

CONTRACT AND BILL OF SALE (the "Contract")

For the sum of \$[●] Canadian Dollars and such other good and valuable consideration as may be set forth in Schedule A, attached and made a part hereof, in hand paid by [insert buyer name and address] ("Buyer"), and the covenants herein, Carbon Engineering ULC, an unlimited liability company organized and existing under the laws of British Columbia with its offices at 37525 Innovation Ave., PO Box 187, Squamish, BC V8B OA2 Canada ("Seller") hereby sells, transfers and conveys all of its rights, title and interest in the personal property described on Schedule A (the "Assets") to Buyer, and Buyer accepts such transfer, subject to the following terms and conditions:

1.0 DEFINITIONS:

1.1 **"Environmental Law(s)"** shall mean all Canadian and United States of America federal, state, local, tribal and foreign laws, permits and ordinances, all judicial and administrative orders and determinations, and all common law concerning public health and safety, worker health and safety, and pollution, contamination or protection of the environment, conservation of resources (including threatened or endangered species) or natural resource damages, including all those relating to the presence, use, production, generation, handling, arranging, transportation, treatment, storage, disposal, distribution, emission, labeling, testing, processing, discharge, release, remediation, threatened release, control, or cleanup of any Hazardous Substances (as defined below) and/or salt water, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, and any other similar and applicable Canadian or United States of America federal, state or local environmental laws, ordinances, rules or regulations enacted or in effect prior to, on or after the Effective Date.

1.2 **"Governmental Authority"** shall mean any Canadian or United States of America federal, state, tribal or local governmental entity, or any subdivisions thereof, and any of their respective agencies, branches, courts, tribunals, commissions, institutions, military forces or other bodies or authorities, whether legislative, judicial or executive, having jurisdiction or authority, actual or apparent, over the parties or subject matter in question.

1.3 **"Governmental Requirements"** shall mean all applicable laws, including Environmental Laws, treaties, regulations, standards, decrees, rules, decisions, judgments, orders, injunctions, authorizations, directives or other requirements of any Governmental Authority.

1.4 **"Hazardous Substances"** shall mean any and all substances, chemicals, waste or materials that are or become regulated, defined, designated or classified as a hazardous waste, hazardous substance, hazardous material, pollutant, contaminant, by-product, radioactive material, radioactive waste or toxic substance or words of similar import (or the cleanup of which can be required) under any Environmental Law, including: (1) "hazardous substance[s]" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. 1317; (2) "hazardous substance[s]" pursuant to Section 101 of

CERCLA, 42 U.S.C. 9601 et seq.; (3) "hazardous waste" pursuant to Section 1004 of RCRA, 42 U.S.C. 6901 et seq.; (4) transmission fluid and antifreeze; (5) any petroleum or petroleum products or byproducts and other related substances; (6) asbestos; (7) polychlorinated biphenyls; and (8) urea formaldehyde insulation.

2.0 WARNING: Buyer acknowledges that any of the Assets which Buyer purchases hereunder from Seller may be or may contain Hazardous Substances, which may be or may become, directly or indirectly, hazardous to life, health, the environment, or property by reason of toxicity, corrosiveness, flammability, explosiveness, by chemical reaction or otherwise during use, handling, arranging, transporting, cleaning, reconditioning, disposal, or at any other time after leaving the possession of Seller. Buyer does hereby release and discharge Seller from any and all liability directly or indirectly related to the Assets and the presence of any such Hazardous Substances, whether caused or contributed to by the sole, joint, comparative or concurrent negligence (whether active or passive), strict liability, fault or any other theory of liability of Seller. It is understood and agreed to by Buyer that no additional warning shall be necessary or be deemed to limit the foregoing broad warning. Buyer warrants to Seller that Buyer has sufficient expertise in the handling and transporting of articles, such as the Assets, which may bear or contain Hazardous Substances to knowingly and responsibly undertake any and all risks arising out of this release and discharge its obligations under this Contract and Bill of Sale, including compliance with all applicable laws and regulations.

3.0 SALE PROVISIONS:

3.1 Seller warrants that the conveyance of title to the Assets shall be good and its transfer rightful. All sales are made on an "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS, and SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSES, OR AS TO ANY OTHER MATTER WITH RESPECT TO THE ASSETS OR OF ANY INFORMATION FURNISHED BY SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONTINGENT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST PRODUCTION.

3.2 Buyer assumes all risks arising out of and subsequent to the sale of Assets hereunder, including risk of loss, upon delivery by Seller. Upon delivery at Seller's premises set forth in Schedule A and thereafter, Buyer shall fully release, protect, indemnify, save and hold harmless Seller from and against any and all liability (including claims based upon strict liability, or any claims caused or contributed to by the sole, joint, comparative, or concurrent negligence (whether active or passive), fault, or any other theory of liability of Seller) to any and all persons for injury, sickness or death, or for property damage or for claims relating to, resulting from or arising out of the violation of any Governmental Requirements applicable to the Assets and/or Hazardous substances, and any response action pursuant to any Governmental Requirements applicable to, caused by or related to the Assets or by Hazardous Substances or other material in or on them, whether or not due to the negligence of Seller. THE OBLIGATIONS UNDER THIS SECTION INCLUDE LIABILITY FOR ANY REMEDIAL, CORRECTIVE AND/OR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO OR IN ACCORDANCE WITH ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS, INCLUDING CERCLA AND THE OIL POLLUTION ACT (OPA) AND

ANY STATE LAW CONTEMPORARIES (INCLUDING THOSE OF BRITISH COLUMBIA). THE INDEMNITIES SET FORTH IN THIS SECTION CONSTITUTE A PRIVATE CONTRACTUAL ARRANGEMENT, ENFORCEABLE BETWEEN BUYER AND SELLER WITHOUT REGARD TO THE TERMS OF ANY DUTY EITHER MAY OWE TO ANY THIRD PARTIES, INCLUDING ANY GOVERNMENTAL ENTITY AND/OR UNDER ANY GOVERNMENTAL REQUIREMENT. Buyer acknowledges that its liability and indemnity obligations under this paragraph shall be without monetary limit to the fullest extent permitted by law.

3.3 Immediately upon delivery of the Assets, Buyer shall remove all trademarks, names, labels, distinctive markings, and designs and/or other references to Seller appearing on the Assets. At the end of their period of usefulness to Buyer, Buyer shall properly dispose of the Assets, and shall advise any subsequent purchaser or other recipient of the Assets as to the terms and conditions of this Contract and Bill of Sale, and shall cause such party to execute an agreement with substantially the same terms and conditions in favor of both Seller and Buyer prior to releasing possession of the Assets.

3.4 If Buyer performs dismantling or any other work on the Assets on premises owned or controlled by Seller, Buyer shall (i) do so promptly and leave the work area clean and free of litter or refuse; (ii) comply with all applicable laws and regulations including Environmental Laws, but not limited to, those relating to workers' compensation and employers' liability insurance; (iii) comply with all of Seller's rules which may be imposed from time to time, including signing a site access or similar document if required; (iv) procure and maintain comprehensive public liability insurance in such form, with such companies, and in such amounts satisfactory to Seller and deliver evidence of such insurance to Seller; and (v) if so required in Schedule A, name Seller as additional insured with a waiver of subrogation under such comprehensive public liability insurance.

3.5 The furnishing of any catalog or of any information concerning the Assets by Seller to Buyer before or after the sale shall not be deemed to constitute an offer by Seller, and Seller shall have no obligation or liability therefrom. Any description furnished by Seller or its independent broker was prepared in good faith, but not necessarily by personnel having familiarity or expertise with the Assets. **SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE ASSETS CONFORM TO THE DESCRIPTION THEREOF IN ANY CATALOG OR OTHER INFORMATION PROVIDED TO BUYER.**

3.6 Seller shall not be liable for any failure to perform hereunder due to commercial impracticability or acts of God, fire, flood, war, sabotage, epidemics, pandemics, accident, labor disputes or shortages (whether or not within Seller's control), laws, ordinances, rules or regulations, difficulty in obtaining material, equipment or transportation, or any other event beyond Seller's reasonable control whether or not similar to the foregoing described events. Seller's liability hereunder shall in all events be limited to the refunding of any payment made to Seller or to the canceling of the applicable invoice if payment has not been made.

3.7 Buyer understands and agrees that Seller is not disposing of commercial products normally handled by Seller in its ordinary course of business, and the price paid for the Assets is a consideration in limiting Seller's liability.

3.8 The consideration set forth above is exclusive of, and Buyer shall be responsible for, all taxes (except for taxes based on income), levies, assessments, and the like arising out of, in any way connected with, the sale, dismantling, loading, transportation, removal, possession, or use of the Assets.

4.0 **CONFIDENTIALITY:** Buyer shall keep confidential this Contract and all matters related to the sale of the Assets under this Contract confidential ("Confidential Information"), provided that, Confidential Information shall not include information which (i) is or becomes available to the general public through no act of the Buyer in breach of this Article, or (ii) is required to be disclosed by the Buyer pursuant to the operation of applicable laws, order of a court or other judicial or arbitral body or the direction or request of any Governmental Entity or body or as may be required to comply with audit requirements. This Article and the rights and obligations of the Parties hereunder shall survive the expiry of the Contract or earlier termination of this Contract for a period of one year.

5.0 **MODIFICATION:** These terms, when accepted by Seller, constitute the entire agreement between Seller and Buyer pertaining to the subject matter hereof. No claim of waiver, modification, amendment, supplement or acquiescence with respect to any provision hereof may be made by either party except on the basis of a written instrument duly executed by the other party and dated subsequent to the date hereof.

6.0 **AGENT:** Buyer shall not purchase the Assets on behalf of or as an agent for any of Seller or's current or former employees or contractors, and hereby warrants that it is not so purchasing.

7.0 **WARRANTY OF USE:** Buyer hereby warrants that the Assets will only be used for the purposes set forth in Schedule A, and will in no event be used for any other purpose.

8.0 **JURISDICTION:** THE PARTIES AGREE THAT ALL OF THE PROVISIONS OF THIS CONTRACT AND BILL OF SALE AND ANY QUESTIONS CONCERNING ITS INTERPRETATION AND ENFORCEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF BRITISH COLUMBIA, CANADA AND THE EXECUTION AND DELIVERY OF THIS INSTRUMENT SHALL BE DEEMED TO BE THE TRANSACTION OF BUSINESS WITHIN BRITISH COLUMBIA, CANADA FOR PURPOSES OF CONFERRING JURISDICTION UPON COURTS LOCATED WITHIN BRITISH COLUMBIA, CANADA. THE PARTIES AGREE THAT ANY LITIGATION ARISING OUT OF THIS INSTRUMENT SHALL BE BROUGHT ONLY IN THE COURTS IN BRITISH COLUMBIA, CANADA AND BOTH PARTIES CONSENT TO THE JURISDICTION OF SAID COURTS.

9.0 **SURVIVAL:** All the rights and obligations of the Parties under this Contract and Bill of Sale which are capable of having effect after Delivery and transfer of title, shall survive and remain in full force and effect beyond consummation of the transactions contemplated herein.

In witness whereof the parties have executed this Contract and Bill of Sale, to be effective as of [●].

(BUYER)

[●]

By: _____

Printed Name: _____

(SELLER)

Carbon Engineering ULC

By: _____

Printed Name: _____

SCHEDULE A

Description of Assets: Surplus Material

Consideration for Assets: [insert amount paid for asset listed above]

Delivery point: Seller's premises at: _____

Seller to be included as additional insured: **Yes** **No**

Only with respect to and to the extent of the liabilities and obligations assumed by Buyer under this Agreement, Buyer shall name OXY USA Inc. as an additional insured under Buyer's comprehensive public liability insurance and such insurance shall provide for a waiver of subrogation in favor of Seller.

Buyer's use for the Assets: _____

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