Bank Note. The City warrants and represents to GEITS that Mid America Bank has agreed to (a) satisfy and terminate the Bank Note, (b) fully release GEITS from all current and future obligations under the Bank Note, and (c) release the referenced construction agreement assignments and the other documents referenced above. The closing shall be conducted following conveyance of the Real Property, by no later than 5:00 p.m. Central Standard Time on June 20, 2014.

7. **Complete Release By and Among the Parties.** As material inducement for, and in consideration of, the promises identified herein, and to the fullest extent permitted by law, each Party (for itself and for its owners, shareholders, partners, members, directors, officers, employees, agents, subsidiaries, parent companies, affiliates, attorneys and insurers) releases each and every other Party (and its owners, shareholders, partners, members, directors, officers, employees, agents, subsidiaries, parent companies, affiliates, attorneys and insurers) from any and all past, present, or future claims, actions, rights, judgments, orders, demands, suits, causes of action, losses, obligations, promises, liabilities, costs or damages of any kind, nature or description whatsoever, including but not limited to tort claims, contract claims, warranty claims, statutory claims, declaratory judgment actions, counterclaims, cross-claims, or third party claims, that each Party ever had, may have had, now has, or hereafter may have, against each and every other Party, whether known or unknown, whether patent or latent, suspected or claimed, arising out of, relating to, or based in any way on the Contracts, any amounts paid by either Party pursuant to the Contracts, the Potential Claims, and/or the Matters (collectively, the “Released Claims”).

8. **Unknown Facts.** Each Party acknowledges that it may hereafter discover facts different from, or in addition to, those that it now knows to be or believes to be true with respect to the Released Claims, and agrees that this Agreement and the releases contained herein shall be and remain effective in all respects, notwithstanding such different or additional facts and subsequent discovery thereof.

9. **Covenant Not To Sue.** As a material inducement for, and in consideration of, the promises identified herein, each Party agrees to and hereby does covenant and agree that no suit in equity, civil action, action at law or other process, proceeding or litigation, of any kind or nature, shall be instituted, served, perfected, prosecuted or attempted by that Party on or against the other Party for any damages, judgments, or orders of any kind, including, without limitation, general, special, punitive

or exemplary damages, which they have at the time this Agreement was executed or may ever have, resulting directly or indirectly, or in any way arising out of or relating to, any of the Released Claims.

10. **Warranty.** Each Party warrants, covenants and represents that it has not assigned, transferred or conveyed or purported to have assigned, transferred or conveyed, to any person or entity, any of the Released Claims.

11. **Indemnification/Hold Harmless.** Each Party agrees that in the event of the breach of the Covenant Not to Sue given by it in Paragraph 9 above, or in the event of a breach of the Warranty given by it in Paragraph 10 above, the breaching Party will defend, indemnify and hold harmless the other Party from any cost, loss, damage, expense or liability, including, without limitation, reasonable attorneys' fees, arising out of or resulting from the breach.

12. **No Collateral Representations.** The consideration provided herein contains the entire consideration to which the Parties will be entitled in exchange for the releases set forth herein. Each Party acknowledges that the other Parties, their agents or attorneys, or any other person or entity has not made any promise, representation or warranty, expressed or implied, not expressly contained in this Agreement, which has induced it to sign this Agreement.

13. **Fees and Costs Previously Incurred.** Each Party shall be responsible for its own attorneys' fees and costs incurred in connection with the Released Claims and the negotiations and preparation of this Agreement.

14. **Confidentiality.** Each Party agrees that this Agreement is a public record subject to inspection and copying by the public. Notwithstanding the foregoing, in order to prevent dissemination of false or misleading information, each Party hereby covenants and agrees that each Party and its respective attorneys, partners, officers, directors, officials and employees are precluded from initiating statements about the Agreement, the Contracts, the Matters, the Potential Claims, the Released Claims and/or the other Party. Each party further agrees to refrain from publishing, disclosing or seeking publicity as to any discussions and negotiations in connection with this Agreement, the Contracts, the Matters, the Potential Claims, the Released Claims and/or the other Party.

The Parties agree that each Party and its respective attorneys, partners, officers, directors, officials and employees may respond to questions regarding the Agreement, the Contracts, the Matters, the Potential Claims, the Released Claims and/or the other Party, but only by stating:

Geits Corp. and the City of Adams have decided not to continue the projects they had contemplated in the City of Adams. Geits Corp. and the City of Adams wish each other the best as they each continue to pursue sustainable solutions for renewable energy and waste management.

Simultaneous with the execution of this Agreement, the Parties agree to execute separate letters on their own respective letterhead reflecting this agreed language, in the form

provided in **Exhibit C** and **Exhibit D**. The Parties shall make no other comment about the Agreement, the Contracts, the Matters, the Potential Claims, the Released Claims and/or the other Party except as required by law, or as mutually agreed to in writing by each Party. The City represents that its counsel has notified the City's Common Council, elected officials, and officers regarding the terms and conditions of this Confidentiality provision.

15. **Non-Disparagement.** Each Party agrees not to make any public statements, written or verbal, or cause or encourage others to make any public statements, written or verbal, that criticize, defame or disparage the personal or business reputation, practices, or conduct of any other Party, their present or former employees, directors, officers, trustees or agents, in connection with or relating to or referring to this Agreement, or any of the Released Claims. The Parties acknowledge and agree that this prohibition extends to any public statements, written or verbal, made to anyone, including but not limited to the news media, other municipalities, or any existing or potential business partner of any Party.

16. **Liquidated Damages.** The parties agree that any breach by the City or GEITS of the Confidentiality provision in Paragraph 14 above or the Non-Disparagement provision in Paragraph 15 above is material and would cause substantial damage to the other Party, but that proof of the precise amount would be difficult to ascertain. Each Party agrees to pay as liquidated damages to the other a one-time payment in the sum of \$50,000 in the event the Party breaches the Confidentiality provision in Paragraph 14 above or the Non-Disparagement provision in Paragraph 15 above. The Parties agree that this amount of liquidated damages is a reasonable estimate of the substantial damage to the other. In the event that any such breach occurs, then the offended Party may publicly issue a written response to the other's statements without being in violation of this Agreement. In the event that there are any proceedings between the City and GEITS relating to the enforcement or interpretation of this Liquidated Damages provision, GEITS and the City agree that reasonable attorneys' fees and other expenses incurred therein shall be awarded to the prevailing party.

17. **Breach of Agreement Not Released.** Released Claims shall not be construed as releasing any obligation under this Agreement or any claim for, or arising from, a breach of the Agreement.

18. **Amounts Paid Not a Penalty.** It is understood that no consideration or amount or sum paid, credited, offered, or expended by any Party in their performance of this Agreement constitutes a penalty, fine, punitive damages, or other form of assessment for any alleged claim or offense.

19. **Enforcement of Agreement.** Any dispute arising out of or relating to this Agreement, including and not limited to the making of the Agreement or the alleged breach of it, including claims of fraud in the inducement, and any alleged violation of any right created by statute, shall be discussed between the disputing Parties in a good faith effort to arrive at a mutual settlement of any such controversy. If, notwithstanding, such dispute cannot be resolved, the City and GEITS agree that such dispute shall be

settled by confidential, binding arbitration. A Party desiring to settle a dispute pursuant to arbitration shall provide notice to the other Party pursuant to the terms of paragraph 29. Upon receiving such notice, the Parties shall attempt in good faith to agree on an arbitrator. If the parties cannot agree on an arbitrator within 20 days, each Party shall designate an arbitrator and such selected persons shall choose a third arbitrator who shall arbitrate the dispute. Arbitration will be conducted pursuant to the provisions of this Agreement, and the commercial arbitration rules of the American Arbitration Association, unless such rules are inconsistent with the provisions of this Agreement. If either Party is a resident of a foreign jurisdiction, the Parties may mutually agree in writing prior to arbitration commencement to have such arbitration conducted pursuant to the provisions of this Agreement and the commercial arbitration rules of the International Chamber of Commerce. Unresolved discovery disputes may be brought to the attention of the arbitrator who may dispose of such dispute. The arbitrator shall have the authority to award any remedy or relief that a court of the State of Wisconsin could order or grant. In addition to any other remedy or relief that the arbitrator may award, the arbitrator shall award to the prevailing Party, if any, as determined by the arbitrator, all of its costs and fees, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses and reasonable attorneys' fees. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Unless otherwise agreed by the Parties, the place of any arbitration proceeding shall be Madison, Wisconsin.

20. **Inadmissibility of Agreement.** This Agreement is a settlement document and shall not be admissible in evidence in any action or proceeding, except by court order, or in an action or proceeding to interpret, for breach of or to enforce the terms of this Agreement.

21. **Acknowledgments and Authority to Execute.** Each Party acknowledges that it has carefully read and fully understands all of the provisions of this Agreement; that it agrees to all of the provisions of this Agreement; that it is voluntarily entering into this Agreement; and that it has the capacity to enter into this Agreement. Each Party acknowledges that it has discussed all aspects of this Agreement with its counsel to the full extent desired. Each Party, and the person signing on behalf of each Party, represents that the persons signing this Agreement have the authority to execute this document and thereby bind the Party hereto on whose behalf the persons are signing.

22. **Invalidity or Unenforceability of any Provision of the Agreement.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

23. **Taxes.** Each Party shall separately and independently bear responsibility to report any payment or receipt of settlement funds from the Agreement to the proper federal, state and/or local agencies or authorities, as necessary. The Parties acknowledge and agree that each of the Parties is relying upon its own counsel and/or tax advisors for such matters.

24. **Binding on Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective assigns, legal representatives, and successors in interest.

25. **Governing Law.** This Agreement shall be governed by and shall be construed and interpreted in accordance with the law of the State of Wisconsin, without regard to Wisconsin choice of law principles.

26. **Counterparts.** This Agreement may be executed in counterparts and all counterparts so executed shall constitute one Agreement, binding upon the Parties hereto, notwithstanding that the Parties are not signatories to the original of the same counterpart. The counterparts may be executed and served by sending a PDF copy via electronic mail to the email addresses listed in paragraph 29, which counterparts shall be deemed originals.

27. **Amendment or Modification of Agreement.** This agreement may not be altered, amended, modified, or otherwise changed, except by a written agreement executed by a duly authorized representative of each Party.

28. **Headings.** Section headings contained in this Agreement are for purposes of organization only and shall not constitute parts of this Agreement.

29. **Notice.** Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via email transmission, provided a "hard" copy is also sent as detailed above; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify hereafter in writing:

- If to the City:

City of Adams
Attn: City Clerk
P.O. Box 1009
101 N. Main Street
Adams, WI 53910
(608) 339-6516
adamsct@maqs.net

With a copy to:

H. Stanley Riffle
Arenz, Molter, Macy, Riffle & Larson S.C.
720 N. East Avenue
Waukesha, WI 53186-4800
(262) 548-1340
sriffle1@aol.com

- If to GEITS:

GEITS LLP
Attn: Felicia Whiting
504A S. Rosa Road, Suite 201
Madison, WI 53719
felicia.whiting@geitsglobal.com

With a copy to:

Eric J. Wilson
Godfrey & Kahn, S.C.
One East Main Street
Madison, WI 53703
(608) 284-2603
ewilson@gklaw.com

30. **Further Assurances.** On and after the date of this Agreement, each of the Parties shall take all actions and execute other documents or instruments as may be reasonably requested to effectuate, facilitate or confirm the terms and conditions of this Agreement and to accomplish the intention of this Agreement.

31. **Jointly Prepared.** This Agreement was jointly negotiated, prepared and drafted by the respective Parties and their counsel. Accordingly, if a court deems any language in the Agreement to be vague or ambiguous, such language shall not be presumptively construed against any Party based on the identity of the drafter.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement and Mutual Release to be executed as of the date indicated above:

CITY OF ADAMS, WISCONSIN

By: _____ Date: _____
JanAlyn Baumgartner
Mayor, City of Adams

By: _____ Date: _____
Roger Marti
Common Council President, City of Adams

I hereby certify that the foregoing Agreement was approved by a majority of the Common Council of the City of Adams pursuant to Wis. Stat. §§ 62.09(7)(a), 62.11(5), and 62.12(6), and that all necessary funds have been provided to pay any liability incurred by the City by reason of the Agreement, pursuant to Wis. Stat. §§ 62.09(10)(f) and City of Adams Ord. 2-3-2(d)(12).

By: _____ Date: _____
Janet Winters
Clerk and Treasurer, City of Adams

GEITS CORP.

By: _____ Date: _____
Dr. Rajesh Nellore
President and Chief Executive Officer

By: _____ Date: _____
Felicia Whiting
Executive Vice President

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement and Mutual Release to be executed as of the date indicated above:

CITY OF ADAMS, WISCONSIN

By: Jan Alyn Baumgartner Date: June 13, 2014
Jan Alyn Baumgartner
Mayor, City of Adams

By: Roger Marti Date: 6-13-14
Roger Marti
Common Council President, City of Adams

I hereby certify that the foregoing Agreement was approved by a majority of the Common Council of the City of Adams pursuant to Wis. Stat. §§ 62.09(7)(a), 62.11(5), and 62.12(6), and that all necessary funds have been provided to pay any liability incurred by the City by reason of the Agreement, pursuant to Wis. Stat. §§ 62.09(10)(f) and City of Adams Ord. 2-3-2(d)(12).

By: Janet Winters Date: 6/13/14
Janet Winters
Clerk and Treasurer, City of Adams

GEITS CORP.

By: _____ Date: _____
Dr. Rajesh Nellore
President and Chief Executive Officer

By: _____ Date: _____
Felicia Whiting
Executive Vice President

EXHIBIT A

Personal Property to be Returned to GEITS

3 Kwp generator
1 Kwp generator
Blades for the 3 Kwp generator
Blades for the 1 Kwp generator
Embedment ring
Anchor bolts for both the 1KVA and 3KVA system

EXHIBIT B
Legal Description of Real Property

Parcel 1: Lot One (1) of Certified Survey Map No. 3267 recorded in the Adams County Register of Deeds Office in Volume 13 of Certified Survey Maps, page 218-219, as Document No. 355706; LESS AND EXCEPT Lot 1 of Certified Survey Map No. 5387; FURTHER LESS AND EXCEPT Certified Survey Map No. 5466, in the City of Adams, Adams County, Wisconsin.

TAX ROLL PARCEL NUMBER: 201-98-502

Parcel 2: Lot One (1) of Certified Survey Map No. 1904 recorded in the Adams County Register of Deeds Office in Volume 7 of Certified Survey Maps, page 226-227, as Document No. 301033, in the City of Adams, Adams County, Wisconsin.

TAX ROLL PARCEL NUMBER: 201-98-10

Parcel 3: The Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section Seventeen (17), Township Seventeen (17) North, Range Six (6) East lying South of the Railroad Right-of-Way, EXCEPT the North 100 feet thereof, in the City of Adams, Adams County, Wisconsin.

TAX ROLL PARCEL NUMBER: 201-97

Parcel 4: A part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section Seven (7), Township Seventeen (17) North, Range Six (6) East, described as: Commencing at the Northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 0°27'18" East along the East line thereof a distance of 685.57 feet, thence North 89°24'58" West a distance of 33.01 feet to the point of beginning; thence South 0°27'18" East along the West line of Juneau Street a distance of 522.97 feet to the North line of Commerce Street, thence North 75°42'48" West along the North line of Commerce a distance of 117.70 feet; thence 319.62 feet along said North line and the arc of a curve to the left, with a radius of 396.28 feet and a chord of South 81°10'50" West, 311.03 feet; thence South 58°04'27" West along said North line a distance of 90.31 feet; thence North 00°27'18 East a distance of 512.03 feet to the South line of Center Street; thence 63.06 feet along said South line and the arc of a curve to the right with a radius of 118.29 feet and a chord of North 75°18'35" West, 62.32 feet; thence South 89°24'58" East along said South line a distance of 438.23 feet to the point of beginning, in the City of Adams, Adams County, Wisconsin.

TAX ROLL PARCEL NUMBER: pt 201-10

2014 TAX ROLL PARCEL NUMBER : 201-10-55

Parcel 5: A part of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Seven (7), Township Seventeen (17) North, Range Six (6) East, described as: Beginning at the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 1°21'11" East along the East line thereof a distance of 107.80 feet to the Northeast corner of Lot One (1) of Adams County Certified Survey Map No. 3866; thence North 74°55'23" West along the North line of said Lot One a distance of 557.04 feet to the Northwest corner thereof and the South line of Commerce Street; thence North 58°04'27" East along said South line a distance of 134.74 feet; thence 266.39 feet along said South line and the arc of a curve to the right, with a radius of 330.28 feet and a chord of North 81°10'50" East, 259.23 feet; thence South 75°42'48" East along said South line a distance of 135.13 feet; thence South 0°27'18" East a distance of 33.89 feet; thence South 89°19'33" East a distance of 33 feet to the East line of said Northeast Quarter of the Southwest Quarter; thence South 0°27'18" East along the East line thereof a distance of 80.50 feet to the point of beginning, in the City of Adams, Adams County, Wisconsin.

TAX ROLL PARCEL NUMBER: pt 201-10

2014 TAX ROLL PARCEL NUMBER: 201-10-60

EXHIBIT C

[THE CITY OF ADAMS LETTERHEAD]

[DATED SAME AS EFFECTIVE DATE OF AGREEMENT]

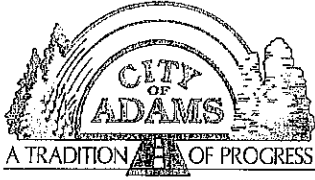
To Whom It May Concern:

GEITS Corp. and the City of Adams have decided not to continue the projects they had contemplated in the City of Adams. GEITS Corp. and the City of Adams wish each other the best as they each continue to pursue sustainable solutions for renewable energy and waste management.

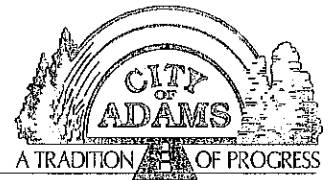
Sincerely,

JanAlyn Baumgartner
Mayor, City of Adams

Roger Marti
Common Council President, City of Adams



Office of the City Clerk/Treasurer
Janet L. Winters, CMC, WCMC, CMTW-Clerk/Treasurer
Jeanne G. Gostomski, Deputy Clerk/Treasurer
Michelle L. Klein C/T Confidential Assist.




June 16, 2014

To Whom It May Concern:

GEITS Corp. and the City of Adams have decided not to continue the projects they had contemplated in the City of Adams. GEITS Corp. and the City of Adams wish each other the best as they each continue to pursue sustainable solutions for renewable energy and waste management.

Sincerely,


Jan Alyn Baumgartner
Mayor, City of Adams

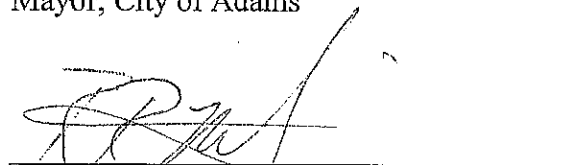

Roger Marti
Common Council President, City of Adams

EXHIBIT D

[GEITS LETTERHEAD]

[DATED SAME AS EFFECTIVE DATE OF AGREEMENT]

To Whom It May Concern:

GEITS Corp. and the City of Adams have decided not to continue the projects they had contemplated in the City of Adams. GEITS Corp. and the City of Adams wish each other the best as they each continue to pursue sustainable solutions for renewable energy and waste management.

Sincerely,

Dr. Rajesh Nellore
President and Chief Executive Officer

EXHIBIT E

Form of Quit Claim Deed