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**CONTRACT OF SALE**  
**AGR\_PCTrev9.rtf**

This Agreement ("Agreement") is made effective as of June 3, 1998, between BioDigester Technologies at Grand Forks, North Dakota 58201, (BUYER) (hereafter, "BDT") and PCT, Inc., of Davenport, Iowa (SELLER) (hereafter, "PCT").

**WITNESSETH:**

**WHEREAS**, SELLER desires to sell certain assets of PCT, and

**WHEREAS**, BUYER desires to purchase these assets from SELLER under the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties have agreed and by these presents do agree as follows:

**ARTICLE 1: PURCHASE AND SALE OF ASSETS**

1.01 On the Closing Date (hereinafter defined) the SELLER shall sell and BUYER shall purchase all the SELLER's right, title, and interest in and to the following designated assets of PCT as the same shall exist on the Closing Date (collectively, the "ASSETS"):

(a) All intangible assets associated with PCT's product line known as "Grit Recycling System", including, without limitation, such associated tangibles like copies of all pertinent books and records, customer lists, all drawings, blueprints, plans and specifications used or useful in connection with the SELLER's businesses of said Grit Recycling Systems;

(b) In respect to the Grit Recycling System Business of PCT, rights, privileges, and interests, including, without limitation, those arising under or by reason of written contracts, agreements, permits, agreements or arrangements of lease with respect to intangible property as above, or interests therein, consents, licenses, authorities, certificates, agreements with suppliers or customers, and any and all management or agency agreements or arrangements.

(c) All patents enumerated and listed in Exhibit B, or licenses, Trademarks listed in Exhibit C, permits or authorizations creating or setting forth obligations, rights, privileges, or interests issued or granted by governmental authorities or private parties to maintain and operate the Grit Recycling System business of PCT.

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### ARTICLE 11: NON-COMPETITION

SELLER discloses and BUYER acknowledges that SELLER reserves the right to continue in its normal business operations to develop and prototype certain abrasive blasting accessories that do not infringe with the Grit Recycling System business sold herein, to BioDigester Technologies. IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

### ARTICLE 12: RATIFICATION

This Agreement becomes effective only when signed by all Parties below and when ratified by the Board of Directors of BDT, as verified by a Ratification Resolution, to be attached to this Agreement as Exhibit E.

#### SELLER:

PCT, Inc.

By: Terrance W. Thompson Date: 6-9-98  
Terrance W. Thompson, President

#### BUYER:

BioDigester Technology, Inc.

By: Don V. Mathsen Date: 6/4/98  
Don V. Mathsen, CEO

#### Ratified and Endorsed by BUYER's Board of Directors:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
H. Peter Hombach, President

**EXHIBIT B**

*Identification of PCT Patents*

<u>DATE FILED</u>	<u>SERIAL NUMBER</u>	<u>NAME</u>
June 7, 1995	08/482,445 (divisional of 08/215,280)	Abrasive Grit Material Recovery System
<del>July 5, 1996</del>	<del>08/675,919</del>	<del>Abrasive Grit Material Recovery System</del> <i>NEW 6-10-98</i>
March 21, 1994	08/215,280	Abrasive Grit Material Recovery System
June 7, 1995	08/472,408 (divisional of 08/215,280)	Abrasive Grit Material Recovery System

**EXHIBIT C**

*PCT, Inc. trademarks usable by BioDigestors Technologies or subsidiaries*

**GRS**

**Grit Recycling Systems**

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