

RENEWABLE ENERGY CREDITS ("RECs") PURCHASE AND SALE AGREEMENT ("Agreement")

Buyer:	County of Ulster, New York	Address: 244 Fair Street, P.O. Box 1800 Kingston, NY 12402
Buyer Contact :	Contact Name: Marc Rider	Contact Telephone Number: 845-340-3805 Contact E-mail: mrid@co.ulster.ny.us
Seller:	OneEnergy, Inc.	Address: 101 Yesler Way, Suite 401 Seattle, WA 98104
Seller Contact:	Contact Name: Bill Eddie	Contact Telephone Number: (503) 232-3852 Contact E-mail: bill@OneEnergyRenewables.com
Transaction Date:	June 6, 2014	
Definitions:	<p>"Renewable Energy Credit" or "REC" means the Environmental Attributes and Reporting Rights associated with the generation of one (1) megawatt-hour of energy by a renewable energy facility.</p> <p>"Environmental Attributes" means those aspects, claims, characteristics and benefits associated with the generation of a quantity of electricity by a renewable energy facility, including any and all the environmental, power source, and emission characteristics, credits, allowances, emissions reductions, offsets, and benefits, howsoever entitled, attributable to the generation of electricity from such facility and its displacement of generation from non-renewable energy resources, include but are not limited to any avoided emissions of pollutants to the air, soil or water such as sulfur dioxide (SO_x), nitrogen oxides (NO_x), and carbon monoxide (CO); and further includes any avoided emissions of carbon dioxide (CO₂) and any other greenhouse gas ("GHG") that contributes to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.</p> <p>"Reporting Rights" means the right to report and register the exclusive ownership of the Environmental Attributes and any Compliance Instruments in compliance with federal, state, or local law, if applicable, and to a federal or state agency or any other party at the Buyer's discretion, and include without limitation those Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.</p>	
Product for Delivery to Buyer:	RECs certified by Seller under the Green-e Energy program, produced by renewable energy facilities located in the United States, and transferred to Buyer via Green-e Energy attestation.	
Vintage:	A) Calendar Year 2014 B) Calendar Year 2015	
Quantity:	A) 6,000 B) 12,000	
Purchase Price:	\$1.25/REC	
Transfer of RECs:	A) On or before February 15, 2015 B) On or before February 15, 2016	
Payment:	Seller shall invoice Buyer for payment not later than three (3) business days after each transfer of RECs to Buyer. Payment by Buyer to Seller shall be due thirty (30) days after Buyer's receipt of each Seller invoice. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by wire transfer or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.	
General Terms and Conditions:	<p>Representations and Warranties of Seller. Seller represents and warrants to Buyer that as of and at the time of each transfer hereunder (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION</p>	

OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Event of Default. For purposes of this Agreement, a party shall be in default (each of the following, an "Event of Default"): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60) days; or otherwise becomes bankrupt or insolvent (however evidenced).

Remedies upon Default. If either Party is in default, the non-defaulting party may select any or all of the following remedies: (i) upon two (2) business days' written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.

Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT).

Indemnification. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its shareholders, officers, directors, employees, and agents (collectively, the "Indemnified Party"), from and against any and all third-party claims, costs, suits, liabilities, damages, losses, demands, and expenses of every kind including, without limitation, reasonable attorneys' fees and disbursements, resulting from or arising out of: (i) a material default by the Indemnifying Party of any covenant or agreement in this Agreement; or (ii) the negligence or willful misconduct by the Indemnifying Party.

Notices. All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); or (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party).

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Amendment. This Agreement may be amended at any time, but only by a written agreement signed by both parties.

No Waiver. No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

Severability. If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

Complete Agreement. This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.


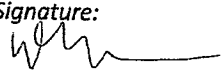
Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of

any original document.

Forward Contract. This Agreement constitutes a "forward contract" and each party represents and warrants that it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

By signing below, the parties agree to be bound by the terms and conditions contained in this Agreement.

Buyer: County of Ulster		Seller: OneEnergy, Inc.	
Signature: 	Title: Director of Purchasing	Signature: 	Title: President
Printed Name: Marc Rider	Date: 6/19/2014	Printed Name: William E. C.	Date: 6/19/14