

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT ("Contract") is made this 24th day of October 2023, by and between Renewable Gas and Electric, LLC, a Delaware limited liability company ("Seller"), and BC&E Colusa 1 USA LLC, a California limited liability company ("Buyer").

1. DESCRIPTION OF EQUIPMENT AND PURCHASE PRICE: Seller agrees to sell, and Buyer agrees to purchase, the Holz-Kraft Equipment Package hybrid renewable conversion system (the "Equipment"), as more particularly described in Exhibit A attached hereto.

The purchase price for the Equipment shall be \$14,739,354.04 (Fourteen Million Seven Hundred Thirty-Nine Thousand Three Hundred Fifty-Four Dollars, or "Purchase Price"), based upon the Dollar/ Euro exchange rate of \$1.06514138 Dollars per Euro, and may change according to the applicable rate on the date of the Firm Order. Additional spare parts not included in above pricing can be purchased by Buyer after commissioning and checking availability of the spare parts on site. The pricing of these spare parts can be found in Exhibit A. Buyer shall assume all subsequent currency rate risk, including all adjustments to the Purchase Price due to Dollar/Euro exchange rate differences at the date of payment of each portion of the Purchase Price. Buyer, at its option and expense, may elect to purchase an exchange rate "swap" "futures contract" or other form of exchange rate insurance to fix the Purchase Price in US Dollars. The Purchase Price shall be payable as follows: 40% of the Purchase Price shall be paid by Buyer to initiate the Firm Order (as designated in Section 2 below) of the Equipment following signing of Contract. The payment of the next 50% of the Purchase Price shall be paid as set forth on the attached Exhibit B. The final 10% of the Purchase Price shall be paid by Buyer upon successful testing and commissioning.

2. DELIVERY AND ORDER: Delivery of the Equipment shall be made to 2861 Niagara Avenue, Colusa CA, 95932. Order will be considered firm upon payment by Buyer, of said payment of 40% of the Purchase Price to Seller and shall constitute the ("Firm Order"), and within three business days of receipt of said 40% payment, Seller shall commence obtaining the Equipment from the original equipment manufacturer of the Holz Kraft Equipment. Estimated Delivery shall occur as set forth in Exhibit B. Seller may obtain shipping and transportation insurance and retain the services of a shipping agent, and such costs (at Seller's cost and without Seller's markup) shall be reimbursed by Buyer to Seller. The risk of loss or damage to the Equipment shall pass to the Buyer upon delivery. Any delays in delivery which are beyond the Seller's control shall not result in any penalties to the Seller.
3. INSTALLATION, SPECIFICATIONS, AND TECHNICAL SUPPORT: Installation of the Equipment shall be the sole responsibility of the Buyer or Buyer's agents, contractors, or employees. Seller shall provide Buyer with detailed engineering drawings and instructions for the installation and interconnection of the Equipment. Furthermore, Seller shall provide Buyer with all "shop manuals," specification books, safety, training, and maintenance

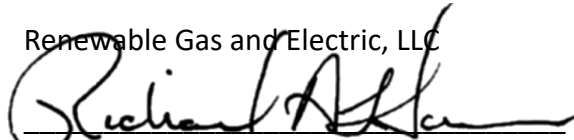
materials. Seller shall provide product support more than the Warranty Period for an additional period of one year at the Buyers expense, at the estimated cost set forth in Exhibit AB from the date of delivery. Such product support shall include but is not limited to responding to all reasonable questions from Buyer relating to the operation and maintenance of the Equipment and shall send technical support personnel to Buyer's place of business, with Buyer reimbursing Seller for reasonable travel costs.

4. TRAINING: Seller shall facilitate and coordinate for training to be provided by the manufacturer of the Equipment, at Buyer's cost.
5. WARRANTY: a. The Seller warrants that the Equipment will be free from material defects in material and workmanship for a period of 1 (one) year from the date of issuance of the Notice to Operate, or 2 (two) years if extension of 1(one) year is purchase by Buyer as referred to in Section 3 above, after delivery, installation testing and commissioning (the "Warranty Period"). b. If, during the Warranty Period, the Equipment proves to be defective, as reasonably determined mutually by the Buyer and Seller, the Seller shall, at its option, either repair or replace the defective Equipment at no charge to the Buyer. c. This warranty does not cover damage or malfunctions caused by misuse, neglect, accidents, alteration, or unauthorized repairs. d. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. ADDITIONAL PROVISIONS: a. Entire Agreement: This Contract contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. b. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of California. c. Dispute Resolution: Any disputes arising out of this Contract shall be settled by arbitration in California in accordance with the rules of the American Arbitration Association. d. Assignment: Neither party may assign this Contract without the prior written consent of the other party. e. Amendments: This Contract may only be amended in writing and signed by both parties. f. Waiver: Any waiver of a breach of this Contract must be in writing and signed by the party granting the waiver.
7. NOTICES: Any notices required or permitted to be given under this Contract shall be in writing and delivered by hand, sent by certified mail, or email to the parties at their respective addresses set forth below, or to such other address as either party may designate by notice to the other.

If to: BC&E Colusa 1 USA LLC
802 North Irwin Street Suite 204 Hanford CA 93230
Attn: Robert Norman

If to: Renewable Gas and Electric, LLC
Attn: Richard Horn
PO Box 6254
Chico, CA 95927
rhorn@renewablegasandelectric.com

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

Renewable Gas and Electric, LLC

Richard Horn

10/25/2023
Date

BC&E Colusa 1 LLC

Robert Norman, Managing Member

Date

Exhibit A – Spare Parts List

Exhibit B – Estimate Delivery Schedule

EXHIBIT A**SPARES IN ADDITION TO AMOUNT LISTED IN CONTRACT IF PURCHASED FROM HOLT-KRAFT****Spare parts per Gasifier and year**

	Quantity	Price	Total
ZSB Air jet concrete reformer	5	143,32	701,58
SBG Grate disc V1.1.2 290/6/8/54	2	310,14	620,28
SBG Grate disc center support 240/3/3/21	1	169,00	169,00
ZSB reformer nozzle V1.1.1	1	119,69	119,69
Silicone gasket for cover	1	49,04	49,04
Filter bag for jet cleaning	7	162,00	1.134,00
			2.792,59 €

Spare parts CHP

Oil filter WD 13145 for HOMAN H 130 LE	20	52,20	1.044,00
Air filter insert AF 26124 o. B. for AH 19480 and 19481 o	10	77,76	777,60
Turbocharger HIGH 11 VTG in wood gas operation HOMAN V12 If an additional deposit value (via an extra position) should be will be credited after return and inspection of the and inspection of the old part!	2	2.566,80	5.133,60
Attachment kit for turbocharger HIGH 11 VTG in wood gas operation MAN V12	2	38,40	76,80
Pre-chamber spark plug MAN 08.. / 28.. / Tedom / H130 (M14x1,25)	24	264,60	6.350,40
Rubber element ACT 7 AT WX	1	1.556,40	1.556,40
Danfoss AME 445 actuator 24V AC/DC analog signal 0...10V /4-20 mA, positioning time 3s/mm, positioning force 600N, without Emergency control function for Power VIZOR" control".	1	440,16	400,16
Ignition control unit NGI-1000 for MAN 2842 / 3262 12-cylinder, RC 57 kBaud, for AVAT control	1	1.611,60	1.611,60
Ignition coil Altronic	6	80,76	484,56
Ignition initiator Altronic, M12 x 1.0, with cable and plug	1	266,88	266,88
Cylinder liner for HOMAN H130 LE Ø130mm, with O-Ring set	6	177,60	1.065,60
Starter MAN 2866 / 2876 / 2842 / H 130, 24V, 6,6 kW	4	423,00	1.692,00
Piston Ø 130mm for HOMAN H 130 LE with -bolts and -rings	6	414,00	2.484,00
Cylinder head gasket set MAN 28	6	37,68	266,08
Cylinder head screw set MAN 28.., Torx, consisting of 6 pieces	6	28,08	168,48
Cylinder head MAN 28.. / MTU gas / biogas overhauled in Exchange, without bore Single temp, warranty: 6 months In the case of a deposit calculation, a credit note will be issued after return and inspection according to deposit value rules!	6	1.299,60	7.797,60
O-ring 36,5x3,5mm for oil separator MAN 28... long or short	4	3,00	12,00

Rubber compensator DN 80 / 3" BL=130mm, with flange connection PN 10/16 CR rubber	2	176,40	352,80
Oil pan gasket MAN E 2842 LE 312 / 322, V12	1	51,48	51,48
Connecting rod MAN 2842 / 2848 (original)	6	808,44	4.850,64
Connecting rod bearing STD for MAN 2842/48	6	34,80	208,80
O-ring 124x4 throttle valve MAN 28.., Viton	2	18,84	37,68
Throttle valve series 140, ID 80mm sealed incl. 2x Gasket	1	486,36	486,36
Graphite/spike plate gasket DN 350 DIN 2576 367x438mm	4	28,20	112,80
Gasket intake manifold for H130	2	234,00	468,00
O-ring 124x4 throttle valve MAN 28.., Viton	1	18,84	18,84
O-ring between LLK and intake manifold TCG 2015, Throttle valve H 130 LE d=97X5	1	50,88	50,88
Stainless steel corrugated flex pipe DN 20 3/4" 3bar, L= 200 to 410 mm f. LLK MAN 0836 LE	1	17,28	17,28
PTFE corrugated hose 12L x 280 DN 10, 2x union nut 1x 90° f. Homan H 130 LE Turbo- Oil supply line	1	41,76	41,76
PTFE corrugated hose 10L x 480 DN 8, f. Homan H 130 LE	1	41,64	41,64
Flexible EPDM armored hose E 10 - 3/4" x 500 long flat sealing for LLK-MAN, for cooling and heating water suitable!	1	14,40	14,40
Flexible EPDM armored hose E 10 - 3/4" x 300 long, flat sealing for LLK-MAN, suitable for water!	1	127,44	14,28
Lambda sensor LSU 4.9 with cable and 1 connector, PowerVIZOR" control"	2	127,44	254,88
Exhaust gas temperature sensor PT200 PowerVIZOR" control", Angle design 90mm, with MLK connector	2	181,80	363,60
Boost pressure sensor 0-6 bar absolute, for Power VIZOR " Control"	1	199,80	199,80
Gas pressure sensor, -0.2 - 0.2 bar, 4-20 mA, G = 1/2", for Wood carburetor, PowerVizor	1	458,88	458,88
PTFE corrugated hose 12L x 280 DN 10, 2x union nut 1x 90° f. Homan H 130 LE Turbo- Oil supply line	1	41,76	41,76
Teflon corrugated hose 28L DN25, L=290mm with 2x union-nut	1	86,40	86,40
Teflon corrugated hose 28L DN25, L=450mm with 2x union-nut	1	87,48	87,48

39.448,20 €



Exhibit B

20.10.2023

Planned shipments to RG&E 10 HKA 300

contract sum: 13.837.932 €

week of	event	container shipment				number of containers	invoices VAB	
		gasifier	CHP	dryer	others			
week 1	signature of contract						5.535.173 €	
week 2	transfer of 40% of the total contractual sum							
week 3	purchasing of components							
week 4	purchasing of components							
week 5	purchasing of components							
week 6	purchasing of components							
week 7	purchasing of components							
week 8	purchasing of components							
week 9	purchasing of components							
week 10	purchasing of components							
week 11	purchasing of components							
week 12	purchasing of components							
week 13	Start of production							
week 14	Start of production							
week 15	Start of production							
week 16	Start of production							
week 17						0		
week 18						0	247.106 €	
week 19		4	1			3		
week 20						0	247.106 €	247.106 €
week 21		4	1			3		
week 22						0	247.106 €	247.106 €
week 23		4	1			3		
week 24						0	247.106 €	247.106 €
week 25		4	1			3		
week 26						0	247.106 €	247.106 €
week 27		4	1	1		4		
week 28						0	247.106 €	247.106 €

Sitz der Gesellschaft
84088 Neufahrn
Registergericht
Landshut HRB7010

Geschäftsführer
Helmut Spanner, Dipl.-Ing.
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Commerzbank
IBAN: DE13711410410482954500

BIC: BYLADEM11
BIC: COBADEFF33



week 29		4	1	1		4		
week 30						0	247.106 €	247.106 €
week 31		4	1	1		4		
week 32						0	247.106 €	247.106 €
week 33		4	1	1		4		
week 34						0	247.106 €	247.106 €
week 35		4	1	1		4		
week 36						0	247.106 €	247.106 €
week 37		4	1	1		4		
week 38						0	247.106 €	247.106 €
week 39				1		1		
week 40						0	247.106 €	247.106 €
week 41				1		1		
week 42						0	247.106 €	247.106 €
week 43				1		1		
week 44						0	494.212 €	247.106 €
week 45				1		1		
week 46								
week 47								
week 48								
week 49								
week 50								

Total: 40 10 10 40 12.454.139 €
 After Commissioning: 1.383.793 €

13.837.932 €