



**Plant Address:** 739 Abe Hall Road, Pollock LA 71467 - **Administration:** 429 Murray Street, Alexandria, LA 71301

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## SALES AGREEMENT

*for the purchase of Biodiesel Production Materials*

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This Agreement for the Sale of Biodiesel Production Materials (the "Sales Agreement"), and located at 739 Abe Hall Road, Pollock LA 713467, is made on August 27, 2015,

**BETWEEN:** **Vanguard Synfuels, LLC (VSL)** (the "Seller"), a corporation organized and existing under the laws of the State of Louisiana, with its head office located at:  
429 Murray Street, Suite 700, Alexandria, LA 71301  
**Admin:** (318) 442-8730 (landline). **Contact:** karen@cenergyhllc.com  
**Contact:** Darrell Dubroc (CEO) darrell@cenergyhllc.com  
**Project Contact:** Ian Lawson (Project Manager) ian@vanguardsynfuel.com  
(619) 977-8771 text and cell.

**AND:** **Alternative Fuel Placement (AFP)** (the "Buyer"), a corporation organized and existing under the laws of the State of Texas, with its head office located at:  
Street address, Texarkana, TX Zip  
**Admin:**  
To be completed

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### 1. SALE OF GOODS

Seller shall sell, transfer to buyer on or before October 15, 2015, the following business property:

- (i) **FEEDSTOCK:** FROM COMPANY'S FEEDSTOCK TANK  
**CONTENTS:** YELLOW GREASE AND USED COOKING OIL BLEND  
**APPROX. QTY:** 120,000 GALS (900,000 LBS)  
**PRICE:** \$0.22/LB
  
- (ii) **IN-PROCESS FLUIDS\*:** FROM VANGUARD'S BIODIESEL PROCESSING SYSTEM  
**CONTENTS:** TO BE PROVIDED BY TANK NUMBER AND RECORDED IN **APPENDIX "A"** HEREIN  
**APPROX. QTY:** 50,000 GALS (375,000 LBS)  
**PRICE:** TO \$1.50/GALLON  
**\* NOTE: (A)** Final sale and price to be determined by the receipt of the highest bid from several biodiesel plants or other vendors. **(B)** Sale based on a "best efforts" basis (that is, AFP does not guarantee it is able to buy all of the in-process fluids). **(C)** Seller will work closely with Buyer to secure the sale of all in-process fluids.

## **2. CONSIDERATION**

Buyer shall accept the goods and pay the sum of [SEE ITEM 1 AND 2 ABOVE].

## **3. IDENTIFICATION OF GOODS**

Identification of the goods to this agreement shall not be deemed to have been made until both Buyer and Seller have specified that the goods in question are to be appropriated to the performance of this agreement.

## **4. PAYMENT ON RECEIPT**

Buyer shall make payment for material Net 7 days from date of acceptance of goods

## **5. RECEIPT CONSTRUED AS DELIVERY**

Material shall be deemed received by Buyer when loaded to truck or rail car at Vanguard's facility at: 739 ABE HALL ROAD, POLLOCK, LA 71467

## **6. RISK OF LOSS**

The risk of loss from any casualty to the materials, regardless of the cause, shall be on Seller until the materials have been accepted by Buyer.

## **7. WARRANTY OF NO ENCUMBRANCES**

Seller warrants that the materials are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

## **8. WARRANTY OF TITLE**

Furthermore, seller warrants that at the time of signing this agreement Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the materials.

## **9. RIGHT OF INSPECTION**

Buyer shall have the right to inspect the materials on arrival and, at time of delivery (at truck or rail car loading) , accept or reject materials. Once accepted, Seller makes no further guarantees of product condition.

The parties have executed this agreement on the day and year first above written.

SELLER

BUYER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

## APPENDIX A

Please go to Excel file located at this link:

[http://www.vanguardsynfuels.com/Materials\\_Inventory\\_and\\_In-Process.xlsx](http://www.vanguardsynfuels.com/Materials_Inventory_and_In-Process.xlsx)