

# GOLD SALE/PURCHASE CONTRACT

**THIS LOAN AGREEMENT (this "Agreement") dated this 20th day of June, 2011**

**BETWEEN:** Green Earth Partners, LLC and HK Asia Pacific International, Ltd

**Whereas,** the Seller is in the business of mining and refining gold ("Gold");

**Whereas,** the Buyer wishes to purchase Gold Dore bars;

**Whereas,** the Seller represents that it will try to the best of its ability to fulfill the requirements of this Contract and provide product referred to herein in quantities, at times and for the term agreed upon; and

**Whereas,** the Buyer is willing to enter into an irrevocable commitment to purchase Gold from the Seller according to the terms laid out herein;

**Therefore,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the mutual covenants, promises, benefits and terms of this Contract and intending to be legally bound thereby do agree as follows:

**1. The Product:** The Seller will sell and deliver Gold to the Buyer as follows:

a) Purity:	Approximately 92% pure
b) Amount of Purchase:	Up to \$10,000,000.00 every 3 months for one year from signing the contract.
c) Form:	Twelve and half (12.5) kilogram bars.
d) Certification:	Authentic Assay Documents from "ALS USA, INC." (Reno, Nevada, USA)
e) Delivery:	The Bars should remain at ALS lab under buyer's name.
f) Quoted Selling Price:	Estimated or quoted price: CURRENT per ounce.
g) Transaction Price:	The actual Transaction Price shall be based on the 2 <sup>nd</sup> fix of the London Bullion Market Association on the date of delivery less 25% discount.
h) Payment:	Payment shall be based final ALS assay report. The amount equal to the calculated value shall be WIRE transferred from Buyer's bank account to Seller's nominated bank account in the US.

2. **Pricing:** All prices will be stated in United States Dollars. The estimated or quoted selling price is CURRENT/oz.

The foregoing notwithstanding, the **actual pricing** for each delivery will be based on the price of Gold as determined on the 2<sup>nd</sup> fix of the London Bullion Market Association on the date of delivery.

**Discount is 25%. Commission will be paid by the Buyer if any is committed.**

3. **Delivery:** Delivery shall occur every 3 months from the starting date of signing the Purchase Agreement. Total number of shipments will be 4.

The Seller shall provide the following documentation to the Buyer along with the delivery.

- a) Signed commercial invoice in duplicate.
- b) Certificate of Origin
- c) Special Customs Invoice if the Gold being sold is to be shipped outside of the United States.
- d) Assay report verifying that the purity, weight and quantity of Gold (the "Certification") conforms to the Invoice and the terms of this Contract from the Seller and ALS USA, Inc.
- e) Certified statement validating the price of the Gold pursuant to the terms of Sections 1 and 2, herein.
- f) Receipt of Acceptance of the Gold and its assay results by the Buyer or the Buyer's Agent to be signed at delivery of the goods upon acceptance.

**SPECIAL INSTRUCTIONS:**

**Contract will be completed when total dollar amount, per ALS final assay report, has been delivered or if there is an overage in the dollar amount, then there shall be additional amounts of gold delivered. The dollar amount shall govern the contract and gold delivery will be adjusted accordingly.**

4. **Shipping and Insurance Terms:** The Buyer shall be responsible for providing all insurance coverage pertaining to this transaction upon acceptance of delivery at Seller's designated delivery address. The Buyer shall be responsible for all shipping costs from the seller's refinery to the Destination as well as any and all levies mandated by any authority or government of the country of destination to which the Gold is delivered.

5. **Quality and Quantity:** The Seller hereby warrants that all deliveries of Gold shall be accompanied by an authentic assay report, which will be made by ALS USA, INC. prior to the delivery of Gold for the purpose of determining the purity of the metal, pursuant to the specification of Section 1, herein.

6. **Buyer's Capacity to Perform:** The Buyer's bank, and upon receiving Seller's bank confirm letter confirming existence of the Au bars, shall prepare the text of the letter indicating his financial capability to perform, and send a copy to the Seller to fulfill the terms of this contract within four (4) banking days after the execution of this contract by both parties, time being of the essence.

7. **Seller's Capability to Perform:** If the seller is unable to meet the delivery schedule and such delay is more than thirty (30) days from the agreed upon delivery date, time being of the essence, the Buyer reserves the right to cancel such delivery by providing written Notice to the Seller and extending the delivery date.

8. **Payment:**

**Payment terms:** Payment shall be made by Wire Transfer in which buyer's bank shall wire the funds to seller's nominated bank in the US. This process shall be the same for all agreed upon shipments.

The Payment shall be made at sight of the following documents:

- a) Signed commercial invoice in duplicate.
- b) Certificate of Origin.
- c) Special Customs Invoice if the Gold being sold is to be shipped outside of the United States.
- d) Assay report verifying that the purity, weight and quantity of Gold (the "Certification") conforms to the Invoice and the terms of this Contract from the Seller and ALS USA INC.
- e) Original Certified statement validating the price of the Gold pursuant to the terms of Sections 1 and 2, herein.
- f) Original Signed Receipt of Acceptance of the Gold and its assay results by the Buyer or the Buyer's Agent.

**9. Transfer of Title:** Upon receipt of the Gold by the Buyer or the Buyer's Agent and upon confirmation of the Certification of each Gold shipment, pursuant to Sections 1, 5 and 8 herein, the Buyer shall sign an acceptance of ALS assay results (the "Receipt of Acceptance of the Gold"), where upon the Seller shall relinquish ownership and transfer of title (ownership) of the Gold to the Buyer.

### **General Terms and Conditions**

- (a) Relationship of the Parties: The parties acknowledge that this Contract shall not create any agency, partnership or joint venture relationship between the Buyer and Seller.
- (b) Amendments: Amendments to this Contract must be made in writing, signed by both parties.
- (d) Assign-ability: The rights, responsibilities and obligations of the Buyer and Seller under this Contract may not be assigned without the express written agreement of the other party.
- (e) Jurisdiction: The parties hereby submit to jurisdiction in the State of Nevada for the enforcement of this Contract or any claims hereunder and hereby waive any and all rights under the laws of any foreign jurisdiction to object to such jurisdiction. The parties hereby waive any and all rights to a trial by jury in any action, suit, and counterclaim or cross claim arising in connection with, out of or otherwise relating to this Contract or other matters relating thereto. This Contract shall be construed in accordance with the laws of the State of Nevada, USA.
- (f) Force Majeure: Buyer shall hold the Seller harmless for any failure to perform under this Contract when the Seller is prevented from performing by any acts of war, acts of God (i.e., acts of nature). Such force Majeure, via major, act of God, or act of war shall excuse performance by the Seller to the extent performance is prevented and otherwise to the extent such event defeats the purposes of this Contract.
- (g) Bonding: The Buyer and Seller expressly agree that this Contract inures to the Buyer's beneficiaries and that they shall not be required to post a bond or probate escrow in the event of the signatory's demise.
- (h) Notice: Whenever, by the terms of this Contract, notice shall be given, such notice shall be in writing and sent by facsimile transmission (provided evidence of transmission is maintained), or national overnight or courier delivery service, addressed to the respective addresses agreed upon by both parties.

- (i) **Severability:** The provisions of this Contract are severable. Should any provisions herein be found to be invalid or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect as though the invalid or unenforceable provision were never a part hereof.
- (j) **Waivers:** No waiver of or failure to enforce any provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision of this Contract, nor shall such waiver or failure to enforce constitute a continuing waiver of any provision of this Contract.
- (k) **Authority to Execute:** The parties hereby represent that each has caused, and will cause, the proper corporate or individual actions to be taken by each respectively, to effectuate the rights and obligations granted under this Contract.
- (l) **Successors:** All the terms and provisions of this Contract shall be binding upon and inure to the benefit and be enforceable by the successors in interest of the respective parties hereto. Nothing contained herein, expressed or implied is intended nor shall it be construed to confer to or give to any person, firm, or corporation other than the parties hereto any rights or remedies under or by reason of this Contract.
- (m) **Entire Agreement:** This Contract sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and amends, supersedes and replaces all prior discussions other agreements, correspondence and understandings of every and any nature between them. No party shall be bound by any condition, definition, warranty, or representation, other than as expressly set forth or provided for in this Contract, or as may be, on or subsequent to the date hereof, set forth in writing and signed by the parties hereto.
- (n) **Counterparts:** This Contract may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute the entire instrument. Signature pages may be exchanged by e-mail to expedite the closing, with original signatures to be exchanged as soon as possible thereafter.
- (o) **Advice of Counsel:** By executing this Contract, the parties acknowledge that they have been fully advised by independent counsel as to the ramifications of the terms and provisions of this Contract, and the signatories have authority to act on behalf of the respective entities in executing this Contract, for the purposes herein contained.

**IN WITNESS HEREOF, the parties have executed this Agreement.**

**Buyer:**

**Seller:**




Signature

Signature

Name: **Jay Huang**

Name: **Gregory E Lykiardopoulos**

Title: **President**

Title: **Chief Executive Officer**

Date: **June 20, 2011**

Date: **June 20, 2011**