

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT ("Contract") is made this 30th day of October, 2023 by and between J6 Holdings, LLC, a California limited liability company ("Seller"), and BC&E USA COLUSA 1 LLC, a California limited liability company ("Buyer").

1. **DESCRIPTION OF EQUIPMENT:** Seller agrees to sell, and Buyer agrees to purchase, the 40 ton per day APS pyrolytic thermal converter System (the "Equipment"), as more particularly described in Exhibit A attached hereto.
2. **PURCHASE PRICE:** The purchase price for the Equipment shall be \$15,062,226 (Fifteen Million Sixty-Two Thousand Two Hundred Twenty-Six Dollars, or "Purchase Price"), The Purchase Price shall be payable as follows: 40% of the Purchase Price shall pay be paid by Buyer, at Buyer's discretion, but not to exceed 180 days from execution of this Contract, to initiate the Firm Order of the Equipment upon the terms set forth in Paragraph 3 infra. The payment of the next 20% of the Purchase Price shall be paid upon such date as the Equipment is delivered to Buyer at Buyers location. Buyer's lender shall receive security in the Equipment by the filing of valid UCC security documentation, satisfactory to Buyer's lender, in favor of Buyer's lender(s) at the time of payment of said next 25% of the Purchase Price; and the final 15% of the Purchase Price shall be paid by Buyer upon successful testing and commissioning and the receipt by Buyer of a final notice to operate ("Notice to Operate"), that shall be issued by the Colusa County Air Pollution Control Board, 100 Sunrise Blvd. #F, Colusa, CA 95932-3246, operating under standards set forth by the California Air Quality Board. Buyer and Seller agree that they may mutually agree to convert all or a portion of the Purchase Price for Equity in BC&E LLC, at a mutually agreed upon conversion ratio.
3. **DELIVERY AND ORDER:** Delivery of the Equipment is FOB 800 Polk, Coachella, CA. Order will be considered firm upon payment by Buyer, at Buyer's discretion of said payment of 40% of the Purchase Price, and written instructions to commence the Order signed by Buyer(together the payment of 40% of the Purchase Price and Buyer's instructions to Seller, 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. Delivery shall occur within 120 days of Firm Order. Seller shall obtain shipping and transportation insurance and retain the services of a shipping agent to insure timely and satisfactory delivery of the Equipment, 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. If Seller is unable to complete delivery of the Equipment within 180 days of the Firm Order, then Seller shall reimburse and repay the entire portion of Purchase Price Seller has then received from Buyer to Buyer within 30 days of the expiration of the 180 day period for delivery set forth above.

4. **INSTALLATION, SPECIFICATIONS, AND TRCHNICAL SUPPORT:** Installation of the Equipment shall be the sole responsibility of the Seller or Seller'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 in excess of the Warranty Period for a period of five years 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.
5. **TRAINING:** Seller shall facilitate and coordinate for training to be provided by the manufacturer of the Equipment, at Seller's cost.
6. **WARRANTY:** a. The Seller warrants that the Equipment will be free from material defects in material and workmanship for a period of 2 (two) years from the date of issuance of the Notice to Operate ("Warranty Period"). b. If, during the Warranty Period, the Equipment proves to be defective, as 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.
7. **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.

8. **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.

Robert Norman Managing Member, BC&E USA COLUSA 1 LLC

802 North Irwin St, Suite 204


Hanford, CA 93230

Wayne Herling, as Managing Member of J6 Holding, LLC.

3391 Mendenaro, CT

Fallbrook, CA 92028

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



Wayne Herling as the Managing Member of J6 Holding LLC.



Robert Norman, Managing Member, For BC&E USA COLUSA 1 LLC