

Contract No: 52009-032

### RENEWABLE ENERGY CERTIFICATE SALES AGREEMENT

THIS RENEWABLE ENERGY CERTIFICATE SALES AGREEMENT ("Agreement") is entered into as of April 13, 2009 ("Effective Date"), by and between Sterling Planet, Inc., a Georgia corporation with offices at 3295 River Exchange Drive, Suite 300, Norcross, Georgia 30092-4238 ("Sterling Planet"), and the Party identified below (the "Purchaser") collectively referred to herein as the "Parties," and individually referred to herein as a "Party" for a term of two (2) years, covering the period March 16, 2009 through March 15, 2011.

Name:	[REDACTED]
Address:	[REDACTED]
Contact/Title:	[REDACTED]
Phone:	[REDACTED]
E-mail:	[REDACTED]

#### RECITALS

1. Sterling Planet has the marketing rights to the environmental attributes to certain renewable energy facilities, ("Green America Projects").
2. The Green America Projects also represent and create certain characteristics that arise from the generation of electricity using a renewable energy source, referred to herein as "Renewable Energy Certificates," which includes all such attributes, available under applicable law, from electric generation or other processes.
3. Sterling Planet is in the business of marketing Renewable Energy Certificates from producers and reselling them to retail and wholesale customers.
4. Sterling Planet wishes to sell Renewable Energy Certificates created by the Green America Projects and Purchaser wishes to buy such Renewable Energy Certificates from Sterling Planet.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the Parties set forth below, Sterling Planet and Purchaser agree as follows:

#### AGREEMENT

1. **Renewable Energy Certificate Unit Contract Price.** Sterling Planet has determined the Contract Price for Renewable Energy Certificates produced by the Green America Projects at the price per kWh as defined in the Purchase Order Agreement for that particular purchase. Purchaser will pay Sterling Planet the Contract Price for all Renewable Energy Certificates purchased from the Green America Projects during the term of this Agreement.
2. **Renewable Energy Certificate Total Contract Price.** This is an Agreement between the Parties. For each individual purchase of Renewable Energy Certificates, Purchaser has agreed to purchase an amount of kWh as defined in the Purchase Order Agreement for that particular purchase at a rate defined in the Purchase Order Agreement.
3. **Payment Schedule.** Purchaser has agreed to pay either  
\_\_\_\_\_ on a quarterly basis,  
☒ the payment schedule defined at the end of this Agreement  
the amount specified in the Purchase Order of this Agreement for the Renewable Energy Certificates within thirty (30) days after invoice date.
4. **Certification.** Sterling Planet has used

☒ Green-e, or  
\_\_\_\_\_ Environmental Resources Trust (ERT), or  
\_\_\_\_\_ Neither

certification processes for this transaction.

5. **Publicity and Disclosure.** Both Parties agree to allow each of the participants the use of company names, logos, etc. solely for the purpose of business development and publicizing and promoting the green energy marketing effort. Press releases will not be released without the review and approval of each Party. Other uses of company names, logos, etc are not authorized.

6. **Confidential Information.** The Parties agree that cost estimates, financial and other information provided by the other Party, which is clearly marked as being confidential information, will be held in strict confidence, and upon the expiration or earlier termination of this Agreement, the Parties and their respective officers, employees, agents, advisors and representatives, will continue to hold such information in confidence. The Parties obligation to treat such information confidential shall terminate at the expiration of three (3) years from the termination of this Agreement.

7. **Administration of Agreement.** Each Party hereby designates its employees identified below as its contract administrator for this Agreement. The contract administrator(s) shall be responsible for representing their respective employers in all matters relative to the administration of this Agreement. Each Party may change its designated administrator(s) by giving not less than ten (10) days prior written notice of its new contract administrator to the other Party.

**Sterling Planet Administrator:**

Telephone No.: [REDACTED]

**Purchaser Contract Administrator:**

Telephone No.: [REDACTED]

8. **Notices.** All invoices or notices or other communications given, delivered or made under this Agreement by either Party to the other Party will be in writing and will be delivered personally or by first class mail or by facsimile. If such communication is delivered by facsimile the Party receiving such communication will confirm receipt of that communication in writing by means of return facsimile. All notices shall be delivered or sent to the other Party at the address shown below or to any other address as the

Party may designate by ten (10) days prior written notice given in accordance with this paragraph.

If to Sterling Planet:  
Sterling Planet, Inc.  
3295 River Exchange Drive  
Suite 300

Norcross, Georgia 30092-4238  
Attention: [REDACTED]  
Telephone No.: [REDACTED]  
Fax No.: [REDACTED]

If to Purchaser:

[REDACTED]  
[REDACTED]  
[REDACTED]  
Attention: [REDACTED]  
Telephone No.: [REDACTED]

**9. Independent Contractor.** The Parties agree that they are independent contractors for the purpose and activities undertaken in accordance with or as contemplated in this Agreement, and that no Party will be considered or permitted to be an agent, servant, joint venturer or partner of any other Party. It is expressly understood and agreed that neither Party has any right or authority to directly or indirectly incur any obligation or responsibilities on behalf of the other Party or commit the other Party to any matter or understanding or make any warranties or representations with respect to the Project, without the other Party's prior written consent.

**10. Limitation of Liability.** Neither Party to this Agreement shall have any liability to any of the Parties with respect to the Project's Green Certificates or its work in the exercise of its defined responsibilities. IT IS UNDERSTOOD AND AGREED THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES EACH PARTY WILL PROVIDE PURSUANT TO THIS AGREEMENT. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER FOR ANY UNFORESEEABLE INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF REVENUES OR LOSS OF PROFITS.

**11. Non-Circumvention.** During the term of this Agreement, Purchaser will not circumvent the relationship with Sterling Planet's customers, subcontractors, and marketing partners and Sterling Planet will not circumvent the relationship with Purchaser's customers, subcontractors, and marketing partners with respect to any prospect or business opportunity delivered by the other Party.

**12. Governing Law.** This Agreement shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Georgia, U.S.A.

**13. Assignment Prohibited.** Neither Party shall assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party: (i) without relieving itself from liability hereunder, transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party. Any assignment in violation of this provision shall be deemed to be null and void.

**14. Duplicate Originals.** Two duplicate originals of this Agreement shall be executed, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

**15. Entire Agreement.** This Agreement and all its associated Purchase Order Agreements contains the entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter of this Agreement that are not expressed herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the day and year first above set forth.

**STERLING PLANET, INC.**

Signed: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

**PURCHASER**

Signed: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

**PURCHASE ORDER AGREEMENT**

**Purchase For:** [REDACTED]

**Unique Purchase Order Number:** [REDACTED]

**Purchase Order Effective Date:** [REDACTED]

**PURCHASE AMOUNT AND PURCHASE PRICE**

Quantity to be Purchased: 1,291,152 kWh (645,576 kWh per year for two (2) years)  
REC Type: Green-e Energy® certified technologies, generators located in the Seller's option.  
Rate: \$ [REDACTED]  
Total Purchase Price: \$ [REDACTED]  
Term: March 16, 2009 – March 15, 2011

**PAYMENT SCHEDULE**

Below is the agreed to payment schedule for the Renewable Energy Certificates purchased under this Agreement.

Net 30 after invoice date.

IN WITNESS WHEREOF, the Parties have caused this Purchase Order to be effective as of the day and year first set above set forth.

<b>STERLING PLANET, INC.</b>	<b>PURCHASER</b>
Signed: [REDACTED]	Signed: [REDACTED]
Name: [REDACTED]	Name: [REDACTED]
Title: [REDACTED]	Title: [REDACTED]

For Renewable Energy Certificate Sales Agreement Dated April 13, 2009.