As filed with the Securities and Exchange Commission on December 31, 2020.

Registration No. 333-251312

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Amendment No. 2 to

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

MONTAUK RENEWABLES, INC.
(Exact name of registrant as specified in its charter)

Delaware	**4932**	**85-3189583**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

680 Andersen Drive, 5th Floor
Pittsburgh, PA 15220
(412) 747-8700
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Sean F. McClain
Montauk Renewables, Inc.
680 Andersen Drive, 5th Floor
Pittsburgh, PA 15220
(412) 747-8700
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Bradley C. Brasser **Amy I. Pandit** **Jones Day** **500 Grant Street, Suite 4500** **Pittsburgh, PA 15219** **(412) 394-9547**	**John Ciroli** **Montauk Renewables, Inc.** **680 Andersen Drive, 5th Floor** **Pittsburgh, PA 15220** **(412) 747-8720**	**John T. Gaffney** **Gibson, Dunn & Crutcher LLP** **200 Park Avenue** **New York, New York 10166-0193** **(212) 351-2626**

Approximate date of commencement of proposed sale to the public: **As soon as practicable after the effective date of this registration statement.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Proposed Maximum Aggregate Offering Price (1)(2)**	**Amount of Registration Fee (3)**
Common stock, par value $0.01 per share	$20,000,000	$2,182
Common stock, par value $0.01 per share, offered by the selling stockholder	$	$
Total	$	$

(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes the aggregate offering price of additional shares that the underwriter has the option to purchase, if any. See "Underwriting."
(3) The registration fee with respect to the common stock offered by the Company was paid in connection with a prior filing of this registration statement. The registration fee with respect to the common stock offered by the selling stockholder will be paid prior to the effective date of this registration statement.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement will become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 2 to the Registration Statement on Form S-1 (File No. 333-251312) is being filed solely for the purpose of filing certain exhibits as indicated in Part II of this Amendment No. 2. Accordingly, this Amendment No. 2 consists only of the facing page, this explanatory note, Part II of the Registration Statement, the signature page to the Registration Statement and the filed exhibits. The remainder of the preliminary prospectus is unchanged and has been omitted.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the expenses payable by the registrant expected to be incurred in connection with the issuance and distribution of the shares of common stock being registered hereby (other than underwriting discounts and commissions). We have agreed to pay all offering expenses, other than underwriting discounts and commissions, for the selling stockholder incurred in connection with the sale of shares of our common stock by the selling stockholder. All of such expenses are estimates, other than the filing and listing fees payable to the SEC, FINRA, and stock exchange listing fee.

	Amount to be Paid
SEC registration fee(1)	$ 2,182
FINRA filing fee	*
Stock exchange listing fee	*
Transfer agent's fees and expenses	*
Printing expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Blue Sky fees and expenses	*
Miscellaneous expenses	*
Total	$ *

* To be provided by amendment

(1) The SEC registration fee amount does not include any registration fee for the shares of our common stock to be sold by the selling stockholder.

Item 14. Indemnification of Directors and Officers.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with specified actions, suits, and proceedings, other than a derivative action by or in the right of the corporation, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense or settlement of such action and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, stockholder vote, agreement, or otherwise.

Our current Certificate of Incorporation limits the liability of our directors for monetary damages for a breach of fiduciary duty as a director to the fullest extent permitted by the DGCL and any other applicable law. In connection with this offering, we will adopt an Amended and Restated Certificate of Incorporation that will contain similar provisions that limit the liability of our directors for monetary damages to the fullest extent permitted by the DGCL and any other applicable law. The Amended and Restated Certification of Incorporation will provide that each person who was or is made a party or is threatened to be made a party to a proceeding by reason of the fact that he or she is or was our director or officer or is or was serving at our request as a director, officer, employee or agent of another entity will be indemnified by us to the fullest extent permitted or required by the DGCL and any other applicable law, as the same exists or may hereafter be amended.

In connection with and upon the completion of this offering, we expect to enter into indemnification agreements with our directors, executive officers and certain other officers and agents pursuant to which they are provided indemnification rights that are broader than the specific indemnification provisions contained in the DGCL. These indemnification agreements generally require us, among other things, to indemnify our directors, executive officers, and certain other officers and agents against liabilities that may arise by reason of their status or service. These indemnification agreements may also require us to advance all expenses incurred by the directors, executive officers, and certain other officers and agents in investigating or defending any such action, suit, or proceeding. We believe that these agreements are necessary to attract and retain qualified individuals to serve on our behalf.

The limitation of liability and indemnification provisions that are expected to be included in our Amended and Restated Certificate of Incorporation and the indemnification agreements that we expect to enter into with our directors, executive officers, and certain other officers and agents may discourage stockholders from bringing a lawsuit against our directors and officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions. At present, we are not aware of any pending litigation or proceeding involving any person who is or was one of our directors, executive officers, and certain other officers and agents or is or was serving at our request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, for which indemnification is sought, and we are not aware of any threatened litigation that may result in claims for indemnification.

We have obtained insurance policies under which, subject to the limitations of the policies, coverage is provided to our directors and executive officers against loss arising from claims made for breach of fiduciary duty or other wrongful acts as a director or executive officer and to us with respect to payments that may be made by us to these directors and executive officers pursuant to our indemnification obligations or otherwise as a matter of law. Prior to the completion of this offering, we will enter into additional and enhanced insurance arrangements to provide coverage to our directors and executive officers against loss arising from claims relating to public securities matters.

Certain of our non-employee directors may, through their relationships with their employers, be insured and/or indemnified against certain liabilities incurred in their capacity as members of our Board of Directors.

The underwriting agreement will provide for indemnification by the underwriter of us and our officers, directors, and employees for certain liabilities arising under the Securities Act or otherwise.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 15. Recent Sales of Unregistered Securities.

On September 22, 2020 and in connection with our initial formation, Montauk Renewables, Inc. sold 10 shares of its common stock to Ms. Melissa Zotter for $10 under Section 4(a)(2) of the Securities Act on the basis that the transaction did not involve a public offering.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit Number	Exhibit Description
1.1*	Form of Underwriting Agreement
2.1+#	Transaction Implementation Agreement, dated as of November 6, 2020, between Montauk Renewables, Inc., Montauk Holdings Limited and Montauk Holdings USA, LLC
3.1#	Certificate of Incorporation of Montauk Renewables, Inc., as currently in effect
3.2#	Certificate of Amendment to the Certificate of Incorporation of Montauk Renewables, Inc., to be in effect immediately prior to the Reorganization Transactions
3.3#	Form of Amended and Restated Certificate of Incorporation of Montauk Renewables, Inc., to be in effect prior to the consummation of the offering made under this registration statement
3.4#	Bylaws of Montauk Renewables, Inc., as currently in effect
3.5#	Form of Amended and Restated Bylaws of Montauk Renewables, Inc., to be in effect prior to the consummation of the offering made under this registration statement
4.1*	Form of Underwriter Warrant
5.1#	Form of Opinion of Jones Day
10.1^#	Form of **Montauk Renewables, Inc. Equity and Incentive Compensation Plan**
10.2^#	Form of Nonqualified Stock Option Agreement
10.3^#	Form of Restricted Stock Unit Award Agreement (Employees)
10.4^#	Form of Restricted Stock Unit Award Agreement (Non-Employee Directors)
10.5^+#	Form of Restricted Stock Agreement
10.6^#	Form of Option Cancellation Agreement
10.7^#	Form of Indemnity Letter between Montauk Renewables, Inc. and each of its current directors and executive officers
10.8^#	Form of Indemnification Agreement between Montauk Renewables, Inc. and each of its directors and executive officers
10.9^#	Employment Agreement, effective September 25, 2019, between Montauk Energy Holdings LLC and Sean F. McClain
10.10^#	Employment Agreement, effective September 25, 2019, between Montauk Energy Holdings LLC and Kevin A. Van Asdalan
10.11^#	Employment Agreement, effective September 24, 2019, between Montauk Energy Holdings LLC and James A. Shaw
10.12^#	Severance Agreement, effective September 30, 2019, between Montauk Energy Holdings LLC and Martin L. Ryan
10.13+#	Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 12, 2018, by and among Montauk Energy Holdings LLC, the financial institutions from time to time party thereto, as lenders, and Comerica Bank, as administrative agent, sole lead arranger and sole book runner
10.14#	First Amendment, dated as of March 21, 2019, to the Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 12, 2018, by and among Montauk Energy Holdings LLC, the financial institutions from time to time party thereto, as lenders, and Comerica Bank, as administrative agent, sole lead arranger and sole book runner

Exhibit Number	Exhibit Description
10.15#	Second Amendment, dated as of September 12, 2019, to the Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 12, 2018, by and among Montauk Energy Holdings LLC, the financial institutions from time to time party thereto, as lenders, and Comerica Bank, as administrative agent, sole lead arranger and sole book runner
10.16*	Third Amendment, dated as of , to the Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 12, 2018, by and among Montauk Energy Holdings LLC, the financial institutions from time to time party thereto, as lenders, and Comerica Bank, as administrative agent, sole lead arranger and sole book runner
10.17†+	Second Amended & Restated Landfill Gas Rights & Production Facilities Agreement, by and between County of Orange and Bowerman Power LFG, LLC
10.18†+	First Amendment to the Second Amended & Restated Landfill Gas Rights & Production Facilities Agreement, by and between County of Orange and Bowerman Power LFG, LLC
10.19+	Renewable Power Purchase and Sale Agreement by and between the City of Anaheim and Bowerman Power LFG, LLC
10.20†+*	Amended and Restated Gas Sale and Purchase Agreement, by and between McCarty Road Landfill TX, LP and GSF Energy, LLC
10.21+	Base Contract for Sale and Purchase of Natural Gas, dated as of August 24, 2018, by and between Trillium Transportation Fuels, LLC and GSF Energy, LLC
10.22†	Transaction Confirmation, dated as of August 24, 2018, by and between Trillium Transportation Fuels, LLC and GSF Energy, LLC
10.23†	First Amendment to Transaction Confirmation, dated as of June 26, 2019, by and between Trillium Transportation Fuels, LLC and GSF Energy, LLC
10.24†+	Third Amended and Restated Gas Lease Agreement, dated January 1, 2018, by and between Rumpke Sanitary Landfill, Inc. and GSF Energy, LLC
10.25*	Base Contract for Sale and Purchase of Natural Gas, dated as of May 9, 2016, by and between Iogen D3 Biofuel Partners LLC and GSF Energy, LLC
10.26†+*	Transaction Confirmation, dated as of May 9, 2016, by and between Iogen D3 Biofuel Partners LLC and GSF Energy, LLC
10.27*	First Amendment to Transaction Confirmation, dated as of May 20, 2016, by and between Iogen D3 Biofuel Partners LLC and GSF Energy, LLC
10.28†+*	Second Amendment to Transaction Confirmation, dated as of May 22, 2018, by and between Iogen D3 Biofuel Partners LLC and GSF Energy, LLC
10.29†+*	Third Amendment to Transaction Confirmation, dated as of September 17, 2019, by and between Iogen D3 Biofuel Partners LLC and GSF Energy, LLC
10.30+*	Base Contract for Sale and Purchase of Natural Gas, dated as of May 6, 2016, by and between Shell Energy North America (US), L.P. and GSF Energy, LLC
10.31†+	Transaction Confirmation, dated as of May 6, 2016, by and between Shell Energy North America (US), L.P. and GSF Energy, LLC
10.32	Amendment to Transaction Confirmation, dated as of May 24, 2016, by and between Shell Energy North America (US), L.P. and GSF Energy, LLC
10.33†+	Base Contract for Sale and Purchase of Natural Gas, dated as of October 9, 2019, by and between Bluesource LLC and GSF Energy, LLC

Exhibit Number	Exhibit Description
10.34†	Transaction Confirmation, dated as of October 15, 2019, by and between Bluesource LLC and GSF Energy, LLC
10.35†+	Amended and Restated Landfill Gas Purchase and Sale Agreement, dated October 17, 2016, by and between Waste Management of Texas, Inc. and TX LFG Energy, LP
10.36+	Base Contract for Sale and Purchase of Natural Gas, dated as of February 27, 2017, by and between BP Energy Company and BP Products North America Inc. (formerly Clean Energy Renewable Fuels, LLC) and TX LFG Energy, LP
10.37†	Transaction Confirmation, dated as of February 27, 2017, by and between BP Energy Company and BP Products North America Inc. (formerly Clean Energy Renewable Fuels, LLC) and TX LFG Energy, LP
10.38†+	First Amendment to Transaction Confirmation, dated as of February 7, 2018, by and between BP Energy Company and BP Products North America Inc. (formerly Clean Energy Renewable Fuels, LLC) and TX LFG Energy, LP
10.39*	Consortium Agreement, dated as of , by and among the stockholders named therein
10.40#	Administrative Services Agreement, effective as of December 15, 2014, by and among HCI Managerial Services Proprietary Limited and Montauk Holdings Limited
10.41	Form of Loan Agreement and Promissory Note, by and between Montauk Holdings Limited and Montauk Renewables, Inc., dated _____, _____
21.1#	List of subsidiaries of Montauk Renewables, Inc.
23.1#	Consent of Jones Day (included in Exhibit 5.1)
23.2	Consent of Grant Thornton LLP
23.3	Consent of Grant Thornton LLP
24.1#	Power of Attorney

* Exhibits marked with a (*) will be filed by amendment.
^ Exhibits marked with a (^) are management contracts or compensation plans or arrangements.
\+ Exhibits marked with a (+) exclude certain immaterial schedules and exhibits pursuant to the provisions of Regulation S-K, Item 601(a)(5). A copy of any of the omitted schedules and exhibits will be furnished to the Securities and Exchange Commission upon request.
† Exhibits marked with a (†) exclude certain portions of the exhibit pursuant to Item 601(b)(10)(iv) of Regulation S-K. A copy of the omitted portions will be furnished to the Securities and Exchange Commission upon request.
\# Exhibits marked with a (#) were previously filed.

(b) Financial Statement Schedules

All financial statement schedules are omitted because the information called for is not required or is shown either in the consolidated financial statements or in the notes thereto. See the Index to Financial Statements included on page F-1 for a list of the financial statements and schedules included in this registration statement.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Montauk Renewables, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, Commonwealth of Pennsylvania, on December 31, 2020.

MONTAUK RENEWABLES, INC.

By: /s/ Scott Loughman
Name: Scott Loughman
Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on December 31, 2020.

Signature	Title	Date
/s/ Scott Loughman Scott Loughman	Chief Executive Officer, President and Director (*Principal Executive Officer*)	December 31, 2020
* Erik Watson	Chief Financial Officer, Chief Accounting Officer and Director (*Principal Financial and Accounting Officer*)	December 31, 2020
* Melissa Sprankle	Senior Vice President and Director	December 31, 2020
* Melissa Zotter	Secretary, Treasurer and Director	December 31, 2020

*By: /s/ Scott Loughman
Name: Scott Loughman
Title: Attorney-in-Fact

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [***].

SECOND AMENDED & RESTATED LANDFILL GAS RIGHTS & PRODUCTION FACILITIES AGREEMENT

Frank R. Bowerman Landfill

Contract / Folder Number: [***]

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

SECOND AMENDED & RESTATED LANDFILL GAS RIGHTS & PRODUCTION FACILITIES AGREEMENT

For Frank R. Bowerman Landfill

THIS SECOND AMENDED & RESTATED LANDFILL GAS RIGHTS & PRODUCTION FACILITIES AGREEMENT, hereinafter referred to as "Agreement," is made as of November 17, 2011 by and between COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and Bowerman Power LFG, LLC, a Delaware limited liability company, hereinafter referred to as "BOWERMAN POWER" without regard to number and gender.

RECITALS

I. COUNTY and GSF Energy, LLC ("GSF") entered into an Amended and Restated Gas Rights and Production Facilities Agreement ("Original Agreement") dated December 8, 1998 granting GSF the rights to all Landfill Gas and/or constituent products produced and recovered from the Landfill and creating an integrated Landfill Gas recovery program at the Landfill that would more efficiently utilize the energy potential of the Landfill Gas and would also include a Landfill Gas Flare Facility required to comply with regulations and to protect public health and safety all as further provided for in the Original Agreement.

II. COUNTY and GSF entered into Amendment No. 1 to Amended and Restated Landfill Gas Rights and Production Facilities Agreement dated June 8, 2004 pursuant to which GSF agreed to construct a fifth (5^{th}) Flare Facility, with the cost thereof being shared by COUNTY and GSF.

III. BOWERMAN POWER, a wholly owned subsidiary of GSF, intends to develop an electric generation project at the Landfill and intends to enter into an Energy Agreement to sell electric energy and certain related products to one or more parties generated by the Conversion System (defined below) located at the Landfill

IV. GSF requests the COUNTY'S consent to assign all of GSF's rights and obligations under the Original Agreement, as amended, to BOWERMAN POWER by virtue of having BOWERMAN POWER execute this Second Amended and Restated Landfill Gas Rights and Production Facilities Agreement. The COUNTY agrees herein to provide such consent.

V. COUNTY and BOWERMAN POWER now desire to enter into this Second Amended & Restated Landfill Gas Rights & Production Facilities Agreement in order to give effect to the intentions of the parties set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.1 DEFINITIONS

The following words in this Agreement have the significance attached to them in this clause unless otherwise apparent from context:

"**Affiliate**" shall mean, with respect to any person or entity, any other person or entity: (a) directly or indirectly controlling, controlled by, or under common control with, such person or entity; (b) directly or indirectly owning or holding or receiving any equity interest or other equity benefit in such person or entity in excess of fifty percent (50%); or (c) in which such person or entity directly or indirectly controls any voting stock or other equity interest in excess of fifty percent (50%). For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by" and "under common control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

"**Applicable Law**" shall mean all federal, state and local statutes, judicial decisions, ordinances, regulations, rules, permits, orders and notices having jurisdiction over the Landfill, the Site, the Conversion System, the creation and sale of Covered Products and Flare Products.

"**Assignment Fee**" shall have the meaning set forth in Section 1.16(c) of this Agreement.

"**Auditor-Controller**" shall mean the Auditor-Controller, County of Orange or upon written notice to BOWERMAN POWER, the Auditor-Controller's designee.

"**Bond Documents**" shall mean (a) the Lease dated as of November 1, 1997 by and between COUNTY and the County of Orange Public Financing Authority ("Authority") recorded in the County of Orange, California on November 26, 1997; (b) the Sublease dated as of November 1, 1997 between the Orange Public Financing Authority and COUNTY recorded in the County of Orange, California on November 26, 1997; and (c) the Trust Agreement dated as of November 1, 1997 between the Orange County Public Financing Authority and First Trust of California, National Association, as Trustee."

"**BOWERMAN POWER**" shall mean Bowerman Power LFG, LLC, a Delaware limited liability company, a wholly owned subsidiary of GSF, and any respective successor thereto or permitted assign thereof under this Agreement.

"**BOWERMAN POWER'S System Maintenance Manual**" shall mean a manual of general and technical "how to" procedures (including communication procedures and methods between the parties), materials, specifications, "as-built" plans (COUNTY to supply as-built drawings for systems installed by the COUNTY), and other data set forth for the maintenance, repair, replacement, and expansion of the Collection System, Condensate System and Flare Facilities and, when applicable, the Collection Instrumentation and Control System at the Landfill prepared by BOWERMAN POWER or its engineering consultants in consultation with COUNTY. None of the material in BOWERMAN POWER'S System Maintenance Manual is Proprietary Information.

"**CEQA**" shall mean the California Environmental Quality Act, as the same may be amended from time to time. OC Waste & Recycling is the lead agency under CEQA.

"**Collection Instrumentation and Control System**" shall mean all of BOWERMAN POWER's equipment (including, without limitation, monitoring equipment, flow measurement elements, valves, pressure sensors, Landfill Gas probes, and Landfill Gas composition measurement instruments), computer hardware and software, and other know-how and technology necessary to collect, process, or flare the Landfill Gas.

"**Collection System**" shall mean COUNTY'S network of Landfill Gas collection wells, interconnecting pipes, valves, monitoring equipment, and any additional Landfill Gas extraction equipment installed on the Landfill from time to time and used for the purpose of the extraction, collection, processing, and transportation of Landfill Gas on the Landfill, including but not limited to any expansions of that system as described in Exhibit C-3 and Exhibit C-5 attached hereto. The use of "Collection System" under this Agreement is not intended to be consistent with the use of that term under the United States Internal Revenue Code.

"**Commercial Operation Date**" shall mean the first date on which the Conversion System makes commercial deliveries of electric power pursuant to the Energy Agreement(s).

"**Commercial Quantities**" shall mean amounts of Landfill Gas deemed by BOWERMAN POWER in its sole judgment, to be sufficient to pay for all costs of the Conversion System, including initial and on-going capital costs and all operations and maintenance expenses associated with the Existing Facilities or Conversion System, plus a reasonable profit.

"**Commercially Reasonable**" shall mean those practices, methods, acts and standards that (a) are commonly used by a prudent person or entity in the same business as COUNTY or BOWERMAN POWER, as applicable, in a comparable situation and, (b) in the exercise of reasonable judgment, considering the facts known when engaged in, could have been expected to reach the expected result to the extent such result and the efforts required to attain such result are consistent with Applicable Law, safety, reliability, efficiency, expediency and economy. "Commercially Reasonable" shall not be limited to the optimum practices, methods, acts or standards, but rather shall encompass a spectrum of possible practices, methods, acts or standards.

"**Condensate**" shall mean those certain vapors condensed during any collecting, transporting, and processing of Landfill Gas that form a liquid and will be drawn from the Landfill as part of any Landfill Gas collecting, transporting, and processing operation.

"**Condensate System**" shall mean the Condensate collection and disposal system and all equipment used in connection with such system as described in Exhibit C-2 attached hereto. Portions of the Condensate System are owned by COUNTY, and portions of the Condensate System are owned by BOWERMAN POWER, as described in Exhibit C-2 and Exhibit C-4.

"**Conversion System**" shall mean all of the equipment needed to convert Landfill Gas into any Covered Product, which equipment is owned by or under contract to BOWERMAN POWER and is located at the Landfill and is not part of the Collection System which is more fully described in Exhibit D attached herein and made a part hereof.

"**Cost Index**" shall mean the annual adjustment in proportion to changes in the Consumer Price Index for Los Angeles—Riverside—Orange County (All Urban Consumers—-All Items) promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be effective on January 1st of each calendar year following the 1st anniversary of the Effective Date. In the event that the Consumer Price Index is not issued or published, or in the event that the Bureau of Labor Statistics of the U.S. Department of Labor should cease to publish said index figures, then any similar index published by any other branch or department of the U.S. Government shall be used and if none is so published, then another index generally recognized and authoritative shall be substituted by mutual agreement between COUNTY and BOWERMAN POWER.

In the case of Section 1.9(e), Major Maintenance reimbursement, the Cost Index shall be calculated by means of the following formula:

A = $[***] * B/C

A = Adjusted payment
B = Monthly index. September will be the index used
C = Monthly index for the month in which the Agreement became effective

Notwithstanding the foregoing, in no event shall the Major Maintenance reimbursement be reduced by reason of any such adjustment to less than $[***].

"**COUNTY**" shall mean the County of Orange, a political subdivision of the State of California.

"**Covered Products**" shall mean all of the useful output of the Collection System, the Condensate System and the Conversion System, whenever and however created, including without limitation the Landfill Gas and all electrical energy, capacity, reserves, renewable energy credits, greenhouse gas emission reduction credits and any other environmental or other attribute relating to the generation of "clean" or renewable power or the collection, processing or destruction of Landfill Gas by the Collection System, the Condensate System or the Conversion System, under any voluntary or mandatory market or other association, program or organization, whether governmental, quasi-governmental or non-governmental. Covered Products include, without limitation, credits, allowances, offsets, subsidies or incentives and all certificates, records and other evidences thereof; provided, however that Covered Products shall not include (i) federal, state or local tax credits, depreciation allowances or other incentives that may be claimed by BOWERMAN POWER or its Affiliates on its tax returns, (ii) electric energy consumed by BOWERMAN POWER within the confines of the Site for auxiliary use, (iii) Excess Gas and Energy recovered exclusively from Excess Gas or (iv) any Flare Products. As between COUNTY and BOWERMAN POWER, the Covered Products shall at all times remain the property of BOWERMAN POWER, and only BOWERMAN POWER shall be able to sell or otherwise convey or transfer any Covered Products.

"**Customer**" shall mean any entity or other person to which any Covered Products or Flare Products are sold.

"**Director of OC WASTE & RECYCLING**" shall mean the Director, OC Waste & Recycling of the County of Orange, or upon written notice to BOWERMAN POWER, Director of OC WASTE & RECYCLING designee.

"**Early Termination Penalty**" shall have the meaning set forth in Section 2.5 of this Agreement.

"**Effective Date**" shall mean the date on which this Agreement is approved by the Orange County Board of Supervisors.

"**Energy**" shall mean Landfill Gas, or any energy derived therefrom, including but not limited to electrical or thermal energy, that can be measured in KWH or BTUs.

"**Energy Agreement**" shall mean any agreement that BOWERMAN POWER enters (or has entered) into with a Customer pursuant to which BOWERMAN POWER receives compensation for Covered Products.

"**Equipment Bond**" shall have the meaning set forth in Section 2.6(a) of this Agreement.

"**Excess Gas**" shall mean that quantity of Landfill Gas that is not used or consumed by BOWERMAN POWER in (i) the production of Covered Products by the Conversion System or (ii) the process of recovery and destruction of Landfill Gas. The quantity of Landfill Gas collected by BOWERMAN POWER in excess of the needs of the Conversion System or any planned Conversion System expansion which is destroyed in the Flares, can by mutual agreement of the parties, be declared Excess Gas.

"**Existing Facilities**" shall mean all facilities, activities and efforts existing on the Effective Date and associated with the collection, utilization, processing or destruction of Landfill Gas. They shall include, but not be limited to, the existing Collection System, Collection Instrumentation and Control System, Flare Facility, and associated equipment.

"**Flare**" shall mean a flare meeting the then applicable requirements for the destruction of Landfill Gas which is configured and equipped consistently with the flares at the Landfill on the Effective Date or equal as approved by the Director of OC WASTE & RECYCLING.

"**Flare Facility**" shall mean the Flares and all equipment used in connection with the Flare as described in Exhibit C-l attached hereto.

"**Flare Products**" shall mean all of the useful output of the Flare Facility as described in Section 1.11(a), whenever and however created, including without limitation all environmental or other attributes produced or processed by or relating to the Flare Facility together with any credits, certificates, offsets, records and other evidences thereof; and any Flare Products created prior to the Effective Date to the extent such Flare Products continue to exist on the Effective Date, and any Flare Products created after the Effective Date ; provided, however, that Flare Products shall not include federal, state or local tax credits, depreciation allowances or other incentives that may be claimed by BOWERMAN POWER or its Affiliates on its tax returns. As between COUNTY and BOWERMAN POWER, the Flare Products shall at all times remain the property of BOWERMAN POWER and only BOWERMAN POWER shall be able to sell or otherwise convey or transfer any Flare Products.

"**Flare Revenue**" shall mean any revenues received from the sale by BOWERMAN POWER or any sublessee or assign or the COUNTY or any assign of Flare Products to a Customer. To the extent that, notwithstanding BOWERMAN POWER'S ownership of all Flare Products, COUNTY receives any Flare Revenue, COUNTY shall hold such Flare Revenue in trust for the benefit of BOWERMAN POWER and shall promptly deliver such Flare Revenue to BOWERMAN POWER in the form received by COUNTY.

"**FORCE MAJEURE**" shall have the meaning set forth in Section 2.14 of this Agreement.

"**GAAP**" shall mean generally accepted accounting principles established by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants.

"**Gross Revenue**" shall mean any revenues, monies, receipts and credits of things of a monetary value of whatever kind or nature received by BOWERMAN POWER from Covered Products or any use of the Site.

Such revenues shall be decreased by costs assessed by the owners or operators of the transmission or delivery facilities, including without limitation wheeling, transmission, interconnection, wheeling related facility fees, transportation or competitive transition costs incurred in the receipt of revenues and any transportation taxes and fees imposed or approved by governmental or quasi-governmental entities.

"**GSF**" shall mean GSF Energy, LLC, a Delaware limited liability company, parent company of BOWERMAN POWER, and any successor thereto or permitted assign thereof under this Agreement.

"**Habitat**" shall mean native plants and animals that are considered sensitive by the U.S. Fish and Wildlife Service, California Department of Fish and Game, the Nature Reserve of Orange County or other applicable agency that requires permission, permits and or implementation of mitigation prior to disturbance.

"**Hazardous Material**" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any governmental authority, whether local, state, or federal. The term Hazardous Material includes, without limitation, any material or substance that is:

(a) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251, *et seq);*

(b) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6903, *et seq.;*

(c) defined as a "hazardous waste" pursuant to California Code of Regulations Title 22, Division 4.5, Chapter 11, Article 3, Section 66261.20;

(d) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601); or

(e) defined by any Applicable Law replacing the above.

"**High BTU Natural Gas**" shall mean processed Landfill Gas with a HHV BTU factor of 950 or greater.

"**High Heating Value (**"**HHV**"**)**" shall mean the amount of heat released by a specified quantity (initially at 25°C) once it is combusted and the products have returned to a temperature of 25°C. (HHV; also known as the gross calorific value or gross energy).

"**Landfill**" shall mean the real property located in Orange County, California, and commonly known collectively as the Frank R. Bowerman Landfill, which is more particularly described on Exhibit A attached hereto, and any permitted expansions thereof, whether occurring currently or in the future during the term of this Agreement.

"**Landfill Gas**" shall mean the mixture of methane, carbon dioxide and other trace components generated at the Landfill from the anaerobic digestion by methanogenic bacteria of refuse and other wastes deposited in the Landfill.

"**Landfill Gas Generation Rate Table**" shall mean the document set forth in Exhibit G and any subsequent revisions.

"**LNG**" shall mean liquefied natural gas.

"**Lower Heating Value ("LHV")**" shall mean the net or lower heating value as obtained by subtracting the latent heat of vaporization of the water vapor formed by the combustion from the gross or higher heating value.

"**Major Maintenance**" shall mean those activities described as Major Maintenance in Exhibits C-l, C-2 and C-3 attached hereto.

"**Market Price**" shall mean the price at which BOWERMAN POWER or its Affiliate, acting in a Commercially Reasonable manner, sells, could sell, or enters into a long-term agreement to sell, the Covered Products in an arm's length transaction. In the case of long-term agreements, the Market Price will be determined with reference to the prevailing market price for agreements of comparable duration and terms, as of the time such agreement is entered into. The Market Price for Covered Products shall be established by BOWERMAN POWER based on data available to them from public sources for similar transactions, and, absent manifest error, the Market Price so established by BOWERMAN POWER shall be binding for purposes of this Agreement. BOWERMAN POWER will provide COUNTY with written documentation with the quarterly statements as required in Section 1.4 of its determination of the Market Price for transactions lasting for one quarter or shorter. For transactions lasting longer than one quarter, said written documentation will be provided with the statement for the quarter when the transaction is entered into.

"**Migration**" shall mean the subsurface movement of Landfill Gas.

"**MMBTU/hr**" shall mean million British Thermal Units per hour.

"**Montauk**" shall mean Montauk Energy Holdings, LLC, a Delaware limited liability company and indirect parent company of GSF and any successor thereto or permitted assign thereof under this Agreement.

"**Natural Gas**" shall mean methane rich gas typically provided by Southern California Gas Company but excluding Landfill Gas.

"**Proprietary Information**" shall mean trade secrets developed by BOWERMAN POWER that are not publicly available, the dissemination of which could have an adverse effect on BOWERMAN POWER'S competitive position in the Landfill Gas market, electric power market or other market, which information is not reasonably necessary for operation and maintenance of the Collection Instrumentation and Control System and/or the Condensate System and other equipment necessary to comply with Applicable Law. Notwithstanding the previous sentence, Proprietary Information shall not include the Market Price, development of the Market Price and any other material, data or information which BOWERMAN POWER is required to provide the COUNTY under this Agreement.

"**Routine Flare Facility and Condensate System Operation and Maintenance**" shall mean routine activities performed by BOWERMAN POWER technicians and operators to operate and maintain the Flare Facility and the Condensate System, to allow the equipment to perform at rated capacity, and to allow equipment to meet or exceed designed service life. Routine Flare Facility and Condensate System Operation and Maintenance activities include, but are not limited to those listed in Exhibit C-l and C-2 attached hereto.

"**SCAQMD**" shall mean the South Coast Air Quality Management District.

"**Site**" shall mean that certain property shown on Exhibit B attached hereto as may be amended by the mutual agreement of COUNTY and BOWERMAN POWER.

"**Term**" shall have the meaning set forth in Section 1.3(a) of this Agreement.

"**Utility Interface**" shall mean the metering facilities, conduit, power transmission lines, valves, electrical substations and any other equipment necessary to interconnect the Conversion System or systems with the transmission lines or other facilities needed to transport the Covered Products to the Customer.

1.2 RIGHTS GRANTED TO BOWERMAN POWER

(a) COUNTY hereby grants to BOWERMAN POWER the exclusive right to use the Collection System.

(b) COUNTY hereby grants to BOWERMAN POWER the title to and the exclusive right, except as described in Section 1.6 (c), to utilize all Landfill Gas produced at the Landfill to generate Covered Products and Flare Products for sale, including sales from the Conversion System as described in Exhibit D and the Flare Facility as described in Exhibit C-l.

(c) COUNTY hereby licenses to BOWERMAN POWER and BOWERMAN POWER accepts from COUNTY the non-exclusive right to utilize the Site provided, however, that the parties acknowledge that BOWERMAN POWER has exclusive rights, unless waived by BOWERMAN POWER, to utilize the Site with respect to the conversion of Landfill Gas and the creation and sale of Covered Products and Flare Products unless otherwise required by Applicable Law. The exact location of the Site is depicted on the drawing incorporated into this Agreement as Exhibit B, as the same may be amended from time to time as mutually agreed by the COUNTY and BOWERMAN POWER. Minor changes, modifications or adjustments to Exhibit B, to accommodate connections for utilities in support of the Conversion Facility, may be proposed from time to time by written request of BOWERMAN POWER to the COUNTY. For a period not to exceed five (5) years from the date this Agreement is approved by the Board of Supervisors, said request(s) may be approved or denied, at the sole discretion of the Director of OC WASTE & RECYCLING.

Such license shall not be revocable by COUNTY except as specifically provided in this Agreement. During the term of this Agreement, BOWERMAN POWER shall have a continuous right of access to the Site sufficient for BOWERMAN POWER to conduct all the activities contemplated by this Agreement. Such access shall be at locations that are reasonably determined by the Director of OC WASTE & RECYCLING after consultation with BOWERMAN POWER. In determining the location of BOWERMAN POWER'S access, the Director of OC WASTE & RECYCLING shall first consider any conflict with COUNTY'S operation of the Landfill, and then the convenience to BOWERMAN POWER. In no event shall COUNTY change the access location without thirty (30) days' prior written notice to BOWERMAN POWER. Any costs incurred by BOWERMAN POWER relating to the change in such access shall be reimbursed in full by COUNTY to the extent that such costs are incurred for materials and installation of new access roads, entry ways, parking areas, relocation of new lighting fixtures, fences, gates, pipelines, power lines, sewer lines or other utility services, safety items (including without limitation safety barriers and fire access lanes) and other similar costs reasonably necessary to provide or restore access equivalent to the original, unless the change was at BOWERMAN POWER'S request.

(d) If during the Term of this Agreement the Site becomes unsuitable for the effective operation of the Conversion System and Flare Facility, then an alternative site suitable for construction and of similar size will be selected by the Director of OC WASTE & RECYCLING which if acceptable to BOWERMAN POWER will replace the original Site and this alternate site will then become the Site for the purposes of this Agreement. BOWERMAN POWER'S acceptance thereof will not be unreasonably withheld.

(i) If BOWERMAN POWER requests relocation of the Conversion System to an alternate site as set forth in this Section 1.2(d), BOWERMAN POWER shall pay all costs and expenses related to such relocation.

(ii) If the COUNTY requests relocation of the Conversion System to an alternate site as set forth in this Section 1.2(d), COUNTY shall pay all reasonable costs and expenses related to such relocation, except as limited by Section 2.34

(iii) The COUNTY acknowledges BOWERMAN POWER'S needs to occupy the Site for a [***] period, commencing on the Commercial Operations Date of the Conversion System, and will use Commercially Reasonable efforts to maintain such time period consistent with COUNTY Landfill operations (as defined by the then current COUNTY Landfill Master Plan Soil/Airspace Management Plan ("Master Plan")) but in no event shall the COUNTY be obliged to incur additional costs or expenses to maintain this [***] period other than the obligations related to payment of relocation costs as set forth in this Section 1.2(d). Commencing in 2020, the parties agree to meet on at least an annual basis to discuss the status of projected waste volumes and issues or concerns related to the potential Conversion System relocation. The COUNTY shall provide BOWERMAN POWER a copy of any updated Master Plan within ninety (90) days of said update.

(iv) In the event the COUNTY requests re-location of the Site prior the expiration of the [***] period from the Commercial Operation Date or [***], whichever occurs first, the following will occur for the period of time it takes for removal and reinstallation of the Conversion System, except this time period shall not exceed [***] unless approved by the Director of OC WASTE & RECYCLING in writing:

(1) the minimum annual royalty requirements as per Section 1.4(v) will be suspended, and

(2) the time table in Section 1.4(v) will be extended, and

(3) the Term shall automatically be extended

(e) In addition to any existing easements, COUNTY agrees to grant such reasonably required rights of way, licenses and easements as approved by the Director of OC WASTE & RECYCLING within the Landfill boundary consistent with the COUNTY'S landfill operations as may be necessary for BOWERMAN POWER to exercise its rights under this Agreement.

(f) The rights granted under this Agreement shall not be deemed to lease or grant rights of any kind to any oil and gas rights, also known as "mineral rights", under or around the Landfill.

1.3 TERM

(a) Subject to the termination provisions contained elsewhere in this Agreement, the Term of this Agreement shall commence on the Effective Date and run for a period of [***] from the Commercial Operation Date of the Conversion System (the "Term"). The Term of this Agreement may be extended [***] by the COUNTY if 1) BOWERMAN POWER submits written notice not less than one (1) year in advance of the scheduled termination date and 2) BOWERMAN POWER is continuing to productively use the Landfill Gas to produce Covered Products for sale and 3) BOWERMAN POWER agrees to relocate the Site at the sole expense of BOWERMAN POWER to an alternate location which location is agreed to by each party at such point in time that the current Site is needed by the COUNTY for landfill operations during the requested extension period(s).

(b) In the event that, on or before [***] there is no Commercial Operation Date then this Agreement may terminate on [***] at the option of the Director of OC Waste & Recycling. This Agreement shall terminate if there is no Commercial Operation Date by [***].

(c) Notwithstanding (b) above, in the event that any applicable legislative or regulatory changes or pending litigation involving the SCAQMD allocation of air emissions offset credits from the SCAQMD Priority Reserve occurs on or before the date the County Board of Supervisors approves this Agreement, thus resulting in the substantial delay, moratorium or termination of the processing of any applicable SCAQMD permit required to be obtained by BOWERMAN POWER or the inability of BOWERMAN POWER to receive air emission offset credits from the Priority Reserve at no cost, upon the written request of BOWERMAN POWER, the Director of OC Waste & Recycling may consent to extend the dates set forth in Sections 1.3(b) and 1.4(v) of this Agreement for a period of time equal to the number of months from execution of this Agreement until the Priority Reserve issue is resolved such that BOWERMAN POWER will have access to air emission offset credits at no cost to BOWERMAN POWER. Such consent will not be unreasonably withheld. In the event said legislative or regulatory changes or lawsuit(s) result in a permanent elimination or reduction of the offsets available to BOWERMAN POWER or result in BOWERMAN POWER having to pay for any air emission offset credits, BOWERMAN POWER may terminate this Agreement upon thirty (30) days written notice to the COUNTY.

1.4 COMPENSATION TO COUNTY

BOWERMAN POWER shall submit to COUNTY by the end of each month following each calendar quarter (April 30, July 31, October 31 and January 31) a statement of Gross Revenue and Flare Revenue received by BOWERMAN POWER for that calendar quarter certified by a company officer designated by BOWERMAN POWER. If BOWERMAN POWER provides Covered Products to any Customer other than the COUNTY that statement shall also include the Market Price for that calendar quarter. BOWERMAN POWER shall include, with each quarterly statement, the royalty payment for that quarter according to the following:

(i) If BOWERMAN POWER provides or sells Covered Products to (x) itself, (y) any subsidiary, Affiliate, or partner or (z) any other Customer except COUNTY at less than the Market Price during that calendar quarter, BOWERMAN POWER shall pay a royalty to COUNTY for those Covered Products of [***]% of Gross Revenue for that calendar quarter calculated as if the Covered Products had been sold during the same period at that Market Price).

(ii) If BOWERMAN POWER sells Covered Products to (1) COUNTY, or (2) any other customer at or above the Market Price during that calendar quarter, the royalty for those Covered Products shall be calculated at [***]% of the Gross Revenue for that calendar quarter.

(iii) For all sales of Flare Products, BOWERMAN POWER shall pay to COUNTY a royalty of [***]% of Flare Revenue received by BOWERMAN POWER (including without limitation any Flare Revenues received from COUNTY) for that calendar quarter.

(iv) In the event that BOWERMAN POWER utilizes the Landfill Gas to produce High BTU Natural Gas or LNG, the parties will negotiate, in good faith, the royalty rate applicable to sales of such High BTU Natural Gas or LNG.

(v) Beginning on the Commercial Operation Date, but not later than January 1, 2014, the annual royalty payable to COUNTY for each calendar year will not be less than the amount shown in the table below as long as the annual average Landfill Gas available to the Conversion System and the Flare Facility during any such calendar year is not less than [***] MMBTU/hr (Lower Heating Value). If the Commercial Operation Date occurs prior to January 1, 2014, the minimum annual royalty will be subject to pro rata reduction based on the number of calendar months the Conversion System operated in that calendar year. If the Conversion System ceases operation on any day prior to December 31 in the final year of operation, the minimum annual royalty will be subject to pro rata reduction based on the number of calendar months the Conversion System operated in that calendar year.

Years 1-5 following COD or January 1, 2014	$[***]
Years 6-10 following COD or January 1, 2014	$[***]
Years 11-15 following COD or January 1, 2014	$[***]
Each year thereafter	$[***]

For clarification, the minimum annual royalty is to be calculated and paid as follows: Each quarter the royalty payment is to be calculated as set forth above. After the fourth quarter royalty payment is calculated, the minimum annual royalty due for any given year except the last year of operation of the Conversion System would be the greater of: (1) the royalty as calculated per Section 1.4(i) and 1.4(ii) or (2) the minimum annual royalty amount in the above table. The minimum annual royalty payment is due with the fourth quarter payment of each year. Prepayment of the amount due is allowable. Royalties paid pursuant to the sales of Flare Products as per Section 1.4(iii) or LNG Section 1.4(iv) are not applicable towards the calculation to meet the minimum annual royalty.

(vi) All sales of Covered Products shall be consistent with Applicable Law.

(vii) In the event BOWERMAN POWER is able to benefit from any federal or State of California law, regulation, policy, grant, stimulus or similar program, and or rental agreement such as a cellular tower which results in the receipt of unanticipated monies (found money) to BOWERMAN POWER, the parties agree to negotiate in good faith any additional royalty or other payment to be made to the COUNTY as a result of the receipt of found monies. BOWERMAN POWER agrees to notify the County within ninety (90) days of receipt of said “found money”.

1.5 PERMITS

(a) Any and all environmental permits, and/or CEQA, planning approvals or other permits and/or approvals required to construct, operate, maintain, upgrade, or expand any facilities or equipment required of or by BOWERMAN POWER pursuant to this Agreement shall be the sole responsibility of BOWERMAN POWER. Any and all environmental permits and/or CEQA planning approvals or other permits and/or approvals required to operate, maintain, upgrade or expand any facilities or equipment required of or by COUNTY pursuant to this Agreement shall be the sole responsibility of COUNTY. COUNTY and BOWERMAN POWER agree to fully cooperate with, expedite and assist the other in obtaining such permits or approvals.

(b) In connection therewith, each party agrees to make available copies of all environmental information reports, environmental assessment reports, environmental impact reports, air impact assessment studies, environmental applications filed and other available data relating to, necessary for and used (or useful) at each party's sole determination, provided such information is not privileged, in connection with obtaining any environmental permits or CEQA and planning approvals necessary for the installation and operation of any equipment or the conducting of any other activities on the Landfill.

1.6 RIGHTS TO LANDFILL GAS

(a) BOWERMAN POWER'S Rights. Except as otherwise provided herein and subject to the terms and conditions of this Agreement, BOWERMAN POWER shall have the exclusive right to recover and process Landfill Gas at the Landfill for sale and or conversion to and sale of Energy and other Covered Products and Flare Products. Subject to Section 1.2 hereof, the rights of BOWERMAN POWER to those portions of the Landfill outside of the Site are also by non-exclusive license and are limited to those portions of the Landfill at which or within which the Collection System and the Collection Instrumentation and Control System are located together with such other portions of the Landfill as authorized by the Director of OC WASTE & RECYCLING that may be necessary for BOWERMAN POWER to exercise the rights and perform the duties of BOWERMAN POWER. COUNTY shall execute and deliver any further writing, instrument or document and take any further action as BOWERMAN POWER may reasonably request, in form and substance reasonably satisfactory to BOWERMAN POWER, in order to evidence BOWERMAN POWER's ownership of the Covered Products and the Flare Products or to permit or facilitate the sale, conveyance or transfer of Covered Products or Flare Products by BOWERMAN POWER.

(b) Use of Natural Gas. Natural Gas may be used to supplement the Landfill Gas only if 1) the Conversion Facility is utilizing all of the Landfill Gas reasonably capable of being recovered from the landfill and 2) the Conversion Facility is operating at less than full capacity and 3) Landfill Gas use shall have priority over Natural Gas use. In no event shall the use of Natural Gas exceed [***] of the total annual fuel BTU throughput.

(c) COUNTY'S Rights. COUNTY shall have the right to take or otherwise use Excess Gas, with the approval of BOWERMAN POWER. Such approval shall not be unreasonably withheld, conditioned or delayed. Excess Gas shall be recovered in such a manner so as not to negatively impact BOWERMAN POWER's operations or production and sales of Flare Products or Covered Products. In the event the recovery of such Excess Gas is required to comply with Applicable Law, COUNTY and BOWERMAN POWER agree to work together to develop Collection System additions, operational methods, and techniques in order for COUNTY to meet Applicable Law, subject to the payment obligations set forth in Section 1.9(d). Any third party purchasing or otherwise receiving from COUNTY Excess Gas or Energy recovered exclusively from Excess Gas shall sign an agreement acknowledging BOWERMAN POWER'S superior rights to the Landfill Gas, the Covered Products and the Flare Products and other rights under this Agreement, which agreement shall be reasonably acceptable to BOWERMAN POWER. COUNTY and BOWERMAN POWER shall coordinate its efforts for Collection System work in the event that COUNTY installs or constructs any collection devices. In the event COUNTY and BOWERMAN POWER cannot agree on the actions needed to comply with Applicable Law, COUNTY shall have the sole and exclusive right to proceed with such action to the extent required to comply with Applicable Law or protect human health and the environment. Except as specifically provided in this Agreement, COUNTY reserves all rights to use the surface and subsurface of the Landfill; however, COUNTY shall use its best Commercially Reasonable efforts to minimize interference with the operations of the Collection System or Systems, the Conversion System or Systems, the Flare Facility, as described in Section 1.11(a) (if any) and the Utility Interface.

1.7 COMPLIANCE WITH LANDFILL OPERATING REQUIREMENTS

(a) System Plan. BOWERMAN POWER agrees to cooperate with COUNTY and appropriate regulatory agencies in the preparation of a plan for the sizing and installation of adequate Landfill Gas emission and Migration control devices including but not limited to Conversion System, Flare Facility, and Collection System to assure full compliance with air quality, and Landfill Gas emission and Migration regulations and other Applicable Law. COUNTY and regulatory agencies shall each approve the plan prior to design and construction of facilities contained herein. BOWERMAN POWER shall operate the Conversion System and any Flare Facility(s) necessary to maintain the COUNTY in compliance with all Applicable Law, including but not limited to, air quality and ground water quality and Landfill Gas emission and Migration regulations.

(b) Collection System Location. The installation of additional devices and operation of the COUNTY'S Collection System by BOWERMAN POWER is subject to the reasonable control and approval of COUNTY. The location(s) of the COUNTY'S Collection System may be changed, at any time, at the reasonable discretion of the Director of OC WASTE & RECYCLING. COUNTY shall be solely responsible for any and all costs related to such location change unless such change is at the request of BOWERMAN POWER.

(c) Governmental Monitoring. COUNTY intends to measure the concentrations of Landfill Gas on and around the Landfill to monitor for Landfill Gas emissions and Landfill Gas Migration for compliance with Applicable Law, including, but not limited to, air quality or other environmental regulations, such as Rule 1150.1 of the SCAQMD. COUNTY and BOWERMAN POWER agree that they shall coordinate their efforts to maintain the Landfill in compliance with all Applicable Law, including but not limited to air quality or other Applicable Law concerning Landfill Gas. If the COUNTY, BOWERMAN POWER or a regulatory agency at any time determines that the emissions of Landfill Gas from the Landfill exceed permissible limits, COUNTY and BOWERMAN POWER shall work together to determine the cause for such emissions. If the presence of excess concentrations of Landfill Gas are determined by COUNTY to be caused by surface fissures in the Landfill or other Landfill surface or subsurface irregularities, then COUNTY shall have the sole responsibility, at its expense, for the repair of such surface fissures or other Landfill surface or subsurface irregularities. If such excess concentrations of Landfill Gas are determined to be caused by the generation of Landfill Gas at the

Landfill at a rate greater than the rate of collection by the Collection System operated by BOWERMAN POWER, then COUNTY shall promptly notify BOWERMAN POWER of its determination and provide BOWERMAN POWER with the data in the possession of COUNTY supporting its determination of the cause of such excess concentration of Landfill Gas. Upon receipt of such notification and supporting data, BOWERMAN POWER shall adjust the draw rate on the wells or other collection devices in the Collection System located nearest to the area or areas of excess concentration of Landfill Gas. COUNTY and BOWERMAN POWER have set forth the preceding procedure to evidence the intent to cooperate with each other in an effort to maintain the compliance of the Landfill with applicable air quality and Landfill Gas emission, Migration regulations and other Applicable Law. The COUNTY and BOWERMAN POWER further agree that compliance with Applicable Law is a material obligation of this Agreement.

(d) Requests for Adjustment. BOWERMAN POWER acknowledges that COUNTY is required to respond promptly to complaints or other notifications COUNTY may receive from the SCAQMD or other governmental agencies having jurisdiction over the Landfill as to any purported noncompliance of the Landfill with Applicable Law. Accordingly, requests made by COUNTY to BOWERMAN POWER to adjust the draw rate on the wells or other collection devices constituting part of the Collection System may be made orally, either in person or by telephone, by COUNTY'S authorized representative to BOWERMAN POWER's on-site representative(s) (as described in Section 1.12(b)). Such oral requests shall state the specific action that COUNTY desires BOWERMAN POWER to take with respect to the operation of the Collection System in order to meet the requirements of SCAQMD or other applicable governmental agency. Such oral requests shall be immediately followed by a written request containing the same information. BOWERMAN POWER shall initiate corrective actions expeditiously and notify the COUNTY verbally as soon as possible and then in writing of all actions taken and all modifications made to the Collection System no later than one (1) business day after such actions or modifications taken pursuant to a request by the COUNTY under this Section 1.7(d). COUNTY shall be solely responsible for any and all costs related to a COUNTY request pursuant to Section 1.7(c) or (d) other than to the extent that BOWERMAN POWER'S negligence causes or contributes to the conditions that prompt any such request or those requests that require only the services (routine operation and maintenance as described on Exhibit C-3 attached hereto) of BOWERMAN POWER personnel then assigned to the Landfill during normal business hours, for which there shall be no charge to COUNTY. If BOWERMAN POWER is unable to comply with such requests within twenty-four (24) hours from the receipt of such request by COUNTY (or within seventy two (72) hours if the applicable law allows for such longer period for compliance), or, if COUNTY is unable to locate any personnel of BOWERMAN POWER to deliver such request within a twenty-four (24) hour period (or within seventy two (72) hours if the applicable law allows for such longer period for compliance), then COUNTY shall be authorized through a technician or other personnel trained in the operation of the Collection System to adjust the appropriate wells or other collection devices included in the Collection System in order to meet the requirements of any rule, order, permit, or regulation of the SCAQMD or any other applicable governmental agency having jurisdiction over the Landfill, and all reasonable out-of-pocket costs associated with such actions by the COUNTY shall be reimbursed promptly by BOWERMAN POWER. The personnel utilized by COUNTY to adjust or perform other corrective work on the Collection System shall perform such work in accordance with the procedures and standards set forth in BOWERMAN POWER's System Maintenance Manual. If COUNTY makes a request of BOWERMAN POWER to take action with respect to the Collection System that results in COUNTY using its personnel to adjust any such Collection System, following the completion of any such action taken by COUNTY, COUNTY shall (i) notify BOWERMAN POWER verbally as soon as possible and then in writing of all actions taken and all modifications made to the Collection System no later than one (1) business day after such actions; and (ii) be subject to the indemnification provisions of Section 2.13.

(e) Compliance with Applicable Law. COUNTY covenants that the Landfill and all activities conducted thereon will, during the term of this Agreement, be in material compliance with all Applicable Law, including without limitation those relating to Hazardous Materials. BOWERMAN POWER covenants that all of its activities conducted on the Landfill will, during the term of this Agreement, be in material compliance with Applicable Law, including without limitation those relating to Hazardous Materials. Notwithstanding the foregoing, it shall not be deemed to be a breach of this Section, 1.7(e) by either party if a failure to comply is cured by the earlier of (i) one hundred twenty (120) days after receiving a notice of non-compliance from the other party or any third party; (ii) the cure period provided for in Applicable Law or (iii) notice from the governmental authority attempting to enforce compliance with same.

(f) Habitat Mitigation Responsibilities. The parties acknowledge that disturbance of Habitat may require permission, permits and or implementation of mitigation acceptable to the U.S. Fish and Wildlife Service, California Department of Fish and Game, the Nature Reserve of Orange County and or other applicable agency prior to disturbance. In the event a party requests a relocation of the Site as set forth in Section 1.2(d), the requesting party shall be responsible for all costs and expenses related to Habitat mitigation in connection with such relocation of the Site (including, but not be limited to, obtaining any permits/permission from the applicable agencies for impacts to Habitat, implementation of compensatory mitigation associated with the development of the project, all costs related to any required Habitat mitigation (i.e., consultants, processing permits, long-term maintenance and monitoring, etc.). Otherwise, each party shall be solely responsible for any Habitat mitigation related to such party's operations under this Agreement. Said responsibilities shall include, but not be limited to, obtaining any permits/permission from the applicable agencies for impacts to Habitat, implementation of compensatory mitigation associated with the development of the project, all costs related to any required Habitat mitigation (i.e., consultants, processing permits, long-term maintenance and monitoring, etc.). In the event of a mutual project or disturbance, each party shall be responsible for its share of the mitigation based on the percentage involvement in the project or disturbance.

Prior to contacting the appropriate regulatory agencies, BOWERMAN POWER shall coordinate any plans or inquiries related to Habitat with regulatory agencies with the COUNTY dealing with Habitat mitigation on COUNTY property. In the event a potential Habitat disturbance issue is discovered by BOWERMAN POWER, exclusive of a disturbance caused by the COUNTY's requested relocation of the Site, BOWERMAN POWER shall submit a Habitat mitigation plan satisfying the requirements of the applicable agencies to the COUNTY in accordance with the provisions of Section 1.8 for OC Waste & Recycling Director approval as per Section 1.8.

1.8 CONSTRUCTION OF CONVERSION SYSTEM

(a) BOWERMAN POWER shall cause to be designed, constructed, and installed within the Site and the Landfill [***] any Conversion System improvements, as may be expanded from time to time, to adequately accommodate the uses permitted under this Agreement and shall submit its design plans and easement requirements therefore for review and approval by Director of OC WASTE & RECYCLING and the appropriate COUNTY building official. The construction proposed by BOWERMAN POWER may be scheduled in Commercially Reasonable increments, subject to review by Director of OC WASTE & RECYCLING and the appropriate COUNTY building official. BOWERMAN POWER shall provide a construction schedule, updated monthly. Development of the Site for the Conversion System shall be conducted in a good and workmanlike manner and shall meet all other requirements contained in this Agreement. Approval by Director of OC WASTE & RECYCLING shall not be unreasonably conditioned, delayed, withheld or denied.

(b) Before starting construction of the Conversion System:

(i) If BOWERMAN POWER deems it necessary to secure areas of the Landfill in addition to the Site, provided that suitable areas of the Landfill are available, the Director of OC WASTE & RECYCLING will select an area sufficient in size and acceptable to BOWERMAN POWER to accommodate the construction and operation by BOWERMAN POWER of the Conversion System. The Director of OC WASTE & RECYCLING shall work with BOWERMAN POWER to select a parcel or parcels of real property with stable soil that does not contain refuse from landfilling operations or other fill material, takes into account the convenience to the Collection System, the convenience and proximity to the Utility Interface, aesthetic and environmental considerations and any other appropriate consideration in the opinion of the Director of OC WASTE & RECYCLING and acceptable to BOWERMAN POWER. BOWERMAN POWER shall prepare a site layout or plat map (at least 8 1/2" x 11" in size at a 1":40' scale) that shows the location of the Site including the additional area, once the additional area, if any, is agreed upon. Upon approval of this site layout or plat map by the Director of OC WASTE & RECYCLING, it shall be attached as Exhibit B to this Agreement.

(1) If the site layout or plat map is marked as "preliminary", a final site layout or plat map must be included, for approval by the Director of OC WASTE & RECYCLING, with the design plans as required in Section 1.8(a).

(ii) The Director of OC WASTE & RECYCLING and BOWERMAN POWER will work together to identify and select an area of sufficient size to accommodate a temporary construction office trailer(s) and a work and storage area commonly referred to as the construction lay down area. BOWERMAN POWER will work to minimize the size and duration this area will be needed and will be responsible, at the sole cost of BOWERMAN POWER, to restore the area as nearly as practicable to its original condition or an alternate condition as agreed to by the Director of OC WASTE & RECYCLING.

(iii) BOWERMAN POWER will obtain environmental clearance for all work encompassed by this Agreement in accordance with the requirements of the CEQA.

(iv) BOWERMAN POWER will submit the following to the Director of OC WASTE & RECYCLING:

(a) Evidence of insurance coverage that fully complies with Section 2.12 of this Agreement.

(b) Evidence, by submitting approved building permits that the proposed development is:

1) In conformance with the General Plan of COUNTY pursuant to California Government Code Section 65402 or the then current applicable section.

2) In conformance with all federal, state and local land use planning requirements.

3) In compliance with all Applicable Law and other legal requirements applicable to the construction of the Conversion System.

(v) BOWERMAN POWER shall install the necessary fire protection system(s) as required per the Orange County Fire Authority (OCFA) and obtain adequate permits and approvals from OCFA for the Conversion System.

(a) The COUNTY is willing to allow BOWERMAN POWER to expand the COUNTY existing fire protection and potable water system to meet these requirements, pending approval of such modification by the OCFA and the Director of OC WASTE & RECYCLING, at the expense of BOWERMAN POWER.

1) Such improvements to existing COUNTY fire protection and potable water system shall become the property of the COUNTY upon acceptance by the appropriate building official.

2) If, pursuant to this Section 1.8 (b) (v), BOWERMAN POWER elects to install additional capacity or make improvements to the existing COUNTY fire protection and potable water system, it is understood BOWERMAN POWER may use these improvements for fire protection purposes only.

(b) Should OCFA require additional improvements to the existing COUNTY systems, cost sharing for any system improvements will be based proportionally on the size of the needed COUNTY improvements to the total size of the improvements needed by BOWERMAN POWER and must abide by COUNTY purchasing policies as defined by Applicable Law.

(vi) BOWERMAN POWER shall complete the decommissioning of the former LNG plant as mutually agreed upon in writing and directed by the Director of OC Waste & Recycling. Said decommissioning shall include the removal of specific improvements and restoration of the site.

(c) Before delivering Covered Products to any Customer, BOWERMAN POWER shall provide a copy of the Energy Agreement to Director of OC WASTE & RECYCLING as per Section 1.12 (a)(xiii).

1.9 COLLECTION SYSTEM AND FLARE FACILITY

(a) Construction of Flares. BOWERMAN POWER shall install additional Flares as needed to destruct all Landfill Gas reasonably projected to be recovered by the Collection System at the Landfill. The parties agree that until an alternate method of Landfill Gas destruction and destruction capacity determination is clearly defined in writing by the SCAQMD to the reasonable satisfaction of the Director of OC WASTE & RECYCLING, only Flare capacity will count towards the Landfill Gas destruction capacity requirements required by this Agreement. [***]. BOWERMAN POWER agrees to meet at a minimum annually with the COUNTY to review the most current Landfill Gas Generation Rate Table (Exhibit G), and establish a timeline agreed to by both parties as to when a new Flare is to be installed.

(b) If and when BOWERMAN POWER is required to replace or install a new Flare, in order to maintain control system and spare parts consistency, the COUNTY approval for the new Flare is contingent on BOWERMAN POWER providing a Perennial Energy Flare unless it can be shown the Flare(s) available from Perennial Energy at the time the Flare is needed a) do not meet the then applicable requirements for the destruction of Landfill Gas, or b) control systems and or major parts have changed significantly enough to negate the advantage of purchasing from Perennial Energy.

(c) Use of Existing Facilities. BOWERMAN POWER and COUNTY agree to continue to work together to develop operational methods and techniques in order to optimize the quality and quantity of Landfill Gas recovered from the Collection System in the Landfill. To the extent reasonably practicable, BOWERMAN POWER agrees to utilize COUNTY'S horizontal Landfill Gas extraction system, vertical Landfill Gas wells, and header(s) to produce and recover Landfill Gas therefrom and transport Landfill Gas to the Site of the Conversion System.

(d) Collection System Improvements.

(i) All work required for capital additions (as set forth in Exhibit C-3 C) to the Collection System to comply with Applicable Law will be implemented by [***].

(ii) The Collection System Major Maintenance responsibilities are defined in Exhibit C-3(B).

(e) Collection System Improvement Reimbursement. Beginning January 1, 2012, BOWERMAN POWER will pay or reimburse COUNTY for [***], in both cases either through a credit or a direct payment to COUNTY (as evidenced by supporting documentation to be provided by COUNTY on an annual basis). Any such reimbursement shall be subject to pro rata reduction in the final year of the term to the extent the term does not expire or terminate on December 31 and shall be due within thirty (30) days after receipt by BOWERMAN POWER of a statement prepared by COUNTY setting out in reasonable detail the costs for which reimbursement is due under this Section 1.9(e).

(f) Collection System to Control Landfill Gas Migration. If (A) the Collection System as it exists at any given time, including the use of all improvements installed per Section 1.9(c) above, will control Landfill Gas Migration when adjusted as per and within Applicable Law limits, and (B) said adjustments result in Landfill Gas quality or quantities below limits acceptable to BOWERMAN POWER and (C) COUNTY determines that by readjusting the Collection System to meet the Landfill Gas quality or quantities acceptable to BOWERMAN POWER that Landfill Gas Migration in excess of regulatory limits cannot be prevented, or soon may not be preventable, then BOWERMAN POWER shall design and construct [***] all improvements to the Collection System required to reduce the burden on the Collection System to increase the Landfill Gas quality or quantities to limits acceptable to BOWERMAN POWER, including if necessary, a separate Collection System. Said improvements shall be designed and operated in conjunction with the entire Collection System, which now includes the additions installed by BOWERMAN POWER to prevent Landfill Gas Migration.

(g) Cooperation. The engineering staffs of COUNTY and BOWERMAN POWER shall meet and confer on the design of any expansion or additions to the Collection System at the Landfill. COUNTY and BOWERMAN POWER agree to cooperate in specifying the materials, design, and location of Landfill Gas collectors for the Collection System to satisfy Applicable Law. No structures, improvements, or facilities relating to the Collection System shall be constructed, erected, altered or made within the Site or the Landfill by BOWERMAN POWER without prior written consent or approval of the Director of OC WASTE & RECYCLING or designee, which consent shall not be unreasonably withheld, conditioned or delayed.

1.10 OPERATION AND MAINTENANCE OF THE COLLECTION AND CONVERSION SYSTEMS

(a) In operating and maintaining the Collection System and constructing, equipping, operating and maintaining the Conversion System, BOWERMAN POWER shall use reasonable care and diligence and shall perform all work in a proper and workmanlike manner and BOWERMAN POWER agrees to conduct its operations in full compliance with Applicable Law and so as not to unreasonably interfere with the use of the Landfill for sanitary landfill operations. BOWERMAN POWER'S operation and maintenance duties for the Collection System shall be as detailed in Exhibit C-3 attached hereto and BOWERMAN POWER shall perform the Routine Operations, Repair and Maintenance as assigned in Exhibit C-3(A) attached hereto, [***]. COUNTY agrees to use its best efforts to supervise the equipment operators employed at the Landfill and to instruct them not to damage any wells, piping, or other material or equipment installed at the Landfill which may extend above the surface of the Landfill during either normal day-to-day operations or during any operations in which the Landfill is brought up to its final grade.

(b) To the extent that any damage occurs to all or any part of any of the systems on the Site, specifically the Conversion System, Condensate System, the Collection System, the Flare Facility described in Section 1.11(a) below or the Utility Interface, each party shall pay for the cost of any and all damage that is the fault of that party, or caused by any Affiliate, sublessee or sublicensee, assignee, representative, contractor, agent, licensee, or invitee of that party. Nothing herein shall be construed as limiting either party's right to pursue all other available rights at law or in equity.

1.11 OPERATION AND MAINTENANCE OF FLARE FACILITY AND CONDENSATE SYSTEM

(a) In order to allow COUNTY to comply with Applicable Law with respect to its operations at the Landfill, BOWERMAN POWER shall convey any Landfill Gas within the Collection System not being used by any Conversion System to the Flare Facility. BOWERMAN POWER agrees to consume or flare Landfill Gas as necessary to maintain COUNTY compliance with Applicable Law concerning Landfill Gas through the term of this Agreement.

(b) (i) BOWERMAN POWER shall perform the Routine Flare Facility and Condensate System Operation and Maintenance assigned to it in Exhibits C-l and C-2 attached hereto. All duties assigned to BOWERMAN POWER, as set forth in Exhibit C-l and C-2, shall be performed at [***] expense.

(ii) BOWERMAN POWER shall perform the Major Maintenance on the Flare Facility assigned to it in Exhibit C-l attached hereto, [***].

(iii) BOWERMAN POWER shall perform the Major Maintenance on the Condensate System assigned to it in Exhibit C-2 attached hereto [***].

(c) As part of its obligation to operate and maintain the Flare Facility under this Section 1.11, BOWERMAN POWER shall purchase or otherwise provide all electricity necessary to operate the Flare System and install any metering necessary to do so. Such electricity shall be of utility standard quality and shall be separately metered. [***].

1.12 DUTIES OF BOWERMAN POWER

(a) Generally. BOWERMAN POWER shall keep and maintain the Site, Flare Facility, Condensate System and Collection System and all improvements of any kind which may be erected, installed, or made thereon in good condition and in good repair and in a safe, clean, and sanitary condition, all as set forth in Exhibits C-l, C-2 and C-3 attached hereto, and properly handle any Hazardous Material generated or brought into the Landfill by or at the request of BOWERMAN POWER, subject to the other terms of this Agreement. BOWERMAN POWER shall keep and maintain the aesthetics of the Site consistent with the COUNTY premises as they relate to the general style and color scheme where applicable, as reasonably determined by the Director of OC Waste & Recycling. In addition, BOWERMAN POWER shall pay particular attention to odor, fumes, light and sound as they relate to the duties described in this Agreement and work with the COUNTY to develop procedures for when complaints are received. These procedures are to become part of the BOWERMAN POWER System Maintenance Manual. BOWERMAN POWER shall employ, or otherwise obtain the services of, experienced Landfill Gas to energy personnel to assist BOWERMAN POWER in performing its obligations under this Agreement. Specifically, subject to the terms and conditions of this Agreement, BOWERMAN POWER will perform the following duties during the term of this Agreement:

(i) Provide routine operation and maintenance, Major Maintenance and capital improvements as provided in this Agreement.

(ii) Treat and dispose of all Condensate separated or collected from the Collection System, Flare Facility and the Conversion System at BOWERMAN POWER'S expense so that such Condensate satisfies the requirements of Applicable Law, including delivery of adequate Landfill Gas to the Flare Facility as described in Section 1.11(a) to the extent needed to dispose of Condensate through injection into the Flare Facility; provided that, notwithstanding anything in this Agreement to the contrary, BOWERMAN POWER shall have no obligation to handle or dispose of Condensate that can be or will be classified as Hazardous Material, unless (x) the Condensate has been made a Hazardous Material by a treatment or process performed by BOWERMAN POWER or by the Conversion System or (y) such Condensate is readily treatable on site without any excessive expense (not to exceed $[***] annually, escalating no more than [***]% annually), such as a pH adjustment.

The County, at its option, may treat and use Condensate for dust control.

(iii) BOWERMAN POWER is responsible to provide all monitoring and testing with analysis as required by Applicable Law for the Landfill Gas (with the exception of the testing associated primarily with the Landfill, such as SCAQMD 1150.1 monitoring and testing requirements). The frequency, constituents and methods monitored and or tested may change as required by Applicable Law or the current permit.

(iv) Perform its duties hereunder in accordance with Applicable Law related to BOWERMAN POWER's operations.

(v) [***].

(vi) Prepare and present to the COUNTY for review and approval, the BOWERMAN POWER System Maintenance Manual within ninety (90) days of the Effective Date of this Agreement and thereafter as it may be amended from time to time. The COUNTY has the right to request revisions annually.

A) BOWERMAN POWER shall within thirty (30) days of the Effective Date prepare and present to the COUNTY for review and approval, the Flare Facility and Collection System Operations and Maintenance procedures portion of BOWERMAN POWER's System Maintenance Manual.

B) BOWERMAN POWER shall supply COUNTY with two (2) copies of the BOWERMAN POWER System Maintenance Manual as in effect from time to time, or whenever modified.

(vii) Perform all other duties and obligations of BOWERMAN POWER as specified in this Agreement.

(viii) Comply with all federal and state statutes and regulations regarding the employment of aliens.

(ix) Comply with all aspects of Applicable Law.

(x) Participate in monthly coordination meetings (via telephone or in-person) between COUNTY staff and BOWERMAN POWER management (routine management participation at the discretion of BOWERMAN POWER unless specifically requested to attend by the COUNTY) and/or on-site field and Conversion System personnel.

(xi) [***].

(xii) Maintain, repair and generally keep in a good and safe condition as per the standards for a private road, the portions of the access road located within the boundaries of the Site at the sole cost of BOWERMAN POWER.

(xiii) Provide copies of all Energy Agreements with a duration of more than one (1) year to COUNTY by BOWERMAN POWER within thirty (30) days of execution of any such Energy Agreements (see also Section 1.8 (c)).

(xiv) In the event there is Excess Gas available, BOWERMAN POWER and COUNTY agree to explore Commercially Reasonable options for the production and sale of electricity by BOWERMAN POWER to COUNTY from an expansion project or the self-generation of electricity by COUNTY for use by COUNTY for its' administrative needs on the Landfill.

(b) Representatives. BOWERMAN POWER shall designate in writing to the Director of OC WASTE & RECYCLING an on-site representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order. COUNTY shall designate in writing to BOWERMAN POWER a representative who shall be responsible for interfacing with BOWERMAN POWER as to the day-to-day operations on the Site.

(i) The BOWERMAN POWER representative acting in the capacity of Landfill Gas Collection System supervisor or equivalent position shall have at least 5 years' experience in the operations and maintenance of a Landfill Gas Collection System and within one year of assignment to the Landfill shall have successfully completed at a minimum the SWANA Landfill Gas Systems Operations and Maintenance and or Landtec Technician Landfill Gas Training course or equivalent.

(ii) The BOWERMAN POWER representative(s) acting in the capacity of Landfill Gas Collection System technician or equivalent position within one year of assignment to the Landfill shall have successfully completed at a minimum the SWANA Landfill Gas Basics course or equivalent.

(iii) If an inadequate, improper or delayed action on the part of BOWERMAN POWER staff results in a regulatory violation or fine, the parties agree to work together to first identify and then correct the root cause of any such inadequate, improper or delayed action. This correction would include but not be limited to; changing of policies, additional training, re-training or the replacement of the responsible BOWERMAN POWER staff member. The COUNTY may request the replacement of a BOWERMAN POWER staff member only after a second regulatory violation or fine has been attributed to the BOWERMAN POWER staff member's inadequate, improper or delayed action and only after a joint investigation by both parties; provided however, that the COUNTY may request that BOWERMAN POWER immediately remove a staff member in the event of negligence which results in a regulatory violation or fine or willful misconduct of such staff member as reasonably determined by the COUNTY.

(iv) If the COUNTY has evidence that BOWERMAN POWER'S operation and maintenance of the Collection System, Flare Facility and/or Condensate System is (a) not in compliance with Applicable law, (b) not in compliance with the manufacturers recommendations, (c) not within the operating parameters as reasonably defined by the COUNTY or (d) not within Commercially Reasonable standards, then the COUNTY may request BOWERMAN POWER to engage, [***], an independent consultant to review and audit BOWERMAN POWER's compliance with its' operation and maintenance obligations under this Agreement. Such requests will be limited to once per calendar year and the independent consultant shall be selected by BOWERMAN POWER with approval from the Director of OC Waste & Recycling which approval shall not be unreasonably withheld or delayed. The parties agree to review the findings and implement agreed upon recommended changes to BOWERMAN POWER's System Maintenance Manual and or take appropriate action as per Section 1.12(b)(iii) above.

(c) Failure to Maintain. If BOWERMAN POWER fails to maintain or make repairs or replacements as required of BOWERMAN POWER herein, the Director of OC WASTE & RECYCLING shall notify BOWERMAN POWER in writing of the failure. Should BOWERMAN POWER fail to commence correction of the situation within three (3) business days (or such earlier time as may be required by Applicable Law) after receipt of written notice, the Director of OC WASTE & RECYCLING may make the necessary correction or cause it to be made and the cost of labor, materials, and equipment shall be paid by the party responsible therefore as per Sections 1.9, 1.10 and 1.11 within ten (10) days of receipt of a statement of said cost from the Director of OC WASTE & RECYCLING. The Director of OC WASTE & RECYCLING may choose other remedies available herein, or by law.

(d) Further Improvements. Within sixty (60) days following completion of any substantial improvement within the Site and/or Landfill, pursuant to Sections 1.8 and 1.9 by BOWERMAN POWER, BOWERMAN POWER shall furnish the Director of OC WASTE & RECYCLING with one (1) complete set of reproducibles and two (2) sets of prints of "as-built" plans. In addition, BOWERMAN POWER shall furnish the Director of OC WASTE & RECYCLING with an itemized statement of the actual construction cost of COUNTY requested improvements to be paid by COUNTY. The statement of cost shall be sworn to and signed by BOWERMAN POWER or its responsible agent under penalty of perjury and may be subject to audit by COUNTY.

(e) Landscaping. BOWERMAN POWER shall, upon written request from the Director of OC WASTE & RECYCLING, install and maintain such landscaping as may be reasonably required for adequate screening of BOWERMAN POWER's facilities and appurtenant equipment.

(f) Sale of Covered Products. BOWERMAN POWER shall, itself or through an Affiliate, exercise Commercially Reasonable efforts to acquire and sell, or otherwise extract the maximum value from the Landfill Gas, Covered Products and the Flare Products while minimizing any adverse impact on the Landfill and Landfill operations. Among other things, BOWERMAN POWER shall[***]: (1) prepare and file any document, application, registration or certificate; (2) institute or prosecute any proceeding, hearing, action or make any claim before any governmental agency or body; (3) negotiate any contract, agreement or other arrangement, or (4) take any and all other action that BOWERMAN POWER deems necessary or advisable with respect to the identification, acquisition or sale of any such Covered Product; provided, however that no document shall be filed or action taken by BOWERMAN POWER in the name of COUNTY without COUNTY'S prior written approval. Nothing herein shall be deemed as an obligation of BOWERMAN POWER to identify or pursue any particular opportunities with respect to Covered Products. BOWERMAN POWER shall have discretion to determine which Covered Products shall be identified and commercialized and there shall be no penalty or liability imposed on BOWERMAN POWER for its failure, or unsuccessful attempt, to identify and commercialize any particular Covered Product or to receive any particular value for any Covered Product. Notwithstanding anything contrary contained herein, COUNTY shall cooperate in good faith with BOWERMAN POWER with respect to matters undertaken by BOWERMAN POWER pursuant to this Section 1.12(f). Such cooperation shall include, but not be limited to, COUNTY'S execution of applications, certificates, filings, agreements and other documents as BOWERMAN POWER may reasonably request, provided, however, that COUNTY has reviewed and approved any such document and that execution of such document imposes no liability upon COUNTY, unless COUNTY, at its sole discretion, agrees to execute such document notwithstanding such liability.

(g) Engagement of Third Parties. Subject to the consent or other approval of the Director of OC WASTE & RECYCLING as required or permitted herein, BOWERMAN POWER may engage such persons and entities (including Affiliates of BOWERMAN POWER) as it deems advisable for the purpose of performing or carrying out any of its obligations under this Agreement; provided, however, that no such

engagement shall relieve BOWERMAN POWER of any of its obligations or liabilities under this Agreement. BOWERMAN POWER, shall be solely responsible for the acts or defaults of its subcontractors and its agents, representatives and employees, including all persons and entities engaged pursuant to this Section 1.12(g). Nothing in this Agreement shall be construed to impose on COUNTY any obligation, liability or duty to an Affiliate, assignee, sublessee, sublicense, or subcontractor engaged pursuant to this Section 1.12(g), or to create any contractual relationship between any such entity or subcontractor and COUNTY. In the event that BOWERMAN POWER subsequently determines to employ a third-party operator or contractor to provide operations and maintenance services for BOWERMAN POWER hereunder, such third-party operator or contractor must be approved by the Director of OC WASTE & RECYCLING, which approval shall not be unreasonably withheld or delayed.

(h) Health and Safety

(i) BOWERMAN POWER will comply with all Applicable Laws relating to health and safety pertaining to its business operations. See also Exhibit E.

(1) For the purposes of this Agreement as it relates to noise requirements, the parties agree the Conversion Facility will not interfere with the operations of the Landfill.

(ii) BOWERMAN POWER will submit a copy of the Health and Safety Plan to the OC WASTE & RECYCLING Safety Officer within thirty (30) days after the Effective Date of the Agreement and within thirty (30) days whenever it is modified. Exhibit E outlines the minimum requirements, as known to the OC WASTE & RECYCLING Safety Officer as of the Effective Date of this Agreement, for COUNTY approval of the Health and Safety Plan. The COUNTY'S acceptance/concurrence of BOWERMAN POWER's Health and Safety Plan does not relieve or transfer any such responsibilities to the COUNTY.

(iii) BOWERMAN POWER shall maintain an Orange County Fire Authority approved Hazardous Materials disclosure plan on Site as required by Applicable Law as soon as the Site becomes subject to such requirements. BOWERMAN POWER will provide a copy to the COUNTY within thirty (30) days of such requirement and within thirty (30) days whenever it is modified.

(i) Effective as of the Effective Date, BOWERMAN POWER shall reimburse COUNTY for [***]. BOWERMAN POWER shall pay such costs within thirty (30) days of receipt of an invoice and proper supporting documentation from COUNTY.

1.13 COMBUSTION CONTROL

(a) BOWERMAN POWER shall operate the Collection System in accordance with Applicable Law, including but not limited to, U.S. Environmental Protection Agency New Source Performance Standards to avoid the ignition of Landfill fires.

(b) In the event Carbon Monoxide (CO) levels increase over established baseline levels as reported in the FLARE STATION DAILY TOTAL FLOW & HEAT INPUT LOG and as stated in the BOWERMAN POWER System Maintenance Manual, BOWERMAN POWER will immediately begin taking additional CO readings throughout the Collection System in an effort to identify the source of the higher than normal CO levels. Once the source is located, the source(s) will be either isolated or adjusted to reduce the possibility of a fire until such a time as the increased CO levels have decreased to baseline or below.

(c) In the event of a fire in the refuse-filled portion of the Landfill, BOWERMAN POWER will follow the emergency response plan, which includes the Standard Procedures for Elevated Subsurface Temperature Monitoring and Control, provided to it by COUNTY and will take such steps as COUNTY requests so as to allow such fires to be extinguished as soon as practicable. To the extent possible, BOWERMAN POWER will isolate any collection wells that are part of the Collection System located in the area in which any such fire is occurring and close off such wells from operating with the remainder of the Collection System until any such fire is extinguished so as to minimize the potential for air to be drawn into the area of the Landfill where the fire is located. Such actions shall be in accordance with Applicable Law.

Following any actions taken by the parties to extinguish any fire in the refuse filled portion of the Landfill, BOWERMAN POWER shall monitor and conduct tests of the temperature and CO levels in the immediate area of the fire in order to assess the effectiveness of control measures taken by BOWERMAN POWER and the COUNTY to extinguish such fire. BOWERMAN POWER shall promptly provide copies of such test data to COUNTY. The cost of the samples to be tested at a laboratory for any given fire shall be paid for [***]. Once both parties agree the laboratory tests show the fire to be extinguished, any subsequent requests by COUNTY for laboratory tests for the same fire shall be paid for [***].

1.14 TERMINATION RIGHTS

(a) Default by BOWERMAN POWER. COUNTY shall have the right (in addition to any other rights it may have under this Agreement, at law or in equity), to terminate this Agreement:

(i) If BOWERMAN POWER fails to timely pay any sums due to COUNTY under this Agreement and fails to cure such failure within thirty (30) days after COUNTY gives written notice of default to BOWERMAN POWER;

(ii) If BOWERMAN POWER defaults in the performance of any other material obligation of this Agreement either by action or inaction and/or causes the Landfill to be out of compliance with Applicable Law and fails to cure same within ninety (90) days after COUNTY gives written notice of default to BOWERMAN POWER, unless such default is excused by the provisions of Section 2.14 (Force Majeure);

(iii) If BOWERMAN POWER or GSF, only as it relates to GSF as per Section 1.16 (g) fails to pay its undisputed debts as they become due or admits in writing its inability to pay its debts or makes a general assignment for the benefit of creditors;

(iv) If a case is commenced by or against BOWERMAN POWER or GSF, only as it relates to GSF as per Section 1.16 (g) under Title 11 of the United States Bankruptcy Code as now in force or hereafter amended and if the same is not dismissed within ninety (90) days;

(v) If a trustee or receiver is appointed to take possession of substantially all of BOWERMAN POWER’s interest in this Agreement, where such seizure is not discharged within ninety (90) days;

(vi) If BOWERMAN POWER or GSF, only as it relates to GSF as per Section 1.16 (g) convenes a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this Agreement nor any interests of BOWERMAN POWER in and to the Landfill shall become an asset in any such proceeding and, in such event, in addition to any and all rights and remedies of the COUNTY hereunder and by law, it shall be lawful for COUNTY to declare the term of this Agreement ended and to re-enter the Site and take possession thereof and remove all persons therefrom, and BOWERMAN POWER and its unsecured creditors (other than COUNTY) shall have no further claim thereon or hereunder other than with respect to BOWERMAN POWER'S assets remaining on the Landfill; or

(vii) If BOWERMAN POWER fails to construct [***].

(viii) If, after the Commercial Operations Date, BOWERMAN POWER fails to produce and sell commercial quantities of Covered Products for a period of twelve (12) consecutive months (subject to the provisions of Section 2.14, Force Majeure);

(ix) If any records, financial reports and or certifications related to the calculation of the royalty payment due the COUNTY is found to be materially false and BOWERMAN POWER does not correct it and pay the COUNTY any payments in arrears within ninety (90) days after written notice from the COUNTY.

(b) Default by COUNTY. BOWERMAN POWER shall have the right (in addition to any other right they may have at law or in equity) to terminate this Agreement:

(i) If COUNTY fails timely to pay any sums due to BOWERMAN POWER under this Agreement and fails to cure such failure within thirty (30) days after BOWERMAN POWER gives written notice of default to COUNTY;

(ii) If COUNTY defaults in the performance of any other material obligation of the Agreement and fails to cure same within ninety (90) days after BOWERMAN POWER gives written notice of default to COUNTY, unless such default is excused by the provisions of Section 2.14 (Force Majeure);

(iii) If COUNTY fails to pay its undisputed debts as they become due or admits in writing its inability to pay its debts or makes a general assignment for the benefit of creditors;

(iv) If a case is commenced by or against COUNTY under Title 11 of the United States Bankruptcy Code as now in force or hereafter amended and if the same is not dismissed within ninety (90) days;

(v) If a trustee or receiver is appointed to take possession of substantially all of COUNTY'S interest in this Agreement, where such seizure is not discharged within ninety (90) days; or

(vi) If COUNTY convenes a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts.

(c) Default by Either Party. In the event of default by any party for nonpayment of sums due under this Agreement, the other party shall have the right to commence legal action to recover [***], the later of forty-five (45) days after such sums become due under this Agreement, or 30 days after the expiration of any cure period allowed for under this Agreement. Notwithstanding any provision to the contrary herein, no party shall have any right to set off any sums due or otherwise alleged to be due hereunder from moneys due the other party.

(d) Damages. In the event of the termination of this Agreement as set forth, authorized or permitted herein prior to BOWERMAN POWER constructing Flare capacity in order to consume all Landfill Gas reasonably projected to be recovered at the Landfill during the five (5) years following said termination and in addition to any other rights and remedies the COUNTY may have under this Agreement or at law, BOWERMAN POWER shall promptly pay COUNTY the sum of [***] toward the cost for the necessary Flare improvements to meet said requirements. Beginning [***] after the Commercial Operation Date, this amount shall be adjusted annually as per the Cost Index, but in no case shall the amount 1) be less than $[***] or 2) adjust by more than [***] in any one year. BOWERMAN POWER shall further be responsible for [***]% of any penalties or fines imposed by regulatory agencies caused by emission control devices not being installed and operating to satisfy all regulatory requirements until said necessary Flare improvements are in full operation. In the event BOWERMAN POWER has paid the COUNTY the full amount as above at least 30 months prior to the mutually agreed date the Flare installation is required to be operational, BOWERMAN POWER'S obligations under this Section 1.14(d) shall have been satisfied.

(e) Termination Right of BOWERMAN POWER. BOWERMAN POWER shall have the right to terminate this Agreement upon ninety (90) days written notice whenever, in the sole judgment of BOWERMAN POWER, Covered Products can no longer be sold in Commercial Quantities. Prior to enacting this clause, BOWERMAN POWER shall leave the Landfill with enough fully operable Flare capacity to meet the requirements of law or regulatory agencies to consume all Landfill Gas reasonably projected to be produced during the five (5) years following said termination or deposit monies as required per Section 1.14(d) of this Agreement.

1.15 SURRENDER OF POSSESSION

On the expiration of the Term of this Agreement, or this Agreement's sooner termination, BOWERMAN POWER shall quietly and peaceably relinquish its rights to utilize the Site to COUNTY, and, if requested by COUNTY, shall cause a good and sufficient quitclaim deed to be recorded in Orange County, California, in which the Landfill is located.

(a) BOWERMAN POWER shall notify COUNTY, no later than 6 months prior to expiration of this Agreement or within sixty (60) days of any termination of this Agreement, of BOWERMAN POWER's intention to either remove or abandon the above-ground property, fixtures, and improvements owned by BOWERMAN POWER which BOWERMAN POWER has placed on the Landfill. BOWERMAN POWER shall within six (6) months after said expiration or termination a) remove such above-ground property if (i) BOWERMAN POWER notifies the COUNTY of its intention to remove such above-ground property or (ii) COUNTY requests that such above-ground property be removed, and b) clean up any contamination of the Site caused by BOWERMAN POWER. In the event of a dispute as to the source of the contamination,

reasonable exploratory costs to determine the source of the contamination shall be borne by the party ultimately determined to be responsible for the contamination. The COUNTY shall have the right to assume the interconnect agreements for any utility improvements (water, sewer and power), installed by BOWERMAN POWER. BOWERMAN POWER shall make reasonable efforts to ensure the COUNTY acquires these assumption rights, subject to any approval rights of the counterparty. BOWERMAN POWER and COUNTY shall mutually agree on the final Site configuration. The Site surface shall be left in a regulatory compliant manner unless waived by the Director of OC Waste & Recycling due to impending landfill operations.

(b) Within ninety (90) days of the Commercial Operation Date, BOWERMAN POWER shall select an engineering firm acceptable to the COUNTY to develop an appropriate estimate to decommission the Conversion System taking into consideration the approximate time value of money at the conclusion of the Term of this Agreement. BOWERMAN POWER shall provide a surety bond for said decommissioning cost estimate within 30 days of the determination, but no later than one hundred twenty (120) days from the Commercial Operation Date. Said surety bond shall be in form acceptable to the COUNTY and shall remain in effect until released by the COUNTY and only after BOWERMAN POWER has left the Site in a condition in compliance with the parameters of Section 1.15(a) and acceptable to the Director of OC Waste & Recycling using a Commercially Reasonable standard of review.

(c) BOWERMAN POWER shall leave the Landfill with fully operable Flare capacity adequate to meet Applicable Law in order to consume all Landfill Gas reasonably projected to be recovered as per Exhibit G, or as amended, at the Landfill during the [***] following the expiration or termination of this Agreement.

1.16 ASSIGNMENTS

(a) Restrictions on Assignment by BOWERMAN POWER. BOWERMAN POWER may not sell, assign, pledge or transfer this Agreement or any interest BOWERMAN POWER may have hereunder, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld or delayed, except as follows:

1. BOWERMAN POWER may sell, assign, pledge or transfer this Agreement or any interest BOWERMAN POWER may have hereunder to an Affiliate that is controlled by Montauk.

2. BOWERMAN POWER may sell, assign, pledge or transfer this Agreement or any interest BOWERMAN POWER may have hereunder to one or more lenders (or such lenders' trustee or agent) as collateral security for any financing provided, directly or indirectly, by such lender(s) in connection with the construction, ownership or operation of BOWERMAN POWER'S facilities located on the Landfill.

Unless specifically agreed in writing by COUNTY, any sale, assignment, pledge or transfer by BOWERMAN POWER as contemplated by Section 1.16(a)(1) or (2) above, or otherwise as may be consented to by COUNTY, shall not be construed to relieve BOWERMAN POWER of any of its obligations under this Agreement, nor shall any such sale, transfer, pledge or assignment be deemed to modify or otherwise affect any of COUNTY'S rights hereunder.

(b) Ownership of BOWERMAN POWER. As of the Effective Date, 100% of the membership interests of BOWERMAN POWER are owned by GSF. GSF agrees that it will not sell, assign, pledge or transfer any of the membership interests of BOWERMAN POWER without the prior written consent of COUNTY, which consent shall not be unreasonably withheld or delayed, except as follows:

1. GSF may transfer membership interests of BOWERMAN POWER to an Affiliate that is controlled by Montauk.

2. GSF may pledge, assign or otherwise transfer membership interests of BOWERMAN POWER to one or more lenders (or such lenders' trustee or agent) as collateral security for any financing provided, directly or indirectly, by such lender(s) in connection with the construction, ownership or operation of BOWERMAN POWER'S facilities located on the Landfill.

Unless specifically agreed to in writing by COUNTY, any sale, assignment, pledge or transfer by GSF of membership interests of BOWERMAN POWER as contemplated by Section 1.16(b)(1) or (2), or otherwise as may be consented to by COUNTY, shall not be construed to relieve BOWERMAN POWER of any of its obligations under this Agreement, nor shall any such sale, transfer, pledge or assignment be deemed to modify or otherwise affect any of COUNTY'S rights hereunder.

For the avoidance of doubt, the parties hereto contemplate that GSF and its Affiliates (excluding, for this purpose, BOWERMAN POWER) may find it necessary or desirable to provide equity participations in GSF (or such Affiliates) or to provide other financial accommodations or incentives in order to induce financing parties to provide financing in connection with the construction, ownership or operation of BOWERMAN POWER's facilities located on the Landfill. Accordingly, COUNTY acknowledges that direct or indirect changes in ownership of GSF (and/or such Affiliates including Montauk) including any sale of GSF or other financial accommodations or incentives provided by GSF (and/or such Affiliates including Montauk), shall not require the consent of the COUNTY.

(c) Information. In the event that BOWERMAN POWER sells, transfers, pledges or assigns this Agreement or any interest it may have herein as contemplated by Section 1.16(a)(1) or (2) or Section 1.16(b)(1) or (2), or otherwise requests that COUNTY approve any other sale, transfer, pledge or assignment of this Agreement or any interest of hereunder, then BOWERMAN POWER will provide such information about the purchaser, transferee, pledgee or assignee as COUNTY may reasonably request. In the event of a BOWERMAN POWER assignment which requires the approval of the COUNTY as per above, BOWERMAN POWER shall pay to the COUNTY an Assignment Fee in the amount of [***] by the effective date of the assignment ("Assignment Fee").

(d) Assignment by COUNTY. COUNTY may sell, transfer, pledge or assign this Agreement, or any of its rights hereunder, to any third party without the consent of BOWERMAN POWER, provided however that if at the time of such sale, transfer, pledge or assignment, such third party is engaged in the business of generating and selling electricity (or other Covered Products) from Landfill Gas or is otherwise a competitor of BOWERMAN POWER, the COUNTY shall obtain the prior written consent of BOWERMAN POWER, which consent shall not be unreasonably withheld or delayed.

(e) Cooperation in Financing. In the event that BOWERMAN POWER enters into a financing transaction contemplated by Section 1.16(a) (2), then COUNTY shall, upon the request of BOWERMAN POWER, cooperate with BOWERMAN POWER in order to deliver such customary additional documentation as the financing parties may reasonably request in order to effectuate such financing transaction. Such additional documentation may include the following (without limitation):

1. An acknowledgement by COUNTY of the sale, transfer, pledge or assignment;

2. An estoppel certificate confirming the absence of breaches of this Agreement by BOWERMAN POWER or COUNTY, and

3. An agreement under which COUNTY will provide to the financing party (i) notices of default and/or termination of this Agreement, (ii) upon default by BOWERMAN POWER under this Agreement, rights of the financing party to cure such defaults and otherwise perform the obligations of BOWERMAN POWER hereunder, (iii) upon default by BOWERMAN POWER with respect to that financing transaction, "step-in" rights of the financing party (or an assignee of that financing party that is experienced in Landfill Gas to energy operations) to assume the rights and obligations of BOWERMAN POWER under this Agreement, and (iv) the right of the financing party to receive direct payment of any amounts due to BOWERMAN POWER from COUNTY.

(f) Continued Obligation. Notwithstanding any provision of this Agreement to the contrary, BOWERMAN POWER at all times shall remain liable for all acts, actions, inactions, obligations, duties and liabilities related in any way to this Agreement, unless otherwise expressly released in writing by the COUNTY. Unless otherwise expressly agreed to by the COUNTY in writing, the COUNTY will look to and communicate directly with BOWERMAN POWER with respect to all matters (including, without limitation, all payment obligations and events of default) under this Agreement and will not have any obligation to communicate with any Affiliate, assignee, sublessee, sublicensee or GSF.

(g) Guaranty. As an inducement for the COUNTY consenting to the assignment from GSF to BOWERMAN POWER, GSF hereby guarantees to the COUNTY the full and prompt payment when due of all of the obligations of BOWERMAN POWER arising under the Agreement (the "Obligations"). GSF hereby agrees as follows:

1. GSF agrees that its guaranty of the Obligations hereunder is independent of the obligations of BOWERMAN POWER under the Agreement and that, if any default occurs hereunder, a separate action or actions may be brought and prosecuted against GSF whether or not BOWERMAN POWER is joined therein.

2. GSF agrees that the COUNTY may enforce this guaranty, at any time and from time to time, without the necessity of proceeding against BOWERMAN POWER. GSF hereby waives the right to require the COUNTY to proceed against BOWERMAN POWER, to exercise any right or remedy under the Agreement or to pursue any other remedy or to enforce any other right.

3. GSF will continue to be subject to this guaranty notwithstanding: (i) any modification, agreement or stipulation between the COUNTY and BOWERMAN POWER, or their respective successors and assigns, with respect to the Agreement or the Obligations; (ii) any waiver of or failure to enforce any of the terms, covenants or conditions contained in the Agreement or any modification thereof, other than a full and indefeasible waiver by COUNTY of all obligations of BOWERMAN POWER under the Agreement; or (iii) any release of BOWERMAN POWER from any liability other than a full and indefeasible release by COUNTY of all obligations of BOWERMAN POWER under this Agreement.

(h) Termination of Guaranty. This guaranty shall be valid and enforceable and shall not terminate until the earlier to occur of (i) the expiration or termination of this Agreement in accordance with its terms or (ii) the date at which BOWERMAN POWER exhibits a net worth in the amount of [***] dollars. GSF will provide the County with sixty (60) days written notice of the occurrence of (ii) above and (ii) shall not be effective until the expiration of such sixty (60) day period.

1.17 REGULATION OF BOWERMAN POWER

BOWERMAN POWER is not a public utility and does not intend to dedicate to public use any of its facilities or the Landfill Gas or Energy recovered or produced from the Landfill. Nothing contained in this Agreement shall be deemed a dedication by BOWERMAN POWER to the public of any of its facilities or the Landfill Gas or Energy. If any regulatory body shall at any time assert jurisdiction over BOWERMAN POWER or any Affiliate thereof as a public utility by reason of this Agreement, BOWERMAN POWER shall have the right at such time, upon thirty (30) days' written notice to COUNTY, to terminate this Agreement.

1.18 SURVIVAL

The provisions of Sections 1.11(b) (i), 1.14 (d), 1.14 (e), 1.15, 2.4, 2.7, 2.8, 2.9, 2.11, 2.13, 2.19, 2.31, 2.33 and 2.34 shall survive the termination, cancellation or expiration of this Agreement and such provisions shall apply to the full extent permitted by law.

1.19 NOTICES

Any notice, claim (other than as required pursuant to California Government Code Section 900 et seq.), request or demand required or permitted hereunder shall be in writing and shall be deemed given on the date received if delivered personally, on the date transmitted if sent by telecopy, or three days after the date mailed if sent by registered or certified mail, postage prepaid to the addresses indicated below:

TO: COUNTY

County of Orange
Director, OC Waste & Recycling
300 North Flower Street,
Suite 400
Santa Ana, CA 92703
Phone: (714) 834-4000
Fax: (714) 834-4183

TO: BOWERMAN POWER

Bowerman Power LFG, LLC
c/o Montauk Energy Holdings, LLC
680 Andersen Drive
Foster Plaza 10, 5th Floor
Pittsburgh, PA 15220
Attn: President
Phone: (412) 747-8700
Fax: (412) 921-2847

Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

2.1 SUBLEASES

BOWERMAN POWER shall not enter into any subleases to this Agreement of any kind without prior written approval of the Director of OC Waste & Recycling which approval shall not be unreasonably conditioned, delayed, withheld or denied. Any sublease entered into without the prior written approval of the Director of OC Waste and Recycling shall be held null and void.

2.2 PROCEDURE FOR PAYMENT OF COMPENSATION TO COUNTY

(a) Timing. Subject to Section 2.14 (Force Majeure), payments provided for in Section 1.4 (Compensation to the COUNTY) shall be payable in arrears by the end of each month following each calendar quarter (April 30, July 31, October 31 and January 31), and payments provided for in Section 1.9(e) (Collection System Improvement Reimbursement) shall be payable in arrears on or before the thirtieth (30^{th}) day following the receipt by BOWERMAN POWER of the statement described in Section 1.9(e).

(b) Location for Payment. Payments due to County under this Agreement shall be mailed to the COUNTY at the following address: County of Orange, Office of the Auditor- Controller, P.O. Box 1955, Santa Ana, California 92702. The designated place of payment and filing may be changed at any time by COUNTY upon thirty (30) days' written notice to BOWERMAN POWER. Payments may be made by check payable to the **County of Orange**. Upon request of the COUNTY Auditor-Controller, BOWERMAN POWER agrees to use wire or other means of electronic funds transfer as the means for payment to the COUNTY. [***] assumes all risk of loss if payments are made by mail.

(c) Payment Terms. All sums due under this Agreement shall be paid in lawful money of the United States of America, without offset or deduction (except as provided in Section 2.40) or prior notice or demand, except as otherwise allowed by law or this Agreement. No payment by BOWERMAN POWER or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY'S right to recover the balance of the amount due or pursue any other remedy in this Agreement.

2.3 CHARGE FOR LATE PAYMENT

BOWERMAN POWER and COUNTY hereby acknowledge that the late payment of any sums due under this Agreement will cause the COUNTY to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc. Accordingly, if any payment of any sum due to the COUNTY under this Agreement is not received by the COUNTY within thirty (30) days after the due date, a late charge of [***] of the payment due and unpaid shall be added to the payment, and the total sum shall become immediately due and payable to the COUNTY. An additional charge of [***] of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid. Any and all payments (including partial payments) made by BOWERMAN POWER to the COUNTY must first be applied to any unpaid late charge(s) before reducing the payment (whether current or delinquent) due. BOWERMAN POWER and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that the COUNTY will incur by reason of a late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by the COUNTY shall in no event constitute a waiver of any default with respect to such overdue amount hereunder. The charges for late payment set forth in this Section 2.3 shall accrue and be due and payable whether or not specifically referenced in any individual section of this Agreement.

2.4 RECORDS AND ACCOUNTS

(a) Records. BOWERMAN POWER shall, at all times during the Term of this Agreement, keep or cause to be kept in accordance with GAAP books, records, and accounts relating to its Landfill operations. Such records may be maintained for the term of this Agreement at BOWERMAN POWER's offices located in Pittsburgh, Pennsylvania subject to the requirements of Section 2.4(d).

(b) Financial Reports. Within ninety (90) days after the end of each calendar year, BOWERMAN POWER shall at its own expense submit to Auditor-Controller a statement signed by the Chief Financial Officer certifying to COUNTY that all payments paid by BOWERMAN POWER to COUNTY pursuant to this Agreement during the prior calendar year were accurately determined in accordance with the provisions of this Agreement.

(c) Government Requests. Upon the request of Auditor-Controller, BOWERMAN POWER shall promptly provide, at BOWERMAN POWER's expense, all available data to enable COUNTY to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Agreement and to BOWERMAN POWER'S use of the Site and Landfill.

(d) Examination and/or Audit. COUNTY shall, through its duly authorized agents or representatives, have the right to examine and audit books of account and records and supporting source documents of BOWERMAN POWER that are not Proprietary Information at any and all reasonable times for the purpose of determining the accuracy thereof, and of the quarterly statements of sales made and monies received. Said right shall not be exercised by Auditor- Controller more than once each accounting year.

The above-referenced books, records, and supporting source documents may be kept at BOWERMAN POWER's offices located in Pittsburgh, Pennsylvania. The County Auditor- Controller, at BOWERMAN POWER's request, and at said Auditor-Controller's sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a different single location outside the limits of Orange County provided BOWERMAN POWER shall at its option, agree to pay all expenses including but not limited to reasonable transportation, food, and lodging necessary for Auditor-Controller to send a representative to audit books and records at such location outside of Orange County or all expenses to deliver the books, records and supporting source documents to COUNTY from a location outside of Orange County. If the books, records, and supporting documents are maintained outside of Orange County, upon notification of intent by COUNTY to audit, BOWERMAN POWER may request to deliver certified copies to a location specified by the COUNTY. Such request shall be subject to COUNTY approval, which shall not be unreasonably denied, delayed, or conditioned. The copies of the books of account and records and supporting documents so provided shall be accompanied by a certification by the Chief Financial Officer of BOWERMAN POWER that such copies are true and correct copies of the original books of account and records and supporting source documents.

The full cost of said audit, as determined by Auditor-Controller, shall be borne by [***] if either or both of the following conditions exist:

1. [***]; and /or

2. [***].

Otherwise, COUNTY shall bear the cost of said audit. Such data related to this Agreement shall include, if required, a detailed breakdown of BOWERMAN POWER'S receipts and expenses which affect such amounts paid to or by the COUNTY under this Agreement.

(e) Failure to Maintain and Keep Records. In addition to any other remedies available to COUNTY at law or in equity or under this Agreement, in the event BOWERMAN POWER fails to maintain and keep books, records, and accounts and/or source documents relating thereto in accordance with GAAP, or to make the same available to COUNTY for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to COUNTY regarding Gross Revenue and Flare Revenue required by this Agreement, COUNTY, at COUNTY'S option, may:

1. Perform such examinations, audits, and/or investigations itself or through agents or employees as COUNTY and/or its auditors may deem appropriate to confirm the amount of compensation to COUNTY payable by BOWERMAN POWER under this Agreement [***].

2. Require that BOWERMAN POWER [***].

The above costs payable by BOWERMAN POWER shall include [***].

2.5 SECURITY DEPOSIT

A security deposit in an aggregate amount that, when combined with any other security deposit held by COUNTY hereunder or under the Original Agreement, equals [***] shall be provided to COUNTY within ten (10) days after the Effective Date. This amount shall be adjusted every [***] on January 1st as per the Cost Index, but in no case shall 1) the amount be less than $[***] or 2) adjust by more than [***] in any three year period. All or any portion of the principal sum shall be available unconditionally to Director of OC WASTE & RECYCLING for [***]. In the event the Director of OC WASTE & RECYCLING withdraws any or all of the security deposit as provided herein, BOWERMAN POWER shall, within thirty (30) days of notification of any withdrawal by Director of OC WASTE & RECYCLING, accompanied with an explanation as to why such withdrawal was warranted under this Agreement, replenish the security deposit to maintain it at the most current calculated amount including any and all Cost Index adjustments. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this Agreement. Such security deposit shall be in the form, at the sole discretion of BOWERMAN POWER, of either cash or an irrevocable letter of credit, which shall be in a form and issued by a financial institution acceptable to COUNTY. COUNTY acceptance of same shall not be unreasonably withheld, conditioned or delayed. The security deposit shall be rebated, reassigned, released, or endorsed by Director of OC WASTE & RECYCLING to BOWERMAN POWER within thirty (30) days of the end of the term of this Agreement, provided BOWERMAN POWER has fully performed each and every material term, covenant, and condition of this Agreement. In the event BOWERMAN POWER terminates this Agreement prior to the completion of the Term of this Agreement BOWERMAN POWER shall [***] ("Early Termination Fee").

2.6 ASSURANCE REGARDING CONSTRUCTION COMPLETION

(a) Prior to commencement of construction of approved facilities within the Site and Landfill by BOWERMAN POWER that relates to either (y) any Conversion System related construction project that exceeds $[***] in cost, or (z) any other construction project that relates to facilities other than a Conversion System and that exceeds $[***] in aggregate cost, BOWERMAN POWER shall furnish to COUNTY evidence that assures COUNTY that sufficient monies will be available to complete the proposed construction. The amount of money available shall be equal to the [***] ("Equipment Bond").

(b) In addition to the Equipment Bond, BOWERMAN POWER shall furnish to COUNTY a labor and material bond ("Labor & Material Bond") in an amount [***]. For the avoidance of doubt, the Labor & Material Bond shall not be duplicative of amounts covered under the Equipment Bond.

(c) Such evidence as required in 2.6(a) and (b), shall be in effect until COUNTY acknowledges, in the case of the Equipment Bond, satisfactory payment in full and delivery of equipment and, in the case of the Labor and Material Bond, satisfactory completion of construction; such acknowledgement not to be unreasonably withheld, conditioned or delayed and may take one of the following forms, at BOWERMAN POWER'S sole discretion:

(i) Completion bond issued to COUNTY as obligee;

(ii) Irrevocable letter of credit issued to COUNTY from a financial institution reasonably acceptable to the COUNTY;

(iii) Cash or other proof that BOWERMAN POWER has debt or equity financing commitments adequate to complete construction; or

(iv) Any combination of the above.

(d) All bonds must be issued and executed by an admitted surety insurer authorized to transact surety insurance in the State of California and issued in a form generally utilized by COUNTY for similar projects. All bonds shall insure faithful and full observance and performance by BOWERMAN POWER of all terms, conditions, covenants, and agreements relating to the construction of improvements within the Site and/or Landfill. If the surety is unacceptable to the Director of OC WASTE & RECYCLING, BOWERMAN POWER shall promptly furnish such additional surety as may be required by the Director of OC WASTE & RECYCLING to protect the interest of the COUNTY. The Director of OC WASTE & RECYCLING shall not unreasonably withhold, condition or delay its approval of the surety. Failure to provide the additional surety as may be reasonably required by the Director of OC WASTE & RECYCLING shall constitute a default under this Agreement.

(e) Notwithstanding any provision of this Agreement to the contrary, COUNTY'S obligation regarding payment for construction of facilities under this Agreement is contingent upon the inclusion of sufficient funding for the services hereunder in the applicable COUNTY budget approved by the Board of Supervisors.

2.7 MECHANIC'S LIENS OR STOP NOTICES

(a) [***].

(b) In the event a lien or stop notice is imposed upon the Site and/or Landfill as a result of such construction, repair, alteration, or installation by or at the direction of BOWERMAN POWER, and it relates to an item for which COUNTY is not obligated to reimburse BOWERMAN POWER pursuant to the terms of this Agreement (or has already so reimbursed BOWERMAN POWER), BOWERMAN POWER shall either:

(i) Record a valid release of lien, or

(ii) Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Site and/or Landfill from the claim of the lien or stop notice and from any action brought to foreclose the lien.

Should BOWERMAN POWER fail to accomplish either of the two optional actions above within ninety (90) days after the filing of such a lien or stop notice, this Agreement shall be in default and shall be subject to termination pursuant to the terms of Section 1.14. COUNTY may post and keep posted on the Site and the Landfill such notices of non-responsibility as COUNTY may desire to protect the Landfill against liens.

2.8 OWNERSHIP OF IMPROVEMENTS

As of the Effective Date, COUNTY shall have title to the Collection System, the Flare Facility, the Collection Instrumentation and Control System and its portion of the Condensate System (as described in Exhibit C-2) including any improvements thereto installed by or for BOWERMAN POWER at BOWERMAN POWER's expense. To the extent BOWERMAN POWER has any ownership interest in the Collection System, Flare Facility, Condensate System and the Collection Instrumentation and Control System, BOWERMAN POWER forever quit claims and assigns, transfers, conveys and delivers to the COUNTY all of BOWERMAN POWER's rights, title and interest to the Collection System, Flare Facility, Condensate System and the Collection Instrumentation and Control System. BOWERMAN POWER will deliver an executed copy of the quitclaim deed as set forth in Exhibit F. BOWERMAN POWER shall have title to the Conversion System, the Utility Interface System, its portion of the Condensate System (as described in Exhibit C-2) and all components of the Landfill Gas handling equipment located within the Site. A map depicting the demarcation point for ownership (location point 1) of assets by the parties is included in Exhibit C-4 hereto.

2.9 UTILITIES

Except as specifically provided for elsewhere in this Agreement, BOWERMAN POWER shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to BOWERMAN POWER'S operations under this Agreement.

2.10 WATER

To the extent that COUNTY has access at the Landfill to water above the needs of COUNTY for use on the Landfill, COUNTY agrees to make available or permit BOWERMAN POWER to arrange for the availability of such excess water for use in connection with the operation of the Conversion System or Systems. All of such water made available to BOWERMAN POWER, whether from a private well or storage tank, a municipal water company, a mutual water company, or any other source, shall be separately metered and shall be provided at the sole expense of BOWERMAN POWER. However, if such water is supplied to BOWERMAN POWER by COUNTY from wells or storage tanks owned or controlled by COUNTY, such water shall be delivered to BOWERMAN POWER at a cost no greater than the cost to COUNTY. The foregoing shall only apply at such times, if any, during the term of this Agreement that COUNTY has access to water available for use at the Landfill and which may not be independently obtainable by a third party on as favorable a price or terms, or both.

2.11 DAMAGE, DESTRUCTION OR CONDEMNATION OF IMPROVEMENTS

In the event of any damage, destruction, condemnation, taking or taking for use with respect to the Landfill, or any part thereof or interest therein or facilities thereon (any such event being referred to as an "Event of Loss"), or should BOWERMAN POWER or COUNTY receive any notice or other information regarding an Event of Loss, the party receiving such notice or other information shall give prompt written notice thereof to the other party. Subject to each party's obligations hereunder, BOWERMAN POWER and COUNTY shall be entitled to all insurance proceeds, compensation, awards or other payments or relief relating to property owned by it that is subject to an Event of Loss, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings relating to that Event of Loss.

2.12 INSURANCE

(a) BOWERMAN POWER's Requirements. BOWERMAN POWER shall maintain insurance reasonably acceptable to Director of OC WASTE & RECYCLING in full force and effect throughout the term of this Agreement, as provided below. In the event some or all of the insurance provided by BOWERMAN POWER pursuant to this section lapses, all activities on COUNTY property shall be immediately suspended until such time as all the insurance required by this section has been reinstated to the satisfaction of the Director of OC Waste & Recycling. Insurance coverage shall include, but not be limited to the Conversion System and any and all associated components, facilities, systems, buildings, or equipment installed or constructed by BOWERMAN POWER at BOWERMAN POWER's expense for which BOWERMAN POWER retains title to. Additionally, BOWERMAN POWER shall cause it agents and or subcontractors, which have facilities, systems, buildings or equipment on COUNTY property to provide evidence of insurance directly to the COUNTY. The policy or policies of insurance maintained by BOWERMAN POWER shall provide the following limits and coverage's:

(i) Liability Insurance

(1) BOWERMAN POWER shall maintain commercial general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an aggregate amount not less than $[***]. This limit can be satisfied with a primary and excess policy. The primary policy must have a minimum limit of $[***] per occurrence and a $[***] aggregate. Subcontractors must comply with the minimum limits of $[***] per occurrence and a $[***] aggregate. Said insurance shall include, but not be limited to, premises and operations liability, independent consultants' liability, products and completed operations liability, contractual liability, and personal injury liability.

(2) BOWERMAN POWER shall also maintain pollution liability insurance covering bodily injury and property damage, in an amount not less than $[***]. Insurance shall provide coverage for, but shall not be limited to, pollution damage to the COUNTY'S premises and all third party claims including remediation, as a result of pollution arising from BOWERMAN POWER'S operation and maintenance of

the current Collection Systems and Landfill Gas pre-treatment facilities and any construction, installation and operation and maintenance of an expansion to the Collection Systems and Landfill Gas pretreatment facilities and the Conversion System. Subcontractors with this exposure shall carry a minimum limit of $[***].

(3) BOWERMAN POWER shall also maintain automobile liability insurance, bodily injury and property damage, in an amount not less than $[***] combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles and the COUNTY shall be added as an additional insured to the policy. All subcontractors must comply with this requirement.

(ii) Commercial Property Coverage. BOWERMAN POWER shall insure all buildings, facilities, and improvements owned by BOWERMAN POWER at the Landfill to at least [***]% of their replacement cost, using an All Risk coverage form.

(iii) Worker's Compensation Insurance. Before commencing performance of this Agreement, BOWERMAN POWER shall furnish COUNTY satisfactory evidence that BOWERMAN POWER has secured worker's compensation insurance and Employers' Liability coverage with a minimum limit of $[***] from a responsible insurance company licensed to do business in the State of California. Such insurance shall be maintained in full force and effect at BOWERMAN POWER'S own expense during the entire term. Notwithstanding the foregoing, BOWERMAN POWER shall have the right to self-insure under this Subsection (iii).

If BOWERMAN POWER does not self-insure, a waiver of subrogation endorsement shall be provided in favor of the COUNTY.

All subcontractors shall provide the same evidence of insurance including the waiver of subrogation in favor of the COUNTY.

(iv) Liability Policy Clauses. Each liability insurance policy required by this Agreement shall contain the following three clauses:

(1) "This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days written notice has been given to the County of Orange, Director, OC WASTE & RECYCLING, 300 N. Flower, Suite 400, Santa Ana, California, 92703."

(2) "County of Orange is added as an additional insured as respect to operations of the named insured at or from the Frank R. Bowerman Landfill."

(3) "It is agreed that any insurance maintained by the County of Orange will apply in excess of, and not contribute with, insurance provided by this policy."

(4) All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment

All subcontractors must also comply with these requirements prior to commencing work on COUNTY property.

(v) Property Policy Clauses. Each property insurance policy required by this Agreement shall contain the clause set forth in subsection (1) above and the following two clauses:

(1) "All rights of subrogation are hereby waived against the County of Orange and the members of the Board of Supervisors and elected or appointed officers or employees, when acting within the scope of their employment or appointment."

(2) "County of Orange is named as loss payee on this property insurance policy."

(vi) General Requirements.

(1) BOWERMAN POWER agrees to deposit with Director of OC WASTE & RECYCLING on or before the Effective Date, certificates of insurance and required endorsements necessary to reasonably satisfy Director of OC WASTE & RECYCLING that the insurance provisions of this Agreement have been complied with, and to keep such insurance in effect and the certificates therefor on deposit with Director of OC WASTE & RECYCLING during the entire term of this Agreement.

(2) Director of OC WASTE & RECYCLING shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the reasonable opinion of Director of OC WASTE & RECYCLING, the insurance provisions in this Agreement do not provide adequate protection for COUNTY and members of the public, Director of OC WASTE & RECYCLING may require BOWERMAN POWER to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Director of OC WASTE & RECYCLING'S requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

(3) Director of OC WASTE & RECYCLING shall notify BOWERMAN POWER in writing of changes in the insurance requirements. If BOWERMAN POWER does not deposit copies of acceptable insurance policies with Director of OC WASTE & RECYCLING incorporating such changes within sixty (60) days of receipt of such notice, this Agreement shall be in default without further notice to BOWERMAN POWER, and COUNTY shall be entitled to all legal remedies.

(4) The procuring of such required policy or policies of insurance shall not be construed to limit BOWERMAN POWER's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor in any way reduce the policy coverage and limits available from the insurer.

(5) Any insurer providing coverage required by this Section shall be licensed to do business in [***].

If the insurance carrier is not an admitted carrier in [***], the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings

(6) All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 (zero) by the appropriate line of coverage. Any liability self-insured retention (SIR) or deductible in an amount in excess of $[***] ($[***] for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

(b) COUNTY Requirements. COUNTY shall at all times during the term of this Agreement maintain such insurance with respect to the Landfill as is customarily maintained by the COUNTY with respect to works and projects of like character. With respect to COUNTY, or any other governmental entity which may be a successor in interest to COUNTY under this Agreement, the parties agree that self-insurance will satisfy the COUNTY'S insurance requirement.

2.13 INDEMNIFICATION

(a) General Indemnity. Each party shall defend, indemnify, protect, and hold the other party, its Affiliates and each of their respective employees, officers, members, directors, managers, officials, agents, representatives, tenants, contractors or servants, harmless from and against any and all claims, penalties, fines, demands, actions, proceedings, liability or losses (including reasonable attorneys' fees and costs) for injury or death to person(s) or for damage or loss to or of third party property to the extent arising out of or caused by the indemnifying party's breach of this Agreement, negligence or willful misconduct. [***]. Apportionment of liability shall be made by a court of competent jurisdiction and neither party shall be entitled to jury apportionment. Section 2.13(a) shall not apply to claims related to an "Environmental Hazard" which are defined in, and addressed exclusively by, Section 2.13(b) as follows:

(b) Environmental Hazards.

(i) It is agreed that claims relating to Environmental Hazards, as that term is defined herein, are intended to be addressed by Section 2.13(b) exclusively. For the purpose of Section 2.13(b), the term "Environmental Hazard' means the presence or existence, in, on, under or about the Landfill, the Site or the adjoining property of COUNTY (including the surface or groundwater on or under any such property) of any Hazardous Material, or any environmental condition which poses a substantial present or potential hazard to human health or the environment, whether such substance or condition exists or is discovered before or after the Effective Date of this Agreement.

(ii) BOWERMAN POWER shall defend, with counsel approved in writing by the COUNTY (which approval shall not be unreasonably withheld), indemnify, protect, and hold harmless COUNTY and any and all legal entities governed by the COUNTY Board of Supervisors and each of their respective officers, directors, employees, agents,

contractors and subcontractors from and against any and all damages, fines, penalties, liability and expenses (including reasonable attorneys' fees, reasonable settlement costs, reasonable costs of investigation and court costs), arising out of claims, suits, causes of action, awards of damages (including natural resource damages), orders (including cease and desist, compliance and clean-up orders, remedial actions or corrective or preventative actions, whether sought or issued by judicial or administrative bodies or through public or private action), either at law or in equity, for personal injury of any type to any person (including any employee or agent of COUNTY or its subcontractors) or damage of any type to any property (including the expense of clean-up or other corrective or preventative action at or remediation of the Landfill, the Site or lands or water adjacent thereto) arising or alleged to have arisen from an Environmental Hazard but only to the extent, (1) such damage, whether personal injury, property, natural resources or other damage, is demonstrated to have been proximately caused by BOWERMAN POWER'S negligence or BOWERMAN POWER's material breach of this Agreement; and (2) such Environmental Hazard does not relate to Condensate that can be classified as a Hazardous Material. Notwithstanding anything to the contrary in Section 2.13(b)(ii), (A) if any legal entities governed by the COUNTY Board of Supervisors otherwise entitled to defense and indemnity asserts a right to independent counsel, COUNTY shall pay any and all costs of such independent counsel; and (B) if BOWERMAN POWER wrongfully refuses COUNTY's tender of defense, and BOWERMAN POWER is ultimately proven to be liable to COUNTY under Section 2.13(b)(ii), BOWERMAN POWER shall be responsible for COUNTY's reasonable defense costs.

(iii) COUNTY shall defend, with counsel approved in writing by BOWERMAN POWER, (which approval shall not be unreasonably withheld) indemnify, protect, and hold harmless BOWERMAN POWER, and its Affiliates, members and each of their respective officers, managers, directors, employees, agents, contractors and subcontractors from and against any and all damages, fines, penalties, liability and expenses (including reasonable attorneys' fees, reasonable settlement costs, reasonable costs of investigation and court costs), arising out of claims, suits, causes of action, awards of damages (including natural resource damages), orders (including cease and desist, compliance and clean-up orders, remedial actions or corrective or preventative actions, whether sought or issued by judicial or administrative bodies or through public or private action), either at law or in equity, for personal injury of any type to any person (including any employee or agent of COUNTY or its subcontractors) or damage of any type to any property (including the expense of clean-up or other corrective or preventative action at or remediation of the Landfill, the Site, or lands or water adjacent thereto) arising or alleged to have arisen from an Environmental Hazard, but only to the extent, (1) such damage, whether personal injury, property, natural resources or other damage, is demonstrated to have been proximately caused by COUNTY's negligence or COUNTY's material breach of this Agreement; and (2) such Environmental Hazard does not relate to Condensate that can be classified as a Hazardous Material. Notwithstanding anything in Section 2.13(b)(iii) to the contrary, (A) if a member of BOWERMAN POWER otherwise entitled to defense and indemnity asserts a right to independent counsel, BOWERMAN POWER shall pay any and all costs of such independent counsel and (B) if COUNTY wrongfully refuses BOWERMAN POWER's tender of defense, and COUNTY is ultimately proven to be liable to BOWERMAN POWER under Section 2.13(b)(iii), COUNTY shall be responsible for BOWERMAN POWER's reasonable defense costs.

(c) Obligations of the Indemnitor and Indemnitee. Any party that proposes to assert the right to be indemnified under this Section 2.13 with respect to any claim, action, suit or proceeding shall, promptly after receipt of notice of any such claim or commencement of any such action, suit or proceeding, notify the indemnitor of the assertion of such claim or commencement of such action, suit or proceeding, enclosing copies of all papers received; provided, however, that the failure to so notify the indemnitor shall not relieve a party from any obligation to indemnify under this Section 2.13 except to the extent the indemnitor is actually materially disadvantaged by such failure to give notice. The indemnitor shall have the right and obligation to assume the defense of any claim, action, suit or proceeding with respect to which indemnification is being sought under this Section 2.13 with counsel reasonably satisfactory to the indemnitee. The indemnitee shall have the right to employ its own counsel, but the fees and expenses of such counsel shall be at the expense of the indemnitee. The indemnitor shall not be liable for any settlement effected without its prior written consent. The indemnitee shall cooperate with the indemnitor in the defense of any such claim, action, suit or proceeding to the extent reasonably requested by the indemnitor, and shall provide all information, evidence, assistance and authority necessary to enable the indemnitor to conduct a proper defense. Both parties agree to make witnesses available and to provide any reasonably requested technical assistance to the other party without requiring a subpoena therefor to pursue or defend any litigation against third parties arising from the matters and things provided for in this Agreement whether or not the party upon which such request is made is a party to such litigation. Notwithstanding anything to the contrary contained in this Agreement, the obligations of COUNTY and BOWERMAN POWER under Section 2.13 shall survive the termination or expiration of this Agreement.

(d) BOWERMAN POWER warrants that any new or existing hardware, software and firmware (information technology) provided under this Agreement shall be able to accurately process date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between leap years and other years for its intended purpose and to the extent required for other systems or information technology that are used in combination with or controlled by such information technology to exchange date/time data with it. The duration of this warranty shall coincide with the term of this Agreement, and BOWERMAN POWER shall indemnify COUNTY against the failure, or the consequences of any failure, of such information technology to meet the requirements of Section 2.13(d) in accordance with the provisions of Section 2.13(a) above.

2.14 FORCE MAJEURE

Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that the obligations and times for performance imposed upon either party may be suspended so long as and to the extent that such party is prevented from or delayed in performing such obligations by events or conditions not within the reasonable control of that party, including without limitation the elements, strikes, Act(s) of God, accidents, casualties, unavailability or delays in delivery of any product, labor, fuel, service or material, work stoppages, insurrection or civil strife, or unavailability of any form of transportation (each a Force Majeure). This Agreement shall remain in full force and effect during any suspension of any obligations under any provisions of this Section 2.14 and for a period of two (2) years thereafter, provided that, after the removal of the cause or causes preventing or hindering the performance of such obligation, the applicable party diligently commences or resumes the performance of such obligation. The end of the Term of this Agreement shall not be extended for reasons of Force Majeure as per the provisions of this Section 2.14.

2.15 RECORDING

COUNTY or BOWERMAN POWER may file for recording with the County Clerk-Recorder of COUNTY a Memorandum of Agreement. The party causing such recording agrees to provide the other party with a certified copy of the recorded Memorandum of Agreement. Upon termination of this Agreement for any reason, BOWERMAN POWER shall execute and notarize a recordable quitclaim deed, with COUNTY as Grantee, covering the property and interests contained in this Agreement, subject to BOWERMAN POWER's right of ownership as provided in this Agreement.

2.16 AUTHORITY

(a) General. COUNTY hereby warrants the title to the Landfill Gas and warrants that it has the full right and authority to grant to BOWERMAN POWER the rights set forth in this Agreement free and clear of any lien, charge or encumbrance, except as to any prior lien or encumbrance that might have arisen pursuant to the Bond Documents. The enforceability of such warranty shall be a condition precedent to all obligations of BOWERMAN POWER hereunder. COUNTY further agrees at BOWERMAN POWER's option to defend, or assist in the defense of, the title to such Landfill Gas and shall indemnify, protect, defend, and hold BOWERMAN POWER harmless from and against any loss, damages or expenses arising from any claims or actions brought by any third party asserting rights in the Landfill Gas.

(b) COUNTY's Interest. It is agreed that if COUNTY owns an interest in the Landfill Gas produced by the Landfill which is less than the entire and undivided ownership, the compensation to COUNTY due hereunder to COUNTY shall be reduced to the proportion thereof which the interest actually owned by COUNTY bears to the whole and undivided ownership or fee therein.

(c) Protection of BOWERMAN POWER's Interests. If and whenever it shall be necessary, in order to protect BOWERMAN POWER's interests hereunder, BOWERMAN POWER may at its option, upon sixty (60) days prior written notice, pay and discharge at any time any mortgage, taxes, or other liens now or hereafter attaching to the Landfill or any part thereof as a result of the default of payment by COUNTY. In such event BOWERMAN POWER shall have the immediate right to recover the full cost of any such mortgages, taxes or liens from COUNTY, together with sums due to BOWERMAN POWER under Section 2.3.

(d) Further Representations and Warranties. Notwithstanding the foregoing, COUNTY hereby represents, warrants and covenants as of the Effective Date that except as (1) disclosed in documents made available to BOWERMAN POWER prior to the Effective Date, (2) to Hazardous Materials in de minimis amounts that are deposited from household use in the ordinary course of Landfill operations, (3) to conditions that should reasonably not have been known to COUNTY after reasonable investigation (limited to OC WASTE & RECYCLING personnel and files on the Effective Date), and (4) to conditions that arise after execution of this Agreement: (i) the Landfill and all activities conducted thereon are in material compliance with all Applicable Law, including without limitation those relating to Hazardous Materials; and (ii) neither the execution of this Agreement nor the consummation by COUNTY of the transaction contemplated hereby will (1) conflict with or result in a material breach of the terms, conditions or provisions of or constitute a material default, or result in a termination of any agreement or instrument to which COUNTY is a party; (2) violate any restriction to which COUNTY is subject; (3) constitute a violation of any Applicable Law, or (4) result in the creation of any lien, charge or encumbrance upon the Landfill or any part thereof.

2.17 LANDFILL CONDITIONS

The parties acknowledge that due to the significant voids which exist in any landfill and in all probability exist in the Landfill, substantial settlement is likely to occur in the Landfill (other than with respect to the Site, on which no settlement is expected) during the term of this Agreement. Under no circumstances shall BOWERMAN POWER have any liability to COUNTY, its employees, agents, contractors, lessees, licensees, or invitees resulting, directly or indirectly, from any change in the surface or subsurface conditions of the Landfill other than the Site resulting from the settlement of the Landfill either during or after the construction and installation of the Collection System and the installation of the Conversion System or Systems and the Utility Interface.

2.18 RESERVATIONS TO COUNTY

Notwithstanding any provision of this Agreement to the contrary, COUNTY's operation and maintenance of the Landfill in compliance with Applicable Law is paramount to any and all rights and licenses granted to BOWERMAN POWER under this Agreement. The Site and/or Landfill is accepted by BOWERMAN POWER subject to any and all existing easements and encumbrances; provided, however, that COUNTY represents and warrants that there are no existing easements and encumbrances that would interfere with BOWERMAN POWER's rights under this Agreement, except as to any prior liens or encumbrances pursuant to the Bond Documents. COUNTY reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers and drainage channels, pipelines, manholes, and connections; water and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and along the Site and/or Landfill or any part thereof for purposes of regular operation of the Landfill, and to enter the Site for any and all such purposes. COUNTY also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Site (with the prior written consent of BOWERMAN POWER, which shall not be unreasonably withheld) and/or Landfill. In addition, the County reserves the right, in its sole and absolute discretion, to investigate, implement and apply conversion technologies, to reduce the amount of solid waste disposed of at the Landfill. For the purposes of this Agreement, "conversion technologies" shall include without limitation, any technology that uses non-combustion thermal, chemical or biological processes to convert solid waste to a clean burning fuel or electricity. Conversion technology processes include, but are not limited to pyrolysis, gasification, acid hydrolysis and anaerobic digestion. Together with diversion of solid waste from landfills as required by applicable law, the implementation by the County of conversion technologies will reduce the amount of solid waste entering the Landfill, thereby affecting the amount of Landfill Gas created at the Landfill in the future. Other than the priority right to maintain the Landfill in compliance with Applicable Law and to implement conversion technologies, no right reserved by COUNTY in Section 2.18 shall be so exercised as to interfere unreasonably with BOWERMAN POWER's operations hereunder or to impair any right granted to BOWERMAN POWER hereunder. COUNTY requires that contracts and agreements granting rights to third parties by reason of Section 2.18 shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. COUNTY agrees to minimize any and all such interference and interruptions, and agrees to reimburse BOWERMAN POWER within thirty (30) days of receipt of an itemized invoice for all reasonable costs and damages incurred as a result of any temporary interference with BOWERMAN POWER's use of any or all of the Site as a result of the exercise of these rights, upon receipt of a request for same with reasonable supporting documentation, together with sums due to BOWERMAN POWER under Section 2.3, but subject to the limits set forth in Section 2.34.

2.19 DISPOSITION OF ABANDONED PERSONAL PROPERTY

Subject to the provisions of Section 1.15, if BOWERMAN POWER abandons or quits the Site or is dispossessed of its rights to utilize the Site by process of law or otherwise, title to any personal property belonging to and left on the Site ninety (90) days after such event shall, at COUNTY's option, be deemed to have been transferred to COUNTY. COUNTY shall have the right to use, remove, and to dispose of such property after such 90-day period without liability therefore to BOWERMAN POWER or to any person claiming under BOWERMAN POWER, and shall have no need to account therefore.

2.20 PUBLIC RECORDS

Any and all written information submitted to and/or obtained by COUNTY from BOWERMAN POWER or any other person or entity having to do with or related to this Agreement and/or the Site, or the Landfill, either pursuant to this Agreement or otherwise, may be a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250, *et seq*.) as now in force or hereafter amended, or any act in substitution thereof, or otherwise made available to the public and BOWERMAN POWER hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through, or under BOWERMAN POWER, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold COUNTY harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by BOWERMAN POWER or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs; provided, however, that should BOWERMAN POWER or any party claiming by, through or under BOWERMAN POWER possess written information that it regards as proprietary and subject to protection under the trade secret laws that COUNTY has requested, BOWERMAN POWER or any party claiming by, through or under BOWERMAN POWER may elect to allow employees or representatives of the COUNTY to inspect any such written information without the right to make copies or have any such writing delivered to the COUNTY. In such event, such written information shall, to the extent permitted by applicable law, remain confidential to BOWERMAN POWER or any party claiming by, through, or under BOWERMAN POWER, and if there are requests under the Public Records Act for information which has been designated as a trade secret/confidential, COUNTY will notify BOWERMAN POWER, who shall then be responsible for obtaining a court order protecting such information from disclosure.

2.21 NONDISCRIMINATION

BOWERMAN POWER agrees not to discriminate against any person or class of persons by reason of sex, race, color, ethnicity, national origin, ancestry, religion, pregnancy, age, sexual orientation, sexual identity, physical or mental disability, medical condition, marital status, veterans status, citizenship, or any other protected group status.

2.22 INSPECTION

COUNTY or its authorized representative shall have the right at reasonable times and upon reasonable notice to BOWERMAN POWER to inspect the Site, Flare Facility and Collection System to determine if the provisions of this Agreement are being complied with.

2.23 TAXES AND ASSESSMENTS

BOWERMAN POWER and its assignees shall pay its taxes levied on the Conversion System, Collection Instrumentation and Control System and the Utility Interface System, as well as any other taxable possessory interest of BOWERMAN POWER created as to the Site and Landfill. BOWERMAN POWER shall not be liable for any taxes levied on COUNTY or any of COUNTY's property.

2.24 SIGNS

Other than signs currently existing at the Site or required by Applicable Law, BOWERMAN POWER agrees not to construct, maintain, or allow any sign upon the Site or the Landfill except as approved by Director of OC WASTE & RECYCLING. Unapproved signs, banners, flags, etc., may be removed by Director of OC WASTE & RECYCLING without prior notice to BOWERMAN POWER.

2.25 PERMITS AND LICENSES

BOWERMAN POWER shall be required to obtain and maintain any and all approvals, permits, and/or licenses which may be required in connection with any construction or the operation of BOWERMAN POWER's interest in the Site, the Collection System, the Flare Facility, the Conversion System and the Utility Interface as set out herein. The parties agree maintaining these permits is a material covenant of this Agreement. In the event of the revocation or expiration of any permit and or license integral to the operation of the Conversion System, BOWERMAN POWER shall restore said permit and or license in accordance with Section 1.14 (a)(ii) of this Agreement. BOWERMAN POWER shall be required to modify the COUNTY's permits including but not limited to the COUNTY's existing Title V permit and SCAQMD permits for the Collection System and the Flare Facility as required to support the Conversion System and/or for any other control device required. In the event the COUNTY has a requirement to make changes concurrent with BOWERMAN POWER's needs, the COUNTY and BOWERMAN POWER will agree to proportionately share the cost of the joint permit modifications. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit BOWERMAN POWER's obligations hereunder, nor shall any approvals or consents given by COUNTY, as a party to this Agreement, be deemed approval as to compliance or conformance with Applicable Law.

2.26 COOPERATING IN OBTAINING AUTHORIZATION

Upon reasonable request by BOWERMAN POWER, COUNTY shall make documents available, attend and otherwise assist BOWERMAN POWER in proceedings, hearings, or other procedures necessitated by any required environmental impact reports, governmental permits, authorizations and similar type requirements, related to the construction and operation of BOWERMAN POWER's Conversion System and any related facilities and equipment. Upon reasonable request of COUNTY, BOWERMAN POWER shall assist COUNTY in briefing the officials of a governmental agency or body, or other interested party, with respect to the status of the Conversion System.

2.27 AGREEMENT ORGANIZATION

The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

2.28 AMENDMENTS AND INTERPRETATION

Any changes to this Agreement shall be in writing and shall be properly executed by both parties.

Both COUNTY and BOWERMAN POWER have participated in the drafting of this Agreement and have been represented in such process by legal counsel. Accordingly, nothing set forth in this Agreement or any of the Exhibits hereto shall be interpreted or construed for or against either COUNTY or BOWERMAN POWER as a consequence of their participation in the drafting of this Agreement. In interpreting any ambiguities in this Agreement, BOWERMAN POWER acknowledges that COUNTY's Landfill operational and environmental obligations take precedence over BOWERMAN POWER's operational needs for its Landfill Gas facilities.

2.29 CONTROLLING LAW

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflicts of law's provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

The parties specifically agree that by entering into and performing under this Agreement, BOWERMAN POWER shall be deemed to be doing business within Orange County within the meaning of Code of Civil Procedure Section 394 from this Agreement's Effective Date through the expiration of any applicable limitations period. Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

2.30 RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of grantor and grantee (or, where appropriate, licensor and licensee), and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of BOWERMAN POWER in the conduct of BOWERMAN POWER's business or otherwise, or a joint venture with BOWERMAN POWER.

2.31 ATTORNEYS' FEES

In the event that either COUNTY or BOWERMAN POWER brings an action to enforce the terms and conditions of this Agreement or to declare its rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees, to be paid by the other party, as fixed by the court.

2.32 COVENANTS AND CONDITIONS

Each provision of this Agreement performable by COUNTY or BOWERMAN POWER, respectively, shall be deemed both a covenant and condition.

2.33 DISPOSAL OF LANDFILL MATTER

BOWERMAN POWER shall, in connection with its recovery of Landfill Gas hereunder, have the right to dispose of any and all matter (whether gaseous, solid or liquid), removed during drilling, excavation and the recovery and processing of Landfill Gas, in any manner that is not prohibited by regulatory or judicial authority including, but not limited to, return of said matter to the Landfill. Any return of said matter to the Landfill must be made under the reasonable direction of Director of OC WASTE & RECYCLING, but the Director of OC WASTE & RECYCLING shall not have the right to refuse such return. COUNTY further reserves the right to direct BOWERMAN POWER to dispose of such matter to a site within the Landfill, from which site COUNTY will be responsible for its further disposal. BOWERMAN POWER may dispose of the above-approved matter at the Landfill at no cost to BOWERMAN POWER until such time the Landfill is closed to the public at which time BOWERMAN POWER shall be responsible for proper disposal of said material at another approved facility at BOWERMAN POWER'S cost. COUNTY and BOWERMAN POWER agree that each party shall be the generator of all waste and debris, including but not limited to hazardous waste, which is removed or otherwise generated as result of its action.

COUNTY and BOWERMAN POWER further acknowledge that no party shall have liability or responsibility for management of waste or debris generated as a result of the other's action. COUNTY shall ensure that waste or debris which COUNTY and its personnel generate in performance of COUNTY's remedial action with respect to the Landfill is properly managed.

2.34 LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement to the contrary, in no event shall either party be liable to the other for loss of anticipated profits or revenues, loss by reason of the shutdown or de-ration of facilities, claims of customers or for incidental or consequential damages of any type. As used in Section 2.34, the term "liable" means liability of any kind whether based in contract (including breach of warranty), tort, strict liability or otherwise.

2.35 DAYS

When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement, except to the extent that performance is required pursuant to regulatory compliance orders or to respond to conditions that adversely impact COUNTY'S ability to comply with Applicable Law.

2.36 AUTHORITY

The parties executing this Agreement represent that they have the power and authority to execute, deliver and perform this Agreement. Each person executing this Agreement on behalf of a party hereto represents and warrants to all of the parties to this Agreement that it has the full power and authority to execute this Agreement on behalf of such party and that the Agreement is binding on said party as a result of such execution.

2.37 SUCCESSORS IN INTEREST

This Agreement shall be binding upon the successors, permitted assigns, licensees, heirs, executors, and administrators of COUNTY and BOWERMAN POWER.

2.38 ENTIRE AGREEMENT; SEVERABILITY

This Agreement, when executed, constitutes the entire agreement by and between BOWERMAN POWER and COUNTY with respect to the subject matter hereof and supersedes any prior understandings, agreements, including without limitation, the Original Agreement or representations by or between the parties, written or oral, to the extent that they have related in any way to the subject matter hereof. If any provision of this Agreement is unenforceable, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

2.39 TIME

Time is of the essence of this Agreement.

2.40 OBLIGATIONS CONTINGENT ON APPROPRIATIONS

All obligations of the COUNTY under this Agreement are contingent on the inclusion by COUNTY of sufficient fiscal appropriations in the relevant year's budget.

2.41 SUSTAINABILITY

OC Waste & Recycling seeks to promote sustainability principles into its business operation by developing reliable and efficient energy solutions and promoting responsible use of materials and equipment. Improving energy efficiency helps control rising energy costs, reduces environmental footprints, and increases the entity's value and competitiveness. OC Waste & Recycling desires to further this commitment to sustainability by encouraging BOWERMAN POWER to adopt a similar business philosophy. Some possible sustainability concepts and practices BOWERMAN POWER may use to promote its sustainability include, but are not limited to, the following:

a) Developing a plan for sustainability.

b) Retrofitting current systems/buildings for increased energy efficiency.

c) Selecting energy efficient products and technologies for buildings.

d) Exploring renewable energy services.

e) Understanding efficient water solutions.

f) Reducing your organization's carbon footprint.

g) Utilizing green suppliers/vendors.

h) Attending energy efficient and sustainability events and associated programs.

i) Recycling and resource recovery.

j) Incorporating diversion and reuse.

The following are examples of some of the many sustainability objectives BOWERMAN POWER may use:

a) Use of recycled products.

b) Reuse on-site materials where available.

c) Utilize green sub-contractors.

d) Identify and utilize energy efficient products.

e) Minimize use of raw materials/products.

f) Establish a life cycle costing methodology for projects.

g) Cost and value appropriately sustainability options.

In support of this, BOWERMAN POWER is requested to submit by the first anniversary of the Effective Date and annually thereafter an updated Sustainability Action Report that demonstrates what measures BOWERMAN POWER is taking to control its impact to the environmental and to contribute to a sustainable work operation. The report will cite target goals, progress made towards accomplishing those goals and recommendations for short-term and long-term actions that will lessen BOWERMAN POWER's impact on the environment. The plan may include regional information and activities, and should include direct statistical information about activities and accomplishments being made on the local level. The reports will be submitted to the Department Contract coordinator and may be included in the Department's annual reports on sustainability.

2.42 DOCUMENT CONTROL / PRESS RELEASES / DATA OWNERSHIP

(a) Regulatory Filings; Ownership of Documents. BOWERMAN POWER shall furnish COUNTY prior to submittal or upon receipt, a copy of all reports, records, notices and statements filed by BOWERMAN POWER or received by BOWERMAN POWER from any federal, state and local governmental agencies pertaining to the Landfill, Flare Facility, Collection System, and Condensate System related to the compliance of BOWERMAN POWER's obligations under this Agreement. COUNTY shall have the right to review drafts of any regulatory compliance filings pertaining to the Landfill, Flare Facility, Collection System, and Condensate System and provide comments in a timely manner for reasonable consideration by BOWERMAN POWER prior to submittal by BOWERMAN POWER to any regulatory agencies

(b) All documents, regulatory filings, reports and derivative materials pertaining to the Landfill, Flare Facility, Collection System, and Condensate System produced or furnished under this Agreement by BOWERMAN POWER shall inure to the benefit of and be considered property of COUNTY and may be used by the COUNTY as it may choose without additional cost to the COUNTY, provided, however, that BOWERMAN POWER shall retain the right to use and reproduce all materials developed, paid for or authored by BOWERMAN POWER

(c) Data. All materials, documents, data or information in raw and or finished form or collected by BOWERMAN POWER and or obtained from COUNTY data files or any COUNTY medium furnished to BOWERMAN POWER in the performance of this Agreement shall at all times remain the property of the COUNTY and, at COUNTY's request, shall be returned to COUNTY at the expiration or termination of this Agreement. Such data or information may not be used or copied for direct or indirect use by BOWERMAN POWER after completion or termination of this Agreement without the express written consent of the COUNTY

2.43 ATTACHMENTS TO AGREEMENT

This Agreement includes the following, which are attached hereto and made a part hereof:

EXHIBIT A:	Description of Landfill
EXHIBIT B:	Description of Site or Plat Map
EXHIBIT C-l:	Flare Facility Description and Routine Operation, Repair and Maintenance and Major Maintenance
EXHIBIT C-2:	Condensate System Description and Routine Operation, Repair and Maintenance and Major Maintenance
EXHIBIT C-3:	Landfill Gas Collection System Description and Routine Operation, Repair and Maintenance and Major Maintenance
EXHIBIT C-4:	Ownership Demarcation Point and Map
EXHIBIT C-5:	Map of Existing Collection System
EXHIBIT D:	Description of the Conversion System
EXHIBIT E:	Health and Safety Laws and Regulations
EXHIBIT F	Quitclaim Bill of Sale
EXHIBIT G	Landfill Gas Generation Rate Table. Revision 05-22-09

IN WITNESS WHEREOF, COUNTY and BOWERMAN POWER hereto have executed this Agreement on the dates opposite their respective signatures.

COUNTY OF ORANGE

Date: 11/17/11

By: /s/ Dylan Wright
Director, OC WASTE & RECYCLING

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Date: 10/13/2011

By: /s/ [illegible]
Deputy

Bowerman Power LFG, LLC*

Date: 10/10/2011

By: /s/ David R. Herrman
Print Name: David R. Herrman
Title: President

GSF Energy, LLC

Date: 10/10/2011

By: /s/ David R. Herrman
Print Name: David R. Herrman
Title: President

With this signature, GSF Energy LLC hereby consents to the requirements of Section 1.16(c) Guaranty.

* If a corporation, the document must be signed by the corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurer.

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [***].

FIRST AMENDMENT & WAIVER TO THE SECOND AMENDED & RESTATED LANDFILL GAS RIGHTS & PRODUCTION FACILITIES AGREEMENT

THIS FIRST AMENDMENT & WAIVER **("First Amendment")** is made as of October 21, 2014 **("Effective Date")** by and between the COUNTY OF ORANGE, a political subdivision of the State of California **("County"),** and BOWERMAN POWER LFG, LLC, a Delaware limited liability company **("Bowerman Power"),** which are sometimes individually referred to as **"Party"** or collectively referred to as **"Parties".**

RECITALS

I. County and Bowerman Power are parties to that certain agreement entitled *Second Amended & Restated Landfill Gas Rights and Production Facilities Agreement* entered into on November 17, 2011 **("Agreement").**

II. Section 1.3(b) of the Agreement provides County with the right, at the option of the Director of OC Waste & Recycling, to terminate the Agreement if there is no Commercial Operation Date by [***] **("Discretionary Termination Right")**. The Agreement would terminate automatically if there is no Commercial Operation Date by [***].

III. On April 22, 2014, Bowerman Power indicated to the County in written correspondence, and in prior project schedules, that it does not expect to meet the Commercial Operation Date by [***], but is expected to meet the Commercial Operation Date by [***]. As a result, Bowerman Power's third party construction financing lender **("Lender")** has required, as a condition to close, that the County irrevocably waive its Discretionary Termination Right.

IV. Section 1.4(v) of the Agreement provides that beginning on the Commercial Operation Date, but not later than January 1, 2014, the annual royalty payable to County for each calendar year will not be less than the amounts indicated on the table provided as long as the annual average Landfill Gas available to the Conversion System and the Flare Facility during any such calendar year is not less than [***] MMBTU/hr. (Lower Heating Value).

V. As a result of an analysis presented to the County on May 1, 2014, the County acknowledges that it does not expect to meet the minimum average annual Landfill Gas requirement of [***] MMBTU/hr. (Lower Heating Value) threshold for calendar year 2014 but is expected to meet the minimum threshold in subsequent years based on projected Landfill Gas generation and anticipated capital expansions to the Collection System.

IV. As a result of the advanced development stage of the Conversion System, primarily as a result of Bowerman Power entering into a *Renewable Power Purchase and Sale Agreement* with the City of Anaheim dated March 14, 2014, which, among other things, agrees to provide electricity to the City of Anaheim from the Conversion System and the desire to ensure the County receives its anticipated royalties from the Agreement, both Parties believe it is in their best interests to proceed with the construction of the Conversion System as contemplated in the Agreement and to amend the Agreement as set forth herein. The parties also desire to restate Exhibit D to properly reflect the current description of the Conversion System for clarification purposes.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Amendments and Waivers to the Agreement

1.1 Waiver of Discretionary Termination Right. County irrevocably waives its Discretionary Termination Right contingent on 1) Bowerman Power providing written assurance to the County in the form of, in Bowerman Power's discretion, either (a) a joint letter from Lender and Bowerman Power **("Assurance Letter")** acknowledging that Bowerman Power has executed a binding financing agreement with Lender effective no later than [***] for the construction of the Conversion System **("Construction Financing Agreement")** or (b) a copy of the Construction Financing Agreement executed by Bowerman Power and Lender, and 2) the payment by Bowerman Power of the amount set forth in Section 1.3. The Assurance Letter or copy of the Construction Financing Agreement, as the case may be, shall be provided to the Director of OC Waste & Recycling within fifteen (15) days after the execution of the Financing Agreement.

In the event the Construction Financing Agreement (a) is not effective by [***] or (b) is effective by [***] but subsequently terminates and as a result will preclude Bowerman Power from meeting the [***] Commercial Operation Date, the Agreement shall terminate. Bowerman Power shall provide immediate written notice to County should either of these events occur.

1.2 No Waiver of [***] Commercial Operation Date. The [***] Commercial Operation Date set forth at Section 1.3(b) remains unmodified by this First Amendment and is in full force and effect.

1.3 Compensation to County. [***].

1.4 Extension of Term. The second sentence of Section 1.3(a) is hereby amended and restated in its entirety as follows:

> "The Term of the Agreement may be extended [***] provided Bowerman Power (1) submits written notice to County of its desire for an extension not less than one (1) year in advance of the scheduled expiration date; (2) is continuing to productively use the Landfill Gas to produce Covered Products for sale; and (3) agrees to relocate the Site at the sole expense of Bowerman Power to an alternate location which location is agreed to by each Party at such point in time that the current Site is needed by the County for landfill operations during the requested extension period(s). Extension of the Agreement is subject to approval by the Orange County Board of Supervisors. Provided, Bowerman Power satisfies items (1), (2) and (3) above, the Director of OC Waste & Recycling shall present [***] extensions for consideration by the Orange County Board of Supervisors.

1.5 Description of Conversion System. Exhibit D is hereby amended and restated in its entirety as set forth on new Exhibit D attached hereto.

1.6 Development of Compliance Plan. Prior to Commercial Operation, the Parties will collaborate to develop procedures to ensure compliance for flare operations, data collection, instrument installation, maintenance, emissions reporting requirements and other areas as required by local, State and federal laws and regulations.

Section 2. Miscellaneous

2.1 Capitalized Terms. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2.2 Notices. All notices, communications, agreements, certificates, documents or other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the Agreement without making specific reference to this First Amendment, but nevertheless all such references shall include this First Amendment unless the context requires otherwise.

2.3 Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

2.4 Integration. The parties hereby ratify, confirm and reaffirm, without condition, all the terms and conditions of the Agreement and agree that they shall continue to be bound by the terms and conditions thereof as amended by this First Amendment. The Agreement and this First Amendment shall be construed as complementing each other and as augmenting and not restricting the parties' rights, and, except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

2.5 Representation. Each of the Parties represent and warrant that this First Amendment has been duly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this First Amendment as of the day and year first above written.

THE COUNTY OF ORANGE,
a political subdivision of the State of California

By: /s/ Dylan Wright
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL

By: /s/ Ryan Baron

BOWERMAN POWER LFG, LLC

By: /s/ David R. Herrman
Name: David R. Herrman
Title: President

GSF ENERGY, LLC

By: /s/ Martin L. Ryan
Name: Martin L. Ryan
Title: Vice President

Exhibit 10.19

RENEWABLE POWER PURCHASE AND SALE AGREEMENT

between

CITY OF ANAHEIM

and

BOWERMAN POWER LFG, LLC

City of Anaheim

Bowerman Power LFG, LLC

TABLE OF CONTENTS

LIST OF EXHIBITS

RENEWABLE POWER PURCHASE AND SALE AGREEMENT

between

CITY OF ANAHEIM

and

BOWERMAN POWER LFG, LLC

PREAMBLE

This Renewable Power Purchase and Sale Agreement, together with the Exhibits and attachments (collectively, the "Agreement") is dated for the purposes of convenience as March 11, 2014. The Effective Date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto. In the event Seller fails to set forth a date of execution opposite the name of Seller's signator, Seller hereby authorizes Anaheim, by and through its representative, to insert the date of execution by Seller's signator(s) as the date said Agreement, as executed by Seller, is received by Anaheim.

This Agreement is entered into between:

(i) **City of Anaheim,** a municipal corporation organized and existing under the laws of the State of California (referred to interchangeably as "Buyer" or "Anaheim"), whose principal place of business is located at City Hall, 200 South Anaheim Blvd., Anaheim, CA 92805, and

(ii) ***Bowerman Power LFG, LLC*** ("Seller"), a Delaware limited liability company, whose principal place of business is located at 680 Andersen Drive, 5th Floor, Pittsburgh, PA 15220.

Anaheim and Seller are sometimes referred to herein individually as a "Party" and jointly as the "Parties". Unless the context otherwise specifies or requires, capitalized terms in this Agreement have the meanings set forth in EXHIBIT A.

RECITALS

Seller is willing to construct, own, and Operate the Generating Facility which qualifies as an ERR, and to sell the Product to Anaheim pursuant to the terms and conditions set forth in this Agreement; and

Anaheim is willing to purchase the Product from Seller pursuant to the terms and conditions set forth in this Agreement.

ARTICLE ONE. SPECIAL CONDITIONS

1.01 Generating Facility.

(a) Name: Bowerman Power Project.

(b) Location of Site: Frank R. Bowerman Landfill, 11002 Bee Canyon Access Road, Irvine, CA 92602, as further described in EXHIBIT B.

(c) Description: As set forth in EXHIBIT B.

(d) Product: Is all electric energy produced by the Generating Facility throughout the Delivery Term, net of Station Use; all Green Attributes; all Capacity Attributes, if applicable; and all Resource Adequacy Benefits, if applicable; generated by, associated with or attributable to the Generating Facility throughout the Delivery Term.

(e) Interconnection Point: Distribution service pursuant to the WDAT will be from the Bowerman Power Project to the CAISO Controlled Grid at Southern California Edison's (SCE) 220kV Santiago Substation.

(f) Interconnection Point: SCE's 66kv/220kV Santiago Substation located in Irvine, California.

(g) Delivery Point: SCE's 220kV Santiago Substation.

(h) ERR Type: Biomethane.

(i) Contract Capacity: 19.6 MW

The Contract Capacity may be reduced as set forth in Section 3.06(g).

(j) Expected Annual Net Energy Production: 154,526 MWh

The Expected Annual Net Energy Production for each Term Year will be the value calculated in accordance with the following formula:

EXPECTED ANNUAL NET ENERGY PRODUCTION, in MWh

= A x B x C

Where:

A = Contract Capacity 19.6 MW.

B = Capacity Factor 0.90

C = 8760

1.02 Forecasted Initial Synchronization Date.

The Forecasted Initial Synchronization Date is May 15, 2015.

1.03 Forecasted Commercial Operation Date.

The Forecasted Commercial Operation Date is August 15, 2015.

1.04 Commercial Operation Deadline.

Subject to extensions made pursuant to Sections 1.04(a), 3.06(c) or 5.03, the Commercial Operation Date must be no later than one hundred twenty (120) days from the Initial Synchronization Date ("Commercial Operation Deadline").

(a) If all of the interconnection facilities, transmission upgrades and new transmission facilities, if any, described in Seller's interconnection agreement and required to interconnect the Generating Facility to the CAISO Controlled Grid have not been completed and placed into operation by the CAISO or the Transmission Provider on or before the estimated completion date set forth in Seller's interconnection agreement, then the Commercial Operation Deadline shall be extended on a day-for-day basis until such completion and placement into operation, except to the extent any such delay results from Seller failing to complete its obligations, take all actions and meet all of its deadlines under Seller's interconnection agreement needed to ensure timely completion and operation of such interconnection facilities, transmission upgrades and new transmission facilities.

(b) Notwithstanding anything in this Agreement to the contrary, the Commercial Operation Deadline may not be later than June 30, 2016.

1.05 Firm Operation Date.

The Firm Operation Date is the date that is thirty (30) days after Commercial Operation as set forth in Section 2.03(b), plus any additional days for Force Majeure as provided in Section 5.04.

1.06 Term.

The Term commences on the Commercial Operation Date determined in accordance with Section 2.03 and ends on the last day of the calendar month 240 months (20 years) from the Commercial Operations Date (the "Original Term").

1.07 Product Price.

(a) During the first Term Year, the Product Price shall be equal to the total price of $87.40 per MWh (net of any CAISO Charges and any subsequent CAISO True-Ups) received from the Project at the Delivery Point; provided, the Buyer receives all of the following from the Product: the Green Attributes described below and the remaining elements of the Product. For the avoidance of doubt, the remaining

elements of the Product include but are not limited to all electric energy produced by the Generating Facility throughout the Delivery Term, net of Station Use; all Capacity Attributes, if applicable; and all Resource Adequacy Benefits, if applicable; generated by, associated with or attributable to the Generating Facility throughout the Delivery Term.

(b) The Product Price (described above) during the first Term Year is equal to the sum of the price for Green Attributes and remaining elements of the Product (net of any CAISO Charges and any subsequent CAISO True-Ups). For the Green Attributes portion of the Product Price, the price for Green Attributes is $40 for each MWh of CEC RPS Eligible Bucket One (1) energy (as defined by Section 399.16(b)(1) of the California Public Utilities Code, and as evidenced by the transfer of WREGIS Certificates to Buyer). For the remaining elements of the Product, the price is $47.40 per MWh, or $87.40 per MWh minus $40.00 per MWh, up to a maximum of 20 MWh in any hour. The prices for Green Attributes and remaining elements of the Product will increase annually by two and one-half percent (2.5%) effective on each anniversary of the Term from the commencement of the second Term Year through the commencement of the tenth Term Year. Thereafter, the prices for Green Attributes and remaining elements of the Product will increase annually by one and one-half percent (1.5%) effective on each anniversary of the Term from the commencement of eleventh Term Year through the commencement of the fifteenth Term Year. The prices for Green Attributes and remaining elements of the Product shall not increase for any Term Year commencing from the sixteenth Term Year.

(c) To prevent and or minimize unscheduled Product being injected into the CAISO grid, Buyer shall purchase Test Energy (net of any CAISO Charges and any subsequent CAISO True-Ups) for prior period(s) from the Generation Facility at a price equal to 80% of Day Ahead Price (as published by the CAISO) at the Generator PNode (as assigned by the CAISO) plus $40 for each MWh of CEC RPS Eligible Bucket One (1) energy (as defined by Section 399.16(b)(1) of the California Public Utilities Code, and as evidenced by the transfer of WREGIS Certificates to Buyer). For the remaining elements of the Product in Test Energy, the price is the difference of the total price as calculated in this Section 1.07(c) minus $40.00 per MWh, up to a maximum of 20 MWh in any hour. All Test Energy shall be scheduled in accordance with the CAISO Tariff.

1.08 Performance Assurance Amount.

(a) Seller shall provide to, and maintain with, Buyer, collateral, in the form of a Letter of Credit. The collateral amount shall be equal to One Hundred Thousand Dollars and Zero Cents for each megawatt of Contract Capacity, or One Million Nine Hundred Sixty Thousand Dollars ($1,960,000). The collateral shall be posted with Anaheim on or before, but in no event later than the commencement of the Commercial Operation Date.

1.09 [Intentionally Omitted.]

1.10 WDAT Position.

Seller's WDAT small generator interconnection request, studies, and Small Generator Interconnection Agreement is designated as Project number WDT292.

1.11 Federal Tax Credit.

Seller (check one box only):

(a) ☐ Qualifies for and will take the Federal Investment Tax Credit.

(b) ☐ Qualifies for and will take the Federal Production Tax Credit.

(c) ☐ Qualifies for and will take the New Markets Tax Credit.

(d) X W*ill not ta*ke any of the above tax credits.

1.12 Compliance Expenditure Cap.

(a) Costs applicable to the Compliance Cost Cap are only those costs under the definition of "Compliance Costs" and are new costs associated with a change in Applicable Law after the Effective Date which Seller establishes to Anaheim's reasonable satisfaction affect Seller's obligations under the Agreement to (i) obtain and maintain CEC Pre-Certification or CEC Certification and CEC Verification; and/or (ii) obtain, convey, or effectuate Anaheim's use of (a) Green Attributes, (b) Capacity Attributes, and/or (c) Resource Adequacy Benefits. The Parties agree that the Compliance Costs that Seller shall be required to incur shall not exceed 1% of the Expected Annual Net Energy Production multiplied by the Product Price in the aggregate each Term Year ("Compliance Expenditure Cap") between the Effective Date and the last day of the Term.

(b) Any actions required for Seller to comply with its obligations set forth in the first paragraph above, shall be referred to individually as a "Compliance Action" and collectively as the "Compliance Actions."

(c) If Seller reasonably anticipates the need to incur Compliance Costs in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Seller shall provide Notice ("Initial Compliance Costs Notice") to Anaheim of such anticipated Compliance Costs.

Anaheim will have sixty (60) days to evaluate such Initial Compliance Costs Notice and if Seller's representation in the Initial Compliance Costs Notice are reasonably acceptable to Anaheim then (i) Anaheim shall reimburse Seller for all Compliance Costs associated with one or more Compliance Actions, that exceed the Compliance Expenditure Cap, but the Compliance Costs of those Compliance Actions are below or equal to 2% of the Expected Annual Net Energy Production multiplied by the Product Price in the aggregate per Term Year ("Anaheim Compliance Expenditure Cap"); and/or (ii) Each Party shall pay half of all

Compliance Costs associated with one or more Compliance Actions, that exceed the Anaheim Compliance Expenditure Cap, but the Compliance Costs of those Compliance Actions are below or equal to 4% of the Expected Annual Net Energy Production multiplied by the Product Price in the aggregate per Term Year ("Shared Compliance Expenditure Cap").

(d) If Seller reasonably anticipates Compliance Costs to exceed the amounts set forth in the Initial Compliance Costs Notice or any Subsequent Compliance Costs Notice, Seller shall provide a subsequent Notice ("Subsequent Compliance Costs Notice") to Anaheim of such anticipated increase in Compliance Costs. The Initial Compliance Costs Notice and the Subsequent Compliance Costs Notice shall be referred collectively herein as "Compliance Costs Notice". Anaheim will have sixty (60) days to evaluate such Subsequent Compliance Costs Notice and if Seller's representation in the Subsequent Compliance Costs Notice are reasonably acceptable to Anaheim then (i) if applicable, Anaheim shall reimburse Seller for all Compliance Costs associated with one or more Compliance Actions, that exceed the last Compliance Costs Notice, but are below or equal the Anaheim Compliance Expenditure Cap; and/or (ii) if applicable, each Party shall pay half of all Compliance Costs associated with one or more Compliance Actions, that exceed the last Compliance Costs Notice above the Anaheim Compliance Expenditure Cap, but the Compliance Costs of those Compliance Actions are below or equal to Shared Compliance Expenditure Cap.

(e) If Seller reasonably anticipates that Compliance Costs will exceed the Shared Compliance Expenditure Cap, in order to take any Compliance Action, Seller shall provide Notice to Anaheim of such anticipated Compliance Costs. Thereafter, the Parties shall meet in good faith to negotiate an allocation of Compliance Costs above the Shared Compliance Expenditure Cap. If the Parties cannot agree to the an allocation of these Compliance Costs within one hundred and eighty (180) days of the Notice, either Party may terminate this Agreement in writing immediately after the expiration of this one hundred and eighty (180) day period. Such a termination shall not constitute an Event of Default and therefore not result in the payment of a Termination Payment.

(f) Any costs in excess of the Compliance Expenditure Cap as to which Anaheim agrees to reimburse Seller shall be also referred to herein as "Accepted Compliance Costs". If Anaheim agrees to reimburse Seller for the Accepted Compliance Costs in excess of the Compliance Expenditure Cap, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Anaheim shall reimburse Seller for Seller's actual Compliance Costs above the Compliance Expenditure Cap to effect the Compliance Actions, not to exceed the Accepted Compliance Costs within forty-five (45) days of submittal of a written invoice and supporting written documentation from Seller.

(g) During any period requiring Compliance Actions, Anaheim shall not be obligated to pay the Green Attribute component of the Product Price unless the Product meets the requirements of Section 1.07.

(h) The Public Utilities General Manager, or designee, is authorized to approve Accepted Compliance Costs, except that in the case of Section 1.12(e), the authority of the Public Utilities General Manager shall not exceed the Shared Compliance Expenditure Cap by 6% of the Expected Annual Net Energy Production multiplied by the Product Price in the aggregate per Term Year.

*** *End of ARTICLE ONE* ***

ARTICLE TWO. TERM AND CONDITIONS PRECEDENT; TERMINATION

2.01 Effective Date and Obligations prior to Effective Date.

(a) This Agreement becomes effective on the Effective Date.

(b) Upon the execution and delivery of this Agreement, each Party acknowledges receipt of the following items:

(i) Signing authority consisting of evidence of authority, incumbency and specimen signature of each person executing the Agreement or any other document on its behalf in connection with the Agreement; and

(ii) Certified copies of resolutions of the Board of Directors, relevant committees, and, in the case of Anaheim, certified copies of the City Council Agenda Minutes, showing that the Party is authorized to execute and deliver this Agreement and to perform its obligations under the Agreement.

2.02 Obligations Prior to Commencement of the Term.

(a) Seller's Applications for Interconnection and Transmission Service Agreements.

Seller shall apply for and expeditiously seek a FERC-approved interconnection agreement to interconnect the Generating Facility to the Transmission Provider's electric system and any service agreement required to transmit electric energy to the Delivery Point.

Seller must not withdraw its WDAT Queue Position or assign or transfer that WDAT Queue Position to any entity or for the benefit of any power purchase and sale agreement other than this Agreement without Anaheim's prior written consent.

(b) Seller's Regulatory and Governmental Filings.

(i) Within one hundred eighty (180) days after the Effective Date, Seller shall file an application or other appropriate request for CEC Pre-Certification for the Generating Facility.

(ii) Within one hundred eighty (180) days after the Effective Date, Seller shall file all applications or other appropriate requests with the proper authorities for Construction Permits.

(iii) Seller shall expeditiously seek CEC Pre-Certification and all Material Permits, including promptly responding to any requests for information from the requesting authority.

(iv) Within thirty (30) days after the Commercial Operation Date, Seller shall file an application or other appropriate request with the CEC for CEC Certification for the Generating Facility.

(v) Seller shall expeditiously seek CEC Certification and maintain CEC Verification, including promptly responding to any requests for information from the requesting authority.

(c) Seller shall have FERC approved Market Base Rate Authority, if applicable, upon Commercial Operation Date.

(d) CEQA Determinations.

(i) Seller shall comply with this section prior to the commencement of the Term. Any CEQA requirements shall be the responsibility of Seller. Seller shall have received a CEQA negative declaration related to the Project issued by Orange County within 180 days of the Effective Date. The Parties acknowledge and agree that Buyer reserves all of its rights and powers under CEQA prior to the issuance of the negative declaration including the right to submit comments during the public comment period set forth in the CEQA process. The Parties therefore acknowledge and agree that Buyer has no obligation to purchase the Product under this Agreement until all of the following have occurred: (a) any applicable CEQA review has been completed; (b) Buyer has decided, based on that review, to approve the purchase of Product from the Facility; and (c) the applicable period for any legal challenges under CEQA relating to the Generating Facility has expired without any such challenge having been filed or, in the event of any such challenge, the challenge has been determined adversely to the challenger by final judgment or settlement. Buyer may terminate this Agreement if Buyer determines, based on the CEQA review for the Generating Facility conducted by the applicable Government Authority or by Buyer, that the Generating Facility causes significant adverse environmental effects that are not adequately mitigated or for which there are no overriding considerations favoring approval of the Generating Facility. If the CEQA process for the Generating Facility has not occurred by the Commercial Operation Deadline, then this Agreement may be terminated by either Party by delivery of Notice to the other Party stating that this Agreement is terminated for failure to satisfy the condition set forth in this Section. The termination rights of this Section 2.02(d) are separate and additional to those set forth in ARTICLE Six. Notwithstanding anything to the contrary in this Section 2.02(d), this deadline set forth above shall not be extended past the date set forth in Section 1.04(b).

(ii) Seller shall be responsible for updating any CEQA documentation, when required, in accordance with Applicable Laws.

2.03 Conditions Precedent to Commencement of Term.

(a) Commencement of Term.

The Term commences upon the Commercial Operation Date.

(b) Commercial Operation.

(i) Subject to the remainder of this subsection (b), the Commercial Operation Date shall be a date selected by Seller upon at least three (3) Business Days' Notice to Anaheim.

(ii) The Commercial Operation Date may not occur until each of the following has been satisfied:

(1) Seller has completed the installation and testing of the Generating Facility for purposes of financing, Permits, the interconnection agreement, operating agreements, the EPC agreement, and manufacturer's warranties;

(2) Seller is prepared to perform (and to continue to perform) its Product delivery and related obligations in accordance with the requirements hereof; and

(3) Seller has met all conditions set forth in Section 3.12(c).

(iii) In addition, on or before the Commercial Operation Date:

(1) Seller shall have obtained Material Permits as set forth in Section 2.02(b)(iii);

(2) Seller shall have posted with Anaheim the Performance Assurance required under Section 8.02 in the amount set forth in Section 1.08;

(3) The Generating Facility must be Operating in parallel with the applicable Transmission Provider's electric system;

(4) Seller shall be Forecasting in accordance with EXHIBIT D; and

(5) Seller shall be delivering Product to Anaheim at the Delivery Point.

(6) Seller shall have received Full Capacity Deliverability Status pursuant to SCE's allocation of deliverable capacity at the Santiago substation.

2.04 Termination Rights.

(a) Termination Rights of the Parties.

The termination rights of this Section 2.04(a) are separate and additional to those set forth in ARTICLE Six.

If either Party exercises a termination right, as set forth in Sections 2.04(a)(i), 2.04(a)(ii), or 5.05, a Termination Payment will be calculated in accordance with Section 6.03, the Forward Settlement Amount will be Zero Dollars ($0), the terminating Party will be considered the Non-Defaulting Party and, if the termination occurs before the commencement of the Term, Seller will be entitled to a return of any Development Security provided to Anaheim.

(i) Termination Rights of Both Parties.

(1) Either Party has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, if CEC Pre-Certification has not been obtained by Seller within twelve (12) months after the Effective Date.

(2) Either Party has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, if Seller has not obtained Permit Approval of the Construction Permits within eighteen (18) months after the Effective Date and a Notice of termination is given on or before the end of the nineteenth (19th) month after the Effective Date.

(3) Either Party shall have the right to terminate this Agreement in accordance with Section 5.05 (Force Majeure).

(ii) Termination Rights of Seller. Prior to Commercial Operation Date, Seller shall have the right to terminate this Agreement on Notice which will be effective five (5) Business Days after such Notice is given to Buyer, if Seller's final projected costs of the interconnection facilities and distribution upgrade for the Project has increased by 20% from the total estimated costs of the interconnection facilities and distribution upgrade for the Project as reflected in Attachment 2, section 15 (a) of the SGIA. Final projected costs and estimated costs shall not include any Income Tax Component of Contribution.

(b) Uncured Defaults.

Upon the occurrence of an Event of Default, the Non-Defaulting Party may terminate this Agreement as set forth in Section 6.02.

(c) End of Term.

This Agreement automatically terminates at the end of the Term as set forth in Section 1.06 unless earlier terminated as provided in this Agreement.

2.05 [Intentionally Omitted.]

2.06 Rights and Obligations Surviving Termination.

(a) Survival of Rights and Obligations Generally.

The rights and obligations that are intended to survive a termination of this Agreement are all of those rights and obligations that this Agreement expressly provides survive any such termination and those that arise from Seller's or Anaheim's covenants, agreements, representations, and warranties applicable to, or to be performed, at or during any time before or as a result of the termination of this Agreement, including:

(i) The obligation of Seller to pay the Product Replacement Damage Amount as set forth in Section 3.07(b);

(ii) The obligation to make, or the right to receive, a Termination Payment as set forth in Section 6.03;

(iii) The indemnity obligations as set forth in Section 10.03;

(iv) The obligation of confidentiality as set forth in Section 10.10;

(v) The right to pursue remedies as set forth in Sections 6.02 and 12.03;

(vi) The limitation of liabilities as set forth in ARTICLE Seven;

(vii) A Party's obligation:

(1) To make or receive payment, as applicable, for CAISO Revenues and make payment for CAISO Charges, and Anaheim Penalties, as applicable, during the Startup Period and the Term as set forth in ARTICLE Four and EXHIBIT E; and

(2) To make or receive a Monthly Cash Settlement Amount as set forth in EXHIBIT E;

(viii) The covenants and indemnifications regarding the limitations on Seller's and Seller's Affiliates' ability to offer, make or agree to third party sales as set forth in Sections 2.06(b) and 3.06(h), if applicable;

(ix) The obligation of Seller to pay to Anaheim the Development Security if Anaheim terminates this Agreement in accordance with Section 6.02 prior to Commercial Operation Date;

(x) The obligation of Seller to post Performance Assurance as set forth in Section 8.02;

(xi) The dispute resolution provisions of ARTICLE Twelve;

(xii) The obligation of Buyer to return any Development Security under Section 3.06 and Performance Assurance under Section 8.02, as applicable.

(b) Limitations on Seller's and Seller's Affiliates' Ability to Make or Agree to Third Party Sales from the Generating Facility after Certain Terminations of this Agreement.

If Seller terminates this Agreement, as provided in Sections 2.04(a)(i)(2) or 5.05 (based on a Force Majeure as to which Seller is the Claiming Party), or if Anaheim terminates this Agreement as provided in Section 3.06(d), neither Seller nor Seller's Affiliates may sell, or enter into a contract to sell, electric energy, Green Attributes, Capacity Attributes, or Resource Adequacy Benefits, generated by, associated with or attributable to a generating facility installed at the Site to a party other than Anaheim for a period of two (2) years following the effective date of such termination (the "Restricted Period").

This prohibition on contracting and sale will not apply if, before entering into such contract or making a sale to a party other than Anaheim, Seller or Seller's Affiliate provides Anaheim with a written offer to sell the electric energy, Green Attributes and, if applicable, Capacity Attributes and Resource Adequacy Benefits to Anaheim at the Product Price and on other terms and conditions materially similar to the terms and conditions contained in this Agreement and Anaheim fails to accept such offer within forty-five (45) days after Anaheim's receipt thereof.

Neither Seller nor Seller's Affiliates may sell or transfer the Generating Facility, or any part thereof, or land rights or interests in the Site (including the WDAT Queue Position) during the Restricted Period so long as the limitations contained in this Section 2.06(b) apply, unless the transferee agrees to be bound by the terms set forth in this Section 2.06(b) pursuant to a written agreement approved by Anaheim. Upon termination of this Agreement pursuant to the Sections referenced in the first paragraph of this Section 2.06(b), Seller shall deliver a Notice of Anaheim's Rights in respect of the Site, in the form attached hereto as EXHIBIT S, that Anaheim may record giving Notice of Anaheim's rights under Section 2.06(b).

Notwithstanding ARTICLE Seven, Seller shall indemnify and hold Anaheim harmless from all benefits lost and other damages sustained by Anaheim as a result of any breach of the covenants contained within this Section 2.06(b).

*** *End of ARTICLE TWO* ***

ARTICLE THREE. SELLER'S OBLIGATIONS

3.01 Conveyance of Entire Output, Green Attributes, Capacity Attributes, and Resource Adequacy Benefits.

(a) Metered Amounts. Seller shall dedicate and convey the *entire* Metered Amounts throughout the Delivery Term to Anaheim. Seller shall convey title to and risk of loss of all Metered Amounts to Anaheim at the Delivery Point.

In the event that no Metered Amounts delivered in a given Calculation Period possess the Green Attributes set forth in California Public Utilities Code Section 399.16 (b) (1) and as evidenced by transfer of WREGIS Certificates to Anaheim, Seller shall compensate Anaheim for acting as Scheduling Coordinator in the manner and amount set forth in EXHIBIT E; provided however, no compensation shall be due until WREGIS has completed its issuance of WREGIS Certificates for a Calculation Period. In connection with the foregoing, Anaheim shall only compensate Seller for such electric energy received at the Delivery Point in an amount equal to the Product Price for the remaining elements of the Product less the value assigned to the Green Attributes as stated in Section 1.07. In the event that WREGIS subsequently issues WREGIS Certificates for Metered Amounts during a Calculation Period, Anaheim shall reimburse Seller the amounts previously charged and paid under EXHIBIT E for Scheduling Coordinator services.

(b) Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Anaheim as part of the Product being delivered at the Bus Bar of the Project. Seller represents and warrants that Seller holds the rights, title, and interests to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Anaheim as included in the delivery of the Product from the Project at the Bus Bar of the Project. For the avoidance of doubt, Green Attributes are measured by WREGIS in accordance with its rules.

(c) Capacity Attributes and Resource Adequacy Benefits.

(i) Seller shall dedicate and convey any and all Capacity Attributes and Resource Adequacy Benefits generated by, associated with or attributable to the Generating Facility throughout the Delivery Term to Anaheim and Anaheim shall be given sole title to all such Capacity Attributes and Resource Adequacy Benefits.

(d) Further Action by Seller. Subject to Sections 1.12 and 3.01(c), as applicable, throughout the Delivery Term, Seller shall, at its own cost, take all actions and execute all documents or instruments necessary to effectuate, and maintain, the use of the Green Attributes and, if applicable, Capacity Attributes, Full Capacity Deliverability Status, and Resource Adequacy Benefits, for Anaheim's sole benefit throughout the Delivery Term, which actions include:

(i) Cooperating with and encouraging the regional entity responsible for resource adequacy administration to certify or qualify the Contract Capacity for resource adequacy purposes;

(ii) Testing the Generating Facility as required in order to certify the Generating Facility for resource adequacy purposes;

(iii) Complying with all current and future CAISO Tariff provisions that address resource adequacy and are applicable to the Generating Facility, including provisions regarding performance obligations and penalties;

(iv) Complying with Applicable Laws regarding the certification and transfer of Renewable Energy Credits, including participation in the Western Renewable Energy Generation Information System ("WREGIS") or other process recognized under Applicable Laws for the registration, transfer or ownership of Green Attributes associated with the Generating Facility. With respect to WREGIS, Seller shall designate a "Qualified Reporting Entity" and "Account Holder" (as these two terms are defined by WREGIS) for the Generating Facility; and this "Qualified Reporting Entity" and "Account Holder" shall comply with any and all applicable WREGIS requirements. Seller shall provide to Anaheim Notice of the designation within three (3) days of its occurrence. Seller shall be fully responsible to Anaheim for all acts and omissions of the designated "Qualified Reporting Entity" and "Account Holder". All duties, responsibilities, and obligations of Seller under this Agreement shall remain with Seller irrespective of the designation of the "Qualified Reporting Entity" and "Account Holder". Nothing in this Agreement shall create any contractual relationship between Anaheim and the designated "Qualified Reporting Entity" and "Account Holder" nor shall it create any obligation on the part of Anaheim to pay or to see to the payment of any monies due to any such "Qualified Reporting Entity" and "Account Holder" other than as otherwise required by law; and

(v) Committing to Anaheim the full output of the Generating Facility to the extent set forth in Section 3.01(a).

(e) Other Sales of Product. From the Effective Date throughout the Delivery Term, Seller shall not sell the Product (or any portion thereof to any entity other than Anaheim.

3.02 Resource Adequacy Rulings.

Subject to Sections 1.12 and 3.01(c), Seller grants, pledges, assigns and otherwise commits to Anaheim the generating capacity of the Generating Facility in order for Anaheim to meet its resource adequacy obligations under any Resource Adequacy Rulings.

Seller represents, warrants and covenants to Anaheim that Seller:

(a) Has not used, granted, pledged, assigned or otherwise committed any portion of the generating capacity of the Generating Facility to meet the resource adequacy requirements of, or to confer Resource Adequacy Benefits on, any entity other than Anaheim; and

(b) Throughout the Delivery Term, will not use, grant, pledge, assign or otherwise commit any portion of the generating capacity of the Generating Facility to meet the resource adequacy requirements of, or to confer Resource Adequacy Benefits on, any entity other than Anaheim.

3.03 Maintenance as ERR.

Seller covenants that, except where there has been a change in law after the execution of this Agreement and Seller has used commercially reasonable efforts to comply with such change in law, throughout the term the Project is qualified and certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in California Public Utilities Code Section 399.12, and the Product delivered to Anaheim meets the criteria set forth in California Public Utilities Code Section 399.16 (b)(1).

3.04 Standard Capacity Product: Allocation of Availability Incentive Payments and Non-Availability Charges.

If the Generating Facility is subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments as contemplated under the CAISO Tariff, any Availability Incentive Payments will be for the benefit of Seller and for Seller's account and any Non-Availability Charges will be the sole responsibility of Seller and for Seller's account.

3.05 Permits, Interconnection and Transmission Service Agreements, and CAISO Tariff Compliance.

(a) Seller shall obtain and maintain throughout the Delivery Term any and all interconnection and transmission service rights and Permits required to effect delivery of the electric energy from the Generating Facility to the Delivery Point.

(b) Seller shall be responsible for all costs and charges directly caused by, associated with, or allocated to the interconnection of the Generating Facility to the Transmission Provider's electric system and transmission of electric energy from the Generating Facility to the Transmission Provider's electric system.

(c) Seller shall comply with the CAISO Tariff, including securing and maintaining in full force all required CAISO agreements, certifications and approvals.

(d) Seller shall be solely responsible for all costs and charges directly caused by, or associated with, authorizing or designating Anaheim as the Scheduling Coordinator throughout the Delivery Term.

(e) Seller shall secure through the CAISO the CAISO Resource ID that is to be used solely for this Generating Facility.

3.06 Development Security.

(a) Amount.

Seller shall post and thereafter maintain a development fee ("Development Security"). If Seller uses Fifth Third Bank for the purposes of issuance of the Development Security, the amount of the Development Security shall be equal to One Hundred Thousand Dollars ($100,000) for each megawatt of Contract Capacity. In the event Seller issues Development Security from a financial institution with the credit ratings specified in the Letter of Credit definition, the Development Security Amount shall be Fifty Thousand Dollars ($50,000) for each megawatt of Contract Capacity.

(b) Posting Requirements.

Seller shall post the Development Security in accordance with the following terms and conditions:

(i) Seller shall post the Development Security within thirty (30) days following the Effective Date;

(ii) The Development Security shall be provided to Anaheim as security for Seller's meeting the Commercial Operation Deadline and installing and demonstrating the Contract Capacity by the Firm Operation Date;

(iii) The Development Security must be in the form of a Letter of Credit and must meet the requirements of Section 8.02(b), with the exception of the Letter of Credit rating provisions only if the Letter of Credit is issued by Fifth Third Bank then the rating requirements shall be those of Fifth Third Bank as of the Effective Date; Seller shall provide to, and maintain with, Buyer, collateral, in the form of a Letter of Credit with the exception of the Letter of Credit rating provisions only if the Letter of Credit is issued by Fifth Third Bank then the rating requirements shall be those of Fifth Third Bank as of the Effective Date; and

(iv) Seller's Development Security shall be provided in the form of a Letter of Credit with the exception of the Letter of Credit rating provisions only if the Letter of Credit is issued by Fifth Third Bank then the rating requirements shall be those of Fifth Third Bank as of the Effective Date, which must be provided substantially in the form of EXHIBIT M.

(c) Daily Delay Liquidated Damages to Extend Commercial Operation Deadline.

Seller may extend the Commercial Operation Deadline by paying to Anaheim damages in an amount equal to one percent (1%) of the Development Security per day for each day (or portion thereof) from and including the Commercial Operation Deadline to and excluding the Commercial Operation Date ("Daily Delay Liquidated Damages").

To extend the Commercial Operation Deadline, Seller must, at the earliest possible time, but no later than 6 a.m. on the first day of the proposed Commercial Operation Deadline extension, provide Anaheim with Notice of its election to extend the Commercial Operation Deadline along with Seller's estimate of the duration of the extension and its payment of Daily Delay Liquidated Damages for the full estimated Commercial Operation Deadline extension period.

Seller may further extend the Commercial Operation Deadline beyond the original Commercial Operation Deadline extension period subject to the same terms applicable to the original Commercial Operation Deadline extension.

The Daily Delay Liquidated Damages payments applicable to days included in any Commercial Operation Deadline extension are nonrefundable and are in addition to, and not a part of, the Development Security.

Seller will be entitled to a refund (without interest) of any estimated Daily Delay Liquidated Damages payments paid by Seller which exceed the amount required to cover the number of days by which the Commercial Operation Deadline was actually extended.

In no event may Seller extend the Commercial Operation Deadline for more than a total of one hundred eighty (180) days by the payment of Daily Delay Liquidated Damages. Notwithstanding anything to the contrary within this Section 3.06(c), the Commercial Operation Deadline shall not be extended beyond the date set forth in Section 1.04(b).

(d) Failure to Meet Commercial Operation Deadline.

Subject to Seller's right to extend the Commercial Operation Deadline as provided in Section 1.04, Section 3.06(c), and Section 5.03 (for Force Majeure where Seller is the Claiming Party), in the event that (A) the Commercial Operation Date does not occur, or (B) Anaheim reasonably determines that the Commercial Operation Date will be unlikely to occur (including due to any termination of this Agreement as a result of an Event of Default by Seller occurring prior to the Commercial Operation Deadline) on or before the Commercial Operation Deadline, then, in either case (A) or (B), Anaheim shall, subject to the proviso following Section 3.06(d)(ii), be entitled to:

(i) Retain the entire Development Security, including the right to draw on and retain for its sole benefit any Letter of Credit and the proceeds thereof, posted as Development Security; and

(ii) Terminate this Agreement; provided, Anaheim shall give Notice to Seller of Anaheim's determination under this Section 3.06(d) that the Commercial Operation Date is unlikely to occur on or before the

Commercial Operation Deadline, and if within thirty (30) days from the date of such Notice Seller can establish to Anaheim's reasonable satisfaction that Commercial Operation Date is likely to occur on or before the Commercial Operation Deadline, Anaheim may not terminate the Agreement prior to the Commercial Operation Deadline or retain the Development Security at that time, but shall retain all other rights under this Agreement, including the right to terminate the Agreement and retain the entire Development Security if the Commercial Operation Date does not occur on or before the Commercial Operation Deadline in accordance with clause (A) of the first paragraph of this Section 3.06(d).

(iii) If Anaheim terminates this Agreement pursuant to this Section 3.06(d), any amount of Development Security that Seller has not yet posted with Anaheim will be immediately due and payable by Seller to Anaheim.

(iv) In addition, subject to Section 2.06(b), neither Party shall have liability for damages for failure to deliver or purchase Product after the effective date of such termination; provided however, such termination does not alter Seller's obligation to deliver the RECs that are associated with previously sold and purchased Product.

(v) Notwithstanding anything to the contrary within this Section 3.06(d), the Commercial Operation Deadline shall not be extended beyond the date set forth in Section 1.04(b).

(e) Full Return of Development Security.

The Development Security will be returned to Seller in accordance with the procedure set forth in EXHIBIT K in each of the following circumstances:

(i) Subject to the Commercial Operation Date occurring on or before the Commercial Operation Deadline or any extended Commercial Operation Deadline as provided in this Agreement, if Seller demonstrates the full Contract Capacity in accordance with the procedure set forth in EXHIBIT K on or before the Firm Operation Date; or

(ii) If this Agreement is terminated in accordance with Section 2.02(d)(i), 2.04(a)(i), 2.04(a)(ii), or 5.05; provided, however, that a termination under Section 5.05 only entitles Seller to a return of the Development Security if the termination is based on a Force Majeure that prevents the Commercial Operation Date from occurring on or before the Commercial Operation Deadline or prevents Seller from demonstrating full Contract Capacity by the Firm Operation Date.

(f) Partial Return of the Development Security.

If the Commercial Operation Date occurs on or before the Commercial Operation Deadline, but Seller is only able to demonstrate a portion of the Contract Capacity

in accordance with the procedure set forth in EXHIBIT K (the "Demonstrated Contract Capacity") by the Firm Operation Date, then Seller will be entitled to a return of only a portion of the Development Security equal to the product of Fifty Thousand Dollars ($50,000) per megawatt times the megawatts of Demonstrated Contract Capacity (pro-rated to the nearest kilowatt).

(g) Modification of Special Conditions.

As of the Firm Operation Date:

(i) If the Contract Capacity is greater than the Demonstrated Contract Capacity.

(1) The Contract Capacity will be reduced to an amount equal to the Demonstrated Contract Capacity;

(2) The Expected Annual Net Energy Production will be recalculated using the Installed DC Rating pursuant to the procedures in EXHIBIT K; and

(3) Performance Assurance Amount for the Performance Assurance required to be posted and maintained pursuant to Section 8.02 will be recalculated using such adjusted Contract Capacity, and any amount of Performance Assurance in excess of that required for the adjusted Contract Capacity will be returned to Seller; and

(ii) Neither Party will have any liability for failure to purchase or deliver Product associated with or attributable to capacity in excess of the Demonstrated Contract Capacity ("Unincluded Capacity"), subject to Section 3.06(h).

(h) Restrictions on Sales Related to Unincluded Capacity.

(i) Neither Seller nor Seller's Affiliates may sell, or enter into an agreement to sell, electric energy, Green Attributes, Capacity Attributes or Resource Adequacy Benefits associated with or attributable to Unincluded Capacity from any generating facility installed at the Site to a party other than Anaheim for a period of two (2) years following Anaheim's Notice to Seller of Seller's partial forfeiture of the Development Security pursuant to EXHIBIT K.

(ii) With respect to Seller's Affiliates, the prohibition on contracting and sale as set forth in Section 3.06(h)(i) will not apply if, before entering into the contract or making a sale to a party other than Anaheim, any Seller's Affiliate wishing to enter into a contract or sale provides Anaheim with a written offer to sell the electric energy, Green Attributes and, if applicable, Capacity Attributes and Resource Adequacy Benefits related to Unincluded Capacity to Anaheim on terms and conditions materially

similar to or no less favorable to Anaheim than the terms and conditions contained in this Agreement and Anaheim fails to accept such offer within forty-five (45) days after Anaheim's receipt thereof; provided, any Seller's Affiliate wishing to enter into a contract or sale must:

(1) Build a new generating facility separate from the Generating Facility to produce such additional electric energy and associated attributes;

(2) Establish an entity other than Seller to act as the seller for such additional electric energy and associated attributes;

(3) Meter such additional generating capacity separately from the Generating Facility, to Anaheim's reasonable satisfaction; and

(4) Separately interconnect such additional generating capacity to the Transmission Provider, to Anaheim's reasonable satisfaction.

If the preceding conditions are met, Seller's Affiliates (but not Seller) will be free to sell such additional electric energy and associated attributes to third parties from the new generating facility.

3.07 Seller's Product Delivery Obligation.

On the commencement of the first Term Year and for every Term Year thereafter, Seller is subject to the Product delivery requirements and damages for failure to perform as set forth in this Section 3.07.

(a) Performance Requirements.

(i) Seller's Product Delivery Obligation.

Seller's Product Delivery Obligation for the twenty-four (24) month period immediately preceding the end of each Term Year commencing at the end of the second Term Year ("Calculation Period") must equal one hundred seventy percent (170%) of the Expected Annual Net Energy Production.

(ii) Event of Deficient Product Deliveries.

At the end of each Term Year if the sum of the Qualified Amounts plus any Lost Output (calculated in accordance with EXHIBIT L) during the Term Year does not equal or exceed Seller's Product Delivery Obligation, then an Event of Deficient Product Deliveries will be deemed to have occurred.

(b) Product Replacement Damage Amount.

(i) If an Event of Deficient Product Deliveries occurs, as determined in accordance with Section 3.07(a)(ii) above, the Parties acknowledge that the damages sustained by Anaheim associated with Seller's failure to meet Seller's Product Delivery Obligation would be difficult or impossible to determine, or that obtaining an adequate remedy would be unreasonably time consuming or expensive, and therefore agree that Seller shall pay Anaheim as liquidated damages an amount which is intended to compensate Anaheim for Seller's failure to perform, irrespective of whether Anaheim actually purchased such replacement electric energy by reason of Seller's failure to perform (the "Product Replacement Damage Amount").

(ii) Within ninety (90) days after the end of the applicable Term Year, Anaheim shall calculate any Product Replacement Damage Amount as set forth in EXHIBIT F, and shall provide Notice to Seller of any Product Replacement Damage Amount owing, including a detailed explanation of, and rationale for, its calculation methodology, annotated work papers, and source data.

(iii) Seller shall have thirty (30) days after receipt of Anaheim's Notice of Product Replacement Damage Amount to review Anaheim's calculation and either pay the entire Product Replacement Damage Amount claimed by Anaheim or pay any undisputed portion and provide Notice to Anaheim of the portion Seller disputes along with a detailed explanation of, and rationale for, Seller's calculation methodology, annotated work papers, and source data.

(iv) The Parties shall negotiate in good faith to resolve any disputed portion of the Product Replacement Damage Amount and shall, as part of such good faith negotiations, promptly provide information or data relevant to the dispute as each Party may possess which is requested by the other Party.

(v) If the Parties are unable to resolve a dispute regarding any Product Replacement Damage Amount within thirty (30) days after the sending of a Notice of dispute by Seller, either Party may submit the dispute to mediation as provided in ARTICLE Twelve.

(c) Continuing Obligations of Seller.

Notwithstanding any payment of a Product Replacement Damage Amount, all of Seller's obligations under Sections 3.01 and 3.02 continue to apply.

3.08 Metering, Communications, and Telemetry.

(a) CAISO Approved Meter.

Seller shall, at its own cost, install, maintain, and test all CAISO Approved Meters pursuant to the CAISO Tariff.

(b) Anaheim's Access to Meters.

(i) Seller shall promptly provide Anaheim all meter data and data acquisition services both in real-time, and at later times, as Anaheim may reasonably request.

(ii) Prior to Initial Synchronization, Seller shall provide instructions to the CAISO granting authorizations or other documentation sufficient to provide Anaheim with access to the CAISO Approved Meter and to Seller's settlement data on OMAR.

(c) CAISO Approved Meter Maintenance.

(i) Seller, at its own cost, shall test and calibrate the CAISO Approved Meter, as necessary, but in no event will the period between testing and calibration dates be greater than twenty-four (24) months.

(ii) Seller shall bear its own costs for any meter check or recertification of the CAISO Approved Meter.

(iii) Seller shall replace the CAISO Approved Meter battery at least once every thirty-six (36) months or such shorter period as may be recommended by the battery manufacturer.

Notwithstanding the foregoing, if the CAISO Approved Meter battery fails, Seller shall replace such battery within one (1) day after becoming aware of its failure.

(iv) Seller shall use certified test and calibration technicians to perform any work associated with the CAISO Approved Meter.

(v) Seller shall inform Anaheim of test and calibration dates, provide Anaheim with access to observe and witness such testing and calibration, and provide Anaheim certified results of tests and calibrations within thirty (30) days after completion.

(d) Telemetry System.

Seller shall be responsible for designing, furnishing, installing, operating, maintaining, and testing a real-time Telemetry System capable of interconnecting the CAISO Approved Meter(s) and the Generating Facility's control system with the CAISO's Energy Communication Network.

The Telemetry System shall be designed in accordance with the CAISO monitoring and communication requirements.

3.09 Site Location and Control.

(a) This Agreement is Site specific as set forth in Section 1.01(b). Seller may change the location of the Site only upon Anaheim's prior written consent, which consent is in Anaheim's sole discretion.

(b) Seller has Site Control and shall maintain it throughout the Delivery Term.

(c) Seller shall provide Anaheim with prompt Notice of any pending change, or change, in the status of Seller's Site Control.

3.10 Change in Structure, Ownership, or Financing.

Seller shall provide Notice to Anaheim within five (5) Business Days after any reasonably expected change in the status of any of the following:

(a) Seller's exact and complete name, form of organization, state of incorporation or organization, or address of Seller's principal place of business;

(b) Seller's ultimate domestic parent, including Seller's members, general partners, or joint ventures, or Seller's chief executive officer or equivalent thereof, as applicable;

(c) Seller's or Seller's Letter of Credit issuer's Moody's, Fitch and S&P's senior unsecured debt rating or, if such entities do not have a senior unsecured debt rating, then Seller's or Seller's Letter of Credit issuer's corporate credit rating or long term issuer rating, if any;

(d) Seller's short-term, mid-term, and long-term ownership structure of the Generating Facility; and

(e) Seller's construction-period financing and Operating-period financing, including the sources of equity investments and debt financings.

No Notice provided pursuant to this Section 3.10 constitutes or substitutes for any consent required pursuant to Sections 10.04 or 10.05.

3.11 Design.

At no cost to Anaheim, Seller shall be responsible for:

(a) Designing and constructing the Generating Facility;

(b) Using commercially reasonable efforts to acquire all Permits;

(c) Providing to Anaheim, at least thirty (30) days before the anticipated Initial Synchronization Date, the following Generating Facility information:

(i) Site plan drawings for the Generating Facility;

(ii) Electrical one-line diagrams;

(iii) Control and data-acquisition details and configuration documents;

(iv) Major electrical equipment specifications;

(v) General arrangement drawings;

(vi) Artist renderings of the Site, if any;

(vii) Aerial photographs of the Site, if any;

(d) Providing Anaheim advance Notice at the earliest practicable time of any proposed material changes in the Generating Facility, but in no event less than thirty (30) days before the changes are to be made, which Notice must include the information set forth in Section 3.11(c), along with all specifications and drawings pertaining to any such changes.

3.12 Operation and Record Keeping.

(a) Seller shall Operate the Generating Facility in accordance with Prudent Electrical Practices.

(b) Seller shall comply with Operating orders in compliance with the CAISO Tariff.

(c) On or prior to Initial Synchronization:

- Seller shall obtain CEC Pre-Certification;
- Seller shall take all steps necessary to ensure that Anaheim becomes authorized by the CAISO to Schedule the electric energy produced by the Generating Facility with the CAISO;
- Anaheim shall have been authorized to act as the Scheduling Coordinator for the Generating Facility by the CAISO;
- Seller shall demonstrate to Anaheim's reasonable satisfaction that Seller has executed all necessary Transmission Provider and CAISO agreements;
- Seller shall provide to Anaheim the DLF and TLF, as applicable, used by the Transmission Provider in the administration of the transmission service agreement for the Generating Facility;
- Seller shall be Forecasting to Anaheim in accordance with EXHIBIT D;
- Seller shall commence delivering electric energy to Anaheim at the Delivery Point;

- Seller shall have registered with the NERC as the Generating Facility's Generator Owner and Generator Operator if Seller is required to be a registered entity pursuant to the NERC Reliability Standards;
- Seller shall demonstrate to Anaheim's reasonable satisfaction that Seller has complied with its obligations with respect to the CAISO Approved Meter as set forth in Section 3.08(a);
- Seller shall have furnished to Anaheim all insurance documents required under Section 10.11;
- Seller shall provide written notification to Buyer.

(d) Information maintained pursuant to this Section 3.12 shall be kept by Seller throughout the Delivery Term and shall be provided or made available to Anaheim within twenty (20) days after any Notice.

(e) Seller shall be fully responsible to Buyer for all acts and omissions of any subcontractor. All duties, responsibilities, and obligations of Seller under this Agreement shall remain with Seller irrespective of whether Seller utilizes a subcontractor(s). Nothing in this Agreement shall create any contractual relationship between Buyer and subcontractor nor shall it create any obligation on the part of Buyer to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

3.13 Obtaining Scheduling Coordinator Services.

Seller shall comply with all applicable CAISO Tariff procedures, protocol, rules, and testing as necessary for Anaheim to submit Schedules and Bids for the electric energy produced by the Generating Facility.

(a) Designating Anaheim as Scheduling Coordinator.

(i) At least thirty (30) days before Initial Synchronization, Seller shall take all actions and execute and deliver to the CAISO and Anaheim, as applicable, all documents necessary to authorize or designate Anaheim as the Scheduling Coordinator throughout the Delivery Term.

(ii) Throughout the Delivery Term, Seller shall not authorize or designate any other party to act as Scheduling Coordinator, nor shall Seller perform, for its own benefit, the duties of Scheduling Coordinator.

(b) Replacement of Anaheim as Scheduling Coordinator.

At least forty-five (45) days before the end of the Term, or as soon as practicable before the date of any termination of this Agreement before the end of the Term, Seller shall take all actions necessary to terminate the designation of Anaheim as Seller's Scheduling Coordinator as of hour ending 24:00 on the last day of the Term. These actions include, but are not limited to, the following:

(i) Seller shall submit to the CAISO a designation of a new Scheduling Coordinator for Seller to replace Anaheim;

(ii) Seller shall cause the newly designated Scheduling Coordinator to submit a letter to the CAISO accepting the designation; and

(iii) Seller shall inform Anaheim of the last date on which Anaheim will be Seller's Scheduling Coordinator. Anaheim must consent to any date other than the last day of the Term or the date of any termination of this Agreement before the end of the Term, such consent not to be unreasonably withheld.

3.14 Forecasting.

Seller shall Forecast in accordance with the provisions of EXHIBIT D.

Seller shall use commercially reasonable efforts to Operate the Generating Facility so that the available capacity or electric energy from the Generating Facility conforms with Forecasts provided in accordance with EXHIBIT D.

3.15 Scheduled Outages.

Seller shall provide its Outage Schedule as set forth in EXHIBIT D.

3.16 Progress Reporting Toward Meeting Milestone Schedule.

Seller shall use commercially reasonable efforts to meet the Milestone Schedule and avoid or minimize any delays in meeting this schedule. Seller shall provide a monthly written report of its progress toward meeting the Milestone Schedule using the procedures set forth in EXHIBIT H.

Seller shall include in such report a list of all letters, notices, applications, approvals, authorizations, filings, permits and licenses relating to any Transmission Provider, Governmental Authority, or the CAISO and shall provide any such documents as may be reasonably requested on Notice from Anaheim.

In addition, Seller shall advise Anaheim as soon as reasonably practicable of any problems or issues of which Seller is aware which may materially impact Seller's ability to meet the Milestone Schedule.

3.17 Provision of Information.

Seller shall promptly provide to Anaheim copies of:

(a) All agreements with providers of distribution, transmission or interconnection services for the Generating Facility and all amendments thereto;

(b) All applications and approvals or disapprovals relating to CEC Pre-Certification, CEC Certification, CEC Verification, any Permit;

(c) All draft, preliminary, final, and revised copies of reports, studies, and analyses furnished by the CAISO or any Transmission Provider, and any correspondence related thereto, concerning the interconnection of the Generating Facility to the Transmission Provider's electric system or the transmission of electric energy on the Transmission Provider's electric system;

(d) All notifications of adjustments in the DLF and TLF, as applicable, used by the Transmission Provider in the administration of the transmission service agreement for the Generating Facility within thirty (30) days of receiving such notification from the Transmission Provider;

(e) Any reports, studies, or assessments of the Generating Facility prepared for Seller by an independent engineer; and

(f) All Generating Facility and metering information as may be requested by Anaheim, including the following, at least thirty (30) days before Initial Synchronization:

For each CAISO Approved Meter:

(1) Generating Station/Unit ID;

(2) CAISO Resource ID;

(3) CAISO Approved Meter Device ID;

(4) Password;

(5) Data path (network (ECN) or modem);

(6) If modem, phone number;

(7) Copy of meter certification;

(8) List of any CAISO metering exemptions (if any); and

(9) Description of any compensation calculations such as transformer losses and line losses.

For the Generating Facility:

(1) Utility transmission/distribution one line diagram;

(2) Physical location, address or descriptive identification;

(3) Telephone number on site;

(4) Telephone number of control room;

(5) Telephone number for operational issues; and

(6) Telephone number for administrative issues.

3.18 Anaheim's Access Rights.

Seller hereby grants Anaheim the right of ingress and egress to examine the Site and Generating Facility for any purpose reasonably connected with this Agreement. To the extent applicable to Anaheim's right to examine said Site and Generating Facility, Seller shall provide to Anaheim any safety-related information, rules, or regulations (by whatever named called) developed and utilized by Seller at this specific Site. The provision of such information, rules, or regulations shall take place promptly upon development and utilization by Seller. Further, prior to any entry by Anaheim personnel (or someone acting on behalf of Anaheim pursuant to this Section 3.18), Seller shall promptly provide to Anaheim (i) any updated, altered, or changes to such safety information, rules, or regulations; or (ii) the then-current version of safety information, rules, or regulations of both Seller and Site owner.

3.19 Prevailing Wage.

Seller is aware of and shall comply with the prevailing wage requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), to the extent applicable.

3.20 Obtaining and Maintaining CEC Certification, and CEC Verification.

Seller shall take all necessary steps, including making or supporting timely filings with the CEC, to obtain and maintain CEC Pre-Certification, CEC Certification, and CEC Verification throughout the Delivery Term.

3.21 Notice of Cessation or Termination of Service Agreements.

Seller shall provide Notice to Anaheim within one (1) Business Day after termination of, or cessation of service under, any agreement necessary to deliver Product to Anaheim at the Delivery Point or to meter the Metered Amounts.

3.22 Payments and Invoicing.

Throughout the Delivery Term, Seller shall issue Payment Invoices and pay Anaheim in accordance with EXHIBIT E.

3.23 Lost Output Report.

(a) Monthly Report: Anaheim Review.

Commencing on the Commercial Operation Date and continuing throughout the Term, Seller shall calculate Lost Output and prepare and provide to Anaheim a Lost Output Report by the tenth (10th) Business Day of each month in accordance with EXHIBIT L.

Anaheim will have thirty (30) days after receipt of Seller's monthly Lost Output Report or Supplemental Lost Output Report to review such report.

Upon Anaheim's request, Seller shall promptly provide to Anaheim any additional data and supporting documentation necessary for Anaheim to audit and verify any matters in the Lost Output Report.

(b) Disputes of Lost Output.

If Anaheim disputes Seller's Lost Output calculation, Anaheim shall provide Notice to Seller within thirty (30) days after receipt of Seller's Lost Output Report and include Anaheim's calculations and other data supporting its position.

The Parties shall negotiate in good faith to resolve any dispute.

If the Parties are unable to resolve a dispute within thirty (30) days after Anaheim's giving the dispute Notice, either Party may submit the dispute to mediation as provided in ARTICLE Twelve.

Seller will have no right to claim any Lost Output for any month that was not identified in the original Lost Output Report for that month; *provided*, Seller may supplement the amount of Lost Output claimed ("Supplemental Lost Output") for the month with a supplemental Lost Output Report ("Supplemental Lost Output Report") if Seller can demonstrate that Seller neither knew nor could have known through the exercise of reasonable diligence about the Supplemental Lost Output within the foregoing thirty (30) day period and Seller provides the Supplemental Lost Output Report within ten (10) Business Days after learning the facts which provide the basis for the Supplemental Lost Output claim; *provided further*, in no event will Anaheim be obligated to accept a Supplemental Lost Output Report after thirty (30) days following the end of the applicable Term Year.

(c) Product Replacement Damage Amount Calculation.

The Lost Output amount that will be used by Anaheim in the Product Replacement Damage Amount calculation, set forth in EXHIBIT F, will be the amount calculated pursuant to EXHIBIT L or otherwise resolved pursuant to Section 3.23(b).

3.24 NERC Electric System Reliability Standards.

Throughout the Delivery Term, Seller shall be:

(a) Responsible for complying with any NERC Reliability Standards applicable to the Generating Facility, including registration with NERC as the Generator Operator for the Generating Facility or other applicable category under the NERC Reliability Standards and implementation of all applicable processes and procedures required by NERC, WECC, or CAISO for compliance with the NERC Reliability Standards; and

(b) Liable for all penalties assessed by NERC (through WECC or otherwise) for violations of the NERC Reliability Standards by the Generating Facility or Seller, as Generator Operator or other applicable category.

However, if Seller learns that NERC (through WECC or otherwise) is considering or intends to assess Seller with a penalty that Seller believes is attributable to Anaheim's actions or inactions as SC as described in the document entitled "NERC Reliability Standards – Responsibilities of the Generator Operator, Scheduling Coordinator, CAISO, and Reliability Coordinator" or other successor description or document on the CAISO website at the time of the potential assessment, Seller shall provide Anaheim with sufficient notice to allow Anaheim to take part in any administrative processes, discussions, or settlement negotiations with NERC, WECC or other entity arising from or related to the alleged violation or possible penalty. If the penalty is nonetheless assessed in spite of Anaheim's participation in the processes, discussions, or settlement negotiations, or Anaheim waives its right to take part in the processes, discussion, or settlement negotiations, Anaheim shall reimburse Seller for the penalty to the extent that:

(i) It was solely caused by Anaheim's actions or inactions as SC as described in the document entitled "NERC Reliability Standards – Responsibilities of the Generator Operator, Scheduling Coordinator, CAISO, and Reliability Coordinator" or other successor description or document on the CAISO website at the time of the violation; and

(ii) Seller can establish to Anaheim's reasonable satisfaction that the penalty was actually assessed against Seller by NERC and paid by Seller to NERC.

*** *End of ARTICLE THREE* ***

ARTICLE FOUR. ANAHEIM'S OBLIGATIONS

4.01 Obligation to Pay and Invoice.

(a) Anaheim shall provide information to Seller regarding CAISO Revenues, CAISO Charges, and Anaheim Penalties and shall pay Seller, all in accordance with EXHIBIT E.

(b) Throughout the Delivery Term, Anaheim shall purchase Product generated by the Generating Facility and delivered at the Delivery Point in accordance with this Agreement, CAISO Tariff Protocols and Applicable Law; *provided however,* Anaheim has no obligation to purchase from Seller any Product that is not or cannot be delivered to the Delivery Point as a result of any circumstance, including:

(i) An outage of the Generating Facility;

(ii) A Force Majeure under ARTICLE Five.

4.02 [Intentionally Omitted.]

4.03 Scheduling Coordinator.

Commencing on Initial Synchronization, Anaheim shall act as Seller's Scheduling Coordinator and carry out all duties as Scheduling Coordinator in accordance with CAISO Tariff protocols.

4.04 Termination of Scheduling Coordinator.

Anaheim shall submit a letter to the CAISO identifying the date on which Anaheim resigns as Seller's Scheduling Coordinator on the first to occur of the following:

(a) Thirty (30) days before the end of the Term;

(b) The date of any Notice from Seller of suspension of its performance pursuant to Section 6.02: or

(c) The date of any early termination of this Agreement.

4.05 Exclusive Rights to Product and Cost Responsibility.

(a) Anaheim has the exclusive right, at any time or from time to time throughout the Delivery Term, to sell, assign, convey, transfer, allocate, designate, award, report, or otherwise provide any and all such Green Attributes, and, if applicable, Capacity Attributes or Resource Adequacy Benefits to third parties; *provided*, no such action constitutes a transfer of, or a release of Anaheim of, its obligations under this Agreement.

(b) Subject to Seller's obligations under this Agreement, including Sections 3.01, 3.02, 3.08, 3.12 and 3.20 Anaheim shall be responsible for any costs arising from or directly related to Anaheim's accounting for or otherwise claiming Green Attributes, and, if applicable, Capacity Attributes and Resource Adequacy Benefits.

*** *End of ARTICLE FOUR* ***

ARTICLE FIVE. FORCE MAJEURE

5.01 No Default for Force Majeure.

Neither Party will be considered to be in default in the performance of any of its obligations set forth in this Agreement (except for obligations to pay money) when and to the extent failure of performance is caused by Force Majeure.

5.02 Requirements Applicable to the Claiming Party.

If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, that Party (the "Claiming Party"), will be excused from whatever performance is affected by the Force Majeure to the extent so affected, *provided*, the Claiming Party must have complied with (a) and (b) directly below.

In order to be excused from its performance obligations hereunder by reason of Force Majeure:

(a) The Claiming Party, within fourteen (14) days after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and

(b) The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

The suspension of the Claiming Party's performance due to Force Majeure will be of no greater scope and of no longer duration than is required by the Force Majeure.

In addition, the Claiming Party shall use commercially reasonable and diligent efforts to remedy its inability to perform, including but not limited to the maintenance of property insurance with coverage for expediting expense.

This Section does not require the settlement of any strike, walkout, lockout, or other labor dispute on terms which, in the sole judgment of the Claiming Party, are contrary to its interest.

It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes will be at the sole discretion of the Claiming Party.

When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

5.03 Commercial Operation Deadline Extension.

If the Commercial Operation Date does not occur on or before the Commercial Operation Deadline as the result of a Force Majeure occurring before the Commercial Operation

Deadline, then the Commercial Operation Deadline will, subject to Sections 1.05 and 5.05 and Seller's compliance with its obligations as the Claiming Party under Section 5.02, be extended on a day-for-day basis for the duration of the Force Majeure. Notwithstanding the foregoing, the Commercial Operation Deadline shall not be extended beyond the date set forth in Section 1.04(b).

5.04 Firm Operation Date Extension.

If Force Majeure occurs at any time after commencement of the Term, but before the Firm Operation Date, which prevents Seller from demonstrating the Contract Capacity as provided in Sections or 3.06(f), then the Firm Operation Date will, subject to Seller's compliance with its obligations as the Claiming Party under Sections 5.02 and 5.05, be extended on a day-for-day basis for the duration of the Force Majeure. Notwithstanding the foregoing, the Commercial Operation Deadline shall not be extended beyond the date set forth in Section 1.04(b).

5.05 Termination.

(a) Either Party may terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is provided, if an event of Force Majeure extends for more than three hundred sixty-five (365) cumulative days which materially and adversely affects the operations of the Claiming Party, or the Generating Facility is destroyed or rendered inoperable by a Force Majeure, and an independent, third party engineer determines in writing that the Generating Facility cannot be repaired or replaced within an aggregate period of twenty-four (24) months after the first day of such Force Majeure.

*** *End of ARTICLE FIVE* ***

ARTICLE SIX. EVENTS OF DEFAULT; REMEDIES

6.01 Events of Default.

An "Event of Default" means, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

(a) With respect to either Party:

(i) Any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, *provided*, if:

(1) The misrepresentation or breach of warranty is capable of a cure, an Event of Default will be deemed to occur if the misrepresentation or breach of warranty is not remedied within five (5) Business Days after Notice to the Defaulting Party by the non-Defaulting Party; or

(2) The misrepresentation or breach of warranty is not capable of a cure, but the non-Defaulting Party's damages resulting from the inaccuracy can reasonably be ascertained, an Event of Default will be deemed to occur if the payment of such damages is not made within ten (10) Business Days after a Notice of these damages is provided by the non-Defaulting Party to the breaching Party;

(ii) Except for an obligation to make payment when due, the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default specified below or to the extent excused by a Force Majeure) if this failure is not remedied within thirty (30) days after Notice of the failure, which Notice sets forth in reasonable detail the nature of the failure; *provided*, if the failure is not reasonably capable of being cured within the thirty (30) day cure period specified above, the Party will have such additional time (not exceeding an additional one hundred twenty (120) days) as is reasonably necessary to cure the failure, so long as the Party promptly commences and diligently pursues the cure;

(iii) A Party fails to make when due any payment required under this Agreement and this failure is not cured within five (5) Business Days after Notice of the failure;

(iv) A Party becomes Bankrupt; or

(v) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the

resulting, surviving or transferee entity fails to assume all the obligations of that Party under this Agreement either by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) [Intentionally Omitted]

(c) With respect to Seller:

(i) Seller fails to post and maintain the Development Security pursuant to Section 3.06(a), and such failure is not cured within three (3) Business Days after Notice from Anaheim;

(ii) Seller fails to post and maintain the Performance Assurance pursuant to Section 8.02, and such failure is not cured within three (3) Business Days after Notice from Anaheim;

(iii) Commercial Operation does not occur on or before the Commercial Operation Deadline;

(iv) Except as permitted in Sections 10.04 and 10.05, Seller does not own the Generating Facility;

(v) Seller does not have Site Control in accordance with Section 3.09 and Seller has not cured such failure within sixty (60) days after the occurrence of the event which results in the failure;

(vi) The sum of Qualified Amounts plus Lost Output in any consecutive six (6) month period is not at least ten percent (10%) of the Expected Annual Net Energy Production, and Seller fails to demonstrate to Anaheim's reasonable satisfaction, within ten (10) Business Days after Notice from Anaheim, a legitimate reason for the failure to meet the ten percent (10%) minimum;

(vii) Seller intentionally or knowingly Forecasts or delivers, or attempts to Forecast or deliver, at the Delivery Point for sale under this Agreement electric energy that was not in fact generated by the Generating Facility;

(viii) Seller removes from the Site equipment upon which the Contract Capacity has been based, except for the purposes of replacement, refurbishment, repair, or maintenance, and the equipment is not returned within five (5) Business Days after Notice from Anaheim;

(ix) The Generating Facility consists of an ERR type(s) different than that specified in Section 1.01(h);

(x) Subject to Section 1.12, the Generating Facility fails to qualify as an ERR, or the Generating Facility fails to meet the Representations or Warranties made in Section 10.02(b);

(xi) Except where there has been a change in Applicable Laws that would affect the eligibility of electric energy to qualify as renewable energy for the purposes of the RPS Legislation and Seller has made commercially reasonable efforts in accordance with Section 10.02(c) to comply with the change in Applicable Laws, any electric energy from the Generating Facility and sold or to be sold to Anaheim hereunder fails to qualify as eligible renewable energy for purposes of the RPS Legislation;

(xii) Except where there has been a change in Applicable Laws that no longer make Full Capacity Deliverability Status necessary for the purposes of Resource Adequacy Benefits, the Generating Facility loses Full Capacity Deliverability Status;

(xiii) A termination of, or cessation of service that is incurable under, any agreement necessary for Seller:

(1) To interconnect the Generating Facility to the Transmission Provider's electric system;

(2) To transmit the electric energy on the Transmission Provider's electric system; or

(3) To comply with the CAISO Tariff;

(xiv) Subject to Sections 1.12 and 3.01(c), as applicable, Seller fails to take any actions necessary to dedicate, convey, or effectuate the use of any and all Green Attributes, including that set forth in PUC 399.16 (b) (1) as evidenced by WREGIS certificates, and, if applicable, Capacity Attributes and Resource Adequacy Benefits for Anaheim's sole benefit as specified in Section 3.01;

(xv) Except for Credit and Collateral Requirements in ARTICLE Eight for which there is a separate Event of Default specified in this Section 6.01, Seller fails to satisfy the Credit and Collateral Requirements in ARTICLE Eight and the failure is not cured within three (3) Business Days after Notice of the failure;

(xvi) Subject to the terms of a Collateral Assignment Agreement, the occurrence and continuation of a default, event of default, or other similar condition or event under one or more agreements or instruments relating to indebtedness for borrowed money, which results in the indebtedness becoming, or becoming capable at such time of being declared, immediately due and payable;

(xvii) The assets of Seller has been pledged or assigned as collateral or otherwise to any party other than Lender;

(xviii) Seller transfers or assigns the WDAT Queue Position; or

(xix) Seller fails to meet Project milestones and the failure is not cured by the Milestone Cure Period date as set forth in EXHIBIT G – Seller's Milestone Schedule.

6.02 Early Termination.

There will be no opportunity for cure except as specified in Section 6.01 or pursuant to a Collateral Assignment Agreement agreed upon by Anaheim, Seller and Lender in accordance with Section 10.05.

If an Event of Default shall have occurred, the Party taking the default (the "Non-Defaulting Party") has the right:

(a) To designate by Notice, which will be effective five (5) Business Days after the Notice is given, a day, no later than twenty (20) days after the Notice is effective, for the early termination of this Agreement (an "Early Termination Date"); *provided*, a Non-Defaulting Party's right to terminate this Agreement pursuant to this Section 6.02(a) may only be exercised not later than two hundred forty (240) days from either (a) the date of the Non-Defaulting Party's Notice to the Defaulting Party of the act and/or omission giving rise to the applicable Event of Default; or, the date the Non-Defaulting Party becomes aware of the Event of Default, if no cure period is provided herein; and

(b) To pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

Upon the effective designation of an Early Termination Date, the Non-Defaulting Party will have the right to immediately suspend performance under this Agreement, including performance under Section 3.01(d) but excluding the obligation to post and maintain Development Security and Performance Assurance in accordance with Section 3.06 or ARTICLE Eight. Notwithstanding the foregoing, this ARTICLE Six shall not apply or govern those defaults described in and governed by Sections 1.12 and 2.04.

6.03 Termination Payment.

As soon as practicable after an Early Termination Date is declared, the Non-Defaulting Party shall provide Notice to the Defaulting Party of the Termination Payment.

The Notice must include a written statement setting forth, in reasonable detail, the calculation of such Termination Payment including the Forward Settlement Amount, together with appropriate supporting documentation.

If the Termination Payment is positive, the Defaulting Party shall pay such amount to the Non-Defaulting Party within ten (10) Business Days after the Notice is provided. If the Termination Payment is negative (i.e., the Non-Defaulting Party owes the Defaulting Party more than the Defaulting Party owes the Non-Defaulting Party), then the Non-Defaulting Party shall pay such amount to the Defaulting Party within thirty (30) days after the Notice is provided.

The Parties shall negotiate in good faith to resolve any disputes regarding the calculation of the Termination Payment. Any disputes which the Parties are unable to resolve through negotiation may be submitted for resolution through mediation as provided in ARTICLE Twelve.

*** *End of ARTICLE SIX* ***

ARTICLE SEVEN. LIMITATIONS OF LIABILITIES

EXCEPT AS SET FORTH HEREIN, THERE ARE NO WARRANTIES BY EITHER PARTY UNDER THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF.

FOR 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, THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE.

SUBJECT TO SECTION 12.03, IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PROVISIONS OF SECTION 10.03 (INDEMNITY), NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

NOTHING IN THIS ARTICLE PREVENTS, OR IS INTENDED TO PREVENT ANAHEIM FROM PROCEEDING AGAINST OR EXERCISING ITS RIGHTS WITH RESPECT TO ANY DEVELOPMENT SECURITY.

**** End of ARTICLE SEVEN ****

ARTICLE EIGHT. CREDIT AND COLLATERAL REQUIREMENTS

8.01 Financial Information.

(a) If requested by one Party, the other Party shall deliver the following financial statements, which in all cases must be for the most recent accounting period and prepared in accordance with GAAP:

(i) Within one hundred eighty (180) days following the end of each fiscal year, a copy of its annual report containing audited consolidated financial statements, if available, (income statement, balance sheet, statement of cash flows and statement of retained earnings and all accompanying notes) for such fiscal year, setting forth in each case in comparative form the figures for the previous year; and

(b) The financial statements specified in Sections 8.01(a)(i) above must be:

(i) Certified in accordance with all Applicable Laws, including all applicable SEC rules and regulations, if such Party is a SEC reporting company; or

(ii) In the case of Seller, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments) if such is not a SEC reporting company; and in the case of the Buyer, audited by the independent certified public accounting firm for the prior fiscal year;

(c) For purposes of the requirement set forth in Section 8.01(a):

(i) If a Party's financial statements are publicly available electronically on the website of that Party or the SEC, then the Party shall be deemed to have met this requirement; and

(ii) Should any such financial statements not be available on a timely basis due to a delay in preparation or certification, that delay will not be an Event of Default so long as the producing party diligently pursues the preparation, certification and delivery of the financial statements.

8.02 Development Security and Performance Assurance.

(a) Posting Performance Assurance.

On or before the commencement of the Term, Seller shall post Performance Assurance with Anaheim.

The Performance Assurance Amount due to Anaheim by Seller will be as set forth in Section 1.08.

The Performance Assurance Amount shall be posted to Anaheim and maintained at all times during the Term and thereafter until such time as Seller has satisfied all monetary obligations which survive any termination of this Agreement in any event not to exceed one year following the end of the Term.

The Performance Assurance Amount must be in the form of a Letter of Credit acceptable to Anaheim, *provided*, on the commencement of the Term, if Seller has posted the Development Security in the form a Letter of Credit and Anaheim has not either returned the Development Security to Seller or given Seller Notice, pursuant to EXHIBIT K, of its determination regarding the disposition of the Development Security by such date, then Seller may withhold the portion of the Performance Assurance Amount equal to the Development Security or any portion thereof held by Anaheim at that time until three (3) Business Days following the later of Seller's receipt or forfeiture of the Development Security or any portion thereof pursuant to Section 3.06 and EXHIBIT K after which Seller shall be obligated to post the full Performance Assurance Amount.

(b) Letters of Credit.

Development Security and Performance Assurance provided in the form of a Letter of Credit must be subject to the following provisions:

(i) Each Letter of Credit must be maintained for the benefit of Anaheim;

(ii) Seller shall:

(1) Renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit;

(2) If the bank that issued an outstanding Letter of Credit has indicated its intent not to renew or extend such Letter of Credit, provide alternative Development Security or Performance Assurance acceptable to Anaheim at least twenty (20) Business Days before the expiration of the outstanding Letter of Credit; and

(3) If the bank issuing a Letter of Credit fails to honor Anaheim's properly documented request to draw on an outstanding Letter of Credit, Seller shall provide alternative Development Security or Performance Assurance acceptable to Anaheim within three (3) Business Days after such refusal;

(iii) Upon the occurrence of a Letter of Credit Default, Seller shall provide to Anaheim either a substitute Letter of Credit or alternative Development Security and Performance Assurance acceptable to Anaheim, in each case on or before the first Business Day after the occurrence thereof.

(iv) Upon the occurrence of Letter of Credit Derating, Seller shall provide to Anaheim either a substitute Letter of Credit or alternative Development

Security or Performance Assurance acceptable to Anaheim, in each case on or before the third (3rd) Business Day after the occurrence of the Letter of Credit Derating;

(v) Upon, or at any time after the occurrence and continuation of an Event of Default by Seller, if an Early Termination Date has occurred or been designated as a result of an Event of Default by Seller for which there exist any unsatisfied payment obligations, then Anaheim may draw on any undrawn portion of any outstanding Letter of Credit upon submission to the bank issuing such Letter of Credit of one or more certificates specifying that such Event of Default or Early Termination Date has occurred and is continuing.

In addition, Anaheim will have the right to draw on the Letter of Credit for any of the following reasons:

(1) The Letter of Credit will expire in fewer than ten (10) Local Business Days and Seller has not provided Anaheim alternative Development Security or Performance Assurance acceptable to Anaheim.

(2) The Seller or the issuer of the Letter of Credit has provided written Notice to Anaheim of either Seller's or the issuer's intent not to renew or extend the Letter of Credit following the present expiration date thereof ("Notice of Non-Renewal"), and Seller has failed to provide Anaheim with a replacement Letter of Credit satisfactory to Anaheim, in its sole discretion, within thirty (30) days following the date of the Notice of Non-Renewal.

(3) Anaheim has not been paid any or all of Seller's payment obligations due and payable under the Agreement.

Cash proceeds received by Anaheim from drawing upon the Letter of Credit pursuant to this Section 8.02(b)(v) (except item (3) above for payment obligations due and payable) will be deemed Development Security or Performance Assurance as security for Seller's obligations to Anaheim and Anaheim will have the rights and remedies set forth in Section 8.02(a) with respect to such cash proceeds.

Notwithstanding Anaheim's receipt of cash proceeds of a drawing under the Letter of Credit, Seller shall remain liable for any:

(4) Failure to provide or maintain sufficient Development Security or Performance Assurance (including failure to replenish a Letter of Credit to the full Development Security or Performance Assurance Amount in the event that Anaheim draws against the Letter of Credit for any reason other than to satisfy a Termination Payment); or

(5) Any amounts owing to Anaheim and remaining unpaid after the application of the amounts so drawn by Anaheim; and

(vi) In all cases, the costs and expenses of establishing, renewing, replenishing, substituting, canceling, and increasing the amount of a Letter of Credit will be borne solely by Seller.

8.03 First Priority Security Interest.

To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Anaheim a present and continuing first-priority security interest ("Security Interest") in, and lien on (and right to net against), and assignment of the Development Security and Performance Assurance posted pursuant to Sections 3.06 and 8.02, and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Anaheim, and Seller agrees to take all action as Anaheim reasonably requires in order to perfect Anaheim's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of, and during the continuation of, an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Anaheim is authorized to retain all or a portion of the Development Security or Performance Assurance, Anaheim may do any one or more of the following:

(a) Exercise any of its rights and remedies with respect to the Development Security and Performance Assurance, including any such rights and remedies under Applicable Laws then in effect;

(b) Draw on any outstanding Letter of Credit issued for its benefit; and

(c) Liquidate all Development Security and Performance Assurance then held by or for the benefit of Anaheim free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Anaheim shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under this Agreement, subject to Anaheim's obligation to return any surplus proceeds remaining after these obligations are satisfied in full. Notwithstanding the foregoing, Seller remains liable for any amounts owing to Anaheim after such application.

8.04 Credit and Collateral Covenants.

(a) Seller shall, from time to time as requested by Anaheim, execute, acknowledge, record, register, deliver, and file all such notices, statements, instruments, and other documents as maybe necessary or advisable to render fully valid and enforceable under all Applicable Laws the rights, liens, and priorities of Anaheim with respect to the Security Interest provided for herein and therein.

(b) Except for Seller's ability to do so in the ordinary course of business for corporate purposes or in connection with a portfolio financing of the Seller's upstream parent companies, Seller may not cause or permit the stock, equity ownership interest in Seller to be pledged or assigned as collateral or otherwise to any party other than Lender consistent with the provisions of this Agreement. Additionally, Seller may not cause or permit the assets of Seller to be pledged or assigned as collateral or otherwise to any party other than Lender consistent with the provisions of this Agreement.

(c) Except for Seller's ability to do so in connection with portfolio financing of the Seller's upstream parent companies, which includes acting as a guarantor of obligations or premium payments that may be due under such portfolio bonding program or other similar programs that are customary in the landfill gas to energy industry, Seller may not create, incur, issue, assume, guarantee, or otherwise become directly or indirectly liable for, contingently or otherwise, any Seller's Debt, or issue any Disqualified Stock, in each case, other than Seller's Debt incurred, issued, assumed or guaranteed, or Disqualified Stock issued, in connection with the funding of the development, construction, or Operation of the Generating Facility.

(d) Except for liens for the benefit of Lender, Seller may not create, incur, assume or suffer to be created by it or any subcontractor, employee, laborer, material man, other supplier of goods or services or any other person, any lien on Seller's interest (or any part thereof) in this Agreement, the Site, or the Generating Facility.

Seller promptly shall pay or discharge, or shall cause its contractors to promptly pay and discharge, and discharge of record, any such lien for labor, materials, supplies or other obligations upon Seller's interest in the Site, the Generating Facility, or any part thereof or interest therein, unless Seller is disputing any such lien in good faith and only for so long as it does not create an imminent risk of a sale or transfer of the Generating Facility or any part thereof.

Seller shall promptly notify Anaheim of any attachment or imposition of any lien against Seller's interest (or any part thereof) in the Site, the Generating Facility, or any part thereof or interest therein.

(e) Seller may not hold any material assets, become liable for any material obligations or engage in any material business activities other than the development, construction and Operation of the Generating Facility or its obligations under the Lease. The foregoing sentence shall not excuse or be read to authorize an Event of Default or any other failure to perform under this Agreement.

(f) Seller may not own, form or acquire, or otherwise conduct any of its activities through, any direct or indirect subsidiary.

(g) During any period during which Seller is a Defaulting Party, Seller may not:

(i) Declare or pay any dividend, or make any other distribution or payment, on account of any equity interest in Seller; or

(ii) Otherwise make any distribution or payment to any Affiliate of Seller.

8.05 Commercial Code Waiver.

This Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral, and adequate assurances. Except as expressly set forth in ARTICLE Eight of this Agreement, neither Party:

(a) Has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever; or

(b) Will have reasonable grounds for insecurity with respect to the creditworthiness of a Party that is complying with the relevant provisions of ARTICLE Eight of this Agreement;

and all implied rights relating to financial assurances arising from Section 2609 of the California Commercial Code or case law applying similar doctrines, are hereby waived.

*** *End of ARTICLE EIGHT* ***

ARTICLE NINE. GOVERNMENTAL CHARGES

9.01 Cooperation to Minimize Tax Liabilities.

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

9.02 Governmental Charges.

Seller shall pay or cause to be paid all taxes imposed by any Governmental Authority ("Governmental Charges") on or with respect to the Metered Amounts (and any contract associated with the Metered Amounts) arising before the Delivery Point, including ad valorem taxes and other taxes attributable to the Generating Facility, land, land rights, or interests in land for the Generating Facility.

Anaheim shall pay or cause to be paid all Governmental Charges on or with respect to the Metered Amounts at and from the Delivery Point. If Seller is required by law or regulation to remit or pay Governmental Charges which are Anaheim's responsibility hereunder, Anaheim shall promptly reimburse Seller for such Governmental Charges upon Seller's proof of payment thereof.

If Anaheim is required by Applicable Laws to remit or pay Governmental Charges which are Seller's responsibility hereunder, Anaheim may deduct or offset such amounts from Monthly Cash Settlement Amount to Seller made pursuant to EXHIBIT E.

If Anaheim elects not to deduct or offset such amounts from Seller's Monthly Cash Settlement Amount, Seller shall promptly reimburse Anaheim for such amounts upon Anaheim's Payment Invoice request. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which that Party is exempt under the law.

9.03 Providing Information to Taxing Authorities.

Seller or Anaheim, as necessary, shall provide information concerning the Generating Facility to any requesting taxing authority.

*** *End of ARTICLE NINE* ***

ARTICLE TEN. MISCELLANEOUS

10.01 Representations and Warranties.

On the Effective Date, each Party represents and warrants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) The execution, delivery, and performance of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party, or any law, rule, regulation, order or the like applicable to it;

(c) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses;

(d) There is not pending, or to its knowledge, threatened against it or, in the case of Seller, any of its Affiliates, any legal proceedings that could materially adversely affect its ability to perform under this Agreement;

(e) No Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;

(f) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions, and risks of this Agreement.

It has not relied upon any promises, representations, statements, or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement; and

(g) It has entered into this Agreement in connection with the conduct of its business, and it has the capacity or ability to make or take delivery of the Product as contemplated in this Agreement.

10.02 Additional Seller Representations, Warranties and Covenants.

(a) Seller hereby covenants to Anaheim that throughout the Delivery Term:

(i) Seller shall own and Operate the Generating Facility;

(ii) Seller shall deliver to Anaheim the Product free and clear of all liens, security interests, claims, and encumbrances or any interest therein or thereto by any person;

(iii) Seller has the right to sell all rights, title, and interest in the Product, including any of its Green Attributes, to Anaheim throughout the Term, and, except as set forth herein;

(iv) Seller shall not sell the Product to any other person or entity;

(v) Seller shall hold the rights to all Green Attributes and, if applicable, Capacity Attributes and Resource Adequacy Benefits, which Seller has conveyed and has committed to convey to Anaheim hereunder;

(vi) Seller shall obtain, maintain, and remain in compliance with all Permits, interconnection agreements, and transmission rights necessary to Operate the Generating Facility and to deliver electric energy from the Generating Facility to the Delivery Point;

(vii) Subject to Sections 1.12, 3.03 and 3.20, Seller shall take all actions necessary for the Project to qualify and be certified by the CEC as an ERR;

(viii) Subject to Section 1.12, Seller shall take all necessary steps, including making or supporting timely filings with the CEC, to obtain and maintain CEC Certification and CEC Verification throughout the Delivery Term; and

(ix) Subject to Sections 1.12, 3.03 and 3.20, Seller shall take all actions necessary for the Product delivered to Anaheim to qualify under the requirements of the California Renewables Portfolio Standard and to meet the criteria set forth in California Public Utilities Code Section 399.16(b)(1).

(x) Seller shall at all times operate the Generating Facility in full compliance with all applicable local, state, and federal laws, rules, and regulations, including without limitation those related to Cal/OSHA, Fed/OSHA, and environmental compliance.

(b) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that:

(i) The Project qualifies and is certified by the CEC as an ERR as such term is defined in California Public Utilities Code Section 399.12, and the Project's output delivered to Anaheim meets the criteria set forth in PUC Section 399.16 (b)(1); and

(ii) The Project's output delivered to Anaheim qualifies under the requirements of the California Renewables Portfolio Standard.

To the extent a change in Applicable Laws occur after execution of this Agreement that causes this representation and warranty to be materially false or misleading; it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Applicable Laws.

(c) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Anaheim conform to the definition and attributes required for compliance with the RPS Legislation. To the extent a change in Applicable Laws occur after execution of this Agreement that causes this representation and warranty to be materially false or misleading; it shall be governed by Section 1.12.

(d) The term "commercially reasonable efforts" as used in Section 10.02(b) and Section 10.02(c) means efforts consistent with and subject to Section 1.12.

(e) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Anaheim to be tracked in the Western Renewable Energy Generation Information System (WREGIS) will be taken prior to the first delivery under the Agreement.

10.03 Indemnity.

(a) Anaheim's Indemnification Obligations.

In addition to any other indemnification obligations Anaheim may have elsewhere in this Agreement, which are hereby incorporated in this Section 10.03(a), Anaheim releases, and shall indemnify, defend and hold harmless Seller, and Seller's directors, members, managers, officers, employees, agents, assigns, and successors in interest, from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense of any kind or nature (including any direct, damage, claim, cost, charge, demand, or expense, and attorneys' fees (including cost of in-house counsel) and other costs of litigation, arbitration and mediation, and in the case of third-party claims *only*, indirect and consequential loss or damage), arising out of or in connection with:

(i) any breach made by Anaheim of its representations and warranties in Sections 10.01 and 10.02: and

(ii) so long as Seller has fully complied with the Generator Operator Obligations and Generator Owner Obligations, any NERC Standards Non-Compliance Penalties which are solely due to Anaheim's negligence in performing its role as Seller's Scheduling Coordinator throughout the Delivery Term; and

(iii) injury or death to persons, including Seller's employees, and physical damage to property, including Seller's property, to the extent (i) the damage arises out of, is related to, or is in connection with, Anaheim's negligent performance of its obligations under this Agreement, and (ii) damage to Seller's property is not covered under either of the property insurance coverages required in Sections 10.11(a).

(b) Seller's Indemnification Obligations.

In addition to any other indemnification obligations Seller may have elsewhere in this Agreement, which are hereby incorporated in this Section 10.03(b), Seller releases, and shall indemnify, defend and hold harmless Anaheim, and Anaheim's elected and appointed officials, officers, employees, agents, assigns, and successors in interest, from and against any and all loss, liability, damage, claim, cost, charge, demand, penalty, fine, or expense of any kind or nature (including any direct, damage, claim, cost, charge, demand, or expense, and attorneys' fees (including cost of in-house counsel) and other costs of litigation, arbitration, or mediation, and in the case of third-party claims *only*, including claims arising from a breach of Section 10.02(b), indirect or consequential loss or damage), arising out of or in connection with:

(i) any breach made by Seller of its representations and warranties in Sections 10.01 and 10.02;

(ii) Seller's failure to fulfill its obligations regarding Resource Adequacy Benefits as set forth in Sections 3.01 and 3.02;

(iii) NERC Standards Non-Compliance Penalties or an attempt by any Governmental Authority, person or entity to assess such NERC Standards Non-Compliance Penalties against Anaheim, except to the extent solely due to Anaheim's negligence in performing its role as Seller's Scheduling Coordinator throughout the Delivery Term;

(iv) injury or death to persons, including Anaheim employees, and physical damage to property, including Anaheim property, to the extent (i) the damage arises out of, is related to, or is in connection with, Seller's negligent performance of its obligations under this Agreement, and (ii)damage to Anaheim's property is not covered under property insurance carried by Anaheim;

(v) injury or death to any person or damage to any property, including the personnel or property of Anaheim, to the extent that Anaheim would have been protected had Seller complied with all of the provisions of Section 10.11; *provided*, the inclusion of this Section 10.03(b)(v) is not intended to create any express or implied right in Seller to elect not to provide the insurance required under Section 10.11;

(vi) any breach by Seller of the covenants set forth in Section 2.06(b), or:

(vii) any breach by Seller of the obligations set forth in Section 3.19. In addition, Seller waives any and all rights whatsoever that Seller may otherwise have against Anaheim (including without limitation any right of reimbursement) with respect to Prevailing Wage Laws.

This indemnity applies notwithstanding Anaheim's active or passive negligence. However, Anaheim will not be indemnified under Section 10.03(b)(i) through Section 10.03(b)(iv) for its loss, liability, damage, claim, cost, charge, demand, or expense to the extent caused by its gross negligence or willful misconduct.

(c) Mutual Indemnification.

Each Party shall indemnify, defend and hold harmless the other Party and the other Party's directors, members, managers, officers and in the case of Anaheim elected and appoint officials, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense of any kind or nature (including direct, indirect, or consequential loss, damage, claim, cost, charge, demand, or expense, including attorneys' fees (including costs of in-house counsel) and other costs of litigation, arbitration or mediation), arising out of or in connection with a Party's failure to pay any Governmental Charges for which such Party is responsible under ARTICLE Nine.

(d) Indemnification Claims.

All claims for indemnification by a Party entitled to be indemnified under this Agreement (an "Indemnified Party") by the other Party (the "Indemnitor") will be asserted and resolved as follows:

(i) If a claim or demand for which an Indemnified Party may claim indemnity is asserted against or sought to be collected from an Indemnified Party by a third party, the Indemnified Party shall as promptly as practicable give Notice to the Indemnitor; *provided*, failure to provide this Notice will relieve Indemnitor only to the extent that the failure actually prejudices Indemnitor.

(ii) Indemnitor will have the right to control the defense and settlement of any claims in a manner not adverse to Indemnified Party but cannot admit any liability or enter into any settlement without Indemnified Party's approval.

(iii) Indemnified Party may employ counsel at its own expense with respect to any claims or demands asserted or sought to be collected against it; *provided*, if counsel is employed due to a conflict of interest or because Indemnitor does not assume control of the defense, Indemnitor will bear the expense of this counsel.

(e) Survival of Indemnification Rights and Obligations.

All indemnity rights and obligations survive the termination of this Agreement.

10.04 Assignment.

(a) Except as provided in Section 10.05, neither Party can assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(b) Any direct change of control of Seller (whether voluntary or by operation of law) will be deemed an assignment and will require the prior written consent of Anaheim, which consent shall not be unreasonably withheld. For this purpose, "control" means the ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power. For the avoidance of doubt, Anaheim's consent shall not be required for the merger or sale of any parent of Seller including, without limitation, Montauk Energy Capital, LLC, Montauk Energy Holdings, LLC or Johnnic Holdings USA LLC.

10.05 Consent to Collateral Assignment.

Subject to the provisions of this Section 10.05, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Generating Facility.

In connection with any financing or refinancing of the Generating Facility by Seller, Anaheim shall in good faith work with Seller and Lender to agree upon consent to collateral assignment of this Agreement ("Collateral Assignment Agreement").

The Collateral Assignment Agreement must be in form and substance agreed to by Anaheim, Seller, and Lender, and must include, among others, the following provisions:

(a) Anaheim shall give Notice of an Event of Default by Seller, to the person(s) to be specified by Lender in the Collateral Assignment Agreement, before exercising its right to terminate this Agreement as a result of such Event of Default;

(b) Following an Event of Default by Seller under this Agreement, Anaheim may require Seller or Lender to provide to Anaheim a report concerning:

(i) The status of efforts by Seller or Lender to develop a plan to cure the Event of Default;

(ii) Impediments to the cure plan or its development;

(iii) If a cure plan has been adopted, the status of the cure plan's implementation (including any modifications to the plan as well as the expected timeframe within which any cure is expected to be implemented); and

(iv) Any other information which Anaheim may reasonably require related to the development, implementation, and timetable of the cure plan.

Seller or Lender must provide the report to Anaheim within ten (10) Business Days after Notice from Anaheim requesting the report. Anaheim will have no further right to require the report with respect to a particular Event of Default after that Event of Default has been cured;

(c) Lender will have the right to cure an Event of Default on behalf of Seller, only if Lender sends a written notice to Anaheim before the end of any cure period indicating Lender's intention to cure. Lender must remedy or cure the Event of Default within the cure period under this Agreement; *provided*, such cure period may, in Anaheim's sole discretion, be extended by no more than an additional one hundred eighty (180) days;

(d) Lender will have the right to receive prior written notice before any termination of this Agreement which does not arise out of an Event of Default;

(e) Lender will receive prior written notice of material amendments to this Agreement;

(f) If Lender, directly or indirectly, takes possession of, or title to the Generating Facility (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure), Lender must assume all of Seller's obligations arising under this Agreement and all related agreements (subject to such limits on liability as are mutually agreed to by Seller, Anaheim, and Lender as set forth in the Collateral Assignment Agreement); *provided*, before such assumption, if Anaheim advises Lender that Anaheim will require that Lender cure (or cause to be cured) any Event of Default existing as of the possession date in order to avoid the exercise by Anaheim (in its sole discretion) of Anaheim's right to terminate this Agreement with respect to such Event of Default, then Lender at its option, and in its sole discretion, may elect to either:

(i) Cause such Event of Default to be cured, or

(ii) Not assume this Agreement, in which case this Agreement terminates unimpeded either by operation of law or the terms of this Agreement, as applicable;

(g) If Lender elects to sell or transfer the Generating Facility (after Lender directly or indirectly, takes possession of, or title to the Generating Facility), or sale of the Generating Facility occurs through the actions of Lender (for example, a foreclosure sale where a third party is the buyer, or otherwise), then Lender must cause the transferee or buyer to assume all of Seller's obligations arising under this Agreement and all related agreements as a condition of the sale or transfer.

Such sale or transfer may be made only to an entity with financial qualifications (including collateral support and any other additional security as maybe required by Anaheim) and Operating experience equivalent to that of Seller as of the Effective Date satisfactory to Anaheim in its sole discretion; and

(h) If this Agreement is rejected in Seller's Bankruptcy or otherwise terminated in connection therewith and if Lender or its designee, directly or indirectly, takes

possession of, or title to, the Generating Facility (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure), Lender must itself or must cause its designee to promptly enter into a new agreement with Anaheim having substantially the same terms as this Agreement.

10.06 Abandonment.

Seller may not relinquish its possession and control of the Generating Facility without the prior written consent of Anaheim except under circumstances provided for in Sections 10.04 and 10.05.

For purposes of this Section 10.06, Seller will have been deemed to relinquish possession of the Generating Facility if Seller has ceased work on the Generating Facility prior to the Commercial Operation Date or the Generating Facility has ceased production and delivery of the Product for a consecutive ninety (90) day period and such cessation is not a result of an event of Force Majeure or a breach of this Agreement by Anaheim.

10.07 Governing Law.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED, AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

10.08 Notices.

All notices, requests, invoices, statements or payments must be made as specified in EXHIBIT C.

Notices (other than Forecasts, scheduling requests or equivalent requests) must, unless otherwise specified herein, be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, or facsimile. Notices of curtailment (or equivalent orders) may be oral or written and must be made in accordance with accepted industry practices for such notices.

Notice provided in accordance with this Section 10.08 will be deemed given as follows:

(a) Notice by facsimile or hand delivery will be deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise will be deemed given at the close of business on the next Business Day;

(b) Notice by overnight United States mail or courier service will be deemed given on the next Business Day after such Notice was sent out;

(c) Notice by first class United States mail will be deemed given two (2) Business Days after the postmarked date.

Notices will be effective on the date deemed given, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

A Party may change its designated representatives, addresses, and other contact information in EXHIBIT C by providing Notice of same in accordance herewith.

10.09 General.

(a) This Agreement constitutes the entire agreement between the Parties relating to its subject matter. In the event the terms of this Agreement (excluding the Exhibits) or the Exhibits conflict, the terms of the Agreement (excluding the Exhibits) shall govern.

(b) This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and may not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof.

(c) Except to the extent provided for herein, no amendment or modification to this Agreement will be enforceable unless reduced to a writing signed by all Parties. Notwithstanding the foregoing, EXHIBIT D and EXHIBIT D-1, may be amended from time to time; provided the Parties mutually agree in writing through each Party's designated representative. Such amendment shall be considered an element of administration of the Agreement and shall be deemed a change or an amendment of this Agreement not requiring the further consent of either Party, except as set forth herein. In the case of Buyer, any such amendment will require the approval as to form of the Anaheim City Attorney Office; this amendment shall be incorporated into this Agreement.

(d) This Agreement does not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

(e) Waiver by a Party of any default by the other Party may not be construed as a waiver of any other default.

(f) The term "including" when used in this Agreement is by way of example only and may not be considered in any way to be in limitation.

(g) The word "or" when used in this Agreement includes the meaning "and/or" unless the context unambiguously dictates otherwise.

(h) The headings used in this Agreement are for convenience and reference purposes only. Words having well-known technical or industry meanings have those meanings unless otherwise specifically defined in this Agreement.

(i) Where days are not specifically designated as Business Days, they will be considered as calendar days.

(j) This Agreement is binding on each Party's successors and permitted assigns.

(k) No provision of this Agreement is intended to contradict or supersede any applicable agreement covering transmission, distribution, metering, scheduling, or interconnection. In the event of an apparent contradiction between this Agreement and any such agreement, the applicable agreement controls.

(l) Whenever this Agreement specifically refers to any law, code section, regulation, tariff, government department or agency, regional reliability council, Transmission Provider, or credit rating agency, the Parties hereby agree that the reference also refers to any successor to such law, tariff or organization.

(m) The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a "forward contract" within the meaning of the Bankruptcy Code and that Anaheim and Seller are each "forward contract merchants" within the meaning of the Bankruptcy Code.

(n) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes; *provided however*, original (wet) signatures are required for the execution and delivery of the originals and any amendments of this Agreement, as applicable.

(o) Each Party shall act in good faith in its performance under this Agreement.

(p) All dollar amounts set forth in this Agreement are in U.S. dollars.

10.10 Confidentiality.

(a) Terms and Conditions of this Agreement.

Neither Party shall disclose Confidential Information to a third party, other than:

(i) To such Party's employees, Lenders, counsel, accountants, advisors or investors, and in the case of Anaheim, its elected or appointed officials, in each case who have a need to know such information and have agreed to keep such terms confidential;

(ii) To potential Lenders with the consent of Anaheim, which consent will not be unreasonably withheld; *provided*, disclosure:

(1) Of cash flow and other financial projections to any potential Lender in connection with a potential loan or tax equity investment; or

(2) Of Confidential Information to potential Lenders with whom Seller has negotiated (but not necessarily executed) a term sheet or other similar written mutual understanding.

does not require Anaheim's consent, and provided further that, in each case such potential Lender has a need to know this information and has agreed to keep such terms confidential;

(iii) As required by the California Public Records Act, Cal. Govt. Code §§ 6250 et. seq. ("CPRA") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et. seq. ("Brown Act"); to the extent permitted by law, Anaheim may, without violating this Agreement or having any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out such disclosure to a third party any Confidential Information, disclose matters that are made confidential by this Agreement to governmental officials or the public as required by any law, regulation, order, rule, order, ruling or other requirement of Applicable Law. Notwithstanding the foregoing, if Anaheim receives a request for disclosure of Confidential Information, Anaheim shall give Seller prompt written notice at the address designated herein prior to any disclosure of Confidential Information. Anaheim will disclose only such information as is legally required; provided, however, Anaheim shall not be obligated to incur any cost or expense in preventing or limiting such disclosure.

(iv) To the CAISO or as otherwise may reasonably be required in order to participate in any auction, market, or other process pertaining to the allocation of priorities or rights related to the transmission of electric energy sold or to be sold to Anaheim hereunder;

(v) In order to comply with any Applicable Law or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the Party making a disclosure of Confidential Information, other than to those entities set forth in Section 10.10(a)(vi);

(vi) In order to comply with any applicable regulation, rule, or order of the CEC, FERC, any court, administrative agency, legislative body or other tribunal, or any mandatory discovery or data request of a party to any proceeding pending before any of the foregoing;

(vii) To any governmental body, the CAISO or any local control area or regional authority having jurisdiction in order to support Anaheim's resource adequacy requirement showings, if applicable; *provided*,

Anaheim shall, to the extent reasonable, use reasonable efforts to limit the ability of any such applicable governmental body, CAISO, local control area, or regional authority to further disclose such information;

(viii) As may reasonably be required to participate in the WREGIS or other process recognized under Applicable Laws for the registration, transfer, or ownership of Green Attributes associated with the Generating Facility;

(ix) To representatives of a Party's credit ratings agencies:

(1) Who have a need to review the terms and conditions of this Agreement for the purpose of assisting the Party in evaluating this Agreement for credit rating purposes and have agreed to keep this information confidential; or

(2) With respect to the potential impact of this Agreement on the Party's financial reporting obligations;

(x) In connection with discovery requests or orders pertaining to the non-public terms of this Agreement as referenced in Sections 10.10(a)(v) and 10.10(a)(vi) ("Disclosure Order") each Party shall, to the extent practicable, use reasonable efforts to:

(1) Notify the other Party before disclosing the Confidential Information; and

(2) Prevent or limit such disclosure, except that the Receiving Party shall not be obligated to incur any cost or expense.

After using such reasonable efforts, the Receiving Party will not be:

(3) Prohibited from complying with a Disclosure Order; or

(4) Liable to the other Party for monetary or other damages incurred in connection with the disclosure of the Confidential Information.

Except as provided in the preceding sentence, the Parties are entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation.

10.11 Insurance.

(a) Starting on the Effective Date and throughout the Delivery Term of this Agreement and for such additional periods as may be specified below, or for such alternate periods as specifically set forth below, Seller shall, at its own expense, provide and maintain in effect the insurance policies and minimum limits of coverage specified below, and such additional coverage as may be required by applicable law, with insurance companies which are admitted to write business in

the state in which the services are to be performed and which have an A.M. Best's Insurance Rating of not less than A-:VII. The minimum insurance requirements specified herein do not in any way limit or relieve Seller of any obligation assumed elsewhere in this Agreement, including, but not limited to, Seller's defense and indemnity obligations.

(i) Workers' Compensation Insurance with the statutory limits required by the state having jurisdiction over Seller's employees;

(ii) Employer's Liability Insurance with limits of not less than:

(1) Bodily injury by accident – One Million dollars ($1,000,000) each accident

(2) Bodily injury by disease – One Million dollars ($1,000,000) policy limit

(3) Bodily injury by disease – One Million dollars ($1,000,000) each employee

(iii) Commercial General Liability Insurance, (which, except with the prior written consent of Anaheim, at Anaheim's discretion, and subject to subsections (l) and (2) below, shall be written on an "occurrence," not a "claims-made" basis), covering all operations by or on behalf of Seller arising out of or connected with this Agreement, including coverage for bodily injury, broad form property damage, personal and advertising injury, products/completed operations, and contractual liability. Such insurance shall bear a combined single limit per occurrence and annual aggregate of not less than one million dollars ($1,000,000), exclusive of defense costs, for all coverages. Such insurance shall contain standard cross-liability and severability of interest provisions. Such insurance may, with Anaheim's prior written approval, be subject to a deductible or self-insured retention not to exceed $50,000 per occurrence. Should Seller elect, with Anaheim's prior approval, to carry/utilize a self-insured retention on this line of coverage, then as respects the additional insureds set forth in Section 10.11(b), below, such self-insurance shall operate in such a manner that such additional insureds shall have the same rights, and the self-insurance program shall have the same obligations to such additional insureds, as such additional insureds would have had should the Seller have met this requirement by securing and maintaining primary commercial insurance, written on a first-dollar basis, on a coverage form at least equal to the most current standard ISO coverage form (as of the date of execution of this Agreement) applicable to commercial general liability coverage.

If Seller elects, with Anaheim's written concurrence at Anaheim's sole discretion, to use a "claims made" form of Commercial General Liability Insurance, then the following additional requirements apply:

(1) The retroactive date of the policy must be prior to the Effective Date; and

(2) Either the coverage must be maintained for a period of not less than five (5) years after the Agreement terminates, or the policy must provide for a supplemental extended reporting period of not less than five (5) years after the Agreement terminates.

(iv) Commercial Automobile Liability Insurance covering bodily injury and property damage with a combined single limit of not less than One Million dollars ($1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired automobiles in the performance of the Agreement.

(v) Umbrella/Excess Liability Insurance, written on an "occurrence", not a "claims-made" basis, providing coverage excess of the underlying Employer's Liability, Commercial General Liability, and Commercial Automobile Liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than Ten Million Dollars ($10,000,000) per occurrence and in the annual aggregate. The insurance requirements of this Section 10.11 can be provided by any combination of Seller's primary and umbrella/excess liability policies.

(vi) All-Risk Builders' Risk Insurance. During the entire construction period, Seller shall maintain, or cause to be maintained, All-Risk Builders' Risk Insurance in an amount not less than 100% of the replacement cost of the Generating Facility to protect against loss of, damage to, or destruction of the Generating Facility, and including expediting expense coverage. Such Builder's Risk Insurance shall also provide for Boiler and Machinery Coverage (or, at Seller's option, the required Boiler and Machinery Coverage may be written as a stand-alone coverage with a joint loss adjustment agreement with the Property Insurance policy/insurer). Such Insurance shall contain a waiver of subrogation in favor of Anaheim.

(vii) All-Risk Property Insurance. At the expiration date of the Builders' Risk Insurance, Seller shall purchase and maintain All-Risk Property Insurance in an amount not less than the replacement cost of the Generating Facility to protect against loss of, damage to, or destruction of the Generating Facility, and including expediting expense coverage. Such Property Insurance shall also provide for Boiler and Machinery Coverage (or, at Seller's option, the required Boiler and Machinery Coverage maybe written as a stand-alone coverage with a joint loss adjustment agreement with the Property Insurance policy/insurer). Such Insurance shall contain a waiver of subrogation in favor of Anaheim.

(b) The insurance required above shall apply as primary insurance to, without a right of contribution from, any other insurance or self-insurance maintained by or afforded to Anaheim and its respective officers, officials, agents, and employees, regardless of any conflicting provision in Seller's policies to the contrary. To the extent permitted by law, Seller and its insurers shall be required to waive all rights of recovery from or subrogation against Anaheim and its respective officers, officials, agents, employees and insurers.

(c) The Commercial General Liability and Umbrella/Excess Liability insurance required above shall name, by endorsement (or by blanket policy language, reasonably acceptable to Anaheim, extending additional insured status to whomever the insured agrees by written contract), Anaheim and its respective officers, officials, agents and employees, as additional insureds for liability arising out of Seller's (i) construction, ownership or Operation of the Generating Facility, and (ii) acts or omissions arising out of or in connection this Agreement.

(d) At the time this Agreement is executed, or within a reasonable time thereafter (but prior to work commencing under this Agreement), and within a reasonable time after coverage is renewed or replaced, Seller shall furnish to Anaheim certificates of insurance evidencing the coverage required above, written on forms and with deductibles reasonably acceptable to Anaheim. All deductibles, co-insurance and self-insured retentions applicable to the insurance above shall be paid by Seller. Should any of insurance required herein be cancelled or non-renewed by the insurer, Seller shall, within four working days, notify Anaheim of such occurrence by (i) telephone call, (ii) email, and (iii) providing Notice. Anaheim's receipt of certificates that do not comply with the requirements stated herein, or Seller's failure to provide certificates, shall not limit or relieve Seller of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section 10.11 and shall not constitute a waiver of any of the requirements in this Section 10.11.

(e) If Seller fails to comply with any of the provisions of this Section 10.11, Seller, among other things and without restricting Anaheim's remedies under the law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. With respect to the required Commercial General Liability, Umbrella/Excess Liability and Commercial Automobile Liability insurance, Seller shall provide a current, full and complete defense to Anaheim, and its respective officers, elected and appointed officials, agents, employees, assigns, and successors in interest, in response to a third party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above.

(f) Anaheim's Risk Manager has the authority, in his sole discretion, to reduce the insurance requirements set forth herein should he determine that doing so is in the best interests of Anaheim.

10.12 Nondedication.

Notwithstanding any other provisions of this Agreement, neither Party dedicates any of the rights that are or may be derived from this Agreement or any part of its facilities involved in the performance of this Agreement to the public or to the service provided under this Agreement, and this service shall cease upon termination of this Agreement.

10.13 Mobile Sierra.

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) (the "Mobile Sierra" doctrine).

Notwithstanding any provision of Agreement, and absent the prior written agreement of the Parties, each Party, to the fullest extent permitted by Applicable Laws, for itself and its respective successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Sections 205, 206, or 306 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation, supporting a third party seeking to obtain or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any Section of this Agreement specifying any rate or other material economic terms and conditions agreed to by the Parties.

10.14 Simple Interest Payments.

Except as specifically provided in this Agreement, any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement will be eligible to receive a Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.

10.15 Payments.

Payments to be made under this Agreement must be made by wire transfer or Automated Clearing House (ACH).

10.16 Seller Ownership and Control of Generating Facility.

Seller agrees, that, in accordance with FERC Order No. 697, upon request of Anaheim, Seller shall submit a letter of concurrence in support of any affirmative statement by Anaheim that the contractual arrangement set forth in this Agreement does not transfer "ownership or control of generation capacity" from Seller to Anaheim as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to FERC Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Seller to Anaheim.

10.17 Required Material.

Seller acknowledges and agrees that, notwithstanding anything to the contrary set forth herein, any review, approval, request, or requirement of any Required Material shall mean only that such Required Material is acceptable to Anaheim solely for Anaheim's internal purposes and benefit, and will not in any way be construed to mean that such Required Material is accurate, suitable for its intended purpose, in compliance with any Applicable Law or other requirement, or endorsed for the benefit of any other party, including Seller. Further, Seller acknowledges and agrees that Anaheim shall have no liability to Seller or any other third party with respect to any Required Material so reviewed, approved, requested or required by Anaheim or on Anaheim's behalf.

*** *End of ARTICLE TEN* ***

ARTICLE ELEVEN. CHANGE IN ELECTRIC MARKET DESIGN

If a Change in CAISO Tariff renders this Agreement or any terms herein incapable of being performed or administered, then either Party, on Notice, may request the other Party to enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date.

Upon receipt of a Notice requesting negotiations, the Parties shall negotiate in good faith.

If the Parties are unable, within sixty (60) days after the sending of the Notice requesting negotiations, either to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to mediation as provided in ARTICLE Twelve.

A change in cost will not in itself be deemed to render this Agreement or any terms therein incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure Event.

*** *End of ARTICLE ELEVEN* ***

ARTICLE TWELVE. MEDIATION

12.01 Dispute Resolution.

Other than requests for provisional relief under Section 12.03, any and all Disputes which the Parties have been unable to resolve by informal methods after undertaking a good faith effort to do so, must first be submitted to mediation under the procedures described in Section 12.02 below. This Article shall not apply to those disputes expressly excluded by other sections of this Agreement.

12.02 Mediation.

Either Party may initiate mediation by providing Notice to the other Party in accordance with Section 10.08 of a written request for mediation, setting forth a description of the Dispute and the relief requested.

The Parties will cooperate with one another in selecting the mediator ("Mediator") from the panel of neutrals from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), its successor, or any other mutually acceptable non-JAMS Mediator, and in scheduling the time and place of the mediation.

Such selection and scheduling will be completed within forty-five (45) days after Notice of the request for mediation.

Unless otherwise agreed to by the Parties, the mediation will not be scheduled for a date that is greater than ninety (90) days from the date of Notice of the request for mediation. Such mediation shall be completed within forty-five (45) days of the initial mediation date unless otherwise agreed to by the Parties.

The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs (other than each Party's individual attorneys' fees and costs related to the Party's participation in the mediation, which fees and costs will be borne by such Party).

All offers, promises, conduct and statements, whether oral or written, made in connection with or during the mediation by either of the Parties, their agents, representatives, employees, experts, and attorneys (and in the case of Anaheim, elected and appointed officials), and by the Mediator or any of the Mediator's agents, representatives, and employees, will not be subject to discovery and will be confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding between or involving the Parties, or either of them; *provided*, evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

12.03 Provisional Relief.

The Parties acknowledge and agree that irreparable damage would occur if certain provisions of this Agreement are not performed in accordance with the terms of this

Agreement, that money damages would not be a sufficient remedy for any breach of these provisions of this Agreement, and that the Parties shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy for a breach of Section 2.06(b), 3.01, 3.02, 3.06(h), 3.09 or 10.10 of this Agreement in any court of competent jurisdiction.

Such a request for provisional relief does not waive a Party's right to seek other remedies for the breach of the provisions specified above in accordance with Section 12.01, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that maybe sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in this Agreement for the breach of the provision, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

*** *End of ARTICLE TWELVE* ***

[Next Page is Signatures Page]

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date:

BOWERMAN POWER LFG, LLC,
A Delaware limited liability company

By: /s/ Christopher A. Davis
Christopher A. Davis
Vice President
Date: 2/26/2014

CITY OF ANAHEIM,
a municipal corporation

By: /s/ Dukku Lee
Dukku Lee
Public Utilities General Manager

Attest:

By: /s/ Linda N. Andal

Linda N. Andal
City Clerk

Date: 3/14/14

APPROVED AS TO FORM:
MICHAEL R.W. HOUSTON
CITY ATTORNEY

By: /s/ Daniel Ballin

Daniel Ballin
Deputy City Attorney

Date: 2/28/14

Table of Contents

EXHIBITS

EXHIBIT A

DEFINITIONS

The following terms shall have the following meaning for purposes of this Agreement.

1. "AC" means alternating current.
2. "ACH" means Automated Clearing House and is the primary electronic funds transfer (EFT) system used by agencies to make payments.
3. "Accepted Compliance Costs" has the meaning set forth in Section 1.12.
4. "Affiliate" means, with respect to a Party, any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with that Party.
5. "Agreement" has the meaning set forth in the Preamble.
6. "Anaheim" has the meaning set forth in the Preamble.
7. "Anaheim Penalty" means the amount charged to Seller by Anaheim, as assessed to Anaheim by the CAISO, for the hours in a calendar month when Seller does not accurately provide availability or forecasting information as set forth in EXHIBIT D.
8. "Applicable Laws" means all constitutions, treaties, laws, codes, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority that apply to either or both of the Parties, the Generating Facility, or the terms of this Agreement.
9. "Availability Incentive Payments" has the meaning set forth in the CAISO Tariff.
10. "Availability Standards" has the meaning set forth in the CAISO Tariff.
11. "Bankrupt" means with respect to any entity, such entity:
    (a) Files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it;
    (b) Makes an assignment or any general arrangement for the benefit of creditors;
    (c) Otherwise becomes bankrupt or insolvent (however evidenced);
    (d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to such entity or any substantial portion of its property or assets; or

(e) Is generally unable to pay its debts as they fall due.

12. "Bankruptcy Code" means the United States Bankruptcy Code (11 U.S.C. §101 *et seq.*), as amended, and any successor statute.

13. "Bid" has the meaning as set forth in the CAISO Tariff.

14. "Biomethane" has the meaning as set forth in the CEC Renewables Portfolio Standard Eligibility Commission Guidebook.

15. "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day begins at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.

16. "Buyer" means the City of Anaheim.

17. "CAISO" means the California Independent System Operator Corporation or successor entity.

18. "CAISO Approved Meter" means a CAISO approved revenue quality meter or meters, CAISO approved data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all electric energy produced by the Generating Facility less Station Use.

19. "CAISO Charges" means all CAISO charges and fees, including, but not limited to, the fees, debits, costs, penalties, sanctions, grid management charges, and interest that are assigned by the CAISO to the CAISO Scheduling Coordinator ID for this Agreement, or its successor, which shall only contain CAISO charges and fees specifically associated with the Project.

20. "CAISO Controlled Grid" means the system of transmission lines and associated facilities and entitlements of the participating transmission owners that have been placed under the CAISO's operational control.

21. "CAISO Markets" has the meaning as set forth in the CAISO Tariff.

22. "CAISO Resource ID" means the number or name assigned by the CAISO to the CAISO Approved Meter.

23. "CAISO Revenues" means the credits and other payments incurred or received by Anaheim as a result of energy from the Generating Facility delivered to any CAISO administered market by Seller, including costs and revenues associated with CAISO dispatches, for each applicable Settlement Interval.

24. "CAISO Statement" has the meaning set forth in Section 1.03(a) of EXHIBIT E.

25. “CAISO True-Up(s)” means the CAISO’s recalculation of a CAISO Statement or any Settlement Statement related to the Project in accordance with the CAISO Tariff.

26. “CAISO Tariff” means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

27. “Calculation Period” has the meaning set forth in Section 3.07(a)(i) – Seller’s Product Delivery Obligation.

28. “California Renewables Portfolio Standard” means the California Public Utilities Code Section 399.11, *et seq.*

29. “Capacity Attributes” means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Generating Facility or any unit of generating capacity of the Generating Facility throughout the Delivery Term.

30. “CEC” means the California Energy Commission.

31. “CEC Certification” means certification by the CEC that the Generating Facility is an ERR for purposes of the RPS Legislation and that all electric energy produced by the Generating Facility qualifies as generation from an ERR for purposes of the RPS Legislation.

32. “CEC Pre-Certification” means provisional certification of the proposed Generating Facility as an ERR by the CEC upon submission by a facility of a complete CEC-RPS-1B application and required supplemental information.

33. “CEC Verification” means verification by the CEC based on ongoing reporting by Seller that the Generating Facility is an ERR for purposes of the RPS Legislation and that all electric energy produced by the Generating Facility qualifies as generation from an ERR for purposes of the RPS Legislation.

34. “CEQA” means the California Environmental Quality Act.

35. “CFR” means the Code of Federal Regulations, as may be amended from time to time.

36. “Change in CAISO Tariff” means that, other than changes for the Market Redesign and Technology Update that became effective on April 1, 2009, the CAISO Tariff has been changed and such change has a material adverse impact on either Party, or the CAISO has been dissolved or replaced and any successor to the CAISO operates under rules, protocols, procedures or standards that differ in a material respect from the CAISO Tariff, after the Effective Date.

37. “Claiming Party” has the meaning set forth in Section 5.02.

38. “Collateral Assignment Agreement” has the meaning set forth in Section 10.05.

39. “Commercial Operation Date” has the meaning set forth in Section 2.03(b).

40. “Commercial Operation Deadline” has the meaning set forth in Section 1.04.

41. “Compliance Costs” means all reasonable out-of-pocket costs and expenses in connection with any of Seller’s obligations listed under Section 1.12 including registration fees, volumetric fees, license renewal fees, external consultant fees and capital costs necessary for compliance, but excluding Seller’s internal administrative and staffing costs, due to a change, amendment, enactment or repeal of Applicable Law after the Effective Date which requires Seller to incur additional costs and expenses in connection with any of such obligations, in excess of the costs and expenses that would be incurred for such obligations under the Applicable Law in effect as of the Effective Date. For the avoidance of doubt, Seller’s obligations under Section 1.12 include the following: (i) obtaining and maintaining CEC Pre-Certification or CEC Certification and CEC Verification; and (ii) obtaining, conveying or effectuating Anaheim’s use of (a) Green Attributes, (b) Capacity Attributes; and (c) Resource Adequacy Benefits.

42. “Compliance Expenditure Cap” means the dollar amount set forth in Section 1.12.

43. “Confidential Information” means, with respect to a Party hereto, all information or material which either (1) is marked or identified as “Confidential”, “Restricted”, or “Proprietary Information” or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the disclosing party. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by one Party or its Representatives to the other Party or to its Representatives, and specifically includes but is not limited to Anaheim’s individually identifiable customer information and Anaheim’s customer usage data and financial data. Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein. For this definition only, (1) “Representative” means as any elected and appointed officials, affiliate, director, member, manager, officer, employee, agent, advisor or consultant of a Party or any of its subsidiaries or affiliates; and (2) the Party providing Confidential Information shall be the Disclosing Party and the Party receiving the Confidential Information from the Disclosing Party shall be the Receiving Party.

44. "Construction Permits" means any permits that grant Seller the authority to develop and construct the Generating Facility on the Site pursuant to applicable environmental rules and regulations. Construction Permits include conditional use permit and authority to construct.

45. "Contract Capacity" means the electric energy generating capacity, set forth in Section 1.01(i), that Seller commits to install at the Site.

46. "Control Area" means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the CAISO.

47. "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions, legal expenses and other similar third party transaction costs and expenses reasonably incurred by that Party in entering into any new arrangement which replaces this Agreement.

48. "Credit Rating" means with respect to any entity, on the relevant date of determination, the respective ratings then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Fitch, or Moody's. If no rating is assigned to such entity's unsecured, senior long-term debt or deposit obligation by S&P, Fitch or Moody's, then "Credit Rating" means the general corporate credit rating or long-term issuer rating assigned by the other two ratings agencies.

49. "Daily Delay Liquidated Damages" has the meaning set forth in Section 3.06(c).

50. "Day-Ahead" has the meaning set forth in the CAISO Tariff.

51. "Day-Ahead Market" has the meaning set forth in the CAISO Tariff.

52. "Day-Ahead Price" means the CAISO Day-Ahead Market Locational Marginal Price in each applicable Settlement Interval for electric energy (including the energy, congestion and losses components) at the Generating Facility's PNode (as published by the CAISO) which is the pricing point used by the CAISO for settlements of this Generating Facility.

53. "DC" means direct current.

54. "Defaulting Party" has the meaning set forth in Section 6.01.

55. "Delivery Point" means the point of delivery of Product to the CAISO-Controlled Grid, as specified in Section 1.01(g) and set forth in the single-line diagram of the CAISO-Controlled Grid interconnection attached hereto as EXHIBIT B-2.

56. "Delivery Term" means the period beginning with Initial Synchronization and continuing throughout the end of the Term.

57. “Demonstrated Contract Capacity” has the meaning set forth in Section 3.06(f).

58. “Development Security” has the meaning set forth in Section 3.06.

59. “Disclosing Party” has the meaning set forth in Section 10.10.

60. “Disclosure Order” has the meaning set forth in Section 10.10.

61. “Dispute” means any and all disputes, claims, or controversies arising out of, relating to, concerning or pertaining to the terms of this Agreement, or to either Party’s performance or failure of performance under this Agreement.

62. “Disqualified Stock” means any capital stock that, by its terms (or by the terms of any security into which such stock is convertible, or for which such stock is exchangeable, in each case at the option of the holder of the capital stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder of the capital stock, in whole or in part, on or before the date that is ninety-one (91) days after the expiration of the Term of this Agreement.

63. “DLF” means a number that is a representation for all net electric energy losses or avoided losses associated with the transmission of electric energy through the electric system from the high voltage side of the Generating Facility’s substation bus bar to the interface with the CAISO Controlled Grid, also known as the distribution loss factor.

64. “Early Termination Date” has the meaning set forth in Section 6.02.

65. “Effective Date” has the meaning set forth in the Preamble.

66. “Emergency” means:

    (a) An actual or imminent condition or situation which jeopardizes the integrity of Transmission Provider’s electric system or the integrity of any other systems to which the Transmission Provider’s electric system is connected, as determined by the Transmission Provider in its reasonable discretion, or any condition so defined and declared by the CAISO; or

    (b) An emergency condition as defined under an interconnection agreement and any abnormal interconnection or system condition that requires automatic or immediate manual action to prevent or limit loss of load or generation supply, that could adversely affect the reliability of the Transmission Provider’s electric system or generation supply, that could adversely affect the reliability of any interconnected system, or that could otherwise pose a threat to public safety.

67. “Energy Communication Network” means the CAISO infrastructure network (data highway) used by all CAISO participants to exchange data to and from resources and CAISO.

68. "Equitable Defense" means any bankruptcy, insolvency, reorganization, or other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain equitable remedies may be pending.

69. "ERR" has the meaning set forth in Sections 3.03 and 10.02(b)(i).

70. "Event of Default" has the meaning set forth in Section 6.01.

71. "Event of Deficient Product Deliveries" means any instance in which Seller fails to meet Seller's Product Delivery Obligation as determined in accordance with Section 3.07(a)(ii), which failure results in Seller's obligation to pay the applicable Product Replacement Damage Amount.

72. "Expected Annual Net Energy Production" means the Generating Facility's expected annual Qualified Amounts, as calculated in accordance with Section 1.01(j).

73. "Federal Funds Effective Rate" means the annual interest rate posted opposite the caption "Federal Funds (effective)" as set forth in the weekly statistical release as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

74. "FERC" means the Federal Energy Regulatory Commission.

75. "Firm Operation Date" has the meaning set forth in Section 1.05.

76. "Fitch" means Fitch Ratings Ltd. or its successor.

77. "Force Majeure" means any occurrence that was not anticipated as of the Effective Date that:

    (a) In whole or in part:

        (i) Delays a Party's performance under this Agreement;

        (ii) Causes a Party to be unable to perform its obligations; or

        (iii) Prevents a Party from complying with or satisfying the conditions of this Agreement;

    (b) Is not within the control of that Party; and

    (c) The Party has been unable to overcome by the exercise of due diligence, including an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or actions or inactions of any Governmental Authority (including a change in Applicable Law but excluding Seller's compliance obligations as set forth in Section 3.20), or curtailment or reduction in deliveries at the direction of a Transmission Provider or the CAISO (except as set forth below) or a lack of availability of Biomethane for the Project due to an event that itself would be defined as a Force Majeure event (e.g. a fire).

Force Majeure does not include:

(a) Reductions in generation from the Generating Facility resulting from ordinary wear and tear, deferred maintenance, or Operator error;

(b) Any increase of any kind in any cost;

(c) Delays in or inability of a Party to obtain financing or other economic hardship of any kind;

(d) Seller's ability to sell any Energy at a price in excess of those provided in this Agreement; or

(e) Curtailment or reduction in deliveries at the direction of a Transmission Provider or the CAISO when the basis of the curtailment or reduction in deliveries ordered by a Transmission Provider or the CAISO is congestion arising in the ordinary course of operations of the Transmission Provider's system or the CAISO Controlled Grid, including congestion caused by outages or capacity reductions for maintenance, construction or repair.

78. "Forecast" means an hourly forecast provided in accordance with EXHIBIT D of either:

(a) The sum of the continuous electrical output ratings (in MWs) for the Generating Facility; or

(b) The sum of electric energy (in MWh) expected to be generated by the Generating Facility in accordance with Anaheim instructions.

79. "Forecasted Commercial Operation Date" means the date Seller anticipates, as of the Effective Date, will be the Commercial Operation Date, as set forth in Section 1.03.

80. "Forecasted Initial Synchronization Date" means the date Seller anticipates, as of the Effective Date, will be the date for Initial Synchronization, as set forth in Section 1.02.

81. "Forecasting" means the action of Seller in preparing and submitting the Forecasts to Anaheim.

82. "Forward Settlement Amount" means the Non-Defaulting Party's Costs and Losses, on the one hand, netted against its Gains, on the other.

If the Non-Defaulting Party's Costs and Losses exceed its Gains, then the Forward Settlement Amount shall be an amount owing to the Non-Defaulting Party.

If the Non-Defaulting Party's Gains exceed its Costs and Losses, then the Forward Settlement Amount shall be zero dollars ($0).

The Forward Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

83. "Full Capacity Deliverability Status" has the meaning set forth in the CAISO Tariff.

84. "GAAP" means accounting principles generally accepted in the United States of America.

85. "Gains" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Term of this Agreement, determined in a commercially reasonable manner.

    Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement, and includes the value of Green Attributes and, if applicable, Capacity Attributes and Resource Adequacy Benefits.

    Only if the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain third party information to determine the gain of economic benefits, *then* the Non-Defaulting Party may use information available to it internally suitable for this purpose in accordance with prudent industry practices.

86. "Generating Facility" means Seller's electric generating facility as more particularly described in EXHIBIT B, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at the facility, excluding the Site, land rights and interests in land.

87. "Generator Operator" means the entity that Operates the Generating Facility and performs the functions of supplying energy and interconnected operations services as described in the NERC Reliability Standards.

88. "Generator Operator Obligations" means the obligations of a Generator Operator as set forth in all applicable NERC Reliability Standards.

89. "Generator Owner" means an entity that owns the Generating Facility and has registered with NERC as the entity responsible for complying with those NERC Reliability Standards applicable to owners of generating units as set forth in the NERC Reliability Standards.

90. "Generator Owner Obligations" means the obligations of a Generator Owner as set forth in all applicable NERC Reliability Standards.

91. "Governmental Authority" means:

(a) Any federal, state, local, municipal, or other government;

(b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power; or

(c) Any court or governmental tribunal.

92. "Governmental Charges" has the meaning as set forth in Section 9.02.

93. "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

(1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;

(2) Any avoided emissions of carbon dioxide (CO_2), methane (CH_4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;

(3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

(ii) Any energy, capacity, reliability or other power attributes from the Project.

(iii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation.

(iv) Fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or

(v) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, the Project shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

94. "Green Market Price" means the market price for energy and Green Attributes from an ERR. Absent a market option for determining a Green Market Price, such price will be mutually established by selecting an agreeable proxy source for determining a Green Market Price.

95. "Initial Synchronization" means the first generating unit of the Generating Facility is operating in parallel with Seller's Transmission Provider and the first MWh of electric energy is measured by the CAISO Approved Meter or Check Meter.

96. "Initial Synchronization Date" means the date upon which Initial Synchronization occurs.

97. "Interconnection Point" means the location where the Generating Facility first interconnects with the existing electrical transmission or distribution system, as reported on the Generating Facility's application for interconnection with the Transmission Provider's electric system, as described in Section 1.01(e).

98. "Interconnection Study" means any of the studies defined in the CAISO's Tariff or any Transmission Provider's tariff that reflect methodology and costs to interconnect the Generating Facility to the Transmission Provider's electric grid.

99. "Interest Rate" means, for any date:

(a) The per annum rate of interest equal to the "Prime Rate" published in *The Wall Street Journal* under "Money Rates" or such date (or if not published on such date on the most recent preceding day on which published); plus

(b) Two percentage points (2%);

provided, in no event may the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.

100. "JAMS" has the meaning set forth in ARTICLE Twelve.

101. “Lease” means that certain Second Amended & Restated Landfill Gas Rights & Production Facilities Agreement between County of Orange and Bowerman Power LFG, LLC and GSF Energy, LLC dated November 17, 2011, as it may be amended from time to time, the term of which lease begins on or before the commencement of construction of the Generating Facility and extends at least through the last day of the Term.

102. “Lender” means any financial institutions or successors in interest or assignees that providers) development, bridge, construction, permanent debt, or tax equity financing or refinancing for the Generating Facility to Seller.

103. “Letter of Credit” means an irrevocable, nontransferable standby letter of credit, substantially in the form of EXHIBIT M and acceptable to Anaheim, provided by Seller from an issuer acceptable to Anaheim that is either a U.S. commercial bank or a U.S. branch of a foreign bank with the bank having a Credit Rating of at least (a) “A-”, or equivalent from S&P, Fitch, or Moody’s, if such entity is rated by at least two of the ratings agencies; or (b) “AA-”, or equivalent, from S&P, Fitch, or Moody’s, if such entity is rated by only one of the ratings agencies. Seller must bear the costs of all Letters of Credit.

104. “Letter of Credit Default” means with respect to a Letter of Credit, the occurrence of any of the following events:

    (a) The issuer of the Letter of Credit fails to comply with or perform its obligations under such Letter of Credit;

    (b) The issuer of the Letter of Credit disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of, the Letter of Credit;

    (c) The Letter of Credit fails or ceases to be in full force and effect at any time;

    (d) Seller fails to provide an extended or replacement Letter of Credit within twenty (20) Business Days before the Letter of Credit expires or terminates; or

    (e) The issuer of the Letter of Credit becomes Bankrupt;

    provided, no Letter of Credit Default will occur or be continuing in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to a Party in accordance with the terms of this Agreement.

105. “Letter of Credit Derating” means the issuer of a Letter of Credit fails to maintain a Credit Rating of at least (a) “A-”, or equivalent, from S&P, Fitch, or Moody’s, if such entity is rated by at least two of the ratings agencies; or (b) “AA-”, or equivalent, from S&P, Fitch, or Moody’s, if such entity is rated by only one of the ratings agencies.

106. “Local Business Day” means a Business Day on which commercial banks are open for business in relation to any:

    (a) Payment, in the place where the relevant account is located; and

(b) Notice or other communication, in the location specified in the address for notice provided by the recipient, except for the Friday immediately following the U.S. Thanksgiving holiday or a Federal Reserve Bank holiday.

107. "Locational Marginal Price" has the meaning set forth in the CAISO Tariff.

108. "Lost Output" means the reduction in Qualified Amounts over the relevant measurement period that the Generating Facility was available to produce and could reasonably have been expected to deliver, but was not delivered due to a Lost Output Event.

109. "Lost Output Event" means any of the following occurrences which cause Seller to be unable to deliver energy:

(a) Force Majeure;

(b) An Event of Default where Anaheim is the Defaulting Party;

(c) A curtailment or reduction of deliveries as set forth in EXHIBIT D or as otherwise ordered or caused by the CAISO, or

(d) An Emergency, to the extent not already covered in item (c) above.

110. "Lost Output Report" means the monthly report of Lost Output in the form of the worksheet from the Lost Output Workbook prepared in accordance with the procedures set forth in Section 3.23 and EXHIBIT L.

111. "Lost Output Workbook" has the meaning set forth in EXHIBIT L.

112. "Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Term of this Agreement, determined in a commercially reasonable manner.

Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Term of this Agreement and must include the value of Green Attributes and, if applicable, Capacity Attributes and Resource Adequacy Benefits.

Only if the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain third party information to determine the loss of economic benefits, then the Non-Defaulting Party may use information available to it internally suitable for these purposes in accordance with prudent industry practices.

113. “Material Permits” means all permits required for Commercial Operation of the Generating Facility, as set forth on EXHIBIT G-l.

114. “Mediator” has the meaning set forth in ARTICLE Twelve.

115. “Metered Amounts” means the electric energy produced by the Generating Facility and expressed in MWh, as recorded by the CAISO Approved Meter(s), or Check Meter(s), as applicable, adjusted for losses to the Delivery Point and further adjusted to remove DLF’s.

116. “Milestone Schedule” means Seller’s schedule to develop the Generating Facility as set forth in EXHIBIT G, including any revisions thereto in accordance with this Agreement.

117. “Monthly Calculation Period” means each calendar month during the Delivery Term.

118. “Moody’s” means Moody’s Investor Services, Inc.

119. “MW” means a megawatt (or 1,000 kilowatts) of electric energy generating capacity.

120. “MWh” means a megawatt-hour (or 1,000 kilowatt-hours) of electric energy.

121. “MW_{PDC}” means peak DC power.

122. “NERC” means the North American Electric Reliability Corporation, or any successor thereto.

123. “NERC Reliability Standards” means those reliability standards applicable to the Generating Facility, or to the Generator Owner or the Generator Operator with respect to the Generating Facility, that are adopted by NERC and approved by the applicable regulatory authorities and available on the CAISO website at http://www.caiso.com/2776/2776e59021220.html.

124. “NERC Standards Non-Compliance Penalties” means any and all monetary fines, penalties, damages, interest or assessments by the NERC, CAISO, WECC, a Governmental Authority or any entity acting at the direction of a Governmental Authority arising from or relating to a failure to perform the obligations of Generator Operator or Generator Owner as set forth in the NERC Reliability Standards.

125. “Network Upgrades” has the meaning set forth in the CAISO Tariff.

126. “New Markets Tax Credit” means New Markets Tax Credits as described under section 45D of the United States Internal Revenue Code for Sellers that select box (c), New Markets Tax Credit, under Section 1.11.

127. “Non-Availability Charges” has the meaning set forth in the CAISO Tariff.

128. “Non-Defaulting Party” has the meaning set forth in Section 6.02.

129. “Notice” means notices, requests, statements, or payments provided in accordance with Section 10.08 and EXHIBIT C.

130. “OMAR” means the Operational Metering Analysis and Reporting System operated and maintained by the CAISO as the repository of settlement quality meter data or its successor.

131. “Operate”, “Operated”, “Operating”, or “Operation” means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in accordance with Prudent Electrical Practices.

132. “Original Term” has the meaning set forth in Section 1.06.

133. “Outage Schedule” has the meaning set forth in EXHIBIT D.

134. “Party” or “Parties” have the meaning set forth in the Preamble.

135. “Payment Invoices” are invoices issued by Seller during the Startup and Delivery Term detailing amounts owed by Anaheim to Seller or by Seller to Anaheim for energy deliveries, CAISO Revenues, CAISO Charges, and other charges and adjustments as may be owed by the Parties, in accordance with EXHIBIT E.

136. “Performance Assurance” means collateral (in the amount of the Performance Assurance Amount set forth in Section 1.08) for Seller’s performance under this Agreement in the form of Letter (s) of Credit.

137. “Performance Assurance Amount” means the collateral amount for Performance Assurance set forth in Section 1.08. “Permit Approval” means approval by the relevant regulatory agencies of any Permit and shall be deemed obtained upon the issuance of such Permit, and shall not be invalidated by the pendency of an appeal or other post-issuance challenge to the issuance of the Permit.

138. “Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the CAISO, in order to develop, construct, Operate, maintain, improve, refurbish and retire the Generating Facility or to Forecast or deliver the electric energy produced by the Generating Facility to Anaheim.

139. “PNode” has the meaning set forth in the CAISO Tariff.

140. “Price Taker” has the meaning set forth in the CAISO Tariff.

141. “Product” has the meaning set forth in Section 1.01(d).

142. “Product Price” means the price set forth in Section 1.07.

143. “Product Replacement Damage Amount” has the meaning set forth in Section 3.07(b)(i).

144. “Project” means the Generating Facility.

145. “Prudent Electrical Practices” means those practices, methods, and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability, and safety.

Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers’ warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the CAISO, and Applicable Laws.

Prudent Electrical Practices also includes taking reasonable steps to ensure that:

(a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Generating Facility’s needs;

(b) Sufficient Operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to Operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and Emergencies whether caused by events on or off the Site;

(c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe Operation of the Generating Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

(d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(e) Equipment is not Operated in a reckless manner, in violation of manufacturer’s guidelines or in a manner unsafe to workers, the general public, or the Transmission Provider’s electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and

(f) Equipment and components are designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

146. “Qualified Amounts” means the Metered Amounts, expressed in MWh, that qualify as renewable power under the requirements of the California Renewables Portfolio Standard, or which do not so qualify solely due to a change in RPS Legislation occurring after the Effective Date, which, notwithstanding Seller’s compliance with Section 3.03, cannot be complied with by Seller on a commercially reasonable basis.

147. “Real-Time Market” has the meaning set forth in the CAISO Tariff.

148. “Recalculation Settlement Statement” means the recalculation of a Settlement Statement in accordance with the provisions of the CAISO Tariff, which includes the Recalculation Settlement Statement T+12B, the Recalculation Settlement Statement T+55B, the Recalculation Statement T+9M, the Recalculation Settlement Statement T+18M, the Recalculation Settlement Statement T+35M, the Recalculation Settlement Statement T+36M or any other Recalculation Settlement Statement authorized by the CAISO Governing Board and amended in the latest CAISO Tariff.

149. “Renewable Energy Credit” or “REC” means a tradable environmental commodity that represent proof that one (1) megawatt-hour (MWh) of energy was generated from an eligible resource. A REC shall be evidenced by WREGIS Certificate. These certificates can be sold and traded and the owner of the REC can claim to have purchased renewable energy. RECs are also commonly known as renewable energy certificates and green tags.

150. “Required Material” means any permit, license, application, certification, design, specification, program, agreement, instrument, equipment, device, mechanism, or any other item in connection with the Generating Facility to be reviewed or approved by Anaheim or on Anaheim’s behalf, or requested or required of Seller by Anaheim or on Anaheim’s behalf, under this Agreement.

151. “Resource Adequacy Benefits” means the rights and privileges attached to the Generating Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.

152. “Resource Adequacy Rulings” means any resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time throughout the Delivery Term.

153. “Responsible Officer” means the chief financial officer, treasurer or any assistant treasurer of a Party or any employee of a Party designated by any of the foregoing.

154. “Restricted Period” has the meaning set forth in Section 2.06(b).

155. “RPS Legislation” means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, *et seq.*

156. "S&P" means the Standard & Poor's Rating Group.

157. "Schedule," "Scheduled", or "Scheduling" means the action of Anaheim in submitting Bids to the CAISO and receiving all CAISO Markets results from the CAISO; *provided*, that with respect to any Settlement Interval, a CAISO Market result where the Generating Facility is instructed to deliver zero (0) MWhs is not considered a "Schedule" for purposes of this Agreement.

158. "Scheduling Coordinator" or "SC" means an entity certified by the CAISO for the purposes of undertaking the functions specified by CAISO Tariff Section 2.2.6, as amended by FERC from time-to-time.

159. "SEC" means the Securities and Exchange Commission.

160. "Security Interest" has the meaning set forth in Section 8.03.

161. "Seller" has the meaning set forth in the Preamble.

162. "Seller's Product Delivery Obligation" has the meaning set forth in Section 3.07(a)(i).

163. "Seller's Debt" means, without duplication, each of the following:

(a) All indebtedness of Seller for borrowed money;

(b) All obligations of Seller for the deferred purchase price of property or services which purchase price is due more than six (6) months after the date of placing such property in service or taking delivery or title thereto or the completion of such services (other than trade payables not overdue by more than ninety (90) days incurred in the ordinary course of Seller's business);

(c) All obligations of Seller evidenced by notes, bonds, debentures, Disqualified Stock or other similar instruments;

(d) All obligations of Seller created or arising under any conditional sale or other title retention agreement with respect to property acquired by Seller (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property);

(e) All monetary obligations of Seller under:

(i) A lease of any property (whether real, personal or mixed) by Seller as lessee that, in conformity with GAAP, is accounted for as a capital lease on the balance sheet of Seller;

(ii) A so-called synthetic, off-balance sheet or tax retention lease; or

(iii) An agreement for the use or possession of property creating obligations which do not appear on the balance sheet of Seller but which, upon the insolvency or bankruptcy of Seller, would be characterized as indebtedness of Seller (without regard to accounting treatment);

(f) All obligations, contingent or otherwise, of Seller under acceptance, letter of guaranty, letter of credit or similar facilities;

(g) All obligations of Seller with respect to any redeemable equity interests in Seller, including in the case of preferred stock at the greater of the voluntary or involuntary liquidation preference plus accrued and unpaid dividends;

(h) All obligations of Seller with respect to any swaps, caps or collar agreements or similar arrangements to hedge against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies, in each case, valued at the aggregate net mark-to-market value;

(i) All indebtedness of others referred to in clauses (a) through (h) above guaranteed by Seller, or in effect guaranteed by Seller through an agreement:

(i) To pay or purchase such indebtedness or to advance or supply funds for the payment or purchase of such indebtedness;

(ii) To purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of the indebtedness or to assure the holder of such indebtedness against loss;

(iii) To supply funds to or invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered); or

(iv) Otherwise to assure a creditor against loss; and

(j) Without duplication of the foregoing, all indebtedness referred to in clauses (a) through (i) above secured by any lien on property (including accounts and contract rights) owned by Seller.

The outstanding amount of indebtedness as described above at any date will be the outstanding balance at such date of all unconditional obligations as described above and, with respect to contingent obligations as described above, the maximum liability upon the occurrence of the contingency giving rise to the obligation.

Notwithstanding the foregoing, the term “Seller’s Debt” as used herein does not include Seller’s obligations under this Agreement and the Lease (provided that such Lease does not constitute an obligation of Seller described in clause (e) of the first sentence of this definition).

164. “Settlement Interval” means any one of the six ten (10) minute time intervals beginning on any hour and ending on the next hour (e.g. 12:00 to 12:10,12:10 to 12:20, etc.).

165. “Settlement Statement” means any one of the following: Recalculation Settlement Statement T+12B, Recalculation Settlement Statement T+55B, Recalculation Settlement Statement T+9M, Recalculation Settlement Statement T+18M, Recalculation Settlement Statement T+35M, Recalculation Settlement Statement T+36M, or any other Recalculation Settlement Statement authorized by the CAISO Governing Board and amended in the latest CAISO Tariff.

166. “Simple Interest Payment” means a dollar amount calculated by multiplying the:

    (a) Dollar amount on which the Simple Interest Payment is based; times

    (b) Federal Funds Effective Rate or Interest Rate, as applicable; times

    (c) The result of dividing the number of days in the Calculation Period by 360.

167. “Site” means the real property on which the Generating Facility will be located, as further described in Section 1.01(b) and EXHIBIT B.

168. “Site Control” means that Seller is a lessee of the Site under a Lease.

169. “Standard Capacity Product” has the meaning set forth in Section 3.04.

170. “Startup Period” means the period that begins at Initial Synchronization and ends at Commercial Operation Date.

171. “Station Use” means:

    (a) The electric energy produced by the Generating Facility that is used within the Generating Facility to power ancillary equipment such as but not limited to the lights, motors, control systems and other electrical loads that are necessary for Operation; and

    (b) The electric energy produced by the Generating Facility that is consumed within the Generating Facility’s electric energy distribution system as losses.

172. “Supplemental Lost Output” has the meaning set forth in Section 3.23.

173. “Supplemental Lost Output Report” has the meaning set forth in Section 3.23.

174. “Telemetry System” means a system of electronic components that interconnects the CAISO and the Generating Facility in accordance with the CAISO’s applicable requirements as set forth in Section 3.08(d).

175. “Term” means the term of this Agreement as set forth in Section 1.06.

176. “Term Year” means a twelve (12) month period beginning on the first day of the calendar month following the Firm Operation Date and each successive twelve (12) month period thereafter.

177. “Termination Payment” means the sum of all amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement, less any amounts owed by the Non-Defaulting Party to the Defaulting Party determined as of the Early Termination Date.

178. “Test Energy” means the energy produced by the Generating Facility prior to the Commercial Operation Date.

179. “TLF” means a measure of all net electrical losses, as determined by the Transmission Provider, associated with the transmission of the electric energy through the electric system from the high voltage side of the Generating Facility’s substation bus bar interface with the CAISO Controlled Grid, also known as the transmission loss factor.

180. “Transmission Provider” means any entity or entities responsible for the interconnection of the Generating Facility with a Control Area or transmitting the Metered Amounts on behalf of Seller from the Generating Facility to the Delivery Point.

181. “Unincluded Capacity” has the meaning set forth in Section 3.06(g)(ii).

182. “Use Limited Plan” has the meaning set forth in the CAISO Tariff.

183. “WDAT Queue Position” has the meaning set forth in the SCE Wholesale Distribution Access Tariff (WDAT).

184. “WECC” means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Northwestern Mexico and Southwestern Canada.

185. “WREGIS” has the meaning set forth in Section 3.01(d)(iv).

186. “WREGIS Certificate” means a certificate evidencing a transfer of a REC to Anaheim in WREGIS, or any other successor system recognized by Applicable Laws.

*** *End of EXHIBIT A* ***

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: August 24, 2018
The parties to this Base Contract are the following:

PARTY A ("Seller") ***GSF Energy, LLC***	***PARTY NAME***	PARTY B ("Buyer") Trillium Transportation Fuels, LLC
680 Andersen Drive Foster Plaza 10, 5th Floor Pittsburgh, PA 15220	***ADDRESS***	2929 Allen Parkway, Suite 4100 Houston, TX 77019
www.montaukenergy.com	***BUSINESS WEBSITE***	www.trilliumcng.com
	CONTRACT NUMBER	
	D-U-N-S® NUMBER	
☒ US FEDERAL: **74-2799963** ☐ OTHER:	***TAX ID NUMBERS***	☒ US FEDERAL **45-3116171** ☐ OTHER:
	JURISDICTION OF ORGANIZATION	DELAWARE
☐ Corporation ☒ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP Other: _____	***COMPANY TYPE***	☐ Corporation ☒ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP Other: ____
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
Same as above **ATTN: President** **TEL#: 412-747-8700 FAX# 412-921-2867** **EMAIL: [***]**	■ **COMMERCIAL**	**ATTN: Gavin Gretter** **TEL#: [***] FAX# [***]** **EMAIL: [***]**
Same as above **ATTN:** **TEL#:** **EMAIL:**	■ **SCHEDULING**	**ATTN: Gavin Gretter** **TEL#: [***] FAX# [***]** **EMAIL: [***]**
Same as above **ATTN: General Counsel** **TEL#: 412-747-8700 FAX# 412-921-2867** **EMAIL: [***]**	■ **CONTRACT AND LEGAL NOTICES**	**ATTN: Morris Collie** **TEL#: [***] FAX# [***]** **EMAIL: [***]**
Same as above **ATTN: Chief Financial Officer** **TEL#: 412-747-8700 FAX# 412-921-2867** **EMAIL: [***]**	■ **CREDIT**	**ATTN: Doug Hoffman** **TEL#: [***] FAX# [***]** **EMAIL: [***]**
Same as above **ATTN: General Counsel** **TEL#: 412-747-8700 FAX# 412-921-2867** **EMAIL: [***]**	■ **TRANSACTION CONFIRMATIONS**	**ATTN: Gavin Gretter** **TEL#: [***] FAX# [***]** **EMAIL: [***]**
ACCOUNTING INFORMATION		
Same as above **ATTN: Chief Financial Officer** **TEL#: 412-747-8720 FAX# 412-921-2867** **EMAIL:**	■ **INVOICES** ■ **PAYMENTS** ■ **SETTLEMENTS**	**ATTN: Accounts Payable** **TEL#: [***] FAX# [***]** **EMAIL: [***]**
BANK: Comerica Bank **ABA: [***] ACCT: [***]** **OTHER DETAILS:**	**WIRE TRANSFER NUMBERS (IF APPLICABLE)**	**BANK JPMorgan Chase Bank, N.A.** **ABA: [***] ACCT: [***]** **OTHER DETAILS: Attn:**
BANK: Comerica Bank **ABA: [***] ACCT: [***]** **OTHER DETAILS:** _____	**ACH NUMBERS (IF APPLICABLE)**	**BANK JPMorgan Chase Bank, N.A.** **ABA: [***] ACCT: [***]** **OTHER DETAILS: Attn:**
ATTN: _____ **ADDRESS:** _____ _____	**CHECKS (IF APPLICABLE)**	**ATTN:** _____ **ADDRESS:** _____ _____

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedures ☐ Oral (default) OR ☒ Written	**Section 10.2** Additional Events of Default ☒ No Additional Events of Default (default) ☐ Indebtedness Cross Default ☐ Party A: _____ ☐ Party B: _____ ☐ Transactional Cross Default
Section 2.7 Confirm Deadline ☒ 2 Business Days after receipt (default) OR ☐ __ Business Days after receipt	
Section 2.8 Confirming Party ☒ Seller (default) OR ☐ Buyer	
Section 3.2 Performance Obligation ☒ Cover Standard (default) OR ☐ Spot Price Standard	**Section 10.3.1** Early Termination Damages ☒ Early Termination Damages Apply (default) OR ☐ Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication ☒ Gas Daily Midpoint (default) OR ☐ _____	**Section 10.3.2** Other Agreement Setoffs ☒ Other Agreement Setoffs Apply (default ☒ Bilateral (default) ☐ Triangular OR ☐ Other Agreement Setoffs Do Not Apply
Section 6 Taxes ☒ Buyer Pays At and After Delivery Point (default) OR ☐ Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date ☒ 25th Day of Month following Month of delivery (default) OR ☐ Day of Month following Month of delivery	**Section 15.5** Choice of Law New York
Section 7.2 Method of Payment ☒ Wire transfer (default) ☐ Automated Clearinghouse Credit (ACH) ☐ Check	**Section 15.10** ☒ Confidentiality applies (default) OR ☐ Confidentiality does not apply
Section 7.7 Netting ☒ Netting applies (default) OR ☐ Netting does not apply	
☐ Special Provisions Number of sheets attached: 7 ☐ Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

Seller **GSF Energy, L.L.C.**	***PARTY NAME***	**Buyer** **Trillium Transportation Fuels, LLC**
By: /s/ Martin L Ryan	***SIGNATURE***	By: /s/ Bill Cashmareck
Martin L. Ryan	***PRINTED NAME***	**Bill Cashmareck**
CEO and President	***TITLE***	**Director, Trillium**

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. “Buyer” refers to the party receiving Gas and “Seller” refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the “Oral Transaction Procedure” or the “Written Transaction Procedure” as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a “writing” and to have been “signed”. Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party’s Transaction Confirmation is materially different from the receiving party’s understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party’s agreement to the terms of the transaction described in the sending party’s Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. “Additional Event of Default” shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. “Affiliate” shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

2.3. “Alternative Damages” shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.4. “Base Contract” shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.5. “British thermal unit” or “Btu” shall mean the International BTU, which is also called the Btu (IT).

2.6. “Business Day(s)” shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

2.7. “Confirm Deadline” shall mean 5:00 p.m. in the receiving party’s time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party’s time zone, it shall be deemed received at the opening of the next Business Day.

2.8. “Confirming Party” shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.

2.9. “Contract” shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.

2.10. “Contract Price” shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.

2.11. “Contract Quantity” shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.

2.12. “Cover Standard”, as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer’s Gas consumption needs or Seller’s Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

2.13. ‘‘Credit Support Obligation(s)” shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14. “Day” shall mean a period of 24 consecutive hours, coextensive with a “day” as defined by the Receiving Transporter in a particular transaction.

2.15. “Delivery Period” shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.

2.16. “Delivery Point(s)” shall mean such point(s) as are agreed to by the parties in a transaction.

2.17. “EDI” shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.18. “EFP” shall mean the purchase, sale or exchange of natural Gas as the “physical’’ side of an exchange for physical transaction involving gas futures contracts. EFP shall Incorporate the meaning and remedies of “Firm”, provided that a party’s excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19. “Firm” shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.20. “Gas” shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.21. “Guarantor” shall mean any entity that has provided a guaranty of the obligations of a party hereunder.

2.22. “Imbalance Charges” shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter’s balance and/or nomination requirements.

2.23. “Indebtedness Cross Default” shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

2.24. “Interruptible” shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.25. “MMBtu” shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. “Month” shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. “Payment Date” shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28. “Receiving Transporter” shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. “Scheduled Gas” shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. “Specified Transaction(s)” shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. “Spot Price” as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. “Transaction Confirmation” shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. “Transactional Cross Default” shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. ‘‘Termination Option” shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. “Transporter(s)” shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive as shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to the third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3,2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely plier Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or Jess than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Deliver Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party of such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party of such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that dale. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or inequity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under “Money Rates” by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point{s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys’ fees and costs of court (“Claims”}, from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller look title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default' either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to ii or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or (ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do No Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1 As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2 The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2 The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other {the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a “forward contract” within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each “forward contract merchants” within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party’s remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party’s obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term “Force Majeure” as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once It has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship, to Include, without limitation, Sellers ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyers ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer’s market(s) or Buyer’s inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Sellers gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF' DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event'' means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b} the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees. lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party’s assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract , (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency’s reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information Is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other

party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose. the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement''). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

SPECIAL PROVISIONS TO
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS
Dated August 24, 2018
by and between
GSF Energy, L.L.C. ("Seller") and
Trillium Transportation Fuels, LLC ("Buyer")

These Special Provisions amend the North American Energy Standards Board, Inc. ("NAESB") Base Contract for Sale and purchase of Natural Gas and its accompanying General Terms and Conditions, as published September 5, 2006 (the "Base Contract"). The Base Contract, together with these Special Provisions, the Transaction Confirmation and any Credit Support form a single agreement between the parties, collectively, the "Contract". Except as amended in these Special Provisions, the Base Contract and the General Terms and Conditions remain in full force and effect. All capitalized terms not otherwise defined in these Special Provisions have the meaning set out in the Base Contract.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions to the Base Contract.

Collectively, Seller and Buyer shall be referred to as the "Parties", and individually may be referred to as a "Party".

Section 2. Definitions

The definition of "Credit Support Obligation" in Section 2.13 shall be deleted in its entirety and the following substituted in lieu thereof:

> "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a guaranty, or other good and sufficient security of a continuing nature. The issuer of any such security and/or the guarantor must be acceptable to the other party at its sole discretion. The other party agrees to act in a reasonable manner in evaluating such issuer and/or guarantor.

The definition of "Payment Date" in Section 2.27 shall be deleted and replaced with the following:

> "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due from one Party to the other as set forth in Section 7."

The definition of "Spot Price" in Section 2.31 shall be amended by deleting the last sentence and replacing with the following:

> "If no price or range of prices is published for such Day, then the Spot Price shall be determined in accordance with Section 14 as modified herein."

Add the following at the end of Section 2:

> "2.36 "Applicable Law" means any foreign, federal, state, tribal or local law, statute, regulation, code, ordinance, license, permit, compliance requirement, decision, order, writ, injunction, directive, judgment, policy, decree, including any judicial or administrative interpretations thereof, or any agreement, concession or arrangement with any governmental authority, applicable to either Party or either Party's performance under a transaction, and any amendments or modifications to the foregoing.

Section 3. Performance Obligation

Add the following as new Section 3.5:

"3.5. Each Party is entering into this Contract in reliance on the Applicable Laws and Taxes in effect on the date hereof. If at any time after a transaction is entered into:

(i) new Applicable Law is enacted, existing Applicable Law is amended, new Taxes are imposed, or existing Taxes are changed (a "Regulatory Event"), in a way which individually or collectively has a material adverse economic effect upon a party (such party the "Affected Party") under a particular transaction (each such transaction an "Affected Transaction") and which does not constitute a Force Majeure event, then the Affected Party may notify the other party that it desires in good faith to renegotiate the material terms or conditions of the Affected Transaction(s) in order to address the effects of the Regulatory Event. Such Notice shall state how the Regulatory Event impacts the Affected Transactions and the proposed terms upon which the Affected Party would like to continue to perform the Affected Transaction(s) with respect to any Gas not yet delivered; or

(ii) after giving effect to any applicable provision or remedy specified in the Contract, it becomes unlawful for a party, (such party the "Affected Party") under the Applicable Law to perform any material provision in relation the Contract or any particular transaction, (each such transaction an "Affected Transaction") (an "Illegality"), then the Affected Party may terminate such Affected Transaction as provided for below.

If a Regulatory Event occurs and the Parties fail to renegotiate the price or other material terms or conditions within thirty (30) Days of the Notice, or if an Illegality occurs and such event continues for at least three (3) Business Days, either party shall have the right by Notice to designate a Day, no earlier than the Day such Notice is given and no later than twenty (20) Days after such Notice is given as the Early Termination Date to terminate and liquidate the Affected Transaction(s).

On the Early Termination Date (i) if there is one Affected Party damages shall be determined in accordance with Section 10 of the Contract, except that references to the Defaulting Party and to the Non-Defaulting Party will be deemed references to the Affected Party and to the Non-affected Party, or (ii) if there are two Affected Parties, each party shall determine damages in accordance with Section 10 of the Contract with the Market Value being the arithmetic average of the amounts so determined. The Market Value for each Terminated Transaction shall be determined by using the mid-market quotations or values without regard to the creditworthiness of the party performing the calculations."

Section 6. Taxes

Section 6 is amended by adding the following provisions to the end of Section 6:

"Gross Receipts and Consumption, and Compensating Taxes. For clarity, the Contract Price does not include any applicable state or local, gross receipts, compensating, utility, transaction privilege, sales or use tax which may be assessed as a result of sales of or use of Gas hereunder, whether measured by quantity or revenues ("Gross Receipts" or "Compensating Tax"). If there is such a Gross Receipts and/or Compensating Tax, either of which being applicable to that quantity of Gas sold to or used by Buyer hereunder, Seller will invoice Buyer and Buyer will pay Seller the amount of the Gross Receipts or Compensating Tax, and Seller will remit same as required by Applicable Law.

Protest and Payment. If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, the Party responsible for such Taxes shall promptly reimburse the other Party for such Taxes, except to the extent either Party has filed, or provides prior notice to the other Party that it will timely file, a good faith protest, contest, dispute or complaint with the taxing authority or applicable court with jurisdiction, which tolls the requirement to pay such Taxes. Any Party is entitled to make such good faith protests, contests, disputes or complaints with the applicable taxing authority or applicable court with jurisdiction or to file for a request for refund for such Taxes already paid in a timely manner as to any Taxes that it is responsible to pay or remit or for which it is responsible to pay or reimburse the other Party. In the event either Party makes such filings, the other Party shall cooperate with such filing Party by providing any relevant information within that Party's possession, which will support the filing Party's filing upon request by and as specified by the filing Party. Upon the issuance by the taxing authority or court of a final, non-appealable order, which lifts the tolling of an obligation to pay and requires payment of the applicable Taxes, and absent a stay of such order, the responsible Party shall either pay directly to the applicable taxing authority, or reimburse the other Party for, such Taxes and any other amounts (including interest) required by such order. Any Party entitled to an exemption from any such Taxes or charges shall furnish the other Party any necessary documentation thereof."

Section 7. Billing, Payment and Audit

Section 7.7 is amended by adding the following phrase to the end of the first sentence:

"provided further, however, that the Party due payment under Section 7.3 may net all undisputed sums due thereunder against any amounts payable by it when making payments under Section 7."

Section 10. Financial Responsibility

Section 10.2 is amended by (i) deleting the word "or" before "(ix)" in such Section; and (ii) adding the following immediately after the ";" at the end of subclause (ix) of such Section:

"(x) repudiate, reject or challenge the validity of, this Contract; (xi) transfer all or substantially all of its assets or merge into or consolidate with any entity or reorganize, incorporate, reincorporate, or reconstitute into or as, another entity, or another entity transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, the Defaulting Party where the merging party's obligations are not assumed by operation of law or written instrument; (xii) have made any representation or warranty herein which is false or misleading in any material respect when made or when deemed made or repeated; (xiii) fail to perform or breach any other material obligation or covenant under this Contract (except to the extent such failure constitutes a separate Event of Default, and except for such Party's obligations to deliver or receive Gas, the exclusive remedy for which is provided in Section 3) if such failure is not remedied within fifteen (15) Business Days after receipt of written notice."

Section 10.2 is amended by adding the following at the end before the "." in the last sentence:

", provided that no suspension of performance shall continue for more than ten (10) Days unless an Early Termination Date has been declared and the Defaulting Party given Notice thereof in accordance with Section 10.3."

Section 10.3.1 is amended by adding the following sentence at the end of the first paragraph:

"Notwithstanding the foregoing, in no event shall the Non-Defaulting Party owe any amounts to the Defaulting Party on account of this Transaction as a Terminated Transaction, whatever the difference between Market Value and Contract Value. However, nothing in this section releases Buyer from its obligation to remit any undisputed payment to Seller for any natural gas or Biogas delivered to Buyer pursuant to any Transaction Confirmation."

Delete the words "and without prior Notice to the Defaulting Party" in Section 10.3.2.

Add the following after the last sentence in each option given for Section 10.3.2:

"Nothing in this Section will be effective to create a charge or other security interest. This Section will be without prejudice and in addition to any right of setoff, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which a party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise)."

Section 10.4 is amended by (i) replacing "second" in the sixth line with "fifth," and (ii) adding the following at the end thereof:

"Notwithstanding the foregoing, if the Non-Defaulting Party owes the Net Settlement Amount to the Defaulting Party, the obligation of the Non-Defaulting Party to pay to the Defaulting Party the Net Settlement Amount, shall not arise until, and shall be subject to the condition precedent that, (i) all transactions are terminated in accordance with this Contract and (ii) all obligations (contingent or absolute, matured or unmatured) of the Defaulting Party and any Affiliate of the Defaulting Party to make any payment to the NonDefaulting Party or any Affiliate of the Non-Defaulting Party shall have been fully and finally performed."

Delete Section 10.5 in its entirety and replace it with the following:

"10.5. "Each Party further represents and warrants to the other Party that (i) this Base Contract and all transaction(s) governed by the Base Contract constitute "forward contracts" and/or "swap agreements" within the meaning of the United States Bankruptcy Code (the "Code"); (ii) it is a "forward contract merchant" within the meaning of the Code with respect to any transactions that constitute "forward contracts"; (iii) all payments made or to be made on its behalf pursuant to the Contract, including the application by a Party of any collateral or security to any amounts due and owing to such Party, constitute "settlement payments" within the meaning of the Code; and (iv) its rights under Section 10, "Financial Responsibility", of the Contract constitute a "contractual right to liquidate, terminate, or accelerate" or the transactions within the meaning of the Code. Each Party further agrees that the other Party is not a "utility" as such term is used in 11 U.S.C. Section 366, and each Party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding involving such Party. In addition, each Party agrees that, for any Gas actually consumed (rather than resold) by such Party, if Gas is not delivered pursuant to this Contract, the local gas distribution utility for such Party is the provider of last resort and can supply such Party's Gas consumption needs."

Section 11. Force Majeure

Delete Section 11.4 and replace it with the following:

"Notwithstanding anything to the contrary in this Section 11, the Parties agree that the settlement of strikes, lockouts, or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance; and further agree that, upon the occurrence and continuance of any event of Force Maj ewe, neither Party shall be obligated to purchase or sell Gas hereunder if such purchase or sale would result in material economic impact to such Party under the transaction(s) affected by the event of Force Majeure."

Add the following as new Section 11.7:

"11.7 Without restricting the generality of the foregoing, if an event of Force Majeure occurs, the Party affected may, in its sole discretion and without notice to the other Party, determine not to make a claim of Force Majeure and to waive its rights hereunder as they would apply to such event. Such determination or waiver shall not preclude the affected Party from claiming Force Majeure in respect of any subsequent event, including any event that is substantially similar to the event in respect of which such determination or waiver is made."

Add the following as new Section 11.8:

"11.8 If an event of Force Majeure impairs or prevents Seller from delivering or Buyer from purchasing Gas under this Contract and such event of Force Majeure continues (i) for a continuous period of time greater than ninety (90) Days or (ii) for more than one hundred and eighty (180) cumulative Days during any calendar year, the Party not claiming the event of Force Majeure may terminate and liquidate the transactions affected by such event of Force Majeure utilizing the same methodology (including rights and remedies) set forth under Section 3. Notwithstanding the foregoing, (a) if the Party claiming an event of Force Majeure proceeded with reasonable efforts to resolve the event or occurrence once it occurred in order to resume performance but performance under the Contract cannot resume until after the time periods set forth in (i), the Party not claiming the event of Force Majeure may not terminate and liquidate the transactions affected by such event of Force Majeure unless performance is not resumed within one hundred and eighty (180) Days from the event of Force Majeure; and (b) to the extent the event of Force Majeure relates to the events described in any of the events described in (i)-(iii) of Section 11.2, any affected transactions shall be terminated between the Parties without either Party being liable to the other Party for any damages under the Contract except for indemnification obligations."

Section 12. Term

Delete the second sentence and replace it with the following:

"The rights of either Party pursuant to: (i) Section 7, (ii) Section 10, (iii) Section 13, (iv) Section 14, (v) Section 15, (vi) Waiver of Jury Trial provisions (if applicable), (vii) the obligations to make payment hereunder, and (viii) the obligation of either Party to indemnify the other pursuant hereto, shall survive the termination of the Base Contract or any transaction."

Section 14. Market Disruption

Delete Section 14 and replace it with the following:

"If a Market Disruption Event has occurred then the Parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the Parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each Party attempting to obtain, in good faith and from non-affiliated market participants in the relevant market, at least four quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes, Once the Parties obtain the quotes, the following methodology shall be used to determine the replacement price for the Floating Price: (i) if each Party obtains four or more quotes, the arithmetic mean of the quotations, excluding the highest and lowest values, shall be utilized; (ii) if one Party obtains four or more quotes and the other Party obtains less than four, the highest and lowest values of all obtained quotes shall be excluded and the arithmetic mean of the remaining quotations shall be utilized; or (iii) if both Parties obtain less than four quotes, the Parties shall resort to the negotiation process set out in Section 15.16 to resolve the dispute with the quotes being only indicative of an illiquid market which shall allow both Parties to utilize other industry information, including internal valuations to resolve the dispute. For purposes of the foregoing sentence, if more than one quotation is the same as another quotation, and such quotations are the highest and/or lowest values, only one of the quotations shall be excluded. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of

any exchange acting as the index; or (e) a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged."

Section 15. Miscellaneous

Delete Section 15.3 in its entirety and replace it with the following:

"15.3 No waiver of any breach of this Contract, or delay, failure or refusal to exercise or enforce any rights under this Contract (including any rights to claim excused performance as a result of an event of Force Majeure), shall be held to be a waiver of any other or subsequent breach, or be construed as a waiver of any such right then existing or arising in the future."

Section 15.5 is amended by inserting the following at the end thereof:

"In the event judicial proceedings are instituted by either Party for the enforcement of this Contract or any provisions hereof, the prevailing Party shall be entitled to award of its reasonable costs and attorneys' fees incurred in connection with such proceedings."

Add the following as new Section 15.13:

"15.13 To the extent, if any, that a transaction does not qualify as a "first sale" as defined by the Natural Gas Act and §§ 2 and 601 of the Natural Gas Policy Act, each Party irrevocably waives its rights, including its rights under §§ 4-5 of the Natural Gas Act, unilaterally to seek or support a change to any terms and conditions of the Contract, including but not limited to the rate(s), charges, or classifications set forth therein. By this provision, each Party expressly waives its right to seek or support, either directly or indirectly, and by whatever means: (i) an order from the U.S. Federal Energy Regulatory Commission ("FERC") seeking to change any of the terms and conditions of the Contract agreed to by the Parties; and (ii) any refund from the other Party with respect to the Contract. Each Party further agrees that this waiver and covenant shall be binding upon it notwithstanding any regulatory or market changes that may occur after the date of the Base Contract or any transaction entered into between the Parties. Absent the agreement of both Parties to the proposed change, the standard of review for changes to any terms and conditions of the Contract proposed by (a) a Party, to the extent that the waiver set forth in this Section 15.13 is unenforceable or ineffective as to such Party due to a final determination being made under applicable law that precludes the Party from waiving its rights to seek or support changes from the FERC to the terms and conditions of this Contract, (b) a non-party, or (c) the FERC acting sua sponte, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Siena"), as Mobile-Siena has been clarified by Morgan Stanley Capital Group, Inc, v. Public Util. Dist. No. 1 of Snohomish, 128 S.Ct. 2733 (2008), and NRG Power Marketing, LLC v. Maine Public Utilities Commission, 130.S.Ct." 693 (2010)."

Add the following as new Section 15.14:

"15.14 This Contract shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed."

Add the following as new Section 15.15:

"15.15 Each Party will be deemed to represent to the other Party each time a transaction is entered into that: (i) it is acting for its own account, and it has made its own independent decisions to enter that transaction and as to whether that transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary; (ii) it is not relying on any communication (written or oral) of the other Party as investment advice or as a recommendation to enter into that transaction; it being understood that information and explanations related to the terms and conditions of a transaction shall not be considered investment advice or a recommendation to enter into that transaction; (iii) no communication (written or oral) received from the other Party shall be deemed to be an assurance or guarantee as to the expected results of that transaction; (iv) it is capable of assessing the merits (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that transaction; (v) it is capable of assuming, and assumes, the risks of that transaction; and (vi) the other Party is not acting as a fiduciary for, or an advisor to, it in respect of that transaction."

Add the following as new Section 15.16:

"15.16 The Parties covenant and agree to comply with all Applicable Laws, rules and regulations associated with any Transaction."

Add the following as new Section 15.17:

"15.17. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS CONTRACT OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT."

The Parties represent and warrant that the General Terms and Conditions of the Base Contract have not been modified, altered, or amended in any respect except for (i) these Special Provisions and (ii) as explicitly set forth in the Transaction Confirmation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused these Special Provisions to be duly executed as of the Effective Date.

SELLER
GSF Energy L.L.C.

By: /s/ Martin L. Ryan
Name: Martin L. Ryan
Title: CEO and President

BUYER
Trillium Transportation Fuels, LLC

By: /s/ Bill Cashmareck
Name: Bill Cashmareck
Title: Director, Trillium

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [***].

TRANSACTION CONFIRMATION

Date: 8/24, 2018
Contract:
Confirmation Number: 001

This Transaction Confirmation is subject to that certain NAESB Base Contract for Sale and Purchase of Natural Gas, including the Special Provisions (the "Base Contract") dated August 24, 2018 (the "Effective Date"). The terms of this Transaction Confirmation are binding. Capitalized terms not otherwise defined in this Transaction Confirmation shall have the meaning given to them in the Base Contract. For purposes of this Transaction Confirmation, "Gas" as used in the Base Contract shall also include Biogas

BUYER:
Trillium Transportation Fuels, LLC

2929 Allen Parkway, Suite 4100
Houston, TX 77019

Attn: Gavin Gretter
Phone: [***]

Base Contract No.
Transporter:
Transporter Contract Number:

SELLER:
GSF Energy, L.L.C.

680 Andersen Drive
Foster Plaza 10, 5th Floor
Pittsburgh, PA 15220

Attn: President
Phone: [***]

Base Contract No.
Transporter:
Transporter Contract Number:

I. Commercial Terms

1. Contract Price:

(a) **Biogas Value**. As payment for the Biogas delivered to Buyer, Buyer shall pay to Seller the Biogas Value.

(i) The **Biogas Value** shall be paid by the Buyer and is calculated by multiplying the Biogas Price by the Biogas Quantity of Biogas (as measured in MMBtus).

(ii) The **Biogas Price** shall mean the [***].

(b) **Margin Share**. In consideration of Buyer using the Biogas as a Vehicle Fuel, Seller shall pay to Buyer the Margin Share, which shall be an amount equal to [***].

2. **Delivery Period**:

(a) Biogas Daily Delivery

Begin Date: February 1, 2019
End Date: January 31, 2024

(b) RIN Monthly Delivery - One Month after the Biogas Delivery Month, as applicable

(c) LCFS Quarterly Delivery - One Calendar Quarter after the Calendar Quarter in which Biogas was delivered, as applicable

3. Contract Quantity and Performance Obligation:

(a) Biogas Quantity

Throughout the Delivery Period, Seller shall have a Firm obligation to sell and deliver 100% of the Biogas produced by Seller to Buyer at the Delivery Point and Buyer shall have a Firm obligation to take delivery of such Biogas.

(b) Throughout the Delivery Period, Buyer shall use Biogas purchased under this Transaction Confirmation which derives from an EPA-approved pathway that converts all of such Biogas to a Vehicle Fuel in the Biogas Delivery Month, all in accordance with the EPA RFS, LCFS, and any CFP. Buyer shall maintain all records relevant to the purchase of Biogas from Seller, processing of such Biogas Into a Vehicle Fuel, Vehicle Fuel sales, documentation of Vehicle Fuel production and sale in accordance with the requirements of the EPA RFS, the requirements of the LCFS, and the requirements of any CFP.

4. Delivery Point:

The Delivery Point shall be at Seller's meter as set forth below:

Description
Tailgate at McCarty Road Landfill
9416 Ley Road
Houston, TX 77078

Meter Number
[***]

5. Biogas Supply Source:

Biogas delivered to the Delivery Point shall be sourced from the following:

McCarty Road Landfill; EPA Facility ID No. 71135

II. Special Conditions

1. Definitions.

"Biogas" means quantities of methane, measured in MMBtu, that:

(i) meet the qualifications for D3 Renewable Identification Numbers (cellulosic biofuel) under the EPA's RFS regulations as of the Effective Date;

(ii) meet the definition of biogas or biomethane as defined by the RFS; and

(iii) meet the common carrier pipeline gas quality specifications as provided by the local utility or transmission company for the applicable Delivery Point.

"Biogas Price" shall have the meaning as described in the Contract Price section above.

"Biogas Supply Source" means the McCarty Road Landfill.

"Calendar Quarter" means the periods, January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31.

"CARB" means the California Air Resources Board or its successor.

"CFP" means any state or regional clean fuels program applicable to the Biogas subject to this Transaction Confirmation or that shall become applicable to such Biogas,

"EMTS" means the EPA Moderated Transaction System for RINs.

"Green Attributes" means any and all environmental attributes, credits, benefits, emission reductions, offsets, and allowances, howsoever entitled, attributable to the characteristics, production, use or combustion of the Biogas or its displacement or reduction in the use of conventional energy generation, greenhouse gas emissions, pollutants or transportation fuel, including, without limitation, RINs under the RFS, renewable energy certificates and credits under state low carbon fuel programs such as the LCFS or a CFP, Green Attributes shall not include any existing or future tax credits, depreciation deductions and depreciation benefits, or other tax benefits arising from ownership of the Biogas Supply Source or from the production of Biogas.

"Low Carbon Fuel Standard" or "LCFS" means the California Low Carbon Fuel Standard as set forth in Section 95484 of Title 17 of the California Code of Regulations, as amended or supplemented and administered by CARB as of a given date.

"LCFS Credits" means credits generated under the LCFS or a CFP, as may be applicable.

"Quality Assurance Plan" or "QAP" means the list of elements that an independent third-party auditor will check to verify that the RINs generated by a renewable fuel producer or Importer are valid pursuant to § 40 C.F.R. 80.1469.

"Q-RIN" means a RIN verified by a registered independent third-party auditor using a QAP that has been approved under 40 C.F.R. § 80.1469(c) following the audit process described in 40 C.F.R. § 80.1472.

"Qualified Facility" means a facility that meet the eligibility standards for Registration.

"Registration" means registration of the Biogas Supply Source, Qualified Facilities, parties, Biogas, or pathways, as applicable, with the EPA, CARB or other governmental or certifying entity, as applicable, such that the Biogas produced from the Biogas Supply Source becomes RIN-eligible or LCFS Credit-eligible, as applicable.

"Renewable Fuel Standard" or "RFS" means the renewable fuel program and policies established section 211(o) of the Clean Air Act (42 U.S.C. § 7545(o)) as implemented by the ERA under Subpart M of Title 40 of the Code of Federal Regulations as may be amended from time to time.

"Renewable Identification Number(s)" or "RIN(s)" is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed, Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. § 80.1426 (2012)), as amended from time to time,

"RINs Resale Price" means an amount equal to the volume weighted average price actually received by Seller from third parties for all QAP D3 RINs that were generated within the same calendar month as the RINs generated from the Biogas delivered to Buyer. The conversion factor for determining the quantity of RINs generated for the quantity of Biogas delivered is 11.727 RINs for every 1 MMBtu of Biogas (11.727 RINs/1 MMBtu), or as otherwise specified by the EPA.

"Vehicle Fuel" means compressed natural gas (CNG) or liquefied natural gas (LNG) derived from Biogas and used in transportation vehicles and which qualifies for receipt of a RIN under the EPA Renewable Fuel Standard and which may qualify for receipt of an LCFS Credit under the LCFS or a CFP.

2. **Representations by Both Parties.** Each of the parties to this Transaction Confirmation represents and warrants that, as of the date of this Transaction Confirmation specified above:

(a) It has full and complete authority to enter into and perform this Transaction Confirmation;

(b) The person who executes this Transaction Confirmation on its behalf has full and complete authority to do so and is empowered to bind it thereby;

(c) It is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws; and

(d) It has not and will not take any action that results in the invalidity of LCFS Credits or RINs generated on the Biogas delivered under this Transaction Confirmation.

3. **Buyer Representations.** Buyer represents and warrants to Seller as of the execution date of this Transaction Confirmation and on each Day during the Delivery Period that:

(a) Buyer has not sold, traded, remarketed, given away, claimed, or otherwise sold separately, the Green Attributes from the Biogas, except as otherwise provided in this Transaction Confirmation;

(b) The Biogas delivered to Buyer will be used as Vehicle Fuel; and

(c) As of the execution date hereof, Buyer meets the eligibility standards for Registration under the EPA RFS and LCFS.

4. **Seller Representations.** Seller represents and warrants to Buyer as of the execution date of the Transaction Confirmation and on each Day during the Delivery Period that:

(a) Seller represents that the Biogas Supply Source meets the eligibility standards for the generation of RINs and LCFS Credits under the EPA RFS and the LCFS, as applicable; and

(b) the Biogas delivered to Buyer shall have been processed in accordance with the requirements of the EPA RFS and LCFS, as applicable.

5. **RFS, LCFS, CFP Registration.**

(a) **RFS Registration**. Seller maintains an account with EPA's Central Data Exchange, EMTS. Seller's company name in EMTS is "Montauk Energy Holdings, LLC" and identifier is 6319. The facility identifier producing the Biogas that is subject to this Transaction Confirmation is 71135. Seller shall submit an RFS registration update to EPA at Seller's cost. Buyer shall cooperate with Seller and provide all necessary information required to complete and maintain the updated registration, including, but not limited to, affidavits, contracts, volume statements, and Biogas dispensing pathways. Seller shall be responsible for any ongoing reporting and costs associated with integrity and compliance of the Biogas pathway, including QAP costs in Special Condition 10 (Third Party Verification Support Requirement).

(b) **LCFS, CFP Registration**. Seller and Buyer shall cooperate to fulfill requirements under the LCFS and CFP, as may be applicable, to generate LCFS Credits. Buyer shall be responsible for any ongoing reporting and costs associated with integrity and compliance of the Biogas pathway.

6. **Process for Generation and Allocation of RINs**

(a) *Seller Responsibilities and EPA EMTS Account*.

(i) Within the first two (2) weeks of the Delivery Period, Seller shall facilitate access for Buyer to any and all records relevant to determining the quantity of Biogas sold and delivered by Seller and purchased and received by Buyer during the prior week so that Buyer can prepare the data regarding RIN generation for submission to the Seller and/or the Seller's agent.

(ii) Seller shall prepare and submit a product transfer document ("PTD") and Seller shall submit such data to the EPA EMTS account, detailing the following:

(a) RIN transferor and transferee company information and EPA company ID;

(b) Product information including Fuel Code;

(c) RIN quantity to generate and transfer;

(d) RIN Year;

(e) PTD number; and

(f) Any other data as required by the EPA RFS to generate and allocate RINs.

(b) *Buyer Responsibilities*.

(i) Within the first three (3) weeks of the Delivery Period, Buyer shall analyze the Biogas quantity sold and delivered by Seller and purchased and received by Buyer under this Transaction Confirmation which converted such Biogas to a Vehicle Fuel to determine how many RINs were generated during the prior Month.

(ii) Buyer shall prepare a report, for submission to Seller detailing the following:

(a) Biogas sold and delivered by Seller and purchased and received by Buyer at the Delivery Point.

(b) Total Biogas sold under this Transaction Confirmation during the applicable Month that was converted by Buyer for use as a Vehicle Fuel.

(c) RINs to be created from Biogas purchased by Buyer from Seller.

(c) *EPA EMTS Accounts*: The EPA EMTS account number to which RINs allocated to the Seller should be allocated and deposited is 6139. The EPA EMTS account number to which RINs allocated to the Buyer should be allocated and deposited is 6497.

7. **Change In Law:**

In the event that the EPA amends its regulations for the creation and sale of RINs and/or CARB amends its regulations for the creation and sale of LCFS Credits, the parties agree to amend this Transaction Confirmation accordingly so long as such amendment does not adversely affect the relative benefits of the transaction to both Buyer and Seller as of the date upon which the Transaction Confirmation is executed. Each party agrees to take any commercially reasonable action or cooperate with any commercially reasonable request of the other party reasonably necessary in connection with Seller's application for approval of a pathway under the LCFS for the sale of Biogas as Vehicle Fuel and Seller's approval from the EPA to be classified as a renewable fuel producer under the EPA RFS to produce Biogas that generates RINs when used as Vehicle Fuel.

8. **Termination.**

(a) If during any [***] rolling period during the Delivery Period, the average total combined per MMBtu price for Biogas and the RINs Resale Price is [***] per MMBtu, Seller may terminate this Transaction Confirmation upon twenty-five (25) Business Days prior written notice to Buyer. The average per MMBtu shall be calculated by [***].

9. **Hierarchy.** In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern.

Please confirm the foregoing correctly sets forth the terms of our agreement with respect to this transaction by signing in the space provided below and returning an executed copy of this Transaction Confirmation in pdf file format by email to mryan@montaukenergy.com.

BUYER	**SELLER**
Trillium Transportation Fuels, LLC	GSF Energy, L.L.C.
By: /s/ Bill Cashmareck	By: /s/ Martin L. Ryan
Name: Bill Cashmareck	Name: Martin L. Ryan
Title: Director, Trillium	Title: CEO and President
Date: 8/24/18	Date: 8/24/18

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [***].

FIRST AMENDMENT TO BIOGAS TRANSACTION CONFIRMATION

THIS FIRST AMENDMENT TO BIOGAS TRANSACTION CONFIRMATION (this **"Amendment")** is made and entered into effective as of June 26th, 2019 (the **"Effective Date"),** by and between GSF Energy, LLC and a Delaware limited liability company **("Seller"),** and Trillium Transportation Fuels, LLC, a Delaware limited liability company **("Buyer").** Buyer and Seller may be referred to individually as a **"Party"** or collectively as the **"Parties".**

RECITALS

WHEREAS, Seller and Buyer are parties to that certain NAESB Base Contract for Sale and Purchase of Natural Gas dated August 24, 2018 (the **"Base Contract")** and the Transaction Confirmation dated August 24, 2018 **("Transaction Confirmation")** whereby Seller will sell and deliver Biogas to Buyer and Buyer will purchase and receive such Biogas; and

WHEREAS, the Parties desire to modify the Transaction Conformation as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth hereinafter, the sufficiency of such consideration being acknowledged by the Parties, the Parties hereby agree as follows:

1. **CONTRACT PRICE.** Section 1(b)(ii) is hereby deleted in its entirety and replaced with the following:

"(ii) Effective upon approval by the California Air Resources Board **("CARB"),** which approval is expected to occur in the second calendar quarter of 2019, Seller shall receive from Buyer [***]% of the Incremental LCFS Credit Revenue (as herein defined) for all LCFS Credits generated from Biogas delivered to Buyer. **"Incremental LCFS Credit Revenue"** means (as determined on a per-MMBtu basis [***]."

2. **FULL FORCE AND EFFECT.** Except as amended and modified herein, all of the terms and provisions of the Base Contract and the Transaction Confirmation shall remain in full force and effect. In the event of a conflict between this Amendment, the Base Contract and the Transaction Confirmation, tills Amendment shall control.

3. **COUNTERPARTS; FACSIMILE AND EMAIL.** The Parties may execute this Amendment in counterparts, and by facsimile or electronic mail transmission, each of which counterpart shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, and with the intent to be legally bound, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of the Effective Date.

TRILLIUM TRANSPORTATION FUELS, LLC

By: /s/ John Nelson
Name: John Nelson
Title: Director

GSF ENERGY, LLC

By: /s/ Martin L. Ryan
Name: Martin L. Ryan
Title: President

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY "[***]".

THIRD AMENDED AND RESTATED GAS LEASE AGREEMENT

THIS THIRD AMENDED AND RESTATED GAS LEASE AGREEMENT ("Agreement"), effective as of January 1, 2018 ("Effective Date"), is by and between Rumpke Sanitary Landfill, Inc., an Ohio corporation ("Lessor" or "Rumpke"), and GSF Energy, LLC, a Delaware limited liability company and successor in interest to GSF Energy Inc. ("Lessee" or "GSF").

BACKGROUND

WHEREAS, the parties entered into that certain Second Amended and Restated Gas Lease Agreement dated December 22, 2005, as amended by that certain First Amendment dated April 6, 2007, and by that certain Second Amendment dated July 1, 2016 (as amended, the "Second Amended Gas Lease"); and

WHEREAS, Rumpke desires to expand the Landfill to the east and will be submitting an application to the Ohio EPA for approval of such expansion (the "Landfill Expansion"); and

WHEREAS, the parties desire to amend and restate the Second Amended Gas Lease to extend the Term and incorporate any changes to accommodate the Landfill Expansion,

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree to amend and restate the Second Amended Gas Lease as follows:

ARTICLE I.
DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings specified in Annex A.

ARTICLE II.
LANDFILL GAS RIGHTS, PROPERTY RIGHTS AND COLLECTION SYSTEM

2.1 Grant of Gas Rights. Subject to the terms and conditions of this Agreement, Lessor hereby grants, conveys and assigns to Lessee for the Term of this Agreement all rights, title and interest to or in all Landfill Gas produced from the Landfill and the exclusive right and license to explore for, extract, gather, process, develop, measure, filter, produce, take and use or sell all Landfill Gas produced and recovered from the Landfill including the right to claim any federal tax incentives arising from the production and sale of Landfill Gas from the Landfill.

2.2 Grant of Rights of Way and Easements. Subject to the terms and conditions of this Agreement, Lessor hereby grants and conveys to Lessee the following easements for the Term of this Agreement:

(a) Easements. Appurtenant easements on, over and through the Landfill for (i) the location of the Gas Facility thereon; (ii) the construction, installation, operation and maintenance of the Gas Facility; (iii) any Landfill Gas pipelines to transport Landfill Gas collected by the Collection System to the Gas Processing Facilities; (iv) any gas pipelines to transport Processed Gas Products from the Gas Facility to gas interconnection facilities or end use customers; (v) any condensate lines to or from the Landfill; and (vi) sewer, electric, gas, water, telephone and other utilities that are necessary or desirable for the Gas Facility and related equipment as reasonably determined by Lessee, all of which shall not unreasonably restrict or interfere with Lessor's efficient use or operation of the Landfill, or cause any violation of any zoning or use ordinance applicable to the Landfill or Lessor's use or operation thereof

(b) Rights-of-way. Rights of way over the Landfill and rights of ingress and egress over and through the Landfill by vehicle or on foot with around the clock access to the Landfill and the Gas Facility.

2.3 Land Use; Gas Processing Facility Site. Lessee shall be authorized and is hereby granted the use of that portion of the Landfill and any adjacent or contiguous land owned or controlled by Lessor, without cost, to the extent reasonably necessary or convenient for Lessee's facilities and operations hereunder, including the construction, operation and maintenance of the Collection System, Flare Stations and Gas Processing Facilities all of which shall not unreasonably restrict or interfere with Lessor's efficient use or operation of the Landfill, or cause any violation of any zoning or use ordinance, statute, rule or regulation applicable to the Landfill or Lessor's use or operation thereof, During the Term and at no cost to Lessee and subject to the provisions of Section 6.4 of this Agreement relating to the future location or relocation of the Gas Processing Facility due to the Landfill Expansion, Lessor hereby grants Lessee the rights to use that certain parcel of land at the Landfill of approximately four (4) contiguous acres as set forth on Annex B, for the Gas Processing Facilities existing as of the Effective Date and any expansions thereto. In connection with the Landfill Expansion, Lessee acknowledges that the site depicted on Annex B shall at some time no longer be available to Lessee as a site for the Gas Processing Facilities. As a result, Lessor shall provide Lessee with thirty-six (36) months' notice of its need for the existing site and shall grant to Lessee the rights to use that certain parcel of land at the Landfill of approximately four (4) contiguous acres for the location and relocation of the Gas Processing Facility as shown on Annex C or such alternate location as may be reasonably designated by Rumpke provided that such alternate location shall not materially increase construction or operating costs of Lessee. Lessee further agrees that such relocated Gas Processing Facility shall be designed and built consistent with best available technology and standards, as reasonably agreed upon by both parties, and enclosed within a building to the extent reasonably practicable.

2.4 Ownership of the Collection System. Lessee owns all right, title and interest to or in the Collection System for the Term of this Agreement. Upon expiration or termination of this Agreement, all right, title and interest to or in the Collection System shall automatically transfer to Lessor without any further action.

2.5 Constituent Products. In the event Constituent Products become available to this project in the future, GSF and Rumpke would [***].

2.6 Nature of Granted Rights. For the Term of this Agreement, as between Lessor and Lessee, Lessee (i) has exclusive control over and responsibility for, the operation, maintenance and repair of the Collection System, (ii) holds legal and equitable title to all Landfill Gas generated by the Landfill, (iii) is the owner of the Collection System for tax purposes, and is entitled to any depreciation with respect to such Collection System, and (iv) has an insurable interest in the Collection System and risk of loss with regard to the same.

ARTICLE III.
CONSIDERATION

3.1 Consideration. In consideration for the rights granted to Lessee hereunder, Lessee shall pay Lessor a monthly royalty as set forth in Annex D attached hereto during the Term.

3.2 Default Rate. In the event that any payment due under this Agreement shall not have been paid by Lessee by the due date thereof, Lessee agrees to pay Lessor a default charge which shall accrue daily at the rate of [***]% per annum on the unpaid balance of the principal and any accrued interest. Interest shall be calculated based upon a 360-day year, having 12 months of 30 days each.

3.3 Audit. Lessor shall have the right, upon reasonable written notice to Lessee, through an independent certified public accounting firm, to inspect the records of Lessee used in determining Lessee's Average Monthly Sales Price and Gas Sales Revenue, including agreements with brokers, purchasers or counterparties, for the purpose of verifying the accuracy of the royalty payments to Lessor. Such inspections shall be conducted during normal business hours at Lessee's place of business, within the twelve (12) month period following the end of such calendar year.

ARTICLE IV.
TERM; OPTIONAL SALE

4.1 Term. The term of this Agreement shall commence on the date hereof and shall continue, unless otherwise terminated as provided herein, in effect for [***] years from the Effective Date of this Agreement (the "Initial Term"). The Initial Term, and all subsequent extensions, if any, shall hereinafter collectively be referred to as the "Term".

4.2 Extensions. Each party may propose to extend the Initial Term of this Agreement for [***] year period, by delivering written notice to the other party [***] days prior to the end of the Initial Term. The party receiving such notice must respond in writing within thirty (30) days if it does not agree to extend the Term, with no response being deemed acceptance of the extension of the Initial Term.

4.3 Surrender. Upon one hundred and eighty days (180) written notice to Lessor, Lessee may, in its sole discretion, surrender and terminate this Agreement without liability hereunder if a suitable purchaser of Processed Gas Products cannot be obtained or maintained, or if Landfill Gas cannot reasonably be recovered from the Landfill in Commercial Quantities, and thereby be relieved of all obligations as to Lessor; provided such failure to find a suitable purchaser

or recover Commercial Quantities is not due to the actions of GSF. Upon any surrender pursuant to this Section 4.3, Lessee shall retain such rights of way and easements over, upon and across the Landfill as shall be necessary or convenient for Lessee to comply with its obligations pursuant to Section 5.2(c) and Rumpke shall have the option to purchase the Gas Processing Facilities. GSF and Rumpke shall act reasonably and in good faith to negotiate a purchase price for the Gas Processing Facilities. In the event the parties are unable to reach an agreement with respect to the purchase price within fifteen (15) days of GSF's notice of surrender, the parties shall mutually select a third- party appraiser (the "Appraiser") and evenly split the fees for the Appraiser's services. The Appraiser's report indicating the appraised fair market value of the Gas Processing Facilities shall be delivered to both parties within thirty (30) days of engagement of the Appraiser. Upon receipt of the Appraiser's report, Rumpke shall have fifteen (15) days to accept the appraised value in the Appraiser's report and agree to purchase the Gas Processing Facilities at the value stated therein. If Rumpke declines, GSF shall be free to retain or sell the Gas Processing Facilities to another party.

4.4 Transfer of Interests. In connection with any transfer or reversion of the Gas Rights and Collection System to Lessor, Lessor shall take full assignment of all rights and obligations of Lessee related to the Gas Rights and Collection System, and will thereafter indemnify and hold Lessee harmless from and against such obligations accruing after the transfer. The parties will take all actions necessary to effect such transfers.

ARTICLE V.
REPRESENTATIONS, WARRANTIES, COVENANTS

5.1 By Lessor. Lessor makes the following representations, warranties, and covenants in favor of Lessee:

(a) Organization and Power. Lessor is a corporation duly formed, validly existing and in good standing under the laws of the State of Ohio and has the full corporate power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Authority, No Violations, etc. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been duly and validly authorized by all necessary action on the part of Lessor. This Agreement is the legal, valid and binding obligation of Lessor, enforceable in accordance with its terms subject to bankruptcy, insolvency, fraudulent conveyance, transfer, reorganization, or other similar laws relating to or affecting the parties' rights generally and general principles of equity. Neither the execution and delivery of this Agreement by Lessor, nor the consummation by Lessor of the transactions contemplated herein, nor compliance by Lessor with the provisions hereof (i) conflicts with or results in a breach of the articles of incorporation, by-laws or organizational documents of Lessor (ii) conflicts with or results in a breach of any provision of, or constitutes (with or without the giving of notice or the passage of time or both) a default under or gives rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation or acceleration under, or requires any consent, approval, authorization, or waiver of, or notice to, any party to any agreement or other instrument or obligation to which Lessor is a party or by which Lessor or any of its properties or assets is bound; or (iii) results in the creation or imposition of any lien, security interest or other encumbrance of any kind or character upon any of the interests to be conveyed to Lessee.

(c) Approvals and Consents. No consent, approval or other action by, or filing with any person or Governmental Entity is required in connection with the execution and delivery by Lessor of this Agreement or the consummation by Lessor of the transactions contemplated hereby, other than those consents, approvals or other action that Lessor has obtained or taken.

(d) Litigation, etc. There are no actions, suits, claims, complaints, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity, whether civil or criminal in nature or whether before any Governmental Entity or arbitrator, against or affecting Lessor or any of its properties. There is no outstanding order, writ, injunction, decree, judgment or award by any court, arbitration panel or Governmental Entity against or affecting Lessor, or the operation of the Landfill or the Collection System.

(e) Municipal Solid Waste Landfill. The Landfill is a municipal solid waste landfill and Lessor covenants and agrees that it will continue to accept at least [***]%, by weight, Municipal Solid Waste at the Landfill during the Term.

(f) No Default. Lessor is not aware of any breaches or events of default by Lessee under the Second Amended Gas Lease.

5.2 By Lessee. Lessee makes the following representations, warranties, and covenants in favor of Lessor:

(a) Organization and Power. Lessee is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, has the limited liability company power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) Authority, No Violations, etc. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action on the part of Lessee. This Agreement is the valid and binding obligation of Lessee, enforceable in accordance with its terms subject to bankruptcy, insolvency, fraudulent conveyance, transfer, reorganization, or other similar laws relating to or affecting the parties' rights generally and general principles of equity. Neither the execution and delivery of this Agreement, nor the consummation by Lessee of the transactions contemplated hereby, nor compliance by Lessee with the provisions of these documents (i) conflicts with or results in a breach of any provision governing its organization and internal affairs; or (ii) conflicts with or results in a breach of any provision of, or constitutes (with or without the giving of notice or the passage of time or both) a default under, or gives rise to (with or without the giving of notice or the passage of time or both) any right of termination, cancellation or acceleration under, or requires any consent, approval, authorization, or waiver of, or notice to, any party to any agreement or other instrument or obligation to which Lessee is a party, or by which Lessee or any of its properties or assets is bound; or (iii) results in the creation or imposition of any lien, security interest or other encumbrance of any kind or character upon any of the Gas Rights or the Collection System.

(c) Removal of Facilities. Lessee shall have an obligation, within twelve (12) months after the expiration or termination of this Agreement, to remove the Gas Processing Facilities. Upon said expiration or termination, the Collection System and Flare Stations located on the Landfill shall become the property of Lessor and, unless there shall be a pending order or an existing Notice of Violation issued as a result of Lessee's actions during the Term, Lessee shall have no further responsibility with respect to said Collection System and Flare Stations. Notwithstanding the foregoing, in the event that this Agreement is terminated by Lessee exercising its surrender rights in accordance with Section 4.3 above, Lessor shall have the right of first refusal to purchase the Gas Processing Facilities on the terms set forth in Section 4.3.

(d) Surface Restoration. Lessee shall, upon expiration or termination of this Agreement, generally restore the surface of the Gas Processing Facility site to its pre-development condition to the extent reasonably possible.

(e) No Default. Lessee is not aware of any breaches or events of default by Lessor under the Second Amended Gas Lease.

ARTICLE VI.
OPERATIONS AND MAINTENANCE; PROJECT EXPANSION

6.1 Project Development. GSF shall design, construct and maintain an NSPS compliant Collection System on a timely basis which may, in its sole discretion, require it to either (a) expand its current Gas Processing Facility or (b) develop viable commercial alternative uses for the Landfill Gas as it becomes available. GSF shall use its best efforts, and will coordinate design aspects with Rumpke, to have a Collection System and Gas Processing Facility and flare capacity available at all times sufficient to accommodate all of the Landfill Gas produced by the Landfill and its expansions while maintaining compliance with NSPS and Rumpke's air permits. The Collection System (and any expansion thereof except for the North End) shall be designed and constructed to maximize the collection of Landfill Gas for commercial development. The construction of any new Gas Processing Facilities during the Term of this Agreement shall be at GSF's sole cost and expense.

6.2 Flare Stations. (a) GSF has designed, permitted, and constructed Flare Stations to provide back-up capacity for the Gas Processing Facilities. GSF shall at all times continue to provide flare capacity with back-up generator(s), sufficient for the destruction of all Landfill Gas generated by the Landfill; provided, however, that both parties recognize that the permit process is outside of either party's control and may ultimately impact GSF's timing with respect to installation of Flare Stations. GSF shall be responsible for the operation and maintenance of the Flare Stations during the Term.

(b) [***]

6.3 Collection System Expansions. (a)Excluding the North End, which is addressed separately in Section 7.6 herein, [***].

(b) The Parties acknowledge that active filling areas of any landfill generate refuse and landfill gas emissions that can, in certain circumstances, begin to cause odor issues for Rumpke prior to the date that the active filling area might otherwise be required to have an operational

NSPS compliant landfill gas collection system. When such situations occur at the Landfill, GSF and Rumpke agree to work toward the resolution of odors through best management practice techniques which may include, but not be limited to, modifications to the landfill filling pattern and size, application of daily and intermediate cover to comply with applicable permit conditions, installing odor dispersion and/or suppressant systems to assist in odor reduction or elimination, and other techniques to control refuse related odors, or installing a temporary Collection System expansion in the active area to begin capturing some of the Landfill Gas produced by that area in an attempt to relieve Landfill Gas related odor issues. Rumpke will work with GSF to determine the most beneficial placement of the Landfill Gas extraction devices, if any, to minimize disruption to the Rumpke's filling activities while providing for the most efficient use of the extraction devices.

6.4 Gas Processing Facility. GSF acknowledges that it may or may not continue to operate some or all of its existing Gas Processing Facilities throughout the Term. GSF also acknowledges that the Landfill Expansion is expected to require the relocation of the existing Gas Processing Facilities during the Term (the "Plant Relocation") from its current site as set forth on Annex B. As a result, Rumpke agrees to provide GSF with at least thirty-six (36) months' written notice of the need for GSF to vacate the area set forth on Annex B where the existing Gas Processing Facilities reside and GSF shall have the right, at its option, to replace, and/or relocate the Gas Processing Facilities to the parcel on Landfill property set forth on Annex C as provided in paragraph 2.3 above. In the event that GSF determines a need to salvage and relocate any portion of the existing Gas Processing Facility, GSF shall work closely with Rumpke to jointly develop a plan to salvage, relocate, dismantle and dispose of the impacted facilities. GSF shall be responsible for [***]. Rumpke shall be responsible for [***]. GSF and Rumpke will work together during any relocation, expansion, or new construction to minimize the impact on production of Processed Gas Products. Should the Plant Relocation occur in connection with the Landfill Expansion, the Plant Relocation site shall not be in any filling pattern and the Gas Processing Facilities will not need to be relocated again during the Term. Nothing herein shall relieve the parties from their respective obligations regarding operation, maintenance, monitoring or compliance during such replacement or relocation.

6.5 Disposal of Landfill Liquids. Lessee shall, in connection with its operations on the Landfill hereunder, deliver by pipeline to any point on the Landfill designated by Lessor, for disposal by Lessor, any liquids produced and recovered by the Lessee as a result of the collection of Landfill Gas prior to processing and any non-hazardous liquids acceptable for processing by the Cincinnati Metropolitan Sewer District (or its successor) produced and recovered by Lessee as a result of the processing of Landfill Gas and not otherwise disposed of by Lessee. Lessor shall accept, at the point it so designates, without cost to Lessee, said liquids for disposal. The disposal of hazardous liquids produced by the Gas Processing Facility shall be the sole responsibility of Lessee.

6.6 Collection System Operation and Maintenance. (a) GSF, [***], is responsible for the operation and maintenance of the Collection System over the entire footprint of the Landfill, including any future expansions.

(b) [***].

6.7 Conduct of Operations. Subject to the provisions of this Agreement, Lessee shall evaluate, test, collect, treat, and process Landfill Gas and market the Processed Gas Products produced by the Landfill (and any expansions) during the Term of this Agreement as a reasonably prudent operator and in compliance with any and all restrictions of applicable laws, regulations, ordinances and restrictions or conditions contained in any air or other permit of Lessor or Lessee. Lessee shall be responsible for all operation and production activities with respect to the Landfill Gas produced by the Landfill, during the term of this Agreement. Lessee shall use its reasonable best efforts to maximize the production and collection of Landfill Gas from the Landfill and, in the negotiating the sale or use of Processed Gas Products, to maximize the Average Monthly Sales Price of such Processed Gas Products and Lessee's Gas Sales Revenues. Lessee's operations pursuant to this Agreement shall be conducted so as to not unreasonably interfere with Lessor's use and operation of the Landfill. Notwithstanding any of the foregoing and subject to Schedule 7.2 with respect to wells in the North End, all accessible, vertical wells will be evaluated at least once per year for the depth to water and depth to bottom using a water sounder. Any wells showing less than 50% of available perforations shall be evaluated a second time during such year for the depth to water and depth to bottom using a water sounder. Lessee shall provide all data relating to such evaluations to Lessor within 14 days of the conclusion of the testing of the final well for the evaluation period.

ARTICLE VII.
ENVIRONMENTAL COMPLIANCE

7.1 Regulatory Reporting. (a) [***].

(b) [***].

7.2 New Source Performance Standard. (a) [***]. Schedule 7.2 attached hereto contains a list prepared by [***] (subject to amendment and modification as appropriate) of applicable monitoring and reporting requirements. Reports prepared by or on the behalf of [***] would be certified as being true and accurate in accordance with the Title V permit.

(b) The parties shall work in good faith to determine the cause of surface emission exceedances, if any, noted at the Landfill and to determine the appropriate resolution to eliminate the exceedance.

(i) If NSPS surface emission monitoring detects exceedances that necessitate surface cover repairs, [***], shall perform the cover repair activities.

(ii) If NSPS surface emission monitoring detects exceedances that necessitate Collection System adjustments, [***], shall perform such adjustments.

(iii) If NSPS surface emission monitoring detects exceedances that necessitate Collection System additions, such as new extraction devices or new lateral or header piping, [***], shall install such devices,

(c) GSF shall deliver to Rumpke a design for Collection System expansions that shall include an installation schedule for the extraction devices for Rumpke review. The design should be based on Rumpke's existing Solid Waste phasing drawings. GSF and Rumpke will work

together to identify collection devices that can and should be decommissioned or any part of the Collection System where the collection of Landfill Gas can be temporarily or permanently halted. GSF will complete all necessary paper work associated with the requirements of the Start Up-Shut- Down Malfunction (SSM) plan.

7.3 Nuisances. (a) Unless a Nuisance is due to the design, construction and operation of the Landfill (including preexisting conditions) or activities directly attributable to [***], [***] shall assume responsibility, at its sole cost, to promptly abate any "Nuisances". "Nuisances" shall include neighbor complaints, permit exceedances or regulatory violations for issues such as odors, noise or gas migration. Rumpke acknowledges and agrees that in no event shall it encourage nuisance complaints from its employees, contractors, vendors or affiliates. With respect to odors that constitute Nuisances, GSF and Rumpke shall work together to objectively identify the origin of such odors, assign responsibility for such odors, and mitigate them accordingly.

(b) GSF agrees that all future Gas Processing Facilities built by GSF or its agents would be designed with emissions, waste, odor and noise minimization as primary considerations. In addition, GSF will meet with Rumpke staff on a regular or as-needed basis throughout the Term to discuss emissions, waste, odor and noise issues that may develop.

7.4 Communication Protocol. GSF shall promptly contact Rumpke and the Hamilton County Health District if the Gas Processing Facility, including any future expansions, is expected to be offline for more than one (1) hour.

7.5 Compliance with Law. Lessee shall, at its sole expense, obtain, maintain and comply with all necessary governmental authorizations, permits and licenses required to conduct its operations under this Agreement. In addition, Lessee shall comply with all federal, state and local laws, rules, regulations and orders applicable to its operations hereunder.

7.6 North End. The "North End" shall mean the area of the Landfill depicted on Annex E. The upper elevation of the North End shall be established by the elevation of the odor control blanket or any other separating type structure in place before such time municipal waste is reintroduced back into the North End. If the odor control blanket is removed prior to re-introducing municipal waste into the North End, then the upper elevation of the North End shall be the lower elevation of the re-introduced municipal waste.

(i) [***] Rights. Upon good faith consultation between the parties, (a) [***] shall have the right to determine and direct [***] and/or (b) [***] may determine the need for the construction or installation of gas collection wells, trenches, pipelines or other facilities specifically for the collection, processing and/or disposal of non-commercial or malodorous Landfill Gases alleged to be generated within or emanating from the North End of the Landfill, and their connection to, improvements of and integration with the Collection System and Flare Stations to allow for the collection, processing, and/or disposal of such gases at the Landfill ("Northern Area Facilities"). Services performed by [***] shall be billed to [***]. For purposes of this Agreement, "cost" shall mean [***].

(ii) [***] Responsibilities. [***] shall be responsible to fund the "capital costs" of the purchase, construction, installation, and connection/integration of Northern Area Facilities. "Capital costs" shall mean those activities and costs that would be capitalized in accordance with Generally Accepted Accounting Principles, consistently applied.

(iii) GSF's Responsibilities. GSF, [***], shall provide and fund such personnel, equipment and/or other resources as may be necessary to reasonably maintain and operate the Northern Area Facilities and to comply with all sampling, monitoring, recordkeeping and reporting required by Rumpke's applicable Title V permit, Ohio EPA and NSPS regulations, and requirements of the action plan associated with Ohio EPA Director's Final Findings & Orders dated March 18, 2010 attached hereto at Annex G (as amended from time to time, the "Action Plan"). Notwithstanding the foregoing, in the event that new or additional well pumping, monitoring, recordkeeping and/or reporting requirements are imposed beyond those contained in the Action Plan, the parties shall meet in good faith to determine the proper assignment of responsibilities and allocation of costs regarding such new additional requirements. Further, in the event that conditions become such that the required monitoring and sampling cannot be performed with reasonable safety in conjunction with applicable OSHA or other regulatory requirements, Rumpke and GSF shall meet in good faith to determine alternate practices and/or procedures and to determine the proper assignment of responsibilities and allocations of costs regarding the same.

(iv) Winterization Plan. GSF shall sample the North End in accordance with Annex H, or otherwise required by Ohio EPA.

(v) Payments. For all projects performed under this Section 7.6, GSF shall provide Rumpke with progress or final invoices, as the case may be, allocated on a per project basis on the 10th day of the month following performance of the work and the invoice amounts shall be set-off against amounts GSF would otherwise owe Rumpke as a royalty under this Agreement on the 25th day of such month.

ARTICLE VIII.
INDEMNIFICATION

8.1 Indemnification by Lessee.

Lessee shall indemnify, defend and hold harmless Lessor and its Affiliates and their respective directors, officers, employees, and agents, (each, a "Lessor Indemnitee") against any and all demands, claims, damages, liabilities, actions or causes of action, assessments, deficiencies, judgments, costs and expenses, including, but not limited to, legal fees, expenses, interest, penalties, and all amounts paid in investigation, defense or settlement of any of the foregoing, whether or not any such demands, claims, or allegations of third parties are meritorious (collectively, "Losses"), resulting from or arising out of:

(i) Any breach of any representation or warranty made by Lessee in this Agreement or any certificate or document furnished pursuant hereto by Lessee; or

(ii) Any breach or nonfulfillment of any covenant or agreement made by Lessee in this Agreement; or

(iii) Personal injury to or death of any individual caused by the negligence, gross negligence, or willful misconduct of Lessee or any of its Affiliates in the performance of Lessee's duties under this Agreement; or

(iv) Soil or groundwater contamination to the extent attributable to Lessee's operations at the Landfill.

Notwithstanding the foregoing, no Lessor Indemnitee shall be entitled to indemnity hereunder for any Losses to the extent caused by any negligent act or omission or willful misconduct of any Lessor Indemnitee or any breach of this Agreement by Lessor.

8.2 Indemnification by Lessor.

Lessor shall indemnify, defend and hold harmless Lessee and its Affiliates and their respective directors, officers, employees, and agents, (each, a "Lessee Indemnitee") against any and all Losses, resulting from or arising out of:

(i) Any breach of representation or warranty made by Lessor in this Agreement or any certificate or documents furnished pursuant herein to Lessor; or

(ii) Any breach or nonfulfillment of any conveyance or agreement made by Lessor in this Agreement; or

(iii) Personal injury to or death of any individual caused by the negligence, gross negligence, or willful misconduct of Lessor or any of its Affiliates in the performance of Lessor's duties under this Agreement; or

(iv) The existence of any Hazardous Substance on or in the Landfill, or any release of any Hazardous Substance from the Landfill whether occurring, in each case, before or after the date hereof.

Notwithstanding the foregoing, no Lessee Indemnitee shall be entitled to indemnity hereunder for any Losses to the extent caused by any negligent act or omission or willful misconduct of any Lessee Indemnitee or by any breach of this Agreement by Lessee.

8.3 Notice of Claims. If any Lessee Indemnitee or Lessor Indemnitee (an "Indemnified Party") suffered or incurred, or will suffer or incur, any Losses for which it is entitled to indemnification under this Article VIII, such Indemnified Party shall so notify the party from whom indemnification is being claimed ("Indemnifying Party") with reasonable promptness and particularity in light of the circumstances then existing. The failure of any Indemnified Party to give any notice required by this Section shall not affect any of such party's rights under this Article VIII, except to the extent that such failure is prejudicial to the rights of the Indemnified Party.

8.4 Third Party Claims.

(a) If an Indemnified Party gives notice to the Indemnifying Party of a proceeding by a third party ("Proceeding") under Section 8.4 hereof, the Indemnifying Party will be entitled to assume the defense of such proceeding with counsel reasonably satisfactory to the Indemnified

Party, unless (i) the Indemnifying Party is also a party to such Proceeding and the Indemnified Party determines in good faith that joint representation would be inappropriate, or (ii) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding.

(b) After notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of such Proceeding, the Indemnifying Party will not, as long as it diligently conducts such defense, be liable to the Indemnified Party for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the Indemnified Party in connection with the defense of such Proceedings, other than reasonable costs of investigation.

(c) If the Indemnifying Party assumes the defense of a Proceeding: (i) no compromises or settlement of such claims may be effected by the Indemnifying Party without the Indemnified Party's consent, unless the sole relief provided is monetary damages that are paid in full by the Indemnifying party; and (ii) the Indemnified Party will have no liability with respect to any compromise or settlement of such claims effected without its consent.

(d) If notice is given to an Indemnifying Party of the commencement of any Proceeding and the Indemnifying Party does not, within ten (10) days after the Indemnified Party notice is given, give notice to the Indemnified Party of its election to assume the defense of such Proceedings, the Indemnifying Party will be bound by any determination made in such Proceeding or any compromise or settlement effected by the Indemnified Party; provided that the Indemnified Party shall give the Indemnifying Party advance notice of any proposed compromise or settlement.

8.5 Indemnification Rights Not Exclusive. The rights to indemnification set forth in this Article VIII are not intended to be exclusive of any other right or remedy otherwise available. All rights hereunder shall be cumulative and in addition to all other rights and remedies.

ARTICLE IX.
EVENTS OF DEFAULT AND REMEDIES

9.1 Event of Default Defined. Any one or more of the following shall be an "Event of Default" under this Agreement:

(a) Failure by Lessee or Lessor to pay any amount due on the date specified that such payment is due and payable which failure shall have continued for a period of ten (10) business days after written notice of such failure shall have been given to the defaulting party by the nondefaulting party.

(b) Failure by Lessee or Lessor to observe or perform to a material extent any covenant, condition, or agreement on their part to be observed or performed hereunder, other than a payment default by Lessee or Lessor as described in the foregoing subsection (A) for a period of thirty (30) days after the non-defaulting party has given written notice specifying such failure, requesting that it be remedied, and stating that it is a notice of default; provided, however, that, if the default is such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default until ninety (90) days after said default if corrective action is instituted by the party in default within ten (10) days after the non-defaulting party's notice and diligently pursued until the

default is corrected. The foregoing notwithstanding, the defaulting party shall remain liable to the other party for any damages incurred during the period beginning on the date on which the failure of performance occurred through the date on which performance is cured.

(c) The institution by Lessee or Lessor of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing of a petition or answer or consent seeking reorganization or relief under the federal Bankruptcy Code or any other applicable federal or state law, or the consent by it to the filing of such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or similar official or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of action by any of them in furtherance of any such action. The foregoing notwithstanding, if any such proceeding is dismissed within ninety (90) days, such proceedings shall not create a default under this Agreement.

(d) Any material breach of any representation made in this Agreement by a party.

9.2 Force Majeure. The foregoing provisions of Section 9.1 are subject to the following limitations: If by reason of Force Majeure either party is unable in whole or in part to carry out the obligations on its part contained in this Agreement (other than Lessee's and Lessor's obligations referred to in subsection 9.1(A) or a breach referred to in Section 9.1(D)), such party shall not be deemed in default during the first ninety (90) days of the continuance of such inability, provided that (i) the party unable to carry out its obligations, within ten (10) business days after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of such occurrence; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure and shall not in any event be longer than a ninety (90) day period; (iii) no obligations of the party unable to carry out its obligations which arose prior to the occurrence causing the suspension of performance shall be excused as a result of such occurrence; and (iv) the non-performing party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

9.3 Termination Remedies on Default. Lessor and Lessee shall each have the right, by notice to the other party, to terminate this Agreement if the other party commits an Event of Default.

9.4 No Remedy Exclusive. No remedy provided herein is exclusive of any other available remedy or remedies under law or in equity.

9.5 Waiver. To the extent permitted by law, no delay or omission to exercise any right or remedy of a party hereto shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be expedient. Any actual waiver shall be in writing and signed by the party against whom it is to operate. In order to entitle either party to exercise any remedy hereunder, it shall not be necessary to give any notice other than as may be required in this Agreement.

9.6 Limitation on Remedies. No provision hereof shall be construed to impose any personal or pecuniary liability upon any officer or employee of either Lessee or Lessor.

NO PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES BY REASON OF A CLAIM BROUGHT ON THE BASIS OF THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE PARTIES HERETO.

ARTICLE X.
INSURANCE; TAXES

10.1 Insurance. Lessee shall, during the Term of this Agreement, either self-insure or maintain insurance coverage as follows:

(a) Workers' compensation insurance covering Lessee's liability under applicable workers' compensation law.

(b) Commercial general liability and property damage insurance in a combined single limit of not less than $[***] and excess liability in a combined single limit of not less than $[***] for death or injury to any person(s) or for property damage as a result of any one occurrence which may arise out of or in connection with Lessee's operations hereunder.

Lessee shall delivery to Lessor certificates evidencing the existence and amounts of the above coverage.

10.2 Taxes Paid by Lessee. [***].

10.3 Taxes Paid by Lessor. [***].

ARTICLE XI.
MISCELLANEOUS

11.1 Usury. In no event shall any payment deemed interest received in connection with this Agreement (together with any other costs or considerations that constitute interest under the law of the state which are contracted for, charged, or received pursuant to this Agreement) exceed, and the same shall be subject to reduction to, the maximum amount of interest allowed under the laws of the state as now or hereafter construed by courts having jurisdiction.

11.2 Notices. All notices, certificates, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed properly served (i) if by hand delivery, telecopy or other facsimile transmission, on the day and at the time on which delivered to the intended recipient at the address or telecopier number set forth in this Agreement; (ii) if by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service for overnight delivery, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. All notices required or permitted to be served upon either party hereunder will be directed to:

if to Lessor:

Rumpke Sanitary Landfill, Inc.
10795 Hughes Road
Cincinnati, OH 45247
FAX: (513) 385-9634

if to Lessee:

GSF Energy, LLC
680 Andersen Drive
Foster Plaza 10, 5th Floor
Pittsburgh, PA 15220
Attn: President
FAX: (412) 921-2867

Lessor and Lessee may, by notice given hereunder, designate any further or different addresses or telecopier numbers to which notices, certificates, or other communications shall be sent.

11.3 Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder, except that Lessee Indemnitees and Lessor Indemnitees shall be intended third-party beneficiaries under the provisions of Article VIII. The consent of any third-party beneficiary shall not be required to amend this Agreement (including, without limitation, Article VIII hereof). This Agreement may not be amended or altered except by the written agreement of Lessor and Lessee. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their authorized successors and assigns. No provision hereof shall be construed to impose any personal or pecuniary liability upon any officer or employee of Lessor or Lessee.

11.4 Severability. If any term or provision of this Agreement or the application thereof to any party or circumstance be judged invalid or unenforceable to any extent, the remainder of this Agreement and the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, except as it might be necessary to effectuate the intent of the parties, and each provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

11.5 Governing Law; Jurisdiction and Venue; Waiver of Jury Trial.

(a) All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws and regulations of the State of Ohio.

(b) Each party consents to the exclusive jurisdiction of any state or federal court located in the State of Ohio, waives personal service of any and all process upon it, and consents to service of process by registered mail directed to it at the address set forth in Section 11.2 hereof. Each party consents and agrees that venue of any action instituted under this Agreement shall be proper only in the State of Ohio and waives any objection to venue.

(c) TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY.

11.6 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

11.7 Confidentiality. Except as legally required to be disclosed under a request, subpoena, or other proceeding of a Government Entity, each party: (a) shall maintain in strict confidence the terms of this Agreement and all information, oral or written, obtained by it, in connection with this Agreement; (b) shall not issue any press release or publish any writings regarding the transactions contemplated hereunder without the prior written consent of the other party; and (c) shall promptly notify the other party in the case of any request, subpoena, or other proceeding seeking documents or information concerning this Agreement or the transactions contemplated hereby. Notwithstanding the above, the parties may make reasonable disclosure, with notice to the other, to permitted assignees of a party's interests in conjunction with any contemplated assignment of interests under this Agreement.

11.8 No Joint Venture. Nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any joint venture or fiduciary or other relationship between the parties.

11.9 Assignment of Agreement. Neither party may transfer or assign this Agreement to any Person without the prior written consent of other parties which consent shall not be unreasonably withheld; provided, however, that Lessee may assign its rights, obligations and interests hereunder to any of its Affiliates at any time without the consent of Lessor. If (i) Lessee assigns all or substantially all of its interests hereunder, and (ii) the assignee assumes all of Lessee's obligations hereunder in a writing addressed to Lessor, then from the date of such assumption Lessee shall be released in full from all such obligations.

11.10 Survival. The provisions of Article VIII and any other obligation of indemnity owed by a party hereto shall survive the termination of this Agreement.

11.11 Recording. Either party may cause this Agreement, or if appropriate, a memorandum of this Agreement, to be recorded in any appropriate place.

11.12 Further Assurances. If either party reasonably determines or is reasonably advised that any further instruments or any other things are necessary or desirable to carry out the terms of the Agreement, the other party shall execute and deliver all such instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Agreement.

11.13 Execution in Counterparts, This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their respective names as of the date first above written.

RUMPKE SANITARY LANDFILL, INC.

By: /s/ Jeffrey E. Rumpke
Name: Jeffrey E. Rumpke
Title: Area President

GSF ENERGY LLC

By: /s/ Martin L. Ryan
Name: Martin L. Ryan
Title: President

LIST OF SCHEDULES AND ANNEXES

Schedules:

7.2 List of Reporting Requirements

Annexes:

A. Defined Terms
B. Current Gas Processing Facility Location
C. Site of Future Gas Processing Facility
D. Monthly Royalty Calculation
E. Map of North End
F. North End Service Fee Schedule
G. Action Plan
H. North End Winter Plan

ANNEX A

Defined Terms

The capitalized terms below shall have the following meanings for purposes of the Agreement:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with such Person. "Control" for purposes of this definition includes, without limitation, the ability to vote 50% or more of the voting equity of a Person.

"Agreement" shall mean the Third Amended and Restated Gas Lease Agreement, effective as of January 1, 2018, by and between Lessee and Lessor, as it may hereafter be amended.

"Average Monthly Sales Price" means the price per MMBtu at which GSF sells its Processed Gas Product to its unrelated customer during any given month; provided, however, that such price shall not be less than the Minimum Average Monthly Sales Price. For clarity, the Average Monthly Sales Price and Minimum Average Monthly Sales Price are used for the purposes of establishing the royalty tranche applicable to the Gas Sales Revenue in Annex D.

"Btu" shall mean that quantity of heat required to raise the temperature of one avoirdupois pound of pure water, which is at sixty degrees Fahrenheit (60 degrees F), one degree Fahrenheit (1 degree F).

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Collection System" shall mean the Landfill Gas collection headers, wells, interconnecting pipes, valves, monitoring and measuring equipment, knock-out vessels, the main header pipe, any Landfill Gas scrubber, any Landfill Gas cooler, any vacuum pumps, blowers and compressors, any meters, and any and all additional equipment, machinery, and fixtures installed at, in or on the Landfill, including any expansions, and used for or in connection with the extraction, collection, compression, and production of Landfill Gas and the selling, or transporting of Processed Gas Products up to the Interconnection Point(s) and all modifications, replacements and additions thereto. The Collection System does not include the North End, the Flare Stations, and any pipeline distribution system downstream of the Interconnection Point and other facilities for the productive use or destruction of the Landfill Gas.

"Commercial Quantities" shall mean amounts deemed by Lessee, in its sole judgment, to be sufficient to pay for all costs of the project, including operations and maintenance expenses associated with the Collection System, Flare Stations and Gas Processing Facilities, plus a reasonable profit.

"Constituent Products" shall mean any and all products, credits or values recovered or generated as a result of the production, capture, flaring or use of raw Landfill Gas. For the avoidance of doubt, Constituent Products do not include Processed Gas Products and are not generated from any Landfill Gas as a result of its use by GSF's Gas Processing Facilities.

"Environmental Laws" shall mean any applicable federal, state, or local governmental law or quasi-governmental law, statute, rule, regulation, order, consent decree, decree, judgment, permit, license, covenant, deed restriction, ordinance or other requirement or standard relating to pollution or the regulation or protection of health, safety, natural resources, or the environment, as now existing or hereafter in effect, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposals of Hazardous Substances or hazardous materials into air, water, land or groundwater, to the withdrawal or use of ground water, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of Hazardous Substances. "Environmental Laws" shall include, but shall not be limited to, the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; all as amended from time to time, and any similar federal, state or local statutes and regulations.

"EPA" shall mean the Environmental Protection Agency.

"Event of Default" shall have the meaning as set forth in Article IX.

"Flare Stations" shall mean the Landfill Gas flares, and all auxiliary equipment integral thereto, but not including blowers, installed at any time on the Landfill, and all modifications, replacements, additions and expansions thereof. As of the Effective Date, the Landfill Flare Stations consist of a 5,000 scfm flare, a 4,200 scfm flare, and a 3,000 scfm flare.

"Force Majeure" shall mean acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act, or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; explosions; or any other cause or event, not reasonably within the control of the party claiming Force Majeure (other than the financial inability of such party), which precludes that party from carrying out, in whole or in part, its obligations under the Agreement. Nothing in this provision is intended to excuse any party from performing due to any governmental act, failure to act, or order, where it was reasonably within such party's power to prevent, correct, anticipate, or guard against such act, failure to act, or order.

"Gas Facility" shall collectively mean the Collection System, Gas Processing Facilities and Flare Stations.

"Gas Processing Facilities" shall mean Lessee's plant, equipment and related facilities for processing Landfill Gas located on the Landfill currently or to be constructed in the future including (without limitation) gas compression equipment, carbon bed pretreatment system, Gemini V CO2 methane separation system, thermal oxidizer, hydrogen sulfide removal system, product methane metering equipment, control systems, and maintenance equipment. As of the Effective Date, Gas Processing Facilities consist of three plants ("R1", "R2", and "R3"). R1 has

a nominal sales capacity of 3.08 MMSCFD and a 1,700 scfm thermal oxidizer. R2 has a nominal sales capacity of 1.5 MMSCFD and a 750 scfm thermal oxidizer. R3 has a nominal sales capacity of 3.0 MMSCFD and a 1,960 scfm thermal oxidizer. A fourth plant ("R4") has been permitted with a nominal sales capacity of 3.0 MMSCFD.

"Gas Rights" shall mean all Landfill Gas and the rights to explore for, extract, gather, process, develop, measure, filter, produce, take and use or sell such Landfill Gas and the resulting Processed Gas Products and the rights of way, easements, permits and agreements necessary or desired to do so all as granted to Lessee.

"Gas Sales Revenues" means the value of GSF's monthly sales of its Processed Gas Product to any unrelated customer during any given month net of any direct 3rd party costs incurred to meet the requirements of the sale such as broker commissions, program costs and transportation costs. GSF will provide Rumpke with a copy of its monthly invoice with each month's royalty calculation and payment as well as copies of any direct 3rd party costs incurred.

"Governmental Entity" shall mean any court or tribunal in any jurisdiction or any federal, state, municipal, or other governmental body, agency, authority, department, commission, board, bureau, or instrumentality.

"Hazardous Substances" shall mean any substance, chemical, product, waste, pollutant, contaminant or toxic substance, or other material of any nature whatsoever which is now or hereafter listed in, regulated by or subject to Environmental Laws or considered hazardous or toxic under any other federal, state or local law, rule, regulation, ordinance, decree, order, judicial judgment or requirement relating to or imposing liability or standards of conduct for any hazardous or toxic wastes, substances or materials. "Hazardous Substances" shall also mean and include, without limitation, asbestos and asbestos-containing materials, flammable or explosive or radioactive materials, gasoline, motor oil, waste oil, petroleum (including without limitation, crude oil or any component thereof), petroleum-based products, paints, solvents, lead, DDT, acids, pesticides, ammonium compounds, polychlorinated biphenyls (PCBs) and materials and fluids containing polychlorinated biphenyls and other regulated chemical products.

"Initial Term" shall have the meaning set forth in Section 4.1 of this Agreement.

"Interconnection Point" shall mean the point or points at which the Gas Processing Facility interconnects to facilities of Duke Energy (including any successors or assigns) or any other gas utility, distribution, or transmission company or any customer purchasing Processed Gas Products from GSF.

"Landfill" shall mean the Rumpke Hughes Road Landfill, located in Hamilton County, Ohio, as it may be expanded during the Term.

"Landfill Expansion" shall have the meaning set forth in the preamble of this Agreement.

"Landfill Gas" shall mean any and all gases resulting from the biological decomposition of landfill solid waste or other organic materials located at the Landfill.

"Losses" shall have the meaning set forth in Section 8.1 of this Agreement.

"Minimum Average Monthly Sales Price" shall mean $[***] per MMBtu of Processed Gas Products until [***] and $[***] per MMBtu of Processed Gas Products from [***] through [***]. In the event GSF enters into a replacement gas sales agreement as a result of the default by GSF's counterparty for the period through [***], the Minimum Average Monthly Sales Price shall not apply and the royalty rates set forth in Annex B shall apply to the Gas Sales Revenues received under such replacement gas sales agreement.

"MMBtu" shall mean 1,000,000 Btus.

"Municipal Solid Waste" as defined by the Ohio Department of Environmental Protection is a type of solid waste generated from community, commercial, and agricultural operations. This includes wastes from households, offices, stores and other non-manufacturing activities.

"NSPS" shall mean the final rule and guidelines for Standards of Performance for New Stationary Sources and Guidelines or Control of Existing Sources: Municipal Solid Waste Landfills, 40 CFR Part 60 Subpart WWW or any guidelines, regulation or law which is the successor in function thereto, as the same may be modified or amended, and any interpretation or regulation relating thereto which may be issued by an federal, state or local agency including, without limitation, the U.S. EPA, as the same may be modified or amended.

"Person" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Entity.

"Plant Location" shall have the meaning set forth in Section 6.4 of this Agreement.

"Processed Gas Product(s)" shall mean renewable natural gas, including but not limited to all associated environmental attributes, emission credits and values that has been processed by GSF's Gas Processing Facilities and is able to meet the specifications of interstate pipelines.

"Second Amended Gas Lease" shall have the meaning set forth in the preamble of this Agreement.

"Term" shall have the meaning set forth in Section 4.1 of this Agreement.

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [***].

TRANSACTION CONFIRMATION

Shell Energy North America (US), L.P. May 6, 2016

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated May 6, 2016, and its terms shall be binding upon execution by the parties.

SELLER:

GSF Energy, L.L.C.
680 Andersen Drive
Foster Plaza 10, 5th Floor
Pittsburgh, Pennsylvania 15220
Attn: General Counsel
Phone: (412) 747-8718
Fax: (412) 542-1577

BUYER:

Shell Energy North America (US), L.P.
("**Shell Energy**")
1000 Main Street, Level 12
Houston, Texas 77002
Attn: Contract Administration
Phone: (713) 767-5400
Fax: (713) 265-2171
Base Contract No. _____

With a duplicate copy to:

Shell Energy North America (US), L.P.
1000 Main Street, Level 12
Houston, Texas 77002
Attn: General Counsel
Fax: (713) 230–2900

Contract Price: **$**[***] per MMBtu of actual delivered RB for [***] of the Delivery Period and $[***] per MMBtu of actual delivered RB for the remainder of the Delivery Period.

Delivery Period: Begin: **[***]** End: **[***]**

Performance Obligation: Seller shall, subject to the terms of this Transaction Confirmation, deliver and Buyer shall purchase the RB produced by the Project for each Day of the Delivery Period up to the Contract Quantity as set forth in, and subject to, the Additional Conditions below. Seller agrees to dedicate solely to Buyer all of the RB that Seller has contracted for with the Project as of the Effective Date of this Transaction Confirmation up to the Contract Quantity.

For the purposes of this Transaction Confirmation, in the event of a breach of Seller's obligation to deliver RB or Seller's obligations in respect of Seller's Ongoing Representations and Warranties and Renewable Energy Attributes and Registration the Cover Standard shall be applicable and shall be based upon the cost to [***].

Contract Quantity: The Contract Quantity for each Month during the Delivery Period shall be [***]. The quantities of RB sold hereunder are [***]. Notwithstanding the aforesaid, the AADR of RB delivered from the Project [***],
After the [***] anniversary of the Effective Date, Buyer will have the option to [***] after the Effective Date by providing written notice to Seller, before the second Business Day after the start of any applicable Quarterly Period, stating that [***].

Delivery Point(s):

The Delivery Point shall be Sales Meter Numbers: [***] and [***] at the Project.

Buyer and Seller agree that Seller is solely responsible for all transportation and related pipeline charges for the transportation of RB to the Delivery Point(s) and Buyer is solely responsible for all transportation and related pipeline charges for the transportation of the RB at and from the Delivery Point(s).

ADDITIONAL CONDITIONS:

Definitions:

"AADR" means the annual average daily rate of Gas delivery measured using a 12 Month rolling average.

"Applicable Law" means all laws, statutes, rules, regulations, ordinances, judgments, orders, decrees, injunctions, and writs of any Governmental Authority having jurisdiction over the Project or either of the Parties.

"Biogas Clean-Up and Compression Facility" means Seller's facilities for processing of RB from the Project to meet the quality criteria for the Commercial Distribution System at the Injection Point.

"Brown Gas Price" means Columbia Gas Transmission Corp.—Appalachia Index.

"CARB" means the California Air Resources Board or its successor.

"CEC" means the California Energy Commission or its successor.

"CNG" means compressed Gas,

"Change in Law" means the full repeal of the EPA Renewable Fuel Standard or a change of the EPA Renewable Fuels Standard wherein landfill biogas, including RB, no longer qualifies as a feedstock or fuel that can enable the generation of cellulosic biofuel RINs,

"Commercial Distribution System" means a gas distribution system physically connected by pipeline, barge, truck or rail as set out in EPA regulation §80.1426(f)(11)(ii).

"CPUC" means the California Public Utilities Commission or its successor.

"Environmental Conditions" means any environmental conditions, circumstances or other matters of fact, pertaining to, relating to or otherwise affecting the environment, including, without limitation, any natural resources (including flora and fauna), soil, surface water, ground water, any present or potential drinking water supply, subsurface strata or the ambient air, and relating to or arising out of the presence, use, handling, blending, storage, treatment, recycling, generation, transportation, release, spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, disposal (including the abandonment or discarding of barrels, containers and other closed receptacles containing any hazardous waste or other toxic substances of any nature), dumping or threatened release (as such term is used in the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, as amended from time to time or other similar Environmental Laws) of waste, hazardous waste or other toxic substances of any nature.

"Environmental Laws" means all Applicable Laws and rules of common law pertaining to the environment, natural resources, and public or employee health and safety, including the LCFS, EPA Renewable Fuel Standard, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Emergency Planning and Community Right to Know Act and the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments Act of 1984, the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act of 1970, the Oil Pollution Act of 1990, the Hazardous Materials Transportation Act, and any similar or analogous statutes, regulations and decisional law of any Governmental Authority, as each of the foregoing may be amended.

"EPA" means the United States Environmental Protection Agency or its successor.

"EPA Renewable Fuel Standard" means the renewable energy program and policies established by the EPA and first published on March 26, 2010 at 75 Fed. Reg. 14670 (codified at 40 C.F.R. § 80.1401 (2012)) that became effective on July 1, 2010, and may be amended from time to time.

"Good Industry Practice" means the practices, methods, materials, supplies, equipment, and standards of safety, performance and service that are commonly applied in the landfill and landfill gas-to-energy industries in the United States to operate and maintain facilities similar to the Project, including the use of, and adherence to, equipment, practices and methods, applicable industry codes, standards and regulations that in the exercise of reasonable judgment, and in light of the facts and circumstances known at the time the decision was made, would be reasonably expected to accomplish the operating objectives of the Project, and protect individuals and the environment from damage, loss or injury.

"Governmental Authority" means any national, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority. Governmental Authority includes, but is not limited to, the CEC, CARB, EPA and the CPUC.

"Green Attributes" means any and all attributes generated or owned by the Project or in relation to the production or use of the Project's RB, including all rights, credits or payments associated with the renewable nature of RB or the reduction in or avoidance of fossil fuel consumption, Greenhouse Gas emissions or Lifecycle Greenhouse Gas Emissions, including emission reduction credits, verified emission reductions, voluntary emission reductions, offsets, allowances, voluntary carbon units, avoided compliance costs, emission rights and authorizations, RIN, REC and LCFS Registration rights, and CO_2 reduction and sequestration and any other environmental attributes associated with the use of RB. However, Green Attributes do not include (a) any federal or state tax credits associated with the collection, production, transfer or sale of such RB to the Buyer, or (b) any emission reduction credits required or available for the operation of a digester gas processing facility at the Project to convert collected RB to pipeline quality gas standards.

"Greenhouse Gas" means carbon dioxide (CO_2), methane (CIR), nitrous oxide (N_20), hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, or any other substances or combination of substances that may become regulated or designated as greenhouse gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for greenhouse gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric ton of CO_2 equivalent.

"Injection Point" means the location where RB is introduced into a Commercial Distribution System in accordance with the EPA Renewable Fuel Standard.

"Iogen" means Iogen D3 Biofuel Partners LLC.

"Iogen Performance Assurance" means [***]

"LCFS" means the California Low Carbon Fuel Standard as set forth in Title 17, California Code of Regulations §§95480-95490, as may be amended from time to time.

"LCFS Credit" means credits generated and traded under the LCFS, with each credit equal to one metric ton of CO_2 reductions as compared to baseline CO_2 emissions under the LCFS.

"Lifecycle Greenhouse Gas Emissions" means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA pursuant to the EPA Renewable Fuel Standard or by CARB pursuant to the LCFS, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

"LNG" means liquefied Gas.

"Maximum AADR" means, for any given 12-Month period, the [***].

"MDV" means [***].

"MQV" means [***] determined in accordance with the procedure provided under the Contract Quantity section hereunder.

"Project" means the [***] at the Rumpke Sanitary Landfill located in Cincinnati, Ohio and owned by Seller.

"Qualified Facility" shall have the meaning given it in the General Terms and Conditions section of the Additional Conditions below.

"Quarterly Period" means:

(a) in respect of the first Quarterly Period, that period commencing on July 1, 2016 and ending on September 30, 2016; and

(b) in respect of each subsequent Quarterly Period, that three-Month period commencing on the Day after the expiry of the immediately preceding Quarterly Period and ending on March 30, June 30, September 30 and December 31 of each calendar year;

"RB" an abbreviation for renewable biogas, means Gas from the Project that consists of or is derived from "Biogas", as that term is defined by the Renewable Fuel Standard Program and the LCFS, and contains all Green Attributes associated with such production.

"REC" means a certificate, credit, allowance green tag or other document, howsoever entitled, created by an Applicable Law or certification authority indicating generation of a megawatt hour of electrical power from a renewable energy source.

"Registration" means registration of the Project, Qualified Facilities, parties, RB, or pathways, as applicable, with the EPA, CARB or other governmental or certifying entity, as applicable, such that the RB produced from the Project becomes RIN-eligible or LCFS Credit-eligible, as applicable. The Project is currently registered with the EPA by Montauk Energy Holdings, LLC (EPA ID No. [***]) for Facility ID No. [***].

"RIN" means a renewable identification number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. § 80.1426 (2012)), as amended from time to time.

"Seller's Performance Assurance" means [***].

"Vehicle Fuel" means CNG or LNG or other transportation fuel derived from RB or Gas that qualifies for receipt of a RIN under the EPA Renewable Fuel Standard or for receipt of a LCFS Credit under the LCFS.

General Terms and Conditions:

The parties acknowledge that the RB may be transported to California or somewhere else in the continental United States of America (whether by an exchange, backhaul service, or directly) for ultimate delivery to facilities (each a "Qualified Facility") that meet the eligibility standards for Registration. Buyer further acknowledges that (A) Seller represents herein that it is selling RB with Green Attributes that is compliant with both EPA Renewable Fuel Standard and LCFS as of the Effective Date, and it is, and will continue to be, the sole responsibility of Buyer or Buyer's buyer to generate any RINs and/or LCFS Credits in connection with the use of such RB as a Vehicle Fuel, and (B) Buyer shall have no right under claim of Force Majeure or otherwise to terminate or suspend performance under this Transaction Confirmation due to any inability of Buyer or Buyer's buyer to generate RINs and/or LCFS Credits that is not caused by the actions or inactions of Seller.

Seller Firm Obligation Breach: Seller shall be in breach of a Firm obligation to deliver hereunder if it delivers any volumes of the Contract Quantity hereunder to any party other than Buyer.

Taxes: The parties acknowledge that this Transaction is taking place in the State of Ohio. Notwithstanding the provisions of Section 6 of the Base Contract, [***].

RB Availability: Each of the parties acknowledge that if the Project does not produce RB, the quantity of RB delivered hereunder shall be reduced accordingly and could be reduced to zero.

Production Data: On Buyer's written request, Seller shall provide Buyer with information and supporting documentation regarding historical and projected RB production from the Project. Buyer acknowledges that any forecast of projected RB production from the Projects (a) is confidential and shall not be disclosed to third parties without Seller's prior written consent or as otherwise required by law, (b) is a projection only and not a guarantee, warranty or promise of actual RB production, and (c) Seller disclaims all warranties, express or implied, with respect to such RB production projections, including, without limitation, any warranty of merchantability and warranty of fitness for a particular purpose. Each party shall cooperate with the other party and provide the other party with any additional documentation as may be reasonably required in connection with (i) any audit of this Transaction Confirmation by a Governmental Authority, or (ii) any Registration.

Gas Nominations: Seller agrees to nominate and schedule RB volumes for delivery to Buyer by 9:00 a.m. Eastern prevailing time on the Business Day prior to any weekday or holiday and on or before 9:00 a.m. Eastern prevailing time on Friday for delivery on Saturday, Sunday and Monday or as otherwise agreed.

Representations and Warranties:

Mutual Representations and Warranties: Each party hereby represents and warrants to the other party as of the Effective Date of the Transaction Confirmation as follows:

(A) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is duly qualified to do business in all jurisdictions where such qualification is required or where such qualification is necessary for it to perform its obligations hereunder;

(B) It has full power and authority to carry on its business as now being conducted, to enter into this Contract and to perform its obligations hereunder. The execution, delivery and the performance of this Contract have been duly authorized by all necessary corporate or management action and do not and will not contravene its organizational documents or corporate policies or conflict with, result in a breach of, or entitle such party (with due notice or lapse of time or both) to terminate, accelerate or declare a default under, any agreement or instrument to which it is a party or by which it is bound (including, but not limited to, any RB sale to any third party for RB produced by the Project). The execution, delivery and performance by such arty of this Contract will not result in any violation by it of any Applicable Law or the order of any court or other Governmental Authority, Such party is not a party to, nor subject to or bound by, any judgment, injunction or decree of any court or other Governmental Authority which may restrict or interfere with the performance of this Contract by it;

(C) This Contract is the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforcement may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, avoidance, preferential transfer, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity that may limit the availability of equitable remedies and contractual obligations generally (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law), and the remedy of specific performance and injunctive relief may be subject to the discretion of the court before which any proceeding therefore may be brought;

(D) No consent, waiver, order, approval, authorization or order of, or registration, qualification or filing with, any court or other Governmental Authority is required for the execution, delivery and performance by such party of this Contract and the consummation by such party of the transactions contemplated hereby, and as to such consents the same are final, are in full force and effect, and are not subject to any appeal or further judicial or administrative proceedings. For purposes of clarification, Buyer does not require any consent or approval by the CEC in order to execute this Transaction Confirmation or perform the transactions contemplated herein. No consent or waiver of such party to any contract to which it is a party or by which it is bound is required for the execution, delivery and performance by such party of this Contract;

(E) There is no action, suit, grievance, arbitration or proceeding, pending or, to the knowledge of such party, threatened against or affecting such party at law or in equity, before any Governmental Authority which prohibits or impairs its ability to execute and deliver this Contract or to perform the transactions contemplated hereunder. Such party has not received written notice of any pending or threatened investigation, inquiry or review by any Governmental Authority regarding the execution or performance of the Contract or the performance of any transactions contemplated hereunder; and

(F) There are no bankruptcy or receivership proceedings pending against, being contemplated by or, to the knowledge of such Party, threatened against such party and such party is current on all payments for indebtedness incurred by such party and no event of default currently exists, or with the lapse of time or due notice will exist, regarding to any such indebtedness for borrowed money by such party.

Notice of Breach or Default:

Each party agrees to provide prompt written notice to the other party of any fact, circumstance or event which would be a breach under any of the representations and warranties in the section above entitled "Representations and Warranties" assuming solely for purposes of this notice requirement that such representations and warranties were made as of the date of such fact, circumstance or event.

Seller's Ongoing Representations and Warranties. In addition to the representation and warranties set forth above, Seller represents and warrants to Buyer as of the execution date of the Transaction Confirmation and on each Day during the Delivery Period that (i) all RB delivered to Buyer by Seller shall have Green Attributes, (ii) Seller has not sold or agreed to sell Green Attributes associated with such RB to any other party except as otherwise expressly permitted under this Transaction Confirmation and has not relied upon the volume of RB delivered to Buyer for the creation of RINs, (iii) the RB delivered to Buyer hereunder meets the specifications of the Commercial Distribution System at the Injection Point, (iv) the RB shall be delivered to Buyer in accordance with the requirements of the EPA Renewable Fuel Standard and LCFS in order to preserve Green Attributes, (v) Seller has not taken any action that would invalidate Green Attributes including Buyer's ability to generate RINs and LCFS Credits, and (vi) upon sale of the RB by Seller to Buyer, Seller shall transfer all Green Attributes associated with the production of such RB.

Commodity Trade Option Representations:

The parties agree that this transaction is a forward contract within the meaning of the Commodity Exchange Act (the "Act"), as amended, and the Rules of the Commodity Futures Trading Commission ("CFTC"), and in reliance upon such agreement, as of the date the transaction is entered into:

(i) each party represents to the other that it is a commercial market participant with respect to the specified commodity;

(ii) each party represents to the other that it intends to make or take physical delivery of the specified nonfinancial commodity; and

(iii) if this transaction includes any volumetric optionality, the holder of such optionality represents to the other party (a) that such optionality is primarily intended to address physical factors (such as weather, environmental factors, customer demand, available production, transport, shipping, operational constraints, or other physical factors) or regulatory requirements that reasonably influence demand for, or the supply of, the specified nonfinancial commodity; and (b) that such optionality is not primarily intended to address price risk.

To the extent the transaction is deemed to be a commodity option:

(i) the seller of the option represents to the buyer of the option that in connection with this transaction, the seller of the option is either (a) an eligible contract participant as defined in section la(18) of the Act and the regulations of the CFTC, or (b) a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this transaction, or the products or byproducts thereof, and is offering or entering into this transaction solely for purposes related to its business as such;

(ii) the buyer of the option represents to the seller of the option that in connection with this transaction the buyer of the option is a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this transaction or the products or byproducts thereof and is offering or entering into this transaction solely for purposes related to its business as such; and

(iii) each party represents to the other that the option, if exercised, would result in the sale of an exempt commodity for immediate or deferred delivery.

Seller Covenant and Indemnity

Seller shall exercise commercially reasonable efforts to ensure that the Project is operated and maintained in accordance with Applicable Law and Good Industry Practice.

Seller further agrees to indemnify Buyer and save it harmless from, and against, any and all losses, liabilities or claims, attributable to, arising out of, resulting from or in connection with any Environmental Condition or violation of Environmental Law located at or otherwise relating to the Biogas Clean-Up and Compression Facility.

Third Party Beneficiary

Seller and Buyer acknowledge that Buyer is selling all of the RB and Green Attributes under this Transaction Confirmation to Iogen, and such parties agree that Iogen is an express third party beneficiary of the representations, warranties, covenants and contractual undertakings of Seller hereunder.

Renewable Energy Attributes and Registration:

Seller agrees in connection with the sale of RB hereunder to (i) assign to Buyer all Green Attributes associated with such RB, and (ii) provide an agreement, attestation, certification and/or other reasonably required document to the CEC, EPA, CARB or other Governmental Authority having jurisdiction over the Qualified Facility to the effect that the RB sold and delivered to Buyer is separately metered by a meter that satisfies the quality standards of Duke Energy and is injected into the Duke Energy Gas pipeline system and contains all Green Attributes for the sole benefit of Buyer or the Qualified Facility, as applicable.

Each party will provide the other party such cooperation, documentation, certifications, site visits or other information, support or assistance as may be necessary to carry out the purposes of this Transaction Confirmation in order for title to the conveyed Green Attributes to vest in the Buyer in connection with the purchase and sale of RB hereunder, and as required by EPA or other Governmental Authority, including but not limited to the following:

(A) Seller has the following obligations:

(i) Cooperation with Buyer in Buyer’s efforts to secure and maintain Registration of the Project and/or Qualified Facilities with the EPA in order to generate RINs and to comply with related reporting and recordkeeping requirements, and Buyer’s conducting a third party engineering review of the Project, and providing documentation such as contracts or affidavits regarding the transfer of title, volume, heat content, and any other information required under the Renewable Fuel Standard; and

(ii) Cooperation with Buyer in Buyer's efforts to secure and maintain Registration with CARB to create a low carbon intensity pathway for generation of LCFS Credits on Biogas produced from the Project and to comply with related reporting and recordkeeping requirements (to the extent that sales of the Biogas Vehicle Fuel are contemplated in California), and providing Buyer documentation to support LCFS credit generation, including the submissions to CARB for registration and documentation regarding volume, energy content, product transfer documents that state, among other information, that Seller transfers the "Regulated Party" status as defined under LCFS to Buyer, and any other information required by LCFS.

(iii) Cooperation and compliance with the Buyer to meet the requirements of the EPA Renewable Fuel Standard and the LCFS to ensure the valid generation and ongoing validity of the RINs and/or LCFS Credits.

Early Termination:

Any declaration of an Early Termination Date arising with regard to any Events of Default shall be applicable to the termination and settlement of this Transaction Confirmation only, and shall not affect any other Transactions then in place between Buyer and Seller, (other than that certain Transaction Confirmation by and between the parties, dated as of the date hereof, related to the sale Gas from Buyer to Seller) nor shall the Base Contract be terminated thereby.

When determining Market Value under Section 10.3.1 of the Base Contract, a Party shall be entitled to consider the Market Value of the RB as defined herein sold as Gas as well as the Market Value of the credits associated with the RB's applicable Green Attributes, including without limitation any RINs or LCFS Credits, associated with landfill gas or biogas, regardless of the location of the sale or whether the sales involve producers, marketers, or end-users. The parties agree that this determination of Market Value shall constitute a reasonable basis for the calculation of damages and shall not be considered consequential damages described in Section 13 of the Base Contract.

Change in Law:

In the event of a Change in Law, either party may terminate this Transaction Confirmation upon notice to the other party and in such event the difference between the Market Value and Contract Value shall be deemed to be zero.

Notwithstanding such right, in the event of a Change in Law and subject to LCFS continuing to permit the generation of LCFS Credits from RB, Buyer and Seller shall negotiate in good faith and use commercially reasonable efforts to agree upon an arrangement for (a) Buyer to obtain a license from Iogen to use the RB to generate LCFS Credits in one of Buyer's California refineries, and (b) [***].

Performance Assurance

Prior to the commencement of the Delivery Period, (a) Seller shall have provided Seller's Performance Assurance and (b) Iogen shall have provided the Iogen Performance Assurance, each meeting the requirements of Buyer as described in Appendix A attached hereto.

The letter of credit amounts are set forth below in aggregate as well as per Seller and Iogen and reflect the step-down nature of the letter of credit amounts during the Delivery Period:

Calendar Year (January)	Aggregate Letter of Credit Amount
Initial	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]

Calendar Year (January)	Seller Letter of Credit Amount
Initial	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]

Calendar Year (January)	Iogen Letter of Credit Amount
Initial	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]

Notwithstanding the foregoing, in the event the Maximum AADR for the upcoming 12 month period is [***] MMBtu/day, each of the applicable Letter of Credit Amounts set forth above in this Section 2(b), including the initial $[***], shall be adjusted [***].

Gas Storage

At the request and sole cost of Seller and subject to Iogen's approval (not to be withheld or delayed unreasonably), Buyer may, subject to availability, store the RB on Seller's behalf as necessary for up to [***] during the Delivery Period until the RB can be withdrawn for use in the Vehicle Fuel market for the generation of RINs and /or LCFS Credits. If Buyer is willing and able to store RB, Buyer shall notify Seller of the RB storage cost and shall use one of the storage facilities identified in Appendix B (each a "Storage Facility"), as may be amended from time to time by Buyer upon 30 Days' prior notice to Seller, and approved for use by the EPA. [***].

Usage of any Storage Facility is also subject to the following requirements; [***].

IN WITNESS WHEREOF, the parties have signed this Transaction Confirmation in multiple counterparts, effective as of the Effective Date.

Seller: GSF Energy, L.L.C.

By: Martin L. Ryan
Title: Vice President
Date: 05/05/2016

Buyer: Shell Energy North America (US), L.P.

By: /s/ [illegible]
Title: General Manager
Date: 05/06/2016

List of Exhibits

Exhibit A Buyer Credit Requirements
Exhibit B Gas Storage Facilities

Exhibit 10.32

May 24, 2016

Shell Energy North America (US), L.P.
1000 Main Street, Level 12
Houston, Texas 77002
Attention: Thomas Moffett and Tommy Thach

GSF Energy, L.L.C.
680 Andersen Drive
Foster Plaza 10, 5th Floor
Pittsburg, PA 15220

Dear Sirs:

Re: Transaction Confirmation dated May 6, 2016 between GSF Energy, LLC and Shell Energy North America (US), L.P. (the "Transaction Confirmation")

Reference is made to the Transaction Confirmation defined above. This will confirm that the Sales Meter Numbers referenced in the following section:

"Delivery Point(s):
The Delivery Point shall be Sales Meter Numbers: [***] at the Project."

shall be amended to read as follows:

"Delivery Point(s):
The Delivery Point shall be Sales Meter Numbers: [***] at the Project."

Except as expressly amended herein, the Transaction Confirmation shall remain in full force and effect in accordance with its terms.

Please acknowledge your acceptance of and agreement to the foregoing by signing a copy of this letter where indicated below.

ACCEPTED AND AGREED
GSF ENERGY L.L.C.

By: /s/ Martin L. Ryan
Title: Vice President
Date: 05/24/2016

ACCEPTED AND AGREED
SHELL ENERGY NORTH AMERICA (US) L.P.

By: /s/ [illegible]
Title: Vice President
Date: 05/25/2016

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [***].

Base Contract for Sale and Purchase of Natural Gas

This Base Contact is entered into as of the following date: October 9, 2019

The parties to this Base Contract are the following:

PARTY A ("SELLER") **GSF Energy, L.L.C.**	***PARTY NAME***	**PARTY B ("BUYER")** **Bluesource LLC**
680 Andersen Drive Foster Plaza 10, 5th Floor Suite 580 Pittsburgh, PA 16220	***ADDRESS***	2825 E. Cottonwood Parkway Suite 400 Cottonwood Heights, UT 84121
www.montaukenergy.com	***BUSINESS WEBSITE***	www.bluesource.com
	CONTRACT NUMBER	
	D-U-N-S® NUMBER	
☒ US FEDERAL: **74-2799953** ☐ OTHER:	***TAX ID NUMBERS***	☒ US FEDERAL: ☐ OTHER:
	JURISDICTION OF ORGANIZATION	Delaware
☐ Corporation ☒ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP Other: _____	***COMPANY TYPE***	☐ Corporation ☒ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP Other: ____
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
ATTN: President *TEL#:* 412-747-8700 *FAX#:* 412-921-2867 *EMAIL:* *[***]*	• **COMMERCIAL**	*ATTN:* Vice President *TEL#:* *[***]* *FAX#:* *EMAIL:* waverly@bluesource.com
ATTN: *TEL#:* *FAX#:* *EMAIL:*	• **SCHEDULING**	*ATTN:* *TEL#:* *FAX#:* *EMAIL:*
Same as above		Same as above
ATTN: General Counsel *TEL#:* 412-747-8700 FAX# 412-921-2867 *EMAIL:* jwallace@montaukenergy.com	• **CONTRACT AND LEGAL NOTICES**	*ATTN:* General Counsel *TEL#:* *FAX#:* *EMAIL:*
Same as above		Same as above
ATTN: Chief Financial Officer *TEL#:* 412-747-8700 FAX# 412-921-2867 *EMAIL:* [***]	• **CREDIT**	*ATTN:* Chief Financial Officer *TEL#:* *FAX#:* *EMAIL:*
Same as above *ATTN:* General Counsel *TEL#:* 412-747-8700 FAX# 412-921-2867 *EMAIL:* jwallace@montaukenergy.com	• **TRANSACTION CONFIRMATIONS**	Same as above *ATTN:* General Counsel *TEL#:* *FAX#:* *EMAIL:*
ACCOUNTING INFORMATION		
Same as above		Same as above
ATTN: Chief Financial Officer *TEL#:* 412-747-8700 *FAX#* 412-921-2867 EMAIL: *[***]*	• **INVOICES** • **PAYMENTS** • **SETTLEMENTS**	*ATTN:* Chief Financial Officer *TEL#:* *FAX#:* *EMAIL:*
BANK: Comerica Bank *ABA:* [***] *ACCT:* [***] *OTHER DETAILS:*	**WIRE TRANSFER NUMBERS (IF APPLICABLE)**	*BANK:* *ABA:* *ACCT:* *OTHER DETAILS:* *Attn:*
BANK: Comerica Bank ABA: [***] ACCT: [***] *OTHER DETAILS:*	**ACH NUMBERS (IF APPLICABLE)**	*BANK:* *ABA:* *ACCT:* *OTHER DETAILS:* *Attn:*
ATTN: *ADDRESS:*	**CHECKS (IF APPLICABLE)**	*ATTN:* *ADDRESS:*

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedures ☐ Oral (default) OR ☒ Written	**Section 10.2** Additional Events of Default ☒ No Additional Events of Default (default) ☐ Indebtedness Cross Default ☐ Party A: _____ ☐ Party B: _____ ☐ Transactional Cross Default
Section 2.7 Confirm Deadline ☒ 2 Business Days after receipt (default) OR ☐ __ Business Days after receipt	
Section 2.8 Confirming Party ☒ Seller (default) OR ☐ Buyer	
Section 3.2 Performance Obligation ☒ Cover Standard (default) OR ☐ Spot Price Standard	**Section 10.3.1** Early Termination Damages ☒ Early Termination Damages Apply (default) OR ☐ Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	**Section 10.3.2** Other Agreement Setoffs ☒ Other Agreement Setoffs Apply (default ☒ Bilateral (default) ☐ Triangular OR ☐ Other Agreement Setoffs Do Not Apply
Section 2.31 Spot Price Publication ☒ Gas Daily Midpoint (default) OR ☐ _____	
Section 6 Tax ☒ Buyer Pays At and After Delivery Point (default) OR ☐ Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date ☒ 25th Day of Month following Month of delivery (default) OR ☐ Day of Month following Month of delivery	**Section 15.5** Choice Of Law New York
Section 7.2 Method of Payment ☒ Wire transfer (default) ☐ Automated Clearinghouse Credit (ACH) ☐ Check	**Section 15.10** Confidentiality ☒ Confidentiality applies (default) OR ☐ Confidentiality does not apply
Section 7.7 Netting ☒ Netting applies (default) OR OR ☐ Netting does not apply	
☒ Special Provisions Number of sheets attached: 7 ☐ Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

"SELLER" **GSF Energy, L.L.C**	PARTY NAME	**"BUYER"** **Bluesource LLC**
By: /s/ James W. Wallace	SIGNATURE	*By: /s/ William T. Overly*
James W. Wallace	PRINTED NAME	William T. Overly
Vice President	TITLE	Vice President

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm, or Interruptible basis. “Buyer” refers to the party receiving Gas and “Seller’’ refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the “Oral Transaction Procedure” or the “Written Transaction Procedure” as indicated on the Base Contract.

Oral Transaction Procedure:

1.2 The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a “writing” and to have been “signed”. Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of non-conflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3

1.3. If a sending party’s Transaction Confirmation is materially different from the receiving party’s understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party’s agreement to the terms of the transaction described in the sending party’s Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. “Additional Event of Default” shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. “Affiliate” shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

2.3. “Alternative Damages” shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.4. “Base Contract’” shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.5. “British thermal unit” or “Btu” shall mean the International BTU, which is also called the Btu (IT).

2.6. “Business Day(s)” shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

2.7. “Confirm Deadline” shall mean 5:00 p.m. in the receiving party’s time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party’s time zone, it shall be deemed received at the opening of the next Business Day.

2.8. “Confirming Party” shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.

2.9. “Contract” shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.

2.10. “Contract Price” shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.

2.11. “Contract Quantity” shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.

2.12. “Cover Standard” as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer’s Gas consumption needs or Seller’s Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

2.13. “Credit Support Obligation(s)” shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14. “Day” shall mean a period of 24 consecutive hours, coextensive with a “day” as defined by the Receiving Transporter in a particular transaction.

2.15. “Delivery Period” shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.

2.16. “Delivery Point(s)” shall mean such point(s) as are agreed to by the parties in a transaction.

2.17. “EDI” shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations Under this Contract.

2.18. “EFP” shall mean the purchase, sale or exchange of natural Gas as the “physical” side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of “Firm”, provided that a party’s excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19. “Firm” shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided; however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.20. “Gas” shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.21. “Guarantor” shall mean any entity that has provided a guaranty of the obligations of a party hereunder.

2.22. “Imbalance Charges” shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter’s balance and/or nomination requirements.

2.23. “Indebtedness Cross Default’ shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

2.24. “Interruptible” shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.25. “MMBtu” shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. “Month” shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. “Payment Date” shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28. “Receiving Transporter” shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. “Scheduled Gas” shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. “Specified Transaction(s)” shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. “Spot Price” as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. “Transaction Confirmation” shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. “Transactional Cross Default’ shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. “Termination Option” shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. “Transporter(s)” shall mean an Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the “Cover Standard” or the “Spot Price Standard” as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party’s invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.3. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party’s invoice, which shall set forth the basis upon which such amount was calculated.

3.4. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.5. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save if harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier—time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after repoint of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver,-provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or (ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1 As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2) for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2 The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount

against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2 The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each ''forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Sellers gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS-OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

lf a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two

quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating

a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.

SPECIAL PROVISIONS TO
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS
Dated October 9, 2019

by and between
GSF Energy, L.L.C. ("Seller") and
Bluesource ("Buyer")

These Special Provisions amend the North American Energy Standards Board, Inc. ("NAESB") Base Contract for Sale and purchase of Natural Gas and its accompanying General Terms and Conditions, as published September 5, 2006 (the "Base Contract"). The Base Contract, together with these Special Provisions, the Transaction Confirmation and any Credit Support from a single agreement between the parties, collectively, the "Contract". Except as amended in these Special Provisions, the Base Contract and the General Terms and Conditions remain in full force and effect. All capitalized terms not otherwise defined in these Special Provisions have the meaning set out in the Base Contract.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions to the Base Contract.

Collectively, Seller and Buyer shall be referred to as the "Parties", and individually may be referred to as a "Party".

Section 2. Definitions

The definition of "Credit Support Obligation" in Section 2.13 shall be deleted in its entirety and the following substituted in lieu thereof:

> "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a guaranty, or other good and sufficient security of a continuing nature. The issuer of any such security and/or the guarantor must be acceptable to the other party at its sole discretion. The other party agrees to act in a reasonable manner in evaluating such issuer and/or guarantor.

The definition of "Payment Date" in Section 2.27 shall be deleted and replaced with the following:

> "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due from one Party to the other as set forth in Section 7."

The definition of "Spot Price" in Section 2.31 shall be amended by deleting the last sentence and replacing with the following:

> "If no price or range of prices is published for such Day, then the Spot Price shall be determined in accordance with Section 14 as modified herein."

Add the following at the end of Section 2:

> "2.36 "Applicable Law;' means any foreign, federal, state, tribal or local law, statute, regulation, code, ordinance, license, permit, compliance requirement, decision, order, writ, injunction, directive, judgment, policy, decree, including any judicial or administrative interpretations thereof, or any agreement, concession or arrangement with any governmental authority, applicable to either Party or either Party's performance under a transaction, and any amendments or modifications to the foregoing.

Section 3. Performance Obligation

Add the following as new Section 3.5:

"3.5. Each Party is entering into this Contract in reliance on the Applicable Laws and Taxes in effect on the date hereof. If at any time after a transaction is entered into:

(i) new Applicable Law is enacted, existing Applicable Law is amended, new Taxes are imposed, or existing Taxes are changed (a "Regulatory Event"), in a way which individually or collectively has a material adverse economic effect upon a party (such party the "Affected Party") under a particular transaction (each such transaction an "Affected Transaction") and which does not constitute a Force Majeure event, then the Affected Party may notify the other party that it desires in good faith to renegotiate the material terms or conditions of the Affected Transaction(s) in order to address the effects of the Regulatory Event. Such Notice shall state how the Regulatory Event impacts the Affected Transactions and the proposed terms upon which the Affected Party would like to continue to perform the Affected Transaction(s) with respect to any Gas not yet delivered; or

(ii) after giving effect to any applicable provision or remedy specified in the Contract, it becomes unlawful for a party, (such party the "Affected Party") under the Applicable Law to perform any material provision in relation the Contract or any particular transaction, (each such transaction an "Affected Transaction") (an "Illegality"), then the Affected Party may terminate such Affected Transaction as provided for below.

If a Regulatory Event occurs and the Parties fail to renegotiate the price or other material terms or conditions within thirty (30) Days of the Notice, or if an Illegality occurs and such event continues for at least three (3) Business Days, either party shall have the right by Notice to designate a Day, no earlier than the Day such Notice is given and no later than twenty (20) Days after such Notice is given as the Early Termination Date to terminate and liquidate the Affected Transaction(s).

On the Early Termination Date (i) if there is one Affected Party damages shall be determined in accordance with Section 10 of the Contract, except that references to the Defaulting Party and to the Non-Defaulting Party will be deemed references to the Affected Party and to the Non-affected Party, or (ii) if there are two Affected Parties, each party shall determine damages in accordance with Section 10 of the Contract with the Market Value being the arithmetic average of the amounts so determined. The Market Value for each Terminated Transaction shall be determined by using the mid-market quotations or values without regard to the creditworthiness of the party performing the calculations."

Section 6. Taxes

Section 6 is amended by adding the following provisions to the end of Section 6:

"Gross Receipts and Consumption, and Compensating Taxes. For clarity, the Contract Price does not include any applicable state or local, gross receipts, compensating, utility, transaction privilege, sales or use tax which may be assessed as a result of sales of or use of Gas hereunder, whether measured by quantity or revenues ("Gross Receipts" or "Compensating Tax"). If there is such a Gross Receipts and/or Compensating Tax, either of which being applicable to that quantity of Gas sold to or used by Buyer hereunder, [***].

Protest and Payment. If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, the Party responsible for such Taxes shall promptly reimburse the other Party for such Taxes, except to the extent either Party has filed, or provides prior notice to the other Party that it will timely file, a good faith protest, contest, dispute or complaint with the taxing authority or applicable court with jurisdiction, which tolls the requirement to pay such Taxes. Any Party is entitled to make such good faith protests, contests, disputes or complaints with the applicable

taxing authority or applicable court with jurisdiction or to file for a request for refund for such Taxes already paid in a timely manner as to any Taxes that it is responsible to pay or remit or for which it is responsible to pay or reimburse the other Party. In the event either Party makes such filings, the other Party shall cooperate with such filing Party by providing any relevant information within that Party's possession, which will support the filing Party's filing upon request by and as specified by the filing Party. Upon the issuance by the taxing authority or court of a final, non-appealable order, which lifts the tolling of an obligation to pay and requires payment of the applicable Taxes, and absent a stay of such order, the responsible Party shall either pay directly to the applicable taxing authority, or reimburse the other Party for, such Taxes and any other amounts (including interest) required by such order. Any Party entitled to an exemption from any such Taxes or charges shall furnish the other Party any necessary documentation thereof."

Section 7. Billing, Payment and Audit

Section 7.7 is amended by adding the following phrase to the end of the first sentence:

"provided further, however, that the Party due payment under Section 7.3 may net all undisputed sums due thereunder against any amounts payable by it when making payments under Section 7."

Section 10. Financial Responsibility

Section 10.2 is amended by (i) deleting the word "or" before "(ix)"' in such Section; and (ii) adding the following immediately after the ";" at the end of subclause (ix) of such Section:

"(x) repudiate, reject or challenge the validity of, this Contract; (xi) transfer all or substantially all of its assets or merge into or consolidate with any entity or reorganize, incorporate, reincorporate, or reconstitute into or as, another entity, or another entity transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, the Defaulting Party where the merging party's obligations are not assumed by operation of law or written instrument; (xii) have made any representation or warranty herein which is false or misleading in any material respect when made or when deemed made or repeated; (xiii) fail to perform or breach any other material obligation or covenant under this Contract (except to the extent such failure constitutes a separate Event of Default, and except for such Party's obligations to deliver or receive Gas, the exclusive remedy for which is provided in Section 3) if such failure is not remedied within fifteen (15) Business Days after receipt of written notice."

Section 10.2 is amended by adding the following at the end before the "." in the last sentence:

", provided that no suspension of performance shall continue for more than fifteen (15) Days unless an Early Termination Date has been declared and the Defaulting Party given Notice thereof in accordance with Section 10.3."

Section 10.3.1 is amended by adding the following sentence at the end of the first paragraph:

"Notwithstanding the foregoing, in no event shall the Non-Defaulting Party owe any amounts to the Defaulting Party on account of this Transaction as a Terminated Transaction, whatever the difference between Market Value and Contract Value. However, nothing in this section releases Buyer from its obligation to remit any undisputed payment to Seller for any natural gas or Biogas delivered to Buyer pursuant to any Transaction Confirmation."

Delete the words "and without prior Notice to the Defaulting Party" in Section 10.3.2. Add the following after the last sentence in each option given for Section 10.3.2:

"Nothing in this Section will be effective to create a charge or other security interest. This Section will be without prejudice and in addition to any right of setoff, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which a party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise)."

Section 10.4 is amended by (i) replacing "second" in the sixth line with "fifth," and (ii) adding the following at the end thereof:

"Notwithstanding the foregoing, if the Non-Defaulting Party owes the Net Settlement Amount to the Defaulting Party, the obligation of the Non-Defaulting Party to pay to the Defaulting Party the Net Settlement Amount, shall not arise until, and shall be subject to the condition precedent that, (i) all transactions are terminated in accordance with this Contract and (ii) all obligations (contingent or absolute, matured or unmatured) of the Defaulting Party and any Affiliate of the Defaulting Party to make any payment to the Non-Defaulting Party or any Affiliate of the Non-Defaulting Party shall have been fully and finally performed."

Delete Section 10.5 in its entirety and replace it with the following:

"10.5. "Each Party further represents and warrants to the other Party that (i) this Base Contract and all transaction(s) governed by the Base Contract constitute "forward contracts" and/or "swap agreements" within the meaning of the United States Bankruptcy Code (the "Code"); (ii) it is a "forward contract merchant" within the meaning of the Code with respect to any transactions that constitute "forward contracts"; (iii) all payments made or to be made on its behalf pursuant to the Contract, including the application by a Party of any collateral or security to any amounts due and owing to such Party, constitute "settlement payments" within the meaning of the Code; and (iv) its rights under Section 10, "Financial Responsibility", of the Contract constitute a "contractual right to liquidate, terminate, or accelerate" or the transactions within the meaning of the Code. Each Party further agrees that the other Party is not a "utility" as such term is used in 11 U.S.C. Section 366, and each Party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding involving such Party. In addition, each Party agrees that, for any Gas actually consumed (rather than resold) by such Party, if Gas is not delivered pursuant to this Contract, the local gas distribution utility for such Party is the provider of last resort and can supply such Party's Gas consumption needs."

Section 11. Force Majeure

Delete Section 11.4 and replace it with the following:

"Notwithstanding anything to the contrary in this Section 11, the Parties agree that the settlement of strikes, lockouts, or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance; and further agree that, upon the occurrence and continuance of any event of Force Majeure, neither Party shall be obligated to purchase or sell Gas hereunder if such purchase or sale would result in material economic impact to such Party under the transaction(s) affected by the event of Force Majeure."

Add the following as new Section 11.7:

"11.7 Without restricting the generality of the foregoing, if an event of Force Majeure occurs, the Party affected may, in its sole discretion and without notice to the other Party, determine not to make a claim of Force Majeure and to waive its rights hereunder as they would apply to such event. Such determination or waiver shall not preclude the affected Party from claiming Force Majeure in respect of any subsequent event, including any event that is substantially similar to the event in respect of which such determination or waiver is made."

Add the following as new Section 11.8:

"11.8 If an event of Force Majeure impairs or prevents Seller from delivering or Buyer from purchasing Gas under this Contract and such event of Force Majeure continues (i) for a continuous period of time greater than ninety (90) Days or (ii) for more than one hundred and eighty (180) cumulative Days during any calendar year, the Party not claiming the event of Force Majeure may terminate and liquidate the transactions affected by such event of Force Majeure utilizing the same methodology (including rights and remedies) set forth under Section 3. Notwithstanding the foregoing, (a) if the Party claiming an event of Force Majeure proceeded with reasonable efforts to

resolve the event or occurrence once it occurred in order to resume performance but performance under the Contract cannot resume until after the time periods set forth in (i), the Party not claiming the event of Force Majeure may not terminate and liquidate the transactions affected by such event of Force Majeure unless performance is not resumed within one hundred and eighty (180) Days from the event of Force Majeure; and (b) to the extent the event of Force Majeure relates to the events described in any of the events described in (i)-(iii) of Section 11.2, any affected transactions shall be terminated between the Parties without either Party being liable to the other Party for any damages under the Contract except for indemnification obligations."

Section 12. Term

Delete the second sentence and replace it with the following:

"The rights of either Party pursuant to: (i) Section 7, (ii) Section I 0, (iii) Section 13, (iv) Section 14, (v) Section 15, (vi) Waiver of Jury Trial provisions (if applicable), (vii) the obligations to make payment hereunder, and (viii) the obligation of either Party to indemnify the other pursuant hereto, shall survive the termination of the Base Contract or any transaction."

Section 14. Market Disruption

Delete Section 14 and replace it with the following:

"If a Market Disruption Event has occurred then the Parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the Parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each Party attempting to obtain, in good faith and from non-affiliated market participants in the relevant market, at least four quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. Once the Parties obtain the quotes, the following methodology shall be used to determine the replacement price for the Floating Price: (i) if each Party obtains four or more quotes, the arithmetic mean of the quotations, excluding the highest and lowest values, shall be utilized; (ii) if one Party obtains four or more quotes and the other Party obtains less than four, the highest and lowest values of all obtained quotes shall be excluded and the arithmetic mean of the remaining quotations shall be utilized; or (iii) if both Parties obtain less than four quotes, the Parties shall resort to the negotiation process set out in Section 15.16 to resolve the dispute with the quotes being only indicative of an illiquid market which shall allow both Parties to utilize other industry information, including internal valuations to resolve the dispute. For purposes of the foregoing sentence, if more than one quotation is the same as another quotation, and such quotations are the highest and/or lowest values, only one of the quotations shall be excluded. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged."

Section 15. Miscellaneous

Delete Section 15.3 in its entirety and replace it with the following:

"15.3 No waiver of any breach of this Contract, or delay, failure or refusal to exercise or enforce any rights under this Contract (including any rights to claim excused performance as a result of an event of Force Majeure), shall be held to be a waiver of any other or subsequent breach, or be construed as a waiver of any such right then existing or arising in the future."

Add the following as new Section 15.13:

"15.13 To the extent, if any, that a transaction does not qualify as a "first sale" as defined by the Natural Gas Act and §§ 2 and 601 of the Natural Gas Policy Act, each Party irrevocably waives its rights, including its rights under §§ 4-5 of the Natural Gas Act, unilaterally to seek or support a change to any terms and conditions of the Contract, including but not limited to the rate(s), charges, or classifications set forth therein. By this provision, each Party expressly waives its right to seek or support, either directly or indirectly, and by whatever means: (i) an order from the U.S. Federal Energy Regulatory Commission ("FERC") seeking to change any of the terms and conditions of the Contract agreed to by the Parties; and (ii) any refund from the other Party with respect to the Contract. Each Party further agrees that this waiver and covenant shall be binding upon it notwithstanding any regulatory or market changes that may occur after the date of the Base Contract or any transaction entered into between the Parties. Absent the agreement of both Parties to the proposed change, the standard of review for changes to any terms and conditions of the Contract proposed by (a) a Party, to the extent that the waiver set forth in this Section 15.13 is unenforceable or ineffective as to such Party due to a final determination being made under applicable law that precludes the Party from waiving its rights to seek or support changes from the FERC to the terms and conditions of this Contract, (b) a non-party, or (c) the FERC acting sua sponte, shall solely be the "public interest" application of the 'just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra"), as Mobile-Sierra has been clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. I of Snohomish, 128 S.Ct. 2733 (2008), and NRG Power Marketing, LLC v. Maine Public Utilities Commission, 130 S.Ct." 693 (2010)."

Add the following as new Section 15.14:

"15.14 This Contract shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed."

Add the following as new Section 15.15:

"15.15 Each Party will be deemed to represent to the other Party each time a transaction is entered into that: (i) it is acting for its own account, and it has made its own independent decisions to enter that transaction and as to whether that transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary; (ii) it is not relying on any communication (written or oral) of the other Party as investment advice or as a recommendation to enter into that transaction; it being understood that information and explanations related to the terms and conditions of a transaction shall not be considered investment advice or a recommendation to enter into that transaction; (iii) no communication (written or oral) received from the other Party shall be deemed to be an assurance or guarantee as to the expected results of that transaction; (iv) it is capable of assessing the merits (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that transaction; (v) it is capable of assuming, and assumes, the risks of that transaction; and (vi) the other Party is not acting as a fiduciary for, or an advisor to, it in respect of that transaction."

Add the following as new Section 15.16:

"15.16 The Parties covenant and agree to comply with all Applicable Laws, rules and regulations associated with any Transaction."

Add the following as new Section 15.17:

> "15.17. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS CONTRACT OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT."

The Parties represent and warrant that the General Terms and Conditions of the Base Contract have not been modified, altered, or amended in any respect except for (i) these Special Provisions and (ii) as explicitly set forth in the Transaction Confirmation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused these Special Provisions to be duly executed as of the Effective Date.

SELLER **GSF Energy, L.L.C.**	**BUYER** **Bluesource LLC**
By: /s/ James W. Wallace	By: /s/ William T. Overly
Name: James W. Wallace	Name: William T. Overly
Title: Vice President	Title: Vice President

[Signature Page to Special Provisions to NAESB Base Contract dated October 9, 2019]

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [***].

TRANSACTION CONFIRMATION

Date: October 15, 2019
Contract:
Confirmation Number; Blue 001

This Transaction Confirmation is subject to that certain NAESB Base Contract for Sale and Purchase of Natural Gas, including the Special Provisions (the "Base Contract") dated October 9, 2019 (the "Effective Date"). The terms of this Transaction Confirmation are binding. Capitalized terms not otherwise defined in this Transaction Confirmation shall have the meaning given to them in the Base Contract. For purposes of this Transaction Confirmation, "Gas" as used in the Base Contract shall also include Biogas.

SELLER:
GSF Energy, L.L.C.

680 Andersen Drive
Foster Plaza 10, 5th Floor
Suite 580
Pittsburgh, PA 15220

Attn: James W. Wallace, Vice President
Phone: 412-747-8720

Base Contract No.
Transporter:
Transporter Contract Number:

BUYER:
Bluesource LLC

2825 E. Cottonwood Parkway
Suite 400
Cottonwood Heights, UT 84121

Attn: Will Overly, Vice President
Phone: 801-438-1533

Base Contract No.
Transporter:
Transporter Contract Number:

I. Commercial Terms

1. Contract Price:

(a) **Biogas Value**. As payment for the Biogas delivered to Buyer, Buyer shall pay to Seller the **Biogas Value**.

(i) The **Biogas Value** shall be paid by the Buyer and is calculated by multiplying the **Biogas Price** by the **Biogas Quantity** of Biogas (as measured in MMBtus).

(ii) The **Biogas Price** shall [***].

(b) **Margin Share.** In consideration of Buyer dispensing the Biogas as a Vehicle Fuel, Seller shall pay to Buyer the Margin Share, which shall be an amount equal to the respective sums of (i) and (ii) below.

(i) Buyer shall receive from Seller [***]% of the **RINs** for all RINs generated from Biogas delivered to Buyer for Biogas Quantities between [***] MMBtu per day and [***]% for Biogas Quantities in excess of [***] MMBtu per day.

(ii) Seller shall receive from Buyer [***]% of the net **LCFS Credits** generated and retained by Buyer.

2. **Delivery Period:**

(a) Bioqas Daily Delivery

Begin Date: [***]

End Date: [***]

(b) RIN Monthly Generation and Delivery – One Month after the Bioqas Delivery Month, with the exception of the initial RFS registration process and Q-RIN status determination whereby Biogas may be temporarily stored

(c) LCFS Quarterly Delivery – One Calendar Quarter after the Calendar Quarter in which Biogas was delivered, as applicable

3. **Contract Quantity and Performance Obligation:**

(a) Biogas Quantity

Throughout the Delivery Period, Seller shall have a Firm obligation to sell and deliver to Buyer at the Delivery Point Biogas volumes in excess of a monthly average of [***] MMBtu per day produced by Seller and Buyer shall have a Firm obligation to take delivery of such Biogas.

(b) Throughout the Delivery Period, Buyer shall dispense Biogas purchased under this Transaction Confirmation within an EPA- approved pathway such that all Biogas is utilized as a Vehicle Fuel allocated during the Biogas Delivery Month, all in accordance with the EPA RFS, LCFS, and any CFP. Buyer shall maintain all records relevant to the purchase of Biogas from Seller, processing of such Biogas into a Vehicle Fuel, Vehicle Fuel sales, documentation of Vehicle Fuel production and sale in accordance with the requirements of the EPA RFS, the requirements of the LCFS, and the requirements of any CFP.

4. **Delivery Point:**

The Delivery Point shall be as set forth below.

Description
Rumpke Sanitary Landfill
10795 Hughes Road
Cincinnati, OH 45251

Meter Numbers
[***], [***], [***], and [***]

5. **Biogas Supply Source:**

Biogas delivered to the Delivery Point shall be sourced from the following:

Rumpke Sanitary Landfill; EPA Facility ID No. 71138

II. Special Conditions

1- Definitions.

"**Biogas**" means quantities of methane, measured in MMBtu, that:

i. meet the qualifications for D3 Renewable Identification Numbers (cellulosic biofuel) under the EPA's RFS regulations as of the Effective Date;

ii. meet the definition of biogas or biomethane as defined by the RFS; and

iii. meet the common carrier pipeline gas quality specifications as provided by the local utility or transmission company for the applicable Delivery Point.

"**Biogas Price**" shall have the meaning as described in the Contract Price section above.

"**Biogas Supply Source**" means the Rumpke Sanitary Landfill.

"**Calendar Quarter**" means the periods, January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31.

"**CARB**" means the California Air Resources Board or its successor.

"**CFP**" means any state or regional clean fuels program applicable to the Biogas subject to this Transaction Confirmation or that shall become applicable to such Biogas.

"**EMTS**" means the EPA Moderated Transaction System for RINs,

"**Green Attributes**" means any and all environmental attributes, credits, benefits, emission reductions, offsets, and allowances, howsoever entitled, attributable to the characteristics, production, use or combustion of the Biogas or its displacement or reduction in the use of conventional energy generation, greenhouse gas emissions, pollutants or transportation fuel, including, without limitation, RINs under the RFS, renewable energy certificates and credits under state low carbon fuel programs such as the LCFS or a CFP. Green Attributes shall not include any existing or future tax credits, depreciation deductions and depreciation benefits, or other tax benefits arising from ownership of the Biogas Supply Source or from the production of Biogas.

"**Low Carbon Fuel Standard**" or "**LCFS**" means the California Low Carbon Fuel Standard as set forth in Section 95484 of Title 17 of the California Code of Regulations, as amended or supplemented and administered by CARB as of a given date.

"**LCFS Credits**" means credits generated under the LCFS or a CFP, as may be applicable.

"**Quality Assurance Plan**" or **"QAP**" means the voluntary program provided by an independent third-party auditor to verify that the RINs generated by a renewable fuel producer or importer are valid and in compliance pursuant to § 40 C.F.R. 80.1469.

"**Q-RIN**" means a RIN verified by a registered independent third-party auditor using a QAP that has been approved under 40 C.F.R. § 80.1469(c) following the audit process described in 40 C.F.R. § 80.1472.

"Qualified Facility" means a facility that meet the eligibility standards for Registration.

"**Registration**" means registration of the Biogas Supply Source, Qualified Facilities, parties, Biogas, or pathways, as applicable, with the EPA, CARB or other governmental or certifying entity, as applicable, such that the Biogas produced from the Biogas Supply Source becomes RIN-eligible or LCFS Credit-eligible, as applicable.

"**Renewable Fuel Standard"** or **'RFS**" means the renewable fuel program and policies established section 211(o) of the Clean Air Act (42 U.S.C. § 7545(o)) as implemented by the EPA under Subpart M of Title 40 of the Code of Federal Regulations as may be amended from time to time.

"**Renewable Identification Number(s)**" or "**RIN(s)**" is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. §80.1426 (2012)), as amended from time to time.

"**RINs Resale Price**" means an amount equal to the volume weighted average price actually received by Seller from third parties for all QAP D3 RINs that were generated within the same calendar month as the RINs generated from the Biogas delivered to Buyer. The conversion factor for determining the quantity of RINs generated for the quantity of Biogas delivered is 11.727 RINs for every 1 MMBtu of Biogas (11.727 RINs/1 MMBtu), or as otherwise specified by the EPA.

"**Vehicle Fuel"** means compressed natural gas (CNG) or liquefied natural gas (LNG) derived from Biogas and used in transportation vehicles and which qualifies for receipt of a RIN under the EPA Renewable Fuel Standard and which may qualify for receipt of an LCFS Credit under the LCFS or a CFP.

2. **Representations by Both Parties.** Each of the parties to this Transaction Confirmation represents and warrants that, as of the date of this Transaction Confirmation specified above:

   (a) It has full and complete authority to enter into and perform this Transaction Confirmation;

   (b) The person who executes this Transaction Confirmation on its behalf has full and complete authority to do so and is empowered to bind it thereby;

   (c) It is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws; and

   (d) It has not and will not take any action that results in the invalidity of LCFS Credits or RINs generated on the Biogas delivered under this Transaction Confirmation.

3. **Buyer Representations.** Buyer represents and warrants to Seller as of the execution date of this Transaction Confirmation and on each Day during the Delivery Period that:

   (a) Buyer has not sold, traded, remarketed, given away, claimed, or otherwise sold separately, the Green Attributes from the Biogas, except as otherwise provided in this Transaction Confirmation;

   (b) The Biogas delivered to Buyer will be used as Vehicle Fuel; and

   (c) As of the execution date hereof, Buyer meets the eligibility standards for Registration under the EPA RFS and LCFS.

4. **Seller Representations.** Seller represents and warrants to Buyer as of the execution date of the Transaction Confirmation and on each Day during the Delivery Period that:

   (a) Seller represents that the Biogas Supply Source meets the eligibility standards for the generation of RINs and LCFS Credits under the EPA RFS and the LCFS, as applicable; and

   (b) the Biogas delivered to Buyer shall have been processed in accordance with the requirements of the EPA RFS and LCFS, as applicable.

5. **RFS, LCFS, CFP Registration.**

   (a) **RFS Registration.** Seller maintains an account with EPA's Central Data Exchange, EMTS. Seller's company name in EMTS is "Montauk Energy Holdings, LLC" and identifier is 6139. The EPA Facility ID producing the Biogas that is subject to this Transaction Confirmation is 71138. [***].

(b) **LCFS, CFP Registration.** Buyer shall submit an initial LCFS pathway registration to CARB at Buyer's cost. Seller shall cooperate with Buyer and provide all necessary information required to complete and maintain the updated registration, including, but not limited to, affidavits, contracts, volume statements, and Biogas flow. Buyer shall be responsible for any ongoing reporting and costs associated with integrity and compliance of the LCFS pathway, including third party verification costs. Buyer and Seller shall cooperate to fulfill requirements under the LCFS and CFP, as may be applicable, to generate LCFS Credits.

6. **Process for Generation and Allocation of RINs.**

(a) *Seller Responsibilities and EPA EMTS Account.*

(i) Within the first two (2) weeks of the Delivery Period, Seller shall facilitate access for Buyer to any and all records relevant to determining the quantity of Biogas sold and delivered by Seller and purchased and received by Buyer so that Buyer can prepare the data regarding RIN generation for submission to the Seller and/or the Seller's agent.

(ii) Seller shall generate RINs within one month after the Biogas Delivery Month, with the exception of the initial RFS registration process and Q-RIN status determination whereby Biogas may be temporarily stored

(iii) Seller shall transfer the contracted volume of RINs within one month after the Biogas Delivery Month via EMTS. Seller shall prepare and submit a product transfer document ("PTD") to Buyer for each transfer of RINs, detailing the following:

(a) RIN transferor and transferee company information and EPA company ID;

(b) Product information including Fuel Code;

(c) RIN quantity to transfer;

(d) RIN Year;

(e) PTD number; and

(f) Any other data as required by the EPA RFS.

(b) *Buyer Responsibilities*.

(i) Within the first three (3) weeks of the Delivery Period, Buyer shall analyze the Biogas Quantity sold and delivered by Seller and purchased and received by Buyer under this Transaction Confirmation which converted such Biogas to a Vehicle Fuel to determine how many RINs were generated during the prior Month.

(ii) Buyer shall prepare a report, for submission to Seller detailing the following:

(a) Biogas sold and delivered by Seller and purchased and received by Buyer at the Delivery Point.

(b) Total Biogas sold under this Transaction Confirmation at each dispensing location during the applicable Month that was converted by Buyer for use as a Vehicle Fuel.

(c) RINs to be created from Biogas purchased by Buyer from Seller.

(c) *EPA EMTS Accounts*: The EPA EMTS account number to which RINs allocated to the Seller should be allocated and deposited is 6139. The EPA EMTS account number to which RINs allocated to the Buyer should be allocated and deposited is [_____].

7. **Storage.**

From time to time, Biogas delivered by Seller to Buyer may be put into storage by Buyer, for one of three reasons: (i) if the Green Attribute pathway has not yet been approved by the EPA but the plant is flowing Biogas, then Buyer shall store the Biogas in accordance with the terms of the applicable Green Attribute program until such time as the pathway is approved; (ii) if the Biogas is intended to produce Q-RINs, then the Buyer shall store Biogas until such time as the QAP process is completed; or (iii) if the Biogas has been delivered to Buyer but Buyer cannot deliver it to a VFP until a subsequent Month, then Buyer may store the Biogas until such time as it can deliver the Biogas to be used as a Vehicle Fuel. If Biogas is stored pursuant to Section 7 (i), [***]. If Biogas is stored pursuant to Sections 7 (ii) or (iii), [***]. If Biogas is stored by Buyer, [***].

8. **Change in Law.**

In the event that the EPA amends its regulations for the creation and sale of RINs and/or CARB amends its regulations for the creation and sale of LCFS Credits, the parties agree to amend this Transaction Confirmation accordingly so long as such amendment does not adversely affect the relative benefits of the transaction to both Buyer and Seller as of the date upon which the Transaction Confirmation is executed. Each party agrees to take any commercially reasonable action or cooperate with any commercially reasonable request of the other party reasonably necessary in connection with Seller's application for approval of a pathway under the LCFS for the sale of Biogas as Vehicle Fuel and Seller's approval from the EPA to be classified as a renewable fuel producer under the EPA RFS to produce Biogas that generates RINs when used as Vehicle Fuel.

9. **Hierarchy.** In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern.

Please confirm the foregoing correctly sets forth the terms of our agreement with respect to this transaction by signing in the space provided below and returning an executed copy of this Transaction Confirmation in pdf file format by email to jwallace@montaukenergy.com.

SELLER **GSF Energy, L.L.C.**	**BUYER** **Bluesource LLC**
By: /s/ James W. Wallace Name: James W. Wallace Title: Vice President Date: October 15, 2019	By: /s/ William T. Overly Name: William T. Overly Title: Vice President Date: 10/15/19

Exhibit 10.35

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [***].

AMENDED AND RESTATED

LANDFILL GAS PURCHASE AND SALE

AGREEMENT BETWEEN

WASTE MANAGEMENT OF TEXAS, INC.

AND

TX LFG ENERGY, LP

October 17, 2016

This Amended and Restated Landfill Gas Purchase and Sale Agreement ("Agreement") is made on this 17th day of October, 2016 (the "Effective Date"), by and between Waste Management of Texas, Inc., a Texas corporation with principal offices at 100 Genoa Red Bluff, Houston TX 77034 ("Seller"), and TX LFG Energy, LP ("Purchaser"), a Delaware limited partnership with principal offices at 680 Andersen Drive, Pittsburgh, PA 15220.

A. Seller and Reliant Energy Renewables Atascocita, LP entered into a Landfill Gas Purchase and Sale Agreement on October 31, 2001, as amended by that certain First Amendment dated July 30, 2002 and by that certain Letter Agreement dated September 17, 2004 (as amended, the "Original Agreement") and that certain Master Agreement dated October 31, 2001 2002 as amended by that certain Letter Agreement dated September 17, 2004 (as amended, the "Master Agreement"), concerning the Original Agreement and certain other agreements;

B. Purchaser is the successor in interest to Reliant Energy Renewables Atascocita, LP;

C. Purchaser and Seller wish to amend and restate the Original Agreement in its entirety with reference to the following facts and circumstances;

D. Seller owns and operates the Atascocita Landfill located at 3623 Wilson Road, Humble, TX 77396, Harris County, Texas ("Landfill");

E. Landfill Gas, consisting primarily of methane and carbon dioxide, is produced as a by- product of the decomposition of refuse within the Landfill;

F. Seller owns and operates facilities to extract Landfill Gas from the Landfill and desires to deliver said Landfill Gas to Purchaser;

G. Seller wishes to sell and Purchaser wishes to purchase that Landfill Gas extracted by Seller from the Landfill during the term hereof in accordance with the terms and conditions hereof;

H. Purchaser owns and operates an electric generating facility with a nameplate generating capacity of 10 MW located on a site on the Landfill property that Purchaser leases from Seller;

I. Purchaser intends to construct, own and operate a Landfill Gas processing facility ("High Btu Facility") on an expanded site to process Landfill Gas produced by the Landfill in order to increase the heating value of the Landfill Gas, thereby creating Biogas meeting the quality specifications of interstate gas pipelines; and

J. Upon the Commercial Operation Date, the Original Agreement will be terminated and replaced by this Agreement.

THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I

DEFINITIONS

"Additional Delivery and Purchase Terms" shall have the meaning set forth in Section 6.1.

"Applicable Laws" means any and all applicable federal, state, county and local laws, statutes, rules, regulations, licenses, ordinances, judgments, orders, decrees, directives, guidelines or policies (to the extent mandatory), permits and other governmental and regulatory approvals, including without limitation, any and all Environmental Laws, or any similar form of decision or determination by, or any interpretation of, any of the foregoing by any Government Entity with jurisdiction over Seller, Seller's Collection System, Purchaser, Purchaser's Facilities, the Landfill, or the performance of the work hereunder and the transactions contemplated hereunder.

"Base Price for Engines" shall mean, during the first Contract Year, $[***] per MMBtu for Engine Processable Landfill Gas used in Purchaser's electric generation Engines, and, during each succeeding Contract Year, [***]% of the Base Price for Engine Processable Landfill Gas during the immediately preceding Contract Year.

"Biogas" means that gas that is produced when Landfill Gas is processed in the High Btu Facility and includes the Environmental Attributes associated with such Landfill Gas, whether or not the Environmental Attributes are sold by Purchaser together with the Landfill Gas or sold in a separate transaction.

"Business Day" shall mean any Monday through Friday except Days during which commercial lenders are not open for business in Houston, Texas, or Days that are not business Days in accordance with the National Electric Reliability Council.

"Collateral Assignee" means one or more lenders or the security agent of such lender(s) to whom either party may have assigned this Agreement as collateral or security for financing.

"Collection Device" means a device used to extract Landfill Gas from either inside the waste or outside of the waste at the Landfill.

"Collection System" means the fixtures, equipment and assets of Seller that are used by Seller as of the Effective Date, or during the term of this Agreement as described in Section 6.1, to extract and collect Landfill Gas from the Landfill and including, without limitation, the wells, pipes, headers and gathering systems, flares, vacuum pipelines, blowers, condensate knockout vessels or systems, and all other fixtures, equipment and assets that are used for the purpose of collecting, delivering or facilitating the collection or delivery of Landfill Gas, as such exists as of the Effective Date or as the same is modified, expanded or replaced during the Purchase and Delivery Term; but excluding in all cases the Purchaser's Facilities.

"Combined Design Capacity" means the maximum quantity of Landfill Gas that could be consumed in Purchaser's Facilities when operating at maximum capacity. The Combined Design Capacity is comprised of the capacity of the Engine Plant which is 3,500 standard cubic feet per minute (scfm) and the capacity of the High Btu Facility which will be up to 7,000 scfm.

"Commercial Operation Date" means the date on which Purchaser first injects Biogas into a commercial gas distribution system which shall occur on the Day specified by Purchaser by written notice delivered to Seller at least five (5) Days before such date.

"Confidential Information" shall have the meaning set forth in Section 17.6.

"Contract Year" shall mean every twelve (12) months period which begins at 12:01 a.m. Eastern Standard Time on the first Day of the Purchase and Delivery Term and on every anniversary thereof during the Delivery and Purchase Term.

"Day" shall mean each twenty-four (24) hour period commencing at 12:01 a.m.

"Delivery and Purchase Term" shall have meaning set out in Section 6.1.

"Delivery Point(s)" shall mean collectively the Electric Generation Delivery Point and High Btu Facility Delivery Point.

"Design Capacity" means the design or nameplate Landfill Gas intake processing capacity of the High Btu Facility, as may be expanded from time to time.

"Effective Date" means the date designated in the preamble of this Agreement.

"Electric Generation Delivery Point" shall mean the point of interconnection between Seller's Collection System and the Engines, as more fully described in Attachment B-l

"Engine Processable Landfill Gas" means Landfill Gas that meets the quality specifications set forth in Attachment C, provided that all Landfill Gas used as fuel for Purchaser's Engines shall be deemed Engine Processable Landfill Gas without regard to Attachment C.

"Engines" shall mean the electric generating engines comprising part of Purchaser's Facilities.

"Environmental Attributes" means any and all RINs, renewable energy credits, LCFS credits, green certificates, green tags and other renewable energy or environmental characteristics, claims, credits, benefits, emissions reductions, offsets, allocations, allowances and other attributes, however characterized, denominated, measured or entitled and whether now in existence or in the future created in connection with the processing and sale of Biogas or electricity from Purchaser's Facilities.

"Environmental Laws" means any and all applicable federal, state, county, municipal and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements, licensing requirements, consent decrees, decrees, judgments, permits, licenses, covenants, deed restrictions, and any other governmental requirements or obligations of any kind or nature relating to (i) environmental pollution, contamination or other impairment of any kind or nature, (ii) regulation or protection of health, safety, natural resources, or the environment, or (iii) any hazardous waste or other toxic substances of any nature, whether liquid, solid and/or gaseous, including, without limitation, smoke, vapor, fumes, soot, radiation, acids, alkalis, chemicals, wastes, by-products and recycled materials, as now existing or hereafter in effect. These

Environmental Laws shall including, without limitation, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984, the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Oil Pollution Act of 1990, all as amended from time to time, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, regulations of any state department of natural resources or state environmental protection agency, now or at any time hereafter in effect and all applicable local ordinances, rules, regulations and permitting or licensing requirements.

"Facilities" means Seller's Collection System and/or Purchaser's Facilities as applicable.

"Force Majeure" means causes beyond the affected party's reasonable control and not due to the act, omission, or negligence of the affected party or the affected party's insolvency or financial condition, including, without limitation and to the extent satisfying the foregoing requirements, delays due to strikes, lockouts, and work stoppages due to labor disputes, acts of God, enactment of or amendments to statutes, laws, or regulations after the date hereof preventing performance hereunder, inability to obtain labor or materials due to governmental restrictions, enemy action, civil commotion, fire, casualty, breakage or accident to machinery, equipment or lines of pipe, power outages, or other similar causes. Force Majeure shall also include failure of the Landfill to produce Landfill Gas if caused by (a) abnormal weather conditions (including without limitation hurricanes, tornadoes, lightning, floods, high-water

washouts, and droughts), (b) fires, (c) earthquakes, landslides, or other geological occurrences, or (d) changes in the composition or volume of waste placed in the Landfill as a result of changes in applicable laws, regulations, permits, or authorizations or as a result of changes in waste available for deposit in the Landfill not due to the decisions of Seller or due to other causation outside the reasonable control of Seller. Force Majeure shall exclude (i) changes in market conditions (except as noted above), including such changes affecting the cost of producing or making available Landfill Gas or the cost of generating electricity using Landfill Gas to fuel the Engines or the cost of producing High Btu gas using Landfill Gas to fuel the High Btu Facility, (ii) the failure to comply with Applicable Laws and (iii) the act or failure to act of any third party contractor of the non-performing party except to the extent such act or failure to act results from an event otherwise within the definition of "Force Majeure."

"Government Entity" means any court or tribunal in any jurisdiction or any federal, state, municipal, or other governmental body, agency, authority, department, commission, board, bureau or instrumentality.

"Greenhouse Gas Emissions Credits" shall mean any regulatory or other credits or benefits associated with, or resulting from the reduction of greenhouse gas emissions relating (1) to the operations or ownership of the Landfill, or (2) to the collection, processing, transportation, delivery, management or control of Landfill Gas prior to transfer of title to the Landfill Gas to Purchaser at the Delivery Point, including but not limited to any voluntary or mandated activities of Seller at the Landfill resulting in any carbon credits, greenhouse gas credits or similar credits or certificates or other economic benefits; but expressly excluding any environmental attribute necessary for the creation of a RIN, or similar state or regional program, including the LCFS. Such attributes include, but are not limited to, greenhouse gas reduction benefits of a vehicle using a specific quantity of biogas which is introduced into the commercial gas pipeline system for the purpose of creating a RIN or similar state or regional credit or benefit.

"High Btu Facility" shall mean Purchaser's Landfill Gas processing facility with the capacity to process a maximum of 7,000 scfm of Landfill Gas.

"High Btu Facility Delivery Point" shall mean the point of interconnection between Seller's Collection System and the High Btu Facility, as more fully described in Attachment B-2.

"High Btu Option Deadline" shall mean the third anniversary of the Effective Date.

"Higher Heating Value" shall mean, with respect to any hydrocarbon, the amount of heat released when a known volume of such hydrocarbon is burned plus the amount of heat released due to the condensation of water vapor to the liquid state as a result of combustion. For purposes of this Agreement, the Higher Heating Value of methane shall be as defined by the American Gas Association (AGA) Report No. 3.

"Landfill" shall have the meaning set forth in the Recitals.

"Landfill Gas" shall mean that raw, unprocessed gas consisting primarily of methane and carbon dioxide which is produced as a byproduct of the decomposition of refuse within the Landfill.

"LCFS" means the California Low Carbon Fuel Standard as set forth in Title 17, California Code of Regulations §§95480-95490, as may be amended from time to time.

"LCFS Credit" means credits generated and traded under the LCFS or any similar state, federal or international program, with each credit equal to one metric ton of CO2 reductions as compared to baseline CO_2 emissions under the LCFS.

"Leased Site" shall mean the real property leased by Purchaser from Seller pursuant to the Site Lease.

"Master Agreement" shall mean the Master Agreement dated as of October 31, 2001 by and among Seller, Reliant Energy Renewables, Inc. and S&J Landfill Limited Partnership, a Texas limited partnership, as amended by that certain Letter Agreement dated September 17, 2004, to which TX LFG Energy, L.P. is successor in interest to Reliant Energy Renewables, Inc.

"Minimum Royalty Payment" shall have the meaning set forth in Section 10.3.

"MMBtu" shall mean, when referring to a quantity of Landfill Gas, one million British thermal units of such Landfill Gas as based upon the Higher Heating Value of such Landfill Gas.

"Off-Take Price" [***].

"Off-Take Purchaser" means one or more purchasers of Biogas.

"Off-Take Revenue" means the Off-Take Price times the volume of Biogas sold to an Off-Take Purchaser in such calendar month.

"Prime Rate" shall mean a fluctuating interest rate per annum in effect from time to time equal to the rate of interest published by The Wall Street Journal in the "Money and Investing" section as the prime rate.

"psia" shall mean pounds per square inch absolute.

"Purchaser's Condensate" shall mean non-hazardous and non-toxic liquid condensate resulting from the operation of Purchaser's Facilities.

"Purchaser's Facilities" shall mean Purchaser's High BTU Facility and Engines and all facilities and equipment necessary to enable Purchaser to (a) accept delivery of Landfill Gas from Seller at the Delivery Point, (b) treat and process such Landfill Gas or (c) consume Landfill Gas in such facilities, (d) deliver Biogas to a pipeline for transportation to a buyer or deliver electricity generated by the Engines to an electric distribution or transmission system for delivery to a buyer, and (e) combust and destroy Landfill Gas that has partially or completely been processed to create Biogas, including without limitation flares, thermal oxiders(s) and other required equipment, as more fully described in Attachment A-l, and as such facilities may be modified from time to time.

"Purchaser Successor" shall have meaning set out in Section 17.1.

"Purchaser Tax Credits" shall mean any tax credits or other governmental benefits Purchaser is or could be eligible to receive as a result of purchasing Landfill Gas under this Agreement.

"Renewable Energy Credits" shall mean any renewable energy credits under P.U.C. Subst. R. 25.173 enacted by the Public Utility Commission of Texas or any successor statute or other regulatory credits associated with the production of electricity from Landfill Gas.

"Renewable Fuel Standard" or "EPA RFS" means the renewable energy program and policies established by the US Environmental Protection Agency and published on March 26, 2010 (at 75 Fed. Reg. 14670) and became effective on July 1, 2010.

"RIN" means a renewable identification number issued pursuant to the Renewable Fuel Standard as may be amended and as administered by the US Environmental Protection Agency.

"Royalty Payment" means the amount payable to Seller as consideration for Biogas produced and sold from the High Btu Facility, as set out in Attachment D.

"Scheduled Maintenance Outage" shall mean a period lasting for more than forty-eight (48) hours during which a party performs scheduled maintenance and repair upon its Facilities.

"Seller's Collection System" shall mean all Landfill Gas wells or trenches, lateral piping, blower, and other equipment or facilities required for the extraction of Landfill Gas from the Landfill, and delivery thereof to Purchaser at each of the Electric Generation Delivery Point and High Btu Delivery Point, as more fully described on Attachment A-l hereto.

"Seller Consent Limits" shall have meaning set out in Section 17.1.

"Seller Successor" shall have meaning set out in Section 17.1.

"Seller Tax Credits" shall mean any tax credits or other governmental benefits Seller is or could be eligible to receive as a result of selling Landfill Gas under this Agreement or collecting Landfill Gas from the Landfill.

"Site Lease" shall mean that certain Lease dated October 31, 2001 between Waste Management of Texas, Inc. and Purchaser, as successor in interest to Reliant Energy Renewable, Inc., as amended from time to time.

"Technicians" shall have meaning set out in Section 2.4(c).

ARTICLE II

CERTAIN COVENANTS

2.1 Permits, Authorizations.

a. Seller shall obtain and maintain all permits, authorizations, easements, and rights of way required for the performance of its obligations hereunder, including any permits or permit modifications required for siting Purchaser's Facilities on a flood plain on the Leased Site.

b. Purchaser shall obtain and maintain all permits, authorizations, easements, and rights of way required for the performance of its obligations hereunder, including the ownership and operation of Purchaser's Facilities and any federal Title V operating permits for the Leased Site by Purchaser from Seller. Purchaser shall provide Seller with copies of all applications and other communications to regulatory authorities concerning permits for Purchaser's operations on Seller's property, for Seller's review before such applications or communications are provided to the regulatory authorities. Purchaser

shall modify any such applications or communications as reasonably requested by Seller. Seller shall have the right to participate in all meetings (including telephone conferences) with regulatory authorities concerning permits for Purchaser's operations on Seller's property. Seller and Purchaser shall use reasonable efforts to assist one another in the foregoing including without limitation by coordinating and maintaining proper record keeping for permits and authorizations. Notwithstanding the foregoing, Purchaser shall have no obligation to assist Seller with respect to obtaining or maintaining any environmental permits or authorizations concerning the Landfill except as they relate to Purchaser's Facilities on the Leased Site, and Seller shall have no obligation to assist Purchaser with respect to obtaining or maintaining any environmental permits or authorizations required in connection with Purchaser's Facilities or Purchaser's operations on the Leased Site.

c. Purchaser shall create and maintain all records required by Applicable Law in connection with Purchaser's operations on Seller's property. Purchaser shall make all such records available to Seller promptly upon Seller's request.

2.2 Facilities.

a. [***], Seller shall design, construct, operate, and maintain Seller's Collection System.

b. [***], Purchaser shall design, construct, operate and maintain Purchaser's Facilities.

c. Upon five (5) Business Days prior written notice provided to the other party, either party or its designees may at such party's sole expense inspect the other party's Facilities during regular business hours to ensure compliance with the terms of this Agreement. The inspecting party or its designees shall use reasonable efforts to avoid interference with the operation of the Facilities being inspected and shall indemnify the owner of such Facilities against damage occurring in connection with any such inspection.

d. Purchaser’s Facilities shall include devices that reduce the non-methane organic compounds contained in the Landfill Gas accepted and processed by Purchaser’s Facilities as necessary to satisfy Seller’s obligations under federal New Source Performance Standards for Municipal Solid Waste Landfills (40 CFR 60, Subpart WWW as may be amended or superseded from time to time), or other law or regulation that regulates non methane organic compounds. Therefore, Purchaser’s Facilities shall be designed, constructed and operated to ensure compliance with Seller’s obligations under the New Source Performance Standards for Municipal Solid Waste Landfills. Purchaser’s Facilities also shall include all devices necessary to combust and destroy Landfill Gas that has been processed, in whole or in part, by Purchaser’s High Btu Facility, including without limitation flares, thermal oxidizer and other required devices or equipment.

e. To the extent permitted by Applicable Laws and by the capacity limits and other requirements of any third party facility or Seller-owned facility where Seller disposes of leachate extracted from the Landfill from time to time during the Delivery and Purchase Term, Seller may, in its sole discretion, elect to dispose of Purchaser’s Condensate. If Seller elects to dispose of Purchaser’s Condensate, Seller shall so notify Purchaser and Purchaser shall deliver Purchaser’s Condensate to a location specified by Seller. [***]. Purchaser’s Condensate that meets the requirements set out above shall be

delivered to Seller at a location specified by Seller and [***]. Purchaser shall be solely responsible for disposing of, and shall not deliver to Seller, any of Purchaser's Condensate that is deemed hazardous or toxic pursuant to any Applicable Laws or that fails to meet the requirements set out above. If Seller has elected to dispose of Purchaser's Condensate, Seller may, in its sole discretion, notify Purchaser that Seller no longer wishes to dispose of Purchaser's Condensate, specifying the date after which Seller will no longer dispose of Purchaser's Condensate. Effective on the day after such date, [***].

2.3 Certain Notices. To the extent that any of the following could reasonably be expected to affect the delivery or acceptance of Landfill Gas hereunder, each party shall provide written notification to the other party within seven (7) Days after notice of (i) any alleged violation of any Applicable Law regarding Purchaser's Facilities and any alleged violation of any Applicable Law regarding Seller's Collection System or the Landfill; (ii) any pending or threatened litigation or proceeding regarding Purchaser's Facilities; (iii) any pending or threatened litigation or proceeding regarding the Collection System or the Landfill or (iv) any other problem or potential problem that could reasonably be expected to affect the delivery or acceptance of Landfill Gas hereunder. Each party shall provide notices of Scheduled Maintenance Outages in accordance with Section 12.1.

2.4 Collection System.

a. Seller's Operations. Seller's performance of its obligations pursuant to this Agreement shall at all times be subordinate to Seller's operation of the Landfill and the Collection System as Seller deems necessary or desirable for any reason, including without limitation compliance with Applicable Laws, company policies, and Seller's

general operating guidelines and requirements. Purchaser's rights, interests, priorities, and activities in purchasing and utilizing Landfill Gas under this Agreement are subordinate to and shall not interfere with Seller's operations at the Landfill, including without limitation Seller's operation of the Collection System. At all times during the Delivery and Purchase Term Seller shall have the right to take any action Seller deems necessary or desirable, in Seller's sole judgment, in connection with the Landfill or the Collection System, without regard to the effect of such action on the quantity or quality of Landfill Gas extracted from the Landfill for sale to Purchaser. Nothing in this Agreement shall prevent Seller from making (or limit Seller's ability to make) business and operational decisions regarding the Landfill that may affect Landfill Gas production, methane content, or contaminants in the Landfill Gas, including but not limited to decisions concerning the type of waste received, the amount of waste received, the diversion of waste to other landfills or waste conversion applications, the waste filling and covering sequence, measures taken for the control of surface emissions and odors, the minimization of liquids in the waste, or the recirculation of leachate and/or Landfill Gas condensate.

b. Seller's Obligation. [***]. Seller shall have the right to operate the Collection System free from any control by Purchaser in such manner as Seller deems advisable in its sole discretion. Seller shall retain sole ownership and operational authority over Seller's blower(s), which will be the sole source of the vacuum required to operate the Collection System and to deliver Landfill Gas to Purchaser at the Delivery Points at a positive pressure. This Agreement is not intended to obligate Seller to maintain or install equipment with respect to the Collection System.

c. Collection System Technicians. Prior to the Commercial Operation Date and commencing on a date mutually agreed to by the parties, [***]. A copy of the current After Work Protocol for Exempt and Non-Exempt Employees is attached hereto as Exhibit 6. If Purchaser notifies Seller that the performance of one or more of the Technicians does not comply with the performance criteria contained in the aforementioned document, Purchaser's notice shall include a detailed description of the noncompliance. [***].

d. Repairs and Modifications to Collection System. [***]. Purchaser and Seller shall meet monthly to discuss Collection System matters as they pertain to Landfill Gas quality and consistency being provided to the High Btu Facility. With Seller's advance permission, Purchaser shall perform periodic noninvasive surveys of the Collection System header system downstream of the wellfield and provide the results of such surveys to Seller. Purchaser shall not alter, adjust or otherwise change or modify any aspect of Seller's Collection System without Seller's express written permission.

2.5 Seller's Flare. Purchaser shall have no obligation with respect to the destruction of any Landfill Gas not utilized in Purchaser's Facilities. Seller shall have no obligation with respect to the destruction of any Landfill Gas that has been processed by Purchaser's High Btu Facility. Purchaser shall destroy any Landfill Gas that has been processed by Purchaser's High Btu Facility and that is not delivered to a third party in compliance with Applicable Law.

2.6 High Btu Facility.

a. Construction and Operation. Purchaser shall be responsible for the design, construction, operation, maintenance and repair of the High Btu Facility to be located on the Leased Site, in accordance with this Agreement and the Site Lease. Prior to the commencement of any construction, Purchaser shall, at its sole cost and expense, engage a qualified engineer to prepare plans and specifications in sufficient detail to show the design, character and appearance of the High Btu Facility and which design shall comply with all Applicable Laws and with all of Seller's requirements for operations conducted at the Landfill which Seller provides to Purchaser. Purchaser shall provide Seller with copies of all such plans and specifications for Seller's review and comment. Purchaser shall modify such plans and specifications as reasonably requested by Seller with respect to the location of Purchaser's Facilities on Seller's property, with respect to the interconnection between Seller's Collection System and Purchaser's Facilities and with respect to other aspects of Purchaser's Facilities that can reasonably be expected to affect Seller's operations at the Landfill. Upon the commencement of any construction and until such construction is completed, Purchaser shall report to Seller monthly on the status of the construction of the High Btu Facility. Purchaser shall maintain, repair, operate, improve and preserve Purchaser's Facilities and the Leased Site at all times in good working order and a neat and clean condition, ordinary wear and tear excepted, in conformity with Applicable Laws, the terms and conditions of the Site Lease, this Agreement and Seller's reasonable aesthetic requirements. Contractors and other third parties performing work on the Leased Site or elsewhere on Seller's real property on behalf of Purchaser shall be subject to Seller's approval and shall comply with all of Seller's requirements for persons entering the Landfill property, including participating in any training required by Seller and passing any related testing. All contractors and third parties entering the Leased Site or Landfill in connection with Purchaser's operations shall carry insurance as required by Seller and shall provide Seller with evidence of the required insurance coverage.

b. Installation of Thermal Oxidizer. Purchaser, at its sole cost and expense, shall design, permit and construct a process vent stream thermal oxidizer as part of the High Btu Facility. The thermal oxidizer will be properly sized to effectively combust all waste gas produced by the High Btu Facility in compliance with Applicable Laws and all permits.

2.7 Modifications of Purchaser's Facilities. Purchaser shall not remove any Engines from the Site or take any action that would alter, modify, violate, terminate or cancel the air permit for the Engines that is in effect on the Effective Date, without Seller's advance written authorization.

2.8 Operation of Purchaser's Facilities. Purchaser shall not violate Applicable Laws or create a nuisance in connection with the operation, repair or maintenance of Purchaser's Facilities, including without limitation with respect to odors or other emissions or noise, and Purchaser shall not disturb owners or tenants of properties near the Landfill. If Seller notifies Purchaser that Seller has received a notice from a governmental entity or a neighbor that alleges that Purchaser has violated the foregoing obligation, Purchaser shall promptly investigate the cause of the allegation and, within forty-eight hours after receipt of Seller's notice, and notify Seller (a) of the corrective action that Purchaser intends to take, including timing or (b) that Purchaser did not violate the foregoing obligations, including full details of why Purchaser is not responsible for the cause of the allegation. At the earliest practical time, Seller shall provide Purchaser with a copy of the notice setting out any such allegation. Unless Purchaser and Seller agree that Purchaser is not responsible for the cause of the allegation, Purchaser shall promptly

commence corrective action, including temporary shutdown of some or all of Purchaser's Facilities. The corrective action shall be completed within thirty (30) days after Seller's notice or such shorter time for corrective action set by Applicable Law. If Purchaser fails to complete corrective action within the above-specified time period, Seller shall have no obligation to deliver Landfill Gas to Purchaser until the corrective action is completed.

ARTICLE III

CONDITIONS PRECEDENT

3.1 Conditions Precedent. The following conditions must be satisfied before the obligations of the parties to sell and purchase Landfill Gas pursuant to this Agreement become effective. Until the satisfaction of all such conditions precedent, the Original Agreement shall remain in full force and effect with respect to the sale and purchase of Landfill Gas, and the sale and purchase of Landfill Gas extracted from the Landfill shall be subject only to the terms and conditions of the Original Agreement

a. Permits. (i) Purchaser shall have obtained all permits necessary for the construction and operation of the High Btu Facility, which permits are listed on Exhibit 2 hereto; and (ii) Seller shall have obtained all permits required to locate the High Btu Facility in the existing flood plain. Each party shall notify the other party when the permits described above have been obtained and shall provide the other party with reasonable documentation of the issuance of each permit. Purchaser shall reimburse Seller for all costs associated with any permit or permit modification required so that the High Btu Facility can be located in a flood plain on the Leased Site.

b. Lease Amendment. Seller and Purchaser shall have entered into an amendment to the Site Lease as necessary or advisable for Purchaser to construct, own and operate the High Btu Facility on the Leased Site pursuant to this Agreement and the Site Lease.

c. Purchaser Parent Guarantee. Purchaser shall have executed and delivered to Seller the Guarantee described in Section 17.9 a form of which is attached hereto as Exhibit 3.

d. Commercial Operation Date. The Commercial Operation Date shall have occurred as memorialized in a notice delivered to Seller by Purchaser before the occurrence of the High Btu Option Deadline.

3.2 Amendment to Original Agreement. Notwithstanding anything to the contrary contained herein, as of the Effective Date, the Original Agreement is amended to delete Section 2.2e thereof which shall be replaced by Section 2.2e above.

ARTICLE IV

DELIVERY AND PURCHASE OBLIGATION

4.1 Delivery and Purchase Obligation.

a. During the Delivery and Purchase Term, Seller shall deliver and sell to Purchaser hereunder at the Delivery Points all Landfill Gas collected from the Landfill by Seller up to the Combined Design Capacity, in excess of [***] standard cubic feet per minute which Seller reserves for its own use. Purchaser acknowledges that the Landfill does not currently produce Landfill Gas in quantities equal to the Combined Design Capacity and that Seller has made no representation or warranty as to the quantities of Landfill Gas that will be available during the term of this Agreement.

b. During the Delivery and Purchase Term, Purchaser shall accept and purchase from Seller [***].

4.2 Excess Gas. Seller shall have no obligation to Purchaser with respect to Landfill Gas that may become available from the Landfill in excess of the Combined Design Capacity of Purchaser Facilities and Seller shall be free to destroy, sell, process, consume or take any other action with respect to any excess Landfill Gas without liability or obligation to Purchaser. The parties agree to meet on at least an annual basis to discuss the status of projected waste volumes and constituents being delivered to the Landfill and Purchaser's expansion opportunities.

4.3 Suspension of Obligations. Notwithstanding Section 4.1 above, (a) Seller's obligation to make available and deliver Landfill Gas hereunder shall be suspended to the extent required during events of Force Majeure, and during Scheduled Maintenance Outages described in Section 12.1 and during periods of unscheduled maintenance; and (b) Purchaser's obligation to accept and purchase Landfill Gas hereunder shall be suspended to the extent required during events of Force Majeure, subject to Section 6.2(c), and during Scheduled Maintenance Outages permitted for Purchaser under Section 12.1.

4.4 **Remedies In General. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT, IF ANY, SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISIONS FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES PURPORTING TO BE THE SOLE REMEDY IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGORS LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE**

LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEULPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE, TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. NOTHING IN THIS PARAGRAPH SHALL BE DERIVED TO AFFECT OR LIMIT THE RIGHT OF AN INDEMNIFIED PARTY TO CLAIM INDEMNIFICATION FROM THE INDEMNIFYING PARTY UNDER ARTICLE XIII IN RESPECT OF A THIRD PARTY CLAIM AGAINST THE INDEMNIFIED PARTY FOR PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM THE INDEMNIFYING PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE V

DELIVERY POINTS

Landfill Gas purchased and sold hereunder shall be delivered and title to and control and possession of shall pass at the Delivery Points.

ARTICLE VI

TERM AND RIGHT TO TERMINATE

6.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue in effect until the earlier of (x) the expiration of the Delivery and Purchase Term or (y) the termination, for any reason, of this Agreement or of the Site Lease. The "Delivery and Purchase Term" of this Agreement[***]. Purchaser and Seller may extend the Delivery and Purchase Term of this Agreement for up to [***] year periods (the "Additional Delivery and Purchase Terms"), by mutual agreement, provided that an amendment to this Agreement providing for any such Additional Delivery and Purchase Term(s) shall be executed at least ninety (90) Days prior to the end of the initial Delivery and Purchase Term or a subsequent Additional Delivery and Purchase Term, as applicable.

6.2 Seller's Right to Terminate. Subject to the cure periods set forth in this Section 6.2, Seller may terminate this Agreement by written notice to Purchaser as Seller's sole remedy, upon the occurrence of any of the following:

[***]

This Agreement shall terminate [***]; provided, further, that this Agreement shall immediately and automatically terminate upon the occurrence of any event described in paragraph 6.2[***] above. Upon termination under this Section 6.2, neither party shall have any further obligation to the other under this Agreement except for payment obligations incurred prior to the termination.

6.3 Purchaser's Right to Terminate. Subject to the cure periods set forth in this Section 6.3, Purchaser may terminate this Agreement by written notice to Seller as Purchaser's sole remedy, upon the occurrence of any of the following:

[***]

Except as provided otherwise above, this Agreement shall terminate [***], then Purchaser shall, as Purchaser's sole remedy, have the right to terminate; provided, further, that this Agreement shall immediately and automatically terminate upon the occurrence of any event described in paragraph 6.3(d) above. Upon termination under this Section 6.3, neither party shall have any further obligation to the other under this Agreement except for payment obligations incurred prior to the termination.

6.4 Termination By Either Party. [***]. In the event of any such termination of this Agreement, the Original Agreement shall remain in full force and effect without modification except as amended by the substitution of Section 2.2e of this Agreement in place of Section 2.2e of the Original Agreement.

6.5 Termination of Original Agreement. Upon the Commercial Operation Date, the Original Agreement shall terminate; provided that such termination shall not affect the parties rights, duties or obligations relating to the performance of the terms and conditions of that agreement through the date of termination, or any rights, duties, or obligations intended to survive the termination of the Original Agreement. The termination of the Original Agreement is not intended to affect the Master Agreement which remains in effect but upon termination of the Original Agreement the Master Agreement will no longer be applicable to the sale and purchase of Landfill Gas from the Landfill.

6.6 Restoration of Condition of Seller's Real Property and Seller's Purchase of Purchaser's Facilities. Upon termination or expiration of this Agreement for any reason, Purchaser shall, at Seller's election either remove all of Purchaser's above-ground Facilities from the Leased Site and elsewhere on the Landfill property, cap any pipeline or underground

facilities, and restore the surface of the Leased Site and the Landfill where Purchaser's Facilities were located to substantially their same condition as on the Effective Date or, alternatively, at Seller's election, transfer ownership to Seller of all or any portion of Purchaser's Facilities, free and clear of all liens, for consideration mutually agreed to by Seller and Purchaser. If Purchaser fails to remove Purchaser's Facilities as requested within one hundred-eighty (180) days after termination or expiration of this Agreement, then Seller may remove such facilities and receive reimbursement for all costs associated with such removal and Seller shall be free to retain or dispose of such facilities in Seller's sole discretion. The obligations set out in this Section 6.6 shall survive termination or expiration of this Agreement for any reason.

ARTICLE VII

GAS QUALITY AND WARRANTY OF TITLE

7.1 Measurement, Sampling, and Analysis of Landfill Gas. Landfill Gas shall be measured, sampled and analyzed as set forth in Article VIII.

7.2 Warranty of Title to Landfill Gas. Seller warrants that Seller will have good title to all Landfill Gas delivered hereunder, free and clear of liens and encumbrances.

7.3 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND DO NOT APPLY TO THE LANDFILL GAS SOLD HEREUNDER.

ARTICLE VIII

UNIT OF VOLUME- MEASUREMENT

8.1 Metering Equipment. At or near the each of the Delivery Points, [***] shall, [***], install, operate, and maintain in accurate working order, metering equipment mutually acceptable to both parties, for the measurement of the quantity and quality of the Landfill Gas delivered hereunder. The heating value and volume of Landfill Gas delivered under this Agreement shall be measured by Seller's meters except during periods when Seller's meters are out of service in which event the heating value and volume of such Landfill Gas shall be determined pursuant to Section 8.3 Purchaser and Purchasers' representatives shall have access to the metering equipment at all reasonable times. [***], Purchaser may maintain its own metering equipment for the purpose of measuring the quality and quantity of the Landfill Gas delivered hereunder or an equipment management system that determines the quantity and quality of the Landfill Gas delivered by Seller.

8.2 Meter Tests. [***] shall keep its metering equipment accurate and in repair, making such periodic tests as [***] deems necessary, but at least one time during each Contract Year. Seller shall give Purchaser reasonable advance notice of any such test so that Purchaser may have its representatives present. Upon determination by Purchaser that there is a discrepancy between Seller's and Purchaser's records that denote the quantity and quality of Landfill Gas delivered, Purchaser may perform a special test of Seller's metering equipment or a test of the Landfill Gas. [***]. If, upon any test, the equipment is found to be inaccurate so that it affects the quantity or quality measurement accuracy by more than two percent (2%), meter readings shall be corrected for a period extending back to the time such inaccuracy first occurred if that time can be ascertained. If that time is not ascertainable, corrections shall be made for one half of the elapsed time since the previous meter calibration.

8.3 Meter Out of Service. If, for any reason, Seller's metering equipment is out of service or out of repair so that the amount of Landfill Gas delivered cannot be ascertained or corrected pursuant to Section 8.2, provided that Purchaser's metering equipment is comparable to Seller's metering equipment and is tested, calibrated, and maintained on the same schedule, Purchaser's meters, if any, shall be used to determine the quantity and quality of Landfill Gas delivered hereunder, or if Purchaser's meters are unavailable, Seller and Purchaser shall jointly estimate the quantity and quality of Landfill Gas delivered based on deliveries during earlier periods under similar conditions when the metering equipment was registering properly.

ARTICLE IX

DELIVERY PRESSURE

Seller will deliver Landfill Gas to Purchaser at a positive pressure.

ARTICLE X

PRICE, ROYALTY, BILLING AND PAYMENT

10.1 Base Price for Engines. Purchaser shall pay to Seller the Base Price for Engines as consideration for the purchase of all Landfill Gas used in the Engines.

10.2 High Btu Facility Royalty. Purchaser shall pay Seller a royalty as set forth on Attachment D or the Minimum Royalty set forth below as consideration for the purchase of all Landfill Gas processed by the High Btu Facility and sold as Biogas to an Off-Take Purchaser.

10.3 Minimum Royalty.

a. If the Commercial Operation Date has not occurred by the last day of the [***] following the Effective Date, then on each anniversary of that date until the occurrence of the Commercial Operation Date, Purchaser shall pay Seller [***] (the "Minimum Royalty Payment"), provided that the last of such payments shall be prorated to reflect the passage of less than [***] between the date of the last of any such payments and the occurrence of the Commercial Operation Date.

b. Effective on the Commercial Operation Date and provided Seller has made an annual average of Landfill Gas available to Purchaser's Facilities during a Contract Year of at least [***] MMBTU per hour except during periods when Seller is not obligated to deliver Landfill Gas hereunder, (Higher Heating Value), Purchaser shall pay Seller amount during each Contract Year equal to [***]. Beginning with the second Minimum Royalty Payment, the Minimum Royalty Payment for each Contract Year shall be increased to an amount equal to [***]% of the Minimum Royalty Payment for the immediately preceding Contract Year. The Minimum Royalty Payment will be subject to a pro-rata adjustment for any partial Contract Year. In addition, no Minimum Royalty Payment will be due to Seller for the portion of a month during which an event of Force Majeure impacting Seller's ability to deliver Landfill Gas to Purchaser and the Minimum Royalty Payment will be subject to a pro-rata adjustment to reflect the occurrence of any such event of Force Majeure.

10.4 Payment Upon Contract Execution. Upon execution of this Agreement, Purchaser shall pay Seller the sum of $[***].

10.5 Rounding. The amount payable for Landfill Gas purchased hereunder shall be rounded to the nearest one tenth of one cent ($.001).

10.6 Billing and Payment.

a. Gas Purchase Billing for Electric Generation Facility. On or before the tenth (10th) Day of each month, Seller shall send a statement to Purchaser for all payments due under Section 10.1 for Landfill Gas delivered by Seller and accepted by Purchaser during the immediately preceding month. If Seller owes Purchaser amounts hereunder, Purchaser may provide written demand for the amounts due and the reason for the amounts due.

b. Gas Purchase Payments for Electric Generation Facility. Purchaser shall pay to Seller the amount set forth in each statement on or before the thirtieth (30th) Day following Purchaser's receipt of each statement. If Seller owes Purchaser amounts hereunder, Seller shall pay to Purchaser such amounts on or before the thirtieth (30th) Day following Seller's invoice or Purchaser's demand for such amounts due. Purchaser shall have the right to set-off and apply any obligations owed by Seller to Purchaser against the payment obligations of Purchaser to Seller and Seller shall have the right to set-off and apply any obligations owed by Purchaser to Seller against any payment obligations of Seller to Purchaser.

c. High Btu Royalty Billing and Payment. On or before the tenth (10th) Day of each month following the Commercial Operation Date, Purchaser shall send a royalty statement to Seller setting forth a calculation of royalty payments due under Section 10.2 or 10.3 and shall pay Seller the royalty by the thirtieth (30th) of such month. Once the Minimum Royalty Payment is effective, within 30 Days of the end of the Contract Year or pro-rated based on any partial Contract Year, Purchaser shall deliver a statement showing royalty payments made in comparison to the Minimum Royalty Payment and to the extent the royalty payments are less than the Minimum Royalty Payment, Purchaser

shall pay Seller the positive difference between the two within 15 Days of the royalty statement delivery. In the event Biogas or the Environmental Attributes associated with the processing and sale of the Biogas from the High Btu Facility in any month is sold at a later time, the revenue from the sale of the Environmental Attributes shall be allocated to the month of Biogas production such attributes relate to as if sold in such month on a first-in first-out basis for royalty calculations.

d. Errors in Billing. If either party hereto shall find at any time within two (2) years after the date of any payment hereunder that there has been an overcharge or undercharge, the party finding the error shall promptly notify the other party in writing. In either case, the party owing as a result of the error shall pay the amount due within thirty (30) Days of the date of the notice of error.

e. Interest. Interest shall accrue on any amount not paid when due at a per annum rate equal to the [***].

ARTICLE XI

TAXES AND CERTAIN CREDITS

11.1 Taxes. [***]. Neither party shall be responsible or liable for any taxes nor other statutory charges levied or assessed against any of the facilities or operations of the other party used for the purpose of carrying out the provisions of this Agreement.

11.2 Tax Credits. With respect to any tax credits which may become available to either Seller or Purchaser in connection with any performance under, pursuant to, or in respect of this Agreement, including as a result of the extraction, treatment, processing, and consumption of Landfill Gas and the generation, transportation, and sale of electric energy produced therefrom, Seller and Purchaser hereby agree as follows:

a. Seller Tax Credits. [***].

b. Purchaser Tax Credits. [***].

c. Conflicting Tax Credits. The parties agree that no tax credits are available to Purchaser or Seller in connection with the transactions contemplated by this Agreement as of the Effective Date. If tax credits that become available to one party would prevent or limit the ability of the other party to benefit from available tax credits, then the parties will share the benefits of such tax credits in the manner that provides the greatest benefits to both parties, and shall document the sharing arrangement in a written agreement.

11.3 Greenhouse Gas Emissions Credits. With respect to any Greenhouse Gas Emissions Credits which may be available to either Seller or Purchaser in connection with any performance under, pursuant to, or in respect of this Agreement, Seller and Purchaser hereby agree that, as between Seller and Purchaser, all Greenhouse Gas Emissions Credits shall be [***].

11.4 Renewable Energy Credits. With respect to any Renewable Energy Credits which may be available to either Seller or Purchaser in connection with any performance under, pursuant to, or in respect of this Agreement, Seller and Purchaser hereby agree that, as between Seller and Purchaser, all Renewable Energy Credits shall be [***].

11.5 RINs; LCFS Credits. With respect to any RINs or LCFS Credits which may be available to either Seller or Purchaser in connection with any performance under, pursuant to, or in respect of this Agreement, Seller and Purchaser hereby agree that, as between Seller and Purchaser, all RINs or LCFS Credits shall be [***].

ARTICLE XII

SCHEDULED MAINTENANCE AND FORCE MAJEURE

12.1 Scheduled Maintenance. Each party shall be entitled to declare a Scheduled Maintenance Outage to conduct scheduled maintenance and repairs on its respective Facilities by providing written notice of the Scheduled Maintenance Outage to the other party at least seven (7) Days in advance of the start of the Scheduled Maintenance Outage. Neither party may have Scheduled Maintenance Outages in excess of [***], except that Purchaser may have additional Scheduled Maintenance Outages for periodic major maintenance of Purchaser's Facilities or Seller's Collection System.

12.2 Force Majeure. If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, it is agreed that upon such party giving notice, including reasonably full particulars of such Force Majeure, in writing to the other party as soon as possible after the occurrence of the event of Force Majeure, then the obligations of the party giving such notice, other than the obligation to make any payment when due hereunder, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability to carry out its obligations hereunder, but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the foregoing requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

ARTICLE XIII

INDEMNITY

13.1 Seller shall indemnify Purchaser, Purchaser's affiliates, and their respective partners, directors, managers, officers, employees, agents, representatives, co-ventures and contractors, from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, costs, and expenses (including, without limitation, costs of defense, settlement, and reasonable attorney's fees and expenses) arising out of a negligent act or omission by Seller or its employees, agents, or contractors (and excluding any other third party not acting in any such capacity) incurred by third parties related to:

a. The activities, services, or operations of Seller under this Agreement, including without limitation, the construction, operation, and maintenance of Seller's Facilities and any associated equipment necessary to produce and deliver Landfill Gas at the Delivery Point;

b. Any breach of any representation or warranty of Seller under this Agreement; or

c. (i) The Landfill, (ii) Seller's Facilities, or (iii) any failure to comply with any Applicable Laws; including, without limitation, any contamination of, injury or damage to, or adverse effect on persons, wildlife, vegetation, waters, air, land, property, or the environment resulting from Seller's operation of the Landfill or Seller's Collection System, or any Landfill Gas or any constituent of the Landfill Gas at and before the Delivery Points regardless if used in Purchaser's Facility.

13.2 Purchaser shall indemnify Seller, Seller's affiliates, and their respective directors, officers, employees, agents, representatives, co-ventures, contractors, and servants from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, costs, and expenses incurred by third parties (including, without limitation, costs of defense, settlement, and reasonable attorney's fees and expenses) arising out of (x) a negligent act or omission by Purchaser or its employees, agents, or contractors (and excluding any other third party not acting in any such capacity) related to:

a. The activities, services, or operations of Purchaser under this Agreement, including without limitation, the construction, operation, and maintenance of Purchaser's Facilities and any associated equipment necessary to accept and use Landfill Gas after the Delivery Points;

b. Any breach of any representation or warranty of Purchaser under this Agreement or any failure to comply with the Applicable Laws; or

c. Any contamination of, injury or damage to, or adverse effect on persons, wildlife, vegetation, waters, air, land, property, or the environment caused by Purchaser or Purchaser's Facilities after the Effective Date, or any Landfill Gas or any constituent of the Landfill Gas after the Delivery Points regardless if used in Purchaser's Facility.

13.3 Nothing in this Article XIII shall be construed so as to limit either party from exercising any of its rights or enforcing any of its available remedies under this Agreement arising out of any failure by the other party to observe or comply with any of its obligations under this Agreement or any breach of representation or warranty of such other party under this Agreement.

ARTICLE XIV

RESERVATIONS

14.1 Seller's Reservations. This Agreement does not apply to, and Seller expressly excludes from this Agreement and reserves unto itself, its successors, and assigns, the following rights:

a. To operate the Landfill and Seller's Collection System free from any control by Purchaser in such manner as Seller, in its sole discretion deems advisable, including without limitation, the right, but never the obligation, to drill new wells, to rework and repair old wells, to abandon any well, to build, test, modify extend repair, dispose or discontinue the use of any or all facilities owned or installed by Seller; and

b. To enter into any and all contracts with others necessary to Seller's operations hereunder.

14.2 Purchaser's Reservations. This Agreement does not apply to, and Purchaser expressly excludes from this Agreement and reserves unto itself, its successors, and assigns, the following rights:

a. To operate Purchaser's Facilities free from any control by Seller in such manner as Purchaser, in its sole discretion, deems advisable except as provided in this Agreement or the Site Lease; and

b. To enter into any and all contracts with others necessary to Purchaser's operations hereunder.

ARTICLE XV

WARRANTIES AND REPRESENTATIONS

15.1 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as follows:

a. Purchaser is a limited partnership duly organized and validly existing under the laws of the State of Delaware, with full legal right, power, and authority to enter into and to fully and timely perform its obligations hereunder;

b. Purchaser has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms;

c. To Purchaser's knowledge, neither the execution nor delivery by Purchaser of this Agreement, nor the performance by Purchaser of its obligations hereunder conflicts with, violates or results in a breach of any constitution, law, or governmental regulation applicable to it, or materially conflicts with, violates, or results in a breach of any term or condition of any order, judgment, decree, or any agreement or instrument to which Purchaser is a party or by which Purchaser or any of its properties or assets are bound, or constitutes a default thereunder;

d. No approval, authorization, order, consent, declaration, registration, or filing with any federal, state, or local governmental authority is required for the valid execution and delivery of this Agreement by Purchaser, except such as have been disclosed to Seller and have been duly obtained or made; and

e. Purchaser has no knowledge of any action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, pending against Purchaser, in which an unfavorable decision, ruling, or finding would materially adversely affect the performance by Purchaser of its obligations hereunder, or that, in any way, would materially adversely affect the validity or enforceability of this Agreement.

15.2 Seller's Representations and Warranties. Seller represents and warrants to Purchaser as follows:

a. Seller is a corporation duly organized and validly existing under the laws of the State of Texas, with full legal right, power, and authority to enter into and to fully and timely perform its obligations hereunder;

b. Seller has duly authorized, executed, and delivered this Agreement and this Agreement constitutes a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms;

c. To Seller's knowledge, neither the execution nor the delivery by Seller of this Agreement, nor the performance by Seller of its obligations hereunder conflicts with, violates, or results in a breach of any constitution, law, or governmental regulation applicable to it, or materially conflicts with, violates, or results in a breach of any term or condition of any order, judgment, or decree, or any agreement or instrument to which Seller is a party or by which Seller or any of its properties or assets are bound, or constitutes a default thereunder;

d. No approval, authorization, order, consent, declaration, registration, or filing with any federal, state, or local governmental authority is required for the valid execution and delivery by Seller of this Agreement; and

e. Seller has no knowledge of any action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, pending against Seller, in which an unfavorable decision, ruling or finding would materially adversely affect the performance by Seller of its obligations hereunder, or that, in any way, would materially adversely affect the validity or enforceability of this Agreement.

ARTICLE XVI

INSURANCE

16.1 Purchaser's Insurance. At all times during the Purchase and Delivery Term, to the extent commercially available, Purchaser shall maintain the following insurance coverages with an insurance company reasonably acceptable to Seller:

a. Worker's compensation insurance, covering liability under applicable worker's compensation law, at the statutory coverage levels; and

b. Comprehensive general liability and property damage insurance in a combined single limit of not less than $[***] for death or injury to any person(s) or for property damage as a result of any one occurrence which may arise out of or in connection with Purchaser's construction and operation of all equipment or facilities required for Purchaser's performance of its obligation hereunder. For purposes of satisfying this requirement, Purchaser's excess coverage, comprehensive general liability, and property damage insurance limits may be combined.

c. Insurance coverages by Purchaser's contractors and subcontractors shall be compliant with all requirements for Seller's contractors and subcontractors in effect at the time of the work. Each of the foregoing policies shall provide for ten (10) Days' written notice to Seller in advance of any termination or material change in coverage.

16.2 Seller's Insurance. At all times during the term of this Agreement, to the extent commercially available, Seller shall maintain the following insurance coverages with an insurance company or companies reasonably acceptable to Purchaser:

a. Worker's compensation insurance, covering liability under applicable worker's compensation law, at the statutory coverage levels; and

b. Comprehensive general liability and property damage insurance in a combined single limit of not less than $[***] for death or injury to any person(s) or for property damage as a result of any one occurrence which may arise out of or in connection with Seller's construction and operation of the collection system and other facilities used to extract Landfill Gas from the Landfill and deliver Landfill Gas to Purchaser. For purposes of satisfying this requirement, Seller's excess coverage, comprehensive general liability, and property damage insurance limits may be combined.

Each of the foregoing policies shall provide for ten (10) Days' written notice to Purchaser in advance of any termination or material change in coverage.

16.3 Insurance Certificates. Each party hereto shall provide to the other party certificates of insurance upon execution of this Agreement and from time to time thereafter as necessary to evidence that the required insurance coverage is in effect at all times during the Delivery and Purchase Term.

ARTICLE XVII

MISCELLANEOUS

17.1 Assignment

a. The rights and obligations of either party under this Agreement may be assigned and delegated only with the prior written consent of the other party, which shall not be unreasonably withheld, provided that Seller shall not be deemed to have unreasonably withheld consent to any assignment or delegation by Purchaser to any entity that, in Seller's reasonable judgment: (i) is engaged in the waste disposal, waste handling, or waste recycling business (unless only in the renewable energy business utilizing landfill gas), (ii) has a history of environmental violations, or (iii) does not have the financial or technical capacity to perform under this Agreement (collectively, "Seller Consent Limits"). Purchaser hereby consents to the assignment by Seller to any person that acquires substantially all of the interests of Seller in the Landfill or substantially all of Seller's interest in the Landfill Gas and Seller's Collection System ("Seller Successor"). All covenants, terms, conditions, and provisions of this Agreement shall be binding upon the parties hereto and shall extend to and be binding upon the successors and permitted assigns of the parties hereto.

b. Whether or not consent is obtained, no delegation of obligations hereunder shall be effective unless the entity assuming the obligations agrees in writing to be bound by the terms and conditions hereof, and the obligations of the delegating party shall not be released without the prior written consent of the other party. Purchaser shall consent to the release of Seller in connection with any delegation to any Seller Successor provided that such person has creditworthiness equal to or better than Seller at the time of the delegation. Seller shall consent to the release of Purchaser in connection with any delegation to any approved successor to Purchaser provided that such person has creditworthiness equal to or better than Purchaser at the time of delegation.

c. Collateral Assignment. Notwithstanding Section 17.1 (a) above, upon the giving of written notice to the other party, either party may assign this Agreement to a Collateral Assignee pursuant to a form of collateral assignment reasonably acceptable to the non-assigning party. Any collateral assignment hereunder shall acknowledge the right, but not the obligation, of the Collateral Assignee or its permitted assignee under the collateral assignment to take all actions and exercise all rights of the assigning party in accordance with this Agreement, to have itself or its permitted assignee substituted for the assigning party under this Agreement, or to sell, assign, transfer or otherwise dispose of this Agreement to a permitted assignee; provided that, at a minimum, any subsequent sale, assignment, or transfer of this Agreement to any third party other than the Collateral Assignee shall be subject to the same limitations and restrictions on transfer and assignment as set forth in paragraph (a) above, and provided that no such sale, transfer or assignment shall be made unless all obligations of the assigning party hereunder are current or are brought current at the time of such sale, transfer or assignment. Notwithstanding anything in this Agreement to the contrary, neither party shall terminate this Agreement or any of its obligations hereunder as the result of any default of the other party under this Agreement until notice of such default is given by the party claiming the default to the Collateral Assignee and the expiration of any cure periods provided for in this Agreement, which cure periods shall begin to run from the time notice is given to the alleged defaulting party.

17.2 Master Agreement. This Agreement and the sale hereunder of Landfill Gas collected from the Landfill are not subject to the terms of the Master Agreement.

17.3 Notices and Payment. Any notice, request, demand, statement, or other communication provided for herein shall be in writing and, except as otherwise provided herein, such communications and any payments hereunder shall be sent to the parties hereto at the following addresses:

Purchaser: TX LFG Energy, LP
c/o Montauk Energy
Attention: President
680 Andersen Drive, 5th Floor
Pittsburgh, PA 15220
Phone: 412-747-8700
Fax: 412-921-2847

Seller: Waste Management of Texas, Inc.
Attention: Charles Rivette, Director
9821 Katy Freeway
Suite 700
Houston, TX 77024
Phone: [***]

With copy to: Waste Management of Texas, Inc.
Attention: Legal Counsel
9708 Giles Road
Austin, Texas 78754
Phone: [***]

Payment shall be sent to: Waste Management of Texas, Inc.
Attention: Gordon Spradley,
District Manager
3623 Wilson Road
Humble, Texas 77396
Phone: [***]

Such notices, etc. shall be deemed to have been given and received when either (i) personally delivered; (ii) upon receipt as evidenced by a United States Postal Service Receipt for Certified Mail; or (iii) or evidence of delivery by a private express mail service (e.g. Federal Express). Either party may change the address to which communications or payments are to be made by written notice to the other party as set forth above.

17.4 Integration. This Agreement is intended by the parties as the final expression of their agreement with respect to such subject matter, both written and oral, and supersedes all previous agreements. This Agreement may be modified only by a written amendment executed by both parties.

17.5 Waiver. A waiver by either Purchaser or Seller of any failure of the other party to perform any of its obligations under this Agreement shall not be construed as a waiver of any future or continuing failure or failures, whether similar or dissimilar thereto.

17.6 Confidentiality. Each party will, and will ensure that its members, partners, directors, officers, and employees and directors will, and will make reasonable efforts to ensure that its agents will, hold in confidence all information, documentation, data, or know-how identified to the other party as confidential ("Confidential Information"), and will not disclose to any third party or use Confidential Information or any part thereof other than in connection with the transaction or transactions contemplated by this Agreement without the other party's prior written approval; provided, however, that Confidential Information may be disclosed (a) as required by law and (b) to legal counsel, consultants, and contractors employed in connection with this Agreement or the Facilities and whose duties reasonably require such disclosure, and to lenders and potential investors in or purchasers for the Facilities, provided that in each case with respect to disclosures pursuant to subsection (b), such Persons shall first have agreed not to disclose the relevant Confidential Information to any other Person for any purposes whatsoever, except as provided for under subsection (a). The foregoing restrictions shall not apply to any part of the Confidential Information that (i) is in the public domain other than by reason of a breach of this provision, or (ii) was in the rightful possession of the recipient at or prior to the time of the disclosure.

17.7 Choice of Law; Jurisdiction. This Agreement and any provisions contained herein shall be interpreted under the laws of the State of Texas without regard to principles of conflicts of law which would select another law; provided, however, that (a) the laws and case law related to the obligations of an owner or operator of natural gas mineral rights to develop such natural gas mineral rights for the benefit of purchasers and (b) any laws and case law related solely to the sale of natural gas and creating obligations on sellers thereof, in each case shall not apply to this Agreement so as to create any obligations for Seller hereunder not set forth in the terms hereof (the parties agreeing that the obligations of Seller with respect to the sale of Landfill Gas to Purchaser shall be limited exclusively to those obligations set forth herein). The parties agree that any disputes between the parties which arise hereunder shall be resolved in a court sitting in Harris County, City of Houston, Texas.

17.8 Inspection of Books and Records. Each party shall have the right to inspect the books and records of the other party to the extent necessary to verify the quantities of Biogas sold hereunder the Off-Take Revenue received by Purchaser or to verify the accuracy of any statement, change, notice, or computation made hereunder. Such inspection shall occur during business hours at each party's place of business, subject to advance notice of at least three (3) Business Days.

17.9 Guarantee. Purchaser agrees that on or before the Effective Date it shall cause Montauk Holdings USA, LLC, to execute and deliver to Seller the Guarantee, in the form attached hereto as Exhibit 3, under which Montauk Holdings USA, LLC shall guarantee the performance and payment obligations of Purchaser under this Agreement. If Montauk Holdings USA, LLC ceases to be Purchaser's parent, then Purchaser shall provide Seller with a Guarantee in the form attached hereto as Exhibit 3 issued by Purchaser's parent no later than the date on which such entity becomes Purchaser's parent.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement as of the date first written above.

SELLER:

WASTE MANAGEMENT OF TEXAS, INC.

By: /s/ Dennis J. Smith
Name: Dennis J. Smith
Title: President

PURCHASER:

TX LEG ENERGY, LP
BY: MH Energy (GP), LLC, its general partner

By: /s/ Martin L. Ryan
Name: Martin L. Ryan
Title: President

ATTACHMENT A-l – Description of Purchaser's Facilities

ATTACHMENT A-2 – Description of Seller's Collection System

ATTACHMENT B-l – Electric Generation Delivery Point

ATTACHMENT B-2 – High BTU Facility Delivery Point

ATTACHMENT C – Parameters for Engine Processable Landfill Gas

ATTACHMENT D – High BTU Royalty

Exhibit 1 - Form of Technician Daily and Weekly Report

Exhibit 2 - Purchaser High Btu Facility Permits

Exhibit 3 - Form of Montauk Guarantee of Performance and Payment

Exhibit 4 - Equipment and Instrumentation to be provided by Purchaser

Exhibit 5 - Landfill Gas Technician Reimbursement Calculation

Exhibit 6 - After Hour Work Protocol for Exempt and Non-Exempt Employee

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: February 27, 2017
The parties to this Base Contract are the following:

PARTY A ("Seller") ***TX LFG Energy, LP***	***PARTY NAME***	PARTY B ("Buyer") Clean Energy Renewable Fuels, LLC
680 Andersen Drive Foster Plaza 10, 5th Floor Pittsburgh, PA 15220	***ADDRESS***	4875 MacArthur Court, Suite 800 Newport Beach, CA 92660
www.montaukenergy.com	***BUSINESS WEBSITE***	www.cleanenergyfuels.com
	CONTRACT NUMBER	[***]
[***]	***D-U-N-S® NUMBER***	
☒ US FEDERAL: **90-0410752** ☐ OTHER:	***TAX ID NUMBERS***	☒ US FEDERAL **27-5411503** ☐ OTHER:
	JURISDICTION OF ORGANIZATION	DELAWARE
☐ Corporation ☐ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP Other: _____	***COMPANY TYPE***	☐ Corporation ☐ LLC ☐ Limited Partnership ☐ Partnership LLP Other: ____
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
Same address as above **ATTN: Martin L. Ryan, President** **TEL#: 412-747-8700 FAX# 412-921-2867** **EMAIL: mryan@montaukenergy.com**	■ **COMMERCIAL**	**ATTN: Nicholas Lumpkin** **TEL#: [***] FAX#** **EMAIL: [***]**
Same address as above **ATTN: Joe Glinski, Manager of Financial Analysis** **TEL#: 412-747-8700 FAX# 412-921-2867** **EMAIL: mryan@montaukenergy.com**	■ **SCHEDULING**	**ATTN: Tyler Henn** **TEL#: [***] FAX#** **EMAIL: [***]**
Same address as above **ATTN: James W. Wallace, General Counsel** **TEL#: 412-747-8700 FAX# 412-921-2867** **EMAIL: jwallace@montaukenergy.com**	■ **CONTRACT AND LEGAL NOTICES**	**ATTN: Harrison Clay** **TEL#: [***] FAX#** **EMAIL: [***]**
Same address as above **ATTN: Sean McClain, Chief Financial Officer** **TEL#: 412-747-8700 FAX# 412-921-2867** **EMAIL: [***]**	■ **CREDIT**	**ATTN: Tyler Henn** **TEL#: [***] FAX#** **EMAIL: [***]**
Same address as above **ATTN: James W. Wallace, General Counsel** **TEL#: 412-747-8700 FAX# 412-921-2867** **EMAIL: jwallace@montaukenergy.com**	■ **TRANSACTION CONFIRMATIONS**	**ATTN: Nicholas Lumpkin** **TEL#: [***] FAX#** **EMAIL: [***]**
ACCOUNTING INFORMATION		
Same address as above **ATTN: Sean McClain, Chief Financial Officer** **TEL#: 412-747-8720 FAX# 412-921-2867** **EMAIL: [***]**	■ **INVOICES** ■ **PAYMENTS** ■ **SETTLEMENTS**	**Tyler Henn** **ATTN: _____** **TEL#: [***] FAX#** **EMAIL: [***]**
BANK: Comerica Bank **ABA: [***] ACCT: [***]** **OTHER DETAILS:**	**WIRE TRANSFER NUMBERS (IF APPLICABLE)**	**BANK Plains Capitol Bank** **ABA: [***] ACCT: [***]** **OTHER DETAILS: Clean Energy Renewable Fuels**
BANK: Comerica Bank **ABA: [***] ACCT: [***]** **OTHER DETAILS: _____**	**ACH NUMBERS (IF APPLICABLE)**	**BANK _____** **ABA: _____ ACCT: _____** **OTHER DETAILS: _____**
ATTN: _____ **ADDRESS: _____** **_____**	**CHECKS (IF APPLICABLE)**	**ATTN: _____** **ADDRESS: _____** **_____**

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedures	Oral (default) OR ☒	Written	**Section 10.2** Additional Events of Default	☒ ☐ ☐ ☐ ☐	No Additional Events of Default (default) Indebtedness Cross Default Party A: _____ Party B: _____ Transactional Cross Default Specified Transaction:
Section 2.7 Confirm Deadline	☒ OR ☐	2 Business Days after receipt (default) 5 Business Days after receipt			
Section 2.8 Confirming Party	☒ OR ☐	Seller (default) _____			
Section 3.2 Performance Obligation	☒ OR ☐	Cover Standard (default) Spot Price Standard	**Section 10.3.1** Early Termination Damages	☐ OR ☒	Early Termination Damages Apply (default) Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.					
Section 2.31 Spot Price Publication	☒ OR ☐	Gas Daily Midpoint (default) _____	**Section 10.3.2** Other Agreement Setoffs	☒ ☒ ☐ OR ☐	Other Agreement Setoffs Apply (default Bilateral (default) Triangular Other Agreement Setoffs Do Not Apply
Section 6 Taxes	☒ OR ☐	Buyer Pays At and After Delivery Point (default) Spot Price Standard			
Section 7.2 Payment Date	☒ OR ☐	25th Day of Month following Month of delivery (default) Day of Month following Month of delivery	**Section 15.10** Choice of Law		California
Section 7.2 Method of Payment	☒ ☐	Wire transfer (default) Automated Clearinghouse Credit (ACH) Check	**Section 15.10**	☒ OR ☐	Confidentiality applies (default) Confidentiality does not apply
Section 7.7 Netting	☒ OR ☐	Netting applies (default) Netting does not apply			

☐ Special Provisions Number of sheets attached:
☐ Addendum(s): _____

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

TX LFG Energy, LP **By: MH Energy (GP), LLC**	***PARTY NAME***	**Clean Energy** **Renewable Fuels, LLC**
By: /s/ Martin L. Ryan	***SIGNATURE***	By: /s/ Harrison Clay
Martin L. Ryan	***PRINTED NAME***	**Harrison Clay**
President	***TITLE***	**President**

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. “Buyer” refers to the party receiving Gas and “Seller” refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the “Oral Transaction Procedure” or the “Written Transaction Procedure” as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a “writing” and to have been “signed.” Notwithstanding the foregoing sentence, the parties agree that Confirming party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not Invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like as its signature on any Transaction Confirmation as the identification and authentication of the Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction(i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party’s Transaction Confirmation is materially different from the receiving party’s understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party’s agreement to the terms of the transaction described in the sending party’s Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. “Additional Event of Default” shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. “Affiliate” shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

2.3. “Alternative Damages” shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.4. “Base Contract” shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.5. “British thermal unit” or “Btu” shall mean the International BTU, which is also called the Btu (IT).

2.6. “Business Day(s)” shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

2.7. “Confirm Deadline” shall mean 5:00 p.m. in the receiving party’s time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party’s time zone, it shall be deemed received at the opening of the next Business Day.

2.8. “Confirming Party” shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.

2.9. “Contract” shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.

2.10. “Contract Price” shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.

2.11. “Contract Quantity” shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.

2.12. “Cover Standard”, as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer’s Gas consumption needs or Seller’s Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

2.13. ‘‘Credit Support Obligation(s)’ shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14. “Day” shall mean a period of 24 consecutive hours, coextensive with a “day” as defined by the Receiving Transporter in a particular transaction.

2.15. “Delivery Period” shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.

2.16. “Delivery Point(s)” shall mean such point(s) as are agreed to by the parties in a transaction.

2.17. “EDI” shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.18. “EFP” shall mean the purchase, sale or exchange of natural Gas as the “physical’’ side of an exchange for physical transaction involving gas futures contracts. EFP shall Incorporate the meaning and remedies of “Firm”, provided that a party’s excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19. “Firm” shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.20. “Gas” shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.21. “Guarantor” shall mean any entity that has provided a guaranty of the obligations of a party hereunder.

2.22. “Imbalance Charges” shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter’s balance and/or nomination requirements.

2.23. “Indebtedness Cross Default” shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

2.24. “Interruptible” shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.25. “MMBtu” shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. “Month” shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. “Payment Date” shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28. “Receiving Transporter” shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. “Scheduled Gas” shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. “Specified Transaction(s)” shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. “Spot Price” as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. “Transaction Confirmation” shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. “Transactional Cross Default” shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. ‘‘Termination Option” shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. “Transporter(s)” shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction

The parties have selected either the “Cover Standard” or the “Spot Price Standard” as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive as shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to the third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party’s invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party’s invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Deliver Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party of such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party of such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that dale. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be In writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or (ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do No Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1 As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2 The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2 The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event'' means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party’s assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract , (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency’s reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information Is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement''). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [***].

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

Date: February 27, 2017

Transaction Confirmation #:

[***]

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated February 27, 2017. The terms of this Transaction Confirmation are binding upon execution by the parties.

SELLER:
TX LFG Energy, LP
Attn: Marty Ryan
Phone: 412-747-8718
Fax:
Base Contract No.
Transporter:
Transporter Contract Number:

BUYER:
Clean Energy Renewable Fuels, LLC
Attn: Harrison Clay
Phone: [***]
Base Contract No. [***]

Contract Price:

A. For Biogas sold to Buyer by Seller hereunder which is then sold by Buyer (or Buyer's affiliates or Buyer's customers) in California as a Vehicle Fuel:

The "**Contract Price**" per MMBtu = [***].

However, notwithstanding the foregoing:

(i) Seller may, at least ninety (90) Days prior to the start of a calendar quarter, provide a written notice to Buyer which indicates that Seller elects to forego any LCFS Payment for all Incremental LCFS Credits generated from Biogas delivered to Buyer hereunder which is then sold by Buyer (or its affiliates or customers) in California as a Vehicle Fuel during the applicable calendar quarter; and, instead Seller desires to receive an in kind transfer of [***]% of the Incremental LCFS Credits generated from Biogas delivered to Buyer hereunder which is then sold by Buyer (or its affiliates or customers) in California as a Vehicle Fuel during the applicable calendar quarter; and

(ii) Seller may, at least ninety (90) Days prior to the start of a month, provide a written notice to Buyer which indicates that Sellers elects to forego receipt of [***]% of the RINs Resale Price described above for all RINs generated from Biogas delivered to Buyer hereunder which is then sold by Buyer (or its affiliates or customers) in California as a Vehicle Fuel during the applicable month or months set forth in the notice; and, instead Seller desires to retain [***]% of the RIN generated from Biogas delivered to Buyer hereunder which is then sold by Buyer (or its affiliates or customers) in California as a Vehicle Fuel during the applicable month or months set forth in the notice.

In the event Buyer is unable to sell Incremental LCFS Credits generated by the Biogas delivered to Buyer hereunder which is then sold by Buyer (or its affiliates or customers) in California as a Vehicle Fuel, within six (6) months of the date of generation of such credits ("**Remaining LCFS Credits**"), Seller may provide written notice to Buyer which indicates Seller's desire to forego any LCFS Payment for the Remaining LCFS Credits and to instead receive an in-kind transfer of [***]% of the Remaining LCFS Credits. Within ten (10) Business Days after Buyer's receipt of Seller's written notice, Buyer shall transfer [***]% of the Remaining LCPS Credits to Seller and based on such transfer, Buyer shall not be obligated to remit any LCFS Payment to Seller for such transferred credits. However, notwithstanding the foregoing, Buyer shall not be required to transfer to Seller any LCFS Credits which have been designated to be sold to a third party prior to Buyer's receipt of Seller's written notice, and upon Buyer's receipt of payment for such credits from a third party, Buyer shall remit the LCFS Payment to Seller.

ln the event Buyer is unable to sell RINs generated by the Biogas delivered to Buyer hereunder which is then sold by Buyer (or its affiliates or customers) in California as a Vehicle Fuel, within six (6) months of the date of generation of such credits ("**Remaining California RINs**"), Seller may provide written notice to Buyer which indicates Seller's desire to forego receipt of [***]% of the RINs Resale Price for the Remaining California RINs and to instead receive an in-kind transfer of [***]% of the Remaining California RINs. Within ten (10) Business Days after Buyer's receipt of Seller's written notice, Buyer shall transfer [***]% of the Remaining California RIN to Seller and based on such transfer, Buyer shall not be obligated to remit [***]% of the RINs Resale Price to Seller for such transferred RINs. However, notwithstanding the foregoing, Buyer shall not be required to transfer to Seller any RINs which have been designated to be sold to a third party prior to Buyer's receipt of Seller's written notice, and upon Buyer's receipt of payment for such RINs from a third party, Buyer shall remit [***]% of the RIN Resale Price to Seller.

B. <u>For Biogas sold to Buyer by Seller hereunder which is then sold by Buyer (or Buyer's affiliates or Buyer's customers) outside of California as a Vehicle Fuel:</u>

The "**Contract Price**" per MMBtu = [***].

(i) However, notwithstanding the foregoing Seller may, at least ninety (90) Days prior to the start of a month, provide a written notice to Buyer which indicates that Seller elects to forego receipt of [***]% of the RINs Resale Price described above for all RINs generated from Biogas delivered to Buyer hereunder which is then sold by Buyer (or its affiliates or customers) outside of California as a Vehicle Fuel during the applicable month; and, instead Seller desires to retain [***]% of the RINs generated from Biogas delivered to Buyer hereunder which is then sold by Buyer (or its affiliates or customers) outside of California as a Vehicle Fuel during the applicable month.

(ii) In the event Buyer is unable to sell RINs generated by the Biogas delivered to Buyer hereunder which is then sold by Buyer (or its affiliates or customers) outside of California as a Vehicle Fuel, within six (6) months of the date of generation of such credits ("**Remaining Other RINs**"), Seller may provide written notice to Buyer which indicates Seller's desire to forego receipt of [***]% of the RINs Resale Price for the Remaining Other RINs and to instead receive an in-kind transfer of [***]% of the Remaining Other RINs. Within ten (10) Business Days after Buyer's receipt of Seller's written notice, Buyer shall transfer [***]% of the Remaining Other RINs to Seller and based on such transfer, Buyer shall not be obligated to remit [***]% of the RIN Resale Price to Seller for such transferred RINs. However, notwithstanding the foregoing, Buyer shall not be required to transfer to Seller any RINs which have been designated to be sold to a third party prior to Buyer's receipt of Seller's written notice, and upon Buyer's receipt of payment for such RIN from a third party, Buyer shall remit [***]% of the RINs Resale Price to Seller.

C. <u>The Contract Price shall be paid by Buyer to Seller as follows:</u>

a. The Gas Price for all MMBtus of Biogas delivered hereunder during any month shall be paid by the 25th Day of the following month.

b. The applicable percentage of the RINs Resale Price received from RINs generated from the Biogas delivered hereunder shall be paid by the 15th Day of the month following the month in which Buyer received payment for such sold RINs.

c. The LCFS Payment shall be paid on a quarterly basis by the 45th Day of the calendar quarter following the quarter in which such LCFS Credits were generated.

D. For the purposes of this Section, the following terms shall have the following meanings:

a. "**Gas Price**" means the First of the Month Index Price for Monthly Deliveries into the CenterPoint distribution system as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, *Inside FERC Gas Market Report*, first of Month publication, under the table "Market Center Spot Prices", for the delivery Month under the column "Index", under the table "East Texas", in the row labeled "Houston Ship Channel.

b. "**Incremental LCFS Credits**" means the number of LCFS Credits generated by displacing fossil fuel natural gas Vehicle Fuel with Biogas Vehicle Fuel, but excluding the LCFS Credits that would have been generated from fossil fuel natural gas Vehicle Fuel.

c. "**Cost of Transportation**" shall mean: (a) all costs associated with transferring the Biogas from the Delivery Point to Buyer's facility(ies), Buyer's affiliate facility(ies), or Buyer's customers' facility(ies) as described in Section 8 below; and (b) all costs related to arranging for the transfer of the energy content of the Biogas purchased by Buyer to Buyer's, its affiliates' or its customers' California LNG and CNG stations including the charges of any agent who manages the energy transfer transaction, provided that the Cost of Transportation shall not exceed $[***] per MMBtu without the prior written consent of Seller, which shall not be unreasonably withheld.

d. **LCFS Credits Resale Price**: shall be calculated by reference to the volume weighted average price of all LCFS Credits of the same annual and quarterly vintage realized by Buyer within the same calendar quarter.

e. **RINS Resale Price**: shall be calculated by reference to the volume weighted average price of all QAP D3 RINS which is realized by Buyer that were generated within the same calendar month as the RINs generated from the Biogas sold hereunder.

Delivery Period:

Begin: The Day the Project commences commercial operations (the "Begin Date"). Seller shall notify Buyer in writing of the anticipated Begin Date at least 30 Days prior to the anticipated Begin Date. Within two (2) Days of the Begin Date, Seller will provide Buyer with written confirmation of the Begin Date.

End: [***].

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity):	**Firm (Variable Quantity):**	**Interruptible:**
_____ MMBtus/Day	[***] MMBtus/Day Minimum	Up to_____ MMBtus/Day.
☐ EFP	see table below MMBtus/Day Maximum ("**MaxDailyQty**")	

Delivery Period Months	MaxDailyQty
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

The Variable Quantity shall be made of up Biogas.

Subject to the MaxDailyQty described above, all Biogas produced by the Project will be delivered, exclusively, to Buyer at the Delivery Point.

Seller shall have a Firm obligation to deliver [***]% of the Biogas produced by the Project and Buyer shall have a Firm obligation to purchase [***]% of the Biogas produced by the Project, each up to the MaxDailyQty of Biogas each Day during the Delivery Period and such delivered Biogas shall be converted to a Vehicle Fuel with the coincident generation of RINs under the EPA RFS by Seller and LCFS Credits under the CARB LCFS by Buyer (when Biogas delivered to Buyer hereunder is then sold by Buyer (or its affiliates or customers) in California as a Vehicle Fuel).

On a Day during the Delivery Period, Buyer may, but has no obligation to, purchase Biogas produced by the Project in excess of the MaxDailyQty. If Buyer chooses not to purchase any Biogas in excess of the MaxDailyQty, Seller is free to sell such excess Biogas to any 3rd party.

Delivery Point: Seller's injection point located on the Energy Transfer Partners natural gas transportation system.

Special Conditions:

(1) DEFINITIONS.

CARB: means the California Air Resources Board or its successor agency.

Cellulosic Biofuel: means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has lifecycle greenhouse gas emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas emissions (as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012))).

Disqualified Biogas: means Gas that was initially determined by the parties upon delivery to be Biogas but subsequently becomes disqualified as Biogas because it is determined that it did not satisfy the requirements of the EPA Renewable Fuels Standard or the CARB LCFS at the time it was delivered or through some act or omission of Seller.

EPA Renewable Fuels Standard or EPA RFS: means the renewable energy program and policies established by the Environmental Protection Agency ("EPA") and published on March 26, 2010 (at 75 Fed. Reg. 14670) and which became effective on July 1, 2010 and may be amended from time to time.

Green Attributes: means any and all attributes, including Lifecycle Greenhouse Gas Emissions, that are associated with the use of Biogas as a Vehicle Fuel which are required to generate a RIN and LCFS Credit when the associated Biogas is used as a Vehicle Fuel.

Greenhouse Gas: means carbon dioxide (CO2), methane (CH4), nitrous oxide (N20), hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, or any other substances or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric tonne of carbon dioxide equivalent.

Green Premium: means the RINs Resale Price and LCFS Credits Resale Price and any other costs incurred by Buyer, including without limitation, fines and/or penalties, which are directly related to Biogas purchased hereunder by Buyer which later becomes classified as Disqualified Biogas.

Lifecycle Greenhouse Gas Emissions: means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA RFS or CARB, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

Low Carbon Fuel Standard Credits or LCFS Credits or LCFS: means credits generated and traded under the California Air Resources Board Low Carbon Fuel Standard, with each credit equal to one metric tonne of Carbon Dioxide reductions as compared to the baseline CO2 emissions under the Low Carbon Fuel Standard.

Project: means Seller's landfill Biogas production project owned and operated by Seller at the Atascocita Landfill in Humble, TX.

Quality Assurance Plan (QAP): means a voluntary RIN validity program under the EPA RFS established by the Environmental Protection Agency and published on July 18, 2014 (at 79 Fed. Reg. 42078) and which became effective on September 16, 2014.

Renewable Biogas or RNG or Biogas: means quantities, measured in MMBtus, of processed biogas that: (i) meets the pipeline quality standards for pipeline gas agreed to between Seller and the owner of the pipeline into which such gas is delivered by Seller and which is eligible to generate D Code 3 Renewable Index Numbers under the Federal Renewable Fuel Standard when used as a Vehicle Fuel (or any other D Code RINs if the EPA determines that Renewable Biogas creates a different code of RIN); and (ii) contains all the environmental attributes associated with the use of a pipeline quality biogas-derived fuel as a Vehicle Fuel, including any credits or environmental commodities related to the reduction of Greenhouse Gas emissions.

Renewable Identification Number (RIN) is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. §§ 80.1426 (2012)).

Vehicle Fuel: means compressed natural gas (CNG) or liquefied natural gas (LNG) used in transportation vehicles.

(2) CONDITIONS PRECEDENT

The obligations of Seller and Buyer under this Transaction Confirmation are subject to Seller obtaining a company and facility identification number from the EPA for its Project to generate RINs with a D Code of 3 under the Renewable Fuel Standard Phase II (or any other D Code RIN if the EPA determines that Renewable Biogas creates a different code of RIN) (the "**Conditions Precedent**") when the Biogas is used as a Vehicle Fuel. In the event Seller, with Buyer's reasonable cooperation and assistance, is unable to satisfy the Conditions Precedent by [***], either party shall be entitled to terminate this Transaction Confirmation immediately upon written notice to the other party without incurring any liability. Buyer agrees to provide to Weaver such data, fueling station information, pathway details and any other information required by the EPA to file the application for registration described above.

While Seller is in the process of satisfying the Conditions Precedent, Seller may store Biogas generated by the Project in compliance with Seller's QAP. When the Conditions Precedent are satisfied, Buyer will purchase the stored Biogas. However, notwithstanding the foregoing, Buyer will not be obligated to purchase a cumulative amount of Biogas which is in excess of the MaxDailyQty each Day but will use commercially reasonable efforts to purchase Biogas from Seller's storage to allow for the depletion of stored Biogas.

Seller and Buyer acknowledge and agree that Seller will retain the services of Weaver & Tidwell LLP ("Weaver") for: (a) developing and soliciting approval of a fuel pathway from the EPA; (b) registering the Seller and the RINs (which are generated from the Biogas sold hereunder) so as to comply with EPA policies, procedures and systems; (c) tracking, creation, and transfer of the RINs (which are generated from the Biogas sold hereunder) to Buyer; and (d) engaging QAP provider(s) acceptable to both Seller and Buyer; (collectively, the "**RIN Services**").

Buyer shall be responsible for reimbursing Seller for [***]of the costs incurred by Seller under its services contract with Weaver for Weaver's provision of the RIN Services. Seller shall invoice Buyer for the costs and Buyer shall remit payment to Seller within thirty (30) Days of Buyer's receipt of such invoice. For the purposes of this Section, receipt shall be defined as three (3) Days after the invoice is transmitted to Buyer by Seller.

Buyer acknowledges that the performance of the RIN Services by Weaver may require that Buyer provide certain information to Weaver, which may be considered confidential to Buyer, and Buyer agrees to provide such reasonably requested information to Weaver as necessary for the performance of the RIN Services. However, notwithstanding the foregoing or anything to the contrary in this Transaction Confirmation, Buyer and Seller acknowledge and agree that Buyer shall not be required to provide any information it reasonably deems to be confidential to Seller except as necessary, in Buyer's reasonable opinion, to implement the terms of this Transaction Confirmation. Further, during the term of this Transaction Confirmation, Seller and Buyer may agree, in a writing (email to suffice), to retain the services of a third party other than Weaver for the performance of the RIN Services. In the event Buyer and Seller agree (in a writing) on such new third party, the references above to "Weaver & Tidwell LLP" and "Weaver" in this Transaction Confirmation shall be automatically replaced with references to such new third party.

(3) ADDITIONAL TERMS AND CONDITIONS

(A) CARB and LCFS

(i) Buyer is registered with the CARB as the "**Regulated Party**" under the CARB LCFS with respect to all Biogas sold to Buyer hereunder and sold by Buyer in California as a Vehicle Fuel.

(ii) Seller will cooperate with Buyer to ensure that the Biogas purchase and sale documents and product transfer documents meet the requirements of the LCFS regulation for the purpose of transferring Regulated Party status to Buyer for Biogas sold by Seller to Buyer hereunder.

(iii) Seller acknowledges that Buyer will act as a principal with respect to its own LCFS Credits and/or as an agent with respect to the LCFS Credits generated from Biogas provided hereunder and Seller hereby waives any claim against Buyer and its affiliates based on any conflict of interest or alleged conflict of interest of Buyer with respect to the manner, price or terms of the sale of any of the LCFS Credits generated hereunder. Buyer and its affiliates and control persons shall owe no fiduciary obligation to Seller with respect to the LCFS Credits generated and sold hereunder. Buyer's sole obligation with respect to the sale of LCFS Credits generated in this transaction shall be to use commercially reasonable efforts to sell all such credits generated on a quarterly basis or as otherwise approved by Seller. Seller acknowledges and agrees that the market for LCFS Credits is currently uncertain and there is no reliable or transparent LCFS Credit price reporting service and little to no liquidity in the market for LCFS Credits. Buyer cannot and does not guaranty that the LCFS Credits can be sold at any price or at all.

Between the thirtieth (30th) and forty-fifth (45th) Day of each quarter, Buyer shall send Seller a statement detailing the (i) number of Incremental LCFS Credits which were generated from Biogas provided under this Transaction and were sold during the prior quarter, (ii) the price at which such LCFS Credits were sold, (iii) the cumulative number of outstanding Incremental LCFS Credits (which were generated from Biogas provided under this Transaction) remaining and (iv) the corresponding date such credits were generated hereunder. Buyer shall provide Seller within the quarterly LCFS statement the amount of LCFS Credits generated from Biogas provided under this Transaction during each calendar quarter.

(B) EPA and RINs

(i) Except for any RINs retained by Seller pursuant to Sections A(ii) and B(i) of the Contract Price above, Buyer and Seller agree that within three (3) Days of the generation of any RINs which are generated by the Biogas sold to Buyer under this Transaction Confirmation, Seller or Weaver (as applicable) shall transfer such RINs to Buyer.

(ii) Seller acknowledges that Buyer will act as a principal with respect to its own RINS and/or as an agent with respect to the RIN generated from Biogas provided hereunder and Seller hereby waives any claim against Buyer and its affiliates based on any conflict of interest or alleged conflict of interest of Buyer with respect to the manner, price or terms of the sale of any of the RINS generated hereunder. Buyer and its affiliates and control persons shall owe no fiduciary obligation to Seller with respect to the RINS generated and sold hereunder. Buyer's sole obligation with respect to the sale of RINS generated in this transaction shall be to use commercially reasonable efforts to sell all such credits generated on a monthly basis or as otherwise approved by Seller. Buyer cannot and does not guaranty that the RINS can be sold at any price or at all.

By the twenty-fifth (25th) of each month, Buyer shall send Seller a statement detailing the (i) number of RINS (which were generated from Biogas provided hereunder) sold during the month, (ii) the price at which such RINS (which were generated from Biogas provided hereunder) were sold, and (iii) the cumulative number of outstanding RINS (which were generated from Biogas provided hereunder) remaining.

By the twenty-fifth (25th) Day of each month Seller shall send Buyer a statement showing the date and amount of RINs that were generated for the prior month.

(C) Maintenance of Records.

(i) Buyer shall maintain all records relevant to the purchase of Biogas from Seller, processing of such Biogas into a Vehicle Fuel, Vehicle Fuel sales, documentation of Vehicle Fuel production and sale in accordance with the requirements of the EPA RFS and records regarding the creation and sale of LCFS Credits in accordance with the requirements of the CARB.

(ii) Seller shall maintain accurate records relevant to the production and purchase and sale of Biogas to Buyer.

(iii) In the event that the EPA amends its regulations regarding which party is responsible for creation and sale of RINs or CARB amends its regulations regarding which party is responsible for creation and sale of LCFS Credits as related to the purchase and sale of Biogas for the production of Vehicle Fuel, the Parties agree to amend this Transaction Confirmation accordingly to change the recordkeeping and reporting obligations.

(iv) The parties agree to take the necessary steps to comply with the QAP in the EPA RFS.

(D) Pursuant to Section 95484(a)(5)(D) of Title 17 of the California Code of Regulations for the Low Carbon Fuel Standard, Seller hereby transfers to Buyer, and Buyer hereby accepts the Low Carbon Fuel Standard (LCFS) regulated party status with respect to all Biogas sold by Seller to Buyer hereunder. In addition, in order to make such transfer effective as required under Section 95484(a)(5)(D), Seller, on a calendar quarter basis, shall provide the Buyer a production transfer document which shall prominently state the volume and average carbon intensity of the transferred fuel and that the Buyer is the regulated party for the acquired fuel and accordingly is responsible for meeting the requirements of the LCFS regulation with respect to the fuel.

(E) For all Biogas sold and purchased hereunder, Seller represents and warrants that it has the rights to all Green Attributes and will convey to Buyer all Green Attributes for such Biogas. Seller represents and warrants that (i) the Biogas delivered to Buyer hereunder is from the Project which produces pipeline quality Biogas, (ii) the Biogas shall be delivered to Buyer in accordance with the requirements of the Renewable Fuels Standard and

Low Carbon Fuels Standard in order to preserve the Green Attributes, (iii) the Project producing the Biogas has obtained all Biogas fuel production facility registrations in accordance with the EPA RFS, and (iv) upon sale of the Biogas by Seller to Buyer, Seller shall transfer all Green Attributes associated with the production of such Biogas to Buyer.

(F) Both parties will promptly notify the other party in the event that any Biogas sold under this Transaction Confirmation is determined to be Disqualified Biogas, and Buyer shall have the right to terminate this Transaction Confirmation without liability upon written notice to Seller, and any such termination shall be considered a Seller Event of Default, in the event Seller does not cure such default within 10 Days. In addition to all other remedies provided to Buyer under the Base Contract and under this Transaction Confirmation, if Biogas sold by Seller and purchased by Buyer hereunder was originally deemed to be Biogas and later becomes classified as Disqualified Biogas based on the acts or omissions of Seller, Buyer will be entitled to the Green Premium for the Disqualified Biogas.

(G) Prior to delivery of the Biogas to Buyer, Seller or its designee shall provide to Buyer for submission to the EPA and CARB copies of any and all documentation required by the EPA or CARB to certify that the Biogas is a Cellulosic Biofuel that can generate D Code 3 RINS (or any other D Code RINs if the EPA determines that Renewable Biogas creates a different code of RIN) (with respect the EPA) and create a low carbon intensity pathway (with respect to CARB) for generation of Low Carbon Fuel Standard Credits (to the extent that sales of the Biogas Vehicle Fuel are contemplated in California). This documentation will include, but is not be limited to, all documentation required to certify that production and the transportation of the Biogas from its point of production to the Delivery Point is compliant with the transportation routing requirements ("**pathing**") of the EPA RFS and Low Carbon Fuels Standard. Such documentation may include, but is not limited to any affidavits, reporting or attestations required by the EPA or CARB, such as (i) assertions that the registration requirements as outlined by the Renewable Fuels Standard Registration Compliance Guidelines Engineering Review (40 C.F.R. § 80.1450 (2012)) have been met and (ii) documentation confirming that the Seller and Buyer are (to the extent necessary) registered under California state regulations (Cal. Code Regs. tit. 17, § 95484(a)(5)(A)1a (2010)), as regulated parties in the LCFS regulation.

(H) Intentionally Omitted.

(I) Each party will provide the other party with such cooperation, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this Transaction Confirmation (including pursuant to any audit of this Transaction Confirmation by a Governmental Authority or an audit by either party of the calculation of the Contract Price hereunder) and in order for title to the conveyed Green Attributes to vest in the Buyer in connection with the purchase and sale of the contract quantity of Biogas.

(4) PROCESS FOR GENERATION AND ALLOCATION OF LCFS CREDITS

(A) Buyer Responsibilities and CARB LRT Account.

(i) Buyer shall maintain registration with CARB under the Low Carbon Fuel Standard set forth in Title 17, California Code of Regulations in §§ 95480-95490 as an "opt-in" regulated party under California Air Resources Board as set forth in Title 17, California Code of Regulations § 95480.3.

(ii) Buyer or its agent will submit the LCFS Credit data and allocation to CARB between the sixtieth (60^{th}) and seventy-fifth (75^{th}) Day after the end of each calendar quarter (June 1-15, September 1-15, December 1-15 and March 1-15).

(B) Seller Responsibilities.

(i) Every month during the Term, Seller shall analyze the Biogas quantity sold and delivered to Buyer under this Transaction Confirmation and provide such data to Buyer.

(ii) Seller shall maintain all records relevant to the production and purchase and sale of Biogas.

(iii) Not later than the sixtieth (60th) Day of the Month following the close of the calendar quarter (May 30, August 30, November 30 and March 1), Seller shall, with Buyer's assistance, prepare production transfer documents consistent with the CARB LCFS to validate the transfer of the regulated party status from Seller to the Buyer which shall prominently state the volume and average carbon intensity of the transferred fuel and that the recipient (the Buyer) is the regulated party for the acquired fuel and accordingly is responsible for meeting the requirements of the LCFS regulation with respect to the acquired fuel.

(C) Buyer and Seller Responsibilities.

(i) Buyer and Seller shall work with Buyer's consultants to register with CARB and comply with the relevant regulatory provisions of the Low Carbon Fuel Standard set forth in Title 17, California Code of Regulations in §§ 95480-95490, including, but not limited to, pathway registration, LCFS credit generation, quarterly progress reporting and annual compliance reporting;

(5) PROCESS FOR GENERATION AND ALLOCATION OF RINS.

(A) Buyer Responsibilities.

(i) By the 20th Day of each month, or other mutually agreeable Day, Buyer shall analyze the Biogas quantity sold and delivered to Buyer and converted to Vehicle Fuel during the prior month.

(ii) Based on the analysis in (i) above, Buyer shall prepare a report detailing the following which shall be provided to Weaver:

(A) Biogas supplied by Seller;

(B) Biogas converted to Vehicle Fuel, as CNG or LNG;

(C) Total Vehicle Fuel created from Biogas and dispensed as a Vehicle Fuel; and

(D) RINs to be created from Biogas purchased by Buyer from Seller and delivered as a Vehicle Fuel to Buyer's customers.

(B) On each Monday, or other mutually agreeable Day, during the Delivery Period, Seller shall facilitate access for Buyer or Buyer's agents to any and all records relevant to determining Biogas volumes produced during the prior week.

(6) HIERARCHY

In the event of any inconsistency between the Base Contract and this Transaction Confirmation, the Transaction Confirmation shall govern.

(7) REPRESENTATIONS AND COVENANTS OF BUYER AND SELLER

(A) Buyer covenants and agrees that all Biogas purchased by Buyer hereunder shall be sold by Buyer to Buyer's customers for use as a Vehicle Fuel.

(B) Seller represents that all Gas sold hereunder shall be Biogas.

(C) Each Party has the right; at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Transaction Confirmation including payment for RINs and LCFS Credits. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made within twelve (12) months of the date of the statement, charge or computation, and thereafter any objection shall be deemed waived.

(D) Buyer covenants and agrees that it shall not attempt to unilaterally register the Project with the EPA RFS.

(8) TRANSPORTATION

Buyer will enter into agreements ("**Gas Transfer Agreements**") for the transfer of Biogas from the Delivery Point to the Buyer's facility, Buyer's affiliate facility, or Buyer's customers' facility where the Biogas will be either distributed as a Vehicle Fuel or liquefied to produce Liquefied Natural Gas and then distributed as a Vehicle Fuel. The Gas Transfer Agreements will comply with the requirements of the Renewable Fuel Standard Phase II and the California Air Resources Board Low Carbon Fuel Standard (as applicable) for the transmission of biogas in a pipeline commingled with conventional natural gas. [***].

(9) TERM OF THIS TRANSACTION CONFIRMATION

The term of this Transaction Confirmation shall commence upon the execution of this Transaction Confirmation by Buyer and Seller and this Transaction Confirmation shall expire on the last Day of the Delivery Period, unless this Transaction Confirmation is terminated by either party prior to such date in accordance with the terms described herein.

(10) TERMINATION OF THIS TRANSACTION CONFIRMATION

(A) This Transaction Confirmation may be terminated by Buyer by thirty (30) Days prior written notice to Seller in the event Seller's Project is not capable of producing an average of [***]MMBtus of RNG per Day during any rolling [***] period during the Delivery Period.

(B) This Transaction Confirmation may be terminated by Seller upon written notice to Buyer in the event of the full repeal of the EPA Renewable Fuel Standard or a change of the EPA Renewable Fuels Standard wherein landfill biogas, including Biogas, no longer qualifies as a feedstock or· fuel that can enable the generation of cellulosic biofuel RINs.

(C) This Transaction Confirmation may be terminated by Seller upon written notice to Buyer in the event that [***].

(D) If [***], Seller may terminate this Transaction Confirmation upon three (3) Days prior written notice to Buyer.

In the event Seller retains (or receives in kind) any RINs which were generated by the Semi-Annual Biogas or receives an in kind transfer of any Incremental LCFS Credits generated by the Semi-Annual Biogas pursuant to the terms of Contract Price Section of this Transaction Confirmation, the price per RIN and LCFS Credit (on a per MMBtu basis) received by Seller for such sold credits, shall be used to determine the average Contract Price per MMBtu realized by Seller for the Semi-Annual Biogas for the purposes of this Section 10(D).

Seller: TX LFG Energy, LP
By: MH Energy (GP), LLC, its General Partner

By: /s/ Marty Ryan
Name: Marty Ryan
Title: President
Date: 2/27/2017

Buyer: Clean Energy Renewable Fuels, LLC

By: /s/ Harrison Clay
Name: Harrison Clay
Title: President
Date: 2/27/2017

CERTAIN INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. THE OMITTED PORTIONS OF THIS DOCUMENT ARE INDICATED BY [***].

FIRST AMENDMENT

Dated as of February 7, 2018

to the

TRANSACTION CONFIRMATION

Dated as of February 27, 2017

between

TX LFG Energy, LP ("Seller") and BP Energy Company and BP Products North America Inc.
(collectively, "Buyer")

Buyer (as successor by assignment to Clean Energy Renewable Fuels, LLC) and Seller have previously entered into a Transaction Confirmation dated February 27, 2017 (the "Transaction Confirmation") which is subject to the Base Contract between the parties dated February 27, 2017, both as may be amended and supplemented from time to time. The parties have now agreed to amend the Transaction Confirmation pursuant to this Amendment. Unless otherwise defined in this Amendment or the Base Contract, capitalized terms used in this Amendment shall have the meanings specified in the Transaction Confirmation or the Base Contract.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Amendment of the Transaction Confirmation

Upon execution of this Amendment by all parties, the Transaction Confirmation shall be and hereby is amended as follows:

(a) Contract Price is hereby amended by deleting it in its entirety and replacing it with the following:

"Contract Price".

(a) The Contract Price is equal to [***].

(b) **Biogas Value**.

(i) The Biogas Value shall be paid by the Buyer and is calculated by [***] (as measured in MMBtus).

(ii) The "**Biogas Price**" means, for Buyer's Direct meters, the Biogas Price shall be [***].

(c) **RIN Value**.

(i) The RIN Value shall be paid by Buyer's Affiliate and is calculated by [***].

(ii) The **RIN Price** shall be determined as follows:

(1) [***].

(2) [***]

(3) [***]

(4) [***]

(iii) The RIN Quantity shall be [***]. The conversion factor for determining the quantity of RINs generated for the quantity of Biogas delivered is 11.727 RINs for every 1 MMBtu of Biogas (11.727 RINs/1MMBtu), or as otherwise specified by the EPA.

(d) **LCFS Value.**

(i) The LCFS Value is calculated by summing all the **LCFS Monthly Values** for the Calendar Quarter in which Biogas was delivered to the Buyer (each such Month a "**Delivery Month**").

(ii) The **LCFS Monthly Value** is calculated by multiplying the average **LCFS Price** for the Delivery Month by the **LCFS Quantity** for the Delivery Month.

(iii) The **LCFS Price** for the applicable Month means, for Biogas delivered to California, the OPIS California LCFS Price.

(iv) The **LCFS Quantity** shall be [***] of the Incremental LCFS Credits generated from the Biogas delivered to a VFP in California.

(v) The LCFS Value shall be paid by Buyer's Affiliate.

(e) Definitions applicable to the Contract Price:

"**Advance Notice Deadline**" means the seventh (7th) Business Day before the first Day of the Biogas delivery Month.

"**Argus**" means Argus Media Limited, the independent media organization which provides data on prices and fundamentals, news, analysis, consultancy services and conferences for the global crude, oil products, natural gas, electricity, coal, emissions, bioenergy, fertilizer, petrochemical, metals and transportation industries.

"**Argus D3 RIN Price**" means the arithmetic average of the midpoint of the high and low daily prices, as published and assessed by Argus in the Argus US Products daily report under the heading "RINs Cellulosic biofuels" for the applicable vintage year (or successor heading or publication).

"**Argus D5 RIN Price**" means the arithmetic average of the midpoint of the high and low daily prices, as published and assessed by Argus in the Argus US Products daily report under the heading "RINs Advanced Biofuels" for the applicable vintage year (or successor heading or publication).

"**Calendar Quarter**" means each individually the periods January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31.

"**EMTS Account**" means the EPA Moderated Transaction System Account for RINs.

"**Incremental LCFS Credits**" means the number of LCFS Credits generated by displacing fossil fuel natural gas Vehicle Fuel with Biogas Vehicle Fuel, but excluding the LCFS Credits that would have been generated from fossil fuel natural gas Vehicle Fuel.

"**LRT Account**" means the CARB LRT Account for LCFS Credits.

"OPIS" means Oil Price Information Service, the petroleum pricing and news information company that provides data on prices and fundamentals, news, analysis, consultancy services and conferences for the global petroleum products industry.

"**OPIS California LCFS Price**" means the arithmetic average of the midpoint of the high and low daily prices, as assessed and published by OPIS in the daily OPIS West Coast Spot Market Report under the heading "California Low Carbon Fuel Standard Carbon Credit" (or successor heading or publication).

"**Q-RIN**" means a RIN verified by a registered independent third-party auditor using a QAP that has been approved under 40 C.F.R. § 80.1469(c) following the audit process described in 40 C.F.R. § 80.1472.

"**Vehicle Fuel Producer**" or "**VFP**" means the vehicle fuel producer(s) listed in the Transaction Confirmation(s) between Buyer and Seller, or provided to Seller in a notice issued by Buyer or Buyer's Affiliate.

(f) RIN Payment Terms. Buyer's Affiliate shall pay the RIN Value within ten (10) Business Days of the RIN Value Deadline. The "RIN Value Deadline" means, the later of: (i) the date the RINs are generated and transferred into the Buyer's Affiliate's EMTS Account; and (ii) Buyer's or Buyer's Affiliate's receipt of Seller's invoice. Any RIN Value due for RINs not generated and transferred to the Buyer's Affiliate's EMTS Account by the RIN Value Deadline, but generated and transferred thereafter, shall be paid in the following Month. No RIN Value shall be paid for RINs not generated and transferred to the Buyer's Affiliate's EMTS Account.

(g) LCFS Payment Terms. Buyer's Affiliate shall pay the LCFS Value within ten (10) Business Days of the LCFS Value Deadline. The "LCFS Value Deadline" means, the later of: (i) the date the credits are generated and transferred into the Buyer's Affiliate's LRT Account; and (ii) Buyer's or Buyer's Affiliate's receipt of Seller's invoice. No LCFS Value shall be paid for LCFS Credits not generated and transferred to the Buyer's Affiliate's LCFS Account. Any LCFS Value due for LCFS Credits not generated and transferred to the Buyer's Affiliate's LRT Account by the LCFS Value Deadline, but generated and transferred thereafter, shall be paid in the following Month. No LCFS Value shall be paid for LCFS Credits not generated and transferred to the Buyer's Affiliate's LRT Account."

(b) Section 1 of the Special Conditions to the Transaction Confirmation is hereby amended by deleting the definitions of "Green Premium" and adding the following new definitions:

"**Green Attribute Program**" means any federal, state or local program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., U.S. federal, state, or local agencies), or non-governmental agency from time to time.

(c) Section 5(A)(ii) of the Special Conditions is hereby amended to add the following new subsection (E):

"(E) The quantity of Biogas that Seller has delivered to Buyer and which Buyer is storing until such time as it can be delivered to a Vehicle Fuel Producer."

(d) A new Section (l l) is added to the Special Conditions, as follows:

"(11) Storage of Biogas. From time to time, Biogas delivered by Seller to Buyer may be put into storage by Buyer, for one of three reasons: (i) if the Green Attribute pathway has not yet been approved by the EPA but the plant is flowing Biogas, then Buyer shall store the Biogas in accordance with the terms of the Green Attribute Program until such time as the pathway is approved; (ii) if the Biogas is intended to produce Q-RINs, then the Buyer shall store Biogas until such time as the QAP process is completed; or (iii) if the Biogas has been delivered to Buyer but Buyer cannot deliver it to a VFP until a subsequent Month, then Buyer may store the Biogas until such time as it can deliver the Biogas to the VFP. If Biogas is stored pursuant to Section l 1(i), [***]."

(e) A new Section (l 2) is added to the Special Conditions as follows:

"*(12) SELLER ELECTION TO TAKE RINs IN-KIND*

Seller may elect to take its RIN Quantity in-kind for a Biogas delivery Month; provided however, that Seller provides written Notice to Buyer by the Advance Notice Deadline for the applicable Biogas delivery Month. If Seller elects to take its RIN Quantity in-kind, Seller shall establish and manage its EMTS account as required by the EPA RFS. Notwithstanding the foregoing, in each Month of the Delivery Period, whether or not Seller has elected to take its RIN Quantity in-kind, Seller is obligated to transfer Buyer's share of the RINs produced in such Month in an amount equal to its percentage. If Seller does elect to take its RIN Quantity in-kind, in the event it determines that it wants Buyer to monetize such RIN Quantity, such agreement shall be documented in a separate Transaction Confirmation."

(f) A new Section (13) is added to the Special Conditions as follows:

"*(13) AMENDMENTS TO BASE CONTRACT*:

(A) Section 2 of the Base Contract is hereby amended by:

(i) deleting the definition in Section 2.10 and replacing it with the following:

"Contract Price" shall have the meaning given to it in the Transaction Confirmation."

(ii) Adding the following new definitions:

"**Argus California LCFS Price**" means the arithmetic average of the midpoint of the bid and ask daily prices, as assessed and published by Argus in the Argus US Products daily report under the heading "California low-carbon fuel credits (LCFS)" (or successor heading or publication).

"**LCFS Spot Price**" as referred to in Section 3.2 of the Base Contract shall mean the OPIS California LCFS Price for the applicable Calendar Quarter of Biogas delivery. If there is no OPIS California LCFS Price published for the applicable Calendar Quarter of Biogas delivery, then the LCFS Spot Price shall mean the Argus California LCFS Price for the applicable Calendar Quarter of Biogas delivery. If there are no OPIS California LCFS Price or Argus California LCFS Price published for the applicable Calendar Quarter of Biogas delivery, then the LCFS Spot Price shall mean the Platts California LCFS Price for the applicable Calendar Quarter of Biogas delivery. If no there is no OPIS California LCFS Price, Argus California LCFS Price, or Platts California LCFS Price published on a relevant Day, then the LCFS Spot Price shall mean the price for the first Day for which an OPIS California LCFS Price, Argus California LCFS Price, or Platts California LCFS Price is published that follows the relevant Day.

"**OPIS D3 RIN Price**" means the arithmetic average of the midpoint of the high and low daily prices, as assessed and published by OPIS in the daily OPIS Full-Day Refined Spots Report under the heading "OPIS U.S. RIN Values—Cellulosic" for the applicable vintage year (or successor heading or publication).

"**Platts**" means S&P Global Platts, which publishes news, commentary, fundamental market data and analysis, and daily price assessments for petroleum, oil, natural gas, LNG, power, coal, shipping, petrochemicals, metals, and agriculture.

"**Platts California LCFS Price**" means the arithmetic average of the midpoint of the high and low daily prices, as assessed and published by Platts in the Platts US Marketscan daily report under the heading "LCFS Carbon Credits" (or successor heading or publication).

"**Platts D3 RIN Price**" means the arithmetic average of the midpoint of the high and low daily prices, as assessed and published by Platts in the Platts Biofuelscan daily report under the heading "Renewable Identification Number (RIN) Cellulosic biofuel (D3)" for the applicable vintage year (or successor heading or publication).

"**RIN Spot Price**" as referred to in Section 3.2 of the Base Contract shall mean the Argus D3 RIN Price for the applicable Month of Biogas delivery. If there is no Argus D3 RIN Price published for the applicable Month of Biogas delivery for a particular Day, then the RIN Spot Price for that Day shall mean the OPIS D3 RIN Price for the applicable Month of Biogas delivery. If there are no Argus D3 RIN Price or OPIS D3 RIN Price published for the applicable Month of Biogas delivery for a particular Day, then the RIN Spot Price for that Day shall mean the Platts D3 RIN Price for the applicable Month of Biogas delivery. If there is no Argus D3 RIN Price, OPIS D3 RIN Price, or Platts D3 RIN Price for a particular Day, then the RIN Spot Price shall mean the price for the first Day for which an Argus D3 RIN Price, OPIS D3 RIN Price, or Platts D3 RIN Price is published that follows the relevant Day.

"**RIN or LCFS Cover Standard**" shall mean that if there is an unexcused failure to take or deliver any quantity of RINs or LCFS Credits pursuant to a Transaction Confirmation, then the performing party shall use commercially reasonable efforts to: (i) if Buyer is the performing party, obtain RINs or LCFS Credits; or (ii) if Seller is the performing party, sell RINs or LCFS Credits, in either case, at a commercially reasonable price."

(B) Section 3.2 of the Base Contract is hereby amended by adding the following paragraph to the end thereof:

The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive RINs or LCFS Credits shall be recovery of the following:

(i) in the event of a breach by Seller on any Day(s), [***]; or

(ii) in the event of a breach by Buyer on any Day(s), [***]; and

(iii) in the event that Buyer has used commercially reasonable efforts to replace the RINs or LCFS Credits or Seller has used commercially reasonable efforts to sell the RINs or LCFS Credits to a third party, and no such replacement or sale is available for all or any portion of the RIN or LCFS Quantity, as applicable, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the RINs or LCFS Credits not replaced or sold shall be [***],

The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated,

(g) A new Exhibit C (attached to this Amendment) is added to the Transaction Confirmation,

2. Representations

Each party represents to the other party that all representations contained in the Transaction Confirmation and the Base Contract are true and accurate as of the date of this Amendment and that such representations are deemed to be given or repeated by each party, as the case may be, on the date of this Amendment.

3. Miscellaneous

(a) **Entire Agreement; Restatement**.

(i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto,

(ii) Except for any amendment to the Transaction Confirmation made pursuant to this Amendment, all terms and conditions of the Transaction Confirmation will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Transaction Confirmation will be to the Transaction Confirmation, as amended by this Amendment.

(b) **Amendments**. No amendment, modification or waiver in respect of this Amendment will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties.

(c) **Counterparts**. This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(d) **Headings**. The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) **Governing Law**. This Amendment will be governed by and construed in accordance with Section 15.5 of the Base Contract.

IN WITNESS WHEREOF, the parties have executed this Amendment on the respective dates specified below with effect from the date first specified on the first page of this Amendment.

TX LFG Energy, LP
("Seller")

By: /s/ Martin L. Ryan
Name: Martin L. Ryan
Title: President
Date: February 14, 2018

BP Energy Company
("Buyer")

By: /s/ John Armstrong
Name: John Armstrong
Title: Attorney in Fact
Date: February 13, 2018

BP Products North America Inc.
("Buyer's Affiliate")

By: Sean M. Reavis
Name: Sean M. Reavis
Title: Attorney in Fact
Date: February 13, 2018

FORM OF LOAN AGREEMENT AND SECURED PROMISSORY NOTE

MONTAUK HOLDINGS LIMITED, a South African company (the "Borrower"), hereby promises to pay to **MONTAUK RENEWABLES, INC.**, a Delaware corporation (the "Lender"), an amount equal to [**_____ U.S. DOLLARS ($_____)]**, together with accrued interest thereon, on the terms and conditions set forth herein.

This Loan Agreement and Secured Promissory Note (this "Loan Agreement and Note") is subject to the Borrower obtaining the required prior exchange control approval from the Financial Surveillance Department of the South African Reserve Bank.

1. Payments of Principal and Interest. For value received, the Borrower promises to pay to the order of the Lender the aggregate principal amount outstanding (the "Outstanding Loan Amount"), together with all accrued and unpaid interest hereunder on or before December 31, 2022, pursuant to this Loan Agreement and Note. Interest on the Outstanding Loan Amount shall accrue at the rate of 0.4% per annum and shall be payable annually in arrears on each anniversary of the effective date of this Loan Agreement and Note (each such date, an "Interest Payment Date"). The Borrower shall pay interest on this Loan Agreement and Note, at the election of the Borrower on each Interest Payment Date (a) by increasing the outstanding principal amount of this Note ("PIK Interest"), (b) in cash to the Lender ("Cash Interest") or (c) by any combination of (a) and (b), in an aggregate amount equal to the accrued and unpaid interest on the Outstanding Loan Amount on such date. Any interest due on an Interest Payment Date that is not paid by the Borrower as Cash Interest on such Interest Payment Date shall be deemed paid as PIK Interest with no further action required on the part of the Borrower. Following an increase in the Outstanding Loan Amount as a result of PIK Interest, this Loan Agreement and Note shall bear interest on such increased Outstanding Loan Amount from and after the date of such Interest Payment Date. The amount of interest payable hereunder shall be calculated by reference to the actual number of days elapsed on the basis of a 365-day year. Any payment of interest due and payable on an Interest Payment Date that is not a business day shall be due and payable on the first business day occurring after such Interest Payment Date and interest shall continue to accrue on the principal amount of this Loan Agreement and Note until, and shall be due and payable on, such business day.

All cash payments of principal and interest hereunder shall be made in the lawful money of the United States. Any and all payments made hereunder shall be first applied to any accrued and unpaid interest and the balance shall be applied to the Outstanding Loan Amount. The Outstanding Loan Amount may be prepaid at any time in whole or in part without premium or penalty provided that all accrued and unpaid interest hereunder is paid in full.

2. Security.

(a) *Pledge*. As collateral security for the full payment and performance of all obligations of the Borrower to the Lender under this Loan Agreement and Note, the Borrower hereby grants the Lender a first priority lien on and security interest in, all of its right, title and interest in, to and under all of the all of the issued and outstanding shares of the Lender that are owned by the Borrower as of the date hereof (the "MRI Minority Shares") and all dividends or other income from the MRI Minority Shares, collections thereon or distributions with respect thereto.

(b) *Perfection of Pledge*. The Borrower shall, from time to time, as may be required by the Lender with respect to the MRI Minority Shares, promptly take all actions as may be requested by the Lender to perfect the security interest of the Lender in the MRI Minority Shares, so that control of such MRI Minority Shares is obtained and at all times held by the Lender. All of the foregoing shall be at the sole cost and expense of the Borrower. The Borrower hereby irrevocably authorizes the Lender at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by the applicable law of each such jurisdiction for the filing of any financing statement or amendment relating to the MRI Minority Shares, without the signature of the Borrower where permitted by law. The Borrower agrees to provide all information required by the Lender pursuant to this Section 2(b) promptly to the Lender upon request.

(c) *Dividends and Voting Rights*. The Lender agrees that unless an Event of Default shall have occurred and be continuing, the Borrower may, to the extent the Borrower has such right as a holder of the MRI Minority Shares, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, in the Lender's reasonable judgment, any such vote, consent, ratification or waiver could detract from the value thereof as collateral for this Loan Agreement and Note or which could be inconsistent with or result in any violation of any provision of this Loan Agreement and Note. The Lender agrees that the Borrower may, unless an Event of Default shall have occurred and be continuing, receive and retain all dividends and other distributions with respect to the MRI Minority Shares.

(d) *Transfers*. The Lender acknowledges and agrees that, notwithstanding the pledge in favor of the Lender in Section 2(a), the Borrower shall be entitled to sell or offer to sell, dispose of, convey, assign or otherwise transfer the MRI Minority Shares or any interest therein provided that 100% of the net proceeds from such sale(s) are used to prepay the Outstanding Loan Amount, together with any accrued but unpaid interest thereon, pursuant to Section 3.

(e) *Lender Appointed Attorney-in-Fact*. The Borrower hereby appoints the Lender as the Borrower's attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise, from time to time during the continuance of an Event of Default in the Lender's discretion to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Borrower representing any dividend, interest payment or other distribution in respect of the MRI Minority Shares or any part thereof and to give full discharge for the same (but the Lender shall not be obligated to and shall have no liability to the Borrower or any third party for failure to do so or take action). Such appointment, being coupled with an interest, shall be irrevocable. The Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

(f) *Release of Pledge*. The security interest granted hereunder shall terminate automatically (i) upon payment in full of the obligations of the Borrower hereunder and (ii) with respect to any MRI Minority Shares that are disposed of in a sale transaction for cash (which cash will be used to repay Borrower's obligations under this Loan Agreement and Note pursuant to Section 3 hereof).

(g) *SECURITY INTEREST ABSOLUTE*. The Borrower hereby waives demand, notice, protest, notice of acceptance of this Loan Agreement and Note, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Lender and liens and security interests hereunder, and all obligations of the Borrower hereunder, shall be absolute and unconditional irrespective of:

i. any illegality or lack of validity or enforceability of any obligation or Borrower hereunder or any related agreement or instrument;

ii. any change in the time, place or manner of payment of, or in any other term of, the obligations of Borrower hereunder, or any rescission, waiver, amendment or other modification of this Loan Agreement and Note or any other agreement, including any increase in the obligations of Borrower hereunder resulting from any extension of additional credit or otherwise;

iii. any taking, exchange, substitution, release, impairment or non-perfection of any collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the obligations of the Borrower hereunder;

iv. any manner of sale, disposition or application of proceeds of any collateral or any other collateral or other assets to all or part of the obligations of the Borrower hereunder;

v. any default, failure or delay, willful or otherwise, in the performance of the obligations of the Borrower hereunder;

vi. any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Borrower against the Lender; or

vii. any other circumstance (including, without limitation, any statute of limitations) or manner of administering the loans granted hereunder or any existence of or reliance on any representation by the Lender that might vary the risk of the Borrower or otherwise operate as a defense available to, or a legal or equitable discharge of, the Borrower or any other grantor, guarantor or surety.

3. Mandatory Prepayments. No later than the fifth business day following the receipt of any net proceeds in respect of any sale or disposition of MRI Minority Shares by the Borrower, the Borrower shall apply an amount equal to 100% of such net proceeds to prepay the Outstanding Loan Amount, together with any accrued but unpaid interest thereon.

4. Representations and Warranties. The Borrower represents and warrants that:

(a) it is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation and it has the power to own its assets and carry on the activities it conducts;

(b) the obligations expressed to be assumed by it in this Loan Agreement and Note are, subject to any general principles of law limiting its obligations, legal, valid, binding and enforceable obligations;

(c) the entry into and performance by it of, and the transactions contemplated by, this Loan Agreement and Note do not and will not conflict with: (i) any law or regulation applicable to it; (ii) its constitutional documents; or (iii) any agreement or instrument binding upon it or any of its assets;

(d) it has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, this Loan Agreement and Note and the transactions contemplated hereby;

(e) all authorizations, consents, approvals, registrations and filings ("Authorization") required or desirable: (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in Loan Agreement and Note; and (ii) to make this Loan Agreement and Note admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

(f) the choice of Delaware law as the governing law of this Loan Agreement and Note will be recognized and enforced in its jurisdiction of incorporation. Any judgment obtained in Delaware in relation to this Loan Agreement and Note will be recognized and enforced in its jurisdiction of incorporation.

5. Covenants. The Borrower undertakes that:

(a) it shall promptly: obtain, comply with and do all that is necessary to maintain in full force and effect any Authorization required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this Loan Agreement and Note and to ensure its legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation;

(b) it shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Loan Agreement and Note;

(c) it shall not permit or suffer to exist any liens on the MRI Minority Shares (except under this Note and Agreement); and

(d) it shall endeavor to dispose of the MRI Minority Shares in one or more sale transactions for cash (which cash will be used to repay its obligations under this Loan Agreement and Note pursuant to Section 3 hereof).

6. Events of Default. The occurrence of any of the following events shall constitute an event of default ("Event of Default"):

(a) the Borrower fails to pay the principal of or interest accrued with respect to this Loan Agreement and Note, when and as the same shall become due and payable, and such non-payment continues for a period of more than five business days after receiving a written demand for such payment from the Lender;

(b) the Borrower does not comply with any provision of this Loan Agreement and Note and such default continues for a period of thirty days after notice requiring the same to be remedied shall have been given by the Lender to the Borrower;

(c) any representation or statement made or deemed to be made by the Borrower in this Loan Agreement and Note is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(d) the Borrower (i) is unable or admits inability to pay its debts as they become due; (ii) suspends making payments on any of its debts; or (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness or a moratorium is declared in respect of any indebtedness of the Borrower; or

(e) a corporate action is filed legally dissolving the Borrower, whether by way of a voluntary liquidation or otherwise.

7. Remedies Upon Event of Default. Upon the occurrence of an Event of Default, so long as the same may be continuing:

(a) Notwithstanding the interest rate specified in the second paragraph of this Loan Agreement and Note and other than with respect to an Event of Default described in Sections 6(d) or 6(e), all amounts due and unpaid shall bear interest at a rate equal to the prevailing United States prime rate plus 3.0% per annum.

(b) The Borrower agrees to pay on demand all costs and expenses, if any (including fees and expenses of counsel), in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Loan Agreement and Note, including, without limitation, reasonable counsel fees and expenses in connection with the enforcement of rights under this provision.

(c) The Lender may by notice in writing to the Borrower (except in the case of Events of Default described in the foregoing paragraphs (d) or (e), in which case

the following shall be automatic) declare all amounts owing hereunder to be, and they shall thereupon forthwith become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower.

(d) Borrower agrees to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or advisable to perfect and to maintain the perfection and priority of the Lender's security interest in the MRI Minority Shares.

(e) The Lender may, without any other notice to or demand upon the Borrower, assert all rights and remedies of a Lender under applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the MRI Minority Shares. If notice prior to disposition of the MRI Minority Shares or any portion thereof is necessary under applicable law, written notice mailed to the Borrower 10 days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the MRI Minority Shares is made in a commercially reasonable manner, the Lender may sell such number of the MRI Minority Shares on such terms and to such purchaser(s) as the Lender in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the MRI Minority Shares or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the MRI Minority Shares, if permitted by applicable law, the Lender may be the purchaser, licensee, assignee or recipient of the MRI Minority Shares and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the MRI Minority Shares sold, assigned or licensed at such sale, to use and apply any of the obligations of the Borrower hereunder as a credit on account of the purchase price of the MRI Minority Shares or any part thereof payable at such sale. The Borrower hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the MRI Minority Shares, whether before or after sale hereunder, and all rights, if any, of marshalling the MRI Minority Shares and any other security for the obligations of the Borrower hereunder or otherwise. At any such sale, unless prohibited by applicable law, the Lender or any custodian may bid for and purchase all or any part of the MRI Minority Shares so sold free from any such right or equity of redemption. Neither the Lender nor any custodian shall be liable for failure to collect or realize upon any or all of the MRI Minority Shares or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. The Borrower agrees that it would not be commercially unreasonable for the Lender to dispose of all or any portion of the MRI Minority Shares by utilizing internet sites that provide for the auction of assets of the type included in the MRI Minority Shares or that have the reasonable capability of doing so, or that match buyers and sellers of assets. The Lender shall not be obligated to clean-up or otherwise prepare the MRI Minority Shares for sale.

(f) All rights of the Borrower to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 2(c) and (ii) receive the dividends and other distributions which it would otherwise be entitled to receive and retain pursuant to Section 2(c), shall immediately cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as collateral.

(g) To the extent permitted by applicable law, the Borrower waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by it of any rights hereunder.

8. Costs and Expenses. The Borrower agrees to reimburse the Lender for all reasonable costs and expenses (including reasonable attorney's fees and expenses) incurred in connection with any legal action to enforce this Loan Agreement and Note or to protect the rights of the Lender to receive payment hereunder.

9. Governing Law. This Loan Agreement and Note shall be governed by, and construed in accordance with, the laws of Delaware without regard to conflicts of law principles.

10. Continuing Security Interest; Further Actions. This Loan Agreement and Note shall create a continuing first priority lien and security interest in the MRI Minority Shares and shall (a) subject to Section 2(f) and Section 3, remain in full force and effect until payment and performance in full of the obligations of the Borrower hereunder, (b) be binding upon the Borrower, its successors and assigns, and (c) inure to the benefit of the Lender and its successors, transferees and assigns; *provided* that the Borrower may not assign or otherwise transfer any of its rights or obligations under this Loan Agreement and Note without the prior written consent of the Lender.

11. Counterparts. This Loan Agreement and Note and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Loan Agreement and Note by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. This Loan Agreement and Note constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

12. Electronic Records and Signature. It is agreed by the parties hereto that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, the parties hereto intend that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case might be) to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

IN WITNESS WHEREOF, the Lender and the Borrower have caused this Loan Agreement and Note to be duly executed as of the date set forth below.

LENDER:

MONTAUK RENEWABLES, INC.

By _____
Name:
Title:

BORROWER:

MONTAUK HOLDINGS LIMITED

By _____
Name:
Title:

Dated: _____

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated October 14, 2020, with respect to the consolidated financial statements of Montauk Holdings USA, LLC contained in the Registration Statement and Prospectus. We consent to the use of the aforementioned report in the Registration Statement and Prospectus, and to the use of our name as it appears under the caption “Experts.”

/s/ GRANT THORNTON LLP

Pittsburgh, Pennsylvania
December 31, 2020

Exhibit 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated December 11, 2020, with respect to the financial statements of Montauk Renewables, Inc. contained in the Registration Statement and Prospectus. We consent to the use of the aforementioned report in the Registration Statement and Prospectus, and to the use of our name as it appears under the caption “Experts.”

/s/ GRANT THORNTON LLP

Pittsburgh, Pennsylvania
December 31, 2020