

GENERAL TERMS AND CONDITIONS
PURCHASING (REVISED JANUARY 2020)

1. PURPOSE

The following general terms and conditions are incorporated by reference in and made part of the Purchase Agreement in which they are referenced and/or to which they are attached (the “Purchase Agreement”) between the United Liquid Gas Company, Inc. dba United Pacific Energy entity named in the Purchase Agreement (the “Buyer”) and the other party named in the Purchase Agreement (the “Seller”).

2. INTERPRETATION

This Schedule is incorporated by reference in and made a part of the Purchase Agreement. This Schedule and any additional schedules attached to the Purchase Agreement are considered the “Agreement” of the parties.

- (a) Terms used in this Schedule that are not otherwise defined shall have the meaning given to them in the Purchase Agreement or any additional schedules attached to the Purchase Agreement. If there is any conflict between the Purchase Agreement and this Schedule, the Purchase Agreement will prevail.
- (b) No waiver by either party with respect to any breach of or any right under this Agreement and no course of dealing or performance will be deemed to constitute a continuing waiver of any other breach or of any right, unless such waivers are expressed in writing executed by authorized representatives of the applicable party. The failure of either party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. This Agreement embodies the arm’s-length negotiation and mutual agreement of the parties hereto and shall not be construed against either party as having been drafted by it.
- (c) Any amendment or waiver of this Agreement must be in writing and executed by the authorized representatives of the parties.
- (d) This Agreement constitutes the entire and exclusive agreement between the parties with respect to this transaction and all representations, offers and undertakings of the parties made prior to the effective date of this Agreement, whether oral or in writing, are merged in it. No representation, affirmation of fact, course of prior dealings, promise or condition in connection therewith, course of performance or usage of the trade not specified in this Agreement shall be binding on either party. In no event shall transactions be subject to any affirmation of fact or promise which relates to the performance or description of Products. Any terms and conditions of any sales order, invoice, acknowledgment, confirmation, or other form or document issued by Seller, irrespective of their materiality, which are either different from or additional to the terms and conditions expressed in this Agreement are objected to and excluded and shall not be binding on Buyer unless expressly agreed to in a writing signed by Buyer, and performance by Buyer shall not constitute agreement to any such different or additional terms or conditions. No agreement or other understanding purporting to add to or to modify the terms and conditions of this Agreement shall be binding upon Buyer unless agreed to in a writing signed by Buyer. Any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by Seller of this Agreement and all of its terms and conditions. If this Agreement has been issued by Buyer in response to an offer and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Agreement by Buyer shall constitute an acceptance of such offer subject to the express conditions that Seller assent to such additional and different terms herein and acknowledge that this Agreement constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement shall constitute the first and last communication between the parties on the terms of this Agreement and all other related communications, regardless of topic or materiality, shall be disregarded.

- (e) Time is of the essence in this Agreement.

3. PURCHASE, SALE AND UNDERLIFTING

- (a) The Buyer agrees to purchase the Product from the Seller, and the Seller agrees to sell and deliver the Product to the Buyer DAT (Incoterms 2010) at a location as specified in the Confirmation (“**Delivery Point**”) in accordance with the provision of this Agreement. Except as otherwise specifically provided in this Agreement, the Buyer agrees to take delivery of the Product in accordance with the monthly schedule in rateable quantities per day during each day of the month.
- (b) The Seller will endeavor to provide reasonable notice in the event that the Seller anticipates that it will not have volumes of Product at the Delivery Point sufficient to satisfy its sales commitments to Buyer at the Delivery Point for any reason whatsoever. In such an instance, without limiting the Buyer’s remedies, the Buyer may interrupt its performance or reduce its receipts under this Agreement with no liability to Seller.

4. PRICE; TERMS OF PAYMENT

- (a) The price of the Product is specified in the Purchase Agreement; provided, however, that if the volume of Product delivered and purchased in any delivery is at least ten percent (10%) more or at least ten percent (10%) less than the volume specified in the Purchase Agreement, the price for that delivery shall be negotiated between the Buyer and the Seller to compensate the Buyer for the overage or shortfall.
- (b) Terms of payment are as provided in the Purchase Agreement. All transactions will be for cash or such other terms as may be determined by the parties. Remittance will be made to the Seller at the bank account provided by the Seller. In the absence of payment terms, payment of undisputed, properly invoiced amounts will occur on the twenty-fifth (25th) day of the month following that in which the delivery of the Product occurs.
- (c) Buyer shall be entitled at all times to set off any amount owing at any time from Seller or any affiliated company of Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this Agreement. By “affiliated company” is meant any entity that controls, is controlled by or is under common control with Seller or Buyer, as the case may be.
- (d) In the event that the price, net of taxes and fees, results in a negative amount, the Buyer will issue an invoice to the Seller. All invoiced amounts must be paid within the time specified in Section 9(a). Remittance will be made to the Buyer at the address specified on the Buyer’s invoice. In the event the Seller fails to make timely payments of any monies due to the Buyer under this Section, the Buyer may offset such unpaid amounts against amounts owing to the Seller under this Agreement.
- (e) In the event market conditions create a situation in which the Seller will owe the Buyer money pursuant to Section 4(d), the Buyer may demand in writing adequate assurance of performance, and in the absence of such assurance being provided by the Seller within five (5) business days, the Buyer shall have such rights and remedies as further set out under Section 22. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by the Buyer, including but not limited to, a standby irrevocable letter of credit, a prepayment, or a performance bond or guarantee by a creditworthy entity.
- (f) Unless otherwise specified in the Purchase Agreement or the Confirmation, the price specified in the Purchase Agreement includes and shall be deemed to compensate Seller for any and all costs associated with compliance with any requirements in effect as of the date of the relevant Purchase Agreement or Confirmation pertaining to the emissions of greenhouse gases resulting from, or the carbon content or intensity attributable to, the delivery, import, export, sale or consumption of the Product.

5. PRICE ESCALATION

Any increase in the Buyer's cost of purchasing the Product caused by any law, regulation, tax, common carrier pipeline tariff, fractionation fees, throughput fee, third party operated facility charge or other compliance cost imposed or increased after the date of this Agreement on or respecting the ownership, storage, processing, production, transportation (including fuel surcharges, wait times and travel restrictions), distribution, use or sale of the Product covered by this Agreement, including any increase due to the imposition by any local, provincial, state or federal jurisdiction after the date of the relevant Purchase Agreement or Confirmation of any requirements pertaining to the emissions of greenhouse gases resulting from, or the carbon content or intensity attributable to, the delivery, import, export, sale or consumption of the Product, shall be deducted from the Product price under this Agreement.

6. REFERENCE PRICE:

- (a) Notwithstanding any term or provision of this Agreement to the contrary, if at any time during the term of this Agreement any reference price, whether posted or otherwise, or reference price publication, referred to in this Agreement should cease to exist, either permanently or temporarily, for whatever reason, then parties shall promptly meet together to agree upon a replacement reference price publication, as the case may be, and failing such Agreement within five business days after the parties first meet, either party may terminate this Agreement upon thirty-days prior written notice to the other party.
- (b) Where the price of Product is based upon the posted price of one of the parties, such party shall give notice in writing to the other party of any change in such posted price, and such change in posted price shall be effective at 12:00 hours, on the day following service of the notice.
- (c) Where the price of Product is based upon third party posted prices, the Buyer shall use reasonable efforts to advise the Seller from time to time of any changes to relevant third party postings. Failure to advise the Seller of changes to third party posting shall not relieve the Seller of its obligation to deliver Product determined herein by reference to the changed posting.

7. TAXES; ETC.

The Seller shall pay or cause to be paid any and all taxes and other fees or charges imposed by governmental or regulatory authorities in relation to the Product sold and delivered hereunder prior to or at the Delivery Point. The Buyer shall pay or cause to be paid any and all such taxes, fees and charges after the Delivery Point. The Buyer will furnish the Seller with tax exemption certificates where exemption from applicable taxes or charges is claimed. Each party shall indemnify the other party (the "**indemnified party**") for any liability such indemnified party may incur for the payment of taxes that result from such party's failure to properly remit taxes, fees or charges hereunder. Notwithstanding the foregoing provisions of this Section 7 or the provisions of Section 13, Seller shall be solely responsible for compliance with any requirements now in effect or later imposed by any local, provincial, state or federal jurisdiction with respect to the emissions of greenhouse gases resulting from, or the carbon content or intensity attributable to, the delivery, import, export, sale or consumption of the Product, including any requirements to submit reports or certifications, hold or surrender allowances, credits or other instruments, or pay any related fees, taxes or charges.

8. PRODUCT SPECIFICATIONS AND WARRANTY

- (a) The Product delivered under this Agreement will comply with the specifications of the GPA Midstream Association ("**GPA**") current at the time of delivery, including the GPA standard 2140, if such GPA specifications exist at such time (to the extent they do not, the specifications for the Product shall in accordance with industry standards and/or be as specified in this Agreement).

- (b) All Product will comply with all applicable Federal, state, provincial, and local laws, rules, or regulations, be free from all defects, merchantable and fit for the purpose intended, and at the time of transfer of title to the Product sold, Seller will have good and marketable title to and/or full right and authority to sell such Product free and clear of all liens, claims and encumbrances whatsoever. Where the Product delivered under this Agreement includes propane which is odorized, or is required to be odorized under any applicable laws, ordinances, or regulations, the Seller shall ensure an adequate amount of odorant has been added to such propane, in accordance with all applicable standards, including CAN/CGSB-3.14, or equivalent. This warranties in this Agreement run to Buyer, its successors, assigns and customers.
- (c) Subject to Section 12, the Buyer reserves the right to refuse or reject any delivered Product that does not meet the specifications and warranties in this Agreement (including the specifications set out within any accompanying Schedule) and the Seller shall be responsible for any and all costs associated with the storage and transportation of such non-conforming Product. If the Buyer refuses any delivered non-conforming Product, the Seller will promptly replace the non-conforming Product or, at the Buyer's option, refund the purchase price for such non-conforming Product. No inspection, tests, or acceptance of the Product by or on behalf of Buyer shall relieve Seller from responsibility for any defects or nonconformities in the Products or other failures to meet the requirements of this Agreement or for Seller's warranty obligations. In the event of a breach of this Agreement by Seller, Buyer may exercise any remedy allowed by law or equity, including without limitation, the right to effect cover. Buyer's remedies shall be cumulative and remedies herein specified do not exclude any other remedies allowed by law or equity.

9. MEASUREMENT OF PRODUCT QUANTITY

The quantity of Product delivered will be measured at the location where the Product is loaded into the transportation equipment, as follows, (a) in the case of delivery into tank cars, by means of a slip tube gauging device and applicable outage tables, (b) in the case of delivery into tank trucks, by means of a weigh scale or metering device at the Seller's option, and (c) in the case of delivery into pipelines or storage facilities, by meter or other mutually accepted method or device. All such volumetric measurements will be corrected for temperature to a reference temperature of (i) 60°F when measured in Imperial or U.S. units, and (ii) 15°C when measured in metric or the International System of Units. All such volume measurements will also be corrected for pressure to equilibrium vapor pressure of the Product at the reference temperature. The parties agree to accept these measurements as correct for the purposes of this Agreement.

10. DELIVERY POINT, TITLE & RISK

Delivery is complete and title to and risk of loss or damage to the Product passes to the Buyer at the Delivery Point when: (a) Product is loaded into Buyer's tank truck, at the outlet flange of the tank truck; (b) Product is loaded into Buyer's tank car, at the outlet flange of the tank car; (c) Product has passed the outlet flange of the facility from where the Product originates from and delivered into the delivering pipeline, or, if applicable, as the Product is metered into connecting storage or transportation system, when Product is delivered by pipeline; or (d) the transfer of Product is entered on the books of the facility, when deliveries are made within a facility or by in-line transfer, on or as of the effective date of such transfer.

11. EQUIPMENT SAFETY

Equipment (including tank cars and tank trucks) supplied by Seller for the transportation or storage of Product under this Agreement will be in a safe, clean, suitable condition for receipt/delivery and, if applicable, will be fit for the safe receipt and storage of Product. Such equipment and the shipment of Product will be in compliance with all applicable laws, regulations, rules and orders of any level of government or duly constituted authority and all safety and facility requirements of the Buyer (where applicable). Where Seller provides tank trucks for transportation of Product under this Agreement, Seller's carrier and drivers must be acceptable to the operator of the applicable loading facility, comply with the operator's loading and safety procedures and execute an access loading agreement at the applicable facility if required by such facility.

12. CLAIMS AND ADJUSTMENTS

- (a) The Buyer has seven (7) days after receipt of the Product to inspect the Product and either accept or reject the Product. If the Buyer retains the Product in its possession for a period of seven (7) days after receipt without providing written notice rejecting it, this will be regarded as the Buyer's irrevocable acceptance of the Product. If the Product is rejected, notice must be given to the Seller specifying in reasonable detail the claimed defects and nonconformities.
- (b) If the Seller's tank cars are used by the Buyer for transportation and the Buyer incurs any detention or demurrage charges in relation to its use of such cars pursuant to the Agreement, the Buyer shall not be obliged to pay such charges unless:
 - (i) they are supported by certified railway arrival and release documents; and
 - (ii) the Seller has issued an invoice to the Buyer for such detention or demurrage charges within two months following the date upon which the applicable tank car has been returned to the delivering railroad or otherwise placed in accordance with written instruction of the Seller.

13. REGULATORY CHANGE

This Agreement is subject to all rules, regulations, orders and other requirements of each governmental and regulatory authority having jurisdiction over this Agreement. Notwithstanding Sections 5 and 22, if any new or increased governmental law, regulation, tax or other burden (a "**Regulatory Change**") is imposed on the parties after the date of this Agreement and such Regulatory Change either: (a) renders this Agreement illegal or unenforceable; or (b) materially adversely affects the business of a party hereto with respect to its financial position or otherwise, then the affected party must request the renegotiation of the term(s) of this Agreement by giving written notice to the other party within thirty (30) calendar days after the Regulatory Change becomes effective, such notice to specify the new term(s) desired by the affected party. If the parties fail to mutually agree upon the new term(s) within thirty (30) calendar days after notice to renegotiate was given, the affected party may terminate this Agreement upon an additional thirty (30) calendar day written notice. Any amount owing under this Agreement at the date of termination will become immediately due and payable.

14. INDEMNITY

- (a) The Seller will fully reimburse the Buyer, its affiliates and their respective directors, officers, employees, agents and contractors (collectively, the "**Buyer Indemnified Parties**") for, bear all risk, be solely liable for and indemnify the Buyer Indemnified Parties against any and all third-party losses, costs (including without limitation, all legal fees and other expenses of defense) damages, fines, penalties, claims (including, without limitation, claims of negligence, strict liability, inherently dangerous activity and for liability imposed by statutes, rules or regulations and whether in tort, contract or otherwise), suits and liability (collectively, "**Claims**") incurred by the Buyer Indemnified Parties on account of: (i) a breach by the Seller of any of the provisions of this Agreement; and (ii) any and all bodily injuries or death to any persons or damage to, or loss or destruction of any property or environmental contamination or damage, arising directly or indirectly out of or in connection with the transportation (including any contract for transportation between the Seller and its carrier(s) if the Buyer's tank cars are not used for the transportation of Product), unloading, handling, care, storage, sale or use of the Product prior to the Delivery Point, whether caused or contributed by the concurrent, joint, comparative, active or passive negligent act or omission of the Buyer Indemnified Parties.
- (b) Under no circumstances will either party be liable to or required to compensate the other party, in contract, tort, negligence or otherwise, for any special, incidental, punitive or consequential loss or damages, lost profits, revenues, use, opportunities or other business interruption damages, and the parties waive their rights to the extent necessary under any statutory provision. For greater certainty, where there is a breach of any

provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy, a party's liability under this Agreement will be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived.

15. INSURANCE

- (a) Without limiting either party's obligations or liability hereunder, each party covenants and agrees to use only carriers that maintain during the term of this Agreement the following minimum insurance coverage with licensed insurers satisfactory to the other party, whose approval shall not be unreasonably withheld, delayed or conditioned: (i) motor vehicle liability insurance, covering all motor vehicles and component parts owned, licensed or hired by the party and used in the performance of the obligations of this Agreement with inclusive limits of not less than five million dollars (\$5,000,000) per event unless otherwise approved; (ii) if spill clean-up costs are excluded in the motor vehicle liability policy, the party's carrier shall have an endorsement attached to the comprehensive general liability policy to include spill clean-up costs as a result of motor vehicle operations; (iii) comprehensive general liability insurance covering all obligations of the party hereunder in the amount of not less than five million dollars (\$5,000,000) per event unless otherwise approved or such greater amount as required by legislation; (iv) cargo loss or damage insurance in the amount of the replacement costs or value; and (v) workers' compensation as required by applicable law.
- (b) Each party shall ensure that its carriers' insurance programs are sufficient and adequate for the purpose hereunder, particularly in respect of the nature of the coverage, the coverage, the exclusions and deductibles.
- (c) Each party shall ensure that its carriers insurance programs contain a requirement that they may not be cancelled without endeavoring to provide at least thirty (30) days written notice to the party's representative.
- (d) Each party shall provide the other party, if requested by the other party, with certificates of insurance of its carriers, attesting to the existence of the aforementioned insurance coverage prior to the execution of this Agreement and from time to time at the other party's reasonable request.

16. QUALITY COMPLIANCE PROGRAM

In order to ensure the ongoing quality of the Product to be delivered under this Agreement, the Seller shall prepare and adhere to a quality compliance program designed to regularly test and confirm that Product to be delivered under this agreement complies with the specifications under Section 8 ("**Quality Compliance Program**"). The Buyer may audit the Seller's Quality Compliance Program at any time during the term of this Agreement. The Buyer may request from the Seller, and promptly upon receipt of any such request the Seller shall provide to the Buyer, an executed certificate of compliance confirming Seller's adherence to the Quality Compliance Program.

17. ODORIZED PRODUCT

- (a) The Seller shall provide to the Buyer the Seller's current Safety Data Sheet(s) concerning the properties of and safe handling procedures for the Product.
- (b) The Seller shall provide the Buyer with shipping documents for the Product, which if the Product is odorized, shall indicate that it has been odorized in compliance with all applicable laws, ordinances and regulations. Such documents shall disclose when, where, by whom and how much odorant has been added to the Product.

18. CONFIDENTIALITY

This Agreement will not be disclosed in whole or in part by either the Buyer or the Seller to any third party without obtaining the prior written consent of the other party, unless such disclosure is: (a) required by law; (b) necessary to

obtain regulatory approval or reporting; (c) for obtaining any necessary financing; or (d) to a party's employees, counsel, accountants or other agents or representatives on a need to know basis (provided such persons have agreed to keep such terms confidential).

19. DEFAULT

- (a) The occurrence of any of the following with respect to a party (the “**Defaulting Party**”) shall constitute an “**Event of Default**” in respect of such party: (i) the failure to perform any obligation hereunder and such failure continues for more than ten (10) business days following receipt of notice describing such failure; or (ii) an Insolvency Event (as defined below) occurs in relation to a party.
- (b) Upon and during the continuation of an Event of Default with respect to a Defaulting Party, the other party shall have the right, in addition to any other remedies available hereunder or at law, to: (i) immediately suspend its performance of its obligations hereunder; (ii) in the case where the Seller is the Defaulting Party, apply the proceeds from or otherwise realize on the performance assurance; (iii) offset any payments or deliveries due to the non-defaulting party under this or any other agreement between the parties; and (iv) on ten (10) days written notice to the Defaulting Party, terminate this Agreement. Notwithstanding the foregoing, upon the occurrence of an Event of Default which is an Insolvency Event, all transactions under this Agreement shall automatically terminate, and the date of such occurrence shall be deemed to be the termination date of this Agreement.
- (c) As used in this Agreement, “Insolvency Event” means that a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it that is not dismissed within sixty (60) days; (iii) otherwise becomes bankrupt or insolvent (however evidenced); or (iv) becomes unable to pay its debts generally as they fall due.

20. SURVIVAL OF OBLIGATIONS

Notwithstanding the expiration or termination of this Agreement, the provisions of Sections 2, 4, 7, 8, 11, 12, 14, 18, 21, 24 and this Section 20 will remain in full force and effect in accordance with their terms.

21. NOTICE

Unless stipulated otherwise in this Agreement, any notice, invoice or other communication required or permitted by this Agreement to be given to a party will be in writing and will be either personally delivered, sent by nationally-recognized overnight courier, or sent by facsimile, e-mail or functionally equivalent method of recorded communication, charges prepaid, to the intended recipient at the address of the recipient indicated in the Purchase Agreement. Every notice will be deemed to be received: (a) on the date of delivery, if delivered personally; (b) at the time of delivery or transmission if delivered by facsimile, e-mail or other similar method of recorded communication when received on or before 5:00 p.m. (local time at the recipient's address) on a business day; (c) on the next business day following the date of its transmission, if delivered by facsimile or e-mail and received after 5:00 p.m. (local time at the recipient's address) on a business day or at any time during a day that is not a business day; or (d) the next business day if delivered by overnight courier.

22. FORCE MAJEURE

- (a) No delay, failure or omission by either party in the performance of any obligation of this Agreement will be deemed a breach of this Agreement, nor create any liability for damages if such delay, failure or omission arises from any Force Majeure event.

- (b) **“Force Majeure”** means any event that is beyond a party’s reasonable control, including, but not limited to: acts of God, war, accident, fire, storm, flood, earthquake or explosion, acts of war, terrorism or the public enemy, acts of, or compliance with requests of any level of government or any agency thereof, strike, lockout, disputes with workmen, labor shortages, transportation embargoes, or failure or delays in transportation, unavailability of suitable tank cars or tank trucks or parts thereof, or any other cause or causes beyond the reasonable control of the affected party whether or not similar to the foregoing events.
- (c) A party will not be entitled to rely on this provision unless the affected party gives prompt notice to the other party specifying the cause of the delay or non-performance and unless the affected party uses commercially reasonable efforts to overcome the Force Majeure event as soon as possible such cause.
- (d) The term of this Agreement will not be extended because of the Force Majeure events.
- (e) Where the Product is exported, “Force Majeure”, as defined in this Agreement, shall include, without restriction, any new governmental export or import restrictions or prohibitions that are imposed on any party, including, without limitation, any restriction or condition as to the maximum or minimum price at which the Product must be sold. The party affected by such restriction or prohibition may terminate this Agreement on at least thirty (30) calendar days’ notice if the effect of the restriction or prohibition, in its opinion, frustrates the Agreement.

23. ASSIGNMENT

- (a) No assignment of this Agreement, in whole or in part, is valid without the prior written consent of the other party, which consent will not be unreasonably withheld, delayed or conditioned.
- (b) Either party may assign this Agreement, in whole or in part, without the consent of the other party if the assignment is made to any entity that directly or indirectly owns or controls or is owned or controlled by the assigning party or any entity that is owned or controlled directly or indirectly by any entity that directly or indirectly owns or controls the assigning party and that other entity agrees to assume all future obligations of the assigning party under this Agreement. No assignment under this Section 12(b) shall relieve the assigning party of its obligations under this Agreement.
- (c) Buyer may also assign, pledge or charge as security for any indebtedness, guarantee or other obligation of this Agreement and any interest in it without the consent of Seller, provided the secured party holds its interest in this Agreement subject to all the terms and conditions of this Agreement and upon realization, the third party acquiring same will be required to assume all future obligations of the Buyer under this Agreement.
- (d) The Buyer may terminate this Agreement upon thirty (30) calendar days’ notice in the event of a transfer of all or a controlling interest in the business of the Seller by sale, merger or by other methods and the Seller must give the Buyer notice of any such transfer immediately after its effective date. Any attempted assignment made without obtaining the necessary consent is void.
- (e) Any attempted assignment made without obtaining the necessary consent is void. Subject to this Section 23, this Agreement is binding upon the parties and their respective successors and approved assigns.

24. LAWS

- (a) This Agreement is governed by and construed in accordance with the laws of the State of New York without regard to any conflict of law doctrine. Each party to this Agreement submits to the exclusive jurisdiction of the state and federal courts sitting in Monroe County in the State of New York, and waives any jurisdictional, venue or inconvenient forum objections to such courts. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER**

AT LAW OR IN EQUITY AND WHETHER IN TORT, CONTRACT OR OTHERWISE, COMMENCED BY EITHER OF THEM IN ANY WAY ARISING OUT OF THIS AGREEMENT. In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and this Agreement shall otherwise remain in full force and effect and enforceable.

- (b) The rights and obligations of the parties under this Agreement will not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods, application of which is hereby excluded under Article 6 of that Convention.
- (c) The parties hereby agree that it is their mutual intent that this Agreement, if applicable be a “Forward Contract” as defined in the U.S. bankruptcy code.

25. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) will constitute effective execution and delivery of this Agreement for all purposes.