

CommonWealth

Resource Management Corporation

TERMS AND CONDITIONS FOR THE SALE AND DELIVERY OF REGISTERED VERIFIED EMISSION REDUCTIONS

Buyer: _____

Reference Purchase Order/Authorizing Document: _____

These Terms and Conditions shall govern the transaction ("Transaction") between CommonWealth Resource Management Corporation ("Seller") and the person or entity identified above as "Buyer" pursuant to the purchase order or similar authorizing document ("Purchase Order") referenced above and issued by an authorized representative of Buyer. The Transaction shall be further subject only to those terms and conditions appearing on the face of said Purchase Order that have been agreed to in writing by the Seller. By issuing said Purchase Order the Buyer agrees to be bound by the following Terms and Conditions:

Product. The Verified Emission Reductions ("VERs") to be delivered to Buyer hereunder are one metric tonne (mt) units of CO₂-equivalent ("CO₂-e") emission reductions that have been independently verified to be real, quantifiable, permanent, and additional in accordance with the guidelines and criteria established by Environmental Resources Trust, Inc. ("ERT") and Winrock International for verification and subsequent registration on the American Carbon Registry (formerly the "GHG Registry"). Seller shall deliver that quantity and vintage of VERs specified on the face of the Purchase Order from the account established and maintained on the American Carbon Registry for the project ("Project") named on the face of the Purchase Order. Said Project has been further identified and described in the Monitoring, Reporting and Verification Protocol ("MRV") previously transmitted to Buyer, the receipt of which Buyer hereby acknowledges .

Method of Delivery. Delivery shall be effected by means of an accounting entry on the Seller's Project account on the American Carbon Registry indicating a transfer of ownership to Buyer of specific serialized VERs in an amount equal to the quantity being purchased. At Buyer's written request, Seller shall subsequently furnish Buyer with a certificate or similar writing further evidencing said transfer of ownership to Buyer, provided, however, that for purposes of Buyer's payment obligations hereunder, delivery shall be construed to have occurred when the transaction has been entered on the American Carbon Registry as provided in the first sentence of this paragraph. Seller shall notify Buyer that delivery has occurred by electronic mail addressed to the Buyer's authorized representative identified on the Purchase Order.

Payment. Upon delivery effected in the manner set forth above, Buyer shall pay Seller in \$US the price per VER and the total amount due as set forth on the Purchase Order. Payment shall be made via an electronic wire transfer in accordance with wiring instructions to be provided by Seller to Buyer. Said wire transfer shall be initiated by 2:00 p.m. prevailing time in Boston, Massachusetts, United States of America, on the banking day next following the date on which Buyer has been notified by Seller that delivery has occurred. Buyer shall confirm by electronic mail that payment has been initiated, and shall furnish Seller with a wire transfer confirmation number, the date and time of the wire transfer initiation, and the name of the originating bank. In the event of Buyer's failure to pay any and all amounts due upon delivery in accordance with the terms hereof, ownership of the subject VERs shall revert immediately to Seller, and in that event Buyer hereby authorizes Seller to reverse any related American Carbon Registry entries previously made in favor of Buyer.

Representations and Warranties of Seller. Seller represents and warrants that:

- (1) It is the owner, either directly or through its wholly-owned subsidiaries, of the Project and of the specific, serialized VERs delivered or to be delivered hereunder, and that no other party has a claim of ownership against said VERs;
 - (2) It is duly organized and validly existing under the laws of applicable jurisdictions and that it has the power and authority to enter into the Transaction; and
 - (3) The statements set forth above and in the MRV with respect to the Product and the Project are true and complete.
- Seller makes no other representations, and provides no other warranties, with respect to itself, the Project, or the Product.

Limitation of Liability. Seller's liability hereunder for any and all claims or actions, regardless of how arising, shall be limited to the extent of the total amount paid to Seller by Buyer hereunder in connection with the Transaction, and Buyer hereby releases Seller from any liability above such amount. In no event shall Seller be liable for any indirect, incidental, punitive, exemplary or consequential damages, including commercial loss, or lost profits or other benefits resulting from its performance or failure to perform hereunder.

Applicable Law. The Transaction shall be governed by the laws of the Commonwealth of Massachusetts, in the U.S.A.

No Broker. Buyer and Seller mutually represent that the Transaction has not been brokered by any third party, and each party agrees to indemnify the other against any commission claim made against it by any such third party.

Confidentiality. Both parties shall maintain the confidentiality of the price and specific terms of the Transaction, and neither party shall publicize the Transaction without the written consent of the other. The previous sentence notwithstanding, the Buyer may publicize and make use of any information regarding the Project and the Product contained in the MRV or Verification Statements found on the website of the American Carbon Registry.

Accepted on behalf of Buyer: _____