

CONTRACT AGREEMENT BETWEEN

Sustainable Futures, LLC

And

THIS AGREEMENT, entered into _____, by and between **Sandra A. Swink of Sustainable Futures, LLC** (Herein called the **CONSULTANT**) and the party listed above (herein called the **PARTY**). This agreement shall serve as the contract between the **CONSULTANT** and the **PARTY** to prepare and submit the application to Duke Energy Corporation for Excavation, Commercial, or Residential Facilities in Oconee/Pickens County within the FERC-authorized Project Boundary on Lake Keowee at the following location:

I. SCOPE OF PROFESSIONAL SERVICES

Under this Agreement, the **CONSULTANT** will provide technical services to the Party in preparing the application for Excavation, Commercial, or Residential on Lake Keowee. The services involve consultation with the required local, state, and federal agencies dictated by the size of the project; correcting and modifying initial request if necessary to comply with agency requests; conferring with Duke-Energy's Lake Services Division on Lake Keowee to insure all standards, policies and guidelines for the project are met; attending meetings as requested or deemed necessary to clarify information or determine if any mitigation is required; and securing the final permits/authorization to excavate on Lake Keowee in Oconee/Pickens County, SC.

II. TIME OF PERFORMANCE

Services are to be provided to the Party beginning on the date listed above and will formally conclude upon receipt of permit(s)/authorization from Duke-Energy's Lake Services Division for work to commence.

III. TERMINATION

This Agreement can be terminated:

- A. By mutual agreement of the parties; or

- B. By either party, by giving written notice thirty (30) days prior to the effective date of termination

IV. COMPENSATION AND METHOD OF PAYMENT

For services rendered under Agreement the PARTY agrees to pay the CONSULTANT at the rate of \$75.00 per hour for all costs attributable to the services rendered under the **SCOPE OF PROFESSIONAL SERVICES**. Any out of pocket expenses incurred in undertaking the services will be billed as well.

V. BILLINGS, REPORTS, HOURS

CONSULTANT will bill PARTY monthly. Included in the billing will be a brief update on the progress made during the month.

The hours for services rendered under the **SCOPE OF PROFESSIONAL SERVICES** are determined by the content of the work itself, as agreed upon by the PARTY.

The PARTY and the CONSULTANT have caused this Agreement to be executed on the day and year above written.

For the PARTY:

For Sustainable Futures, LLC:

Saundra Swink, Consultant

Mailing Address and Contact Information:

Saundra A. Swink
Sustainable Futures, LLC
PO Box 487
Six Mile, SC
29682
Cell: 864-238-3044
Fax: 864-869-0013
saundraswink@bellsouth.net