

SUMMARY OF TERMS
ONEIDA HOLDINGS LLC

May [●], 2017

1. Name:	Oneida Holdings LLC
2. Jurisdiction of Organization:	Delaware
3. Members / Units / Ownership:	<p>The Company shall be authorized to issue 1,000 membership units (the “<i>Units</i>”), which shall be issued to the members of the Company (the “<i>Members</i>”) as follows:</p> <ul style="list-style-type: none"> (a) Jim Biden (“<i>J. Biden</i>”): 200 Units (20%) (b) Hunter Biden (“<i>H. Biden</i>”): 200 Units (20%) (c) Rob Walker (“<i>Walker</i>”): 200 Units (20%) (d) James Gilliar (“<i>Gilliar</i>”): 200 Units (20%) (e) Global Investment Ventures LLC (“<i>GIV</i>”), which is an entity wholly-owned by Anthony Bobulinski (“<i>Bobulinski</i>”): 200 Units (20%)
4. Joint Venture; Purpose:	<p>The Company shall invest and hold an ownership interest in SinoHawk Holdings LLC (the “<i>JV</i>”). The JV shall be owned (i) 50% by the Company and (ii) 50% by [●], LLC, a Delaware limited liability company (the “<i>CEFC JV Partner</i>”), which is a subsidiary of CEFC China Energy.</p> <p>The Operating Agreement shall broadly authorize the Company to engage in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act.</p>
5. Initial Capital Contributions:	Each of the Members will make an initial capital contribution of \$100.
6. Additional Capital Contributions:	No Member shall be required to make any additional capital contributions to the Company or to participate in any guarantee or similar undertaking of the Company. However, a Member may make additional capital contributions at any time with the approval of the Board of Managers of the Company (the “ <i>Board</i> ”).

7. Management	
(a) Appointment of Officers:	<p>The officers of the Company shall be appointed as follows:</p> <ul style="list-style-type: none"> (i) <u>Chief Executive Officer</u>: The Chief Executive Officer (“CEO”) shall be Bobulinski, or his designee, for so long as Bobulinski is a Member; <u>provided</u> that the Board shall be entitled to remove Bobulinski, or his designee, as CEO for Cause (as defined below). In the event of such a removal, a replacement CEO shall be appointed by the Board. (ii) <u>Executive Management</u>. The Board shall appoint such other officers from time to time as it deems appropriate. <p>“Cause” means (i) the willful misappropriation of the funds or property of the Company, (ii) the indictment, arrest or conviction in a court of law for, or the entering of a plea of guilty to, no contest to or <i>nolo contendere</i> to, a felony or any crime involving moral turpitude, fraud, dishonesty, embezzlement or theft and (iii) the commission in bad faith of any act which materially injures the reputation, business or business relationships of the Company.</p>
8. Board of Managers:	
(a) Board Composition:	<p>The Board shall consist of five (5) people, designated as follows:</p> <ul style="list-style-type: none"> (i) GIV shall be entitled to designate one (1) member of the Board (the “GIV Manager”). GIV shall have sole authority to remove the GIV Manager and appoint replacements. (ii) J. Biden shall be entitled to designate one (1) member of the Board (the “J. Biden Manager”). J. Biden shall have sole authority to remove the J. Biden Manager and appoint replacements. (iii) H. Biden shall be entitled to designate one (1) member of the Board (the “H. Biden Manager”). H. Biden shall have sole authority to remove the H. Biden Manager and appoint replacements. (iv) Walker shall be entitled to designate one (1) member of the Board (the “Walker Manager”). Walker shall have sole authority to remove the Walker Manager and appoint replacements.

	(v) Gilliar shall be entitled to designate one (1) member of the Board (the “ <i>Gilliar Manager</i> ”). Gilliar shall have sole authority to remove the Gilliar Manager and appoint replacements.
(b) Quorum:	At all meetings of the Board, the presence of a majority of the members of the Board shall constitute a quorum; <u>provided</u> that the GIV Manager is present.
(c) Voting:	The GIV Manager shall be entitled to three (3) votes. Each of the J. Biden Manager, the H. Biden Manager, the Walker Manager and the Gilliar Manager shall be entitled to one (1) vote. Subject to <u>Sections 8(f)</u> and <u>(g)</u> below, the act of a majority of the votes to which the Managers present at a meeting at which a quorum is present are entitled shall be the act of the Board.
(d) Written Consent	The Board may act by written consent if a majority of the votes of the Managers consent thereto in writing (or such higher percentage as may be required by law); <u>provided</u> that such written consent shall include the consent of the GIV Manager. In the event the Board elects to act by written consent, the nonconsenting member or members of the Board shall be given at least three (3) business days’ notice of the matters set forth in such consent before such consent may become effective.
(e) Actions Requiring Board Consent:	The following actions shall require the consent of the Board: <ul style="list-style-type: none"> (i) any sale of equity of the Company; (ii) a sale of all or substantially all of the assets of the Company; (iii) the merger or consolidation of the Company; (iv) approval of the annual operating budget and business plan; (v) the creation or issuance of any class or type of Units or other membership interests different from those authorized by the Company as of the Operating Agreement or changing the rights, preferences and privileges of any issued Units or other membership interests of the Company; (vi) the institution of bankruptcy, insolvency, receivership, or similar proceedings; and (vii) any action that requires the consent of the Company in its

	capacity as a member of the JV.
(f) Actions Requiring the Consent of the GIV Manager:	<p>The following actions shall require the consent of the GIV Manager:</p> <ul style="list-style-type: none"> (i) Any exercise of the drag-along right described in <u>Section 11(c)</u> below; (ii) a sale of all or substantially all of the assets of the Company; (iii) the merger or consolidation of the Company; (iv) the appointment by the Company of any person other than Bobulinski or H. Biden as a manager of the JV; (v) the removal by the Company of any manager of the JV; and (vi) any election to renew or to fail to renew the Exclusivity Period (as defined in the operating agreement of the JV).
(g) Actions Requiring Unanimous Board Consent:	Any transaction between the Company and any of the Members shall require unanimous approval of the Board.
(h) SinoHawk Board:	For so long as it is a Member, GIV shall have the right to designate, on behalf of the Company, any and all managers to the board of managers of the JV that the Company has the right to designate.
9. Distributions:	
(a) Tax Distributions:	The Company shall distribute funds of the Company in respect of the Members' applicable federal, state, local and foreign taxes on a quarterly basis.
(b) Distributions:	The Board may, but shall not be obligated to, cause the Company to make distributions to the Members at such times and in such amounts as determined by the Board in its sole discretion provided that such distributions, if any, shall be made to the Members on a <i>pro rata basis</i> .
10. Additional Agreements:	
(a) Fees to JV Managers:	Each of the Members serving as a manager of the JV shall be entitled to an annual fee equal to \$[250,000] (the " <i>JV Manager Fees</i> "), which fee shall be paid (i) only to the extent the Company receives

	distributions from the JV and (ii) prior to any distributions to the Members described in <u>Section 9(b)</u> above. If, in any given year, the Company does not receive sufficient distributions from the JV to pay the JV Manager Fees, any unpaid JV Manager Fees shall carryover to subsequent years until such JV Manager Fees are paid in full.
(b) Consulting Agreements:	The Members agree that the Company shall, from time to time and as approved by the Board, enter into consulting agreements with those Members that provide services for or on behalf of the Company to compensate such Members.
11. Transfer Restrictions:	
(a) General:	No Member will be permitted to transfer his or its Units to any person directly or indirectly without the prior consent of the other Members; <u>provided</u> that a Member will be permitted to transfer his or its Units to certain permitted transferees, including immediate family members and for estate planning purposes, or to another Member, as described below.
(b) Transfer to Other Members:	If a Member (the “ <i>Transferring Member</i> ”) desires to sell all or any portion of his or its Units (the “ <i>Offered Units</i> ”) to another Member, such Member shall first deliver notice to all of the other Members (the “ <i>Non-Transferring Member</i> ”) setting forth the proposed price and terms and conditions of the sale. If more than one Non-Transferring Member is interested in purchasing the Offered Units, then each such Non-Transferring Member will have the right to purchase his or its <i>pro rata</i> portion of the Offered Units (in accordance his or its relative ownership interest). If no Non-Transferring Member is interested in purchasing the Offered Units, the Transferring Member may not transfer his or its Units except as described in <u>Section 11(a)</u> above.
(c) Drag-Along Right	If the Board approves a sale of the Company, each Member will be required to transfer his or its <i>pro rata</i> percentage of the Units proposed to be transferred at the price per Unit, and on the terms and conditions, as approved by the Board.
Dissolution and Liquidation:	The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events: <ul style="list-style-type: none"> (i) the consent of the Members holding all of the Units; and (ii) the sale of all or substantially all of the assets of the Company.

Confidentiality:	The Operating Agreement shall contain standard confidentiality provisions.
Exclusivity	<p>Each Member agrees that he and it will not, and will cause his and its affiliates not to, propose the investment in any projects relating to global infrastructure, energy, financial services or technology (each, a “Potential JV Project”), or offer his/its or his/its affiliate’s services in connection with any Potential JV Projects, to any person or entity other than the CEFC JV Party and its affiliates; <u>provided, however</u>, that in the event that the Company or the JV has proposed any Potential JV Project to the CEFC JV Party or its affiliates (collectively, the “CEFC Group”) and the CEFC Group has either declined to participate in such Potential JV Project or has not responded to such proposal within [●] months, then such Member shall be permitted to propose investment in such Potential JV Project, or offer his/its services in connection with such Potential JV Project, to any person or entity other than a Chinese Entity (as defined below).</p> <p>For purposes hereof, a “Chinese Entity” shall mean (i) with respect to any natural person, a citizen of the People’s Republic of China, and (ii) with respect to any entity, (x) an entity that is organized, or conducts its primary business, in the People’s Republic of China or (y) an entity whose ultimate parent entity is organized, or conducts its primary business, in the People’s Republic of China.</p>
Amendment:	No provision of the Operating Agreement may be amended or modified except by an instrument in writing executed by all of the Members.

This Summary of Terms is intended to serve only as a basis on which good faith negotiations of definitive documentation containing the terms set forth herein would take place upon acceptance hereof. Under no circumstances will this Summary of Terms constitute or be deemed to constitute a legally binding commitment or agreement on the part of any person or entity referenced herein to consummate the transactions contemplated hereby absent such definitive documentation.