

Memo of Understanding and Intent

This is a memo of understanding and intent between Low Power Company, Inc., a Delaware Corporation, herein after referred to as 'Lopoco', and the person of James Witham, herein after referred to as 'Jim'. It outlines the agreement under which Jim will work with Lopoco, primarily to assist in the tasks of Sales and Fundraising, but not limited to those activities. This document is the sole agreement between these two parties and intends to document the understanding between these two parties as they work together. It will remain in effect forever, unless a new agreement is negotiated and documented, or until the last day of the year 2014, whichever comes first.

Compensation

Jim understands that Lopoco cannot and will not pay him a salary or other monetary compensation, and will not pay any expense reimbursements. Lopoco does not currently pay any salaries to anyone. While Lopoco occasionally reimburses expenses or forwards consulting fees to individuals associated with the company, such is done on a case by case basis decided at the sole discretion of the CEO of Lopoco. When Lopoco has the means to begin paying salaries, it intends to pay Jim and others as employees. The amount and nature of such salaries and other possible benefit compensations will be negotiated at such time.

Lopoco understands that Jim will be paid some commission on successful sales of servers or other Lopoco designed products; the commission amount will be a flat percentage negotiated on a case by case basis, but not to exceed 6%. A successful sale is defined by the following attributes: the customer pays for the product(s) and the payment is legitimate and in the possession and control of Lopoco; the customer has received the product(s), and does not return said product(s) within 3 months after delivery. Commission will be paid 4 weeks after receipt of funds from customer, or delivery of product(s) to customer, whichever comes last.

Lopoco understands that Jim will be assisting with fund raising activities, including arranging meetings with potential investors and creating fund raising presentations and making fund raising presentations. Further, Lopoco agrees to compensate Jim for successful fund raising efforts that he participated in. Such compensation will be in the form of a flat percentage commission to be paid from the investment funds raised. Depending on the level of participation, a commission of as much as 3% of funds raised may be divided up amongst people associated with Lopoco who assisted in the fund raising activities. The amount or amounts paid to each person will be based on the level of participation of each person, and will be decided at the sole discretion of the CEO of Lopoco. As an example, if the CEO of Lopoco, Andrew Sharp, and Jim work roughly equally on fund raising activities that result in an investment round of \$1mm, each would receive a fee of \$15,000.00.

Equity

The two parties understand that Jim is not entitled to any equity in Lopoco at this time. However, it is the intention of Lopoco to issue a stock option grant to Jim should he commit full time to working for Lopoco. The details of said hypothetical grant will be negotiated at that time, and therefore are not fully defined at this time, including the amount of shares, the option price per share, or the vesting period. However some loose parameters can be mentioned at this time. The amount of shares will not exceed 25% of

the outstanding shares in the company at the date and time of the grant. The grant will include some sort of graduated vesting period, with some initial amount of time before any share options can be exercised in order for Lopoco to be able to count on a realistic commitment to the company. The vesting period may or may not be truncated if a significant investment event occurs. The grant, and all details of the grant, will be a decision of the Board of Directors of Lopoco.

Signatures

James Witham

Date _____

Sign _____

Andrew Sharp, as CEO of Lopoco

Date _____

Sign _____