

EXHIBIT 5

WAIVER AND AMENDMENT AGREEMENT

This WAIVER AND AMENDMENT AGREEMENT (this "**Agreement**") is dated as of September 13, 2018 ("**Effective Date**"), by and between United Wind, Inc., a Delaware corporation ("**Company**"), Howard M. Stein and Cathy S. Stein, as Tenants by the Entirety (the "**Investor**") and Eocycle Technologies Inc. ("**Eocycle**"), and together with Company and the Investor, each a "**Party**" and collectively, the "**Parties**"). Capitalized terms used but not defined in this Agreement have the meanings set forth in the Subscription Agreement (as defined below) and the Note (as defined below).

A. WHEREAS, Company sold to the Investor a certain convertible promissory note (the "**Note**"), subject to the terms and conditions of certain subscription agreement, by and between Company and the Investor, dated April 20, 2017 (the "**Subscription Agreement**" and with the Note, annexed hereto as Exhibit A); and

B. WHEREAS, on or about September 11, 2018, Company executed a summary of terms and accompanying exhibits with Eocycle (collectively, the "**Term Sheet**" and annexed hereto as Exhibit B), that contemplates, among other things, a loan (the "**Eocycle Loan**") and an asset sale (collectively, the "**Transaction**"); and

C. WHEREAS, the Parties hereby desire to amend the Note as set forth herein, subject to the terms and conditions set forth herein; and

D. WHEREAS, Company requests that the Investor waive certain rights under the Subscription Agreement and Note, including waive the right to accrue interest on the Note, waive the right to receive any unpaid interest on the Note, and waive its rights as it relates to a Change of Control; and

E. WHEREAS, the Investor and Company expressly acknowledge and agree that obligations of the Note shall be subordinate and junior in right of payment to the Eocycle Loan; and

F. WHEREAS, Company agrees to have the Investor participate in a Distribution Schedule as defined in the Distribution Memorandum, together with the Distribution Schedule annexed hereto as Exhibit C and incorporated here by reference and such is appropriate consideration for the waiver and amendment of the Subscription Agreement and the Note; and

G. WHEREAS, the Investor acknowledges that Company sold certain convertible promissory notes in the aggregate principal amount of \$1,875,000 (the "**Broadscale Notes**") and the Parties agree that, with respect to the Broadscale Notes, the repayment of the principal amount of the Broadscale Notes shall, in accordance with the Distribution Schedule, happen prior to any distributions to other parties, including the Investor; and

H. WHEREAS, conditional upon the full repayment of the principal amount of Note held by Investors, the Note shall have no further legal force or effect; and

I. WHEREAS, notwithstanding the cancellation of the Note upon repayment, the Investor shall continue to participate in the Distribution Schedule pursuant to the terms and conditions as set forth in the Distribution Memorandum:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Amendment. The Investor and Company hereby agree, that simultaneous with, and conditional upon the closing of all elements of the Transaction, the Note shall be amended whereby the definition of "Maturity Date" in the Note shall be deleted in its entirety and replaced with "August 29, 2028."

Section 2. Waiver. The Investor hereby agrees, that simultaneous with, and conditional upon the closing of all elements of the Transaction, to waive its rights under the Note, with respect to the right to accrue interest on the principal amount of the Note and receive any interest that may have accrued on the principal amount. Further, the Investor agrees to waive the right, under the third paragraph of the preamble to the Subscription Agreement and Section 3 of the Note, to any payment of principal or other funds in the event of a Change of Control. Company's outstanding obligations under the Note shall only be the outstanding principal amount.

Section 3. Subordination. Anything in the Note to the contrary notwithstanding, the obligations of Company on or in respect to the Note shall be subordinate and junior in right of payment to the Eocycle Loan.

Section 4. Conditional Satisfaction. That upon such date that Company has paid in full the principal amount on the Note (the "**Repayment Date**"), the Note shall be cancelled and have no further force or effect.

Section 5. Consideration. In further consideration of the waiver and amendment of the Subscription Agreement and Note, the Investor and Company hereby acknowledge and agree that the Investor shall participate in a distribution of funds characterized in the Distribution Memorandum and subject to the Distribution Schedule, for which the Investor expressly acknowledges its review and agreement. For the avoidance of doubt, the Transaction shall be on terms substantially the same as those set forth in the Term Sheet in Exhibit B, and any material change to the terms, especially with regard to the obligations agreed to in Exhibit C, shall require the written consent of the Investor before the Transaction is executed by Company. The Investor expressly agrees to all terms, conditions, and rights as set forth in the Distribution Memorandum.

Section 6. Release. The Investor and Company acknowledge and agree that upon the Repayment Date, as it relates to the Note, the Investor and Company release, discharge and acquit each other from all Released Claims (as defined herein), except for the rights and obligations under this Agreement. "**Released Claims**" means all claims between Company, on the one hand, and the Investor, on the other hand, including but limited to claims, demands, obligations, liabilities, causes of action (whether at law or in equity), whensoever arising and occurring at any time up to and through the date hereof, whether known or unknown, suspected or

unsuspected, liquidated or unliquidated, matured or unmatured, fixed or contingent, that arise or relate to the Subscription Agreement and the Note.

Section 7. Additional Agreements. The Investor and Company agree that they shall not enter into agreements to alter any terms of this Agreement, the Note and the Subscription Agreement without the prior written consent of Eocycle.

Section 8. Consent to the Transaction. The Investor hereby consents and agrees to Company and Eocycle entering into and completing the Transaction so long as the Transaction is undertaken on terms substantially the same as those set forth in the Term Sheet in Exhibit B.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. All previous documents, undertakings and agreements, whether verbal, written or otherwise, among the Parties with respect to the subject matter hereof, are hereby cancelled and superseded and shall not affect or modify any of the terms or obligations set forth in this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties hereto.

Section 10. Automatic Termination of Agreement. In the event of any termination of the Transaction pursuant to the terms thereof without all elements of the Transaction being consummated, this Agreement shall automatically become null and void and of no further force or effect.

Section 11. Miscellaneous.

(a) Counterparts and Facsimile or Electronic Mail Execution. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the Parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or by electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(b) Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of any provision in any other jurisdiction.

(c) Headings. The headings of various sections of this Agreement are for convenience of reference only, do not constitute a part hereof and shall not affect the meaning or construction of any provision hereof.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any dispute arising under this Agreement shall be resolved in a state or federal court in the State of New York.

(e) Survival. All rights and obligations set forth in this Agreement, specifically Section 5 and Section 6, shall survive the termination of the Note and Subscription Agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date and year first above written.

UNITED WIND, INC.

By: _____
Name: Russell Tencer
Title: Chief Executive Officer

**HOWARD M. STEIN AND CATHY S.
STEIN**

By: _____
Name:

EOCYCLE TECHNOLOGIES INC.

By: _____
Name: Richard Legault
Title: President and CEO

WAIVER AND AMENDMENT AGREEMENT

This WAIVER AND AMENDMENT AGREEMENT (this "**Agreement**") is dated as of September 13, 2018 ("**Effective Date**"), by and between United Wind, Inc., a Delaware corporation ("**Company**"), Jeremy Tark (the "**Investor**") and Eocycle Technologies Inc. ("**Eocycle**"), and together with Company and the Investor, each a "**Party**" and collectively, the "**Parties**"). Capitalized terms used but not defined in this Agreement have the meanings set forth in the Subscription Agreement (as defined below) and the Note (as defined below).

A. WHEREAS, Company sold to the Investor a certain convertible promissory note (the "**Note**"), subject to the terms and conditions of certain subscription agreement, by and between Company and the Investor, dated April 18, 2017 (the "**Subscription Agreement**" and with the Note, annexed hereto as Exhibit A); and

B. WHEREAS, on or about September 11, 2018, Company executed a summary of terms and accompanying exhibits with Eocycle (collectively, the "**Term Sheet**" and annexed hereto as Exhibit B), that contemplates, among other things, a loan (the "**Eocycle Loan**") and an asset sale (collectively, the "**Transaction**"); and

C. WHEREAS, the Parties hereby desire to amend the Note as set forth herein, subject to the terms and conditions set forth herein; and

D. WHEREAS, Company requests that the Investor waive certain rights under the Subscription Agreement and Note, including waive the right to accrue interest on the Note, waive the right to receive any unpaid interest on the Note, and waive its rights as it relates to a Change of Control; and

E. WHEREAS, the Investor and Company expressly acknowledge and agree that obligations of the Note shall be subordinate and junior in right of payment to the Eocycle Loan; and

F. WHEREAS, Company agrees to have the Investor participate in a Distribution Schedule as defined in the Distribution Memorandum, together with the Distribution Schedule annexed hereto as Exhibit C and incorporated here by reference and such is appropriate consideration for the waiver and amendment of the Subscription Agreement and the Note; and

G. WHEREAS, the Investor acknowledges that Company sold certain convertible promissory notes in the aggregate principal amount of \$1,875,000 (the "**Broadscale Notes**") and the Parties agree that, with respect to the Broadscale Notes, the repayment of the principal amount of the Broadscale Notes shall, in accordance with the Distribution Schedule, happen prior to any distributions to other parties, including the Investor; and

H. WHEREAS, conditional upon the full repayment of the principal amount of Note held by Investors, the Note shall have no further legal force or effect; and

I. WHEREAS, notwithstanding the cancellation of the Note upon repayment, the Investor shall continue to participate in the Distribution Schedule pursuant to the terms and conditions as set forth in the Distribution Memorandum:

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unsuspected, liquidated or unliquidated, matured or unmatured, fixed or contingent, that arise or relate to the Subscription Agreement and the Note.

Section 7. Additional Agreements. The Investor and Company agree that they shall not enter into agreements to alter any terms of this Agreement, the Note and the Subscription Agreement without the prior written consent of Eocycle.

Section 8. Consent to the Transaction. The Investor hereby consents and agrees to Company and Eocycle entering into and completing the Transaction so long as the Transaction is undertaken on terms substantially the same as those set forth in the Term Sheet in Exhibit B.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. All previous documents, undertakings and agreements, whether verbal, written or otherwise, among the Parties with respect to the subject matter hereof, are hereby cancelled and superseded and shall not affect or modify any of the terms or obligations set forth in this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties hereto.

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[SIGNATURES FOLLOW]

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UNITED WIND, INC.

By: _____
Name: Russell Tencer
Title: Chief Executive Officer

JEREMY TARK

By: _____
Name:

EOCYCLE TECHNOLOGIES INC.

By: _____
Name: Richard Legault
Title: President and CEO