

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI881814

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
INBICON A/S	08/12/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	New Energy Blue LLC
<b>Street Address:</b>	480 New Holland Avenue
<b>Internal Address:</b>	Suite 8000
<b>City:</b>	Lancaster
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	17602
<b>PROPERTY NUMBERS Total: 13</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12996392
Application Number:	11989027
Application Number:	13361981
Application Number:	13753541
Application Number:	14702210
Application Number:	15013366
Application Number:	14418667
Application Number:	17329960
Application Number:	18523358
Application Number:	14378332
Application Number:	14910531
Application Number:	14908913
Application Number:	16347091
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	(401)601-6517
<b>Email:</b>	lisa.bianco@stevenslee.com

**Correspondent Name:** Lisa Bianco  
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**Address Line 2:** Suite 400  
**Address Line 4:** PRINCETON, NEW JERSEY 08540

**ATTORNEY DOCKET NUMBER:** in -NEBGEN (118291-00002)

**NAME OF SUBMITTER:** LISA BIANCO

**SIGNATURE:** /LISA BIANCO/

**DATE SIGNED:** 03/12/2025

**Total Attachments: 20**

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ASSET TRANSFER AGREEMENT

between **INBICON A/S**

and **NEW ENERGY BLUE LLC**

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LAW FIRM  
WWW.KROMANNREUMERT.COM  
CENTRAL BUSINESS REGISTER  
(CVR) NO. DK 62 60 67 11

NICOLAJ BORDING

MATTER ID. 1074171  
DOC. NO. 1074171-522549463-85-1.3

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COPENHAGEN  
SUNDKROGSGADE 5  
DK-2100 COPENHAGEN Ø

AARHUS  
RÅDHUSPLADSEN 3  
DK-8000 AARHUS C

LONDON  
65 ST. PAUL'S CHURCHYARD  
LONDON EC4M 6AP

**PATENT**  
**REEL: 070485 FRAME: 0339**

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CONTENTS

1.	PREAMBLE	3
2.	DEFINITIONS	4
3.	ASSIGNMENT OF THE IPR TO NEB	5
4.	PURCHASE PRICE	6
5.	INBICON EARN OUT RIGHTS	6
6.	WAIVER OF NEB'S RIGHT OF FIRST REFUSAL TO THE RNS PATENTS	7
7.	MBF'S LICENSE TO KNOW-HOW RELATED TO THE IKA PLANT AND INBICON'S OPERATION OF A BIOETHANOL PLANT	8
8.	REGISTRATION OF TITLE AND RECORDAL OF TRANSFER	8
9.	MAINTENANCE AND ENFORCEMENT OF THE IPR	9
10.	WARRANTIES	9
11.	CONFIDENTIALITY	10
12.	TERMINATION	11
13.	MISCELLANEOUS	12
14.	GOVERNING LAW & DISPUTE RESOLUTION	14

EXHIBITS

Exhibit 1	License Agreement between Inbicon A/S and New Energy Blue LLC signed on 8 August 2019
Exhibit 2	Asset Transfer Agreement between Inbicon A/S and Renescience A/S signed on 12 August 2024
Exhibit 3	License Agreement between Renescience A/S and New Energy Blue LLC signed on 12 August 2024

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## PARTIES

between	<b>INBICON A/S</b>	and	<b>NEW ENERGY BLUE LLC</b>
	CVR. no.: 27036635		EIN: 47-4814381
	Kraftværksvej 53		Suite 8000
	DK-7000 Fredericia		480 New Holland Avenue
	("Inbicon")		Lancaster, PA 17602
			USA
			("NEB")

In this Asset Transfer Agreement (the "**Agreement**"), Inbicon and NEB may be referred to individually as a "**Party**" and collectively as the "**Parties**".

## 1. PREAMBLE

The parties have entered into a non-binding term sheet of 10 June 2024 outlining the principal terms and conditions for the transfer of the full ownership rights to the IPR (as defined in Clause 2.12) from Inbicon to NEB.

Consequently, the purpose of this Agreement is to set out the terms and conditions on which Inbicon will assign and transfer the IPR to NEB and NEB will acquire the IPR from Inbicon.

In parallel with the transfer of the IPR under this Agreement, Inbicon will assign and transfer, and RNS (as defined in Clause 2.18) will acquire, the full ownership rights to the RNS Patents (as defined in Clause 2.19). To ensure that NEB will continue to enjoy a license to the RNS Patents following the transfer of the full ownership rights to the RNS Patents from Inbicon to RNS, NEB and RNS will enter into a separate license agreement granting NEB a license to the RNS patents on the same terms and conditions as those included in the existing License Agreement between Inbicon and NEB, except for clause 6 and 7 of said agreement.

Upon completion of the transfer of the RNS Patents from Inbicon to RNS, the Parties agree that their existing License Agreement (as defined in Clause 2.13), which concerns both the IPR and the RNS Patents (as defined in Clause 2.19), will automatically terminate with immediate effect.

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## 2. DEFINITIONS

- 2.1 **"Affiliate"** shall mean any legal entity controlling or controlled by one of the Parties by virtue of holding, directly or indirectly, through stock ownership or otherwise, more than fifty percent (50%) of the power to direct or cause the direction of management or policies of such legal entity. In relation to Inbicon, the term Affiliate shall exclude: (a) the Danish state and any member or instrumentality thereof; and (b) any Person controlled by the Danish state or any instrumentality thereof (other than Ørsted A/S and the Persons that it directly or indirectly controls).
- 2.2 **"Biomass Refinery"** shall mean a plant or factory converting agricultural or forestry biomass sources into 2G bio-ethanol potentially combined with various bi products.
- 2.3 **"Business Days"** shall mean any day on which the banks in USA and Denmark are open for business, however excluding weekends and public holidays.
- 2.4 **"Dispute"** has the meaning given in Clause 14.2.1.
- 2.5 **"Effective Date"** shall mean 13 August 2024.
- 2.6 **"IKA Plant"** means the commercial demonstration facility in Kalundborg, Denmark, constructed by Inbicon and operated during the period December 2009 - November 2014.
- 2.7 **"Inbicon Documents"** shall mean the documents listed in **Schedule 3**, but only insofar as such documents in Schedule 3 are already in NEB's possession as per the Effective Date.
- 2.8 **"Inbicon's Knowledge"** shall mean the knowledge of Inbicon.
- 2.9 **"Inbicon Technology"** shall mean Inbicon's lignocellulosic biomass conversion technology, which includes technology and know-how for converting non-food biomass to second generation bioethanol and valuable products for

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renewable power and biochemical products. However, under no circumstances shall Inbicon Technology extend to cover any know-how exclusively relating to the RNS patents.

- 2.10 **"Inside Information"** shall be given the meaning in Clause 11.5.
- 2.11 **"Inbicon Trademarks"** shall mean the trademarks set out in **Schedule 1** and any other registered or unregistered right to use the trade name "Inbicon" in relation to commercial use of the Inbicon Technology.
- 2.12 **"IPR"** shall mean the Patent Rights as well as any and all know-how relating to the Patent Rights (including the Inbicon Documents), the Inbicon Technology and the Inbicon Trademarks.
- 2.13 **"License Agreement"** shall mean the license agreement between Inbicon and New Energy Blue LLC, signed on 8 August 2019 (enclosed as **Exhibit 1** to this agreement).
- 2.14 **"MBF"** shall mean Meliora Bio Facilities A/S (formerly RE Energy Properties A/S), CVR no.: 30899059, Slotsherrensvej 411B, 2610 Rødovre, Denmark.
- 2.15 **"NEB Waiver"** has the meaning given in Clause 6.1
- 2.16 **"Patent Rights"** shall mean the patent rights set out in **Schedule 2** and any and all continuations, continuations-in-part, divisionals, extensions, renewals, substitutions and additions thereof, including rights to claim priority rights, and any improvements made hereto by Inbicon.
- 2.17 **"Purchase Price"** has the meaning given in Clause 4.1.
- 2.18 **"RNS"** shall mean Renescience A/S, CVR no.: 31846803, C/O Ørsted A/S, Kraftværksvej 53, Skærbæk, 7000 Fredericia, Denmark.
- 2.19 **"RNS Patents"** shall mean the following patent rights and any and all continuations, continuations-in-part, divisionals, extensions, renewals, substitutions and additions thereof, including rights to claim priority rights:
- WO2006/056838 (P046856); and
  - WO2017/088892 (P057067).
- 2.20 **"Territories"** shall mean all jurisdictions in North America, Central America, South America and the Caribbean.
- 2.21 **"Third Party"** shall mean any person or legal entity that is neither an Affiliate nor a Party.

### 3. ASSIGNMENT OF THE IPR TO NEB

- 3.1 Subject to the terms and conditions set forth in this Agreement, and upon the Effective Date, Inbicon hereby irrevocably assigns and transfers to NEB all rights, title and interests in and to the IPR whereupon NEB shall become the exclusive owner of the IPR.

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- 3.2 Inbicon will transfer the know-how and documents listed in **Schedule 3** to NEB as part of the transfer. However, for the avoidance of doubt, any know-how exclusively relating to the RNS patents which may be included in any of the documents listed in **Schedule 3** will not be transferred for NEB's ownership and Inbicon will continue to be the exclusive owner of any such know-how.
- 3.3 With respect for the last sentence of Clause 3.2, know-how related to the Patent Rights that Inbicon might later discover to be in possession of and which was not assigned or transferred to NEB upon the Effective Date, shall be assigned and transferred from Inbicon to NEB automatically upon discovery. Inbicon undertakes to inform NEB of any know-how relating to the Patent Rights, which is discovered following the Effective Date. Upon request from NEB, Inbicon undertakes to use reasonable endeavours to investigate if Inbicon is in possession of any such know-how related to the Patent Rights.

## 4. PURCHASE PRICE

- 4.1 The Parties agree that the total purchase price payable by NEB to Inbicon for the acquisition of the IPR is [REDACTED] (the "**Purchase Price**").
- 4.2 The Purchase Price due under Clause 4.1 is exclusive of value added tax. Any value-added tax applicable will be paid by NEB to Inbicon in addition to the Purchase Price.
- 4.3 The Purchase Price shall be paid by NEB to Inbicon no later than 60 days after signing of this Agreement.
- 4.4 In the event of NEB's late payment of the Purchase Price, Inbicon is entitled to charge default interest on any outstanding amount on a daily basis at a rate equivalent to 3% above the minimum lending rate then in force in Denmark. Such default interest shall be calculated from the due date until and including the date on which NEB's payment of the Purchase Price is received by Inbicon.
- 4.5 NEB's payment of the Purchase Price shall be made by means of wire transfer, free of charges, fees, taxes and other deductions with same day value in immediate available funds to the following bank account of Inbicon:

[REDACTED]

## 5. INBICON EARN OUT RIGHTS

### 5.1 Payment Scheme

- 5.1.1 In addition to NEB's payment of the Purchase Price (subject to the terms outlined in Clause 4 above) and upon achievement of each of the events set out in the following table, NEB shall pay to Inbicon the non-refundable, non-deductible amount(s), subject to Clause 5.2.3 below, set out next to such events in the table below:



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<u>Event</u>	<u>Amount to be paid</u>
One-time fees per Biomass Refinery no. 2-5 commissioned in the Territories	

5.1.2 For the avoidance of doubt, the count of Biomass Refineries relevant under Clause 5.1.1 shall be consecutive from the Effective Date going forward.

**5.2 Payment terms**

5.2.1 The fees pertaining to Biomass Refinery no. 2-5, respectively, will be due and payable 10 (ten) Business Days after (1) the completion of a reliability test or similar test in accordance with the construction agreement regarding such Biomass Refinery, or (2) the issuance of a certificate of completion, commissioning or similar by the engineer or construction firm constructing such Biomass Refinery, whichever occurs first.

5.2.2 All sums due under this Clause:

a) are exclusive of value added tax. Any value-added tax applicable will be paid by NEB to Inbicon in addition to the sums due.

b) shall be paid in USD in cash by transferring an amount in the aggregate to the following account:

[REDACTED]

[REDACTED]

c) shall be made by the due date (as defined in Clause 5.2.1), failing which Inbicon may charge default interest on any outstandings on a daily basis at a rate equivalent to 3% above the minimum lending rate then in force in Denmark. Such default interest shall be calculated from the due date until and including the date on which NEB's payment of the outstandings is received by Inbicon.

5.2.3 In the event that the Patent Rights are invalidated - in whole or in part - in any jurisdiction within the Territories, NEB shall as its only remedy be entitled to claim a proportionate reduction of the payment obligation according to Clause 5.1.1 based on the value of the invalidated parts of the Patent Rights. However, this remedy shall only be applicable in relation to future payments with a due date after any potential invalidation - in whole or in part - of the Patent Rights. Accordingly, in no event shall there be a re-adjustment of already made payments under Clause 4.1 and 5.1.1 in case of a subsequent invalidation - in whole or in part of the Patent Rights.

**6. WAIVER OF NEB'S RIGHT OF FIRST REFUSAL TO THE RNS PATENTS**

6.1 On the terms as set out in Clause 6.2, NEB agrees to waive, in full, its right of first refusal under Clause 9 of the License Agreement (Exhibit 1) to the RNS patents. Accordingly, NEB undertakes to accept that the RNS Patents

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and any and all continuations, continuations-in-part, divisionals, extensions, renewals, substitutions and additions thereof, including rights to claim priority rights, are transferred (for ownership), in full, from Inbicon to RNS ("NEB Waiver").

6.2 The NEB Waiver shall be conditioned upon, with no legally binding effect on NEB until, fully signed and executed versions of the following agreements, both of which shall be appendices to this Agreement;

- (i) a transfer and assignment agreement between Inbicon and RNS, transferring for ownership the RNS patents to RNS, which transfer and assignment agreement shall be conditioned upon signing of this Agreement (**Exhibit 2**),
- (ii) a license agreement between RNS and NEB, granting NEB a full license to the RNS patents subject to the same terms and conditions as the existing License Agreement, except for Clause 6 and 7 of the License Agreement, which license agreement shall be conditioned upon signing of this Agreement (**Exhibit 3**).

6.3 Subject to the fulfilment of the obligations stipulated in Clauses 6.1 and 6.2 above, and upon completion of the transfer of the RNS Patents from Inbicon to RNS, the Parties agree that the License Agreement is automatically terminated with immediate effect, except for Clauses 11.1.1 (in so far as relating to NEB's possible liability accrued before termination of the License Agreement), 13 and 14 of the License Agreement which shall survive the agreed termination of the License Agreement.

## 7. MBF'S LICENSE TO KNOW-HOW RELATED TO THE IKA PLANT AND INBICON'S OPERATION OF A BIOETHANOL PLANT

7.1.1 NEB understands and accepts that Inbicon has entered into a license agreement with MBF (the "MBF License Agreement") according to which MBF is granted a license to use know-how, whether or not patentable, inventions, discoveries, data, information, protocols, processes, manuals, methods, techniques, materials, technology, results algorithms, plans, expertise, or other know-how relating to the IKA Plant and Inbicon's operation of a bioethanol plant in relation to research, development, operation, manufacture and commercialization of bioethanol at the IKA Plant.

7.1.2 Under the MBF License Agreement, Inbicon may transfer such know-how as mentioned in Clause 7.1.1 provided that the assignee or transferee has agreed in writing to be bound by the terms of the MBF License Agreement. Therefore Inbicon, NEB, MBF and RNS has entered an addendum to the MBF License Agreement on 12 August 2024 confirming said transfer of know-how.

## 8. REGISTRATION OF TITLE AND RECORDAL OF TRANSFER

8.1 After completion of the transfer of the ownership rights to the IPR, NEB is responsible for registering the change of title and/or ownership in and to the IPR where such registration of right, title and/or ownership is required, including

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with the relevant patent and trademark authorities. Inbicon hereby agrees to provide such assistance as is reasonably required in order for NEB to make such registrations, including to execute and deliver all documents, and to perform all acts, as may be necessary or desirable to effectuate the transfer and registration hereof of the IPR to NEB. This includes, but is not limited to, obtaining signatures and cooperation from any employees, co-applicants, or inventors who are necessary to complete the transfer. Inbicon further agrees to provide any additional assistance that NEB may reasonably request to ensure the transfer of the IPR to NEB. Inbicon will issue a power of attorney to NEB at NEB's reasonable request.

- 8.2 Upon reasonable request from NEB, Inbicon shall provide documentation of use of the Inbicon Trademarks prior to the Effective Date to NEB to the extent such documentation exists and is readily available to Inbicon.
- 8.3 NEB shall cover all costs and expenses pertaining to the registration or re-registration of the IPR, including any registration or re-registration deemed necessary as a consequence of this Agreement.

## 9. MAINTENANCE AND ENFORCEMENT OF THE IPR

- 9.1 Following completion of the transfer and assignment of all rights, title and interests in and to the IPR from Inbicon to NEB, NEB shall be solely responsible for, at its own costs and expenses, prosecuting and maintaining the Patent Rights.

## 10. WARRANTIES

- 10.1 Each Party warrants and represents to the other Party that;
- a) it has the full and unrestricted power and authority to enter into this Agreement and to perform the activities under this Agreement;
  - b) as of the Effective Date, it has not entered into any conflicting Third Party agreements, and it shall not enter into any Third Party agreements during the term of this Agreement that would prevent or interfere with its performance of its obligations under this Agreement.
- 10.2 Inbicon represents and warrants to NEB that as of the Effective Date (i) it is the registered proprietor of the IPR and (ii) that it has the full right, title and authority to assign the IPR to NEB under this Agreement.
- 10.3 Inbicon warrants that to the best of Inbicon's Knowledge as of the Effective Date the IPR, except the Inbicon Trademarks, are valid and enforceable.
- 10.4 Inbicon warrants that to the best of Inbicon's Knowledge as of the Effective Date the IPR, except for the Inbicon Trademarks, does not infringe any Third Party proprietary rights in the Territories. Inbicon warrants that to the best

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of Inbicon's Knowledge as of the Effective Date there is no litigation, arbitration, action, investigation, opposition proceeding, or other proceeding, whether existing or threatened, against any of the IPR.

10.5 Inbicon warrants to NEB that the IPR is transferred free of any liabilities, encumbrances, licenses and charges, subject to the condition included in Clause 7.

10.6 Inbicon warrants that all fees necessary to maintain, protect and enforce the IPR, except the Inbicon Trademarks, have been paid and that no such fees are due within 30 Business Days of the Effective Date.

## 11. CONFIDENTIALITY

11.1 Inbicon agrees to maintain in strict confidence all know-how, trade secrets and other confidential information related to the IPR ("**Confidential Information**"). Inbicon shall not disclose any Confidential Information to any third party without the prior written consent of NEB.

11.2 Inbicon further agrees not to disclose any information that could be detrimental to the novelty or patentability of any unpublished patents or patent applications related to the IPR. This includes, but is not limited to, any technical details, research data, or other information that has not been made public.

11.3 Information not related to the IPR acquired by each Party regarding the other in connection with the negotiation, entering into, and performance of this Agreement, shall also be considered confidential and neither Party shall, without the other Party's prior written consent, use or disclose such information to any Third Party

11.4 The obligations of confidentiality and non-disclosure shall not apply to information that:

- i. is used by the Party for the purpose of this Agreement;
- ii. is or becomes available to the public other than as a result of disclosure contrary to this obligation;
- iii. can be positively demonstrated to have been received by a Party from a Third Party who is lawfully in possession of and entitled to disclose the information or already in the public domain;
- iv. by the provisions of the Agreement is allowed and/or intended to be disclosed to a Third Party, including the registration of title and recordal of transfer, cf. Clause 7, or is required to be disclosed in order for the Party to comply with current legislation or other rules and regulations (including but not limited to any disclosure obligations imposed by a stock exchange) or to satisfy a specific court order; or
- v. is disclosed to the Party's accountant, legal and financial advisor, investors or others who are required by law or have agreed to keep the information confidential.

11.5 Without limitation to anything in the foregoing in this Clause 11, the shares of Ørsted A/S (Inbicon's ultimate parent company) are listed on NASDAQ Copenhagen A/S and Ørsted A/S has issued bonds that are listed on the London Stock Exchange and Luxembourg Stock Exchange, respectively. Some or all of the confidential information as well as information about the transfers and assignments entered into pursuant to this Agreement and their progress may from time to time be inside information (as such term is defined in Article 7 of the EU Market Abuse Regulation (2014/596) ("**MAR**") ("**Inside Information**") about Ørsted A/S and financial instruments issued by Ørsted A/S. Each

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Party acknowledges and accepts that it (or, if relevant, its Affiliates) and its (or their) representatives may at any time come into possession of Inside Information, and confirms that in such event it will comply with, and procure that its relevant Affiliates and its and their representatives will comply with, the restrictions and obligations applying to insiders set out in MAR and any implementing regulation relating thereto.

- 11.6 The obligations of confidentiality under this Clause 11 shall continue indefinitely from the Effective Date until such time as the Confidential Information becomes publicly available.

## **12. TERMINATION**

- 12.1 Neither Party can terminate this Agreement unilaterally, unless the other Party is in material breach or default of this Agreement.
- 12.2 Upon a material breach of this Agreement by a Party, the non-breaching Party shall notify, in writing, the Party in breach describing the breach and stating its intention to terminate this Agreement if the Party in breach does not remedy the breach within thirty (30) calendar days of receipt of such written notice. If the Party in breach does not remedy the breach within thirty (30) calendar days of receipt of such written notice, the non-breaching Party is entitled to terminate this Agreement immediately and without further notice.
- 12.3 Notwithstanding Clause 12.2, in the event of NEB's lack of payment of the Purchase Price or any of the amounts to be paid under Clause 5 within the agreed date of payment, Inbicon's notice to terminate for material breach, and NEB's period to remedy such breach, shall both be thirty (30) calendar days. If the breach is not remedied within that time, during which Inbicon shall be entitled to default interests according to Clauses 4.4 and 5.2.2 c) respectively, Inbicon may consider this to represent a material breach of this Agreement entitling Inbicon to either (i) demand that the Purchase Price and any remaining instalments under Clause 5 are paid by NEB to Inbicon immediately or (ii) terminate the Agreement with immediate effect and demand that the IPR is transferred back to Inbicon at NEB's expense upon which Inbicon will become the exclusive owner of the IPR.
- 12.4 Upon termination of this Agreement, all obligations and rights of the Parties which are intended to survive the termination, including but not limited to Clauses 11 (Confidentiality) and 14 (Governing Law & Dispute Resolution), shall continue in full force and effect. Termination of this Agreement shall not release either Party from any liability or right of action which at the time of termination has already accrued to either Party or which may thereafter accrue in respect of any act or omission prior to such termination.
- 12.5 A Party's right of termination under this Agreement, and the exercise of any such right, shall be without prejudice to any other right or remedy (including any right to claim damages) that such Party may have in the event of a breach of this Agreement or other default by the other Party.

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## 13. MISCELLANEOUS

### 13.1 Expenses

- 13.1.1 Except as otherwise expressly provided herein, each Party shall cover its own respective costs and expenses, including fees and disbursements of counsels, incurred in relation to the drafting, negotiation and execution of this Agreement and the activities contemplated hereby.

### 13.2 Notices

- 13.2.1 Any notice, request, demand, waiver or other communication given to a Party under or in connection with this Agreement shall be made in writing and sent by means that provide proof of delivery at the following addresses (or at such other addresses as shall be given in writing by any Party to the other Party thereto):

For Inbicon:

Contact persons: Vladimir Ivanić and Anders Zoëga Hansen  
5 Howick Place  
London SW1P 1WG  
United Kingdom  
and  
Nesa Alle 1  
DK-2820 Gentofte  
Denmark

[REDACTED]

For NEB:

Contact persons: Tom Corle and Albury Fleitas  
Suite 8000  
480 New Holland Avenue  
Lancaster, PA 17602  
USA

[REDACTED]

### 13.3 Severability

- 13.3.1 If any provision of this Agreement shall be held illegal, void or ineffective, the remaining portions thereof shall remain in full force and effect so long as such remaining portions do not materially change the intent of the Agreement or the right or obligations of the Parties thereunder. If any term or provision of the Agreement is in conflict with any applicable statute or law, then such term or provision shall be deemed inoperative to the extent of such conflict and the Parties will renegotiate the affected terms and conditions of the Agreement.

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## 13.4 **Entire Agreement**

- 13.4.1 This Agreement represents the entire understanding and agreement between the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, between the Parties.

## 13.5 **No Agency**

- 13.5.1 Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf, unless otherwise expressly stated in this Agreement.

## 13.6 **Assignment**

- 13.6.1 Neither Party may assign or delegate its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void. However, NEB may, upon notice to Inbicon, freely assign in whole or in part the performance of its obligations under this Agreement to any Affiliate of NEB provided that no assignment shall relieve NEB of its obligations hereunder. Subject to this Clause 13.6.1, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

## 13.7 **No Third Party beneficiaries**

- 13.7.1 This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any Third Party's legal right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

## 13.8 **Amendment and Modification; Waiver**

- 13.8.1 This Agreement may only be amended, modified or supplemented by written agreement signed by the Parties.
- 13.8.2 No waiver of any Party of any of its rights under this Agreement shall take effect unless explicitly set forth in writing by the Party waiving its right(s). No failure or delay by any Party in exercising any right, remedy, power or privilege arising out of or in connection with this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## 13.9 **Counterparts**

- 13.9.1 This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall be deemed to be one and the same agreement.

KROMANN  
REUMERT**14. GOVERNING LAW & DISPUTE RESOLUTION****14.1 Governing Law**

14.1.1 This Agreement shall be governed by and construed in accordance with Danish law.

**14.2 Dispute Resolution**

14.2.1 If any dispute(s), difference(s), or disagreement(s) (each, a "**Dispute**") of any kind whatsoever arise(s) between the Parties in connection with or arising out of this Agreement, the Parties shall promptly and in good faith negotiate towards an amicable resolution and settlement of the Dispute.

14.2.2 If no resolution to the Dispute has been reached within thirty (30) calendar days (or such other period of time as mutually agreed between the Parties) after such Dispute was first identified by either Party in writing to the other, the Dispute shall be settled by final and binding arbitration in accordance with the Arbitration Rules of the Danish Institute of Arbitration (Copenhagen Arbitration). The seat of the arbitration shall be in Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English.

14.2.3 The foregoing provisions shall not affect the right of either Party to apply to any ordinary court of competent jurisdiction for preliminary injunctions to preserve a proprietary right or remedy.

\*

\* \*

**FOR INBICON A/S**

DocuSigned by:



12.08.2024

01756FE46E56448...

Signature

Name: Mikael Brandt

Position: Chairman

DocuSigned by:



12.08.2024

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Signature

Name: Hanne Risbjerg Sørensen

Position: Director

**FOR NEW ENERGY BLUE LLC**

DocuSigned by:



12.08.2024

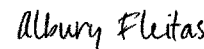
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Signature

Name: Thomas Corle

Position: CEO

DocuSigned by:



12.08.2024

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Signature

Name: Albury Fleitas

Position: President



# KROMANN REUMERT

## Exhibits

- |           |  |
|-----------|--|
| Exhibit 1 | License Agreement between Inbicon A/S and New Energy Blue LLC signed on 8 August 2019      |
| Exhibit 2 | Asset Transfer Agreement between Inbicon A/S and Renescience A/S signed on 12 August 2024  |
| Exhibit 3 | License Agreement between Renescience A/S and New Energy Blue LLC signed on 12 August 2024 |

# KROMANN REUMERT

## Schedule 1

Trademark	Reg. No.	Jurisdiction	Classes	Status
INBICON	005833348	EU	1, 4, 9, 39, 40, 42	Registered
INBICON	UK00905833348	UK	1, 4, 9, 39, 40, 42	Registered
INBICON	VR 2007 02290	Denmark	1, 4, 9, 39, 40, 42, 45	Registered
INBICON	829189416	Brazil	1	Registered
INBICON	829189467	Brazil	4	Registered
INBICON	829189459	Brazil	9	Registered
INBICON	926015	International TM / WIPO designating	1, 4, 9, 39, 40, 42	Registered
		- Norway	1, 4, 9, 39, 40, 42	Registered
		- China	1, 4, 39, 40, 42	Registered
		- Japan	1, 4, 9, 39, 40, 42	Registered
		- Switzerland	1, 4, 9, 39, 40, 42	Registered
INBICON	12307830	China	7	Registered
INBICON	12307829	China	11	Registered
INBICON	12307828	China	31	Registered
INBICON	12307827	China	35	Registered
INBICON	12307469	China	37	Registered
INBICON	12307468	China	45	Registered
INBI CON	12307455	China	4	Registered
INBI CON	12307454	China	7	Registered
INBI CON	12307453	China	11	Registered
INBI CON	12307452	China	31	Registered
INBI CON	12307451	China	35	Registered
INBI CON	12307450	China	37	Registered
INBI CON	12307449	China	39	Registered
INBI CON	12307448	China	40	Registered
INBI CON	12307447	China	42	Registered
INBI CON	12307446	China	45	Registered

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## Schedule 2

Case Number	Country	Sub Case	Case Type	Status	Application No.
P046862	BR	01	PCT	Granted	PI0909856-9
P046862	CA	01	PCT	Granted	2,726,443
P046862	US	02	PCT	Granted	12/996,392
P046865	BR	01	PCT	To be appealed	PI0613681-8
P046865	BR	02	DIV	To be appealed	PI0622271-4
P046865	BR	03	DIV	Granted	BR122014013416-9
P046865	US	02	PCT	Granted	11/989,027
P046865	US	03	DIV	Granted	13/361,981
P046865	US	04	DIV	Granted	13/753,541
P046865	US	05	DIV	Granted	14/702,210
P046865	US	06	CON	Granted	15/013,366
P047539	BR	01	PCT	Granted	BR 11 2015 001868 8
P047539	US	05	PCT	Granted	14/418,667
P047539	US	06	CON	Granted	17/329,960
P047539	US	07	CON	Published	18/523,358
P049332	BR	01	PCT	Granted	BR1120140201811
P049332	US	03	PCT	Granted	14/378,332
P052455	BR	01	PCT	Granted	BR 11 2016 002490.7
P052455	US	02	PCT	Granted	14/910,531
P055877	BR	01	PCT	Granted	BR 112016001975 0
P055877	US	01	PCT	Granted	14/908,913
P057068	CA	01	PCT	Pending	3,040,380
P057068	BR	01	PCT	Pending	1120190091114
P057068	US	02	PCT	Published	16/347,091

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## Schedule 3

Document Type	Identifier	Topic	Document Title
Pondus	1035272		25_percent_cost_reduction_-_Inbicon_full_scale_plant_1035272.pdf
Pondus	1084117		Afrapportering for u__2 [DOK1084117].DOC
Pondus	1091154		INB Addition caustic soda for pH-adjustment DOK1091154.doc
			1127163_Captia_Experimental_Validation_of_the_Inbicon_Process_Utilizing_Metso_Pretreatment_Equipment_DOR1127163S.doc
Pondus	1136936		Metso - MoM Pre-treatment packaged for Mitsui (DOK1136936).pdf
Pondus	1138045	PT Data	Evaluation of concentrations of degradation products from thermal pretreatment in IKA process streams and waste water [DOK1138045].DOC
			Multivariant analyse
Pondus	1147898		1-01530 INB Water balance makeup water for utilities [DOK1147898].DOC
			2 stage hydrolysis desig.pptx
		Pretreatment	Pretreatment data - opdatering af T1_03-02-2016 [DOK2376354].XLSX
Pondus	1332354		[Captia] Compositional analysis of wheat straw utilized in the Inbicon process 2008 to 2012 (DOK1332354).doc
Pondus	1336010	SOP – Determination of Solids	SOP - Determination of total, suspended and dissolved solids.docx
			MEC - Optimization of Nitrogen source in the Inbicon process_MoM
Pondus	1499794	PT Data	The Inbicon pretreatment - comparison of pilot and demonstration scale
Pondus	1508633	PT Residence Time	Experimental validation of residence time in Inbicon pilot thermal reactor (internal report) [DOK1508633].DOC
Pondus	1539410		[Captia] Inbicon data to process model (DOK1539410)_29august.doc
Pondus	1608060		[Captia] SOP - Determination of Sugars in Liquid Fractions through Weak Acid Hydrolysis (DOK1608060).doc
Pondus	1628046		Prognosis for enzyme cost [DOK1628046].docm
Pondus	1659919		Washing degree and pretreatment severity on glucan and xylan conversion during hydrolysis of wheat straw (DOK1659919).pdf
Pondus	1669615		1-01530 INB Water Balance Project Report [DOK1669615].DOC
Pondus	1709920		Captia_Compositional_analysis_of_corn_stover_utilized_in_the_Inbicon_process_2009_to_2013_DOK1709920.docm
		Bagasse – Yeast Nutrients	Bagasse 1.doc
Pondus	1777528	Bagasse Composition	[Captia] Compositional analysis of Sweet Sugar.pdf

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Pondus	1805138		MEC-B Status for validering af gasproduktionen for vinasse.msg
			1-01530 INB Water Balance Project Report [DOK1669615].DOC
			2013.05.30 Concept for treating thin stillage and C5-liquid to water reuse quality.pdf
			Inbicon data to process model - EFB [DOK1677762].DOCM
Pondus	1850389	CRM	1-02634 CRM project overview [DOK1850389]
Pondus	1857784		PNBS Enzyme cost projections_Raw_data_1857784.XLSX
Pondus	1918807	CRM - Ba- gasse	Commercial Readiness Mapping project report [DOK1918807].docm
		Pretreatment	Opdateret_forbehandlingsdata_Januar_2015.xlsx
Pondus	1964324		Verification_of_V2_in_pilot_scale_with_lime_1964324_13-1-15.docm Verification_of_V2_in_pilot_scale_with_lime_1964324_14-1-15.docm Verification_of_V2_in_pilot_scale_with_lime_1964324_15-1-15.docm Verification_of_V2_in_pilot_scale_with_lime_1964324_18-1-15.docm Verification_of_V2_in_pilot_scale_with_lime_1964324_22-1-15.docm
Pondus	1981013		Procedure for characterisation of pretreatment system [DOK1981013].DOCM
Pondus	2006845		145_Basic_concept_description_RevA
			different_pH_adjustment_agents_in_hydrolysis_and_fermentation.xlsx
Pondus	2080515	Bagasse Pro- cess Model	Inbicon data to process model, bagasse [DOK2080515].DOCM
Pondus	2081408	Bagasse Composition	INB - Compositional Analyses of Sugarcane Bagasse, updated 11-12-2014 [DOK2081408]
		Fermentation related	Initial batch phase shake flask experiment.docx
Pondus	2101158	hydrolysis data	All Hydrolysis data_2014-12-10 anfgo_V2 graphs.xlsx
			All Hydrolysis data_2015-03-09 anfgo
Pondus	2194576		Wheat_straw_as_biomass_for_the_Inbicon_process_-_Specifica- tion_sheet.docx
Pondus	2197695		2016-04-27_Doc_T1_Inbicon_data_to_pro- cess_model_wheat_straw_DOK2407666-app
			Rapport 2014 K4 final.docx
			2015-07-14_Filtration_with_LF_DUYLE__mineral_analyser
Pondus	2376354		Pretreatment data - opdatering af T1_03-02-2016 [DOK2376354]
Pondus	1599926		PNBS_Enzyme_cost_projections_Raw_data_DOK1599926
Pondus	1071889		Process naming and description [DOK1071889].DOC
Pondus	1125515		Definitions_of_process_parameters_used_in_calcula- tions_ANGHA_DOK1125515_____
Pondus	1173371D		EnzymeCostProjection1173371.xlsx

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Pondus	1332354A		2013-03-20_MEC-E_-_105_Compositional_analysis_wheat straw_RevA
Pondus	1492428A		SOP_-_Determination_of_structural_carbohydrates_ash_and_Klason-lignin_through_Strong_Acid_Hydrolysis.doc
Pondus	1493746		MATRIX over INB-versioner [DOK1493746]
Pondus	1539410		Captia_Inbicon_data_to_process_model_DOK1539410
Pondus	1604899		NBS INB IKA. Kampagne 2 2013 - MEC Test. Hydrolyse og Fermentering [DOK1604899].DOCX
Pondus	1873341	PG1000	[Captia] NBS_INB_CRM - PG1000 Project Charter (DOR1873341)(W)