**Fill in this information to identify the case:**

Debtor Ascend Elements, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 26-90440

# Modified Official Form 410
# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Chonfar Engineering and Technology Co.,Ltd.

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone +86 18807416905 | Contact phone |
| Contact email 451178764@qq.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 275000 . **Does this amount include interest or other charges?**

☐ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Engineering service and Procurement service

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

**Nature or property:**

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

**Basis for perfection:** _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** $_____

**Amount of the claim that is secured:** $_____

**Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $_____

**Annual Interest Rate** (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

| | Amount entitled to priority |
|---|---|
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/26/2026
MM / DD / YYYY

/s/Yijie Luo
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Yijie Luo
First name Middle name Last name

Title: BD Manager

Company: Chonfar Engineering and Technology Co., Ltd.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone Email





# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 927-7078 | International (310) 751-2651

**Debtor:**
26-90440 - Ascend Elements, Inc.
**District:**
Southern District of Texas, Houston Division

**Creditor:**
Chonfar Engineering and Technology Co.,Ltd.
No.360, Taohuaduan Road,
Dongjing Street, Yuhua District
Changsha , Hunan, 410116
China
**Phone:**
+86 18807416905
**Phone 2:**
**Fax:**
**Email:**
451178764@qq.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
Engineering service and Procurement service

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
275000

**Includes Interest or Charges:**
None

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Yijie Luo on 25-Apr-2026 9:31:09 p.m. Pacific Time
**Title:**
BD Manager
**Company:**
Chonfar Engineering and Technology Co., Ltd.

VN: 36739AB19A18A29743BD72AE4EFDBFFE

# Claims Explanation of Supporting documents

Chonfar Engineering and Technology Co., Ltd ("Chonfar") and Ascend Elements Inc ("AE") made a Engineering and Procurement service contract on April 2024, this is the project of pCAM phase 2 (responding to AE Apex 1 project, Chonfar also have contract with AE about pCAM phase 1, Apex 1 is divided by two parts, south for phase 1 and north for phase 2)

The project mentioned in this contract has been paused on Nov 2024, Among execution period, we have already completed some of the milestones required in the contract and submitted the corresponding deliverables. However, AE has only paid half of the corresponding milestone payment and has indicated that the remaining amount will be discussed when the project resumes. AE indicates that the project is expected to be restarted between January and February of 2025. However, AE has repeatedly used the excuse that they needed to concentrate on completing the phase 1 of the project as a reason for delay the project restart multiple times in the payment issue meetings and reply mails. In the final AE notification, it was stated that the project phase 2 has been closed.

In the payment matters for December 2024, AE has acknowledged that Chonfar had completed the relevant milestones and delivered the corresponding deliverables. However, at later meetings regarding the unpaid payment, their

opinion changed. AE believes that these deliverables still need to be optimized and cannot be regarded as 100% completed. Chonfar believes that this statement is no longer applicable. Chonfar believe that the project has been halted for an excessively long period, far exceeding the agreed-upon pause period stipulated in the contract (180 days, as stated in Section 10.2 "Termination" from the uploaded document "pCAM Phase 2 15KTA Engineering & Procurement Services Contract"). Therefore, Chonfar believes that AE should pay the full remaining amount since the project has been closed.

Due to internal issues within AE, the projects covered by the contract signed by both parties were halted or even closed. However, Chonfar has already completed some of the milestones and delivered the corresponding deliverables. AE only paid half of the money for these contents, and failed to properly handle the remaining ones subsequently. Moreover, the project has been closed. Chonfar believes that this is already an act of unilateral default by AE. Now, it is required that AE should pay the remaining unpaid amount after after the bankruptcy sale and liquidation process of AE, totaling in $275,000.

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ASCEND ELEMENTS

# ASCEND ELEMENTS ENGINEERING, PROCUREMENT AND COMMISSIONING SUPPORT SERVICES AGREEMENT

This Engineering, Procurement and Commissioning Support Services Agreement (the "Agreement") sets forth terms under which., Chonfar Engineering and Technology Co. Ltd a company organized under the laws of People's Republic of China with offices at No 360 Taohuaduan Road, Dongjingpu, Yuhua District, Changsha, Hunan Province ("Contractor") will, at the request of Ascend Elements, Inc., a Delaware corporation with offices at 133 Flanders Rd. Westborough, MA 01581 or an Affiliate ("Ascend Elements") provide certain services either directly to Ascend Elements or to customers of Ascend Elements. This Agreement is effective as of **April 02, 2024 ("Effective Date").** The parties agree as follows:

**1. Definitions.**

**"Action"** means a claim, suit, action, allegation, charge, or investigation, in each case brought by a third party, governmental authority or industry body.

"**Affiliate"** means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party hereto. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

"**Anti-Corruption Laws**" means anti-corruption or anti-bribery Laws, including the United States Foreign Corrupt Practices Act of 1977.

"**Deliverables**" means any report, code, scripts or software (whether in object or source code form), audio or visual material (including but not limited to, any content, print, images, photos, or digital media), documentation or other material or deliverables of any type provided by Contractor to Ascend Elements in connection with the Services as well as any related products, know-how, techniques, processes, algorithms, computer programs, databases, user interfaces, encoding techniques, inventions, ideas, concepts, discoveries, improvements, specifications, designs, methods, devices, systems, flow charts, diagrams, drawings, notes, documents or other materials or innovations of any kind (in any medium and in any stage of development or completion) made, conceived of, developed or first reduced to practice by Contractor (including any of its employees, agents or permitted subcontractors), alone or jointly with others, in connection with performing the Services.

"**Law(s)**" means any and all laws, treaties, conventions, directives, regulations, rules, ordinances, and judicial decisions in courts and tribunals of competent jurisdiction applicable to the Services or a party, including any subsequent amendments, modifications and revisions thereto, or subsequent versions thereof.

**2. Services.** Contractor will provide services ("**Services**") to Ascend Elements as described in the documents referenced and incorporated into this Agreement (collectively the "**SOW**" or "**Scope of Work**") as set forth in Exhibit B of the Agreement. Any of Ascend Elements Affiliates may enter into separate SOWs with Contractor for the provision of Services hereunder and each such SOW shall be deemed a legal obligation of the Affiliate and not that of Ascend Elements Inc. and for all purposes hereunder Ascend Elements as used herein shall be deemed to mean such Affiliate. Contractor will perform the Services in a prompt manner and at all times in accordance with the terms and conditions of the applicable SOW and this Agreement, including, without limitation, providing each Deliverable (if any) by no later than the delivery dates specified in the applicable SOW. At the direction of Ascend Elements, Contractor will provide Services directly to Ascend Elements or to customers of Ascend Elements on Ascend Elements behalf. The price of the Services is the price stated in the Compensation Schedule (refer to Article 9 below).

**3. Subcontractors.** Contractor will perform all Services only through its regular, full-time employees and may not subcontract any element of the Services without the prior express written consent of Ascend Elements. To the extent any such subcontractors are authorized by Ascend Elements, Contractor will (i) remain directly responsible to Ascend Elements for the acts or omissions of each subcontractor and (ii) ensure that each subcontractor is bound in writing to terms equally as protective of Ascend Elements as the terms and conditions of this Agreement.

**4. Title – Risk of Loss.** Title and risk of loss to all Deliverables, shall pass to Ascend Elements upon payment or delivery of the Deliverables, to Ascend Elements whichever is the earlier. Notwithstanding, there shall not, as a consequence of Contractor's passing title to Ascend Elements be any implied reduction or elimination of any duties or liabilities of Contractor under the Agreement and/or SOW.

**5. Representations and Warranties.**

5.1 **Contractor's Representations and Warranties**. Contractor hereby represents and warrants to Ascend Elements that:

(a) **Due Authority**. Contractor has full right and power to enter into and perform this Agreement without the consent of any third party, and its performance under this Agreement will not conflict with any other obligation Contractor may have to any other party.

(b) **Standard of Performance**. Contractor will perform the Services in a timely, professional and workmanlike manner and with a degree of quality equal to or higher than applicable industry standards for similar services. In addition, all Services and each Deliverable will conform in all material respects with the description and any other requirements set forth in the applicable SOW.

(c) **Compliance with Laws**. Contractor will ensure that the Services (including all Deliverables, if any) and Contractor's performance of its obligations under this Agreement are in compliance at all times with all applicable Law.

(d) **Licenses.** Contractor shall obtain, at its sole cost, all licenses, permits, certificates and authorizations necessary (i) for Contractor to do business in all jurisdictions where any part of this Agreement is to be performed, and (ii) in

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connection with Contractor's performance hereunder, and give all notices required under applicable Law.

(e) **Employment Law Compliance**. At all times during performance of this Agreement, Contractor shall remain in full compliance with all applicable Laws regarding the employment of Contractor's employees who are assigned to perform Services in connection with this Agreement, including, without limitation, all wage and hour obligations (including overtime compensation when applicable), the federal Fair Labor Standards Act, all other laws governing the payment of employee compensation, and all laws governing discrimination in employment, harassment, leaves of absence, reasonable accommodation of disabilities and other employment-related responsibilities of employers.

(f) **Payroll**. Contractor further understands and agrees that it shall have exclusive control over timekeeping and payroll for all Contractor's employees, and that it shall maintain all records and make all wage and other payments to employees in full compliance with applicable Laws. Ascend Elements shall have no role in paying or determining the compensation of Contractor employees.

(g) **No Litigation**. There are no pending Actions, and Contractor is not aware of any threatened Actions, pertaining to Contractor, the Services or the Deliverables. Contractor will notify Ascend Elements promptly if Contractor becomes aware of any actual or threatened Actions that would reasonably be expected to affect its ability to fully perform its duties under this Agreement.

(h) **Non-Solicitation of Personnel**. During the term of this Agreement and for a period of one (1) year thereafter, Contractor and its Affiliates will not, directly or indirectly, solicit or encourage any employee or consultant of Ascend Elements or its Affiliates to leave for any reason, including, without limitation, to accept employment or an engagement with any other company; provided that an employee or consultant being hired or engaged directly as a result of a general solicitation to the public shall not be deemed to be a violation of this provision.

5.2 **Examination of Requirements.** Contractor acknowledges that it has had the opportunity and has carefully examined all specifications, drawings, designs and other similar information related to this Agreement as well as governmental restrictions permits and license requirements, and all other law and rules applicable to the work to be done under this Agreement and has made all other investigations necessary to obtain a complete understanding of what is required to fully perform its obligations under this Agreement. Contractor further represents that, based on these examinations and investigations that it has all necessary business, professional and technical expertise as well as the equipment, plant and employee resources required to provide the equipment covered by this Agreement in accordance with specifications and drawings and the terms of this Agreement.

5.3 **Remedy of Defects**. Contractor will, without charge, correct any non-conformity, defect or malfunction in any Deliverable, equipment/materials reported by Ascend Elements within thirty (30) days of receipt of notice from Ascend Elements. The remedies set forth in this Section 5.3 will be non-exclusive.

5.4 **Process Guarantee**. Contractor shall provide process guarantee of the 2nd 15KTA pCAM plant. Further Contractor shall also ensure equipment suppliers provide the performance guarantee of the equipment supplied. The SAT procedure will be mutually agreed-upon between Contractor and Ascend Elements no less than sixty (60) days prior to the anticipated SAT. The acceptance criteria shall be based on the performance guarantees defined above. Both parties acknowledge that the system may be operated outside of the conditions for short periods of time without such conditions invalidating the process guarantee. The SAT shall include but not limited to the following:

(a) Last seven (7) consecutive days.

(b) Upon completion of a successful test, Contractor shall submit an SAT report to Ascend Elements.

(c) Ascend Element shall review the report within five (5) business days and confirm its agreement in writing or will specify the reasons that such guarantees have not been satisfied.

For downtime of less than six (6) hours during the SAT, a pause in the testing will occur, and testing will resume once the conditions resulting in the downtime have been corrected. The testing shall continue until the cumulative duration has been achieved. If the downtime is more than 6 hours the test may be cancelled or rescheduled. If the SAT is cancelled or rescheduled due to an item under Ascend Elements' responsibility, the SAT shall not be considered failed due to Contractor.

After completion of the SAT if the equipment designed by Contractor fails to comply with the performance guarantee requirements, then the SAT shall be considered failed. After any failed SAT Contractor shall provide a proposal to Ascend Elements within five (5) days outlining the corrective actions which may be taken to meet the required performance, including an estimation of the time to implement such corrective actions, as well as an estimate of the cost. If such proposal is accepted by Ascend Elements a subsequent SAT shall be performed. For clarity and avoidance of any doubt, Ascend Elements at its sole discretion elect not to implement the proposed corrective actions for whatsoever reasons.

Each subsequent SAT shall have the same duration, seven (7) consecutive days. Subsequent SAT's will be performed tentatively less than one (1) month after the corrections have been implemented. If failure(s) persists after a subsequent SAT, the cost associated with that subsequent SAT shall be at Contractor's expense. Contractor shall have one (1) month to apply corrective action and one (1) month after the corrections have been implemented to demonstrate the performance guarantees have been met. No more than three (3) SAT shall be performed.

If all SAT fail or if Ascend Elements elects not to implement the corrective actions submitted by Contractor, Ascend Elements shall retain and use any outstanding invoice

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payments to offset the costs spent by Ascend Elements to rectify the performances of the plant as well as the cost associated to the execution of the subsequent SAT. Ascend Elements shall use commercially reasonable efforts to operate the equipment, systems and/or pCAM plant until it passes SAT. In the event the costs exceed the above, Contractor shall reimburse Ascent Elements accordingly within 30 calendar days upon demand – refer to Exhibit F for the clarifications and modifications.

5.5 **Warranty**. Contractor represents and warrants that the services provided are:

(a) free of any claim of any nature by any third person.

(b) in strict accordance with the specifications or other requirements (including performance specifications and/or process performance guarantee) approved by Ascend Elements.

The warranty of the services commences twelve (12) months after commissioning whichever is the later.

**6. Review and Inspection.** Ascent Elements review of Contractor's and/or Contractor's technically approved vendors design/technical documents, inspection or failure to review such documents, inspect and accept or reject equipment/materials and/or systems or failure to detect defects by inspection, shall not relieve Contractor and/or its technically approved vendors from the responsibility to supply equipment/materials and/or systems that meet and comply with specification and/or requirements in the SOW. Ascend Elements payment for the Servjces shall not constitute its acceptance of the Services. Payment, if any, made for the Services rejected hereunder shall be promptly refunded by Contractor.

**7. Ownership of Deliverables.** Contractor agrees that all Deliverables will be the sole and exclusive property of Ascend Elements. Contractor will and hereby does irrevocably assign to Ascend Elements all right, title and interest in and to the Deliverables and all related intellectual property rights.

**8. Payment.** In exchange for Contractor's provision od Services and obligations under this Agreement, Ascend Elements will pay Contractor in accordance with the Compensation Schedule as set forth in Exhibit C of this Agreement. Payment of undisputed amounts in U.S. Dollars shall be made within thirty (30) calendar days after receipt of correct invoice and the appropriate supporting documents. Invoice and the value to be invoiced shall be submitted in accordance with the milestone payment schedule and other compensation basis as set forth in Exhibit C of the Agreement. Ascend Elements will not be liable for any taxes that Contractor fails to invoice. Ascend Elements may withhold amounts disputed in good faith while the parties attempt to resolve the dispute, and this will not constitute a breach. Ascend Elements will not reimburse Contractor for any expenses unless such expenses are specified in the applicable SOW. When specified in the applicable SOW, Ascend Elements will reimburse reasonable, pre-approved (in writing) travel and related expenses incurred by Contractor in performing the Services, but only in accordance with Ascend Elements then-current travel and expense policies, including, without limitation, the furnishing of copies of receipts and other customary documentation for any expenses for which Contractor requests reimbursement. Ascend Elements will have no obligation to pay any reimbursable expenses that Contractor fails to invoice within ninety (90) days after the expenses were incurred. Contractor acknowledges that this Section 8 sets forth the only compensation that Contractor is entitled to receive in exchange for the Services and Contractor will not be entitled to any other payments, reimbursements, royalties or consideration of any kind.

**9. Price.** The Prices in the Compensation Schedule as set forth in Exhibit C of this Agreement are firmed and not subject to escalation through to the completion of performance of this Agreement and shall only be changed by means of Change Order(s).

**10. Term and Termination.**

10.1 **Term.** This Agreement remains in effect unless terminated in accordance with this Section 10.

10.2 **Termination**. Either party may terminate this Agreement if the other party: (a) fails to cure any breach of this Agreement (including any applicable SOW) within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). In addition, either party may terminate this Agreement at any time when there is no SOW in effect for at least one hundred eighty (180) days upon ten (10) days' advance written notice to the other party. Notwithstanding anything to the contrary, Ascend Elements may terminate this Agreement, including any and all SOWs, for convenience at any time upon fifteen (15) days' advance written notice to the other party. Any termination hereunder by Ascend Elements for a breach by Contractor which is subsequently determined not to be a breach shall be treated as a termination for convenience. In the event Ascend Elements terminates a Statement of Work (whether terminated for convenience or otherwise), Ascend Elements' only liability will be to pay Contractor for the work completed due under the SOW with respect to Services provided through the date of termination.

10.3 **Effect of Termination**. Upon any expiration or termination of this Agreement for any reason, or upon earlier request by Ascend Elements, Contractor will promptly deliver to Ascend Elements

(a) All Deliverables (in whatever state of completion) and return or (if directed by Ascend Elements) destroy all Confidential Information and derivatives thereof.

(b) Services that have been paid and/or pending payment.

Except for termination for convenience, the termination of this Agreement is not an exclusive remedy and the exercise of either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. Sections 5

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(Representations and Warranties), 7 (Ownership of Deliverables), 11 (Independent Contractor), 13 (Confidential Information), 14 (Access to Ascend Elements Facilities), 15 (Publicity and Records), 16 (Indemnification), 17 (Limitation of Liability), 18 (Bankruptcy), 20 (Inventions), 21 (Intellectual Property), 26 (Governing Law), 27 (Dispute Resolution) and the provisions of this Section 10 will survive any expiration or termination of this Agreement.

**11. Independent Contractor.** Contractor will be solely responsible and liable for any compensation due to Contractor's employees, agents or permitted subcontractors and employment-related taxes, insurance premiums or other employment benefits required to be provided to Contractor's employees, agents or permitted subcontractors under applicable foreign, federal, state and local laws, statutes, orders and regulations. Neither Contractor nor any of Contractor's employees, agents or permitted subcontractors will be eligible for any benefits from Ascend Elements (including, without limitation, vacation or illness payments, stock awards, bonus plans, profit sharing, health insurance or retirement benefits) normally provided by Ascend Elements to its employees. Contractor will defend, indemnify and hold harmless Ascend Elements, its Affiliates and its and their officers, directors, and employees from and against all Actions and all related losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) arising from or relating to any liability imposed on Ascend Elements or its Affiliates to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by Contractor pursuant to this Agreement. Contractor will perform services and/or work under this Agreement or any SOW in the capacity of independent contractor, and not as an employee, partner, agent or joint venture partner. Ascend Elements will not be responsible for the payment of any duties or taxes imposed on the income or profits of Contractor. Neither party will make any commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so.

**12. Insurance.** Contractor is solely responsible for maintaining such health, automobile, workers' compensation, unemployment compensation, disability, liability, and any other type of insurance required by law as set forth in Exhibit A.

**13. Confidential Information.** Other than in the performance of the Agreement, Contractor nor Contractor's agents, employees, or subcontractors will use or disclose to any person or entity any Confidential Information (as defined below) of Ascend Elements, whether in written, oral, electronic or other form, that is obtained from Ascend Elements or otherwise prepared or discovered either in the performance of this Agreement or while on Ascend Elements premises. "Confidential Information" means any and all information designated by Ascend Elements as confidential or proprietary, all information or data concerning or related to Ascend Elements products or services (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or business operations (including sales, costs, profits, pricing methods, organization, and employee and customer lists), including any information of the foregoing nature received from Ascend Elements related to Ascend Elements customers or suppliers, and any other information that is of such a nature that a reasonable person would believe it to be confidential or proprietary. The Deliverables constitute Confidential Information of Ascend Elements. The provisions of this Section 11 relating to use and disclosure will not apply to any information that: (i) is rightfully known to Contractor prior to disclosure by Ascend Elements, (ii) is rightfully obtained by Contractor from any third party without restrictions on disclosure, (iii) is or becomes available to the public without restrictions, (iv) is independently developed by Contractor without violating its obligations under this Agreement, or (v) is disclosed with the prior written approval. Contractor may make disclosures to the extent required by law or court order, provided that Contractor notifies Ascend Elements in advance and cooperates in any effort to obtain confidential treatment. Contractor acknowledges that unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy.

In event of actual or threatened unauthorized use or disclosure by Contractor, its employees, agents, or subcontractor, Ascend Elements will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. The obligations set forth in this Section will survive any expiration or termination of this Agreement.

**14. Access to Ascend Elements Facilities**. To the extent Contractor is granted access to Ascend Elements facilities, Contractor will comply with any safety, control, protection, and other policies and guidelines as Ascend Elements may provide from time-to-time and will be solely liable for its acts or omissions while at any site, including, without limitation, those resulting in personal injury or property damage.

**15. Publicity and Records.** Contractor will not publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of Ascend Elements, except as may be required by Law. No references to Ascend Elements, its Affiliates, trade names, trademarks, service marks, brands, marks, logos, codes, drawings or specifications will be used in any of Contractor's advertising, promotional efforts or any publicity of any kind, without Ascend Elements prior written consent, which consent may be withheld in Ascend Elements sole discretion in accordance with Ascend Elements policy that may be changed from time to time. In particular no press releases will be made without the mutual written consent of each party. Written consent from Ascend Elements shall only be valid if issued by an authorized representative. Contractor will keep and maintain complete and accurate records in connection with its performance of the Services, providing of the Deliverables and all reimbursable expenses, fees, if any charged to Ascend Elements under this Agreement and will retain these records for at least three (3) years after the amounts documented in these records become due. Ascend Elements may audit such systems, procedures and records during regular business

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hours upon reasonable advance notice and subject to reasonable confidentiality procedures.

**16. Indemnification.**

(a) Each Party will defend, indemnify and hold harmless to other party, its Affiliates and its officers, directors, employees, customers, agents, attorneys and insurers from and against any and all third party Actions and all related losses, liabilities, damages, expenses and costs (including reasonable attorneys' fees and court costs) to the extent arising from or relating to: (i) any breach or alleged breach of any representation, warranty, covenant or other provision of this Agreement (including any SOW); (ii) any violation of law; (iii) infringement or misappropriation of patent, copyright, trade secrets or other intellectual property rights of any third party; (iv) any injury including bodily injury, disability or death, personal injury or property damage or any damages, resulting from design sustained by Ascend Elements or by Ascend Elements agents, subcontractors or employees; or (v) any injury including bodily injury, disability or death, personal injury or property damage or any damages, regardless of fault, sustained by Contractor, or by Contractor's agents, subcontractors or employees.

(b) Indemnification Procedures. Ascend Elements will give Contractor written notice of any such Action or claim as to which Contractor has a duty to indemnify Ascend Elements hereto under this Section. Contractor shall have the right to control the defense (using counsel reasonably acceptable to Ascend Elements) of any claim brought against Ascend Elements as to which Contractor has a duty to provide indemnity under this Section, with all reasonable attorneys' fees, costs and other expenses of such defense being paid in full by Contractor. Ascend Elements has the right to participate in the defense of any such Action. In no event will Contractor settle, compromise or consent to the entry of judgment in any Action without Ascend Elements prior written consent, which shall not be unreasonably withheld, delayed or conditioned.

**17. Limitation of Liability**. In no event shall Ascend Elements aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise exceed the lesser of: (i) Contractor's actual damages, or (ii) the total aggregate amount paid by Ascend Elements to Contractor for Services performed in accordance with this Agreement in the month before such liability is assessed or the month before termination of the Agreement, whichever is earlier. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ASCEND ELEMENTS WILL NOT BE LIABLE TO CONTRACTOR FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES, UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE).

**18. Bankruptcy.** The parties agree that, in the event of the commencement of bankruptcy proceedings by or against a party under applicable Law, the other party will be entitled, at its option, to retain all of its rights under this Agreement pursuant to applicable Law.

**19. Force Majeure.** Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected including, but not limited to, acts of God or the public enemy; expropriation or confiscation of whole or part of the Facilities; war, rebellion, sabotage or riots; pandemic, lockdowns; sanctions, embargoes; severe disruptions to the labor supply or supply chain, earthquakes, severe flooding or unusually severe weather that could not reasonably have been anticipated; fires, explosions or other catastrophes; unresolved community protest, authorities restrictions that prevents construction of the facilities in the current selected location; strikes or any other concerted acts of workmen; or other similar o:ccurrences which are not within the control of the party affected and which by the exercise of reasonable diligence said party is unable to prevent or provide against. The parties agree that the remedy for Force Majeure occurrences shall be as follows:

(a) Should either party be delayed in performance of this Agreement by an occurrence which it considers to be Force Majeure and should either party be unable to avoid or prevent said delay by reasonable effort, the party affected shall promptly give notice to other party and shall do all things reasonably possible to remove the cause and mitigate its effects. If Contractor's performance is delayed by Force Majeure, appropriate adjustments shall be made to the work schedule. Notwithstanding there shall be NO adjustment to Price NOR any claim for damages, consequential losses or loss of anticipated profits.

(b) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages, consequential losses or loss of anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure.

(c) If performance of this Agreement is suspended for sixty [60] consecutive days, then the parties shall mutually agree on the amicable way forward which may include termination of the Agreement as a last resort.

**20. Inventions**. Contractor shall promptly disclose to Ascend Elements all inventions, discoveries, and improvements [whether patentable or not] conceived or made by Contractor's personnel, either alone or jointly with others, or its vendors in the course of performance of this Agreement. At Ascend Elements' request, Contractor shall assign and require its personnel to assign to Ascend Elements or to its designee, each such invention, discovery, and improvement. Contractor shall also require its employees to execute such papers as Ascend Elements requests in connection with the assignment or prosecution of patents or patent applications covering each such invention, discovery, or improvement in all countries specified by Ascend Elements and to render reasonable assistance to Ascend Elements in connection with protecting Ascend Elements' rights to such invention, discovery or improvements.

**21. Intellectual Property.** If Ascend Elements furnishes the design for the equipment/materials or requires Contractor to prepare a design for the equipment/materials, then Ascend Elements will own all intellectual property rights relating to

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such design and Contractor agrees to assign all rights in such designs to Ascend Elements. Ascend Elements does not transfer to Contractor and/or its vendors any patent, trade secret, trademark, service mark, copyright, or other intellectual property right of Ascend Elements. Contractor will indemnify, protect, defend or settle (at Contractor's expense), and hold harmless Ascend Elements, its parents, affiliates, and its and their directors, officers, employees, agents, successors and assigns, and the users of equipment/materials ("Indemnitees") from all liabilities, and all other obligations and proceedings, and all fines and penalties imposed upon, Indemnitees and all attorney fees and any other cost of litigation (collectively "Labilities") incurred as a result of actual or alleged infringement of any present or future or actual or alleged intellectual property right of any third party arising from Ascend Elements' purchase, use or sale of equipment/materials supplied under this Agreement. In the event of an allegation of intellectual property infringement or if the use or sale of the equipment/materials are enjoined, Contractor will, at its own expense and at Ascend Elements' option, either (i) procure the right to continue using the equipment/materials; (ii) make such alterations modifications or adjustments to the equipment/materials so that they become non-infringing without incurring a material diminution in performance or function. All such obligations of Contractor to indemnify, hold harmless, protect and defend Ascend Elements are in addition to Contractor's warranty obligations and all other rights or remedies of Ascend Elements and will survive acceptance and use of, and payment for, the equipment/materials, and completion, termination, or cancellation of this Agreement if any settlement requires an affirmative obligation (other than ceasing use of the equipment/materials) of, results in any ongoing liability to or prejudice or detrimentally impacts Ascend Elements in any material way, then such settlement shall require Ascend Elements' written consent and Ascend Elements may have its own counsel in attendance at all proceedings and substantive negotiations relating to such liabilities.

**22. Anti-Corruption; Morals.**

(a) Contractor represents and warrants to Ascend Elements that Contractor and Contractor personnel are currently complying, and have at all times complied with, and will comply with all Anti-Corruption Laws. After Contractor's reasonable inquiry, neither Contractor nor Contractor personnel have during the five (5) years prior to the Effective Date: (1) taken any direct or indirect action that would result in a violation of any applicable Federal or State Anti-Corruption Laws, including, for purposes of securing an improper advantage, the making, offering or authorizing any bribe, facilitation or other payment, gift, entertainment, rebate, or any other thing of value to any government official or employee, political party or official, or candidate, a public international organization, a commercial entity or individual, whether tangible or intangible, to secure an improper advantage, (2) been under, an administrative, civil or criminal investigation, in connection with alleged or possible violations of applicable Federal or State Anti-Corruption Laws, or (3) received notice from, or made a voluntary disclosure to, any governmental entity regarding alleged or possible violations of any applicable Federal or State Anti-Corruption Laws; and to Contractor's knowledge, its financial records are sufficiently accurate and complete to demonstrate its compliance with the applicable Federal or State Anti-Corruption Laws, represent actual bona fide transactions, and have been maintained in accordance with sound business practices, including the maintenance of adequate internal accounting controls. If Contractor suspects any breach of this provision, to the fullest extent permitted by applicable Federal or State Anti-Corruption Laws, Contractor will promptly notify Ascend Elements in writing of its suspicions and cooperate with Ascend Elements in the resolution of issues raised.

(b) If Contractor or any of its officers, directors, board members, principals, employees, agents, or representatives of Contractor commits any act which, in the reasonable and good faith opinion of Ascend Elements, would disparage or impair the reputation and/or integrity of Ascend Elements (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violations or any other act of moral turpitude) or fails to comply with the Code of Conduct Policy for Business Partners, Ascend Elements shall have the right to terminate this Agreement without liability to Contractor upon thirty (30) days written notice.

**23. Non-Exclusivity.** This Agreement shall not be construed as granting to Contractor the exclusive right to provide the Services for Ascend Elements. Ascend Elements reserves the right to contract with other parties for such Services as it deems necessary. The Parties further agree that Ascend Elements is not obligated to purchase any minimum amount of Services from Contractor under this Agreement.

**24. Assignment.** Contractor may not assign this Agreement without the prior written consent of Ascend Elements and any attempt to do so will be void. Notwithstanding the foregoing, Ascend Elements may assign this Agreement to (a) an Affiliate or (b) any other entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities or assets of Ascend Elements. All rights, benefits, and protections granted to Ascend Elements pursuant to this Agreement extend to its Affiliates. Any notice or consent under this Agreement will be in writing, which may be delivered personally or via mailed, by prepaid, certified mail or overnight courier, to the address specified below.

**25. Waiver.** No provision of this Agreement will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition by Ascend Elements arising from this Agreement: (a) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement, or (b) any act, omission, or course of dealing between the Parties. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or

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eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**26. Governing Law.** This Agreement will be deemed to have been made in and will be construed pursuant to the laws of the State of Delaware and the United States without regard to conflicts of law's provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.

**27. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of three arbitrators. The place of arbitration will be Suffolk County, Massachusetts. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Ascend Elements' failure to assert any right is not a waiver of such right or any other right. Any remedies provided herein to Ascend Elements are cumulative and in addition to any other remedies provided in law or equity or by statute. **EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY AND THE RIGHT THERETO IN ANY ACTION OR PROCEEDING OF ANY KIND, ARISING UNDER OR OUT OF, OR OTHERWISE RELATED TO OR OTHERWISE CONNECTED WITH THIS AGREEMENT AND ANY RELATED DOCUMENT.**

**28. Severability**. Should any provision hereof be found to violate any statute or regulation or by the operation of law be deemed invalid, all other provisions contained herein shall be considered separable and shall remain in full force and effect, and the parties shall negotiate in good faith to replace the invalid clause or clauses with provisions having similar business purposes that are consistent with this Agreement.

**29. Entire Contract**. Any amendments to this Agreement or any SOW will be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Agreement (including any executed SOWs) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

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Accepted and agreed to as of the Effective Date by the authorized representative of each party:

| **Contractor Name** | | **Ascend Elements, Inc.:** | |
|---|---|---|---|
| Signature: | | Signature: | DocuSigned by: 37EC7AE24B9243C... |
| Print Name: | **Luo Mingcong** | Print Name: | **Andrew Aberdale** |
| Print Title: | **Dean of Energy and Environment Design Institute** | Print Title: | **Chief Financial Officer** |
| Date: | 4/8/2024 | Date: | 4/16/2024 |

Notice Address:
No.360 Taohuaduan Rd, Yuhua district, Changsha, Hunan Province P.R.C.

Attention:

Email: luomingcong@sinochem.com

Notice Address:

133 Flanders Rd. Westborough, MA 01581

Attention: Legal Department

Email: llochhead@ascendelements.com

This Contract is comprised of the following documents listed below:

1) Agreement Principal Document Articles 1 through Article 29 as may be modified by resolutions to exceptions/clarifications as set forth in Exhibit F.
2) Exhibit A - Insurance.
3) Exhibit B - Scope of Work Summary.
4) Exhibit C - Prices.
5) Exhibit D - 15KTA pCAM Project Phase 2 Engineering and Procurement Scope of Work.
6) Exhibit E - Technical & Execution Proposal Clarification Questions Responses & Resolutions.
7) Exhibit F - Exceptions/Clarifications to Principal Document and Resolutions

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ASCEND ELEMENTS

## Exhibit C

**Prices**

**Table 1 – Lump Sum Price and Performance Incentive**

| No | Description | Amount (USD) |
|---|---|---|
| 1 | **Lump Sum Price for the scope as stipulated in Exhibit B (to be paid per Table 3 - Milestone Payment Schedule below)** | **$2,200,000** |
| 2 | **Performance Incentive (Table 4 - To incorporated Later)** | **$200,000** |

**Table 2 - Cost Deduct for Scope Deletion**

In the event the following scopes could not be performed for whatsoever reasons the cost deduct for the scope deletion shall be in accordance with the Table below.

| Scope | Cost Deduct $ |
|---|---|
| HVAC design and preparation of RFQ is deleted. Contractor'sscope is to provide inputs to US EPC Contractor to perform detailed design and procure. | $130,000 |
| Electrical design and preparation of RFQ for MCC is deleted. Contractor's scope is to provide inputs/load list information to US EPC Contractor to perform detailed design and procure. | $40,000 |

**Table 3 - Milestone Payment Schedule**

| No | Payment Milestone | Amount(USD) |
|---|---|---|
| 1 | Submitted a comprehensive Master Document Register (1st Issue Agreed by AE) | $100,000 |
| 2 | **Completed HAZOP** | $50,000 |
| 3 | **Finalized P&IDs incorporating HAZOP Comments** | $50,000 |
| 4 | **Completed 30% Design with key deliverables:**<br>a) Heat and Material Balance<br>b) Block Flow Diagrams<br>c) Process Flow Diagrams<br>d) Pipe, pipe fittings and valve specification/data sheet<br>e) Piping layout completion at 30%<br>f) Electrical load list - 1st Issue | $500,000 |
| 5 | **Repurpose Metal Extraction MVR** | $50,000 |
| 6 | **Completed 30% Model Review plus Piping Materials Take Off (as may be required)** | $100,000 |
| 7 | **Completed 60% Design with Key Deliverables:**<br>**Process**<br>a) Process description<br>b) Process Design Calculations<br>c) Line list (using AE template) 1st Issue<br>**Piping**<br>a) Valve list (using AE template) 1st Issue<br>b) Piping layout completion at 60%<br>c) Valve data sheets at 60%<br>**Instrumentation**<br>a) Instrument index / list<br>b) Instrument datasheets at 60%<br>c) Control narratives<br>d) Cause & Effect Summary<br>e) Instrument and Control System Schematics<br>f) Instrument Power and Utility Requirements<br>g) Loop Drawings<br>h) Instrument Input/Output List<br>**Electrical**<br>Electrical load list – Final<br>a) Single line diagram<br>b) Cable schedule at 60%<br>c) Electrical equipment layout drawings<br>d) Electrical junction boxes / HOA / cabinets layout drawings<br>**Mechanical/Structural/Others**<br>a) Equipment layout & mounting drawings for all equipment (atinstalled location) 1st Issue<br>b) All supporting and access platforms to equipment<br>c) Material Handling Study (Preliminary) | $300,000 |

ASCEND ELEMENTS

Cont'd

| No | Payment Milestone | Amount(USD) |
|---|---|---|
| 8 | **Completed 60% Model Review, Piping Materials MTO with Isometrics** | $200,000 |
| 9 | **Completed 90% Design with Key Deliverables:**<br>**Process**<br>a) Line list (using AE template) Final.<br>**Piping**<br>a) Piping layout completion at 100%<br>b) Valve list (using AE template) at 100% Final<br>c) All piping structural supports for pipes of all sizes<br>**Instrumentation**<br>a) Instrument datasheets at 90%<br>b) Instrument layout drawings<br>c) Instrument control cabinets / HMIs / PLCs layout drawings<br>d) All instrument cable tray structural supports<br>e) Control Room Layout<br>f) Instrument Junction Box Schedules<br>g) Instrument Location Drawings<br>h) Interconnection Diagram for Instrumentation<br>i) Instrument cable routing layout<br>j) Instrument Cable Schedule<br>**Electrical**<br>a) Electrical load list – Final<br>b) Cable schedule at 100%<br>c) All electrical cable tray structural supports<br>**Mechanical/Structural/Others**<br>a) Equipment layout and mounting drawings for all equipment (at installed location) Final<br>b) All supporting and access platforms to equipment<br>c) Material Handling Study Final<br>d) Material handling monorail / support | $200,000 |
| 10 | **Completed 90% Model Review, Piping Materials MTO with Isometrics** | $150,000 |
| 11 | **Completed 100% Design with Key Deliverables:**<br>a) Instrument Cable Schedule 100%<br>b) Instrument datasheets at 100%<br>c) Cable Schedule at 100%<br>d) All Other Engineering Deliverables | $100,000 |
| 12 | **Conversion of documentation to American Standard & Handover Final Design Drawings As-Builts in pdf and readable CAD.** | $50,000 |
| 13 | **Handover Operation Manual** | $50,000 |
| 12 | **50% of Process Equipment RFQ up to the stage ready for issuance of purchase order (PO) or pre-PO.** | $150,000 |
| 13 | **Remaining 50% of Process Equipment RFQ up to the stage ready for issuance of purchase order (PO) or pre-PO.** | $150,000 |
| | **Lump Sum Price** | **$2,200,000** |

**Table 4 - Performance Incentive – To be incorporated later.**

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**Table 5 - Site Support and/or Provision of Resources on Call-off Basis/Changes**

| | | All-inTime Rate USD per Day* | |
|---|---|---|---|
| **No.** | **Position** | **In China** | **In USA** |
| 1 | **Project Manager** | **$800** | **$900** |
| 2 | **Engineering Manager** | **$700** | **$800** |
| 3 | **Lead Process Engineer** | **$600** | **$700** |
| 4 | **Lead Mechanical Engineer** | **$600** | **$700** |
| 5 | **Lead Piping Engineer** | **$600** | **$700** |
| 6 | **Lead Electrical Engineer** | **$600** | **$700** |
| 7 | **Lead Instrumentation and Controls Engineer** | **$600** | **$700** |
| 8 | **Lead Structural Engineer** | **$600** | **$700** |
| 9 | **Process Engineer** | **$500** | **$600** |
| 10 | **Mechanical Engineer** | **$500** | **$600** |
| 11 | **Piping Engineer** | **$500** | **$600** |
| 12 | **Electrical Engineer** | **$500** | **$600** |
| 13 | **Instrumentation and Controls Engineer** | **$500** | **$600** |
| 14 | **Structural Engineer** | **$500** | **$600** |
| 15 | **SAT Specialist** | **$500** | **$600** |
| 16 | **Site Supervision Engineer** | **$500** | **$600** |
| 17 | **Commissioning/Start-up Engineer** | **$500** | **$600** |

*The All-in-Time Day Rate is for Contractor's personnel only.
The USA rate shall be applicable in the event Contractor is required to provide services in-country in USA. For clarity and avoidance of any doubt the USA All-in-Time Day Rate shall exclude round trip air-ticket, accommodation, inland transportation, meals and incidentals which shall be compensated on reimbursable cost basis or other mutually agreed mechanism accordingly.

In the event Worley or 3rd party engineering company personnel is required to supplement Contractor's team for Change Order work the All-in-Time Day Rate for such personnel to be determined on a case-to-case basis.

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**2nd 15 KTA Engineering and Procurement Services Contract Technical & Execution Proposal Clarification Questions Responses & Resolutions** **Exhibit E**

| S/N | Ques No. | Clarification Question | Date Issued | Discipline | Contractor's Response & Remarks | Resolution |
|---|---|---|---|---|---|---|
| 1 | BS-001 | Upgraded Bluestar Technical and Execution Proposal to be resubmitted in Bluestar letter head. Current latest proposal has been submitted in AE template with AE's logo. | Feb 20, 2024 | General | Bluestar confirms compliance. | Resolved. |
| 2 | BS-002 | Clarification on Part IIA of Bluestar Exceptions/Deviations/Clarifications with respect to Engineering and Procurement Scope of Work, Section 3.1 with respect to civil/structural scope:<br><br>A) AE US engineering contractor's scope include design of the building including the building structures.<br><br>B) Bluestar's scope shall include:<br>a) Review AE US engineering contractor's current main structural design, ~~to~~ minimize the structure modification, provide the connections and modifications proposals as required as well as the ~~and~~ detailed drawings.<br>b) Design and provide drawings of pipeline support.<br>c) Design and provide drawings of cable tray routing and support; including junction box layout and support.<br>d) Design and provide drawings of all equipment operation and maintenance platforms.<br>e) Design and provide drawings of equipment foundation, equipment mounting details.<br><br>Bluestar to confirm compliance. | Feb 20, 2024 | Civil/ Structural | a) Bluestar confirms could undertake scope on the premise of:<br><br>i) AE's confirmation that the main process equipment is basically similar and no significant change to the current 1st 15 KTA design.<br><br>ii) Further, AE confirmation that the layout to the extent possible and practicable shall mirror the current 1st 15KTA design.<br><br>b) Bluestar confirms compliance.<br>c) Bluestar confirms compliance.<br>d) Bluestar confirms compliance.<br>e) Bluestar shall only be responsible for design of equipment foundation rooted on the ground level. Bluestar scope excludes design of equipment foundations on platforms. | a) Resolved.<br>b) Resolved.<br>c) Resolved.<br>d) Resolved.<br>e) Resolved. |
| 3 | BS-003 | MDR to include Electrical and Instrument cable trays routing layout. Bluestar to confirm compliance. | Feb 20, 2024 | MDR | Bluestar confirms compliance. | Resolved. |
| 4 | BS-004 | Clarification on Part IIA of Bluestar Exceptions/Deviations/Clarifications with respect to Engineering and Procurement Scope of Work on Bluestar MDR.<br><br>BS to submit a full detailed comprehensive MDR listing all design and procurement documents and/or drawings related to the scope of work. The MDR shall include for each and every document and/or drawing the description, document number, planned issue date, etc. Further the MDR shall be ***updated and submitted weekly*** to reflect the status of actual issue date, revision number etc. for review, tracking and status reporting purposes.<br><br>Further for clarity and avoidance of any doubt Section 6.1 Contractor Engineering & Procurement Deliverables of the Engineering and Procurement Scope of Work document provides the framework of the expected deliverables. As such is not meant to be exhaustive. The comprehensive MDR shall include ***ALL documents and/or drawings*** required for the scope of work.<br><br>Bluestar to confirm compliance. | Feb 20, 2024 | MDR | Bluestar confirms compliance. | Resolved. |
| 5 | BS-005 | Further for clarity and avoidance of any doubt Section 6.2 Vendor Generic Deliverables List of the Engineering and Procurement Scope of Work document provides the framework of the expected vendor deliverables. As such is not meant to be exhaustive. The comprehensive VDR shall include **ALL documents and/or drawings** required for the respective vendors scope of work.<br><br>Vendors to submit a full detailed comprehensive VDR listing all design documents and/or drawings related to the their respective scope of work. The VDR shall include for each and every document and/or drawing the description, document number, planned issue date, etc. Further the VDR shall be **updated and submitted weekly** to reflect the status of actual issue date, revision number etc. for review, tracking and status reporting purposes.<br><br>Bluestar's scope includes follow up and compliance by vendors.<br><br>Bluestar to confirm compliance. | Feb 20, 2024 | VDR | Bluestar confirms compliance. | Resolved. |
| 6 | BS-006 | Interview to be arranged for Lead Mechanical Engineer (Feng Chao) to determine proposed candidate relevant static and rotating equipment experience. | Feb 20, 2024 | Personnel | Based on the interview assessment AE is agreeable to Feng Chao for the Lead Mechanical Engineer role. | Resolved. |

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**2nd 15 KTA Engineering and Procurement Services Contract Technical & Execution Proposal Clarification Questions Responses & Resolutions** **Exhibit E**

<table>
<tr><th>S/N</th><th>Ques No.</th><th>Clarification Question</th><th>Date Issued</th><th>Discipline</th><th>Contractor's Response & Remarks</th><th>Resolution</th></tr>
<tr><td>7</td><td>BS-007</td><td>Resolve proposed Lead Structural Engineer Ms Li Lirong collocate availability (timing/duration) at Bluestar Changsha office. Alternate candidate to be proposed if she is not able to collocate with the team in Changsha.</td><td>Feb 20, 2024</td><td>Personnel</td><td>Bluestar proposed Yan An to replace Li Lirong for Lead Structural Engineer role. Based on the interview assessment AE is agreeable to Yan An for the Lead Structural Engineer role.</td><td>Resolved.</td></tr>
<tr><td>8</td><td>BS-008</td><td>Bluestar shall identify the respective piping and I&E layout engineer in the proposed organization chart responsible for:<br>1) 3D model - Name of proposed piping engineer: __Hongtao Zuo_____<br>2) Stress analysis - Name of proposed piping engineer: __Songlin_Yan_____<br>3) I&E 3D model - Name of proposed I&E engineer: _____Andi Shen_____</td><td>Feb 20, 2024</td><td>Personnel</td><td>Refer to the key personnel and organization chart incorporated in Appendix VI of Exhibit D -15 KTA pCAM Project Phase 2 Engineering and Procurement Scope of Work.</td><td>Resolved.</td></tr>
<tr><td>9</td><td>B-009</td><td>Bluestar shall identify the respective mechanical engineer in the proposed organization chart responsible for:<br>1) Static equipment - Name of proposed mechanical engineer: ____Chao Feng_____<br>2) Rotating equipment - Name of proposed mechanical engineer: ___Zhiyong Liu_____</td><td>Feb 20, 2024</td><td>Personnel</td><td>Refer to the key personnel and organization chart incorporated in Appendix VI of Exhibit D -15 KTA pCAM Project Phase 2 Engineering and Procurement Scope of Work.</td><td>Resolved.</td></tr>
<tr><td>10</td><td>BS-010</td><td>Bluestar to mark-up and identify personnel in the proposed organization chart who will NOT be located in Changsha office.</td><td>Feb 20, 2024</td><td>Personnel</td><td>Refer to the key personnel and organization chart incorporated in Appendix VI of Exhibit D -15 KTA pCAM Project Phase 2 Engineering and Procurement Scope of Work.</td><td>Resolved.</td></tr>
<tr><td>11</td><td>BS-011</td><td>Bluestar shall responsible for process design and equipment integration.<br><br>Bluestar to confirm compliance.</td><td>Feb 20, 2024</td><td>Process</td><td>Further discusion needed, "equipment integration" need to be clear the details scope.</td><td>Refer to BS-018.</td></tr>
<tr><td>12</td><td>BS-012</td><td>Bluestar shall provide 34 reactors calculation basis. AE R&D is working on optimized reaction in order to achieve 2nd 15kta with 16 reactors. Currently the layout shall be mirrored between South and North, with 16 reactors in the North.<br><br>The intention is to resolve the this issue prior to award.</td><td>Feb 20, 2024</td><td>Process</td><td>The detail calculations will be provided and discussed during detailed engineering. In the event there is differing quantities of reactors, Bluestar will be agreeable to Ascend Elements quantities as the basis of design provided Ascend Elements guarantee the capacity of reactor can be reached to the theoretical yield.</td><td>Resolved.</td></tr>
<tr><td>13</td><td>BS-013</td><td>AE plans to repurpose the ME Na2SO4 MVR and ME NaCl MVR that were purchased from ENCO. Bluestar to confirm compliance and upgrade proposal accordingly.</td><td>Feb 20, 2024</td><td>Process</td><td>Ascend Elements to provide the detailed and complete equipment list which need to be reuse and repurpose (MVR, centrifuge, filter press, pump). Bluestar confrims the repurposing of the equipment is included in detailed engineering scope.</td><td>Resolved.</td></tr>
<tr><td>14</td><td>BS-014</td><td>AE's equipment/tool count is as listed below. Unless Bluestar process design differs Bluestar to confirm compliance and upgrade proposal accordingly.
<table>
<tr><th></th><th></th><th></th><th>23kta - additional 8kta</th><th></th><th>30kta - additional 7kta</th><th></th><th></th></tr>
<tr><th>Process Step</th><th>kta pCAM - current</th><th>Tool units - current</th><th>additional tools for 23kta</th><th>kta</th><th>additional tools for 30kta</th><th>kta</th><th>Comments</th></tr>
<tr><td>Leaching</td><td>30</td><td></td><td>0</td><td>30</td><td>0</td><td>30</td><td></td></tr>
<tr><td>Impurity removal Al, Fe</td><td>39</td><td></td><td>0</td><td>39</td><td>0</td><td>39</td><td></td></tr>
<tr><td>Cu removal - ElectraMet</td><td>21.7</td><td>9 skids</td><td>0</td><td>23</td><td>4 skids</td><td>30</td><td></td></tr>
<tr><td>Zn removal - IX</td><td>21.9</td><td>6</td><td>10%</td><td>23</td><td>40%</td><td>30</td><td>Will size current unit for 30kta</td></tr>
<tr><td>MSS adjustment</td><td>28.5</td><td>5</td><td>0</td><td>28.5</td><td>25%</td><td>30</td><td></td></tr>
<tr><td>pCAM synthesis</td><td>15</td><td>16</td><td>9</td><td>23</td><td>7</td><td>30</td><td>Assuming future recipe development to achieve 15kta with 16 reactors including OEE</td></tr>
<tr><td>Centrifuge</td><td>14</td><td>24</td><td>18</td><td>23</td><td>12</td><td>30</td><td>Adding 4 centrifuges to 24 count assuming 85% OEE. 73% OEE would add 6-8 centrifuges</td></tr>
<tr><td>Drying line</td><td>14</td><td>4</td><td>3</td><td>23</td><td>1 drying oven 1-2 plates</td><td>30</td><td>3-3.5kta/dry line. Need 7 total for 23kta.</td></tr>
<tr><td>Packaging line</td><td>17.3</td><td>4</td><td>2</td><td>23</td><td>2</td><td>34</td><td>1 per drying line</td></tr>
<tr><td>Na2SO4 MVR</td><td>16.5</td><td>2</td><td>1</td><td>23</td><td>1</td><td>32</td><td>Reuse ME Na2SO4 MVR (30tph feed vs 2x18tph) for 23kta. Add piping from North to South, South to North<br>Repurpose ME NaCl MVR for 30kta.</td></tr>
<tr><td>Ammonia Recovery</td><td>~15</td><td>1</td><td>1</td><td>23</td><td>0</td><td>30</td><td></td></tr>
</table>
</td><td>Feb 20, 2024</td><td>Process</td><td>BS scope shall not include: leaching, Impurity removal, Cu removal and Zn removal, MSS adjustment. Which are already state clear in SOW.<br><br>ME MVR reuse need further discuss.</td><td>Refer to Resolution in Clarification Question BS-014.1.</td></tr>
</table>

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**2nd 15 KTA Engineering and Procurement Services Contract Technical & Execution Proposal Clarification Questions Responses & Resolutions** **Exhibit E**

| S/N | Ques No. | Clarification Question | Date Issued | Discipline | Contractor's Response & Remarks | Resolution |
|---|---|---|---|---|---|---|
| 15 | BS-015 | Further to clarification question BS-014, AE's optimzed plan is 30 (vs 36) centrifuges. Unless Bluestar process design differs Bluestar to confirm compliance and upgrade proposal accordingly. | Feb 20, 2024 | Process | Since Phase 1,10kta use 24 sets. Respond to Phase 2, 15kta use 36 (24*1.5) sets. Refer to BS-012. | Resolved. Refer to resolution in BS-012. |
| 16 | BS-016 | Bluestar design, quality control process as well as schedule shall include reviews and/or meetings for the following key deliverables layout, P&ID, 3D model review (60%,90%), foundation structure IFC drawings with AE.<br><br>Bluestar to confirm compliance. | Feb 20, 2024 | General | The schedule has taken into consideration the duration of Ascend Elements review of the documents, drawings as well as the multiple and frequent model reviews. | Resolved. |
| 17 | BS-017 | The proposed manhours to be discussed and updated prior to award | Feb 20, 2024 | General | Further discusion needed. | Refer to Clarification Question BS-017.1. |
| 18 | BS-018 | The P&ID scope shall include integrating Bluestar design and all vendors P&IDs into an overall P&ID. Bluestar to confirm compliance. | Feb 28, 2024 | Process | Bluestar confirms compliance. | Resolved. |
| 19 | BS-014.1 | Further to clarification question BS-014, refering to Bluestar response, for avoidance of any doubt Bluestar scope shall include all piping design, MTOs for integration and tie-in with and to the leaching, Impurity removal, Cu removal and Zn removal, MSS adjustment equipment. Bluestar to confirm compliance. | Feb 28, 2024 | Process/ Piping | Bluestar confirms compliance. | Resolved. |
| 20 | BS-017.1 | Further to clarification question BS-017, based on Bluestar's understanding of the scope, deliverables, expectations, schedule, Bluestar to provide basis of the manning/manhours for discussion and deliberation and alignment. The final aligned right-size manning and manhours shall be the basis of costing. The final agreed cost shall be incorporated as Lump Sum Price in the Contract. | Feb 28, 2024 | General | Ascend Elements does not take exception to the manning and the manhours as may be required by Bluestar to execute the work timely and efficiently. The agreed organization chart have been incorporated in Appendix VI of Exhibit D -15 KTA pCAM Project Phase 2 Engineering and Procurement Scope of Work.<br><br>Futher the prices and compensation to execute the scope: Lump Sum, Performance Incentive, Cost Deduct for Scope Deletion, Milestone Payment and Rates for Changges respectively have been incorporated as Exhibit C in the Contract accordingly. | Resolved. |

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Exceptions/Clarifications to the Principal Document and Resolution

Exhibit F

| S/N | Discipline | Content | BS clarify | AE Disposition | Resolution |
|---|---|---|---|---|---|
| 1 | SAT-5.4 Process Gurantee | | The support services of Contractor at the project site should be clearly demarcated and divided into four stages,(1-Equip-Installation → 2-Single-Unit SAT → 3-Co-Units System SAT → 4-Commissionning / Start up). And the positioning and scope of work of Contractor at each stage should be discussed and confirmed in detail. | Detailed plan and required engineers can be discussed and agreed by both parties. | Resolved. |
| 2 | 5.4 Process Gurantee | Further Contractor shall also ensure equipment suppliers provide the performance guarantee of the equipment supplied | Contractor only ensure the supplier provide the performance guarantee. Contractor don't be responsible for any performance guarantee of equipment, which is belong to the suppliers' duty. | It is understood that supplier's performance guarantees are directly provided to Ascend Elements. The fact that Suppliers provide performance guarantees does not relief Contractor of and from its own contractual obligations, as stated in the Contract. | Resolved. |
| 3 | 5.4 Process Gurantee | 5.4 If failure(s) persists after a subsequent SAT, the cost associated with that subsequent SAT shall be at Contractor's expense | the Contrator only be responsible for expense cause by fault of Engineering design scope in optimizaiton proposal of Contractor in subsequent SAT | As stated in the section 5.4 "If the SAT is cancelled or rescheduled due to an item under Ascend Elements' responsibility, the SAT shall not be considered failed due to Contractor." If that is the case Contractor will not bear the cost of the SAT. On the other hand if the SAT fails due to Contractor's responsibility, Contractor will bear the cost for the SAT. | Resolved. |
| 4 | 5.4 Process Gurantee | Each subsequent SAT shall have the same duration, seven (7) consecutive days. Subsequent SAT's will be performed tentatively less than one (1) month after the corrections have been implemented. If failure(s) persists after a subsequent SAT, the cost associated with that subsequent SAT shall be at Contractor's expense. Contractor shall have one (1) month to apply corrective action and one (1) month after the corrections have been implemented to demonstrate the performance guarantees have been met. No more than three (3) SAT shall be performed. | this term shall delete and modify to that Contractor could provide assistance in SAT, the detailed scope of Contractor shall be discussed, and overall of SAT duration and Times Limit of SAT shall not be strictly restricted, which means those shall be discussed in details depends on actual situaiton during responding phase. | Each subsequent SAT shall have the same duration, seven (7) consecutive days. Subsequent SAT's will be performed tentatively less than one (1) month after the corrections have been implemented. If failure(s) persists after a subsequent SAT, the cost associated with that subsequent SAT shall be at Contractor's expense. Contractor shall have one (1) month to apply corrective action and one (1) month after the corrections have been implemented to demonstrate the performance guarantees have been met. No more than three (3) SAT shall be performed.<br>The SAT success criteria will include:<br># Within the pCAM building, capacity of each unit shall be guaranteed by Contractor except the pCAM reactor throughput, which is dependent on Ascend Element's recipe (reaction pH, temperature, agitation speed, feeding flowrate, final concentration etc...).<br># Sodium sulfate purity of 99% in weight, as defined in the Contract.<br># Lithium carbonate quality and quantity as defined in the Contract.<br># No design error or omission on the overall Leaching and pCAM process design.<br>Ascend Elements' maximum remedy cost from Contractor shall not exceed 60% of total Contract amount. | Resolved. |
| 5 | 5.4 Process Gurantee | Ascend Elements shall use commercially reasonable efforts to operate the equipment, systems and/or pCAM plant until it passes SAT. In the event the costs exceed the above, Contractor shall reimburse Ascent Elements accordingly within 30 calendar days upon demand. | This term is not be appropriate for Chonfar, this term shall be not applicable | This item can be changed to "In the event the costs exceed the above due to BS engineering fault…" | Resolved. |
| 6 | 7. Ownership of Deliverables | Contractor agrees that all Deliverables will be the sole and exclusive property of Ascend Elements. Contractor will and hereby does irrevocably assign to Ascend Elements all right, title and interest in and to the Deliverables and all related intellectual property rights. | Supplier documents transmitted by Contractor to AE, or signed or approved by Contractor, shall not be considered as Contractor's deliverables. The Contractor does not own any intellectual property rights related thereto, nor does it have any right to transfer or operate thereon. | Agreed. Deliverables is defined in Article 1 Definition excludes equipment vendor documents. Equipment vendor Purchase Orders are issued by Ascend Elements. | Resolved. |

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Exceptions/Clarifications to the Principal Document and Resolution

Exhibit F

| S/N | Discipline | Content | BS clarify | AE Disposition | Resolution |
|---|---|---|---|---|---|
| 7 | 16. Indemnification | (a) Each Party ~~Contractor~~ will defend, indemnify and hold harmless to the other party ~~Ascend Elements~~, its Affiliates and its officers, directors, employees, customers, agents, attorneys and insurers from and against any and all third party Actions and all related losses, liabilities, damages, expenses and costs (including reasonable attorneys' fees and court costs) to the extent arising from or relating to: (i) any breach or alleged breach of any representation, warranty, covenant or other provision of this Agreement (including any SOW); (ii) any violation of law; (iii) infringement or misappropriation of patent, copyright, trade secrets or other intellectual property rights of any third party; (iv) any injury including bodily injury, disability or death, personal injury or property damage or any damages, ~~-~~resulting from ~~system, an equipment and/or materials which is defective in materials,~~Contractor's design ~~or workmanship,~~ sustained by Ascend Elements or by Ascend Elements agents, subcontractors or employees; or (v) any injury including bodily injury, disability or death, personal injury or property damage or any damages, regardless of fault, sustained by Contractor, or by Contractor's agents, subcontractors or employees. | This term shall modify to " Each party will defend, indemnify and hold harmless to other party, its Affiliates and its officers, directors, employees, customers, agents, attorneys and insurers from and against<br>any and all third party Actions and all related losses, liabilities, damages, expenses and costs....." | Propose wording change as red- lined. | Resolved. |
| 8 | 16. Indemnification | (b) Indemnification Procedures. Ascend Elements will give Contractor written notice of any such Action or claim as to which Contractor has a duty to indemnify Ascend Elements hereto under this Section. Contractor shall have the right to control the defense (using counsel reasonably acceptable to Ascend Elements) of any claim brought against Ascend Elements as to which Contractor has a duty to provide indemnity under this Section, with all reasonable attorneys' fees, costs and other expenses of such defense being paid in full by Contractor. Ascend Elements has the right to participate in the defense of any such Action. In no event will Contractor settle, compromise or consent to the entry of judgment in any Action without Ascend Elements prior written consent, which shall not be unreasonably withheld, delayed or conditioned. | This term is only applicable for Contractor when the events involved with by Contractor service scope. | Wording remain unchanged. | Resolved. |
| 11 | 27. Dispute Resolution | The place of<br>arbitration will be Suffolk County, Massachusetts | The place of arbitration shall be the offical site of the ICC (Internaitional chamber of commerce) International Court of Arbitration, if the actual site cannot be negotiated set at each party's country, then the site shall be set at neutral states. | Wording remain unchanged. | Resolved. |
| 12 | | Add "Trade Compliance clause" | According to Chonfar relevant provisions for foreign-related projects, the contract shall be added with "Trade compliance clause", the details to be saw in attachment. | This additional provisions shall not be added to the Contract. | Resolved. |

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Aeric Khong
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Aeric Khong

CONTRACTS & PURCHASING MANAGER

ASCEND ELEMENTS INC

4/9/2024

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Wenqing Su
17GA0F3334C542C...

Wenqing Su

VP, Global Capital Projects

Ascend Elements

4/14/2024

DocuSigned by:
Rodrigo Almeida
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Rodrigo Almeida

Supply Chain Director

Ascend Elements

4/13/2024

DocuSigned by:
Dan Russell
5B8407CF5C5B412...

Dan Russell

COO

Ascend Elements

4/15/2024

DocuSigned by:
Liam Lochhead
AE7106CA09EF441...

Liam Lochhead

VP of Contracts

Ascend Elements, Inc.

4/14/2024

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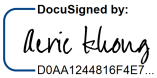
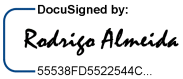
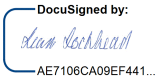
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|---|---|---|
| Dan Russell<br>drussell@ascendelements.com<br>COO<br>Ascend Elements<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DocuSigned by:<br>Dan Russell<br>5B8407CF5C5B412...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 68.186.254.204 | Sent: 4/14/2024 6:11:49 PM<br>Viewed: 4/15/2024 9:53:25 AM<br>Signed: 4/15/2024 9:54:34 AM |
| Andrew Aberdale<br>aaberdale@ascendelements.com<br>CFO<br>Ascend Elements, Inc<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | DocuSigned by:<br><br>37EC7AE24B9243C...<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 108.20.139.2 | Sent: 4/15/2024 9:54:38 AM<br>Viewed: 4/16/2024 1:55:39 PM<br>Signed: 4/16/2024 1:55:44 PM |

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Battery Resourcers as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Battery Resourcers during the course of your relationship with Battery Resourcers.

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ASCEND ELEMENTS

# CONTRACT AMENDMENT NO.1

The parties, **Ascend Elements, Inc.**, a Delaware corporation with offices at 133 Flanders Rd. Westborough, MA 01581 or an Affiliate **("Ascend Elements")** and Chonfar Engineering and Technology Co. Ltd, a company organized under the laws of the People's Republic of China with offices at No 360 Taohuaduan Road, Dongjingpu, Yuhua District, Changsha, Hunan Province **("Contractor")**, have entered into an Engineering, Procurement and Commissioning Support Services Agreement ("**Agreement**" also known as **"Contract"**) effective on **April 16, 2024** for provision of services to Ascend Elements.

Now therefore effective on the date this Contract Amendment is executed by both parties, the parties hereby agree to a Contract Amendment to revise **Table 3, Milestone Payment Schedule of Exhibit C** as per Appendix I.

All other terms and conditions, rates and prices as per the original Contract remain unchanged.

In the event of conflict between the provisions in this Contract Amendment and Contractor's Proposal, the provisions in this Contract Amendment shall take precedence, prevail and govern at all times.

In consideration of the foregoing terms and conditions, Ascend Elements and Contractor have executed this Contract Amendment to be effective as of the date first written above.

FOR AND ON BEHALF OF

| | |
|---|---|
| **Chonfar Engineering and Technology Co. Ltd** | **Ascend Elements Inc.** |
| Name**: Luo Mingcong** | Name: **Robin Ritchie** |
| Signature: | Signature: DocuSigned by: Robin Ritchie F2C2CC57DEFD4B3... |
| Title: **Dean of Energy and Environment Design** | Title: **Project Director** |
| Date: 9.30.2024 | Date: 10/10/2024 |

Docusign Envelope ID: ED1D40E4-514D-417C-8D55-1769A6BD78EE

ASCEND ELEMENTS

**Table 3 - Milestone Payment Schedule** **Appendix I**

| No | Payment Milestone | Amount (USD) |
|---|---|---|
| 1 | **Submitted a comprehensive Master Document Register (1st Issue Agreed by AE).** | $100,000 |
| 2 | **a.** Submission of Process Equipment MR – 1st version (incorporated AE Comments) | $100,000 |
| | **b.** RFQ under BS scope (MR + Technical Evaluation Criteria Template + Upfront list of Process Equipment Vendor Documents, Drawings needed for BS detailed engineering to be provided by vendors pre-PO) approved by AE for issuance to vendors for quotation. (Note: This milestone excludes other documentation: T&C, EPA, Pricing Table/Format, PO Milestone Payment Schedule, ITP Template, FAT Template, Packing Requirements etc. which shall be prepared by AE). | $100,000 |
| 3 | **a.** Issued RFQ to process equipment vendors. Completed RFQ briefings with vendors, review vendors proposals and completed clarifications (Note: These scopes are conducted jointly with AE). | $50,000 |
| | **b.** Jointly with AE completed final clarification and negotiations with process equipment vendors. Incorporated updates to MR and completed technical evaluation report. Receipt of vendor documents, drawings needed for BS detailed engineering agreed with vendor pre-PO. | $50,000 |
| 4 | **Completed 30% Process Design with key deliverables:**<br>a) Block Flow Diagrams<br>b) Process Flow Diagrams<br>c) Pipe, pipe fittings and valve specification<br>d) Process Equipment List<br>e) Material Selection Diagram. | $200,000 |
| 5 | **Completed 60% Process Design with key deliverables:**<br>a) Heat and Material Balances<br>b) Utility and Power Consumption<br>c) Tie-in List (1st issue)<br>d) Process Description<br>e) Line List (1st issue). | $250,000 |
| 6 | **Completed 90% Process Design with key deliverables:**<br>a) Tie-in List (Final)<br>b) Line List (Final)<br>c) Process Design Calculations. | $100,000 |
| 7 | **Completed HAZOP.** | $50,000 |
| 8 | **Finalized P&IDs incorporating HAZOP Comments.** | $50,000 |
| 9 | **Repurpose Metal Extraction MVR.** | $50,000 |
| 10 | **Completed 30% Model Review plus Piping Materials Take Off (as may be required).** | $100,000 |
| 11 | **Completed 60% Model Review, Piping Materials MTO with Isometrics.** | $150,000 |
| 12 | **Completed 90% Model Review, Piping Materials MTO with Isometrics.** | $150,000 |
| 13 | **Completed 30% Design with Key Deliverables:**<br><u>Piping</u><br>a) Valve datasheet (using AE template)<br>b) Piping layout completion at 30%<br><u>Instrumentation</u><br>a) Material Requisitions<br>b) DCS I/O List (1st issue)<br><u>Electrical</u><br>a) Single line diagram (1st issue)<br>b) Electrical load list (1st issue). | $150,000 |

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ASCEND ELEMENTS

**Table 3 - Milestone Payment Schedule** **Appendix I ….contd**

| No | Payment Milestone | Amount (USD) |
|---|---|---|
| 14 | **Completed 60% Design with Key Deliverables:**<br>Piping<br>a) Piping layout completion at 60%<br>b) Valve list (1st issue)<br>c) Equipment Nozzle Orientation Drawing<br>d) Special part list (1st issue).<br>Instrumentation<br>a) Instrument Index<br>b) Instrument Datasheet at 60%<br>c) Control Narrative<br>d) Central control room layout.<br>Electrical<br>a) Electrical load list – Final<br>b) Single line diagram – Final<br>c) Cable schedule at 60%<br>d) MCC room layout and Electrical Equipment Layout Drawings<br>e) Cable tray layout, and structural supports<br>f) Electrical JBs/HOA/Cabinets Layout Drawings.<br>Mechanical/Structural/Others<br>a) Equipment layout & mounting drawings for all equipment (1st Issue)<br>b) Foundation and access platform to equipment (1st Issue). | $250,000 |
| 15 | **Completed 90% Design with Key Deliverables:**<br>Piping<br>a) Piping layout completion at 90%<br>b) Valve list – Final<br>c) Special part list – Final<br>d) All piping structural supports for pipes of all sizes.<br>Instrumentation<br>a) Instrument Datasheet at 90%<br>b) Instrument Layout<br>c) Instrument Hook-up Drawing<br>d) Instrument cable tray layout and structural supports<br>e) Instrument, junction box and panel wiring diagram<br>f) Instrument MTO<br>g) Instrument Alarm and Interlock Set Point List<br>h) Earthing Diagram<br>i) Cause and Effect Summary.<br>Electrical<br>a) Cable schedule – Final<br>b) Electrical MTO.<br>Mechanical/Structural/Others<br>a) Equipment layout & mounting drawings for all equipment – Final<br>b) Foundation and access platform to equipment – Final<br>c) Material Handling Study including support / Monorail Design – Final. | $200,000 |

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**Table 3 - Milestone Payment Schedule** **Appendix I ….contd**

| No | Payment Milestone | Amount (USD) |
|---|---|---|
| 16 | **Completed 100% Design with Key Deliverables：**<br>a) Instrument Cable Schedule 100%<br>b) Instrument datasheets at 100%<br>c) Cable Schedule at 100%<br>d) All Other Engineering Deliverables<br>e) Conversion of documentation to American Standard & Handover Final Design Drawings As-Builts in pdf and readable CAD. | $100,000 |
| | **Lump Sum Price** | **$2,200,000** |

DocuSigned by:
Aeric Khong
D0AA1244816F4E7...

Aeric Khong

CONTRACTS & PURCHASING MANAGER

ASCEND ELEMENTS INC

10/1/2024

DocuSigned by:
CS Choong
FECEE162EE3B4E9...

CS Choong

Ascend Elements

Project Engineering Lead

10/1/2024

DocuSigned by:
shaowei pang
FE298BFDC4AA419...

Shaowei Pang

AME Manager

Shaowei

10/1/2024

DocuSigned by:
Rodrigo Almeida
55538FD5522544C...

Rodrigo Almeida

Supply Chain Director

Ascend Elements

10/2/2024

DocuSigned by:
Benoit Tranape
B5Q1Z59EDEZE4D8...

Benoit Tranape

AME Director

Ascend Elements

10/8/2024

**Chonfar Engineering and Technology Co.,Ltd.**

**Proforma Invoice**

| | |
|---|---|
| 2024.Dec. 06th | Invoice Number:24Y07-PM70-1-2024-03 |

**15 KTA pCAM Project Phase 2**

**PO 4500001682**

| Description | Amount USD |
|---|---|
| Payment Milestone:<br>50% of Item 4 + 50% of Item 5 + 25% of Item 9 + 50% of Item 10 +<br>50% of Item 2b in Milestone Payment | 337,500.00 |
| Invoice Total | 337,500.00 |

50% of item 4 = PO 00040 (Cmpltd 30% Process Design w/Key Dlvrbls) = $100,000
50% of item 5 = PO 00070 (Cmpltd 60% Process Design w/Key Dlvrbls) = $125,000
25% of item 9 = PO 00050 (Repurpose Metal Extraction MVR) = $12,500
50% of item 10 = PO 00060 (Completed 30% Model Review plus Piping) = $50,000
50% of item 2b = PO 00160 ( RFQ under BS scope MR Tech Eval criteria) = $50,000

**Payment Details**

---

**Transfer To :** Furong Sub-br, Hunan Branch, China Construction Bank
**SWIFT Code :** PCBCCNBJHUX
**For Credit To :** Chonfar Engineering and Technology Co.,Ltd.
**Account No:** 43001531061050000887
**Address of Beneficary:** No.360 Taohuaduan Road ,Yuhua District, Changsha, Hunan

---

Contact Details

Operations Leader: Qun Zhou
Telephone: 86-731-85637212
Facsimile: 86-731-85637212

**Chonfar Engineering and Technology Co.,Ltd.**

**Proforma Invoice**

| | |
|---|---|
| 2024.Dec. 12th | Invoice Number:24Y07-PM70-1-2024-04 |

**15 KTA pCAM Project Phase 2**

**PO 4500001682**

| **Description** | **Amount USD** |
|---|---|
| Payment Milestone:<br>50% of Item 4 + 50% of Item 5 + 50% of Item 2b in Milestone Payment | 275,000.00 |
| Invoice Total | 275,000.00 |

**Payment Details**

| | |
|---|---|
| **Transfer To :** | Furong Sub-br, Hunan Branch, China Construction Bank |
| **SWIFT Code :** | PCBCCNBJHUX |
| **For Credit To :** | Chonfar Engineering and Technology Co.,Ltd. |
| **Account No:** | 43001531061050000887 |
| **Address of Beneficary:** | No.360 Taohuaduan Road ,Yuhua District, Changsha, Hunan |

Contact Details

| | |
|---|---|
| Operations Leader: | Qun Zhou |
| Telephone: | 86-731-85637212 |
| Facsimile: | 86-731-85637212 |

# Changed Purchase Order: 4500001682

Ascend Elements
133 Flanders Road
Westborough, MA 01581



CHONFAR ENGINEERING AND
TECHNOLOGY CO LTD
NO 360 TAOHUADUAN ROAD
YUHUA DISTRICT, CHANGSHA
410116
CHINA

**Purchase Order:** 4500001682
**Created on:** Apr 19, 2024
**Supplier ID:** 0001000580
**Payment Terms:** Net Due in 30 Days
**Incoterms Classify:**
**Purch Doc. Type:** Standard PO

**Ship-to Address:**
Ascend Elements, Inc.
6505 John Rivers Road
PEMBROKE KY 42266
USA

| Item | ID | Description | Quantity | Delivery Date / Service Period | Net Price | Net Value |
|---|---|---|---|---|---|---|
| 00010 | | Comprehensive Master Doc Register | 1 EA | Dec 31, 2024 | 100,000.00 USD per 1 EA | 100,000.00 USD |
| 00020 | | Completed HAZOP | 1 EA | Dec 31, 2024 | 50,000.00 USD per 1 EA | 50,000.00 USD |
| 00030 | | Finalized P&IDs Incorp HAZOP Comments | 1 EA | Dec 31, 2024 | 50,000.00 USD per 1 EA | 50,000.00 USD |
| 00040 | | Cmpltd 30% Process Design w/Key Dlvrbls | 1 EA | Dec 31, 2024 | 200,000.00 USD per 1 EA | 200,000.00 USD |
| | **Changes:**<br>Description changed<br>Net price changed | | | | | |
| 00050 | | Repurpose Metal Extraction MVR | 1 EA | Dec 31, 2024 | 50,000.00 USD per 1 EA | 50,000.00 USD |
| 00060 | | Completed 30% Model Review plus Piping | 1 EA | Dec 31, 2024 | 100,000.00 USD per 1 EA | 100,000.00 USD |
| 00070 | | Cmpltd 60% Process Design w/Key Dlvrbls | 1 EA | Dec 31, 2024 | 250,000.00 USD per 1 EA | 250,000.00 USD |
| | **Changes:**<br>Description changed<br>Net price changed | | | | | |
| 00080 | | Completed 60% Model Review | 1 EA | Dec 31, 2024 | 150,000.00 USD per 1 EA | 150,000.00 USD |
| | **Changes:**<br>Net price changed | | | | | |
| 00090 | | Cmpltd 90% Process Design w/Key Dlvrbls | 1 EA | Dec 31, 2024 | 100,000.00 USD per 1 EA | 100,000.00 USD |
| | **Changes:**<br>Description changed<br>Net price changed | | | | | |

# Changed Purchase Order: 4500001682

Ascend Elements
133 Flanders Road
Westborough, MA 01581



| Item | ID | Description | Quantity | Delivery Date / Service Period | Net Price | Net Value |
|---|---|---|---|---|---|---|
| 00100 | | Completed 90% Model Review | 1 EA | Dec 31, 2024 | 150,000.00 USD per 1 EA | 150,000.00 USD |
| 00110 | | Completed 30% Design w/key deliverables | 1 EA | Dec 31, 2024 | 150,000.00 USD per 1 EA | 150,000.00 USD |
| | **Changes:**<br>Description changed<br>Net price changed | | | | | |
| 00120 | | Completed 60% Design w/key deliverables | 1 EA | Dec 31, 2024 | 250,000.00 USD per 1 EA | 250,000.00 USD |
| | **Changes:**<br>Description changed<br>Net price changed | | | | | |
| 00130 | | Completed 90% Design w/key deliverables | 1 EA | Dec 31, 2024 | 200,000.00 USD per 1 EA | 200,000.00 USD |
| | **Changes:**<br>Description changed<br>Net price changed | | | | | |
| 00140 | | Completed 100% Design w/key deliverables | 1 EA | Dec 31, 2024 | 100,000.00 USD per 1 EA | 100,000.00 USD |
| | **Changes:**<br>Description changed<br>Net price changed | | | | | |
| 00150 | | Submission of Process Eqpt MR 1st versio | 1 EA | Dec 31, 2024 | 100,000.00 USD per 1 EA | 100,000.00 USD |
| | **Changes:**<br>Description changed<br>Net price changed | | | | | |
| 00160 | | RFQ under BS scope MR Tech Eval criteria | 1 EA | Dec 31, 2024 | 100,000.00 USD per 1 EA | 100,000.00 USD |
| | **Changes:**<br>Description changed<br>Net price changed | | | | | |
| 00170 | | Performance Incentive | 1 EA | Dec 31, 2024 | 200,000.00 USD per 1 EA | 200,000.00 USD |
| | **Changes:**<br>Description changed<br>Net price changed | | | | | |
| 00180 | | MOC-1 airfare Cancellation fee | 1 EA | Dec 31, 2024 | 1,776.71 USD per 1 EA | 1,776.71 USD |
| | **Changes:**<br>Goods recipient changed<br>Schedule lines changed<br>New item | | | | | |
| 00190 | | Issued RFQ to vendors, compted vendor | 1 EA | Dec 31, 2024 | 50,000.00 USD per 1 EA | 50,000.00 USD |

# Changed Purchase Order: 4500001682

Ascend Elements
133 Flanders Road
Westborough, MA 01581



| | | | | | | |
|---|---|---|---|---|---|---|
| | **Changes:**<br>Goods recipient changed<br>Schedule lines changed<br>New item | | | | | |
| 00200 | | Completed final clarifications & nego | 1 EA | Dec 31, 2024 | 50,000.00 USD per 1 EA | 50,000.00 USD |
| | **Changes:**<br>Goods recipient changed<br>Schedule lines changed<br>New item | | | | | |

**Total Value:** 2,401,776.71 USD

Please email invoice to APinvoicing@ascendelements.com and reference this PO# on the invoice
For payment status please email: APinquiries@ascendelements.com

# LETTER

| Project: 15 KTA pCAM PROJECT | Doc.No: | Date:2024-12-3 |
|---|---|---|

| From | Bluestar (“BS”) | To | Ascend Elements (“AE”) |
|---|---|---|---|

**Content:**

As discussed, BS will submit the invoice of the below finished milestone. Please AE kindly confirm and send it back.

BS please AE to pay the payment by the end of Dec,2024.

**List:**

| Items in milestone payment |
|---|
| 2b-RFQ for issuance to vendors for quotation…… |
| 4-30% of Process design with key deliverables |
| 5-60% of Process design with key deliverables |
| 9-Repurpose Metal Extraction MVR (Preliminary version) |
| 10-Completed 30% Model Review plus Piping Materials Take Off (as may be required). (30% 3D model) |

| BS Opinion: | AE Opinion: |
|---|---|
| See Content | As aligned, please provide the invoice as below:<br>1. MS-2a: Invoice was received, preparing to pay.<br>2. MS-2b: Agreed to pay 50%, which is $50K.<br>3. MS-4: Agreed to pay 50%, which is $100k.<br>4. MS-5: Agreed to pay 50%, which is $125k.<br>5. MS-9: Agreed to pay 25%, which is $12.5k.<br>6. MS-10: Agreed to pay 50%, which is $50K.<br>The new invoice is **$337,500.00** in total<br>• While South is still happening, regardless of the status of North, BS commits to continue normal support, with current experienced team members until South is completely done.<br>• AE Team should continue to be able to utilize BS’ office for the entire extent of work being performed for South and until North restarts. |
| **BS Representative:**<br>Project Manager – Jingbin Zi<br>Engineering Manager – Yonggang Wu<br>Control Manager – Yijie Luo | **AE Representative:**<br>David Tong<br>Chee Seng Choong<br>Shaowei Pang<br>Benoit Tranape<br>Rodrigo Almeida<br>Deli Li |
| **BS Approval:** | **AE Approval:**<br>Deli Li<br>Dec 07, 2024 |

Docusign Envelope ID: ED1D40E4-514D-417C-8D55-1769A6BD78EE

ASCEND ELEMENTS

# CONTRACT AMENDMENT NO.1

The parties, **Ascend Elements, Inc.**, a Delaware corporation with offices at 133 Flanders Rd. Westborough, MA 01581 or an Affiliate **("Ascend Elements")** and Chonfar Engineering and Technology Co. Ltd, a company organized under the laws of the People's Republic of China with offices at No 360 Taohuaduan Road, Dongjingpu, Yuhua District, Changsha, Hunan Province **("Contractor")**, have entered into an Engineering, Procurement and Commissioning Support Services Agreement ("**Agreement**" also known as **"Contract"**) effective on **April 16, 2024** for provision of services to Ascend Elements.

Now therefore effective on the date this Contract Amendment is executed by both parties, the parties hereby agree to a Contract Amendment to revise **Table 3, Milestone Payment Schedule of Exhibit C** as per Appendix I.

All other terms and conditions, rates and prices as per the original Contract remain unchanged.

In the event of conflict between the provisions in this Contract Amendment and Contractor's Proposal, the provisions in this Contract Amendment shall take precedence, prevail and govern at all times.

In consideration of the foregoing terms and conditions, Ascend Elements and Contractor have executed this Contract Amendment to be effective as of the date first written above.

FOR AND ON BEHALF OF

| | |
|---|---|
| **Chonfar Engineering and Technology Co. Ltd** | **Ascend Elements Inc.** |
| Name**: Luo Mingcong** | Name: **Robin Ritchie** |
| Signature: | Signature: DocuSigned by: Robin Ritchie F2C2CC57DEFD4B3... |
| Title: **Dean of Energy and Environment Design** | Title: **Project Director** |
| Date: 9.30.2024 | Date: 10/10/2024 |

Docusign Envelope ID: ED1D40E4-514D-417C-8D55-1769A6BD78EE

ASCEND ELEMENTS

**Table 3 - Milestone Payment Schedule** **Appendix I**

| No | Payment Milestone | Amount (USD) |
|---|---|---|
| 1 | **Submitted a comprehensive Master Document Register (1st Issue Agreed by AE).** | $100,000 |
| 2 | **a.** Submission of Process Equipment MR – 1st version (incorporated AE Comments) | $100,000 |
| | **b.** RFQ under BS scope (MR + Technical Evaluation Criteria Template + Upfront list of Process Equipment Vendor Documents, Drawings needed for BS detailed engineering to be provided by vendors pre-PO) approved by AE for issuance to vendors for quotation. (Note: This milestone excludes other documentation: T&C, EPA, Pricing Table/Format, PO Milestone Payment Schedule, ITP Template, FAT Template, Packing Requirements etc. which shall be prepared by AE). | $100,000 |
| 3 | **a.** Issued RFQ to process equipment vendors. Completed RFQ briefings with vendors, review vendors proposals and completed clarifications (Note: These scopes are conducted jointly with AE). | $50,000 |
| | **b.** Jointly with AE completed final clarification and negotiations with process equipment vendors. Incorporated updates to MR and completed technical evaluation report. Receipt of vendor documents, drawings needed for BS detailed engineering agreed with vendor pre-PO. | $50,000 |
| 4 | **Completed 30% Process Design with key deliverables:**<br>a) Block Flow Diagrams<br>b) Process Flow Diagrams<br>c) Pipe, pipe fittings and valve specification<br>d) Process Equipment List<br>e) Material Selection Diagram. | $200,000 |
| 5 | **Completed 60% Process Design with key deliverables:**<br>a) Heat and Material Balances<br>b) Utility and Power Consumption<br>c) Tie-in List (1st issue)<br>d) Process Description<br>e) Line List (1st issue). | $250,000 |
| 6 | **Completed 90% Process Design with key deliverables:**<br>a) Tie-in List (Final)<br>b) Line List (Final)<br>c) Process Design Calculations. | $100,000 |
| 7 | **Completed HAZOP.** | $50,000 |
| 8 | **Finalized P&IDs incorporating HAZOP Comments.** | $50,000 |
| 9 | **Repurpose Metal Extraction MVR.** | $50,000 |
| 10 | **Completed 30% Model Review plus Piping Materials Take Off (as may be required).** | $100,000 |
| 11 | **Completed 60% Model Review, Piping Materials MTO with Isometrics.** | $150,000 |
| 12 | **Completed 90% Model Review, Piping Materials MTO with Isometrics.** | $150,000 |
| 13 | **Completed 30% Design with Key Deliverables:**<br><u>Piping</u><br>a) Valve datasheet (using AE template)<br>b) Piping layout completion at 30%<br><u>Instrumentation</u><br>a) Material Requisitions<br>b) DCS I/O List (1st issue)<br><u>Electrical</u><br>a) Single line diagram (1st issue)<br>b) Electrical load list (1st issue). | $150,000 |

Docusign Envelope ID: ED1D40E4-514D-417C-8D55-1769A6BD78EE

ASCEND ELEMENTS

**Table 3 - Milestone Payment Schedule** **Appendix I ….contd**

| No | Payment Milestone | Amount (USD) |
|---|---|---|
| 14 | **Completed 60% Design with Key Deliverables:**<br>Piping<br>a) Piping layout completion at 60%<br>b) Valve list (1st issue)<br>c) Equipment Nozzle Orientation Drawing<br>d) Special part list (1st issue).<br>Instrumentation<br>a) Instrument Index<br>b) Instrument Datasheet at 60%<br>c) Control Narrative<br>d) Central control room layout.<br>Electrical<br>a) Electrical load list – Final<br>b) Single line diagram – Final<br>c) Cable schedule at 60%<br>d) MCC room layout and Electrical Equipment Layout Drawings<br>e) Cable tray layout, and structural supports<br>f) Electrical JBs/HOA/Cabinets Layout Drawings.<br>Mechanical/Structural/Others<br>a) Equipment layout & mounting drawings for all equipment (1st Issue)<br>b) Foundation and access platform to equipment (1st Issue). | $250,000 |
| 15 | **Completed 90% Design with Key Deliverables:**<br>Piping<br>a) Piping layout completion at 90%<br>b) Valve list – Final<br>c) Special part list – Final<br>d) All piping structural supports for pipes of all sizes.<br>Instrumentation<br>a) Instrument Datasheet at 90%<br>b) Instrument Layout<br>c) Instrument Hook-up Drawing<br>d) Instrument cable tray layout and structural supports<br>e) Instrument, junction box and panel wiring diagram<br>f) Instrument MTO<br>g) Instrument Alarm and Interlock Set Point List<br>h) Earthing Diagram<br>i) Cause and Effect Summary.<br>Electrical<br>a) Cable schedule – Final<br>b) Electrical MTO.<br>Mechanical/Structural/Others<br>a) Equipment layout & mounting drawings for all equipment – Final<br>b) Foundation and access platform to equipment – Final<br>c) Material Handling Study including support / Monorail Design – Final. | $200,000 |

Docusign Envelope ID: ED1D40E4-514D-417C-8D55-1769A6BD78EE

**Table 3 - Milestone Payment Schedule** **Appendix I ….contd**

| No | Payment Milestone | Amount (USD) |
|---|---|---|
| 16 | **Completed 100% Design with Key Deliverables：**<br>a) Instrument Cable Schedule 100%<br>b) Instrument datasheets at 100%<br>c) Cable Schedule at 100%<br>d) All Other Engineering Deliverables<br>e) Conversion of documentation to American Standard & Handover Final Design Drawings As-Builts in pdf and readable CAD. | $100,000 |
| | **Lump Sum Price** | **$2,200,000** |

DocuSigned by:
Aeric Khong
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Aeric Khong

CONTRACTS & PURCHASING MANAGER

ASCEND ELEMENTS INC

10/1/2024

DocuSigned by:
CS Choong
FECEE162EE3B4E9...

CS Choong

Ascend Elements

Project Engineering Lead

10/1/2024

DocuSigned by:
shaowei pang
FE298BFDC4AA419...

Shaowei Pang

AME Manager

Shaowei

10/1/2024

DocuSigned by:
Rodrigo Almeida
55538FD5522544C...

Rodrigo Almeida

Supply Chain Director

Ascend Elements

10/2/2024

DocuSigned by:
Benoit Tranape
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Benoit Tranape

AME Director

Ascend Elements

10/8/2024

Docusign Envelope ID: F1156316-E04A-4E28-A8A4-C15BB5B934E8

November 11, 2024

Chonfar Engineering and Technology Co. Ltd (Bluestar)
No 360 Taohuaduan Road, Dongjingpu,
Yuhua District, Changsha, Hunan Province
People's Republic of China

Atten: Project Manager (Dr. Zi Jingbin)

**Subject: pause pCAM Phase 2 Design**

As you are aware, Ascend Apex 1 project's estimated CAPEX to complete the project is over the project budget, and AE is changing contract strategy to get the spending under control. To achieve this goal, AE has informed the overall EPC contractor to stop their work, and will sign a lump sum construction contract through the bidding process.

In consideration of AE's business needs, AE hereby formally requests Bluestar to pause engineering work till January 2025 for the Engineering, Procurement and Commissioning Support Services Agreement (as "Contract") effective on April 16, 2024.

With regards the payment, AE agrees to pay the achieved payment milestones, and some partially achieved milestones in the contract include milestones 2.a and 50% of 2.b attached to the letter. Also, AE agrees Bluestar to submit the invoice that covers milestone 4 which partially completed process design, on the condition that payment shall be processed by AE after completion of that milestone with the agreed upon payment term.

To build a more cost-effective project, AE expects significant process optimization, and would request Bluestar perform this optimization study including the below areas.

a. Centrifuge vs pressure filter.
b. Combine tanks to minimize the tank/filter numbers.
c. Outdoor vs indoor design of MVR and NH3 unit, quantify additional structural, heat tracing, E/I materials.

Please prepare an optimized layout and if time/resources allow a PFD . We expect this to use no more than 1 FTE through December 24. Please prioritize completing the work around the centrifuge and pressure filter before moving to other process steps.

As usual, Bluestar support is much appreciated. Please reach out to us should you need any clarification.

Yours sincerely,

Signed by:
Eric Gratz
1965CFE07C3F40B...

Eric Gratz

CTO

July 07, 2025

Chonfar Engineering and Technology Co. Ltd (Bluestar)

No 360 Taohuaduan Road, Dongjingpu,

Yuhua District, Changsha, Hunan Province

People's Republic of China

Attn: Project Manager (Dr. Zi Jingbin)

**Subject: Apex 1 15kta pCAM Project Phase 2 Design - Milestone Payment Counteroffer**

Dear Dr. Zi,

Thank you for submitting your payment claim for Milestone Number 2b, 4, 5, 9 and 10 under Apex 1 15 kta pCAM Project Phase 2 Design. We acknowledge the submittal of the deliverables and appreciate the effort your team has invested in this phase of the project.

After reviewing the work performed against the contract terms, we propose the following adjustments to the claimed sum requested:
Counteroffer Details:

1. Milestone 2b: Additional $30k (total $80k out of total $100k)
   AE understand 2b is in good shape. But there should be still improvement like MVR was stated as "outdoor" equipment. The type of NEMA rating should be added in the MR accordingly to ensure compliance with U.S. standards. While Bluestar only indicating IP rating on current MR.

2. Milestone 4: Additional $20k (total $120k out of total $200k)
   There will still be improvement on Milestone 4 to get formal approval.
   Example in the PFD document: The incoming PDF document number is missing for the first four fluids. Additionally, the pCAM North PDF (currently 31 pages) should be reduced close to 18 pages, similar as was done for pCAM South.
   For equipment list, Bluestar should sort the equipment by types, i.e. put all agitators in one group, tanks, pumps, etc. Optimize the design to save equipment cost and building footprint, use lager tanks to replace multiple tanks.

3. Milestone 5: No additional payment (total $125k out of total $250k)
   This milestone payment 5 still includes the Heat and Material Balances data document in rejected status: AE has rejected the document through Aconex last September due to incomplete data submission, and no resubmitted document has been received. The remaining

documents in Milestone 5 are as similar status as Milestone 4 which still to be improved by Bluestar.

4. Milestone 9: No additional payment (total $12.5k out of total $50k)
   Align with Bluestar's modification proposal.

5. Milestone 10: No additional payment (total $50k out of total $100k)
   AE has not yet performed a 30% 3D model review, which will result in modifications for Blue Star. Once those modifications are implemented, the 30% 3D model milestone will be achieved. Therefore, we cannot go beyond the current 50% payment.

Revised Payment Amount: Additional $50k total. Below is a summary of the payments up to date and as agreed in this letter:

| Contract Item | Definition | Contract Amount | Amount Paid By AE prior to May 2025 | BS request May 2025 | AE Agreement Jun 24 2025 | Percentage completion Jun 24 2025 |
|---|---|---|---|---|---|---|
| 1 | Submitted a comprehensive Master Document Register (1st Issue Agreed by AE) | $ 100,000.00 | $ 100,000.00 | | | 100% |
| 2a | a. Submission of Process Equipment MR – 1st version (incorporated AE Comments) | $ 100,000.00 | $ 100,000.00 | | | 100% |
| 2b | b. RFQ under BS scope (MR + Technical Evaluation Criteria Template + Upfront list of Process Equipment Vendor Documents, Drawings needed for BS detailed engineering to be provided by vendors pre-PO) approved by AE for issuance to vendors for quotation. (Note: This milestone excludes other documentation: T&C, EPA, Pricing Table/Format, PO Milestone Payment Schedule, ITP Template, FAT Template, Packing Requirements etc. which shall be prepared by AE). | $ 100,000.00 | $ 50,000.00 | $ 40,000.00 | $ 30,000.00 | 90% |
| 4 | Completed 30% Process Design with key deliverables:<br>a) Block Flow Diagrams<br>b) Process Flow Diagrams<br>c) Pipe, pipe fittings and valve specification<br>d) Process Equipment List<br>e) Material Selection Diagram. | $ 200,000.00 | $ 100,000.00 | $ 80,000.00 | $ 20,000.00 | 70% |
| 5 | Completed 60% Process Design with key deliverables:<br>a) Heat and Material Balances<br>b) Utility and Power Consumption<br>c) Tie-in List (1st issue)<br>d) Process Description<br>e) Line List (1st issue). | $ 250,000.00 | $ 125,000.00 | $ 62,500.00 | $ - | 50% |
| 9 | Repurpose Metal Extraction MVR. | $ 50,000.00 | $ 12,500.00 | $ - | $ - | 50% |
| 10 | Completed 30% Model Review plus Piping Materials Take Off (as may be required). | $ 100,000.00 | $ 50,000.00 | $ 25,000.00 | $ - | 50% |
| | **Total** | $ 900,000.00 | $ 537,500.00 | $ 207,500.00 | $ 50,000.00 | |

| | |
|---|---|
| Total Engineering Contract value | $ 2,200,000.00 |
| Total Paid By AE prior to May 2025 | $ 537,500.00 |
| Total AE agrees to pay (June 16th 2025 agreement) | $ 50,000.00 |

As you are aware, AE notified Blue Star to slowdown engineering work on 12 July 2024. Furthermore, Blue Star was instructed to pause the engineering work on 11 Nov 2024. While we appreciate that Blue Star has put a lot of effort in those documents, we consider this payment fairly represents the percentage of progress completed up to now, considering that 100% correspond to a final approved document with no defect, and given the fact that some of the design deliverables in the milestones will require substantial engineering work to be performed in order to be considered final.

We consider this payment as well as the payment paid before to be the full extent of our liability for Milestones 1, 2a, 2b, 4, 5, 9, 10. The remaining balance will be paid upon the combination of (1) AE

officially restarting the project and (2) Blue Star resolving the defects mentioned by AE and completing the design deliverables.

We aim to resolve this amicably and value our partnership. Please let us know if you accept this counteroffer or would like to discuss further.

Thank you for your understanding.

Yours sincerely,

Luis Porras

Luis Porras

Vice President Supply Chain Management

Ascend Element

## 【外部邮件】Re: pCAM-North suspension and resumption

发起会议

2025-02-10 17:52:08

发件人： "chee seng Choong" <cchoong@ascendelements.com>

收件人： "罗毅杰(Luo Yijie 中蓝长化)" <luoyijie@sinochem.com> "吴勇刚(Wu Yonggang 中蓝长化)" <wuyonggang3@sinochem.com>

抄　送： "David Tong" <dtong@ascendelements.com> "Deli Li" <dli@ascendelements.com> "Benoit Tranape" <btranape@ascendelements.com> "Shaowei Pang" <spang@ascendelements.com> "Eric Gratz" <egratz@ascendelements.com> .. [1还有2个联系人]

Yijie,

Our current focus is to get the re-contracting work on pCAM South completed and restart construction in 2H25.
Restarting pCAM North engineering is still being reviewed. BS will be informed when a date is firmed up.

Regards,
**CS Choong**
Project Manager - China Operations
cchoong@ascendelements.com
+1 774-314-9589 (US) / +60 108206219 (M'sia)

## Re: 【外部邮件】PCAM-N Status

发起会议
2025-02-18 14:55:26

发件人： "chee seng Choong"<cchoong@ascendelements.com>

收件人： "罗毅杰(Luo Yijie 中蓝长化)"<luoyijie@sinochem.com> "吴勇刚(Wu Yonggang 中蓝长化)"<wuyonggang3@sinochem.com>

抄　送： "Benoit Tranape"<btranape@ascendelements.com> "Luis Porras"<lporras@ascendelements.com>
"Shaowei Pang"<spang@ascendelements.com> "David Tong"<dtong@ascendelements.com>
"chee seng Choong"<cchoong@ascendelements.com> .. [1还有1个联系人]

附　件： 1 个 (APX1-BS-2-260-DCT-MDR-001-11 Master Docum... ) 查看附件

Dear Yonggang / Yijie,

Thank you for the feedback.

pCAM North engineering is still on pause. Our current plan is to complete the balance engineering work for pCAM South including engineering under SSOE previously, before restarting the engineering for pCAM North. There will be some process optimization to the pCAM North design when we restart. We will let you know when the plan is finalized.

Thanks

Regards,
**CS Choong**
Project Manager - China Operations
cchoong@ascendelements.com
+1 774-314-9589 (US) / +60 108206219 (M'sia)

## Re: 【外部邮件】Re: Fw: Invoice-$275,000 - Apex phase 2

发起会议

2025-04-22 13:55:06

发件人： "罗毅杰(Luo Yijie 中蓝长化)"<luoyijie@sinochem.com>

收件人： "chee seng Choong"<cchoong@ascendelements.com>

抄　送： "Benoit Tranape"<btranape@ascendelements.com> "Luis Porras"<lporras@ascendelements.com> "Deli Li"<dli@ascendelements.com> "Shaowei Pang"<spang@ascendelements.com> "David Tong"<dtong@ascendelements.com> .. [i还有5个联系人]

附　件： 1 个 (MDR Summary.xlsx) 查看附件

对方已阅读 查看详情

Hi CS,

Please see below table for details, and see attachment for date of each deliverable

| S/N | Item | $Amount | Submission Date | Status | Payments Received Date | Payments Paid | Outstanding payments |
|---|---|---|---|---|---|---|---|
| 1 | 1-Submitted a comprehensive Master Document Register (1st Issue Agreed by AE). | $ 100,000 | 2024-5 | Done, payment finished | 2024-7-16 | $ 100,000 | $ 0 |
| 2 | 2a. Submission of Process Equipment MR - 1st version (incorporated AE Comments) | $ 100,000 | 2024-7 | Done, payment finished | 2025-1-6 | $ 100,000 | $ 0 |
| 3 | 2b. RFQ under BS scope (MR + Technical Evaluation Criteria Template + Upfront list of Process Equipment Vendor Documents, Drawings needed for BS detailed engineering to be provided by vendors pre-PO) approved by AE for issuance to vendors for quotation. (Note: This milestone excludes other documentation: | $ 100,000 | 2024-10, 11 | BS had done the work, AE paid half amount of payment in 2025-1, the remaining outstanding amounts have been invoiced in 2024-12 | 2025-1-8 | $ 50,000 | $ 50,000 |

## Re: 【外部邮件】PCAM North Design Deliverables Milestones Payment

发起会议
2025-05-21 11:11:41

发件人： "chee seng Choong"<cchoong@ascendelements.com>

收件人： "罗毅杰(Luo Yijie 中蓝长化)"<luoyijie@sinochem.com>

抄　送： "chee seng Choong"<cchoong@ascendelements.com> "Deli Li"<dli@ascendelements.com>
"资静斌(Zi Jingbin 中蓝长化)"<zijingbin@sinochem.com> "吴勇刚(Wu Yonggang 中蓝长化)"<wuyonggang3@sinochem.com>
"罗明聪(Luo Mingcong 中蓝长化)"<luomingcong@sinochem.com>

Yijie,

Benoit is planning to discuss internally this week.  However, he had to go for emergency leave yesterday.
We will get back to you later this week or next week when he is back in US.
Sorry for the delay.

Regards,
**CS Choong**
Project Manager - China Operations
cchoong@ascendelements.com
+1 774-314-9589 (US) / +60 108206219 (M'sia)

# Re: Re: 【外部邮件】PCAM North Design Deliverables Milestones Payment

发起会议
2025-05-27 15:27:22

发件人： "chee seng Choong" <cchoong@ascendelements.com>

收件人： "罗毅杰(Luo Yijie 中蓝长化)" <luoyijie@sinochem.com>

抄　送： "Deli Li" <dli@ascendelements.com> "Benoit Tranape" <btranape@ascendelements.com>
"资静斌(Zi Jingbin 中蓝长化)" <zijingbin@sinochem.com> "吴勇刚(Wu Yonggang 中蓝长化)" <wuyonggang3@sinochem.com>
"罗明聪(Luo Mingcong 中蓝长化)" <luomingcong@sinochem.com> .. [1还有1个联系人]

Yijie,

Benoit is back from emergency leave.
We will advise our position after AE's internal review this week.
Sorry for the delay in getting back to you.

Regards,
**CS Choong**
Project Manager - China Operations
cchoong@ascendelements.com
+1 774-314-9589 (US) / +60 108206219 (M'sia)

## Re: Re: Re: 【外部邮件】PCAM North Design Deliverables Milestones Payment

发起会议
2025-05-30 10:22:44

发件人： "chee seng Choong"<cchoong@ascendelements.com>

收件人： "罗毅杰(Luo Yijie 中蓝长化)"<luoyijie@sinochem.com>

抄　送： "Deli Li"<dli@ascendelements.com> "Benoit Tranape"<btranape@ascendelements.com>
"资静斌(Zi Jingbin 中蓝长化)"<zijingbin@sinochem.com> "吴勇刚(Wu Yonggang 中蓝长化)"<wuyonggang3@sinochem.com>
"罗明聪(Luo Mingcong 中蓝长化)"<luomingcong@sinochem.com> .. [1还有2个联系人]

Meeting scheduled for today US time.  We will get back to you.

Regards,
**CS Choong**
Project Manager - China Operations
cchoong@ascendelements.com
+1 774-314-9589 (US) / +60 108206219 (M'sia)

# Re: Re: Re: Re: 【外部邮件】PCAM North Design Deliverables Milestones Payment

发起会议
2025-06-03 10:48:07

发件人： "chee seng Choong"<cchoong@ascendelements.com>

收件人： "罗毅杰(Luo Yijie 中蓝长化)"<luoyijie@sinochem.com>

抄　送： "Deli Li"<dli@ascendelements.com> "Benoit Tranape"<btranape@ascendelements.com>
"资静斌(Zi Jingbin 中蓝长化)"<zijingbin@sinochem.com> "吴勇刚(Wu Yonggang 中蓝长化)"<wuyonggang3@sinochem.com>
"罗明聪(Luo Mingcong 中蓝长化)"<luomingcong@sinochem.com> .. [↓还有2个联系人]

Yijie,

Currently, AE is going through the deliverables submitted by BS to evaluate the completeness and quality of the documents.  We will get back to BS this week.

Regards,
**CS Choong**
Project Manager - China Operations
cchoong@ascendelements.com
+1 774-314-9589 (US) / +60 108206219 (M'sia)

# RE: 【外部邮件】RE: Clarification-pCAM North Bluestar milestone payment issue discussion meeting

发起会议
2025-08-15 22:25:48

发件人： "Shaowei Pang" <spang@ascendelements.com>

收件人： "罗毅杰(Luo Yijie 中蓝长化)" <luoyijie@sinochem.com>

抄　送： "Ivonne Flores" <iflores@ascendelements.com> "Luis Porras" <lporras@ascendelements.com>
"David Tong" <dtong@ascendelements.com> "Dustin Whiteley" <dwhiteley@ascendelements.com>
"Luis Martinez - Contractor" <lmartinez@ascendelements.com> .. [↓还有4个联系人]

EJ and Bluestar team,

Due to AE changed project strategies, our Apex 1 phase 2 project is closed, we will put most of our resources on phase 1 project execution.

AE's position for phase 2 (pCAM north) engineering contract is that the contract will be terminated after this additional $50K payment to Bluestar, this is the maximum amount AE can agree considering what Bluestar has performed and current deliverable status. Hope Bluestar can agree with this offer.

If AE restart the project in the future, AE will follow US government requirement to go through open bidding process to select the designer. As Bluestar has performed and completed this work partially, Bluestar will be the preference contractor.

Best Regards.

**Shaowei Pang**

Chemical Manager, PMP

# Re: Re: RE: 【外部邮件】RE: Clarification-pCAM North Bluestar milestone payment issue discussion meeting

发起会议
2025-10-02 23:16:56

发件人： "David Tong"<dtong@ascendelements.com>

收件人： "罗毅杰(Luo Yijie 中蓝长化)"<luoyijie@sinochem.com> "Shaowei Pang"<spang@ascendelements.com>

抄　送： "Ivonne Flores"<iflores@ascendelements.com> "Luis Porras"<lporras@ascendelements.com> "Dustin Whiteley"<dwhiteley@ascendelements.com> "吴勇刚(Wu Yonggang 中蓝长化)"<wuyonggang3@sinochem.com> "罗明聪(Luo Mingcong 中蓝长化)"<luomingcong@sinochem.com> .. [1还有2个联系人]

Dear Bluestar team:

First of all, we apologize for the delay in processing the payment for invoice MOC-11. Due to current cash flow constraints, AE is still in the process of arranging this payment.

Regarding Bluestar's request for AE to consider terminating all contracts and settling overdue fees related to project delays, AE has clarified that milestone payments are contingent upon the approval of deliverables by AE. Nevertheless, As outlined in the letter, AE agrees to pay $50,000 USD to cover the cost of Bluestar's engineering deliverables and associated project delays. The deliverable status was outlined in our letter dated July 7, 2025. We hope Bluestar can accept this proposal.

Thanks.

Regards

David Tong 童弈林

Engineering Lead

dtong@ascendelements.com

+86 13917950888