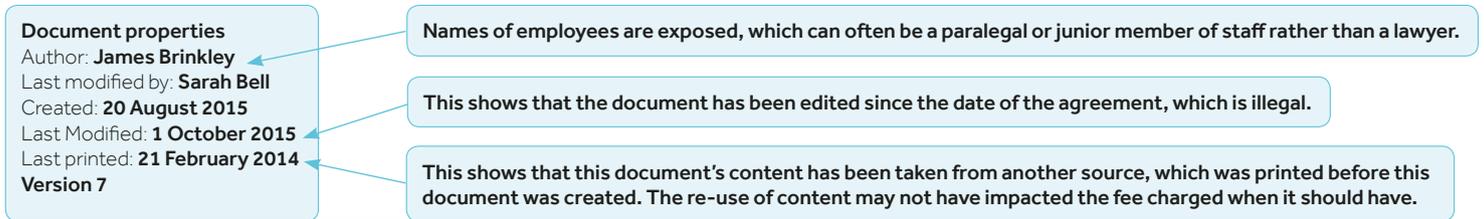




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DESIGN AGREEMENT

THIS DESIGN AGREEMENT (the "Agreement") is entered into effective as of ~~September~~ 2016 (the "Effective Date"), by and between Worldwide Lint Inc. ("Worldwide Lint"), a Texas corporation limited liability company with an address at 5300 Town & Country Blvd., Suite 150, Frisco, TX 75033 and ABC Ltd., Vermont corporation with offices at 299 Upper Sixth Blvd., Moorhead, Vermont 5600701.

RECITALS

- A. Worldwide Lint Inc. and ABC Ltd. wish to explore the potential implementation of Worldwide Lint's flash ~~calcining~~ process at ABC Ltd.'s facility at Winchester, North Dakota (the "Winchester Facility").
- B. The parties understand that certain design costs will be incurred by both parties prior to execution of the Definitive Agreements (as defined below) and wish to provide for the treatment.

NOW, in consideration of the above, subject to the respective terms, conditions and obligations set forth herein, Worldwide Lint Inc. and ABC Ltd. agree as follows:

1. Design of the Flash Calciner.

1.1. **Worldwide Lint's Design Costs.** During the Term (as defined in Section 6 below) of Design Agreement, Worldwide Lint will incur up to ~~sixty thousand dollars (\$60,000)~~ in expenses ("Worldwide Lint's Design Costs") paid to Coen Company, Inc., an international engineering company with corporate headquarters in Burlingame, California, or to such other third party regionally recognised design firm as is approved by ABC Ltd. (in any case, "Worldwide Lint's Designers"), related to the development and preliminary design of a coal burning facility for use with the flash calciner at the Winchester Facility. Within twenty eight (28) days after receipt of the Proposal Letter, ~~ABC Ltd. shall either (i) provide written acceptance ("ABC's Acceptance Letter") thereof to Worldwide Lint (as such Proposal Letter may be modified pursuant to discussions between the parties); or (ii) not.~~ Within ~~twenty eight (28) days~~ after the Effective Date, Worldwide Lint shall provide ABC Ltd. with a proposal letter, or the like, from Worldwide Lint's Designers which sets forth the intended plan and scope of the engagement and provides with reasonable certainty that \$60,000 will in fact be sufficient to complete such preliminary design (the "Proposal Letter"). Until and unless Worldwide Lint receives ABC's Acceptance Letter, it shall NOT incur any of Worldwide Lint's Design Costs. If the 28 day period expires without delivery of ABC's Acceptance Letter, Design Agreement shall immediately terminate.

1.2. **Engineering Reports.** It is anticipated that Worldwide Lint will receive from Worldwide Lint's ~~Engineers~~ preliminary and final ~~engineering~~ reports along with other material documents and correspondence resulting from Worldwide Lint's Design Costs (all such materials or documents, in whatever form, the "Design Materials"). In recognition of ABC Ltd.'s reimbursements or payments pursuant to Section 1.2 above, Worldwide Lint shall distribute to ABC Ltd., or cause to be distributed to ABC Ltd., any

James Brinkley 23/11/2015 09:34 ✕
Deleted: February

Sarah Bell 23/11/2015 09:34 ✕
Comment: Define the calcining process in the introduction.

Nerinder Shah 26/02/2015 15:16 ✕
Comment: The specific facility is still in question

Nerinder Shah 26/02/2015 15:17 ✕
Comment: Move before paragraph A

James Brinkley 23/11/2015 10:10 ✕
Deleted: fifty

James Brinkley 23/11/2015 10:12 ✕
Deleted: \$50,000

James Brinkley 23/11/2015 10:20 ✕
Inserted: ABC Ltd. shall either (i) provide written acceptance ("ABC's Acceptance Letter") thereof to Worldwide Lint (as such Proposal Letter may be modified pursuant to discussions between the parties); or (ii) not.

James Brinkley 23/11/2015 10:30 ✕
Deleted: eighteen (18) days
Comment: Need to give client longer than 18 days as per meeting on 15/08/15

James Brinkley 23/11/2015 10:43 ✕
Deleted: designers

James Brinkley 23/11/2015 10:48 ✕
Deleted: design

and all Design Materials as soon as reasonably possible and, in any event, within twenty eight (28) days of receipt by Worldwide Lint.

James Brinkley 23/11/2015 10:52 ✕
Deleted: 5

1.3. **ABC Ltd.'s Design Expenses.** During the Term, ABC Ltd. will incur up to sixty thousand dollars (~~\$60,000~~) in expenses ("ABC Ltd.'s Design Costs"), paid to Industrial Accessories Company, with offices in Shawnee Mission, Kansas, or such other third party regionally recognised design firm, related to the preliminary design and development of the flash calciner layout at their Winchester facility. The parties shall cooperate with each other in good faith to ensure that such designs meet the intended directives. ABC Ltd. will provide Worldwide Lint with copies of reports related to such engagement which ABC Ltd. reasonably believes are material to ~~Design Agreement~~.

James Brinkley 23/11/2015 11:08 ✕
Inserted: Design Agreement

1.4. **Reimbursement.** It is the parties' intention that ABC Ltd. be reimbursed for the payment it makes pursuant to Sections 1.2 and 1.3. The form and manner of such 'reimbursement' shall be subject to the Definitive Agreements and the relationship between the parties set forth therein; and, without limitation, may be in the form of a deemed contribution of capital to a resulting entity or a contractual payment obligation. In any event, within twenty eight (28) days of execution of the Definitive Agreements, ~~ABC Ltd. will receive full reimbursement for the full aggregate amount of Worldwide Lint's Design Costs and ABC Ltd.'s Design Costs, up to one hundred thousand dollars (\$100,000).~~

Sarah Bell 5/6/2015 10:38 ✕
Comment: have inserted following client questioning reimbursement policy - James why was this section not included originally?

2. **Confidentiality.** Each of the parties hereto agrees that all information obtained by them in the course of negotiating the transaction and conducting the due diligence investigation, including without limitation the Design Materials (which, for purposes of this Section 5, shall include any ABC Ltd. reports shared with Worldwide Lint pursuant to Section 1.4 above), will be held in the strictest confidence by each of the parties hereto and will be divulged only to those advisors who have a need to know such information. Such information shall be subject to the Confidentiality Agreement already signed between the parties.

Sarah Bell 5/6/2015 11:14 ✕
Comment: Is this new uplift value?

3. **Term of the Agreement.** Design Agreement shall have an initial term from the Effective Date until ~~September~~ 10, 2016 unless extended on a month to month basis by prior written consent from both parties or unless earlier terminated pursuant to this Section (in any case, the "Term"). The parties may terminate Design Agreement earlier than the time provided above only pursuant to the following: (i) pursuant to Section 1.1 above, ABC Ltd. may immediately terminate Design Agreement by not delivering ABC Ltd.'s Acceptance Letter; (ii) either party may terminate Design Agreement at any time upon twenty eight (28) days prior written notice to the other party; (iii) upon prior written consent from both parties, Design Agreement may be terminated at any time; and (iv) either party, at any time, by written notice to the other, may terminate Design Agreement upon the occurrence of any of the following: (a) insolvency of the other party, (b) ~~filing of voluntary or involuntary petition~~ in bankruptcy respecting the other party, (c) appointment of a receiver or trustee for the other party, or (d) execution by the other party of any assignment for benefit of creditor.

James Brinkley 23/11/2015 11:32 ✕
Deleted: February

Sarah Bell 5/6/2015 11:38 ✕
Comment: can we remove this and just say they can only terminate due to involuntary petition of bankruptcy?

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