

IoI V3

COASTAL ASSEMBLY | PRIORITY RESERVATION

Coastal Assembly PBC is scaling its novel technology to programmatically use natural sediment transport processes to stabilize and grow shorelines. To secure a priority position in Coastal Assembly's deployment backlog,

[COMPANY] (the "*Customer*")

reserves Coastal Assembly's future capacity to provide the following: (the "*Services*")

[] RESTORE
eroded beachfronts

[] PROTECT
with barrier landforms

[] CREATE
sustainable real estate

For the property or project:

[PROJECT / LOCATION] (the "*Project*")

And for these results, would be willing to allocate: (the "*Budget*"):

\$_____ USD to \$_____ USD

By signing below, we formally request that Coastal Assembly PBC **register this demand** and **prioritize this location**, with a reservation for future services. (the "*Reservation*")

ACCEPTED AND ACKNOWLEDGED

Non-binding. Subject to Agreement Terms (the "*Agreement*")

COASTAL ASSEMBLY PBC

(signature) (date)

(signature) (date)

Name: _____

Name: Skylar Tibbits

Title: _____

Title: Chief Executive Officer

RESERVATION | TERMS

1. DEFINITIONS

- 1.1. **“The Customer”**: The entity seeking to secure a position in the Provider’s deployment backlog.
- 1.2. **“The Services”**: The specific outcome/s needed by the Customer (Restore, Protect, or Create) to be delivered via the Provider’s services and proprietary technology.
- 1.3. **“The Project”**: The specific location and scope of **the Services**.
- 1.4. **“The Budget”**: The non-binding, estimated capital the Customer would spend to achieve their desired outcome.
- 1.5. **“The Reservation”**: The priority status granted to the Customer upon execution of this Agreement, placing the Project into the Provider’s backlog.

2. NON-BINDING NATURE

This Agreement represents a statement of commercial intent only.

- 2.1. **No Purchase Obligation**: The Customer is under no legal obligation to purchase the Services.
- 2.2. **No Supply Obligation**: The Provider is under no legal obligation to supply the Services until a definitive Master Services Agreement (MSA) is executed.
- 2.3. **No Payment**: No payment is due upon the execution of this Agreement.
- 2.4. **No Guarantee of Feasibility**: The Reservation does not guarantee that the Project will be deemed technically or commercially feasible. The Provider reserves the right to decline a Project deemed unfeasible.
- 2.5. **No Reliance**: The Customer acknowledges they should not delay other critical protective measures in sole reliance on this Reservation.

3. SCOPE OF RESERVATION

By creating the **Reservation**, the Provider agrees to:

- 3.1. **Register** the Project in its formal commercial backlog.
- 3.2. **Prioritize** the Project for feasibility assessment as operational capacity allows.

4. TERM & TERMINATION

This Agreement shall remain active for **24 months** from the date of signature. It may be terminated by either Party at any time via written notice, or superseded by the execution of a definitive MSA.

5. LIMITATION OF LIABILITY

The Provider makes no representations or warranties regarding the Services during this Reservation phase. The Provider shall not be liable for any damages (direct, indirect, or consequential) arising from the Customer’s reliance on the feasibility assessment or the timing of potential deployment.

6. NO IP TRANSFER

Nothing in this Agreement grants the Customer any rights, title, or interest in the Provider’s intellectual property, technology, or AI methodologies. Any preliminary data, models, or feasibility assessments generated by the Provider remain the sole property of the Provider.

old versions

lol Draft- Coastal

NON-BINDING FUTURE PURCHASE INTENT

This Indicative Future Purchase Order (Non-Binding) (“**IPO**”) states the current intent of _____ (“**the Customer**”) to purchase the services described below, subject to final internal approvals and the execution of definitive agreements.

The Customer desires to be considered for future services to strictly utilize nature-based solutions to achieve one or more of the following objectives (the “**Project**”):

- ☐ Accretion-as-a-service (AaaS)
- ☐ Islands-as-a-service (IaaS)
- ☐ Sustainable Dredging-as-a-service (sDaaS)

The specific services, scope assumptions, site details, and any technical or commercial parameters applicable to the Project are set forth in **Exhibit A** attached hereto and incorporated by reference. In exchange for these services, the Customer agrees that if the Provider's technology were available and deployed today to achieve the Project objectives, the Customer would be prepared to allocate capital in the range of:

INDICATED SERVICES BUDGET: \$ _____ USD to \$ _____ USD

- By executing this IOI, the Customer asks the Provider to add the Project to its backlog, prioritize the Customer for feasibility assessment as capacity allows, and keep the Customer updated as the Project approaches readiness for site evaluation and definitive contracting. This IOI requires no immediate feasibility studies, modeling, or deployment and is solely a non-binding signal of demand. The Provider will give the Customer at least **six (6) months’** notice before beginning any formal site evaluation or commencing discussions to execute definitive agreements (including an MSA and any SOWs).
- This IOI is non-binding and reflects the Parties’ current intentions only. Neither Party has any obligation to purchase or supply any services unless and until a definitive written agreement is executed.
- The Parties may exchange non-public information (including the Provider’s technology and the Customer’s plans) in connection with evaluating a potential transaction. Each Party will keep such information confidential and use it only for this evaluation.

ACCEPTED AND ACKNOWLEDGED:

COASTAL ASSEMBLY PBC

(signature)

(date)

(signature)

(date)

Name: _____

Name: Skylar Tibbits

Title: _____

Title: Chief Executive Officer

EXHIBIT A

lol Template- Alex

NON-BINDING INDICATION OF INTEREST

DATE: [Date]

FROM:

[Customer Entity Name] (The "Customer")

[Address]

[City, State, Zip]

TO:

Coastal Assembly PBC (The "Provider")

[Address]

[City, State, Zip]

RE: Registration of Future Commercial Interest for Coastal Services at [Project Location]

1. Introduction

This Indication of Interest ("IOI") serves to formally register the demand of [**Customer Entity Name**] ("Customer") for the future deployment of coastline creation and restoration technologies developed by **Coastal Assembly PBC** ("Provider").

The Customer understands that the Provider is currently scaling its proprietary technology—which utilizes artificial intelligence to model and shape ocean currents for sediment transport—and is assembling a backlog of qualified projects to prioritize its development and deployment roadmap.

2. Project Description

The Customer is the owner, manager, or governing body of the coastline located at [**Insert Location/Coordinates**]. The Customer desires to be considered for future services to strictly utilize nature-based solutions to achieve one or more of the following objectives (the "Project"):

- [] Creation of new peninsula or island landmass.
- [] Restoration of eroded beachfront.
- [] Creation of protective barrier landforms.
- [] Sustainable expansion of developable coastal real estate.

3. Estimated Commercial Value (Backlog Validation)

To assist the Provider in validating market demand and securing necessary resources, the Customer estimates that if the Provider's technology were available and deployed today to achieve the Project objectives, the Customer would be prepared to allocate capital in the range of:

[\$[Low Estimate] USD to \$[High Estimate] USD

This figure represents the Customer's **Anticipated Future Spend**. It is provided to demonstrate the scale of the commercial opportunity and to advocate for the prioritization of the [Project Location] in the Provider's strategic planning.

4. Priority Registration & Future Roadmap

By executing this IOI, the Customer requests that the Provider:

1. **Register the Project** in its formal backlog of potential commercial deployments.

2. **Prioritize** the [Project Location] for feasibility assessment once the Provider's operational capacity allows.
3. **Notify** the Customer when the Provider is ready to commence specific site evaluations or enter into a definitive Master Services Agreement.

No Immediate Work Required: The Parties acknowledge that this IOI does not require the Provider to immediately perform feasibility studies, modeling, or deployment. It is strictly a signal of demand to align future supply.

5. Sustainability and Public Benefit

The Customer acknowledges that the Provider is a Public Benefit Corporation. The Parties agree that the potential Project shall be envisioned to minimize ecological disruption, utilizing natural ocean energy rather than mechanical dredging wherever possible.

6. Non-Binding Nature

Except for **Section 7 (Confidentiality)**, this IOI is a statement of present intention only and is **non-binding**. It does not constitute a legally binding commitment by the Customer to purchase, or by the Provider to supply, the Services. A binding commitment will only arise upon the execution of a Definitive Agreement.

7. Confidentiality

The Parties acknowledge that during these discussions, proprietary information regarding the Provider's AI technologies and the Customer's development plans may be exchanged. The Parties agree to keep all such non-public information confidential and to use it solely for the purpose of evaluating the potential transaction.

8. Term

This IOI will remain active as a registration of interest for **[e.g., 24 months]** unless withdrawn in writing by the Customer or superseded by a Definitive Agreement.

ACCEPTED AND ACKNOWLEDGED:

[Customer Entity Name]

Signature: _____

Name: _____

Title: _____

Date: _____

Coastal Assembly PBC

Signature: _____

Name: _____

Title: _____

Date: _____