

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **August 28, 2023**

OPAL Fuels Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-40272
(Commission File Number)

98-1578357
(IRS Employer Identification No.)

**One North Lexington Avenue, Suite 1450
White Plains, New York**
(Address of principal executive offices)

10601
(Zip Code)

Registrant's telephone number, including area code: **(914) 705-4000**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A common stock, par value \$0.0001 per share	OPAL	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Landfill gas purchase and sale agreements

On August 28, 2023, a wholly-owned subsidiary of OPAL Fuels Inc. (referred to herein as the “**Company**”) entered into a Landfill Gas Purchase and Sale Agreement and a Lease Agreement (collectively, the “**Kirby Agreements**”) with Waste Management of California, Inc. (“**WM**”). The Kirby Agreements, which are effective as of August 28, 2023, provide the subsidiary with the right to purchase landfill gas (“**LFG**”) from WM’s Kirby Canyon Recycling and Disposal Facility located in Morgan Hill, California, and to build and operate a facility (the “**Kirby Facility**”) on a parcel located on the landfill to process the LFG into renewable natural gas (“**RNG**”). Per the terms and conditions of the Kirby Agreements, WM will receive a lease payment and certain royalties from the sale of RNG produced by the Kirby Facility, including associated environmental credits and attributes associated with the RNG. The terms of the Kirby Agreements are 25 years from the date the Kirby Facility commences operations. The representations, warranties and covenants contained in the Kirby Agreements were made solely for the benefit of the parties to the Kirby Agreements and may be subject to limitations agreed upon by the contracting parties.

On August 28, 2023, a separate, wholly-owned subsidiary of the Company entered into a Landfill Gas Purchase and Sale Agreement and a Lease Agreement (collectively, the “**Guadalupe Agreements**”) with Guadalupe Rubbish Disposal Co., Inc. (“**GRD**”), an affiliate of WM. The Guadalupe Agreements, which are effective as of August 28, 2023, provide the subsidiary with the right to purchase LFG from GRD’s Guadalupe Recycling and Disposal Facility located in San Jose, California, and to build and operate a facility (the “**Guadalupe Facility**”) on a parcel located on the landfill to process the LFG for the production of electricity. Per the terms and conditions of the Guadalupe Agreements, GRD will receive a lease payment and certain royalties from the sale of electricity produced by the Guadalupe Facility, including associated environmental credits and attributes associated with the electricity. The terms of the Guadalupe Agreements are 25 years from the date the Guadalupe Facility commences operations. The representations, warranties and covenants contained in the Guadalupe Agreements were made solely for the benefit of the parties to the Guadalupe Agreements and may be subject to limitations agreed upon by the contracting parties.

The foregoing summaries of the terms of the Kirby Agreements and Guadalupe Agreements are subject to, and qualified in their entirety by, the full text of the Kirby Agreements and Guadalupe Agreements filed hereto as Exhibits 10.1, 10.2, 10.3 and 10.4.

Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the federal securities laws. These forward-looking statements generally are identified by the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “intend,” “strategy,” “future,” “opportunity,” “plan,” “may,” “should,” “will,” “would,” “will be,” “will continue,” “will likely result,” and similar expressions, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements are predictions, projections, and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events to differ materially from the forward-looking statements in this Current Report on Form 8-K, including, but not limited to those described under the section entitled “Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2022, filed on March 29, 2023, as such factors may be updated from time to time in the Company’s periodic filings with the SEC, which are accessible on the SEC’s website at www.sec.gov.

New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this Current Report on Form 8-K may not occur and actual results could differ materially and adversely from those anticipated.

Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and we assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events or otherwise. We do not give any assurance that we will achieve our expectations.

Item 9.01. Financial Statements and Exhibits

Exhibit Number	Description
10.1†#	Landfill Gas Purchase and Sale Agreement, dated August 28, 2023 with Waste Management of California, Inc.
10.2†#	Lease Agreement, dated August 28, 2023 with Waste Management of California, Inc.
10.3†#	Landfill Gas Purchase and Sale Agreement, dated August 28, 2023 with Guadalupe Rubbish Disposal Co., Inc.
10.4†#	Lease Agreement, dated August 28, 2023 with Guadalupe Rubbish Disposal Co., Inc.
104	Cover Page Interactive Data File (embedded within the inline XBRL document).

† Certain of the schedules and exhibits to this exhibit have been omitted pursuant to Regulation S-K Item 601(a)(5). The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon its request.

Certain confidential information contained in this document has been redacted in accordance with Item 601(b)(10)(iv) of Regulation S-K.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 31, 2023

OPAL Fuels Inc.

By: /s/ Ann Anthony

Name: Ann Anthony

Title: Chief Financial Officer

PORTIONS OF INFORMATION CONTAINED IN THIS AGREEMENT HAVE BEEN EXCLUDED FROM THIS AGREEMENT BECAUSE THEY ARE BOTH NOT MATERIAL AND THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. EXCLUDED INFORMATION IS MARKED AS [***] BELOW

LANDFILL GAS PURCHASE AND SALE AGREEMENT

Between

WASTE MANAGEMENT OF CALIFORNIA, INC.

And

KIRBY CANYON RNG, LLC

Dated as of August 28, 2023

LANDFILL GAS PURCHASE AND SALE AGREEMENT

This LANDFILL GAS PURCHASE AND SALE AGREEMENT ("Agreement") is made and dated as of August 28, 2023 ("Effective Date"), between Waste Management of California, Inc. ("Seller"), a California corporation and Kirby Canyon RNG, LLC ("Purchaser"), a Delaware limited liability company.

RECITALS

WHEREAS, Seller owns and operates the Landfill;

WHEREAS, LFG (as defined below) is produced within the Landfill as a by-product of the decomposition of refuse;

WHEREAS, Seller owns a system of wells, pipes, and ancillary equipment at the Landfill in order to collect and extract LFG from the Landfill (the "Collection System");

WHEREAS, Purchaser's Facility (as defined below) will be constructed on a portion of the real property where the Landfill is located, which real property Purchaser intends to lease from Seller or its Affiliate pursuant to a Lease Agreement executed on the Effective Date;

WHEREAS, Purchaser desires to purchase LFG collected by the Collection System to process in Purchaser's Facility; and

WHEREAS, Seller and Purchaser desire to enter into this Agreement for the sale and purchase of LFG collected and extracted from the Landfill for processing at Purchaser's Facility, on the terms and conditions set forth below.

NOW, 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

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the meanings specified below:

"AAA" has the meaning set forth in Section 13.3.3.

"AAA Rules" has the meaning set forth in Section 13.3.3.

"Affiliate" means, of any Person, means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified, provided that notwithstanding anything in this Agreement to the contrary, Seller is not an Affiliate of Purchaser and vice versa. For purposes of this definition, the direct or indirect ownership of over fifty percent (50%) of the outstanding voting securities of an entity, or the right to receive over fifty percent (50%) of the profits or earnings of an entity shall be deemed to constitute control. Such other relationships as in fact results in actual control over the management, business and affairs of an entity, shall also be deemed to constitute control.

"Agreement" means this Landfill Gas Purchase and Sale Agreement, including all Schedules and Attachments attached hereto, and any amendments hereto.

“Applicable Law” means any law (including common law), statute, act, decree, ordinance, rule, directive (to the extent having the force of law), tariff, order, treaty, Permit, code or regulation or any binding interpretation of any of the foregoing, as enacted, issued or promulgated by any Governmental Authority, including all amendments, modifications, extensions, replacements or re-enactments thereof, in each case applicable to and binding upon such Person or any of its properties or to which such Person or any of its property is subject.

“Authorized Representative(s)” means Seller’s Authorized Representative or Purchaser’s Authorized Representative, or both, as the context requires.

“Billing Year” means each calendar year during the Term of this Agreement, except that (a) the first Billing Year shall commence on the Delivery and Purchase Commencement Date and end on the first December 31st following such date and (b) the last Billing Year shall end at the end of the Term, or if applicable, upon the earlier termination of this Agreement.

“Books and Records” has the meaning set forth in Section 5.3.1.

“Business Day” means a Day other than a Saturday, Sunday, or other Day on which banks in Houston, Texas are authorized or required to close.

“Collection Improvement Proposals” has the meaning set forth in Section 4.6.2.

“Collection System” has the meaning set forth in the recitals hereto.

“Condensate” means the liquid resulting from the condensation of water generated from the operation of Purchaser’s Facility.

“Conditions Precedent to Seller’s Delivery Obligations” shall have the meaning specified in Section 3.6.

“Day” means each twenty-four-hour period beginning at 12:01am in the time zone where the Landfill is located.

“Delivery and Purchase Commencement Date” means the period of time commencing upon the achievement of the Conditions Precedent to Seller’s Delivery Obligations, as memorialized in a certificate issued by a duly authorized officer of Purchaser.

“Delivery Point” means the point of interconnection between facilities of the Seller and Purchaser’s Facility.

“Disclosing Party” has the meaning set forth in Section 13.15 of this Agreement.

“Dispute” has the meaning set forth in Section 13.3.1.

“Effective Date” has the meaning set forth in the preamble of this Agreement.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, incentive payments, and allowances of any kind or nature, howsoever entitled, attributable to the environmental and renewable attributes associated with the processing or utilization of LFG and the production of Renewable Natural Gas or any other product, including the production and delivery of Renewable Natural Gas for use as a renewable transportation fuel or for any other purpose intended as renewable energy or for reduction of air emissions of any kind or nature or for any other environmental benefit of any kind or nature, in each case whether now existing or later arising. Environmental Attributes currently include, for example:

(i) renewable energy credits created as a result of generating electricity from a renewable feedstock, (ii) renewable identification numbers or low carbon fuel standard credits, (iii) any avoided emissions of pollutants to the air, soil or water such as methane (CH₄) and other greenhouse gases (GHGs) defined in 40 CFR 98.6 or 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; provided that sulfur oxides (SO_x), nitrogen oxides (NO_x), and carbon monoxide (CO) are expressly excluded from the definition of Environmental Attributes, and (iv) the reporting rights to any of these Environmental Attributes or avoided emissions; (v) Renewable Identification Numbers ("RINs"); and (vi) Low Carbon Fuel Standard or equivalent credits issued by any state ("LCFS").

"Environmental Law" means any Applicable Law which pertains to human health and safety (to the extent related to the handling of, or exposure to, any Hazardous Substance), pollution or protection of the environment or natural resources (including but not limited to soil, land surface or subsurface strata, ambient air, surface water or groundwater), or the use, production, generation, handling, transportation, treatment, testing, recycling, storage, disposal, discharge, release, or cleanup of Hazardous Substances.

"Event of Default" has the meaning set forth in Section 9.1.

"Extension Fee" has the meaning set forth in Section 9.1(h)(ii).

"Force Majeure Event" has the meaning set forth in Section 10.1.

"GAAP" means United States generally accepted accounting principles consistently applied.

"Governmental Authority" means any foreign, federal, state, county, municipal, district, or other local governmental entity, tribal, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority.

"Gross Revenues" means the amount of cash received (net of transaction costs including dispensing fees) by Purchaser in a calendar month arising from the sale of production of RNG from LFG supplied by Seller to Purchaser at Purchaser's Facility, including, without duplication, from (i) the sale by Purchaser of Environmental Attributes associated with RNG produced at Purchaser's Facility, and (ii) the commodity sale of Products produced at Purchaser's Facility.

"Hazardous Substance" means any material, substance or waste that is subject to regulation, investigation, control, or remediation under any Environmental Law, including any material, substance or waste that is defined as a "hazardous material," "hazardous substance," "hazardous waste," "toxic waste" or "toxic substance."

"Indemnified Party" has the meaning set forth in Section 11.2.1.

"Indemnifying Party" has the meaning set forth in Section 11.2.1.

"Independent Engineer" has the meaning set forth in Section 13.3.3.

"Landfill" has the meaning set forth in the Lease Agreement.

"Landfill Operations" has the meaning set forth in Section 2.1.6 of the Lease Agreement.

“Lease Agreement” means that Lease Agreement by and between Purchaser and Seller (or an Affiliate of Seller) pursuant to which Purchaser leases from Seller (or an Affiliate of Seller) the real property where Purchaser’s Facility are or will be located.

“Lender” has the meaning set forth in Section 13.14.

“LFG” or “Landfill Gas” means the gases and their constituents, including methane, carbon dioxide and other gases produced by the decomposition of matter within the Landfill, above the liner on top of which the solid waste is deposited and below the cap covering the solid waste deposited at the Landfill, as such landfill gas may exist from time to time.

“Losses” has the meaning set forth in Section 11.1.1.

“MMBtu” means one million (1,000,000) British Thermal Units.

“Notice” has the meaning set forth in Section 13.1.

“Outside Date” has the meaning set forth in Section 9.1(h).

“Party” shall mean Seller or Purchaser, as applicable, and “Parties” shall mean both Seller and Purchaser.

“Party Representative Negotiations” has the meaning set forth in Section 13.3.1.

“Permit” means all approvals, rulings, certifications, judgments, decrees, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, licenses, filings, tariffs and rates which are required under Applicable Law to be obtained or maintained by either Party in connection with the performance of its obligations pursuant to this Agreement.

“Person” means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or governmental entity or any department or agency thereof.

“Personnel” means, with respect to a Person, the employees, officers, directors, agents, representatives, partners, consultants, engineers, invitees, subcontractors and vendors of (a) such Person, (b) any of its Affiliates, or (c) any of its subcontractors or vendors of any tier.

“Products” means Environmental Attributes, RNG, and diesel, naphtha, wax and other hydrocarbon products produced (directly or indirectly) by Purchaser, Lessee, or their Affiliates from the Recovered Landfill Gas.

“Punitive Damages” has the meaning set forth in Section 13.3.3(f).

“Purchase Obligation” has the meaning set forth in Section 4.1.2.

“Purchaser’s Facility” means all facilities that are engineered, designed, constructed and installed on Seller’s (or its Affiliates’) property by and/or for Purchaser, as approved by Seller pursuant to Section 7.2 of the Lease Agreement.

“Purchaser Persons” has the meaning set forth in Section 11.1.2.

“Purchaser’s Permits” has the meaning set forth in Section 3.3.1.

“Quarterly Reviews” has the meaning set forth in Section 4.6.2.

“Receiving Party” has the meaning set forth in Section 13.15 of this Agreement.

“RNG” or “Renewable Natural Gas” means natural gas processed from Landfill Gas which meets the pipeline quality standards for natural gas for the pipeline into which such Renewable Natural Gas is delivered by Purchaser.

“Royalty” means [***] percent ([***]%) of Gross Revenues received by Purchaser in the applicable calendar month.

“Seller” has the meaning set forth in the preamble of this Agreement.

“Seller Persons” has the meaning set forth in Section 11.1.1.

“Substantial Completion” means (i) the Purchaser’s Facility has been constructed in accordance with the applicable design requirements, except for punch list work which is not necessary to safely run the Purchaser’s Facility, (ii) all pre-operational testing and startup activities, have been performed successfully, and (iii) the Purchaser’s Facility is sufficiently complete such that it can be operated for its intended purpose.

“Taxes” means:

(a) any taxes, customs, duties, charges, fees, levies, penalties or other assessments imposed by any federal, state, local or foreign taxing authority, including, but not limited to, income, gross receipts, windfall profit, severance, real and personal property, production, sales, use, license, excise, franchise, net worth, employment, occupation, payroll, withholding, social security, alternative or add-on minimum, ad valorem, transfer, stamp, or environmental tax, or any other tax, custom, duty, fee (including any franchise fee or similar fee), levy or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax, or additional amount attributable thereto; and

(b) any liability for the payment of amounts with respect to payment of a type described in clause (a), including as a result of being a member of an affiliated, consolidated, combined or unitary group, as a result of succeeding to such liability as a result of merger, conversion or asset transfer or as a result of any obligation under any tax sharing arrangement or tax indemnity agreement.

“Term” means that period of time described in Article II.

“Utility” means the natural gas utility, whether local distribution company or interstate pipeline, to which the RNG produced by Purchaser’s Facility is injected for the delivery to third parties.

Section 1.2 Construction of Certain Terms and Phrases.

1.1.1 All exhibits, annexes, and schedules attached to this Agreement are incorporated herein by this reference and made a part hereof for all purposes. References to sections, exhibits, annexes and schedules are, unless otherwise indicated, references to sections, exhibits, annexes and schedules to this Agreement. References to a section shall mean the referenced section and all sub-sections thereof;

1.1.2 As used in this Agreement and in any certificate or other documents made or delivered pursuant hereto or thereto, financial and accounting terms not defined in this Agreement or in any such certificate or other document, and financial and accounting terms

partly defined in this Agreement or in any such certificate or other document to the extent not defined, will have the respective meanings given to them under GAAP. To the extent that the definitions of financial and accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under GAAP, the definitions contained in this Agreement or in any such certificate or other document will control;

1.1.3 The words “hereof”, “herein”, “hereunder”, and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement unless otherwise specified. The terms “includes” or “including” will mean “including without limitation;”

1.1.4 The definitions contained in this Agreement are applicable to the singular, as well as the plural forms of such terms and to the masculine, as well as to the feminine and neuter genders of such terms;

1.1.5 Unless the context otherwise requires, the capitalized terms used in this Agreement shall have the definitions set forth in this Article I;

1.1.6 Any capitalized term used but not defined in this Agreement shall have the meaning given to such term in the Lease Agreement. Any term not defined in this Article I or elsewhere in this Agreement (including an amendment or exhibit) or in the Lease Agreement that is used in this Agreement, shall have its plain meaning in common English usage provided that words and abbreviations having well-known meaning in the United States LFG production industry shall have those meanings;

1.1.7 Any agreement or instrument defined or referred to herein or in any instrument or certificate delivered in connection herewith means (unless otherwise indicated herein) such agreement or instrument as from time to time amended, amended and restated, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein;

1.1.8 Reference to a Governmental Authority shall include an entity succeeding to its functions;

1.1.9 All documents required to be provided under this Agreement shall be in English;

1.1.10 References to any statute, code or statutory provision are to be construed as a reference to the same as it exists as of the Effective Date, and includes references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

1.1.11 All monetary amounts contained in this Agreement refer to the currency of the United States.

Article II TERM

The Term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of twenty-five (25) years from the first Day of the month following the Delivery and Purchase Commencement Date, unless terminated earlier pursuant to the terms of this Agreement (the “Term”).

Article III
CONSTRUCTION, TESTING AND START-UP OBLIGATIONS

Section 1.1 Cooperation Regarding Construction, Testing and Start-Up Obligations. The Parties shall cooperate in good faith with each other in connection with the construction, testing and startup tasks required to perform the Parties' obligations hereunder.

Section 1.2 Timeline for Construction. An indicative timeline for the completion of the construction, testing and start-up tasks is set forth in Exhibit A.

Section 1.3 Permits.

1.1.1 Purchaser Permits. Except for any (a) Designated WM Permits (as defined in the Lease Agreement), Purchaser shall, at its sole cost take all steps reasonably necessary to obtain and maintain in effect all Permits required in connection with the performance of its obligations hereunder, including without limitation an air Permit pursuant to Regulation 2, Rule 1 (Permits – General Requirements) issued by the BAAQMD (collectively, "Purchaser's Permits").

1.1.2 Cooperation Regarding Permits. Upon request, Seller shall reasonably assist Purchaser in connection with obtaining any Purchaser's Permits with all of Seller's costs related to obtaining such Purchaser's Permits (including, without limitation, Seller's reasonable legal fees and expenses) to be borne by Purchaser;

Section 1.4 Compliance with Laws. During the Term, Purchaser shall comply with all Applicable Laws in the performance of its obligations under this Agreement.

Section 1.5 Design, Construction and Operation of Purchaser's Facility. Purchaser (or its Affiliate) shall design and build Purchaser's Facility in accordance with Sections 7.1 and 7.2 of the Lease Agreement. During the Term, Purchaser shall operate (or cause the operation of) Purchaser's Facility in compliance with all Applicable Laws, authorizations, applicable Purchaser contracts, and Section 7.3 of the Lease Agreement.

Section 1.6 Conditions Precedent to Seller's LFG Delivery Obligations. Seller's obligation to deliver LFG pursuant to Section 4.1.2 of this Agreement is subject to the satisfaction or waiver by Seller of each of the conditions set forth in this Section 3.6 (the "Conditions Precedent to Seller's Delivery Obligations"). Purchaser shall provide reasonable documentation to support each certification provided to Seller as described herein.

1.1.1 Purchaser Permits. Purchaser shall have certified to Seller that all Purchaser Permits have been obtained and are in full force and effect.

1.1.2 Purchaser's Facility. (a) Purchaser has provided Seller with a certificate issued by Purchaser's contractor and accepted by Purchaser stating that Purchaser's Facility achieved Substantial Completion, (b) Purchaser's Facility is able to produce RNG that can be delivered to a Utility, and (c) Purchaser's Facility is able to receive and process LFG delivered by Seller as contemplated by this Agreement.

1.1.3 Rental Payment. Purchaser (or its Affiliate) shall have paid Seller (or its Affiliate) all rental payments required pursuant to Section 6.1(a) of the Lease Agreement.

Article IV
LFG DELIVERY AND PURCHASE OBLIGATIONS

Section 1.1 Purchase and Delivery Obligations.

1.1.1 Prior to Delivery and Purchase Commencement Date. During the period prior to the Delivery and Purchase Commencement Date, Seller shall make available to Purchaser at the Delivery Point and sell to Purchaser all LFG (together with all associated Environmental Attributes) collected from the Landfill up to such amounts required by Purchaser for the purpose of testing the Purchaser's Facility, and subject to Section 4.4, Purchaser shall accept and purchase all LFG (together with all associated Environmental Attributes) delivered to Purchaser at the Delivery Point up to such amounts required by Purchaser for the purpose of testing the Purchaser's Facility.

1.1.2 LFG Delivery and Purchase Obligations. Upon and following the Delivery and Purchase Commencement Date, subject to Sections 4.2 and 4.3, Seller shall make available to Purchaser at the Delivery Point and sell to Purchaser all LFG (together with all associated Environmental Attributes) collected from the Landfill, and subject to Section 4.4, Purchaser shall accept and purchase all LFG (together with all associated Environmental Attributes) delivered to Purchaser at the Delivery Point up to one hundred percent (100%) of the design capacity of Purchaser's Facility (the "Purchase Obligation"). Seller shall have the right at all times to use or consume any quantity of LFG if Seller determines in its sole judgment that such use or consumption is necessary for compliance with Applicable Laws or Permits, without liability to Purchaser even if such use or consumption of LFG reduces the quantity or quality of LFG delivered to Purchaser pursuant to this Agreement.

Section 1.2 Excused LFG Delivery. Seller's delivery and sale obligation shall be excused to the extent prevented due to (a) a Force Majeure Event; (b) an act or omission of Purchaser, or (c) Seller's use, consumption, or destruction of LFG as permitted pursuant to Sections 4.1.2 and 4.4 and if necessary to comply with Applicable Law. Any such interruption or reduction of delivery of LFG shall be discontinued as soon as reasonably practicable.

Section 1.3 Excused Interruption of LFG Acceptance Obligation. If Purchaser fails to accept LFG (a) due to a Force Majeure Event; (b) due to an act or omission of Seller in violation of this Agreement; or (c) methane concentrations of LFG falling below forty-five percent (45%) for more than one Day as averaged over no less than a consecutive twenty-four hour period (as measured using a mutually agreed upon device), then Purchaser's interruption of its acceptance and purchase of LFG shall be excused. Any such interruption in the purchase of LFG or reduction in quantity of LFG purchased shall be discontinued as soon as reasonably practicable.

Section 1.4 Diversion of LFG Not Accepted by Purchaser. Purchaser's Facility shall be designed to divert from the Delivery Point and return to Seller any LFG that Purchaser does not accept. Seller shall have no obligation to Purchaser with respect to any such LFG after diversion of such LFG, and Seller shall be free to destroy, sell, process, consume or take any other action with respect to such LFG that Purchaser does not accept, including using such LFG as fuel to generate electric energy or renewable fuel, without liability or obligation to Purchaser.

Section 1.5 Title to Landfill Gas.

1.1.1 Warranty of Title. Seller represents and warrants that it will have good title to all LFG delivered hereunder, free and clear of liens and encumbrances.

1.1.2 Transfer of Title. Title to, and control and possession of LFG sold and purchased hereunder shall transfer to Purchaser at the Delivery Point free and clear of all liens and encumbrances.

1.1.3 Indemnity. Subject to the provisions of Article XI:

(a) Seller assumes full responsibility and liability for and shall indemnify, and hold harmless Purchaser and any Affiliate of Purchaser and any such Affiliate's and Purchaser's directors, officers, partners, members, shareholders, employees or agents, harmless from and against any and all Losses resulting from and/or caused by the LFG prior to the Delivery Point, except to the extent resulting from Purchaser's negligence, willful misconduct, violation of Applicable Law, or fraud.

(b) Purchaser assumes full responsibility and liability for and shall indemnify, and hold harmless Seller and any Affiliate of Seller and any such Affiliate's and Seller's directors, officers, partners, members, shareholders, employees or agents, harmless from and against any and all Losses resulting from and/or caused by the LFG after the Delivery Point, except to the extent resulting from Seller's gross negligence, willful misconduct, violation of Applicable Law or fraud.

(c) The indemnities set forth in this Section 4.5.3 shall survive the termination or expiration of this Agreement.

Section 1.6 Seller O&M.

1.1.1 Operation of Collection System. Seller shall operate and maintain the Collection System in proper working order and shall be responsible for installation, operation, and compliance of the Collection System with all Applicable Laws and applicable Permits. In the event of damage to the Collection System, Seller shall repair such damage as promptly as practicable.

1.1.2 Improvements to Collection System. Seller shall make improvements to the Collection System as required by Applicable Laws and Permits. Seller and Purchaser shall meet quarterly to review operational, compliance, and performance aspects of the Collection System ("Quarterly Reviews"). During these Quarterly Reviews, Purchaser shall be entitled to present proposals for modifications to the Collection System that are designed to improve the performance of the Purchaser's Facility ("Collection Improvement Proposals") at Purchaser's expense, and that do not impair Seller's ability to operate and maintain the Collection System in compliance with all Applicable Laws and applicable Permits. Seller shall use commercially reasonable efforts to incorporate the Collection Improvement Proposals in its planning for construction or operation and maintenance of the Collection System. Seller shall be responsible for all costs and expenses related to improvements to the Collections System, provided, however, that Purchaser shall promptly reimburse Seller in an amount not to exceed [***] dollars (\$[***]) in the aggregate for reasonable documented expenses related to implementation of Collection Improvement Proposals that were carried out per prior written agreement between Purchaser and Seller.

Section 1.7 Affiliate Sales. Purchaser shall (a) at all times, use commercially reasonable efforts to maximize the value of the LFG, Renewable Natural Gas, Environmental Attributes, and any other Products, and (b) not enter into any contracts for the sale of RNG or Product with any Affiliate of Purchaser except on arm's length terms.

Article V PAYMENT

Section 1.1 Payments.

1.1.1 Up-Front Payment. As a condition precedent to Seller's obligations under this Agreement and as compensation for Seller's preparation of the Landfill and RNG Site (as defined in the Lease Agreement) in connection with this Agreement, Purchaser shall make an initial payment to Seller in the amount of [***] dollars (\$[***]) within ten (10) Days following the Effective Date of this Agreement.

1.1.2 Collection System Improvements Payment. Pursuant to Section 4.6.2, Seller shall promptly invoice Purchaser on an as-incurred basis for all reimbursement owed to Seller for reasonable documented expenses related to the implementation of Collection Improvement Proposals, and Purchaser shall reimburse Seller for all such costs within ten (10) Business Days following its receipt of such invoice.

1.1.3 Royalty Payment. Purchaser shall pay the Royalty to Seller pursuant to the remaining provisions of this Article V.

Section 1.2 Billing and Payment.

1.1.1 Metering and Reporting. Purchaser shall cause its metering devices connected to the Utility to be read on the last Business Day of the month, and shall furnish Seller with a report on or before the fifteenth (15th) Day of the immediately following month. The report shall state the:

- (a) quantity of LFG delivered to Purchaser at the Delivery Point;
- (b) quantity of RNG produced at Purchaser's Facilities;
- (c) the total RNG delivered from Purchaser's Facility to the Utility (in MMBtus based on the high heat value of the RNG) during the immediately preceding month and for the year-to-date, updated each month to show cumulative MMBtus delivered and Gross Revenues for which Seller has been previously compensated; and
- (d) all Environmental Attributes produced, earned, or otherwise generated as a result of the production or sale of RNG from Purchaser's Facility during the immediately preceding month, the financial compensation associated with RNG produced and/or sold for each month as well as a then current inventory report showing the following Environmental Attributes categories: (i) generated, (ii) sold, and (iii) remaining on deposit. Such inventory report shall be updated each month. The report shall include sufficient detail as to all forms of economic consideration received by Purchaser from Purchaser's sale of RNG, RINs, LCFS, and all other Environmental Attributes and Products, including, without limitation, all supporting documentation which may be requested by Seller to support such numbers. The Parties acknowledge and agree that Purchaser shall sell the Environmental Attributes in its discretion, but, in any event, such sale shall occur no later than one hundred and eighty (180) Days following the generation of such Environmental Attributes.

1.1.2 Payment. The report shall be accompanied by payment of the Royalty, as applicable, due to Seller for the applicable month, and all other fees or payments due under this Agreement.

1.1.3 Late Payment. Any payment not timely made by Purchaser under this Agreement shall accrue late interest at the lesser of (a) two and one-half percent (2.5%) per month, and (b) the highest rate permitted by law from the date due until such amounts are paid.

Section 1.3 Errors in Billing.

1.1.1 Books and Records. Purchaser shall keep full and detailed books, logs, records, daily reports, accounts, schedules, payroll records, receipts, statements, electronic files, correspondence and any other pertinent documents as may be required under Applicable Law in connection with this Agreement, and as necessary to fully and accurately document, evidence, and justify each element of the Royalty and all variables used to calculate the same and validate the total amount of LFG delivered and Products generated ("Books and Records"). Purchaser shall maintain all such Books and Records in accordance with GAAP and shall retain all such Books and Records for a minimum period of six years after payment of the applicable Royalty payment to which they relate, or such greater period of time as may be required under Applicable Law.

1.1.2 Audits. Upon reasonable notice, Seller and any of its representatives or invitees may audit or have audited Purchaser's Books and Records. When requested by Seller, Purchaser shall provide the auditors and Seller's representatives with reasonable access to, and reasonably requested copies of, any and all Books and Records.

1.1.3 Errors in Billing. If either Party hereto shall find 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 within twelve (12) months of the billing error. In such case, a Party owing an amount to the other Party due to the error shall pay the amount owed no later than thirty (30) Days after the Parties agree in good faith on the error and related amount owed.

Article VI
OPERATIONS AND MAINTENANCE

Section 1.1 Applicability of Article VI. Purchaser shall provide or arrange for all necessary maintenance, repairs and replacements for Purchaser's Facility in accordance with the terms of the Lease Agreement, and this Article VI.

Section 1.2 Control of Negative Pressure. For periods where Purchaser's Facility is accepting LFG hereunder, Seller shall advise Purchaser of the negative pressure at which Purchaser's Facility should operate. If Seller determines that Purchaser's Facility are creating negative pressure at the Delivery Point that may adversely affect Seller's compliance with this Agreement and Applicable Laws, Seller shall so notify Purchaser and Purchaser shall within twelve (12) hours, adjust the pressure to meet Seller's requirements. The Parties agree that the first priority and primary goal in setting the operating pressure of Purchaser's Facility is the maintenance of compliance with Applicable Law including without limitation the prevention of nuisance odors.

Section 1.3 Interruptions in Delivery or Purchase of Landfill Gas; No Warranty.

1.1.1 Notice of Interruption of Delivery or Purchase of Landfill Gas. Each Party shall immediately contact the other Party verbally, followed promptly with Notice in writing, in the event of any unanticipated interruption in the delivery or purchase of LFG hereunder.

1.1.2 Scheduled Outages. The Parties shall coordinate their scheduled outages and each Party shall provide written Notice to the other Party of a scheduled outage at least

seven (7) Days in advance of the planned commencement of the outage when possible or otherwise at the earliest possible time before the outage commences; provided that scheduled outages may not exceed twenty-four (24) Days in the aggregate in any twelve month period for Purchaser.

Section 1.4 Disclaimer of Warranty as to LFG Quality. Except as provided expressly herein or in the Lease Agreement, Seller makes no warranties with respect to the LFG, including without limitation any warranties of merchantability or fitness for a particular purpose, or any warranty as to the composition of the LFG.

Section 1.5 Condensate Disposal. All Condensate generated by the Purchaser's Facility in connection with the production of RNG shall be disposed of by Purchaser at Purchaser's sole cost and in accordance with Applicable Laws, unless otherwise agreed in writing between Purchaser and Seller.

Section 1.6 Meters. At no cost to Seller, Purchaser shall, at its own expense, install metering devices at a location at or near the Delivery Point, and shall operate, calibrate, and maintain (or cause the operation, calibration and maintenance of) the metering devices in accurate working order. The metering devices shall measure the volume and heating value of the LFG delivered to Purchaser and the RNG produced by Purchaser's Facility. Seller shall have access to the metering equipment at all reasonable times and shall be provided with electronic meter readings on a continuous basis.

1.1.1 Meter Tests. At Purchaser's expense, Purchaser shall keep its metering equipment accurate and in good working order, making such periodic tests as Purchaser deems necessary, but at least once during each Billing Year. Purchaser's meters shall be maintained and calibrated in accordance with the manufacturer's specifications at least once during each Billing Year. Purchaser shall give Seller reasonable advance Notice of any meter test or calibration so that Seller may have its representatives present. Seller may, upon reasonable advance written notice, request a special test of the metering equipment at any time. The expense of such special test shall be paid by Seller if the equipment is found to be inaccurate by less than the manufacturer's stated accuracy. If, upon any test, the equipment is found to be so inaccurate that it affects the measurement accuracy by the manufacturer's stated accuracy or more, the cost of the meter test shall be paid by Purchaser and meter readings shall be corrected for a period extending back to the date on which such inaccuracy first occurred, if that date can be reasonably determined. If that date cannot be reasonably determined, corrections shall be made for the time period agreed upon by the Parties.

1.1.2 Meter Out of Service. If Purchaser's metering equipment is out of service or out of repair so that the amount of LFG delivered by Seller cannot be determined or corrected, the Parties shall estimate the amount of LFG delivered by Seller during any period when the metering equipment is out of service or out of repair based on deliveries under similar conditions during earlier periods when the metering equipment was registering properly. Notwithstanding the above, if Seller installs metering equipment reasonably acceptable to Purchaser and tests, repairs and maintains such metering equipment in a manner that is comparable to the manner in which Purchaser repairs and maintains its metering equipment, then Seller's metering equipment shall be used to measure the quantity of LFG delivered during periods when Purchaser's metering equipment is out of service.

1.1.3 Seller's Operation. Purchaser's performance of its obligations pursuant to this Agreement shall at all times be subordinate to Seller's and its Affiliates operation of the Landfill. At all times during the Term, Seller and its Affiliates shall have the right to conduct Landfill Operations as Seller and its Affiliates deem necessary or desirable in their sole

judgment, in accordance with, and pursuant to the terms of, the Lease Agreement and Applicable Law.

Article VII TAXES

Seller shall pay or cause to be paid all Taxes and assessments imposed on Seller with respect to the sale of LFG, the Royalty payments, and the ownership of the Landfill and related facilities. Purchaser shall pay or cause to be paid all Taxes and assessments imposed upon Purchaser with respect to the purchase of LFG, sale of RNG, and the ownership of Purchaser's Facility and all Taxes that Purchaser is required to pay pursuant to the Lease Agreement.

Article VIII REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of Both Parties. Each Party represents and warrants to the other Party that the following statements are true and correct as of the Effective Date:

(a) there are no pending or, to such Party's knowledge, threatened claims, disputes, governmental investigations, suits, actions (including non-judicial real or personal property foreclosure actions), arbitrations, legal, administrative or other proceedings of any nature, domestic or foreign, criminal or civil, at law or in equity, by or against such Party that challenge the enforceability of this Agreement or the ability of such Party to consummate the transactions contemplated hereby.

(b) (i) Purchaser is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, lease, and operate its business as currently conducted in the State of California, with full legal right, power and authority to enter into and to perform its obligations hereunder and (ii) Seller is a corporation, duly formed, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to own, lease, and operate its business as currently conducted in the State of California, with full legal right, power and authority to enter into and to perform its obligations hereunder;

(c) it has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and this Agreement constitutes the legal, valid and binding agreement of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(d) no approval, authorization, order, consent, declaration, registration or filing with any Governmental Authority is required for the valid execution and delivery of this Agreement by such Party, except such as have been duly obtained or made. Such Party has all the rights required to enter into this Agreement and perform its obligations hereunder without the consent of any third party that has not been obtained and is in effect as of the date hereof; and

(e) neither the execution, delivery and performance of this Agreement nor the consummation by such Party of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of the organizational documents of such

Party, or (ii) conflict with, result in any violation or breach of, constitute a default under, require any notice or consent under, result in the creation of any lien on such Party's assets, or create any right of termination, under the conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which such Party is a party;

Section 1.2 Covenants of Both Parties. Each Party covenants to the other that during the Term of this Agreement it will:

(a) comply in all material respects at all times with all Applicable Laws necessary for its performance under this Agreement; and

(b) give all required Notices, and procure, maintain, and comply with, in all material respects, all applicable Permits necessary for the performance of its obligations under this Agreement, and pay all charges and fees in connection therewith.

Article IX EVENTS OF DEFAULT AND REMEDIES

Section 1.1 Events of Default. Each of the following occurrences shall constitute an "Event of Default" hereunder:

(a) A Party fails to make when due any payment required under this Agreement, and such failure is not cured within ten (10) Days after receipt of Notice from the other Party of such failure;

(b) Except for an Event of Default described in Section 9.1(a), the failure of a Party to perform any material covenant or obligation set forth in this Agreement, if such failure is not remedied within thirty (30) Days after receipt of Notice from the other Party of such failure, which Notice sets forth in reasonable detail the nature of the failure; provided however, that if the failure is not reasonably capable of being cured within the thirty (30) Day cure period specified above, but is curable, the Party that has failed to perform will have such additional time as is reasonably necessary to cure the failure (but in no event longer than one hundred eighty (180) Days), so long as such Party promptly commences and diligently pursues the cure; provided, further, that an Event of Default shall occur immediately to the extent any such failure cannot be cured;

(c) Any representation or warranty made by a Party in Section 8.1 of this Agreement shall have been false in any material respect when made unless such Party cures the misrepresentation or breach of warranty within thirty (30) Days after discovery by such Party or receipt of Notice from the other Party of the misrepresentation or breach of warranty;

(d) A Party (i) admits in writing its inability to pay its debts generally as they become due, (ii) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other Applicable Laws of the United States of America or any State, district or territory thereof, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver of the whole or any substantial part of its assets; (v) has a petition in bankruptcy filed against it, and such petition is not dismissed within sixty (60) Days after the filing thereof, (vi) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of its assets, and such order, judgment or decree is not vacated or set aside or stayed within sixty (60) Days from the date of entry thereof, or (vii) under the provisions of any other law for the relief or aid of debtors, any court of

competent jurisdiction shall assume custody or control of the whole or any substantial part of its assets and such custody or control is not terminated or stayed within sixty (60) Days from the date of assumption of such custody or control;

(e) A Party causes an 'Event of Default' under the Lease Agreement and the non-defaulting Party exercises its mature right to terminate the Lease Agreement due to such 'Event of Default';

(f) After achieving Substantial Completion, Purchaser's Facilities are not commercially operational (for reasons other than a Force Majeure Event, scheduled outages, or as otherwise agreed in writing by the Parties) for a period of sixty (60) or more Days (in the aggregate) during any 365-Day period; provided that Purchaser may cure such default by paying the monthly Extension Fee (as defined below).

(g) Purchaser's Facilities are commercially operational, but Purchaser fails to purchase the Purchase Obligation (for reasons other than a Force Majeure Event, scheduled outages, or as otherwise agreed in writing by the Parties) for a period of thirty (30) or more Days (in the aggregate) during any 365-Day period; or

(h) If the Delivery and Purchase Commencement Date does not occur within three (3) years following the Effective Date (the "Outside Date"); provided that:

(i) the Parties agree that the Outside Date shall be extended on a Day- for-Day basis for each Day of delay caused by, (i) a Force Majeure Event (provided that in no event shall such extension exceed one hundred and eighty (180) Days in the aggregate without the consent of Seller, not to be unreasonably withheld if the Force Majeure Event extends beyond such one hundred and eighty (180) Day period), or (ii) any failure of Seller to perform obligations or satisfy conditions required under this Agreement or the Lease Agreement.

(ii) Purchaser may extend the Delivery and Purchase Commencement Date for purposes of avoiding the termination of this Agreement for a period up to twelve (12) months if it is diligently continuing its efforts to develop Purchaser's Facility. After the twelve (12) month period, Purchaser may extend the Delivery and Purchase Commencement Date for purposes of avoiding termination of this Agreement for a period up to twenty four (24) months by paying a fee to Seller equal to \$[***] per month (the "Extension Fee"). For the avoidance of doubt, the Extension Fee is paid by Purchaser to Seller to extend Purchaser's rights under this Agreement (and to delay Seller having a right to terminate this Agreement) and is not, and shall not be deemed to be, a penalty on Purchaser or damages incurred (liquidated or otherwise) by Seller and are to only be considered as compensation paid to Seller to preserve Purchaser's rights to the LFG from the Landfill.

Section 1.2 Remedies. Upon the occurrence of, and during the continuation of, an Event of Default that is not cured during any applicable cure period and for which this Agreement does not provide a specific or sole remedy, the non-defaulting Party may terminate this Agreement by Notice to the other Party, designating the date of termination and delivered to the defaulting Party no less than twenty (20) Days before such termination date. Upon the occurrence of an Event of Default, the non-defaulting Party may, in addition to the termination right described above and without regard to whether the non-defaulting Party terminates this Agreement, pursue all available remedies at law or in equity, subject to Section 9.3. The termination right pursuant to this Section 9.2 is in addition to any other termination rights

provided elsewhere in this Agreement. Without limitation of the foregoing, each Party acknowledges that in the event of a breach or default or potential breach or default by the other Party of this Agreement, the non-defaulting Party may be irreparably harmed and that monetary damages hereunder may be an insufficient remedy for such harm, and in such event, non-defaulting Party may seek any and all available equitable remedies, including injunctive relief and specific performance, in respect of such breach or potential breach.

Section 1.3 Limitation on Damages.

1.1.1 LIMITATION OF LIABILITY. THE MAXIMUM LIABILITY FROM ONE PARTY TO ANOTHER IN ANY YEAR SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND WILL, IN NO EVENT, WHEN TAKEN TOGETHER WITH SUCH PARTY'S LIABILITY UNDER THE LEASE AGREEMENT, EXCEED THREE MILLION DOLLARS (\$3,000,000); PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (I) ACTS OF WILLFUL MISCONDUCT OR FRAUD, (II) VIOLATIONS OF APPLICABLE LAW, (III) ANY AMOUNTS RECEIVED BY SUCH PARTY PURSUANT TO INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY SUCH PARTY PURSUANT TO THIS AGREEMENT, THE LEASE AGREEMENT, OR OTHERWISE APPLICABLE TO THE PURCHASER'S FACILITIES OR THE LANDFILL, OR (IV) INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS SET FORTH IN THIS AGREEMENT.

1.1.2 WAIVER OF CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY WAIVES ANY CLAIM TO, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, DOWN TIME COSTS, LOSS OF OPPORTUNITY, LOSS OF TAX CREDITS, AND LOSS OF GOODWILL; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE CONSTRUED AS LIMITING AN OBLIGATION OF A PARTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AGAINST CLAIMS ASSERTED BY THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, THIRD PARTY CLAIMS FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. FOR PURPOSES OF THIS AGREEMENT, THE TERM "THIRD PARTY" EXCLUDES A PARTY'S AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, LENDERS, SUCCESSORS AND ASSIGNS. If a Party terminates this Agreement due to the other Party's Event of Default, all sums due hereunder shall be paid no later than thirty (30) Days following the date of termination.

Section 1.4 Double Recovery; Proper Assertion of Claims. Notwithstanding the fact that a Party may have the right to seek indemnification under or with respect to more than one provision of this Agreement or any other agreement entered into in connection herewith, in respect of any fact, event, condition or circumstance, neither Party shall be entitled to recover the amount of any losses suffered by such Party more than once under all such agreements in respect of such fact, event, condition or circumstance, and an Indemnifying Party shall not be liable for indemnification to the extent the Indemnified Party has otherwise been fully compensated for such losses; further, each Party hereby agrees to bring any claims for indemnification or losses under the agreement most closely related to the events giving rise to such claim for indemnification or loss.

Article X
FORCE MAJEURE

Section 1.1 Definition. As used in this Agreement any acts, events, or occurrences that are reasonably unforeseeable and not caused by the negligence or willful misconduct of the

affected Party or any of its Personnel and are beyond the reasonable control of such Party or any of its Personnel may be considered Force Majeure Events. Depending upon the facts and circumstances, a “Force Majeure Event” as employed in this Agreement may include, without limitation: acts of God; strikes, lockouts or industrial disputes or disturbances of a nationwide or regional nature not specific to the Party claiming a Force Majeure Event; civil disturbances, arrests or restraint from rulers or people; acts of the public enemy, wars, riots, blockades or insurrections; pandemics, epidemics, lightning, earthquakes, fire, unusually severe weather, floods or explosions, governmental or judicial action or inaction, for reasons beyond either Party’s reasonable control, revoking, suspending, or preventing issuance of any licenses or Permits required for operation of the Landfill or Purchaser’s Facility; provided, however, that an economic downturn, or economic hardship suffered by a Party will not be deemed hereunder to be a Force Majeure Event.

Section 1.2 Excused Performance. A Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except the obligation to make payments previously due in a timely manner for liabilities actually incurred, if and to the extent that its failure of, or delay in, performance is caused by a Force Majeure Event; provided that a Party is not excused as a result of such occurrence from any obligations of such Party which arose before the occurrence causing the suspension of performance. To be entitled to the foregoing relief, the Party claiming excuse by reason of a Force Majeure Event must:

- (a) give the other Party prompt Notice describing the particulars of the Force Majeure Event as soon as the Party claiming excuse by reason of a Force Majeure Event knows of the occurrence of such event.
- (b) suspend performance only to the extent and for the duration that is reasonably required by the Force Majeure Event;
- (c) use commercially reasonable efforts to overcome or mitigate the effects of such occurrence; and
- (d) promptly resume performance hereunder when such Party can resume performance of its obligations under this Agreement, and shall give the other Party Notice to that effect.

Section 1.3 Settlement of Strikes. Nothing in this Article X shall be construed to require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to such Party’s interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be entirely within the discretion of the Party experiencing such action.

Section 1.4 Burden of Proof. If the Parties are unable in good faith to agree that a Force Majeure Event has occurred, the Party claiming a Force Majeure Event shall have the burden of proof as to whether such event constitutes a Force Majeure Event and is responsible for a failure or delay of the performance of its obligations.

Article XI INDEMNITY AND INSURANCE

Section 1.1 Indemnification.

1.1.1 Purchaser Indemnity. Purchaser shall indemnify, hold harmless and, subject to Section 11.2, defend Seller and its Affiliates and their respective stockholders, partners, members, managers, directors, officers, employees, agents, invitees and independent

contractors, and their respective successors and assigns (“Seller Persons”), from and against any and all costs, claims, liabilities, penalties, fines, damages, expenses, causes of action, suits, or judgments, including, reasonable attorneys’ fees and all court costs and experts’ fees (collectively, “Losses”), actually incurred or paid by a Seller Person (including in connection with the claims of third parties for injury to persons or damage to property or any proceeding by a Governmental Authority) to the extent caused by or arising from:

(a) any breach by Purchaser of the representations and warranties set forth herein or in the performance of the duties and obligations of Purchaser under this Agreement or the Lease Agreement;

(b) Purchaser’s use, occupancy, conduct, operation, alteration, maintenance, repair, replacement, or management of Purchaser’s Facility or the Landfill in violation of Applicable Laws;

(c) any willful misconduct or negligent or grossly negligent act or omission of Purchaser or its Affiliate, representative or agent;

(d) any Hazardous Substance contamination or other environmental condition, including clean-up actions or remediation work resulting therefrom, at the Landfill, whether now known or hereafter discovered and caused by Purchaser or its Affiliate, representative or agent; or

(e) any and all claims, directly or indirectly arising out of or related to, Purchaser’s purchase or processing of the LFG delivered to Purchaser after the Delivery Point under this Agreement, and any and all claims arising in connection with damage to property, including without limitation damage to Purchaser’s Facility or the Landfill, or injury of or death to persons resulting from the presence of any component within such RNG, or otherwise arising in connection with such RNG.

1.1.2 Seller Indemnity. Seller shall indemnify, hold harmless and, subject to Section 11.2, defend Purchaser and its Affiliates and their respective stockholders, partners, members, managers, directors, officers, employees, agents, invitees and independent contractors, and their respective successors and assigns (“Purchaser Persons”), from and against any and all Losses, actually incurred or paid by a Purchaser Person (including in connection with the claims of third parties for injury to persons or damage to property or any proceeding by a Governmental Authority) to the extent caused by or arising from:

(a) any breach by Seller of the representations and warranties set forth herein or in the performance of the duties and obligations of Seller under this Agreement or the Lease Agreement;

(b) Seller’s conduct, operation, alteration, maintenance, repair, replacement, or management of the Landfill in violation of Applicable Laws;

(c) any willful misconduct or negligent or grossly negligent act or omission of Seller or its Affiliate, representative or agent;

(d) any Hazardous Substance contamination or other environmental condition, including clean-up actions or remediation work resulting therefrom, at the Landfill, whether now known or hereafter discovered, caused by Seller or its Affiliate, representative or agent; or

(e) any and all claims, directly or indirectly arising out of or related to, the collection and delivery of LFG prior to and at the Delivery Point, and any and all claims arising in connection with damage to property, including without limitation damage to Purchaser's Facility or the Landfill, or injury of or death to persons resulting from the presence of any component within such LFG, or otherwise arising in connection with such LFG.

Section 1.2 Notice and Defense of Claims.

1.1.1 Notice of Indemnification. Whenever a claim shall arise for indemnification hereunder or upon learning of facts which a Seller Person believes may give rise to a claim for indemnification, a Seller Person (the "Indemnified Party") shall give prompt written Notice to Purchaser (the "Indemnifying Party") of the claim for indemnification and the facts, in reasonable detail, constituting the basis for such claim; provided that failure of an Indemnified Party to give prompt written Notice of any claim shall not release, waive or otherwise affect an Indemnifying Party's obligations with respect thereto except to the extent that the Indemnifying Party is adversely affected in its ability to defend against such claim or is otherwise prejudiced thereby.

1.1.2 Indemnification Process. The obligations and liabilities of an Indemnifying Party to an Indemnified Party under this Article XI with respect to claims resulting from the assertion of liability by those not party to this Agreement (including claims of Governmental Authorities for penalties, fines and assessments) shall be subject to the following conditions:

(a) The Indemnified Party shall give prompt written Notice to the Indemnifying Party of the nature of the assertion of Losses by a third party and the amount thereof to the extent known; provided that failure of an Indemnified Party to give prompt written Notice of any claim shall not release, waive or otherwise affect an Indemnifying Party's obligations with respect thereto except to the extent that the Indemnifying Party is adversely affected in its ability to defend against such claim or is otherwise prejudiced thereby.

(b) The Indemnifying Party shall be entitled to participate in or, at its option, assume the defense, appeal or settlement of such claim. Such defense, appeal or settlement shall be conducted through counsel selected by the Indemnifying Party. The Indemnifying Party shall not be entitled to assume control of such defense and shall pay the reasonable fees and expenses of counsel retained by the Indemnified Party if (A) the claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (B) the Indemnified Party reasonably believes an adverse determination with respect to the claim or giving rise to such claim for indemnification would be detrimental to or injure the Indemnified Party's reputation or future business prospects; (C) the claim seeks an injunction or equitable relief against the Indemnified Party; or (D) upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such claim.

(c) In any claim initiated by a third party and defended by the Indemnifying Party (A) the Indemnified Party shall have the right to be represented by advisory counsel and accountants at its own expense, (B) the Indemnifying Party shall keep the Indemnified Party fully informed as to the status of such claim at all stages thereof, whether or not the Indemnified Party is represented by its own counsel, (C) the Indemnifying Party shall make available to the Indemnified Party, and its attorneys, accountants and other representatives, all books and records of the Indemnifying Party

relating to such claim and (D) the Parties shall render to each other such assistance as may be reasonably required in order to ensure the proper and adequate defense of such claim.

(d) No third party claim may be compromised or settled by the Indemnifying Party without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed) unless (A) there is no finding or admission of any violation of Applicable Law by the Indemnified Party, and no effect on any other claims that may be raised by the Indemnified Party, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party. Similarly, no third-party claim may be settled by the Indemnified Party without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 1.3 Survival. Notwithstanding any other provisions in this Agreement, all provisions of this Article XI shall survive expiration or termination of this Agreement by default or otherwise.

Section 1.4 Insurance. Purchaser shall maintain in effect the insurance coverage required by the Lease Agreement. Purchaser's insurance coverage and the limitations thereunder shall in no way limit the indemnity obligations set forth in this Agreement; provided that, to the extent an insurable claim arises, the Parties agree to first pursue recovery under such insurance coverage before seeking indemnification from the other Party. For the avoidance of doubt, a Party's deductible under its respective insurance policies constitutes Losses for which it may seek indemnification from the Indemnifying Party (to the extent permitted by this Article XI).

Article XII ASSIGNMENT

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns (including by operation of law), but, except as permitted in Section 13.14 below, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Purchaser without the prior written consent of Seller (to be granted in Seller's sole discretion), provided that Seller may make such an assignment without Purchaser's consent to (a) a successor to substantially all of Seller's business, whether in a merger, sale of stock, sale of assets or other transaction, and (b) an Affiliate of Seller. Any purported assignment or delegation in violation of this Section shall be null and void.

Article XIII MISCELLANEOUS

Section 1.1 Notices. All notices, reports, certifications, or other documentation, and other communications hereunder shall be in writing and shall be deemed given when received if delivered personally or by facsimile transmission with completed transmission acknowledgment or by electronic mail, or when delivered if mailed by overnight delivery via a nationally recognized courier or registered or certified first class mail (return receipt requested), postage prepaid, to the recipient Party at its below address (or at such other address or facsimile number for a Party as shall be specified by like notice (each a "Notice"); provided, however, that notices of a change of address shall be effective only upon receipt thereof and that any notice provided by electronic mail will be followed promptly by another form of notice consistent with this Section 13.1 and will be effective when such follow-up notice is deemed effective):

If to Purchaser: Kirby Canyon RNG, LLC
One North Lexington Avenue
Suite 1450
White Plains, New York 10601
Attn: Chief Operating Officer
Email: [***]

with a copy to: OPAL Fuels LLC
One North Lexington Avenue
Suite 1450
White Plains, New York 10601
Attn: Office of General Counsel
Email: [***]

If to Seller: Waste Management of California, Inc.
PO Box 1870
Morgan Hill, California 95038
Attn: [***]
Email: [***]

with a copy to: WM Renewable Energy, L.L.C.
800 Capitol, Suite 3000
Houston, Texas 77002
Attn: Vice President of Renewable Energy
Email: [***]

and: Waste Management Legal
800 Capitol, Suite 3000
Houston, Texas 77002
Attn: General Counsel
Email: [***]

and: WM Corporate Real Estate
720 Butterfield Road
Lombard, IL 60148
Attention: VP of Real Estate

Each Party may designate a different address for notices by Notice given as provided above.

Section 1.2 Governing Law, Jurisdiction, Venue.

1.1.1 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW OR OTHER PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

1.1.2 THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE NON- EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS IN HOUSTON, TEXAS AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS WITH RESPECT TO THE ENFORCEMENT OF ANY AWARD PURSUANT TO SECTION 13.3, OR ANY SUIT, ACTION OR PROCEEDING, INCLUDING AN ACTION FOR AN ORDER OF INTERIM, PROVISIONAL OR

CONSERVATORY MEASURES TO MAINTAIN THE STATUS QUO AND PREVENT IRREPARABLE HARM, AND THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OR DEFENSE THAT THE FORUM IS INCONVENIENT WITH RESPECT TO ANY SUCH SUIT, ACTION OR PROCEEDING FOR SUCH. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO ANY SUCH DISPUTE AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 1.3 Dispute Resolution.

1.1.1 Notice of Dispute. Subject to Section 13.3.3, and except as provided in Article XI, in the event a dispute, controversy or claim (a "Dispute") arises hereunder, including any claim whether in contract, tort (including negligence), strict product liability or otherwise, the aggrieved Party will promptly provide Notice of the Dispute to the other Party within ten (10) Days after such dispute arises. Thereafter, a meeting shall be held promptly between the Parties, attended by representatives of the Parties with decision-making authority regarding the Dispute, to attempt in good faith to negotiate a resolution of the Dispute ("Party Representative Negotiations"). If the Parties are not successful in resolving a Dispute through Party Representative Negotiations within twenty-one (21) Days of such meeting, then, subject to the limitations on remedies set forth in Section 9.2, either Party may seek to proceed as set forth in this Section 13.3.

1.1.2 Technical Disputes. If such Dispute arises primarily from technical issues in respect of the operation and/or maintenance of Purchaser's Facility or if the Parties agree to submit a Dispute to an Independent Engineer pursuant to this Section 13.3.2, the Parties shall, within ten (10) Business Days following the expiration of Party Representative Negotiations, appoint an independent and unaffiliated third party, reasonably acceptable to both Parties, who has nationally recognized expertise in the area of dispute and that has not: (a) provided technical, financial or engineering assistance to a Party or any of its Affiliates, of a material nature within the thirty-six (36) months immediately preceding the date of the Notice of Dispute; or (b) earned revenue from a Party or any of its Affiliates that exceed five percent (5%) of the Independent Engineer's annual review in any of the five (5) calendar years preceding the date of the Notice of Dispute (the "Independent Engineer"). If the Parties are unable to agree on an Independent Engineer within such ten (10) Business Day period, then each of the Seller and Purchaser respectively shall within a further ten (10) Business Days give notice to the other Party of its Independent Engineer and the Independent Engineers selected by the Parties shall as soon as possible thereafter, appoint a third Independent Engineer who shall act as the Independent Engineer. Alternatively, the Parties may agree at any time during the Term as to the identity of the Independent Engineer(s) to which disputes submitted for resolution pursuant to this Section 13.3.2 shall be submitted for determination. The dispute described in the applicable notice shall be submitted to the Independent Engineer selected in the manner herein provided for determination, and the decision of the Independent Engineer shall be final and binding on the Parties.

1.1.3 Ordinary Disputes. If the Dispute cannot be settled through Party Representative Negotiations and does not arise primarily from technical issues in respect of the operation and/or maintenance of Purchaser's Facility, or the Parties otherwise agree to not submit such Dispute to an Independent Engineer for resolution, the Parties agree to endeavor to settle the Dispute within ten (10) Business Days by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that any unresolved Dispute shall be determined by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules

(“AAA Rules”) and that judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(a) If the Dispute is not resolved by AAA mediation as set forth above, such Dispute shall be heard by a panel of three (3) arbitrators. Within ten (10) Business Days after the commencement of arbitration, each Party shall select one person to act as an arbitrator and the two selected arbitrators shall select a third arbitrator within five (5) Business Days of the appointment of the last designated arbitrator. Each person selected shall have at least ten (10) years of demonstrable experience in litigation or dispute resolution in the construction and/or waste disposal industry in order to serve as an arbitrator. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected pursuant to Rule 12 of the AAA Rules in effect as of the Effective Date of this Agreement.

(b) The place of arbitration shall be Houston, Texas.

(c) All Disputes when initially brought to arbitration shall set forth the amount of damages sought. If the amount in the Dispute is less than one million dollars (\$1,000,000) there shall be no discovery other than the exchange of documents. If the amount in the Dispute is one million dollars (\$1,000,000) or greater, discovery shall consist of no more than five (5) depositions for a total time not to exceed of thirty (30) hours.

(d) Hearings will take place pursuant to the standard procedures of the AAA Rules that contemplate in-person hearings. The standard provisions of the AAA Rules shall apply.

(e) The award shall be made within six (6) months of the filing of the notice of intention to arbitrate, and the arbitrators shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrators for good cause shown, or by mutual agreement of the Parties.

(f) The Parties hereby agree that the arbitrators shall have no authority to award punitive damages, exemplary damages, moral damages, treble damages, or any other penalty or punitive type of damages (“Punitive Damages”), regardless of whether such damages may be available under law. The Parties hereby waive to the fullest extent permitted by law, their right, if any, to recover such Punitive Damages.

(g) Each Party shall bear its own costs, expenses, and fees incurred in connection with the arbitration, as well as an equal share of the arbitrators’ and administrative fees of arbitration. Except as may be required by law or to enter judgment on an award rendered by the arbitrators, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

The provisions of this Section 13.3 shall survive the termination or expiration of this Agreement.

Section 1.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, portable document format or other electronic means (including services such as DocuSign) will be considered original signatures, and each Party shall thereafter promptly deliver original signatures to the other Party.

Section 1.5 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but any such waiver of such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith.

Section 1.6 No Third Party Beneficiaries. Except as otherwise specified herein, (a) nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person that is not a Party, (b) no Person that is not a Party shall have any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the services to be provided hereunder.

Section 1.7 Interpretation. The article, section and schedule headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

Section 1.8 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

Section 1.9 Entire Agreement. This Agreement combined with the Lease Agreement, including the recitals hereto and all schedules, attachments or exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof, which supersedes all previous written and oral negotiations, commitments, proposals and writings. This Agreement may be amended modified or supplemented only by written agreement of Purchaser and Seller. To the extent that there is any conflict between the provisions of the body of this Agreement and the provisions of any schedule, attachment or exhibit attached hereto, the body of this Agreement shall control.

Section 1.10 Construction of Agreement. The terms and provisions of this Agreement represent the results of negotiations between Purchaser and Seller, each of which has been represented by counsel of its own choosing, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and Purchaser and Seller hereby waive the application in connection with the interpretation and construction of this Agreement of any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed draft or any earlier draft of this Agreement.

Section 1.11 Further Assurances. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement.

Section 1.12 Emergency Contact. Each Party shall make available by phone twenty-four (24) hours per Day, seven (7) Days per week, an individual or individuals whom the other Party may contact in the event of an emergency or any other situation requiring immediate

communication between the Parties, including, but not limit to, the need to interrupt or re-start the flow of LFG.

Section 1.13 No Partnership. Nothing contained in this Agreement shall be construed to create any association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability or an agency relationship on, or with regard to, either Party.

Section 1.14 Lender Cooperation. Seller shall cooperate with and abide by the reasonable requests (assuming a reasonable number of requirements and requests, in the aggregate) of the financial institutions, investors, and/or government entities that provide construction or other financing or equity investment in or for Purchaser's Facility or Purchaser (collectively referred to in this Agreement as the "Lender"). Upon written Notice to Seller, Purchaser may assign a collateral security interest in this Agreement to a Lender as collateral security, so long as such collateral assignment does not materially alter this Agreement; provided that any absolute assignment of this Agreement to a Lender shall occur only following and as the result of the exercise by such Lender of its remedies in connection with such a default by Purchaser under the applicable financing documents. Purchaser shall reimburse Seller for all reasonable, documented third party costs, including attorneys' fees, incurred by Seller to comply with the provisions of this Section 13.14 within fifteen (15) Days following receipt of an invoice from Seller. Nothing in this Section 13.14, or Seller's failure to execute the documents stated in this Section 13.14, shall relieve Purchaser of its payment obligations under this Agreement.

Section 1.15 Confidentiality. Each Party ("Receiving Party") shall keep and cause its employees to keep confidential, for the Term of this Agreement, the pricing aspects of this Agreement, data and information concerning the business plans or activities of the other Party, its Affiliates, or third parties (collectively, "Disclosing Party") which are made available to Receiving Party by Disclosing Party or which result from either Party's performance in connection with this Agreement. Receiving Party agrees not to use said information and data except for the purposes of performing under this Agreement. However, the above obligations of confidentiality and nonuse do not apply to information which (a) Receiving Party can demonstrate was known to it prior to disclosure by Disclosing Party; (b) is, or later becomes, public knowledge without breach of this Agreement by Receiving Party; (c) Receiving Party receives from a third party who Receiving Party did not know was under obligations of confidentiality to Disclosing Party; or (d) is developed by Receiving Party independently from information received from Disclosing Party, as evidenced by appropriate documentation. Notwithstanding the foregoing, Receiving Party may disclose said information and data if ordered to do so by a court or a government agency with jurisdiction over the matter, provided that Receiving Party shall furnish Disclosing Party, if practical, notice of receipt of a request for disclosure of said information and data in such proceeding. This Article shall survive the expiration or early termination of this Agreement for a period of twelve (12) months thereafter.

Section 1.16 Public Announcement. No public announcement or external communication (whether in the form of a press release or otherwise) shall be made by or on behalf of Purchaser, Purchaser's Affiliates or Purchaser's representatives with respect to the subject matter of this Agreement and/or the Lease Agreement unless (a) Seller has agreed in writing to permit such public announcement or external communication, which shall not be unreasonably withheld so long as such public announcement or external communication contains no information that may be reasonably used to identify Seller, its Affiliates or the Landfill; or (b) such public announcement is required by law, Purchaser is required to make such announcement, and Purchaser has given prior written notice thereof to Seller. No public announcement or external communication containing any direct reference to, or information that may be reasonably used to identify Seller, its Affiliates or the Landfill, (whether in the form of a press release or otherwise) shall be made by or on behalf of Purchaser, Purchaser's Affiliates or Purchaser's representatives with respect to the subject matter of this Agreement and/or the Lease

Agreement unless Seller has agreed in writing to permit such public announcement or external communication, which permission may be withheld in its sole discretion. The language and substance of any public announcement made as permitted under this Section 13.16 shall in all cases be only as mutually agreed upon by the Parties.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by an Authorized Representative as of the date first written above.

SELLER:

WASTE MANAGEMENT OF CALIFORNIA, INC.

By: /s/ Barry Skolnick

Name: Barry Skolnick

Title: President

PURCHASER:

KIRBY CANYON RNG, LLC

By: /s/ Jonathan Maurer

Name: Jonathan Maurer

Title: Co-CEO

Signature Page to LFG Purchase and Sale Agreement

PORTIONS OF INFORMATION CONTAINED IN THIS AGREEMENT HAVE BEEN EXCLUDED FROM THIS AGREEMENT BECAUSE THEY ARE BOTH NOT MATERIAL AND THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. EXCLUDED INFORMATION IS MARKED AS [*] BELOW**

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Agreement”) made as of this 28th day of August, 2023 (the “Effective Date”) by and between Waste Management of California, Inc., a California corporation (“Lessor”), and Kirby Canyon RNG, LLC, a Delaware limited liability company (“Lessee”). Lessor and Lessee may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Lessor owns certain property located in the City of Morgan Hill, State of California, commonly known by the street address 910 Coyote Creek Golf Dr, Morgan Hill, CA 95037 (“WM Property”); and

WHEREAS, Lessor owns and operates the Kirby Canyon Landfill (the “Landfill”), located on a portion of the WM Property; and

WHEREAS, as a result of decomposition of solid waste deposited in the Landfill, the Landfill emits Landfill Gas (as hereinafter defined); and

WHEREAS, Lessee will purchase Landfill Gas located and recoverable from the Landfill from the Lessor or its Affiliate pursuant to the terms and conditions of that certain Landfill Gas Purchase and Sale Agreement dated as of the Effective Date, by and between Lessee and Lessor (or Lessor’s Affiliate) (the “LFG Sale Agreement”); and

WHEREAS, Lessee desires to obtain all necessary and convenient land use and other rights to process Landfill Gas purchased from Lessor or its Affiliate pursuant to the terms and conditions of the LFG Sale Agreement, all in accordance with the provisions of this Agreement, and Lessor desires to convey the same to Lessee, on the terms and conditions set forth herein; and

WHEREAS, Lessor is prepared, subject to the terms and conditions set out herein to lease to Lessee a portion of the WM Property for construction of the Purchaser’s Facility and grant to Lessee easements across portions of the WM Property, subject to all covenants, conditions, restrictions and easements of record, for the supply of Landfill Gas to the Purchaser’s Facility.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Lessor and Lessee agree as follows:

Article I
DEFINITIONS

Section 1.1 Defined Terms. When used in this Agreement, the following terms shall have the meanings specified below:

“Agreement” has the meaning set forth in the Preamble.

“Air Permit” means Lessor’s air permit, as issued by the BAAQMD, as renewed or amended from time to time.

“BAAQMD” means the Bay Area Air Quality Management District.

“Designated WM Permits” means those Permits listed on Exhibit A.

“Development Date” has the meaning set forth in Section 7.2.1.

“Discharge Water Line” means a below grade water line to be located on the WM Property in the area to be designated on the Site Plan on Exhibit B-2, to be attached hereto pursuant to Section 2.7, and connecting to the Leachate Collection System as shown on the Site Plan.

“Diverted Flare Gas” means LFG rejected by Lessee at the Delivery Point pursuant to Section 4.4 of the LFG Sale Agreement.

“Effective Date” has the meaning set forth in the Preamble.

“Emergency Condition” means the occurrence or significant risk of imminent occurrence of an event adversely affecting the safety of any Person or endangering any property located on the WM Property, including the RNG Site, or any operation conducted thereon by Lessor.

“EPC Contractor” has the meaning set forth in Section 7.2.2.

“ERCs” has the meaning set forth in Section 7.5.

“Fair Market Value” has the meaning set forth in Section 13.1.1.

“Force Majeure” has the meaning set forth in Section 12.1.

“Good Industry Practices” means those practices, methods, equipment, specifications and standards of safety and performance, as the same may change from time to time, as are commonly used by a significant portion of the landfill and renewable natural gas industry operating in the United States and/or approved or recommended by Governmental Authorities as good, safe and prudent engineering practices in connection with the design, construction, operation, maintenance, repair and use of production and other equipment, facilities and improvements of landfill and renewable natural gas facilities, including any applicable practices, methods, acts, guidelines, standards and criteria of each Governmental Authorities and all Applicable Laws.

“Landfill Operations” has the meaning set forth in Section 2.1.6.

“Leachate” means the liquid that forms in the Landfill other than Condensate.

“Leachate Collection System” shall mean the Leachate collection system operated on the WM Property by Lessor pursuant to applicable Permits.

“Lessee” has the meaning set forth in the Preamble.

“Lessee Flare” means the flare located on the RNG Site and owned, permitted, and operated by Lessee for the destruction of Recovered Landfill Gas.

“Lessee Persons” has the meaning set forth in Section 9.1.2.

“Lessee’s Property” has the meaning set forth in Section 9.3.

“Lessor” has the meaning set forth in the Preamble.

“Lessor Persons” has the meaning set forth in Section 9.1.1.

“LFG Sale Agreement” has the meaning set forth in the Recitals.

“Losses” has the meaning set forth in Section 9.1.1.

“Material Change in Law” means a change of any Applicable Law (including in the conditions of any Permit) after the Effective Date that renders the implementation of or the realization of the benefits to be derived from this Agreement illegal or impossible.

“Natural Gas Pipeline Easement” has the meaning set forth in Section 2.1.5.

“Operator” has the meaning set forth in Section 7.3.

“Option” has the meaning set forth in Section 13.1.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Party Affiliate” has the meaning set forth in Section 16.3.

“Permitted Flare” shall mean the flare located on the WM Property and owned and operated by Lessor.

“Products” means Environmental Attributes, RNG, and diesel, naphtha, wax and other hydrocarbon products produced (directly or indirectly) by Lessee (or its Affiliate) from the Recovered Landfill Gas.

“Purchaser’s Facility” has the meaning defined in the LFG Sale Agreement.

“Qualified Appraiser” has the meaning set forth in Section 13.1.2.

“Receiving Party” has the meaning set forth in Section 16.6.

“Recovered Landfill Gas” means Landfill Gas that has entered the Purchaser’s Facility at the Delivery Point and all byproducts thereof, including, but not limited to (i) Renewable Natural Gas and/or (ii) gas generated from the operation and maintenance of the Purchaser’s Facility that is collected by Lessee. For the avoidance of doubt, Recovered Landfill Gas shall not include LFG that Lessee rejects at the Delivery Point pursuant to Section 4.3 of the LFG Sale Agreement.

“Requesting Party” has the meaning set forth in Section 16.6.

“RNG Operations” has the meaning set forth in Section 2.1.2.

“RNG Site” means that portion of the real property located on the WM Property that is shown and designated as the RNG Site on the Site Plan, to be more particularly described in Exhibit B-1 to be attached hereto pursuant to Section 2.7, but excluding any improvements or personal property located thereon.

“Site Plan” has the meaning set forth in Section 2.7.

“Staging Area” has the meaning set forth in Section 7.2.5.

“Tax Base Year” has the meaning set forth in Section 11.3.3.

“Term” has the meaning set forth in Section 5.1.

“WM Property” has the meaning set forth in the Recitals.

Construction of Certain Terms and Phrases.

(a) All exhibits, annexes, and schedules attached to this Agreement are incorporated herein by this reference and made a part hereof for all purposes. References to sections, exhibits, annexes and schedules are, unless otherwise indicated, references to sections, exhibits, annexes and schedules to this Agreement. References to a section shall mean the referenced section and all sub-sections thereof;

(b) As used in this Agreement and in any certificate or other documents made or delivered pursuant hereto or thereto, financial and accounting terms not defined in this Agreement or in any such certificate or other document, and financial and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, will have the respective meanings given to them under GAAP. To the extent that the definitions of financial and accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under GAAP, the definitions contained in this Agreement or in any such certificate or other document will control;

(c) The words “hereof”, “herein”, “hereunder”, and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement unless otherwise specified. The terms “includes” or “including” will mean “including without limitation;”

(d) The definitions contained in this Agreement are applicable to the singular, as well as the plural forms of such terms and to the masculine, as well as to the feminine and neuter genders of such terms;

(e) Any capitalized term used but not defined in this Agreement shall have the meaning given to such term in the LFG Sale Agreement. Any term not defined in this Article I, elsewhere in this Agreement (including an amendment or exhibit), or in the LFG Sale Agreement that is used in this Agreement, shall have its plain meaning in common English usage provided that words and abbreviations having well-known meaning in the United States LFG production industry shall have those meanings;

(f) Any agreement or instrument defined or referred to herein or in any instrument or certificate delivered in connection herewith means (unless otherwise indicated herein) such agreement or instrument as from time to time amended, amended and restated, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein;

(g) Reference to a Governmental Authority shall include an entity succeeding to its functions;

(h) All documents required to be provided under this Agreement shall be in English;

(i) references to any statute, code or statutory provision are to be construed as a reference to the same as it exists as of the Effective Date, and includes references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(j) all monetary amounts contained in this Agreement refer to the currency of the United States.

Article II LEASE OF RNG SITE, ACCESS RIGHTS, AND OPERATIONAL LIMITATIONS

Section 1.1 Lease of RNG Site, Liens, and Other Rights Granted to Lessee.

1.1.1 Lessor hereby grants to Lessee, for the purpose of exercising its rights and obligations hereunder and under the LFG Sale Agreement, a non-exclusive right to install improvements, pipelines and equipment and have pedestrian and vehicular access in, under, upon, over and across the WM Property, including ingress and egress, in the locations to be designated on the Site Plan approved by Lessor pursuant to Section 2.7 in order that Lessee may install, operate, improve, maintain, and, at the end of the Term, remove, the Purchaser's Facility on the RNG Site. The rights described herein shall be available to Lessee in accordance with Section 2.2; provided, that Lessee must adhere to all applicable Landfill access and security procedures (as provided to Lessee on or prior to Lessee entering the RNG Site) when entering the RNG Site and entering the WM Property or any easements or authorized encroachments or the same.

1.1.2 Lessor hereby grants to Lessee such rights as may be necessary for Lessee, at its election, (i) to process Recovered Landfill Gas, including injection of RNG into the Utility pipeline, creation of Environmental Attributes, flaring of any Recovered Landfill Gas in the Lessee Flare, and to produce Products, and (ii) subject to the provisions of Article VII, to locate, install, construct, maintain, expand, operate, cease to operate and remove one or more components of the Purchaser's Facility on the RNG Site so that Recovered Landfill Gas can be used for purposes described above (the "RNG Operations").

1.1.3 Lessor hereby leases the RNG Site to Lessee for the purpose of constructing, owning, operating, and maintaining the Purchaser's Facility and Lessee exercising its rights and obligations hereunder and under the LFG Sale Agreement, and for all uses incident thereto, subject to all liens, claims or any encumbrances of record existing as of the Effective Date and as added after the Effective Date pursuant to this Section 2.1, to the extent that the same are valid and enforceable against the RNG Site. Lessee shall have the exclusive right to and possession of the RNG Site during the Term, subject to the terms and conditions of this Agreement and Lessee shall have the right to and of quiet enjoyment of the RNG Site during the Term.

1.1.4 Lessor and Lessee acknowledge and agree that Lessee shall deliver Diverted Flare Gas to the Permitted Flare in accordance with the Site Plan approved by Lessor pursuant to Section 2.7.

1.1.5 Lessee shall have the right, in accordance with Section 7.2, to construct electrical and natural gas distribution and transmission lines, poles, and other facilities, in, on, over, across or under the WM Property, in the locations to be designated on the Site Plan approved by Lessor pursuant to Section 2.7, required to deliver electrical power, Landfill Gas, and/or natural gas to Purchaser's Facility, including a natural gas distribution pipeline in the area to be designated on the Site Plan approved by Lessor pursuant to Section 2.7 and to be more particularly described in Exhibit B-3 to be attached hereto pursuant to Section 2.7 (the "Natural Gas Pipeline Easement"). Lessor and Lessee acknowledge and agree that the exact final location of the Natural Gas Pipeline Easement, as approximately shown on the Site Plan and as legally described on Exhibit B-3, is subject to Lessor's final consent and approval, not to be unreasonably withheld, in order to ensure that the Natural Gas Pipeline Easement is not located within areas which contain Lessor's equipment or facilities, including probes and monitoring wells.

1.1.6 Lessee's design and construction of any such above ground or below ground electrical or water lines, or gas, distribution and transmission lines, poles, and other facilities shall be subject to the provisions set forth in Section 7.1 below. Lessor and Lessee acknowledge and agree that Lessor may relocate, at Lessor's sole cost including compensating Lessee for Lessee's actual documented costs and expenses incurred in connection with the same (e.g., repairing damage to Lessee's Property), but specifically excluding any damages waived under Section 15.2 below, any lines, pole, facility or easement granted herein if deemed necessary or desirable for Lessor's and/or its Affiliates management and operation of the WM Property (but excluding the RNG Site), including as a solid waste disposal facility ("Landfill Operations"). Lessor and Lessee shall use good faith efforts to minimize business interruptions to the extent commercially feasible. No later than ten (10) Business Days prior to any such relocation of utility related infrastructure, Lessor shall use commercially reasonable efforts to provide written notice to Lessee outlining relevant details of the planned relocation, including the period of time that RNG Operations are reasonably expected to be affected and the steps that Lessor shall take to ensure minimal impact to RNG Operations. The rights and obligations of Lessor and Lessee in respect of the easements granted hereby, including the Natural Gas Pipeline Easement, and the Discharge Water Line, shall be further detailed in a separate easement agreement substantially in the form of Exhibit F, which easement agreement shall be filed and recorded at Lessee's expense in the appropriate filing office.

1.1.7 Notwithstanding anything to the contrary provided for herein, all of Lessee's rights granted under this Section 2.1 are subject to the conditions and restrictions of this Agreement and the LFG Sale Agreement, subject to all conditions, restrictions, easements, covenants and encumbrances of record as of the Effective Date and as added after the Effective Date pursuant to this Section 2.1.7, and further, shall terminate upon the expiration of the Term. Lessor and Lessee agree that any separate easement agreement(s) agreed to by Lessor and Lessee in order to evidence the Lessee's rights granted under this Section 2.1 or otherwise in this Agreement, and filed and recorded in the real estate records for the county in which the WM Property is located will expressly provide that the rights granted therein are subject to the conditions and restrictions of this Agreement and terminate upon the expiration of the Term. Lessor and Lessee agree further that promptly upon the expiration of the Term, Lessor and Lessee shall mutually execute and deliver a termination and release of all such easement agreements, in a form suitable for recording in the real estate records for the county in which the WM Property is located, stating that such easements are terminated and released as to the WM Property.

1.1.8 In no event shall any supervision or right to supervise by Lessor nor any approvals or consents given by Lessor pursuant to this Agreement constitute any warranty by Lessor to Lessee of the adequacy of the design, workmanship or quality of such work or materials for Lessee's intended use or of compliance with the requirements of this Agreement or impose any liability upon Lessor in connection with the performance of such work.

Section 1.2 Access to RNG Site. Lessee and its employees, representatives, agents, invitees, and independent contractors shall have, and Lessor hereby grants to Lessee and its employees, representatives, agents, invitees, and independent contractors, access to the RNG Site on a twenty-four (24) hour per day, seven (7) day per week basis; provided that such access is solely in connection with the RNG Operations. In connection with the access granted hereby and subject to the other terms and conditions hereof, Lessee shall have the right to use access and facility roads on the WM Property in the locations described on the Site Plan, subject to relocation from time to time as deemed necessary or desirable by Lessor.

Section 1.3 Utility Easements. Lessor hereby grants to Lessee, for the purpose of the RNG Operations and exercising its rights and obligations hereunder and under the LFG Sale Agreement, an easement for the underground or above ground installation of certain improvements, pipelines, and utility access. Lessee shall have the right, in accordance with Section 7.2, to construct electrical and natural gas distribution and transmission lines, poles, and other facilities, in, on, over, across or under the WM Property, in the locations described on the Site Plan, required to deliver electrical power and/or natural gas to any Purchaser's Facility, including a natural gas distribution pipeline in the Natural Gas Pipeline Easement.

1.1.1 Lessor and Lessee acknowledge and agree that the exact final location of the Natural Gas Pipeline Easement, as approximately shown on the Site Plan and as legally described on Exhibit B-3, is subject to Lessor's final consent and approval, not to be unreasonably withheld, in order to ensure that the Natural Gas Pipeline Easement is not located within areas which contain Lessor's equipment or facilities, including probes and monitoring wells.

1.1.2 Lessee's design and construction of any such above ground or below ground electrical or water lines, or gas, distribution and transmission lines, poles, and other facilities shall be subject to the provisions set forth in Section 7.1 below. Lessor and Lessee acknowledge and agree that Lessor may relocate, at Lessor's sole cost including compensating Lessee for Lessee's actual documented costs and expenses incurred in connection with the same (e.g., repairing damage to Lessee's property), but specifically excluding any damages waived under Section 15.2 below, any lines, pole, facility or easement granted herein if deemed necessary or desirable for Lessor's and/or its Affiliate's Landfill Operations. Lessor and Lessee shall use good faith efforts to minimize business interruptions to the extent commercially feasible. No later than ten Business Days prior to any such relocation of utility related infrastructure, Lessor shall provide written notice to Lessee outlining relevant details of the planned relocation, including the period of time that RNG Operations are reasonably expected to be affected and the steps that Lessor shall take to ensure minimal impact to RNG Operations. The rights and obligations of Lessor and Lessee in respect of the easements granted hereby, including the Natural Gas Pipeline Easement, and the Discharge Water Line, shall be further detailed in a separate easement agreement in the form of Exhibit F, which easement agreement shall be filed and recorded at Lessee's expense in the appropriate filing office.

Section 1.4 Public Filings and Records. Lessor and Lessee agree that any separate easement agreement(s) agreed to by Lessor and Lessee in order to evidence the Lessee's rights granted under Article II or otherwise in this Agreement, and filed and recorded in the real estate records for the county in which the WM Property is located will expressly provide that the rights granted therein are subject to the conditions and restrictions of this Agreement and terminate

upon the expiration of the Term. Lessor and Lessee agree further that promptly upon the expiration of the Term, Lessor and Lessee shall mutually execute and deliver a termination and release of all such easement agreements, in a form suitable for recording in the real estate records for the county in which the WM Property is located, stating that such easements are terminated and released as to the WM Property.

Section 1.5 Non-Interference. Lessee shall cooperate with Lessor in coordinating its activities on the RNG Site and WM Property in order not to interfere with Landfill Operations. If Lessee has reason to believe that its activities on the RNG Site or WM Property could adversely impact Landfill Operations, or upon Lessor's written request with respect to a particular Lessee activity on the RNG Site or WM Property, Lessee shall schedule with Lessor such activities so as to minimize any interference with Landfill Operations and shall indemnify Lessor from and against any Losses arising from the failure to prevent or avoid interference with the same. Lessor shall reasonably cooperate with Lessee's efforts to schedule Lessee's activities pursuant to this Section 2.6.

Section 1.6 Lessor Operations and Landfill Precedence.

1.1.1 Lessee's performance of its obligations pursuant to this Agreement shall at all times be subordinate to Lessor's and its Affiliates' operation, use, and/or expansion of the Landfill; provided that Lessor shall reasonably cooperate with Lessee to allow Lessee to conduct the uses permitted by this Agreement. At all times during the Term, Lessor and its Affiliates shall have the right to conduct Landfill Operations as Lessor deems necessary or desirable in Lessor's sole judgment, including, without limitation, to (i) comply with Applicable Laws, Permits, internal policies, and general operating guidelines and procedures of Lessor and its Affiliates, (ii) respond or prevent safety, environmental or operational issues or (iii) follow internal strategic plans or industry best practices, among others; provided, however, that except in the case of an Emergency Condition, Lessor shall give Lessee reasonable prior notice based on the circumstances of any such actions to be taken. Lessee's operation of the Purchaser's Facility shall not adversely affect Lessor's and its Affiliates' operations at the Landfill.

1.1.2 Nothing in this Agreement shall limit Lessor's and its Affiliates' ability to make business and operational decisions regarding Landfill Operations that may affect Landfill Gas production or methane content or contaminants in the Landfill Gas, including without limitation decisions concerning the type of waste received at the Landfill, 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 or for the control of migration of Landfill Gas from the Landfill, the amount of liquids in the waste, the recirculation of Leachate and/or Condensate, or use of Landfill Gas not purchased pursuant to the LFG Sale Agreement. Lessor shall have the right at all times to use or consume a quantity of Landfill Gas if Lessor determines in its sole judgment that such use or consumption is necessary for compliance with Applicable Laws or Permits, without liability to Lessee even if such use or consumption of Landfill Gas reduces the quantity or quality of Landfill Gas delivered to Lessee pursuant to this Agreement.

Section 1.7 Site Plan and Survey. Prior to the Development Date, Lessee shall deliver a project site plan identifying Lessee's proposed locations for Purchaser's Facility, all related easements, and the Staging Area (the "Site Plan") to Lessor for Lessor's approval, which approval shall not be unreasonably withheld, conditioned, or delayed, in order to ensure that (a) Purchaser's Facility, all related easements (including the Natural Gas Pipeline Easement), and the Staging Area are not located within areas that (i) interfere with Lessor's and/or its Affiliate's management and operation of the WM Property, including the Landfill, (ii) are reasonably expected to disturb neighboring landowners or the public, (iii) violate Applicable Laws or Permits, or (iv) create unreasonable risks to the environment, and (b) the Natural Gas Pipeline

Easement is not located within areas which contain, or are reasonably anticipated to contain (as determined by Lessor), Lessor's equipment or facilities, including probes and monitoring wells. Following Lessor's approval of the Site Plan and prior to the Development Date, Lessee shall cause (i) a boundary survey of the RNG Site and a survey of Purchaser's Facility, all related easements (including the Natural Gas Pipeline Easement), and the Staging Area, to be completed by a surveyor licensed in the State of California and (ii) such surveyor to prepare a legal description of the RNG Site, Purchaser's Facility, all related easements, and the Staging Area. Upon Lessor's approval, which shall not be unreasonably withheld, conditioned, or delayed, of such surveys and legal descriptions, the legal description of the RNG Site shall be deemed attached to this Agreement as Exhibit B-1, the legal description of the Discharge Water Line shall be deemed attached to this Agreement as Exhibit B-2, the legal description of the Natural Gas Pipeline Easement shall be deemed attached to this Agreement as Exhibit B-3, and the legal descriptions of the Discharge Water Line, area(s) to be occupied by any facilities described in Section 2.1.5 and to be located outside the RNG Site (but excluding the natural gas distribution pipeline to be constructed within the Natural Gas Pipeline Easement), and the Natural Gas Pipeline Easement shall be reflected in the separate easement agreement to be recorded pursuant to Section 2.1.6.

Article III REPRESENTATIONS AND WARRANTIES

Section 1.1 Lessee Representations and Warranties. Lessee represents and warrants to Lessor that the following statements are true and correct as of the Effective Date:

1.1.1 Lessee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease, and operate its business as currently conducted in the State of California, with full legal right, power and authority to enter into and to perform its obligations hereunder.

1.1.2 Lessee has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and this Agreement constitutes the legal, valid and binding agreement of Lessee, enforceable against Lessee in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

1.1.3 Neither the execution, delivery and performance of this Agreement nor the consummation by Lessee of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of the organizational documents of Lessee, or (ii) conflict with, result in any violation or breach of, constitute a default under, require any notice or consent under, result in the creation of any lien on Lessee's assets, or create any right of termination, under the conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Lessee is a party.

1.1.4 No approval, authorization, order, consent, declaration, registration or filing with any Governmental Authority is required for the valid execution and delivery of this Agreement by Lessee, except such as have been duly obtained or made.

1.1.5 Lessee has all the rights required to enter into this Agreement and perform its obligations hereunder without the consent of any third party that has not been obtained and is in effect as of the date hereof.

1.1.6 There are no pending or to Lessee's knowledge, threatened claims, disputes, governmental investigations, suits, actions, arbitrations, legal, administrative or other proceedings, domestic or foreign, criminal or civil, at law or in equity, against Lessee that challenge the enforceability of this Agreement or the ability of Lessee to consummate the transactions hereby.

1.1.7 All activities and operations of Lessee in connection with the WM Property will be compliance in all material respects with the requirements of all applicable Environmental Laws. Lessee has or shall obtain all licenses and Permits under Environmental Laws necessary for its operations in connection with the RNG Site; all such licenses and Permits are in good standing; and Lessee is and shall remain in compliance in all material respects with all terms and conditions of such licenses and Permits. Lessee is not involved in any suit, action or proceeding with, and has not received any notice, complaint or other request for information from, any Governmental Authority or other Person, with respect to any actual or alleged environmental claims that, if adversely determined, would be reasonably likely, individually or in the aggregate, to have a material adverse effect on Lessee or Lessor or on the ability of Lessee to construct or operate the Purchaser's Facility, and, to the knowledge of Lessee, there are no threatened actions, suits, proceedings or investigations with respect to any such environmental claims, nor any basis therefor.

1.1.8 Lessee has all rights, licenses, ownership or legal authorization to use all intellectual property, process(es), system(s), technology, and/or equipment located on or used at the Purchaser's Facility. Lessee will defend, indemnify, and hold Lessor harmless against any and all actions, suits, claims, proceedings, costs (including attorneys' fees), liabilities, penalties and expenses arising from or relating to, in whole or in part, any allegation that the intellectual property, process, system, technology, and or/equipment located on or used in the Purchaser's Facility or the activities undertaken at the Purchaser's Facility, infringe upon any rights or property of any third party, including any trademarks, patents, copyrights or trade secrets of any third party.

Section 1.2 Lessor Representations and Warranties. Lessor represents and warrants to Lessee that the following statements are true and correct as of the Effective Date:

1.1.1 Lessor is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to own, lease, and operate its business as currently conducted.

1.1.2 Lessor has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding agreement of Lessor, enforceable against Lessor in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

1.1.3 Neither the execution, delivery and performance of this Agreement nor the consummation by Lessor of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of the organizational documents of Lessor, (ii) conflict with, result in any violation or breach of, constitute a default under, require any notice or consent under, result in the creation of any lien on Lessor's assets, or create any right of termination under the conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Lessor is a party.

1.1.4 No approval, authorization, order, consent, declaration, registration or filing with any Governmental Authority is required for the valid execution and delivery of this Agreement by Lessor, except such as have been duly obtained or made.

1.1.5 Lessor has all the rights required to enter into this Agreement and perform its obligations hereunder without the consent of any third party that has not been obtained and is in effect as of the date hereof.

1.1.6 There are no pending or, to Lessor's knowledge, threatened claims, disputes, governmental investigations, suits, actions, arbitrations, legal, administrative or other proceedings, domestic or foreign, criminal or civil, at law or in equity, against Lessor that challenge the enforceability of this Agreement or the ability of Lessor to consummate the transactions contemplated hereby.

1.1.7 All activities and operations of Lessor in connection with the Landfill and the WM Property are in compliance in all material respects with the requirements of all applicable Environmental Laws.

1.1.8 Lessor has or shall obtain all licenses and Permits under Environmental Laws necessary for its operations in connection with the Landfill; all such licenses and Permits are in good standing; and Lessor is and shall remain in compliance in all material respects with all terms and conditions of such licenses and Permits.

1.1.9 Lessor is not involved in any suit, action or proceeding with, and has not received any notice, complaint or other request for information from, any Governmental Authority or other Person, with respect to any actual or alleged environmental claims that, if adversely determined, would be reasonably likely, individually or in the aggregate, to have a material adverse effect on Lessee or on Lessor's ability to perform under this Agreement or the LFG Sale Agreement, and, to the knowledge of Lessor, there are no threatened actions, suits, proceedings or investigations with respect to any such environmental claims, nor any basis therefor.

LESSOR MAKES NO OTHER REPRESENTATION OR WARRANTY WHETHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE WM PROPERTY, INCLUDING BUT NOT LIMITED TO THE RNG SITE, OR THE PRESENCE, QUALITY OR QUANTITY OF LANDFILL GAS, AND LESSEE ACCEPTS THE RNG SITE, AND ALL OF ITS RIGHTS UNDER THIS AGREEMENT, ON AN AS-IS, WHERE-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AS TO THE COMPOSITION OF THE LANDFILL GAS.

Article IV RNG SITE

Section 1.1 Property Description. The RNG Site consists of a portion of the WM Property, as is to be more particularly described in Exhibit B-1 to be attached hereto pursuant to Section 2.7.

Section 1.2 No Encumbrance by Lessee. Lessee acknowledges and agrees that the primary use of the WM Property is for the operation of the Landfill. Lessee agrees that its leasehold interest hereunder is only for the uses expressly stated herein and for no other use. Lessee shall not encumber the title of Lessor in and to the WM Property (other than the Purchaser's Facility and Lessee's interests under this Agreement), nor shall any interest or estate of Lessor in the WM Property be in any way subject to any claim by way of lien or

encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee, and any claim or lien upon the WM Property arising from any act or omission of Lessee shall accrue only against Lessee.

Section 1.3 Successor Lessor. Lessor may sell, convey or transfer the WM Property (or any portion thereof) to any Person, or lease or grant easements or rights of way to any portion of the WM Property (except for the RNG Site), or assign its interest in this Agreement, without the consent of Lessee, but subject to the leasehold interest herein granted with respect to the RNG Site and other rights granted to Lessee as to the WM Property and the RNG Site by this Agreement. In the event of any such transfer, Lessor shall give Lessee prompt notice thereof.

Section 1.4 Emergency. Operator (or Lessee) shall provide a written plan for addressing any Emergency Condition at the RNG Site, which plan shall provide for commercially reasonable procedures, consistent with Applicable Laws and Permits and Good Industry Practices, for addressing any Emergency Condition in the event that employees or representatives of Lessee are not present at the RNG Site or if Lessee is otherwise unable to timely cure the Emergency Condition, including by providing Lessor, or agents or representatives authorized by Lessor, with the right to enter the RNG Site, at its own risk, in order to implement actions to immediately mitigate the extent of any Emergency Condition and to prevent or mitigate any danger to the safety of individuals or the WM Property (other than the RNG Site) or Lessor's operations thereon. If Lessee becomes aware of any Emergency Condition on the WM Property (excluding the RNG Site), Lessee shall notify the appointed Lessor representative, [***] at [***], of such Emergency Condition. If Lessee cannot reach the appointed Lessor representative, then Lessee shall attempt to contact via phone, email, and/or text messaging the following Lessor personnel in the following order: Director of Disposal Operations, the Environmental Protection Manager, and the Landfill Engineer. Lessor's representative shall provide the contact information for those individuals to Lessee.

Article V TERM

Section 1.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the expiration or termination of the LFG Sale Agreement, unless terminated earlier pursuant to the terms of this Agreement (the "Term"). Notwithstanding the above, in the event this Agreement is terminated for a Lessee Event of Default pursuant to Section 15.1 as a result of Lessee or an Affiliate of Lessee defaulting under, or causing the termination of, the LFG Sale Agreement, such Event of Default shall be deemed to have occurred prior to termination of this Agreement, and such termination shall not prejudice Lessor's rights to recover damages or seek other remedies at law or in equity, as provided herein.

Article VI PAYMENTS

Section 1.1 Payment.

(a) In consideration of the rights granted to Lessee pursuant to this Agreement, Lessee agrees to pay to Lessor a one-time payment of \$[***] of rent promptly following the Effective Date.

(b) Lessee shall reimburse Lessor for all commercially reasonable actual third-party expenses incurred by Lessor due to the existence of the Purchaser's Facility or the operations of the Lessee on the RNG Site, which expenses Lessor would not otherwise have incurred but for the existence of the Purchaser's Facility or the operations of Lessee at the RNG Site. To the extent that any such expense is a joint expense relating to the operation of both the

Landfill and the Purchaser's Facility, Lessee shall only be responsible for the incremental cost incurred by Lessor.

Section 1.2 Payment Default. Any payments not timely made by Lessee under this Agreement shall accrue late interest at the lesser of (a) two and one-half percent (2.5%) per month, and (b) the highest rate permitted by law. From the date due until such amounts are paid.

Section 1.3 Payment Terms. All invoices for expenses detailed in Section 6.1 above shall be paid by Lessee within twenty (20) days of receipt of an invoice therefor.

Article VII CONSTRUCTION AND OPERATION OF PURCHASER'S FACILITY

Section 1.1 Construction of Purchaser's Facility.

1.1.1 In addition to the insurance policies and coverages to be maintained by Lessee as set forth in Exhibit E, Lessee shall purchase or provide and maintain builder's risk insurance or other similar coverage appropriate to such construction or installation activities and cause Lessor to be named as an additional insured.

1.1.2 To the extent permitted under Permits and Applicable Laws, soil or other material unearthed by Lessee during site preparation work or construction of the Purchaser's Facility may be returned to the Lessor, and Lessor shall accept, receive and manage the same, at no cost to Lessee. Construction debris, trash, or other material generated by Lessee, or its contractors and their employees, agents and representatives, shall be properly managed and disposed of by Lessee, at Lessee's cost.

1.1.3 The Purchaser's Facility and related equipment at the RNG Site shall remain the personal property of Lessee or its designee, notwithstanding the method or mode of installation or attachment thereof to real property, severable from the land and the WM Property (other than as provided in the applicable provisions of Article XIII), and Lessor acknowledges that, except for purchase money security interests or other lien rights that may arise following the Effective Date, it has no ownership interest of any kind in the Purchaser's Facility. Ownership and disposition of the Purchaser's Facility at the expiration of the Term or the earlier termination of this Agreement are subject to the provisions set forth in Article XIII.

1.1.4 Lessee shall comply with all Applicable Laws relating to the construction, installation, alteration, maintenance, repair, restoration and replacement of the Purchaser's Facility and shall obtain, at no cost to Lessor, appropriate Permits for such activities. Lessor shall cooperate with and assist Lessee in obtaining any Permit; provided that Lessee shall reimburse Lessor for any reasonable out-of-pocket costs incurred by Lessor in connection with such assistance.

1.1.5 Lessee shall not permit the WM Property to become subject to any mechanics', laborers' or materialmen's liens on account of labor or materials furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the WM Property by or at the direction of Lessee. If any such liens are filed against the WM Property, then Lessee shall cause the same to be promptly discharged of record or post a bond in respect of such lien. If Lessee shall fail to so discharge or bond around any such lien within fifteen (15) days of the receipt of written notice of filing thereof, then Lessor may do so, and all amounts paid by Lessor, including, all costs, expenses and attorneys' fees, shall be payable by Lessee to Lessor upon Lessor's written notice to Lessee accompanied by reasonable supporting documentation of such costs and expenses.

1.1.6 Notwithstanding anything to the contrary in this Agreement, in connection with the construction and operation of the Purchaser's Facility during the Term: (i) Lessee shall not take any action, including any investigation, digging, surveying, testing, disturbance, assessment, or commence or continue the construction or installation of any portion of its Purchaser's Facility on the RNG Site, perform any site preparation work or other manipulation of the RNG Site or the WM Property, or fail to take any action, that could reasonably be expected to materially exacerbate, or materially increase the costs relating to, any environmental condition known to, or discovered by, Lessee at, on, under or above the RNG Site or the WM Property; (ii) Lessee shall not initiate or respond to any written or oral communication (including any request or demand for information) with or from any Governmental Authority or other Person regarding any environmental condition at, on, under or above the RNG Site or the WM Property without consulting with and receiving the prior written approval of Lessor, except as otherwise required by Applicable Law; (iii) Lessee shall invite Lessor, or request that Lessor be invited, to all meetings (whether in person or by teleconference), inspections and site visits by any Governmental Authority regarding any environmental condition at, on, under or above the RNG Site or the WM Property; (iv) Lessee shall not take any action that would constitute a nuisance or commit waste or damage to the WM Property; (v) except on the RNG Site (as allowed by Applicable Law), Lessee shall not permit the storage of materials and/or accumulation of any material or substance on the WM Property; (vi) Lessee shall not leave the RNG Site unsecure; (vii) Lessee shall not take any photographs or record any video of (A) the Landfill (excluding the RNG Site), (B) of any content at the Landfill or the RNG Site that contains or displays Lessor's trade name, trademarks, or other similar identifiable markings, or (C) of Lessor's adjacent property, personnel, operations, equipment or improvements, except as necessary to document the process of construction, improvements, and removal of Purchaser's Facility for internal purposes; provided that Lessee shall not publish or distribute any photographs or videos permitted by this subsection (vii) to third parties for marketing purposes or otherwise without Lessor's prior review and comment; Lessee shall reasonably consider and address such comments in advance of any intended publication or distribution; and (viii) Lessee shall not conduct any excavating, drilling, invasive testing, including geotechnical, soil, air or groundwater sampling, or any earthmoving or groundwork, without Lessor's prior written consent, which shall not be unreasonably withheld, delayed or conditioned.

Section 1.2 Approval of Construction; EPC Contractor.

1.1.1 Lessee shall not begin any construction or installation of Purchaser's Facility on the RNG Site or on WM Property (including any site preparation work and pipelines), until Exhibit B is fully populated pursuant to Article II (or otherwise permitted in writing by Lessor) (the "Development Date").

1.1.2 Before constructing or installing the Purchaser's Facility on the RNG Site or on WM Property (including any site preparation work and pipelines), Lessee shall obtain the prior written approval of Lessor of the work to be performed and the contractor to perform such work (the "EPC Contractor"), which approval shall not be unreasonably withheld, delayed or conditioned. At least forty-five (45) days prior to planned construction, with its request for Lessor's approval, Lessee shall submit all permits and approvals required under Applicable Laws or Permits for the construction and operation of the Purchaser's Facility, detailed plans and specifications for all work to be performed on the RNG Site or WM Property and certificates of insurance as required herein. Any modifications to the plans, specifications, or characteristics, whether occurring during the initial construction of the Purchaser's Facility or during the Term of this Lease, shall require Lessor's approval as set forth herein, which approval shall not be unreasonably withheld, delayed or conditioned.

1.1.3 In no event shall any supervision or right to supervise by Lessor nor any approvals or consents given by Lessor pursuant to this Agreement constitute any warranty by

Lessor to Lessee of the adequacy of the design, workmanship or quality of such work or materials for Lessee's intended use or of compliance with the requirements of this Agreement or impose any liability upon Lessor in connection with the performance of such work.

1.1.4 Upon Lessor's approval, Lessee shall engage a qualified EPC Contractor (who may be an Affiliate of Lessor) and subcontractors (each approved by Lessor, which approval shall not be unreasonably withheld, delayed or conditioned) to construct and install such Purchaser's Facility in accordance with the approved plans and all Applicable Laws and Permits.

1.1.5 Lessee and Lessor agree that Lessee shall be permitted to use, as a staging area, the portion of the WM Property in the location described on the Site Plan approved by Lessor pursuant to Section 2.7 ("Staging Area"). Beginning on the Effective Date, and continuing through the date that is six (6) months after the Delivery and Purchase Commencement Date, Lessee may use the Staging Area for storage and staging of all materials and equipment used by Lessee for construction or installation of any Purchaser's Facility. All applicable erosion and sedimentation controls will be approved by Lessor and properly constructed by Lessee prior to using the Staging Area. Proper erosion and sedimentation controls may include silt fence, ditches, sedimentation traps or ponds, stabilization and revegetation of disturbed areas. Lessee agrees to repair, replace or reestablish any current site erosion and sedimentation controls that are adversely impacted by the staging, construction or installation of such Purchaser's Facility.

Section 1.3 Approval of Site Operation.

At least sixty (60) days prior to planned Delivery and Purchase Commencement Date, Lessee shall, if other than Lessee or an Affiliate of Lessee, submit for Lessor's approval the qualifications and scope of the intended operations and maintenance provider (the "Operator"), which approval shall not be unreasonably withheld, delayed or conditioned. The initial selection, replacement and scope (and any modification to the same) of the Operator shall be subject to Lessor's approval, which approval shall not be unreasonably withheld, delayed or conditioned. The Operator shall perform its scope in accordance with the approved plans, all Applicable Laws and Permits, and the requirements of this Agreement and the LFG Sale Agreement.

Section 1.4 Treatment of Recovered Landfill Gas. Lessor and Lessee acknowledge and agree that, subject to Lessee's right to reject LFG in accordance with Section 4.3 (Excused Interruption of LFG Acceptance Obligation) of the LFG Sale Agreement, Lessee must either process all Recovered Landfill Gas pursuant and subject to the terms and conditions of the LFG Sale Agreement, into RNG or Products, or destroy such Recovered Landfill Gas in the Lessee Flare in accordance with all Applicable Laws, Permits, Good Industry Practices and this Agreement. Lessee shall not deliver to Lessor any Recovered Landfill Gas.

Section 1.5 Regulatory Reporting and Compliance. Lessee and Lessor shall each comply with their respective operational, reporting and compliance obligations as set forth in Exhibit D attached hereto. Lessee acknowledges that it cannot claim Emission Reduction Credits ("ERCs") from the BAAQMD for any reduction in Lessor's emissions relating to operation of Lessee's facility, and Lessee shall not take any actions that jeopardize Lessor's ability to claim such incentives, credits and/or offsets (or cause Lessor to have to provide any additional ERCs to the BAAQMD). Lessee shall be solely responsible for the air emissions generated by Purchaser's Facility and shall indemnify Lessor from and against any losses, costs and expenses incurred by Lessor as a result of emissions reduction credits claimed, banked or become due and payable by Lessor that are triggered for forfeiture or payback to the BAAQMD as a result of Purchaser's Facility.

Section 1.6 Lessee Operations.

1.1.1 Except to the extent covered by the Designated WM Permits, Lessee shall obtain, at no cost to Lessor, all Permits required under Applicable Laws relating to the construction, maintenance, operation, repair, restoration of the RNG Site, alteration, decommissioning, removal, and/or replacement of the Purchaser's Facility, including Permits required for the Lessee Flare, wastewater discharge and detention or discharge of stormwater.

1.1.2 Lessee shall operate, maintain, repair, and replace the equipment, systems and facilities located at the RNG Site, at no cost to Lessor, in compliance with all Applicable Laws, Permits, the Air Permit, Good Industry Practices, and the provisions of Section 7.3. Lessee shall not be required to obtain the prior written approval of Lessor for routine operation, maintenance or repair of the Purchaser's Facility, and any replacement, or other repair or modification of the Purchaser's Facility that does materially alter the RNG Site, the Purchaser's Facility, or the operation thereof, or requires any amendment or modification of any Permit(s). Any replacement, repair or modification that that interferes with Landfill Operations, is subject to the provisions of Section 2.7 and Section 7.1 hereof. All access for repairs, maintenance and replacements to parts of the Collection System located outside of the RNG Site, shall be coordinated with and be approved by Lessor as to not interfere with Lessor's operations on the WM Property.

1.1.3 Lessee shall perform its duties and obligations required of it to comply with the requirements set forth in Exhibit D.

1.1.4 Lessee shall not sell or transfer any Recovered Landfill Gas to third party purchasers.

1.1.5 With respect to any Recovered Landfill Gas, Lessee has legal responsibility for the control, management and containment of such Recovered Landfill Gas after the Delivery Point, including the legal responsibility with respect to the control, management and containment of such Recovered Landfill Gas after the Delivery Point arising under all applicable Environmental Laws, including any monitoring or remediation obligations relating to such Recovered Landfill Gas, and any subsurface migration or surface emission resulting therefrom. Lessor shall have legal responsibility for the control, management and containment of (i) LFG prior to the Delivery Point and (ii) Diverted Flare Gas, in each case, including any leaks from the Collection System or surface emission, including the legal responsibility with respect to the control, management and containment of such LFG or Diverted Flare Gas arising under all applicable Environmental Laws, including any monitoring or remediation obligations related to such LFG or Diverted Flare Gas at such times, and any subsurface migration or surface emission resulting therefrom. Lessor shall perform the duties and obligations required of it to comply with the requirements set forth herein.

Section 1.7 Designated WM Permits. The Parties acknowledge and agree that (i) the Designated WM Permits are issued to and held by Lessor primarily for the benefit of the Landfill and Lessor, (ii) the Designated WM Permits are essential to the lawful operation of the Landfill (and related facilities) by Lessor, and (iii) to the extent permissible under Applicable Law, the Lessor is allowing Lessee to utilize and benefit from the Designated WM Permits to lawfully operate the Purchaser's Facility pursuant to the terms and conditions of this Agreement and in accordance with the LFG Sale Agreement.

1.1.1 Lessor shall not allow Lessee to utilize or benefit from the Air Permit for the operation of Purchaser's Facility.

1.1.2 Lessor agrees to (i) give Lessee as much notice as reasonably possible of modifications, amendments, or changes to the Designated WM Permits that could reasonably be expected to impact or affect the Purchaser's Facility, and (ii) cooperate in a commercially reasonable manner with Lessee to help ensure the Purchaser's Facility can continue to lawfully operate and to minimize any negative effect on the operation of Purchaser's Facility.

1.1.3 If Lessee needs to amend or modify any of the Designated WM Permits to continue its operation of the Purchaser's Facility, and such amendment or modification would not adversely impact Lessor's use of such Designated WM Permit, then upon request of Lessee (or Operator), Lessor will use commercially reasonable efforts to help obtain any such amendment or modification to the Designated WM Permit with all costs related to obtaining such amendment or modification (including, without limitation, Lessor's reasonable legal fees and expenses) to be borne by Lessee; provided however, notwithstanding anything to the contrary in this Agreement or in the LFG Sale Agreement, Lessor shall not be required to amend the Air Permit or modify any of the other Designated WM Permits in a way that could reasonably be expected to cause Lessor to lose any Permit entitlements, including Lessor's current and future potential to emit.

Article VIII MATERIAL CHANGE IN LAW

Section 1.1 Change in Law. In the event of a Material Change in Law, the Parties shall, to the extent necessary and possible, cooperate in good faith to reform this Agreement to ensure compliance and conformity with such Material Change in Law and to restore or retain the Parties' original respective intended benefits and burdens under this Agreement.

Article IX INDEMNIFICATION

Section 1.1 Indemnification.

1.1.1 Lessee Indemnity. Lessee shall indemnify, hold harmless and, subject to Section 9.2, defend Lessor and its Affiliates and their respective stockholders, partners, members, managers, directors, officers, employees, agents, invitees and independent contractors, and their respective successors and assigns ("Lessor Persons"), from and against any and all costs, claims, liabilities, penalties, fines, damages, expenses, causes of action, suits, or judgments, including, reasonable attorneys' fees and all court costs and experts' fees (collectively, "Losses"), actually incurred or paid by a Lessor Person (including in connection with the claims of third parties for injury to persons or damage to property or any proceeding by a Governmental Authority) to the extent caused by or arising from:

- (a) any breach by Lessee of the representations and warranties set forth herein or in the performance of the duties and obligations of Lessee (or its Affiliate, representative or agent) under this Agreement or the LFG Sale Agreement;
- (b) Lessee's use, occupancy, conduct, operation, alteration, maintenance, repair, replacement, or management of Purchaser's Facility or the Landfill in violation of Applicable Laws;
- (c) any willful misconduct or negligent or grossly negligent act or omission of Lessee or its Affiliate, representative or agent;
- (d) any Hazardous Substance contamination or other environmental condition, including clean-up actions or remediation work resulting therefrom, at the Landfill,

whether now known or hereafter discovered, caused by Lessee or its Affiliate, representative or agent; or

(e) any and all claims, directly or indirectly arising out of or related to, Lessee's purchase or processing of the LFG delivered to Lessee (or its Affiliate) after the Delivery Point under the LFG Sale Agreement, and any and all claims arising in connection with damage to property, including without limitation damage to Purchaser's Facility or the Landfill, or injury of or death to persons resulting from the presence of any component within such RNG, or otherwise arising in connection with such RNG.

1.1.2 Lessor Indemnity. Lessor shall indemnify, hold harmless and, subject to Section 9.2, defend Lessee and its Affiliates and their respective stockholders, partners, members, managers, directors, officers, employees, agents, invitees and independent contractors, and their respective successors and assigns ("Lessee Persons"), from and against any and all Losses, actually incurred or paid by a Lessee Person (including in connection with the claims of third parties for injury to persons or damage to property or any proceeding by a Governmental Authority) to the extent caused by or arising from:

(a) any breach by Lessor of the representations and warranties set forth herein or in the performance of the duties and obligations of Lessor under this Agreement or the LFG Sale Agreement;

(b) Lessor's conduct, operation, alteration, maintenance, repair, replacement, or management of the Landfill in violation of Applicable Laws;

(c) any willful misconduct or negligent or grossly negligent act or omission of Lessor or its Affiliate, representative or agent;

(d) any Hazardous Substance contamination or other environmental condition, including clean-up actions or remediation work resulting therefrom, at the Landfill, whether now known or hereafter discovered, caused by Lessor or its Affiliate, representative or agent; or

(e) any and all claims, directly or indirectly arising out of or related to, the collection and delivery of LFG prior to and at the Delivery Point, and any and all claims arising in connection with damage to property, including without limitation damage to Purchaser's Facility or the Landfill, or injury of or death to persons resulting from the presence of any component within such LFG, or otherwise arising in connection with such LFG.

Section 1.2 Notice and Defense of Claims. Section 11.2 of the LFG Sale Agreement is hereby incorporated by reference *mutatis mutandis*.

Section 1.3 Release. Lessee understands that damage to the Purchaser's Facility may result from the conduct of Lessor's normal and usual business operations. All of Lessee's equipment, systems, inventory, facilities and all other personal property in or about the RNG Site and/or the WM Property (collectively "Lessee's Property"), shall be and remain at Lessee's sole risk. Lessor shall not be liable to Lessee, and Lessee hereby releases Lessor (and its Affiliates, property managers and mortgagees) from any and all liability for theft or damage to Lessee's Property.

1.1.1 Survival. Notwithstanding any other provisions in this Agreement, all provisions of this Article IX shall survive the expiration or termination of this Agreement by default or otherwise.

Article X INSURANCE

Section 1.1 Insurance Requirements.

1.1.1 Lessee shall obtain, maintain and keep in force throughout the Term, property insurance with insurers meeting the qualifications, and in amounts as set forth in Exhibit E attached hereto. All policies of insurance shall name Lessor as an additional insured. Lessee shall deliver to Lessor certificates of insurance evidencing the coverages required by Exhibit E within thirty (30) days of the Effective Date and periodically thereafter promptly following upon request of Lessor, but no more often than once a calendar year. The certificates of insurance shall further provide that the insurer will notify the certificate holder and each additional insured thereunder at least ten (10) days before any cancellation or material modification of the policy.

1.1.2 The insurance policies maintained by Lessee as provided in this Agreement shall include an endorsement containing an express mutual waiver of any rights of subrogation by the insurance company against Lessor. The above mutual waiver of subrogation applies whether or not there are any deductibles or self-insured retentions.

Section 1.2 Insurable Claims. To the extent an insurable claim arises, the Parties agree to first pursue recovery under such insurance coverage before seeking indemnification from the other Party. For the avoidance of doubt, a Party's deductible under its respective insurance policies constitutes Losses for which it may seek indemnification from the Indemnifying Party (to the extent permitted by Article IX).

Article XI TAXES

Section 1.1 Lessee Taxes and Utilities. Lessee shall, during the Term of this Agreement, pay or arrange for the payment of all (a) costs, charges, water and sewer charges, charges for public utilities and other charges and fees that may be properly levied upon or assessed against Purchaser's Facility or any other equipment and improvements constructed or installed by Lessee in or on the RNG Site; and (b) all personal property taxes, assessments, or similar charges and fees that may be properly levied upon or assessed against any Purchaser's Facility or RNG purchased by Lessee under the LFG Sale Agreement or any other equipment and improvements constructed or installed by Lessee in or on the RNG Site.

Section 1.2 Lessor Taxes and Utilities. Lessor shall, during the Term of this Agreement, pay or arrange for the payment of all (a) costs, charges, water and sewer charges, charges for public utilities, and other charges and fees (including any taxes, levies or charges imposed on or associated with the emission of carbon dioxide or other emissions) that may be properly levied upon or assessed against the facilities, equipment and improvements owned, constructed, located or installed by Lessor on the WM Property (excluding the RNG Site), including without limitation the Landfill, the Permitted Flare, and the Leachate Collection System and (b) all personal property taxes, assessments, or similar charges and fees that may be properly levied upon or assessed against the facilities, equipment and improvements owned, constructed, located or installed by Lessor on the WM Property (excluding the RNG Site), including without limitation the Landfill, the Permitted Flare, and the Leachate Collection System.

Section 1.3 Real Property Taxes.

1.1.1 In the event that the RNG Site is separately assessed by the applicable taxing jurisdictions (separately from the remainder of the WM Property): (i) Lessee shall, during

the Term of this Agreement, pay or arrange for the payment of all real property taxes and assessments levied upon or assessed against the RNG Site, and the Purchaser's Facility or any other equipment and improvements constructed or installed thereon; and (ii) Lessor shall, during the Term of this Agreement, pay or arrange for the payment of all real property taxes and assessments levied upon or assessed against the WM Property (excluding the RNG Site), and any facilities or equipment and improvements constructed or installed thereon. Lessee, at its sole cost and expense, shall have the right at any time to contest any taxes or assessments that may be imposed on the RNG Site or any other part of Purchaser's Facility in the manner provided by law, provided that (x) LESSEE INDEMNIFIES, DEFENDS, AND HOLDS LESSOR HARMLESS FROM AND AGAINST ANY ACTIONS, CLAIMS, DEMANDS, EXPENSES, OR LIABILITIES ARISING OUT OF OR RELATING TO SUCH CONTEST AND/OR APPEAL THAT LESSOR WOULD NOT OTHERWISE HAVE BEEN OBLIGATED TO PAY HAD LESSEE NOT CONTESTED SUCH ITEMS AND (Y) SUCH CONTEST IS DONE IN ACCORDANCE WITH APPLICABLE LAW (INCLUDING THE PAYMENT OF TAXES UNDER PROTEST OR POSTING OF BONDS, IF SO REQUIRED). Any and all refunds received from such contest, including interest, shall be equitably apportioned to the account of Lessor or Lessee based upon the period affected thereby, and Lessee shall be entitled to receive Lessee's pro rata share of any such refund and reimbursement of Lessee's pro rata share of the reasonable, actual third party costs (including reasonable attorneys' fees) incurred in connection with such contest. The obligations of this Section 11.3.1 shall survive the expiration or earlier termination of this Agreement.

1.1.2 For the purposes of this Section 11.3, real property taxes and assessments means: all real property taxes and other assessments on buildings and land, including taxes and assessments for special improvement districts and building improvement districts, and all governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the property.

1.1.3 In the event that the RNG Site is not separately assessed by the applicable taxing jurisdictions (separately from the remainder of the WM Property, or any portion thereof), Lessor shall, during the Term of this Agreement, pay or arrange for the payment of all real property taxes and assessments levied upon or assessed against the tax parcel(s) within the WM Property that include the RNG Site, and any facilities or equipment and improvements constructed or installed thereon, and Lessee shall reimburse Lessor for the Lessee's pro-rata share of such real property taxes and assessments within twenty (20) days after receiving an invoice from Lessor. The Lessee's annual pro-rata share of such real property taxes and assessments shall be: (i) 100% of the amount of real property taxes and assessments, to the extent that it can be determined, levied upon or assessed against the Purchaser's Facility or equipment and improvements constructed or installed as of the Effective Date on the RNG Site; plus (ii) an amount equal to the product of (A) the surface area of the RNG Site divided by (B) the total surface area of the WM Property multiplied by (C) the amount of real property taxes and assessments levied upon or assessed against the tax parcel(s) within the WM Property (excluding improvements) that include the RNG Site; plus (iii) 100% of the amount of increase of real property taxes and assessments levied upon or assessed against the tax parcel(s) within the WM Property that include the RNG Site over the tax year in which the Effective Date occurs (the "Tax Base Year"), to the extent that such increase is attributable to any Purchaser's Facility constructed and installed by Lessee subsequent to the Tax Base Year. In addition, Lessor shall have the right at any time to contest any taxes or assessments, and Lessor shall have the right to select counsel and control the appeal. Lessee agrees to promptly reimburse Lessor for the reasonable costs incurred in connection with any such appeal that are directly related to the RNG Site, or any part of Purchaser's Facility. Lessor agrees to promptly provide Lessee with notice of any real property tax assessment affecting Lessee's rights hereunder but in no event later than thirty (30) days after its receipt of any such bill (provided, the failure to provide such bill shall not be grounds for non-payment by Lessee), and agrees to allow Lessee to participate in any

review process as necessary to effect Lessee's rights of defense under this Section 11.3.3. In the event Lessor has successfully contested the taxes or assessments imposed on such parcel, which includes the RNG Site and/or other part of the Purchaser's Facility and/or WM Property, and has received a refund thereon, the Lessor shall promptly remit a prorated portion of any such refund to the other Party. Such prorations shall be in accordance with the formula set forth above in this Section 11.3.3. The obligations of this Section 11.3.3 shall survive the expiration or termination of this Agreement.

Section 1.4 Failure to Pay Taxes. If Lessee or Lessor shall fail to pay any amounts required to be paid in accordance with Sections 11.1, 11.2 or 11.3, respectively, then at any time after furnishing the non-performing Party fifteen (15) Business Days' prior notice, without waiving or releasing the non-performing Party from any of its obligations or waiving or releasing any rights hereunder, the other Party may pay such amount or perform such act, and all amounts paid, including all costs, expenses and attorneys' fees, shall be payable by the non-performing Party to the other Party upon written notice to the non-performing Party accompanied by reasonable supporting documentation of such costs and expenses.

Article XII FORCE MAJEURE

Section 1.1 Force Majeure. The provisions of Article X of the LFG Sale Agreement are incorporated herein, *mutatis mutandis*.

Article XIII OPTION TO PURCHASE

Section 1.1 Option to Purchase.

1.1.1 Lessee hereby grants to Lessor the exclusive option (the "Option") to purchase all or any portion of the Purchaser's Facility upon the expiration or earlier termination of this Agreement for any reason other than a default by Lessor hereunder or termination of the LFG Sale Agreement by Purchaser as a result of a default by Seller thereunder. Prior to removal of the Purchaser's Facility or any component thereof, Lessee shall provide Lessor with written notice of its intent to remove all or any portion of Purchaser's Facility, at which time, Lessor shall have a period of thirty (30) days to notify Lessee of its intent to purchase said equipment, either in whole or in part. The purchase price for any said equipment shall be the Fair Market Value (as defined below) of the equipment at the time as determined by mutual agreement of the Parties. "Fair Market Value" means the cash price at which such equipment would change hands for its value in place as an operational facility (if applicable) between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell, and both having reasonable knowledge of the relevant facts. If the Parties are unable to agree within 30 days of Lessor's exercise of its Option, Fair Market Value shall be determined in accordance with Section 13.1.2 below and shall assume that the gas rights granted by the LFG Sale Agreement are available for the use of Purchaser's Facility pursuant to the terms and conditions of the LFG Sale Agreement.

1.1.2 If the Parties are unable to agree on the Fair Market Value of the equipment, as set forth in Section 13.1 above, the Lessor shall appoint a Qualified Appraiser (as defined below) to determine the Fair Market Value of such equipment. The Lessor shall be solely responsible for the costs and expenses of such Qualified Appraiser. For purposes herein, the term "Qualified Appraiser" means a nationally recognized third-party appraiser reasonably acceptable to Lessor and Lessee which shall (i) be qualified to appraise landfill and renewable natural gas facilities, and experienced in such businesses in the general geographic region of the relevant Purchaser's Facility, and (ii) not be associated with either Lessor or Lessee or any Affiliate of either of them.

1.1.3 If Lessee disputes the Fair Market Value, then Lessee shall engage a second Qualified Appraiser. If the Fair Market Value determined by the second Qualified Appraiser is equal to or less than ten percent (10%) higher or lower than the Fair Market Value determined by the first Qualified Appraiser, the purchase price shall be the Fair Market Value as determined by that first Qualified Appraiser and Lessee shall pay the costs and expenses of the first and second Qualified Appraiser. If the Fair Market Value determined by the second Qualified Appraiser is greater than (10%) higher or lower than the Fair Market Value determined by the first Qualified Appraiser, then:

(a) (1) the Parties shall select a mutually agreeable third Qualified Appraiser; (2) the purchase price shall be the average of the Fair Market Value of each of the three Qualified Appraisers; and (3) the Parties shall share the costs and expenses of all Qualified Appraisers equally.

(b) If the Parties cannot agree on a mutually agreeable third Qualified Appraiser, then the purchase price shall be the average of the Fair Market Values determined by the first and second Qualified Appraisers and the Parties shall share the costs and expenses of all Qualified Appraisers equally.

1.1.4 Once a purchase price has been identified, either by Lessee accepting the Fair Market Value (whether from Lessor or as determined by such Qualified Appraiser) or by the provisions of Section 13.1.3(b), the Parties shall promptly execute and deliver a customary purchase and sale agreement reasonably satisfactory to the Parties in all material respects providing for the purchase and sale of such equipment free and clear of all liens, judgements and taxes (unless otherwise agreed to by the Parties). The purchase of the Purchaser's Facility shall be on an "As-Is Basis," "with all faults".

Section 1.2 Removal and Restoration Obligations. Unless the Parties agree in writing to an alternative arrangement, following the expiration or earlier termination of this Agreement, (a) Lessee shall, at Lessee's sole cost and expense, at the end of the Term, (i) remove the Purchaser's Facility and all personal property of Lessee from the RNG Site; (ii) remove or cap any of Lessee's facilities that are located under the surface of the WM Property, or at Lessor's direction, remove all underground equipment, including but not limited to the natural gas distribution pipeline located on the Natural Gas Pipeline Easement and the Discharge Water Line; (iii) restore the condition of the WM Property, including the RNG Site, to the condition it existed on the Effective Date, ordinary wear and tear excepted; and (b) Lessee shall, at its sole cost and expense (i) deliver possession of the WM Property, including the RNG Site, to Lessor, free and clear of all liens and encumbrances related to Lessee's use and control of the RNG Site; (ii) upon Lessor's request, execute and deliver any instrument of transfer, conveyance or release necessary or desirable to confirm the vesting of such rights in Lessor; and (iii) execute a recordable memorandum of termination evidencing the termination of any recorded agreements related to this Agreement or the LFG Sale Agreement.

Article XIV CASUALTY AND CONDEMNATION

Section 1.1 Casualty. Lessee shall give prompt written notice to Lessor of any casualty to Purchaser's Facility. Lessor shall give prompt written notice to Lessee of any casualty to the WM Property, the Landfill or any portion thereof, or to the Collection System, the Permitted Flare, and the Leachate Collection System. Lessee shall use commercially reasonable efforts to restore the Purchaser's Facility as soon as reasonably practicable under the circumstances. Lessee shall provide Lessor with its plans for the restoration of the Purchaser's Facility as soon as reasonably practicable following such casualty.

Section 1.2 Condemnation. If, at any time during the Term, the WM Property, the Landfill, the Purchaser's Facility, or any part thereof or interest therein, shall be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Lessee or Lessor receive any notice or other information regarding such proceeding, the Party receiving such notice or other information shall give prompt written notice thereof to the other Party. Lessor and Lessee agree to request the courts in such condemnation proceeding to make separate awards to Lessor and Lessee. If, for any reason, the courts are unwilling or unable to make separate awards, Lessor and Lessee agree that the one award shall be equitably apportioned to reflect each Party's respective interests. Each of Lessee and Lessor shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings.

Article XV EVENTS OF DEFAULT AND REMEDIES

Section 1.1 Events of Default. Section 9.1 (excluding subsection 9.1(g) and subsection 9.1(h)) of the LFG Sale Agreement are incorporated herein, *mutatis mutandis*. For the avoidance of doubt, Section 9.1(e) of the LFG Sale Agreement shall be read, when incorporated herein *mutatis mutandis*, as follows: "A Party causes an 'Event of Default' under the LFG Sale Agreement and the non-defaulting Party exercises its mature right to terminate the LFG Sale Agreement due to such 'Event of Default'."

Section 1.2 Remedies.

1.1.1 In the event of a breach of or default under this Agreement, whether or not such breach or default results in a termination of this Agreement, and without limitation of the non-defaulting Party's right to terminate this Agreement as provided in this Article XV, (a) the Parties shall have the right to exercise all of their respective rights and remedies available at law or equity in respect of such breach, default, or termination and (b) in the event of a Lessee Event of Default, (i) Lessor shall have the right to regain possession of the RNG Site and receive reimbursement for Lessor's reasonable out of pocket costs incurred in connection with the same (including reasonable attorney's fees), (ii) receive reimbursement for Lessor's reasonable out of pocket costs incurred in removing Lessee's equipment, trade fixtures and personal property as permitted herein following termination of this Agreement, and (iii) receive reimbursement for Lessor's reasonable out of pocket costs incurred otherwise performing such repairs and restorations as required under this Agreement.

1.1.2 Without limitation of the foregoing, each Party acknowledges that in the event of a breach or default or potential breach or default by the other Party of this Agreement, the non-defaulting Party may be irreparably harmed and that monetary damages hereunder may be an insufficient remedy for such harm, and in such event, non-defaulting Party may seek any and all available equitable remedies, including injunctive relief and specific performance, in respect of such breach or potential breach.

Section 1.3 Limitation on Damages; Waiver of Special, Indirect Incidental, Punitive and Consequential Damages.

1.1.1 LIMITATION OF LIABILITY. THE MAXIMUM LIABILITY FROM ONE PARTY TO ANOTHER IN ANY YEAR SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND WILL, IN NO EVENT, WHEN TAKEN TOGETHER WITH SUCH PARTY'S LIABILITY UNDER THE LFG SALE AGREEMENT, EXCEED THREE MILLION DOLLARS (\$3,000,000); PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (I) ACTS OF WILLFUL MISCONDUCT OR FRAUD, (II) VIOLATIONS OF APPLICABLE LAW, (III) ANY AMOUNTS RECEIVED BY

SUCH PARTY PURSUANT TO INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY SUCH PARTY PURSUANT TO THIS AGREEMENT, THE LFG SALE AGREEMENT, OR OTHERWISE APPLICABLE TO THE PURCHASER'S FACILITIES OR THE LANDFILL, OR (IV) INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS SET FORTH IN THIS AGREEMENT.

1.1.2 WAIVER OF CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY WAIVES ANY CLAIM TO, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, DOWN TIME COSTS, LOSS OF OPPORTUNITY, LOSS OF TAX CREDITS, AND LOSS OF GOODWILL; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE CONSTRUED AS LIMITING AN OBLIGATION OF A PARTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AGAINST CLAIMS ASSERTED BY THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, THIRD PARTY CLAIMS FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. FOR PURPOSES OF THIS AGREEMENT, THE TERM "THIRD PARTY" EXCLUDES A PARTY'S AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, LENDERS, SUCCESSORS AND ASSIGNS. If a Party terminates this Agreement due to the other Party's Event of Default, all sums due hereunder shall be paid no later than thirty (30) days following the date of termination.

Section 1.4 Double Recovery; Proper Assertion of Claims. Notwithstanding the fact that a Party may have the right to seek indemnification under or with respect to more than one provision of this Agreement or any other agreement entered into in connection herewith, in respect of any fact, event, condition or circumstance, neither Party shall be entitled to recover the amount of any Losses suffered by such Party more than once under all such agreements in respect of such fact, event, condition or circumstance, and an Indemnifying Party shall not be liable for indemnification to the extent the Indemnified Party has otherwise been fully compensated for such Losses; further, each Party hereby agrees to bring any claims for indemnification or Losses under the agreement most closely related to the events giving rise to such claim for indemnification or loss.

Article XVI MISCELLANEOUS

Section 1.1 Notices. All notices, reports, certifications, or other documentation, and other communications hereunder shall be in writing and shall be deemed given when received if delivered personally or by facsimile transmission with completed transmission acknowledgment or by electronic mail, or when delivered if mailed by overnight delivery via a nationally recognized courier or registered or certified first class mail (return receipt requested), postage prepaid, to the recipient Party at its below address (or at such other address or facsimile number for a Party as shall be specified by like notice; provided, however, that notices of a change of address shall be effective only upon receipt thereof and that any notice provided by electronic mail will be followed promptly by another form of notice consistent with this Section 16.1 and will be effective when such follow-up notice is deemed effective):

To Lessor:

Waste Management of California, Inc.
PO Box 1870
Morgan Hill, California 95038
Attn: [***]
Email: [***]

With a copy to:

WM Renewable Energy, L.L.C.
800 Capitol, Suite 3000
Houston, Texas 77002
Attn: Vice President of Renewable Energy
Email: [***]

and:

Waste Management Legal
800 Capitol, Suite 3000
Houston, Texas 77002
Attn: General Counsel
Email: [***]

and:

WM Corporate Real Estate
720 Butterfield Road
Lombard, IL 60148
Attention: VP of Real Estate

To Lessee:

Kirby Canyon RNG, LLC
One North Lexington Avenue
Suite 1450
White Plains, New York 10601
Attn: Chief Operating Officer
Email: [***]

With a copy to:

OPAL Fuels LLC
One North Lexington Avenue
Suite 1450
White Plains, New York 10601
Attn: Office of General Counsel
Email: [***]

Each Party may designate a different address for notices by notice given as provided above.

Section 1.2 Assignment or Subletting. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns (including by operation of law), but, except as permitted in Section 16.5 below (as relates to reference to Section 13.14 of the LFG Sale Agreement (Lender Cooperation)), neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned or sublet by any Party without the prior written consent of the other Party (to be granted in the other Party's sole discretion), provided that Lessor may make such an assignment without Lessee's consent to (a) a successor to substantially all of Lessor's business, whether in a merger, sale of stock, sale of assets or other transaction, so long as that transaction complies with the

other provisions of this Agreement or its Affiliate and (b) an Affiliate. Any purported assignment, sublease or delegation in violation of this Section shall be null and void.

Section 1.3 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that a Party may be a partnership, limited partnership or limited liability company, each Party hereto, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Parties shall have any obligation hereunder and that it has no rights of recovery hereunder against, and no recourse hereunder or under any documents, agreements, or instruments delivered contemporaneously herewith or in respect of any oral representations made or alleged to be made in connection herewith or therewith shall be had against, any former, current or future director, officer, agent, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative or partner of any Party (or any of their respective successor or permitted assignees), or any Affiliate thereof or against any former, current or future director, officer, agent, employee, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative, general or limited partner, stockholder, manager or member of any of the foregoing, but in each case not including the Parties (each, a “Party Affiliate”), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such party against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other Applicable Law, or otherwise, except to the extent expressly provided for with respect to an agreement to which the applicable counter-Party is a party; it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable party under this Agreement or the transactions contemplated hereby, under any documents or instruments delivered contemporaneously herewith, in respect of any oral representations made or alleged to be made in connection herewith or therewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation. Each Party Affiliate is an express and intended third party beneficiary of this provision and shall have the right to enforce the terms hereof in all respects.

Section 1.4 Memorandum of Lease. Simultaneously with the execution of this Agreement, Lessor and Lessee, upon request of the other, shall execute recordable instruments designating the name of the parties, a description of the RNG Site, the Term, rights of extension, rights, restrictions, easements and privileges of which Lessee has the benefit under this Agreement and such other provisions of this Agreement as may be reasonably requested by other party to constitute a memorandum of lease and easement or a notice of lease and easement, as the case may be, under the Applicable Laws. Lessee or Lessor may cause such instrument to be recorded in the appropriate land records, and all recording costs, recordation taxes or other fees charged by any governmental agency in connection with such recordation (including transfer fees) shall be paid by the party causing such instrument to be recorded. Upon termination of this Agreement, upon the request of either party, the other party will execute an instrument in recordable form indicating that this Agreement has been terminated.

Section 1.5 Incorporated Provisions. The provisions of each of Section 13.2 (Governing Law, Jurisdiction, Venue), 13.3 (Dispute Resolution), 13.4 (Counterparts), 13.5 (Waiver of Compliance; Consents), 13.6 (No Third Party Beneficiaries), 13.7 (Interpretation), 13.8 (Severability), 13.9 (Entire Agreement), 13.10 (Construction of Agreement), 13.11 (Further Assurances), 13.12 (Emergency Contact), 13.13 (No Partnership), 13.14 (Lender Cooperation), 13.15 (Confidentiality), and 13.16 (Public Announcement) of the LFG Sale Agreement are incorporated herein by reference, *mutatis mutandis*.

Section 1.6 Estoppel Certificates. The Parties hereby agree that upon not less than twenty (20) Business Days prior written notice from the other Party (the “Requesting Party”),

such Party (the "Receiving Party") shall execute, acknowledge, and deliver to the Requesting Party, a statement in writing in such form as may reasonably be required by the Requesting Party, its lender, or other party reasonably requested by the Requesting Party, certifying: (i) the date of commencement of this Agreement; (ii) if this Agreement has been modified; (iii) if this Agreement is in full force and effect; (iv) the date to which rent and other sums payable under this Agreement have been paid; (v) if there are any current breaches under this Agreement by either Lessor or Lessee; and (vi) such other matters respecting this Agreement or the RNG Site as are reasonably requested, to the extent such statements are true and correct as of such date. Each Party shall reasonably cooperate with the other Party in providing estoppels requested pursuant to this Section 16.6, but the Requesting Party shall be considerate of the time and effort of the Receiving Party and not unreasonably burden the Receiving Party with such requests.

[Signature Page to Follow]

LESSOR

WASTE MANAGEMENT OF CALIFORNIA, INC.

By: /s/ Barry Skolnick

Name: Barry Skolnick

Its: President

LESSEE

KIRBY CANYON RNG, LLC

By: /s/ Jonathan Maurer

Name: Jonathan Maurer

Its: Co-CEO

PORTIONS OF INFORMATION CONTAINED IN THIS AGREEMENT HAVE BEEN EXCLUDED FROM THIS AGREEMENT BECAUSE THEY ARE BOTH NOT MATERIAL AND THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. EXCLUDED INFORMATION IS MARKED AS [***] BELOW

LANDFILL GAS PURCHASE AND SALE AGREEMENT

Between

GUADALUPE RUBBISH DISPOSAL CO., INC.

And

GUADALUPE RENEWABLE ENERGY LLC

Dated as of August 28, 2023

LANDFILL GAS PURCHASE AND SALE AGREEMENT

This LANDFILL GAS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and dated as of August 28, 2023 (“Effective Date”), between Guadalupe Rubbish Disposal Co., Inc. (“Seller”), a California corporation and Guadalupe Renewable Energy LLC (“Purchaser”), a Delaware limited liability company.

RECITALS

WHEREAS, Seller owns and operates the Landfill;

WHEREAS, LFG (as defined below) is produced within the Landfill as a by-product of the decomposition of refuse;

WHEREAS, Seller owns a system of wells, pipes, and ancillary equipment at the Landfill in order to collect and extract LFG from the Landfill (the “Collection System”);

WHEREAS, Purchaser’s Facility (as defined below) will be constructed on a portion of the real property where the Landfill is located, which real property Purchaser intends to lease from Seller or its Affiliate pursuant to a Lease Agreement executed on the Effective Date;

WHEREAS, Purchaser desires to purchase LFG collected by the Collection System to process in Purchaser’s Facility; and

WHEREAS, Seller and Purchaser desire to enter into this Agreement for the sale and purchase of LFG collected and extracted from the Landfill for processing at Purchaser’s Facility, on the terms and conditions set forth below.

NOW, 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

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the meanings specified below:

“AAA” has the meaning set forth in Section 13.3.3.

“AAA Rules” has the meaning set forth in Section 13.3.3.

“Affiliate” means, of any Person, means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified, provided that notwithstanding anything in this Agreement to the contrary, Seller is not an Affiliate of Purchaser and vice versa. For purposes of this definition, the direct or indirect ownership of over fifty percent (50%) of the outstanding voting securities of an entity, or the right to receive over fifty percent (50%) of the profits or earnings of an entity shall be deemed to constitute control. Such other relationships as in fact results in actual control over the management, business and affairs of an entity, shall also be deemed to constitute control.

“Agreement” means this Landfill Gas Purchase and Sale Agreement, including all Schedules and Attachments attached hereto, and any amendments hereto.

“Applicable Law” means any law (including common law), statute, act, decree, ordinance, rule, directive (to the extent having the force of law), tariff, order, treaty, Permit, code or regulation or any binding interpretation of any of the foregoing, as enacted, issued or promulgated by any Governmental Authority, including all amendments, modifications, extensions, replacements or re-enactments thereof, in each case applicable to and binding upon such Person or any of its properties or to which such Person or any of its property is subject.

“Authorized Representative(s)” means Seller’s Authorized Representative or Purchaser’s Authorized Representative, or both, as the context requires.

“Billing Year” means each calendar year during the Term of this Agreement, except that (a) the first Billing Year shall commence on the Delivery and Purchase Commencement Date and end on the first December 31st following such date and (b) the last Billing Year shall end at the end of the Term, or if applicable, upon the earlier termination of this Agreement.

“Books and Records” has the meaning set forth in Section 5.3.1.

“Business Day” means a Day other than a Saturday, Sunday, or other Day on which banks in Houston, Texas are authorized or required to close.

“Collection Improvement Proposals” has the meaning set forth in Section 4.6.2.

“Collection System” has the meaning set forth in the recitals hereto.

“Condensate” means the liquid resulting from the condensation of water generated from the operation of Purchaser’s Facility.

“Conditions Precedent to Seller’s Delivery Obligations” shall have the meaning specified in Section 3.6.

“Day” means each twenty-four-hour period beginning at 12:01am in the time zone where the Landfill is located.

“Delivery and Purchase Commencement Date” means the period of time commencing upon the achievement of the Conditions Precedent to Seller’s Delivery Obligations, as memorialized in a certificate issued by a duly authorized officer of Purchaser.

“Delivery Point” means the point of interconnection between facilities of the Seller and Purchaser’s Facility.

“Disclosing Party” has the meaning set forth in Section 13.15 of this Agreement.

“Dispute” has the meaning set forth in Section 13.3.1.

“Effective Date” has the meaning set forth in the preamble of this Agreement.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, incentive payments, and allowances of any kind or nature, howsoever entitled, attributable to the environmental and renewable attributes associated with the processing or utilization of LFG and the production of electricity or any other product, including the production and delivery of electricity for use with electric vehicles or for any other purpose intended as renewable energy or for reduction of air emissions of any kind or nature or for any other environmental benefit of any kind or nature, in each case whether now existing or later arising. Environmental Attributes currently include, for example: (i) renewable energy credits

created as a result of generating electricity from a renewable feedstock, (ii) renewable identification numbers or low carbon fuel standard credits, (iii) any avoided emissions of pollutants to the air, soil or water such as methane (CH₄) and other greenhouse gases (GHGs) defined in 40 CFR 98.6 or 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; provided that sulfur oxides (SO_x), nitrogen oxides (NO_x), and carbon monoxide (CO) are expressly excluded from the definition of Environmental Attributes, and (iv) the reporting rights to any of these Environmental Attributes or avoided emissions; (v) Renewable Identification Numbers ("RINs"); (vi) Electric Renewable Identification Numbers ("E-RINs"), and (vii) Low Carbon Fuel Standard or equivalent credits issued by any state ("LCFS").

"Environmental Law" means any Applicable Law which pertains to human health and safety (to the extent related to the handling of, or exposure to, any Hazardous Substance), pollution or protection of the environment or natural resources (including but not limited to soil, land surface or subsurface strata, ambient air, surface water or groundwater), or the use, production, generation, handling, transportation, treatment, testing, recycling, storage, disposal, discharge, release, or cleanup of Hazardous Substances.

"Event of Default" has the meaning set forth in Section 9.1.

"Extension Fee" has the meaning set forth in Section 9.1(h)(ii).

"Force Majeure Event" has the meaning set forth in Section 10.1.

"GAAP" means United States generally accepted accounting principles consistently applied.

"Governmental Authority" means any foreign, federal, state, county, municipal, district, or other local governmental entity, tribal, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority.

"Gross Revenues" means the amount of cash received (net of transaction costs including dispensing fees) by Purchaser in a calendar month arising from the sale of production of electricity from LFG supplied by Seller to Purchaser at Purchaser's Facility, including, without duplication, from (i) the sale by Purchaser of Environmental Attributes associated with electricity produced at Purchaser's Facility, and (ii) the commodity sale of Products produced at Purchaser's Facility.

"Hazardous Substance" means any material, substance or waste that is subject to regulation, investigation, control, or remediation under any Environmental Law, including any material, substance or waste that is defined as a "hazardous material," "hazardous substance," "hazardous waste," "toxic waste" or "toxic substance."

"Indemnified Party" has the meaning set forth in Section 11.2.1.

"Indemnifying Party" has the meaning set forth in Section 11.2.1.

"Independent Engineer" has the meaning set forth in Section 13.3.2.

"Landfill" has the meaning set forth in the Lease Agreement.

"Landfill Operations" has the meaning set forth in Section 2.1.6 of the Lease Agreement.

“Lease Agreement” means that Lease Agreement by and between Purchaser and Seller (or an Affiliate of Seller) pursuant to which Purchaser leases from Seller (or an Affiliate of Seller) the real property where Purchaser’s Facility are or will be located.

“Lender” has the meaning set forth in Section 13.14.

“LFG” or “Landfill Gas” means the gases and their constituents, including methane, carbon dioxide and other gases produced by the decomposition of matter within the Landfill, above the liner on top of which the solid waste is deposited and below the cap covering the solid waste deposited at the Landfill, as such landfill gas may exist from time to time.

“Losses” has the meaning set forth in Section 11.1.1.

“MMBtu” means one million (1,000,000) British Thermal Units.

“Notice” has the meaning set forth in Section 13.1.

“Outside Date” has the meaning set forth in Section 9.1(h).

“Party” shall mean Seller or Purchaser, as applicable, and “Parties” shall mean both Seller and Purchaser.

“Party Representative Negotiations” has the meaning set forth in Section 13.3.1.

“Permit” means all approvals, rulings, certifications, judgments, decrees, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, licenses, filings, tariffs and rates which are required under Applicable Law to be obtained or maintained by either Party in connection with the performance of its obligations pursuant to this Agreement.

“Person” means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or governmental entity or any department or agency thereof.

“Personnel” means, with respect to a Person, the employees, officers, directors, agents, representatives, partners, consultants, engineers, invitees, subcontractors and vendors of (a) such Person, (b) any of its Affiliates, or (c) any of its subcontractors or vendors of any tier.

“Products” means Environmental Attributes, electricity, and diesel, naphtha, wax and other hydrocarbon products produced (directly or indirectly) by Purchaser, Lessee, or their Affiliates from the Recovered Landfill Gas.

“Punitive Damages” has the meaning set forth in Section 13.3.3(f).

“Purchase Obligation” has the meaning set forth in Section 4.1.2.

“Purchaser’s Facility” means all facilities that are engineered, designed, constructed and installed on Seller’s (or its Affiliates’) property by and/or for Purchaser, as approved by Seller pursuant to Section 7.2 of the Lease Agreement.

“Purchaser Persons” has the meaning set forth in Section 11.1.2.

“Purchaser’s Permits” has the meaning set forth in Section 3.3.1.

“Quarterly Reviews” has the meaning set forth in Section 4.6.2.

“Receiving Party” has the meaning set forth in Section 13.15 of this Agreement.

“Royalty” means the sum of (i) [***] percent ([***]%) of electricity Gross Revenues received by Purchaser and (ii) [***] percent ([***]%) of e-RIN Gross Revenues received by Purchaser, in the applicable calendar month.

“Seller” has the meaning set forth in the preamble of this Agreement.

“Seller Persons” has the meaning set forth in Section 11.1.1.

“Substantial Completion” means (i) the Purchaser’s Facility has been constructed in accordance with the applicable design requirements, except for punch list work which is not necessary to safely run the Purchaser’s Facility, (ii) all pre-operational testing and startup activities, have been performed successfully, and (iii) the Purchaser’s Facility is sufficiently complete such that it can be operated for its intended purpose.

“Taxes” means:

(a) any taxes, customs, duties, charges, fees, levies, penalties or other assessments imposed by any federal, state, local or foreign taxing authority, including, but not limited to, income, gross receipts, windfall profit, severance, real and personal property, production, sales, use, license, excise, franchise, net worth, employment, occupation, payroll, withholding, social security, alternative or add-on minimum, ad valorem, transfer, stamp, or environmental tax, or any other tax, custom, duty, fee (including any franchise fee or similar fee), levy or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax, or additional amount attributable thereto; and

(b) any liability for the payment of amounts with respect to payment of a type described in clause (a), including as a result of being a member of an affiliated, consolidated, combined or unitary group, as a result of succeeding to such liability as a result of merger, conversion or asset transfer or as a result of any obligation under any tax sharing arrangement or tax indemnity agreement.

“Term” means that period of time described in Article II.

“Utility” means the natural gas utility, whether local distribution company or interstate pipeline, to which the electricity produced by Purchaser’s Facility is delivered for the delivery to third parties.

Section 1.2 Construction of Certain Terms and Phrases.

1.1.1 All exhibits, annexes, and schedules attached to this Agreement are incorporated herein by this reference and made a part hereof for all purposes. References to sections, exhibits, annexes and schedules are, unless otherwise indicated, references to sections, exhibits, annexes and schedules to this Agreement. References to a section shall mean the referenced section and all sub-sections thereof;

1.1.2 As used in this Agreement and in any certificate or other documents made or delivered pursuant hereto or thereto, financial and accounting terms not defined in this Agreement or in any such certificate or other document, and financial and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, will have the respective meanings given to them under GAAP. To the extent that the definitions of financial and accounting terms in this Agreement or in any such certificate or other

document are inconsistent with the meanings of such terms under GAAP, the definitions contained in this Agreement or in any such certificate or other document will control;

1.1.3 The words “hereof”, “herein”, “hereunder”, and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement unless otherwise specified. The terms “includes” or “including” will mean “including without limitation;”

1.1.4 The definitions contained in this Agreement are applicable to the singular, as well as the plural forms of such terms and to the masculine, as well as to the feminine and neuter genders of such terms;

1.1.5 Unless the context otherwise requires, the capitalized terms used in this Agreement shall have the definitions set forth in this Article I;

1.1.6 Any capitalized term used but not defined in this Agreement shall have the meaning given to such term in the Lease Agreement. Any term not defined in this Article I or elsewhere in this Agreement (including an amendment or exhibit) or in the Lease Agreement that is used in this Agreement, shall have its plain meaning in common English usage provided that words and abbreviations having well-known meaning in the United States LFG production industry shall have those meanings;

1.1.7 Any agreement or instrument defined or referred to herein or in any instrument or certificate delivered in connection herewith means (unless otherwise indicated herein) such agreement or instrument as from time to time amended, amended and restated, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein;

1.1.8 Reference to a Governmental Authority shall include an entity succeeding to its functions;

1.1.9 All documents required to be provided under this Agreement shall be in English;

1.1.10 References to any statute, code or statutory provision are to be construed as a reference to the same as it exists as of the Effective Date, and includes references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

1.1.11 All monetary amounts contained in this Agreement refer to the currency of the United States.

Article II **TERM**

The Term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of twenty-five (25) years from the first Day of the month following the Delivery and Purchase Commencement Date, unless terminated earlier pursuant to the terms of this Agreement (the “Term”).

Article III
CONSTRUCTION, TESTING AND START-UP OBLIGATIONS

Section 1.1 Cooperation Regarding Construction, Testing and Start-Up Obligations. The Parties shall cooperate in good faith with each other in connection with the construction, testing and startup tasks required to perform the Parties' obligations hereunder.

Section 1.2 Timeline for Construction. An indicative timeline for the completion of the construction, testing and start-up tasks is set forth in Exhibit A.

Section 1.3 Permits.

1.1.1 Purchaser Permits. Except for any (a) Designated WM Permits (as defined in the Lease Agreement), Purchaser shall, at its sole cost take all steps reasonably necessary to obtain and maintain in effect all Permits required in connection with the performance of its obligations hereunder, including without limitation an air Permit pursuant to Regulation 2, Rule 1 (Permits – General Requirements) issued by the BAAQMD (collectively, "Purchaser's Permits").

1.1.2 Cooperation Regarding Permits. Upon request, Seller shall reasonably assist Purchaser in connection with obtaining any Purchaser's Permits with all of Seller's costs related to obtaining such Purchaser's Permits (including, without limitation, Seller's reasonable legal fees and expenses) to be borne by Purchaser;

Section 1.4 Compliance with Laws. During the Term, Purchaser shall comply with all Applicable Laws in the performance of its obligations under this Agreement.

Section 1.5 Design, Construction and Operation of Purchaser's Facility. Purchaser (or its Affiliate) shall design and build Purchaser's Facility in accordance with Sections 7.1 and 7.2 of the Lease Agreement. During the Term, Purchaser shall operate (or cause the operation of) Purchaser's Facility in compliance with all Applicable Laws, authorizations, applicable Purchaser contracts, and Section 7.3 of the Lease Agreement.

Section 1.6 Conditions Precedent to Seller's LFG Delivery Obligations. Seller's obligation to deliver LFG pursuant to Section 4.1.2 of this Agreement is subject to the satisfaction or waiver by Seller of each of the conditions set forth in this Section 3.6 (the "Conditions Precedent to Seller's Delivery Obligations"). Purchaser shall provide reasonable documentation to support each certification provided to Seller as described herein.

1.1.1 Purchaser Permits. Purchaser shall have certified to Seller that all Purchaser Permits have been obtained and are in full force and effect.

1.1.2 Purchaser's Facility. (a) Purchaser has provided Seller with a certificate issued by Purchaser's contractor and accepted by Purchaser stating that Purchaser's Facility achieved Substantial Completion, (b) Purchaser's Facility is able to produce electricity that can be delivered to a Utility, and (c) Purchaser's Facility is able to receive and process LFG delivered by Seller as contemplated by this Agreement.

1.1.3 Rental Payment. Purchaser (or its Affiliate) shall have paid Seller (or its Affiliate) all rental payments required pursuant to Section 6.1(a) of the Lease Agreement.

Article IV
LFG DELIVERY AND PURCHASE OBLIGATIONS

Section 1.1 Purchase and Delivery Obligations.

1.1.1 Prior to Delivery and Purchase Commencement Date. During the period prior to the Delivery and Purchase Commencement Date, Seller shall make available to Purchaser at the Delivery Point and sell to Purchaser all LFG (together with all associated Environmental Attributes) collected from the Landfill up to such amounts required by Purchaser for the purpose of testing the Purchaser's Facility, and subject to Section 4.4, Purchaser shall accept and purchase all LFG (together with all associated Environmental Attributes) delivered to Purchaser at the Delivery Point up to such amounts required by Purchaser for the purpose of testing the Purchaser's Facility.

1.1.2 LFG Delivery and Purchase Obligations. Upon and following the Delivery and Purchase Commencement Date, subject to Sections 4.2 and 4.3, Seller shall make available to Purchaser at the Delivery Point and sell to Purchaser all LFG (together with all associated Environmental Attributes) collected from the Landfill, and subject to Section 4.4, Purchaser shall accept and purchase all LFG (together with all associated Environmental Attributes) delivered to Purchaser at the Delivery Point up to one hundred percent (100%) of the design capacity of Purchaser's Facility (the "Purchase Obligation"). Seller shall have the right at all times to use or consume any quantity of LFG if Seller determines in its sole judgment that such use or consumption is necessary for compliance with Applicable Laws or Permits, without liability to Purchaser even if such use or consumption of LFG reduces the quantity or quality of LFG delivered to Purchaser pursuant to this Agreement.

Section 1.2 Excused LFG Delivery. Seller's delivery and sale obligation shall be excused to the extent prevented due to (a) a Force Majeure Event; (b) an act or omission of Purchaser, or (c) Seller's use, consumption, or destruction of LFG as permitted pursuant to Sections 4.1.2 and 4.4 and if necessary to comply with Applicable Law. Any such interruption or reduction of delivery of LFG shall be discontinued as soon as reasonably practicable.

Section 1.3 Excused Interruption of LFG Acceptance Obligation. If Purchaser fails to accept LFG (a) due to a Force Majeure Event; (b) due to an act or omission of Seller in violation of this Agreement; or (c) methane concentrations of LFG falling below forty-five percent (45%) for more than one Day as averaged over no less than a consecutive twenty-four hour period (as measured using a mutually agreed upon device), then Purchaser's interruption of its acceptance and purchase of LFG shall be excused. Any such interruption in the purchase of LFG or reduction in quantity of LFG purchased shall be discontinued as soon as reasonably practicable.

Section 1.4 Diversion of LFG Not Accepted by Purchaser. Purchaser's Facility shall be designed to divert from the Delivery Point and return to Seller any LFG that Purchaser does not accept. Seller shall have no obligation to Purchaser with respect to any such LFG after diversion of such LFG, and Seller shall be free to destroy, sell, process, consume or take any other action with respect to such LFG that Purchaser does not accept, including using such LFG as fuel to generate electric energy or renewable fuel, without liability or obligation to Purchaser.

Section 1.5 Title to Landfill Gas.

1.1.1 Warranty of Title. Seller represents and warrants that it will have good title to all LFG delivered hereunder, free and clear of liens and encumbrances.

1.1.2 Transfer of Title. Title to, and control and possession of LFG sold and purchased hereunder shall transfer to Purchaser at the Delivery Point free and clear of all liens and encumbrances.

1.1.3 Indemnity. Subject to the provisions of Article XI:

(a) Seller assumes full responsibility and liability for and shall indemnify, and hold harmless Purchaser and any Affiliate of Purchaser and any such Affiliate's and Purchaser's directors, officers, partners, members, shareholders, employees or agents, harmless from and against any and all Losses resulting from and/or caused by the LFG prior to the Delivery Point, except to the extent resulting from Purchaser's negligence, willful misconduct, violation of Applicable Law, or fraud.

(b) Purchaser assumes full responsibility and liability for and shall indemnify, and hold harmless Seller and any Affiliate of Seller and any such Affiliate's and Seller's directors, officers, partners, members, shareholders, employees or agents, harmless from and against any and all Losses resulting from and/or caused by the LFG after the Delivery Point, except to the extent resulting from Seller's gross negligence, willful misconduct, violation of Applicable Law or fraud.

(c) The indemnities set forth in this Section 4.5.3 shall survive the termination or expiration of this Agreement.

Section 1.6 Seller O&M.

1.1.1 Operation of Collection System. Seller shall operate and maintain the Collection System in proper working order and shall be responsible for installation, operation, and compliance of the Collection System with all Applicable Laws and applicable Permits. In the event of damage to the Collection System, Seller shall repair such damage as promptly as practicable.

1.1.2 Improvements to Collection System. Seller shall make improvements to the Collection System as required by Applicable Laws and Permits. Seller and Purchaser shall meet quarterly to review operational, compliance, and performance aspects of the Collection System ("Quarterly Reviews"). During these Quarterly Reviews, Purchaser shall be entitled to present proposals for modifications to the Collection System that are designed to improve the performance of the Purchaser's Facility ("Collection Improvement Proposals") at Purchaser's expense, and that do not impair Seller's ability to operate and maintain the Collection System in compliance with all Applicable Laws and applicable Permits. Seller shall use commercially reasonable efforts to incorporate the Collection Improvement Proposals in its planning for construction or operation and maintenance of the Collection System. Seller shall be responsible for all costs and expenses related to improvements to the Collections System, provided, however, that Purchaser shall promptly reimburse Seller in an amount not to exceed [***] dollars (\$[***) in the aggregate for reasonable documented expenses related to implementation of Collection Improvement Proposals that were carried out per prior written agreement between Purchaser and Seller.

Section 1.7 Affiliate Sales. Purchaser shall (a) at all times, use commercially reasonable efforts to maximize the value of the LFG, electricity, Environmental Attributes, and any other Products, and (b) not enter into any contracts for the sale of electricity or Product with any Affiliate of Purchaser except on arm's length terms.

Article V PAYMENT

Section 1.1 Payments.

1.1.1 Up-Front Payment. As a condition precedent to Seller's obligations under this Agreement and as compensation for Seller's preparation of the Landfill and Site (as defined in the Lease Agreement) in connection with this Agreement, Purchaser shall make an initial payment to Seller in the amount of [***] dollars (\$[***]) within ten (10) days following the Effective Date of this Agreement.

1.1.2 Collection System Improvements Payment. Pursuant to Section 4.6.2, Seller shall promptly invoice Purchaser on an as-incurred basis for all reimbursement owed to Seller for reasonable documented expenses related to the implementation of Collection Improvement Proposals, and Purchaser shall reimburse Seller for all such costs within ten (10) Business Days following its receipt of such invoice.

1.1.3 Royalty Payment. Purchaser shall pay the Royalty to Seller pursuant to the remaining provisions of this Article V.

Section 1.2 Billing and Payment.

1.1.1 Metering and Reporting. Purchaser shall cause its metering devices connected to the Utility to be read on the last Business Day of the month, and shall furnish Seller with a report on or before the fifteenth (15th) Day of the immediately following month. The report shall state the:

- (a) quantity of LFG delivered to Purchaser at the Delivery Point;
- (b) [reserved];
- (c) the total electricity delivered from Purchaser's Facility to the Utility during the immediately preceding month and for the year-to-date, updated each month to show cumulative megawatts of electricity delivered and Gross Revenues for which Seller has been previously compensated; and
- (d) all Environmental Attributes produced, earned, or otherwise generated as a result of the production or sale of electricity from Purchaser's Facility during the immediately preceding month, the financial compensation associated with electricity produced and/or sold for each month as well as a then current inventory report showing the following Environmental Attributes categories: (i) generated, (ii) sold, and (iii) remaining on deposit. Such inventory report shall be updated each month. The report shall include sufficient detail as to all forms of economic consideration received by Purchaser from Purchaser's sale of electricity, E-RINs, LCFS, and all other Environmental Attributes and Products, including, without limitation, all supporting documentation which may be requested by Seller to support such numbers. The Parties acknowledge and agree that Purchaser shall sell the Environmental Attributes in its discretion, but, in any event, such sale shall occur no later than one hundred and eighty (180) Days following the generation of such Environmental Attributes.

1.1.2 Payment. The report shall be accompanied by payment of the Royalty, as applicable, due to Seller for the applicable month, and all other fees or payments due under this Agreement.

1.1.3 Late Payment. Any payment not timely made by Purchaser under this Agreement shall accrue late interest at the lesser of (a) two and one-half percent (2.5%) per month, and (b) the highest rate permitted by law from the date due until such amounts are paid.

Section 1.3 Errors in Billing.

1.1.1 Books and Records. Purchaser shall keep full and detailed books, logs, records, daily reports, accounts, schedules, payroll records, receipts, statements, electronic files, correspondence and any other pertinent documents as may be required under Applicable Law in connection with this Agreement, and as necessary to fully and accurately document, evidence, and justify each element of the Royalty and all variables used to calculate the same and validate the total amount of LFG delivered and Products generated ("Books and Records"). Purchaser shall maintain all such Books and Records in accordance with GAAP and shall retain all such Books and Records for a minimum period of six years after payment of the applicable Royalty payment to which they relate, or such greater period of time as may be required under Applicable Law.

1.1.2 Audits. Upon reasonable notice, Seller and any of its representatives or invitees may audit or have audited Purchaser's Books and Records. When requested by Seller, Purchaser shall provide the auditors and Seller's representatives with reasonable access to, and reasonably requested copies of, any and all Books and Records.

1.1.3 Errors in Billing. If either Party hereto shall find 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 within twelve (12) months of the billing error. In such case, a Party owing an amount to the other Party due to the error shall pay the amount owed no later than thirty (30) Days after the Parties agree in good faith on the error and related amount owed.

Article VI
OPERATIONS AND MAINTENANCE

Section 1.1 Applicability of Article VI. Purchaser shall provide or arrange for all necessary maintenance, repairs and replacements for Purchaser's Facility in accordance with the terms of the Lease Agreement, and this Article VI.

Section 1.2 Control of Negative Pressure. For periods where Purchaser's Facility is accepting LFG hereunder, Seller shall advise Purchaser of the negative pressure at which Purchaser's Facility should operate. If Seller determines that Purchaser's Facility are creating negative pressure at the Delivery Point that may adversely affect Seller's compliance with this Agreement and Applicable Laws, Seller shall so notify Purchaser and Purchaser shall within twelve (12) hours, adjust the pressure to meet Seller's requirements. The Parties agree that the first priority and primary goal in setting the operating pressure of Purchaser's Facility is the maintenance of compliance with Applicable Law including without limitation the prevention of nuisance odors.

Section 1.3 Interruptions in Delivery or Purchase of Landfill Gas; No Warranty.

1.1.1 Notice of Interruption of Delivery or Purchase of Landfill Gas. Each Party shall immediately contact the other Party verbally, followed promptly with Notice in writing, in the event of any unanticipated interruption in the delivery or purchase of LFG hereunder.

1.1.2 Scheduled Outages. The Parties shall coordinate their scheduled outages and each Party shall provide written Notice to the other Party of a scheduled outage at least seven

(7) Days in advance of the planned commencement of the outage when possible or otherwise at the earliest possible time before the outage commences; provided that scheduled outages may not exceed twenty-four (24) Days in the aggregate in any twelve month period for Purchaser.

Section 1.4 Disclaimer of Warranty as to LFG Quality. Except as provided expressly herein or in the Lease Agreement, Seller makes no warranties with respect to the LFG, including without limitation any warranties of merchantability or fitness for a particular purpose, or any warranty as to the composition of the LFG.

Section 1.5 Condensate Disposal. All Condensate generated by the Purchaser's Facility in connection with the production of electricity shall be disposed of by Purchaser at Purchaser's sole cost and in accordance with Applicable Laws, unless otherwise agreed in writing between Purchaser and Seller.

Section 1.6 Meters. At no cost to Seller, Purchaser shall, at its own expense, install metering devices at a location at or near the Delivery Point, and shall operate, calibrate, and maintain (or cause the operation, calibration and maintenance of) the metering devices in accurate working order. The metering devices shall measure the volume and heating value of the LFG delivered to Purchaser and the electricity produced by Purchaser's Facility. Seller shall have access to the metering equipment at all reasonable times and shall be provided with electronic meter readings on a continuous basis.

1.1.1 Meter Tests. At Purchaser's expense, Purchaser shall keep its metering equipment accurate and in good working order, making such periodic tests as Purchaser deems necessary, but at least once during each Billing Year. Purchaser's meters shall be maintained and calibrated in accordance with the manufacturer's specifications at least once during each Billing Year. Purchaser shall give Seller reasonable advance Notice of any meter test or calibration so that Seller may have its representatives present. Seller may, upon reasonable advance written notice, request a special test of the metering equipment at any time. The expense of such special test shall be paid by Seller if the equipment is found to be inaccurate by less than the manufacturer's stated accuracy. If, upon any test, the equipment is found to be so inaccurate that it affects the measurement accuracy by the manufacturer's stated accuracy or more, the cost of the meter test shall be paid by Purchaser and meter readings shall be corrected for a period extending back to the date on which such inaccuracy first occurred, if that date can be reasonably determined. If that date cannot be reasonably determined, corrections shall be made for the time period agreed upon by the Parties.

1.1.2 Meter Out of Service. If Purchaser's metering equipment is out of service or out of repair so that the amount of LFG delivered by Seller cannot be determined or corrected, the Parties shall estimate the amount of LFG delivered by Seller during any period when the metering equipment is out of service or out of repair based on deliveries under similar conditions during earlier periods when the metering equipment was registering properly. Notwithstanding the above, if Seller installs metering equipment reasonably acceptable to Purchaser and tests, repairs and maintains such metering equipment in a manner that is comparable to the manner in which Purchaser repairs and maintains its metering equipment, then Seller's metering equipment shall be used to measure the quantity of LFG delivered during periods when Purchaser's metering equipment is out of service.

1.1.3 Seller's Operation. Purchaser's performance of its obligations pursuant to this Agreement shall at all times be subordinate to Seller's and its Affiliates operation of the Landfill. At all times during the Term, Seller and its Affiliates shall have the right to conduct Landfill Operations as Seller and its Affiliates deem necessary or desirable in their sole judgment, in accordance with, and pursuant to the terms of, the Lease Agreement and Applicable Law.

**Article VII
TAXES**

Seller shall pay or cause to be paid all Taxes and assessments imposed on Seller with respect to the sale of LFG, the Royalty payments, and the ownership of the Landfill and related facilities. Purchaser shall pay or cause to be paid all Taxes and assessments imposed upon Purchaser with respect to the purchase of LFG, sale of electricity, and the ownership of Purchaser's Facility and all Taxes that Purchaser is required to pay pursuant to the Lease Agreement.

**Article VIII
REPRESENTATIONS AND WARRANTIES**

Section 1.1 Representations and Warranties of Both Parties. Each Party represents and warrants to the other Party that the following statements are true and correct as of the Effective Date:

(a) there are no pending or, to such Party's knowledge, threatened claims, disputes, governmental investigations, suits, actions (including non-judicial real or personal property foreclosure actions), arbitrations, legal, administrative or other proceedings of any nature, domestic or foreign, criminal or civil, at law or in equity, by or against such Party that challenge the enforceability of this Agreement or the ability of such Party to consummate the transactions contemplated hereby.

(b) (i) Purchaser is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, lease, and operate its business as currently conducted in the State of California, with full legal right, power and authority to enter into and to perform its obligations hereunder and (ii) Seller is a corporation, duly formed, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to own, lease, and operate its business as currently conducted in the State of California, with full legal right, power and authority to enter into and to perform its obligations hereunder;

(c) it has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and this Agreement constitutes the legal, valid and binding agreement of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(d) no approval, authorization, order, consent, declaration, registration or filing with any Governmental Authority is required for the valid execution and delivery of this Agreement by such Party, except such as have been duly obtained or made. Such Party has all the rights required to enter into this Agreement and perform its obligations hereunder without the consent of any third party that has not been obtained and is in effect as of the date hereof; and

(e) neither the execution, delivery and performance of this Agreement nor the consummation by such Party of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of the organizational documents of such Party, or (ii) conflict with, result in any violation or breach of, constitute a default under, require any notice or consent under, result in the creation of any lien on such Party's

assets, or create any right of termination, under the conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which such Party is a party;

Section 1.2 Covenants of Both Parties. Each Party covenants to the other that during the Term of this Agreement it will:

(a) comply in all material respects at all times with all Applicable Laws necessary for its performance under this Agreement; and

(b) give all required Notices, and procure, maintain, and comply with, in all material respects, all applicable Permits necessary for the performance of its obligations under this Agreement, and pay all charges and fees in connection therewith.

Article IX EVENTS OF DEFAULT AND REMEDIES

Section 1.1 Events of Default. Each of the following occurrences shall constitute an “Event of Default” hereunder:

(a) A Party fails to make when due any payment required under this Agreement, and such failure is not cured within ten (10) Days after receipt of Notice from the other Party of such failure;

(b) Except for an Event of Default described in Section 9.1(a), the failure of a Party to perform any material covenant or obligation set forth in this Agreement, if such failure is not remedied within thirty (30) Days after receipt of Notice from the other Party of such failure, which Notice sets forth in reasonable detail the nature of the failure; provided however, that if the failure is not reasonably capable of being cured within the thirty (30) Day cure period specified above, but is curable, the Party that has failed to perform will have such additional time as is reasonably necessary to cure the failure (but in no event longer than one hundred eighty (180) Days), so long as such Party promptly commences and diligently pursues the cure; provided, further, that an Event of Default shall occur immediately to the extent any such failure cannot be cured;

(c) Any representation or warranty made by a Party in Section 8.1 of this Agreement shall have been false in any material respect when made unless such Party cures the misrepresentation or breach of warranty within thirty (30) Days after discovery by such Party or receipt of Notice from the other Party of the misrepresentation or breach of warranty;

(d) A Party (i) admits in writing its inability to pay its debts generally as they become due, (ii) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other Applicable Laws of the United States of America or any State, district or territory thereof, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver of the whole or any substantial part of its assets; (v) has a petition in bankruptcy filed against it, and such petition is not dismissed within sixty (60) Days after the filing thereof, (vi) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of its assets, and such order, judgment or decree is not vacated or set aside or stayed within sixty (60) Days from the date of entry thereof, or (vii) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial

part of its assets and such custody or control is not terminated or stayed within sixty (60) Days from the date of assumption of such custody or control;

(e) A Party causes an 'Event of Default' under the Lease Agreement and the non-defaulting Party exercises its mature right to terminate the Lease Agreement due to such 'Event of Default';

(f) After achieving Substantial Completion, Purchaser's Facilities are not commercially operational (for reasons other than a Force Majeure Event, scheduled outages, or as otherwise agreed in writing by the Parties) for a period of sixty (60) or more Days (in the aggregate) during any 365-Day period; provided that Purchaser may cure such default by paying the monthly Extension Fee (as defined below).

(g) Purchaser's Facilities are commercially operational, but Purchaser fails to purchase the Purchase Obligation (for reasons other than a Force Majeure Event, scheduled outages, or as otherwise agreed in writing by the Parties) for a period of thirty (30) or more Days (in the aggregate) during any 365-Day period; or

(h) If the Delivery and Purchase Commencement Date does not occur within three (3) years following the Effective Date (the "Outside Date"); provided that:

(i) the Parties agree that the Outside Date shall be extended on a Day- for-Day basis for each Day of delay caused by, (i) a Force Majeure Event (provided that in no event shall such extension exceed one hundred and eighty (180) Days in the aggregate without the consent of Seller, not to be unreasonably withheld if the Force Majeure Event extends beyond such one hundred and eighty (180) Day period), or (ii) any failure of Seller to perform obligations or satisfy conditions required under this Agreement or the Lease Agreement.

(ii) Purchaser may extend the Delivery and Purchase Commencement Date for purposes of avoiding the termination of this Agreement for a period up to twelve (12) months if it is diligently continuing its efforts to develop Purchaser's Facility. After the twelve (12) month period, Purchaser may extend the Delivery and Purchase Commencement Date for purposes of avoiding termination of this Agreement for a period up to twenty four (24) months by paying a fee to Seller equal to \$[***] per month (the "Extension Fee"). For the avoidance of doubt, the Extension Fee is paid by Purchaser to Seller to extend Purchaser's rights under this Agreement (and to delay Seller having a right to terminate this Agreement) and is not, and shall not be deemed to be, a penalty on Purchaser or damages incurred (liquidated or otherwise) by Seller and are to only be considered as compensation paid to Seller to preserve Purchaser's rights to the LFG from the Landfill.

Section 1.2 Remedies. Upon the occurrence of, and during the continuation of, an Event of Default that is not cured during any applicable cure period and for which this Agreement does not provide a specific or sole remedy, the non-defaulting Party may terminate this Agreement by Notice to the other Party, designating the date of termination and delivered to the defaulting Party no less than twenty (20) Days before such termination date. Upon the occurrence of an Event of Default, the non-defaulting Party may, in addition to the termination right described above and without regard to whether the non-defaulting Party terminates this Agreement, pursue all available remedies at law or in equity, subject to Section 9.3. The termination right pursuant to this Section 9.2 is in addition to any other termination rights provided elsewhere in this Agreement. Without limitation of the foregoing, each Party acknowledges that in the event of a breach or default or potential breach or default by the other

Party of this Agreement, the non-defaulting Party may be irreparably harmed and that monetary damages hereunder may be an insufficient remedy for such harm, and in such event, non-defaulting Party may seek any and all available equitable remedies, including injunctive relief and specific performance, in respect of such breach or potential breach.

Section 1.3 Limitation on Damages.

1.1.1 LIMITATION OF LIABILITY. THE MAXIMUM LIABILITY FROM ONE PARTY TO ANOTHER IN ANY YEAR SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND WILL, IN NO EVENT, WHEN TAKEN TOGETHER WITH SUCH PARTY'S LIABILITY UNDER THE LEASE AGREEMENT, EXCEED THREE MILLION DOLLARS (\$3,000,000); PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (I) ACTS OF WILLFUL MISCONDUCT OR FRAUD, (II) VIOLATIONS OF APPLICABLE LAW, (III) ANY AMOUNTS RECEIVED BY SUCH PARTY PURSUANT TO INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY SUCH PARTY PURSUANT TO THIS AGREEMENT, THE LEASE AGREEMENT, OR OTHERWISE APPLICABLE TO THE PURCHASER'S FACILITIES OR THE LANDFILL, OR (IV) INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS SET FORTH IN THIS AGREEMENT.

1.1.2 WAIVER OF CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY WAIVES ANY CLAIM TO, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, DOWN TIME COSTS, LOSS OF OPPORTUNITY, LOSS OF TAX CREDITS, AND LOSS OF GOODWILL; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE CONSTRUED AS LIMITING AN OBLIGATION OF A PARTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AGAINST CLAIMS ASSERTED BY THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, THIRD PARTY CLAIMS FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. FOR PURPOSES OF THIS AGREEMENT, THE TERM "THIRD PARTY" EXCLUDES A PARTY'S AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, LENDERS, SUCCESSORS AND ASSIGNS. If a Party terminates this Agreement due to the other Party's Event of Default, all sums due hereunder shall be paid no later than thirty (30) Days following the date of termination.

Section 1.4 Double Recovery; Proper Assertion of Claims. Notwithstanding the fact that a Party may have the right to seek indemnification under or with respect to more than one provision of this Agreement or any other agreement entered into in connection herewith, in respect of any fact, event, condition or circumstance, neither Party shall be entitled to recover the amount of any losses suffered by such Party more than once under all such agreements in respect of such fact, event, condition or circumstance, and an Indemnifying Party shall not be liable for indemnification to the extent the Indemnified Party has otherwise been fully compensated for such losses; further, each Party hereby agrees to bring any claims for indemnification or losses under the agreement most closely related to the events giving rise to such claim for indemnification or loss.

**Article X
FORCE MAJEURE**

Section 1.1 Definition. As used in this Agreement any acts, events, or occurrences that are reasonably unforeseeable and not caused by the negligence or willful misconduct of the affected Party or any of its Personnel and are beyond the reasonable control of such Party or any of its Personnel may be considered Force Majeure Events. Depending upon the facts and

circumstances, a “Force Majeure Event” as employed in this Agreement may include, without limitation: acts of God; strikes, lockouts or industrial disputes or disturbances of a nationwide or regional nature not specific to the Party claiming a Force Majeure Event; civil disturbances, arrests or restraint from rulers or people; acts of the public enemy, wars, riots, blockades or insurrections; pandemics, epidemics, lightning, earthquakes, fire, unusually severe weather, floods or explosions, governmental or judicial action or inaction, for reasons beyond either Party’s reasonable control, revoking, suspending, or preventing issuance of any licenses or Permits required for operation of the Landfill or Purchaser’s Facility; provided, however, that an economic downturn, or economic hardship suffered by a Party will not be deemed hereunder to be a Force Majeure Event.

Section 1.2 Excused Performance. A Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except the obligation to make payments previously due in a timely manner for liabilities actually incurred, if and to the extent that its failure of, or delay in, performance is caused by a Force Majeure Event; provided that a Party is not excused as a result of such occurrence from any obligations of such Party which arose before the occurrence causing the suspension of performance. To be entitled to the foregoing relief, the Party claiming excuse by reason of a Force Majeure Event must:

- (a) give the other Party prompt Notice describing the particulars of the Force Majeure Event as soon as the Party claiming excuse by reason of a Force Majeure Event knows of the occurrence of such event.
- (b) suspend performance only to the extent and for the duration that is reasonably required by the Force Majeure Event;
- (c) use commercially reasonable efforts to overcome or mitigate the effects of such occurrence; and
- (d) promptly resume performance hereunder when such Party can resume performance of its obligations under this Agreement, and shall give the other Party Notice to that effect.

Section 1.3 Settlement of Strikes. Nothing in this Article X shall be construed to require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to such Party’s interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be entirely within the discretion of the Party experiencing such action.

Section 1.4 Burden of Proof. If the Parties are unable in good faith to agree that a Force Majeure Event has occurred, the Party claiming a Force Majeure Event shall have the burden of proof as to whether such event constitutes a Force Majeure Event and is responsible for a failure or delay of the performance of its obligations.

Article XI INDEMNITY AND INSURANCE

Section 1.1 Indemnification.

1.1.1 Purchaser Indemnity. Purchaser shall indemnify, hold harmless and, subject to Section 11.2, defend Seller and its Affiliates and their respective stockholders, partners, members, managers, directors, officers, employees, agents, invitees and independent contractors, and their respective successors and assigns (“Seller Persons”), from and against any and all costs, claims, liabilities, penalties, fines, damages, expenses, causes of action, suits, or judgments, including, reasonable attorneys’ fees and all court costs and experts’ fees

(collectively, "Losses"), actually incurred or paid by a Seller Person (including in connection with the claims of third parties for injury to persons or damage to property or any proceeding by a Governmental Authority) to the extent caused by or arising from:

- (a) any breach by Purchaser of the representations and warranties set forth herein or in the performance of the duties and obligations of Purchaser under this Agreement or the Lease Agreement;
- (b) Purchaser's use, occupancy, conduct, operation, alteration, maintenance, repair, replacement, or management of Purchaser's Facility or the Landfill in violation of Applicable Laws;
- (c) any willful misconduct or negligent or grossly negligent act or omission of Purchaser or its Affiliate, representative or agent;
- (d) any Hazardous Substance contamination or other environmental condition, including clean-up actions or remediation work resulting therefrom, at the Landfill, whether now known or hereafter discovered and caused by Purchaser or its Affiliate, representative or agent; or
- (e) any and all claims, directly or indirectly arising out of or related to, Purchaser's purchase or processing of the LFG delivered to Purchaser after the Delivery Point under this Agreement, and any and all claims arising in connection with damage to property, including without limitation damage to Purchaser's Facility or the Landfill, injury of or death to persons, or otherwise arising in connection with electricity generated by such LFG.

1.1.2 Seller Indemnity. Seller shall indemnify, hold harmless and, subject to Section 11.2, defend Purchaser and its Affiliates and their respective stockholders, partners, members, managers, directors, officers, employees, agents, invitees and independent contractors, and their respective successors and assigns ("Purchaser Persons"), from and against any and all Losses, actually incurred or paid by a Purchaser Person (including in connection with the claims of third parties for injury to persons or damage to property or any proceeding by a Governmental Authority) to the extent caused by or arising from:

- (a) any breach by Seller of the representations and warranties set forth herein or in the performance of the duties and obligations of Seller under this Agreement or the Lease Agreement;
- (b) Seller's conduct, operation, alteration, maintenance, repair, replacement, or management of the Landfill in violation of Applicable Laws;
- (c) any willful misconduct or negligent or grossly negligent act or omission of Seller or its Affiliate, representative or agent;
- (d) any Hazardous Substance contamination or other environmental condition, including clean-up actions or remediation work resulting therefrom, at the Landfill, whether now known or hereafter discovered, caused by Seller or its Affiliate, representative or agent; or
- (e) any and all claims, directly or indirectly arising out of or related to, the collection and delivery of LFG prior to and at the Delivery Point, and any and all claims arising in connection with damage to property, including without limitation damage to Purchaser's Facility or the Landfill, or injury of or death to persons resulting from the

presence of any component within such LFG, or otherwise arising in connection with such LFG.

Section 1.2 Notice and Defense of Claims.

1.1.1 Notice of Indemnification. Whenever a claim shall arise for indemnification hereunder or upon learning of facts which a Seller Person believes may give rise to a claim for indemnification, a Seller Person (the "Indemnified Party") shall give prompt written Notice to Purchaser (the "Indemnifying Party") of the claim for indemnification and the facts, in reasonable detail, constituting the basis for such claim; provided that failure of an Indemnified Party to give prompt written Notice of any claim shall not release, waive or otherwise affect an Indemnifying Party's obligations with respect thereto except to the extent that the Indemnifying Party is adversely affected in its ability to defend against such claim or is otherwise prejudiced thereby.

1.1.2 Indemnification Process. The obligations and liabilities of an Indemnifying Party to an Indemnified Party under this Article XI with respect to claims resulting from the assertion of liability by those not party to this Agreement (including claims of Governmental Authorities for penalties, fines and assessments) shall be subject to the following conditions:

(a) The Indemnified Party shall give prompt written Notice to the Indemnifying Party of the nature of the assertion of Losses by a third party and the amount thereof to the extent known; provided that failure of an Indemnified Party to give prompt written Notice of any claim shall not release, waive or otherwise affect an Indemnifying Party's obligations with respect thereto except to the extent that the Indemnifying Party is adversely affected in its ability to defend against such claim or is otherwise prejudiced thereby.

(b) The Indemnifying Party shall be entitled to participate in or, at its option, assume the defense, appeal or settlement of such claim. Such defense, appeal or settlement shall be conducted through counsel selected by the Indemnifying Party. The Indemnifying Party shall not be entitled to assume control of such defense and shall pay the reasonable fees and expenses of counsel retained by the Indemnified Party if (A) the claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (B) the Indemnified Party reasonably believes an adverse determination with respect to the claim or giving rise to such claim for indemnification would be detrimental to or injure the Indemnified Party's reputation or future business prospects; (C) the claim seeks an injunction or equitable relief against the Indemnified Party; or (D) upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such claim.

(c) In any claim initiated by a third party and defended by the Indemnifying Party (A) the Indemnified Party shall have the right to be represented by advisory counsel and accountants at its own expense, (B) the Indemnifying Party shall keep the Indemnified Party fully informed as to the status of such claim at all stages thereof, whether or not the Indemnified Party is represented by its own counsel, (C) the Indemnifying Party shall make available to the Indemnified Party, and its attorneys, accountants and other representatives, all books and records of the Indemnifying Party relating to such claim and (D) the Parties shall render to each other such assistance as may be reasonably required in order to ensure the proper and adequate defense of such claim.

(d) No third party claim may be compromised or settled by the Indemnifying Party without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed) unless (A) there is no finding or admission of any violation of Applicable Law by the Indemnified Party, and no effect on any other claims that may be raised by the Indemnified Party, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party. Similarly, no third-party claim may be settled by the Indemnified Party without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 1.3 Survival. Notwithstanding any other provisions in this Agreement, all provisions of this Article XI shall survive expiration or termination of this Agreement by default or otherwise.

Section 1.4 Insurance. Purchaser shall maintain in effect the insurance coverage required by the Lease Agreement. Purchaser's insurance coverage and the limitations thereunder shall in no way limit the indemnity obligations set forth in this Agreement; provided that, to the extent an insurable claim arises, the Parties agree to first pursue recovery under such insurance coverage before seeking indemnification from the other Party. For the avoidance of doubt, a Party's deductible under its respective insurance policies constitutes Losses for which it may seek indemnification from the Indemnifying Party (to the extent permitted by this Article XI).

Article XII ASSIGNMENT

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns (including by operation of law), but, except as permitted in Section 13.14 below, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Purchaser without the prior written consent of Seller (to be granted in Seller's sole discretion), provided that Seller may make such an assignment without Purchaser's consent to (a) a successor to substantially all of Seller's business, whether in a merger, sale of stock, sale of assets or other transaction, and (b) an Affiliate of Seller. Any purported assignment or delegation in violation of this Section shall be null and void.

Article XIII MISCELLANEOUS

Section 1.1 Notices. All notices, reports, certifications, or other documentation, and other communications hereunder shall be in writing and shall be deemed given when received if delivered personally or by facsimile transmission with completed transmission acknowledgment or by electronic mail, or when delivered if mailed by overnight delivery via a nationally recognized courier or registered or certified first class mail (return receipt requested), postage prepaid, to the recipient Party at its below address (or at such other address or facsimile number for a Party as shall be specified by like notice (each a "Notice"); provided, however, that notices of a change of address shall be effective only upon receipt thereof and that any notice provided by electronic mail will be followed promptly by another form of notice consistent with this Section 13.1 and will be effective when such follow-up notice is deemed effective):

If to Purchaser: Guadalupe Renewable Energy LLC
One North Lexington Avenue
Suite 1450
White Plains, New York 10601

Attn: Chief Operating Officer
Email: [***]

with a copy to : OPAL Fuels LLC
One North Lexington Avenue
Suite 1450
White Plains, New York 10601
Attn: Office of General Counsel
Email: [***]

If to Seller: Guadalupe Rubbish Disposal Co., Inc.
15999 Guadalupe Mines Road
San Jose, California 95120
Attn: [***]
Email: [***]

with a copy to: WM Renewable Energy, L.L.C.
800 Capitol, Suite 3000
Houston, Texas 77002
Attn: Vice President of Renewable Energy
Email: [***]

and: Waste Management Legal
800 Capitol, Suite 3000
Houston, Texas 77002
Attn: General Counsel
Email: [***]

and: WM Corporate Real Estate
720 Butterfield Road
Lombard, IL 60148
Attention: VP of Real Estate

Each Party may designate a different address for notices by Notice given as provided above.

Section 1.2 Governing Law, Jurisdiction, Venue.

1.1.1 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW OR OTHER PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

1.1.2 THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE NON- EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS IN HOUSTON, TEXAS AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS WITH RESPECT TO THE ENFORCEMENT OF ANY AWARD PURSUANT TO SECTION 13.3, OR ANY SUIT, ACTION OR PROCEEDING, INCLUDING AN ACTION FOR AN ORDER OF INTERIM, PROVISIONAL OR CONSERVATORY MEASURES TO MAINTAIN THE STATUS QUO AND PREVENT IRREPARABLE HARM, AND THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OR DEFENSE THAT THE FORUM IS INCONVENIENT WITH RESPECT TO ANY SUCH SUIT, ACTION OR PROCEEDING FOR SUCH. EACH

PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO ANY SUCH DISPUTE AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 1.3 Dispute Resolution.

1.1.1 Notice of Dispute. Subject to Section 13.3.3, and except as provided in Article XI, in the event a dispute, controversy or claim (a “Dispute”) arises hereunder, including any claim whether in contract, tort (including negligence), strict product liability or otherwise, the aggrieved Party will promptly provide Notice of the Dispute to the other Party within ten (10) Days after such dispute arises. Thereafter, a meeting shall be held promptly between the Parties, attended by representatives of the Parties with decision-making authority regarding the Dispute, to attempt in good faith to negotiate a resolution of the Dispute (“Party Representative Negotiations”). If the Parties are not successful in resolving a Dispute through Party Representative Negotiations within twenty-one (21) Days of such meeting, then, subject to the limitations on remedies set forth in Section 9.2, either Party may seek to proceed as set forth in this Section 13.3.

1.1.2 Technical Disputes. If such Dispute arises primarily from technical issues in respect of the operation and/or maintenance of Purchaser’s Facility or if the Parties agree to submit a Dispute to an Independent Engineer pursuant to this Section 13.3.2, the Parties shall, within ten (10) Business Days following the expiration of Party Representative Negotiations, appoint an independent and unaffiliated third party, reasonably acceptable to both Parties, who has nationally recognized expertise in the area of dispute and that has not: (a) provided technical, financial or engineering assistance to a Party or any of its Affiliates, of a material nature within the thirty-six (36) months immediately preceding the date of the Notice of Dispute; or (b) earned revenue from a Party or any of its Affiliates that exceed five percent (5%) of the Independent Engineer’s annual review in any of the five (5) calendar years preceding the date of the Notice of Dispute (the “Independent Engineer”). If the Parties are unable to agree on an Independent Engineer within such ten (10) Business Day period, then each of the Seller and Purchaser respectively shall within a further ten (10) Business Days give notice to the other Party of its Independent Engineer and the Independent Engineers selected by the Parties shall as soon as possible thereafter, appoint a third Independent Engineer who shall act as the Independent Engineer. Alternatively, the Parties may agree at any time during the Term as to the identity of the Independent Engineer(s) to which disputes submitted for resolution pursuant to this Section 13.3.2 shall be submitted for determination. The dispute described in the applicable notice shall be submitted to the Independent Engineer selected in the manner herein provided for determination, and the decision of the Independent Engineer shall be final and binding on the Parties.

1.1.3 Ordinary Disputes. If the Dispute cannot be settled through Party Representative Negotiations and does not arise primarily from technical issues in respect of the operation and/or maintenance of Purchaser’s Facility, or the Parties otherwise agree to not submit such Dispute to an Independent Engineer for resolution, the Parties agree to endeavor to settle the Dispute within ten (10) Business Days by mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that any unresolved Dispute shall be determined by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules (“AAA Rules”) and that judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(a) If the Dispute is not resolved by AAA mediation as set forth above, such Dispute shall be heard by a panel of three (3) arbitrators. Within ten (10) Business Days

after the commencement of arbitration, each Party shall select one person to act as an arbitrator and the two selected arbitrators shall select a third arbitrator within five (5) Business Days of the appointment of the last designated arbitrator. Each person selected shall have at least ten (10) years of demonstrable experience in litigation or dispute resolution in the construction and/or waste disposal industry in order to serve as an arbitrator. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected pursuant to Rule 12 of the AAA Rules in effect as of the Effective Date of this Agreement.

(b) The place of arbitration shall be Houston, Texas.

(c) All Disputes when initially brought to arbitration shall set forth the amount of damages sought. If the amount in the Dispute is less than one million dollars (\$1,000,000) there shall be no discovery other than the exchange of documents. If the amount in the Dispute is one million dollars (\$1,000,000) or greater, discovery shall consist of no more than five (5) depositions for a total time not to exceed of thirty (30) hours.

(d) Hearings will take place pursuant to the standard procedures of the AAA Rules that contemplate in-person hearings. The standard provisions of the AAA Rules shall apply.

(e) The award shall be made within six (6) months of the filing of the notice of intention to arbitrate, and the arbitrators shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by the arbitrators for good cause shown, or by mutual agreement of the Parties.

(f) The Parties hereby agree that the arbitrators shall have no authority to award punitive damages, exemplary damages, moral damages, treble damages, or any other penalty or punitive type of damages (“Punitive Damages”), regardless of whether such damages may be available under law. The Parties hereby waive to the fullest extent permitted by law, their right, if any, to recover such Punitive Damages.

(g) Each Party shall bear its own costs, expenses, and fees incurred in connection with the arbitration, as well as an equal share of the arbitrators’ and administrative fees of arbitration. Except as may be required by law or to enter judgment on an award rendered by the arbitrators, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

The provisions of this Section 13.3 shall survive the termination or expiration of this Agreement.

Section 1.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, portable document format or other electronic means (including services such as DocuSign) will be considered original signatures, and each Party shall thereafter promptly deliver original signatures to the other Party.

Section 1.5 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but any such waiver of such obligation,

covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith.

Section 1.6 No Third Party Beneficiaries. Except as otherwise specified herein, (a) nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person that is not a Party, (b) no Person that is not a Party shall have any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the services to be provided hereunder.

Section 1.7 Interpretation. The article, section and schedule headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

Section 1.8 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

Section 1.9 Entire Agreement. This Agreement combined with the Lease Agreement, including the recitals hereto and all schedules, attachments or exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof, which supersedes all previous written and oral negotiations, commitments, proposals and writings. This Agreement may be amended modified or supplemented only by written agreement of Purchaser and Seller. To the extent that there is any conflict between the provisions of the body of this Agreement and the provisions of any schedule, attachment or exhibit attached hereto, the body of this Agreement shall control.

Section 1.10 Construction of Agreement. The terms and provisions of this Agreement represent the results of negotiations between Purchaser and Seller, each of which has been represented by counsel of its own choosing, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and Purchaser and Seller hereby waive the application in connection with the interpretation and construction of this Agreement of any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed draft or any earlier draft of this Agreement.

Section 1.11 Further Assurances. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement.

Section 1.12 Emergency Contact. Each Party shall make available by phone twenty-four (24) hours per Day, seven (7) Days per week, an individual or individuals whom the other Party may contact in the event of an emergency or any other situation requiring immediate communication between the Parties, including, but not limit to, the need to interrupt or re-start the flow of LFG.

Section 1.13 No Partnership. Nothing contained in this Agreement shall be construed to create any association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability or an agency relationship on, or with regard to, either Party.

Section 1.14 Lender Cooperation. Seller shall cooperate with and abide by the reasonable requests (assuming a reasonable number of requirements and requests, in the aggregate) of the financial institutions, investors, and/or government entities that provide construction or other financing or equity investment in or for Purchaser's Facility or Purchaser (collectively referred to in this Agreement as the "Lender"). Upon written Notice to Seller, Purchaser may assign a collateral security interest in this Agreement to a Lender as collateral security, so long as such collateral assignment does not materially alter this Agreement; provided that any absolute assignment of this Agreement to a Lender shall occur only following and as the result of the exercise by such Lender of its remedies in connection with such a default by Purchaser under the applicable financing documents. Purchaser shall reimburse Seller for all reasonable, documented third party costs, including attorneys' fees, incurred by Seller to comply with the provisions of this Section 13.14 within fifteen (15) Days following receipt of an invoice from Seller. Nothing in this Section 13.14, or Seller's failure to execute the documents stated in this Section 13.14, shall relieve Purchaser of its payment obligations under this Agreement.

Section 1.15 Confidentiality. Each Party ("Receiving Party") shall keep and cause its employees to keep confidential, for the Term of this Agreement, the pricing aspects of this Agreement, data and information concerning the business plans or activities of the other Party, its Affiliates, or third parties (collectively, "Disclosing Party") which are made available to Receiving Party by Disclosing Party or which result from either Party's performance in connection with this Agreement. Receiving Party agrees not to use said information and data except for the purposes of performing under this Agreement. However, the above obligations of confidentiality and nonuse do not apply to information which (a) Receiving Party can demonstrate was known to it prior to disclosure by Disclosing Party; (b) is, or later becomes, public knowledge without breach of this Agreement by Receiving Party; (c) Receiving Party receives from a third party who Receiving Party did not know was under obligations of confidentiality to Disclosing Party; or (d) is developed by Receiving Party independently from information received from Disclosing Party, as evidenced by appropriate documentation. Notwithstanding the foregoing, Receiving Party may disclose said information and data if ordered to do so by a court or a government agency with jurisdiction over the matter, provided that Receiving Party shall furnish Disclosing Party, if practical, notice of receipt of a request for disclosure of said information and data in such proceeding. This Article shall survive the expiration or early termination of this Agreement for a period of twelve (12) months thereafter.

Section 1.16 Public Announcement. No public announcement or external communication (whether in the form of a press release or otherwise) shall be made by or on behalf of Purchaser, Purchaser's Affiliates or Purchaser's representatives with respect to the subject matter of this Agreement and/or the Lease Agreement unless (a) Seller has agreed in writing to permit such public announcement or external communication, which shall not be unreasonably withheld so long as such public announcement or external communication contains no information that may be reasonably used to identify Seller, its Affiliates or the Landfill; or (b) such public announcement is required by law, Purchaser is required to make such announcement, and Purchaser has given prior written notice thereof to Seller. No public announcement or external communication containing any direct reference to, or information that may be reasonably used to identify Seller, its Affiliates or the Landfill, (whether in the form of a press release or otherwise) shall be made by or on behalf of Purchaser, Purchaser's Affiliates or Purchaser's representatives with respect to the subject matter of this Agreement and/or the Lease Agreement unless Seller has agreed in writing to permit such public announcement or external communication, which permission may be withheld in its sole discretion. The language and

substance of any public announcement made as permitted under this Section 13.16 shall in all cases be only as mutually agreed upon by the Parties.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by an Authorized Representative as of the date first written above.

SELLER:

GUADALUPE RUBBISH DISPOSAL CO., INC.

By: /s/ Barry Skolnick

Name: Barry Skolnick

Title: President

PURCHASER:

GUADALUPE RENEWABLE ENERGY LLC

By: /s/ Jonathan Maurer

Name: Jonathan Maurer

Title: Co-CEO

Signature Page to LFG Purchase and Sale Agreement

PORTIONS OF INFORMATION CONTAINED IN THIS AGREEMENT HAVE BEEN EXCLUDED FROM THIS AGREEMENT BECAUSE THEY ARE BOTH NOT MATERIAL AND THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. EXCLUDED INFORMATION IS MARKED AS [*] BELOW**

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Agreement”) made as of this 28th day of August, 2023 (the “Effective Date”) by and between Guadalupe Rubbish Disposal Co., Inc., a California corporation (“Lessor”), and Guadalupe Renewable Energy LLC, a Delaware limited liability company (“Lessee”). Lessor and Lessee may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Lessor owns certain property located in the City of San Jose, State of California, commonly known by the street address 15999 Guadalupe Mines Rd, San Jose, CA 95120 (“WM Property”); and

WHEREAS, Lessor owns and operates the Guadalupe Rubbish Disposal Landfill (the “Landfill”), located on a portion of the WM Property; and

WHEREAS, as a result of decomposition of solid waste deposited in the Landfill, the Landfill emits Landfill Gas (as hereinafter defined); and

WHEREAS, Lessee will purchase Landfill Gas located and recoverable from the Landfill from the Lessor or its Affiliate pursuant to the terms and conditions of that certain Landfill Gas Purchase and Sale Agreement dated as of the Effective Date, by and between Lessee and Lessor (or Lessor’s Affiliate) (the “LFG Sale Agreement”); and

WHEREAS, Lessee desires to obtain all necessary and convenient land use and other rights to process Landfill Gas purchased from Lessor or its Affiliate pursuant to the terms and conditions of the LFG Sale Agreement, all in accordance with the provisions of this Agreement, and Lessor desires to convey the same to Lessee, on the terms and conditions set forth herein; and

WHEREAS, Lessor is prepared, subject to the terms and conditions set out herein to lease to Lessee a portion of the WM Property for construction of the Purchaser’s Facility and grant to Lessee easements across portions of the WM Property, subject to all covenants, conditions, restrictions and easements of record, for the supply of Landfill Gas to the Purchaser’s Facility.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Lessor and Lessee agree as follows:

Article I
DEFINITIONS

Section 1.1 Defined Terms. When used in this Agreement, the following terms shall have the meanings specified below:

“Agreement” has the meaning set forth in the Preamble.

“Air Permit” means Lessor’s air permit, as issued by the BAAQMD, as renewed or amended from time to time.

“BAAQMD” means the Bay Area Air Quality Management District.

“Designated WM Permits” means those Permits listed on Exhibit A.

“Development Date” has the meaning set forth in Section 7.2.1.

“Discharge Water Line” means a below grade water line to be located on the WM Property in the area to be designated on the Site Plan on Exhibit B-3, to be attached hereto pursuant to Section 2.7, and connecting to the Leachate Collection System as shown on the Site Plan.

“Effective Date” has the meaning set forth in the Preamble.

“Electricity Operations” has the meaning set forth in Section 2.1.2.

“Emergency Condition” means the occurrence or significant risk of imminent occurrence of an event adversely affecting the safety of any Person or endangering any property located on the WM Property, including the Site, or any operation conducted thereon by Lessor.

“EPC Contractor” has the meaning set forth in Section 7.2.2.

“ERCs” has the meaning set forth in Section 7.5.

“Fair Market Value” has the meaning set forth in Section 13.1.1.

“Flare Gas Return Point” has the meaning set forth in Section 7.4.

“Force Majeure” has the meaning set forth in Section 12.1.

“Good Industry Practices” means those practices, methods, equipment, specifications and standards of safety and performance, as the same may change from time to time, as are commonly used by a significant portion of the landfill and power generation industry operating in the United States and/or approved or recommended by Governmental Authorities as good, safe and prudent engineering practices in connection with the design, construction, operation, maintenance, repair and use of production and other equipment, facilities and improvements of landfill and power generation facilities, including any applicable practices, methods, acts, guidelines, standards and criteria of each Governmental Authorities and all Applicable Laws.

“Landfill Operations” has the meaning set forth in Section 2.1.6.

“Leachate” means the liquid that forms in the Landfill other than Condensate.

“Leachate Collection System” shall mean the Leachate collection system operated on the WM Property by Lessor pursuant to applicable Permits.

“Lessee” has the meaning set forth in the Preamble.

“Lessee Flare Gas” is (i) residual natural gas delivered to the Purchaser’s Facility through the distribution pipeline to be located in the Natural Gas Pipeline Easement, and/or (ii) gas generated from the operation and maintenance of the Purchaser’s Facility that is collected by Lessee and delivered to Lessor for flaring at the Permitted Flare if applicable. For the avoidance of doubt, Lessee Flare Gas shall not include LFG that Lessee was not required to accept pursuant to Article IV of the LFG Sale Agreement.

“Lessee Flare Gas Line” has the meaning set forth in Section 2.1.4. The Lessee Flare Gas Line will be located on the WM Property in the area to be designated on the Site Plan, to be more particularly described on Exhibit B-2, to be attached hereto pursuant to Section 2.7, and connecting to the Permitted Flare (if allowed) as shown on the Site Plan.

“Lessee Persons” has the meaning set forth in Section 9.1.2.

“Lessee’s Property” has the meaning set forth in Section 9.3.

“Lessor” has the meaning set forth in the Preamble.

“Lessor Persons” has the meaning set forth in Section 9.1.1.

“LFG Sale Agreement” has the meaning set forth in the Recitals.

“Losses” has the meaning set forth in Section 9.1.1.

“Material Change in Law” means a change of any Applicable Law (including in the conditions of any Permit) after the Effective Date that renders the implementation of or the realization of the benefits to be derived from this Agreement illegal or impossible.

“Natural Gas Pipeline Easement” has the meaning set forth in Section 2.1.5.

“Operator” has the meaning set forth in Section 7.3.

“Option” has the meaning set forth in Section 13.1.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Party Affiliate” has the meaning set forth in Section 16.3.

“Permitted Flare” shall mean the flare located on the WM Property and owned and operated by Lessor.

“Products” means Environmental Attributes, electricity, and diesel, naphtha, wax and other hydrocarbon products produced (directly or indirectly) by Lessee (or its Affiliate) from the Recovered Landfill Gas.

“Purchaser’s Facility” has the meaning defined in the LFG Sale Agreement.

“Qualified Appraiser” has the meaning set forth in Section 13.1.2.

“Receiving Party” has the meaning set forth in Section 16.6.

“Recovered Landfill Gas” means Landfill Gas that has entered the Purchaser’s Facility at the Delivery Point.

“Requesting Party” has the meaning set forth in Section 16.6.

“Site” means that portion of the real property located on the WM Property that is shown and designated as the Site on the Site Plan, to be more particularly described in Exhibit B-1 to be attached hereto pursuant to Section 2.7, but excluding any improvements or personal property located thereon.

“Site Plan” has the meaning set forth in Section 2.7.

“Staging Area” has the meaning set forth in Section 7.2.5.

“Tax Base Year” has the meaning set forth in Section 11.3.3.

“Term” has the meaning set forth in Section 5.1.

“WM Property” has the meaning set forth in the Recitals.

Section 1.2 Construction of Certain Terms and Phrases.

(a) All exhibits, annexes, and schedules attached to this Agreement are incorporated herein by this reference and made a part hereof for all purposes. References to sections, exhibits, annexes and schedules are, unless otherwise indicated, references to sections, exhibits, annexes and schedules to this Agreement. References to a section shall mean the referenced section and all sub-sections thereof;

(b) As used in this Agreement and in any certificate or other documents made or delivered pursuant hereto or thereto, financial and accounting terms not defined in this Agreement or in any such certificate or other document, and financial and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, will have the respective meanings given to them under GAAP. To the extent that the definitions of financial and accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under GAAP, the definitions contained in this Agreement or in any such certificate or other document will control;

(c) The words “hereof”, “herein”, “hereunder”, and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement unless otherwise specified. The terms “includes” or “including” will mean “including without limitation;”

(d) The definitions contained in this Agreement are applicable to the singular, as well as the plural forms of such terms and to the masculine, as well as to the feminine and neuter genders of such terms;

(e) Any capitalized term used but not defined in this Agreement shall have the meaning given to such term in the LFG Sale Agreement. Any term not defined in this Article I, elsewhere in this Agreement (including an amendment or exhibit), or in the LFG Sale Agreement that is used in this Agreement, shall have its plain meaning in

common English usage provided that words and abbreviations having well-known meaning in the United States LFG production industry shall have those meanings;

(f) Any agreement or instrument defined or referred to herein or in any instrument or certificate delivered in connection herewith means (unless otherwise indicated herein) such agreement or instrument as from time to time amended, amended and restated, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein;

(g) Reference to a Governmental Authority shall include an entity succeeding to its functions;

(h) All documents required to be provided under this Agreement shall be in English;

(i) references to any statute, code or statutory provision are to be construed as a reference to the same as it exists as of the Effective Date, and includes references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(j) all monetary amounts contained in this Agreement refer to the currency of the United States.

Article II

LEASE OF SITE, ACCESS RIGHTS, AND OPERATIONAL LIMITATIONS

Section 1.1 Lease of Site, Liens, and Other Rights Granted to Lessee.

1.1.1. Lessor hereby grants to Lessee, for the purpose of exercising its rights and obligations hereunder and under the LFG Sale Agreement, a non-exclusive right to install improvements, pipelines and equipment and have pedestrian and vehicular access in, under, upon, over and across the WM Property, including ingress and egress, in the locations to be designated on the Site Plan approved by Lessor pursuant to Section 2.7 in order that Lessee may install, operate, improve, maintain, and, at the end of the Term, remove, the Purchaser's Facility on the Site. The rights described herein shall be available to Lessee in accordance with Section 2.2; provided, that Lessee must adhere to all applicable Landfill access and security procedures (as provided to Lessee on or prior to Lessee entering the Site) when entering the Site and entering the WM Property or any easements or authorized encroachments or the same.

1.1.2. Lessor hereby grants to Lessee such rights as may be necessary for Lessee, at its election, (i) to process Recovered Landfill Gas, including delivery of electricity produced from such Recovered Landfill Gas to the Utility, creation of Environmental Attributes, flaring of any Lessee Flare Gas to the extent permitted herein, and to produce Products, and (ii) subject to the provisions of Article VII, to locate, install, construct, maintain, expand, operate, cease to operate and remove one or more components of the Purchaser's Facility on the Site so that Recovered Landfill Gas can be used for purposes described above (the "Electricity Operations").

1.1.3. Lessor hereby leases the Site to Lessee for the purpose of constructing, owning, operating, and maintaining the Purchaser's Facility and Lessee exercising its rights and obligations hereunder and under the LFG Sale Agreement, and for all uses incident thereto, subject to all liens, claims or any encumbrances of record existing as of the Effective Date and as added after the Effective Date pursuant to this

Section 2.1, to the extent that the same are valid and enforceable against the Site. Lessee shall have the exclusive right to and possession of the Site during the Term, subject to the terms and conditions of this Agreement and Lessee shall have the right to and of quiet enjoyment of the Site during the Term.

1.1.4. Lessor and Lessee acknowledge and agree that, Lessee must either process all LFG delivered to the Site pursuant, and subject, to the terms and conditions of the LFG Sale Agreement, into electricity or Products, or if properly rejected by Lessee, Lessor shall take such LFG for destruction on the terms and conditions set forth on Exhibit C attached hereto and incorporated herein by reference. Any Lessee Flare Gas must be destroyed through combustion in (i) the Permitted Flare, if applicable, or (ii) in a flare or other method owned by Lessor, and in all cases, in accordance with all Applicable Laws, Permits, Good Industry Practices and this Agreement. Lessee shall not deliver to Lessor any Lessee Flare Gas except in accordance with the terms and conditions of this Agreement. Lessee's delivery of Lessee Flare Gas to Lessor shall occur by means of a below-grade pipeline approved by Lessor (the "Lessee Flare Gas Line") to be located and installed by Lessee on the WM Property in the area to be designated on the Site Plan approved by Lessor pursuant to Section 2.7 and connecting to the Permitted Flare shown on the Site Plan.

1.1.5. Lessee shall have the right, in accordance with Section 7.2, to construct electrical and natural gas distribution and transmission lines, poles, and other facilities, in, on, over, across or under the WM Property, in the locations to be designated on the Site Plan approved by Lessor pursuant to Section 2.7, required to deliver electrical power and/or natural gas to Purchaser's Facility, including a natural gas distribution pipeline in the area to be designated on the Site Plan approved by Lessor pursuant to Section 2.7 and to be more particularly described in Exhibit B-4 to be attached hereto pursuant to Section 2.7 (the "Natural Gas Pipeline Easement"). Lessor and Lessee acknowledge and agree that the exact final location of the Natural Gas Pipeline Easement, as approximately shown on the Site Plan and as legally described on Exhibit B-4, is subject to Lessor's final consent and approval, not to be unreasonably withheld, in order to ensure that the Natural Gas Pipeline Easement is not located within areas which contain Lessor's equipment or facilities, including probes and monitoring wells.

1.1.6. Lessee's design and construction of any such above ground or below ground electrical or water lines, or gas, distribution and transmission lines, poles, and other facilities shall be subject to the provisions set forth in Section 7.1 below. Lessor and Lessee acknowledge and agree that Lessor may relocate, at Lessor's sole cost including compensating Lessee for Lessee's actual documented costs and expenses incurred in connection with the same (e.g., repairing damage to Lessee's Property), but specifically excluding any damages waived under Section 15.2 below, any lines, pole, facility or easement granted herein if deemed necessary or desirable for Lessor's and/or its Affiliates management and operation of the WM Property (but excluding the Site), including as a solid waste disposal facility ("Landfill Operations"). Lessor and Lessee shall use good faith efforts to minimize business interruptions to the extent commercially feasible. No later than ten (10) Business Days prior to any such relocation of utility related infrastructure, Lessor shall use commercially reasonable efforts to provide written notice to Lessee outlining relevant details of the planned relocation, including the period of time that Electricity Operations are reasonably expected to be affected and the steps that Lessor shall take to ensure minimal impact to Electricity Operations. The rights and obligations of Lessor and Lessee in respect of the easements granted hereby, including the Natural Gas Pipeline Easement, the Lessee Flare Gas Line and the Discharge Water Line, shall be further detailed in a separate easement agreement substantially in the form

of Exhibit F, which easement agreement shall be filed and recorded at Lessee's expense in the appropriate filing office.

1.1.7. Notwithstanding anything to the contrary provided for herein, all of Lessee's rights granted under this Section 2.1 are subject to the conditions and restrictions of this Agreement and the LFG Sale Agreement, subject to all conditions, restrictions, easements, covenants and encumbrances of record as of the Effective Date and as added after the Effective Date pursuant to this Section 2.1.7, and further, shall terminate upon the expiration of the Term. Lessor and Lessee agree that any separate easement agreement(s) agreed to by Lessor and Lessee in order to evidence the Lessee's rights granted under this Section 2.1 or otherwise in this Agreement, and filed and recorded in the real estate records for the county in which the WM Property is located will expressly provide that the rights granted therein are subject to the conditions and restrictions of this Agreement and terminate upon the expiration of the Term. Lessor and Lessee agree further that promptly upon the expiration of the Term, Lessor and Lessee shall mutually execute and deliver a termination and release of all such easement agreements, in a form suitable for recording in the real estate records for the county in which the WM Property is located, stating that such easements are terminated and released as to the WM Property.

1.1.8. In no event shall any supervision or right to supervise by Lessor nor any approvals or consents given by Lessor pursuant to this Agreement constitute any warranty by Lessor to Lessee of the adequacy of the design, workmanship or quality of such work or materials for Lessee's intended use or of compliance with the requirements of this Agreement or impose any liability upon Lessor in connection with the performance of such work.

Section 1.2 Access to Site. Lessee and its employees, representatives, agents, invitees, and independent contractors shall have, and Lessor hereby grants to Lessee and its employees, representatives, agents, invitees, and independent contractors, access to the Site on a twenty-four (24) hour per day, seven (7) day per week basis; provided that such access is solely in connection with the Electricity Operations. In connection with the access granted hereby and subject to the other terms and conditions hereof, Lessee shall have the right to use access and facility roads on the WM Property in the locations described on the Site Plan, subject to relocation from time to time as deemed necessary or desirable by Lessor.

Section 1.3 Utility Easements. Lessor hereby grants to Lessee, for the purpose of the Electricity Operations and exercising its rights and obligations hereunder and under the LFG Sale Agreement, an easement for the underground or above ground installation of certain improvements, pipelines, and utility access. Lessee shall have the right, in accordance with Section 7.2, to construct electrical and natural gas distribution and transmission lines, poles, and other facilities, in, on, over, across or under the WM Property, in the locations described on the Site Plan, required to deliver electrical power and/or natural gas to any Purchaser's Facility, including a natural gas distribution pipeline in the Natural Gas Pipeline Easement.

1.1.1. Lessor and Lessee acknowledge and agree that the exact final location of the Natural Gas Pipeline Easement, as approximately shown on the Site Plan and as legally described on Exhibit B-4, is subject to Lessor's final consent and approval, not to be unreasonably withheld, in order to ensure that the Natural Gas Pipeline Easement is not located within areas which contain Lessor's equipment or facilities, including probes and monitoring wells.

1.1.2. Lessee's design and construction of any such above ground or below ground electrical or water lines, or gas, distribution and transmission lines, poles,

and other facilities shall be subject to the provisions set forth in Section 7.1 below. Lessor and Lessee acknowledge and agree that Lessor may relocate, at Lessor's sole cost including compensating Lessee for Lessee's actual documented costs and expenses incurred in connection with the same (e.g., repairing damage to Lessee's property), but specifically excluding any damages waived under Section 15.2 below, any lines, pole, facility or easement granted herein if deemed necessary or desirable for Lessor's and/or its Affiliate's Landfill Operations. Lessor and Lessee shall use good faith efforts to minimize business interruptions to the extent commercially feasible. No later than ten Business Days prior to any such relocation of utility related infrastructure, Lessor shall provide written notice to Lessee outlining relevant details of the planned relocation, including the period of time that Electricity Operations are reasonably expected to be affected and the steps that Lessor shall take to ensure minimal impact to Electricity Operations. The rights and obligations of Lessor and Lessee in respect of the easements granted hereby, including the Natural Gas Pipeline Easement, the Lessee Flare Gas Line and the Discharge Water Line, shall be further detailed in a separate easement agreement in the form of Exhibit E, which easement agreement shall be filed and recorded at Lessee's expense in the appropriate filing office.

Section 1.4 Public Filings and Records. Lessor and Lessee agree that any separate easement agreement(s) agreed to by Lessor and Lessee in order to evidence the Lessee's rights granted under Article II or otherwise in this Agreement, and filed and recorded in the real estate records for the county in which the WM Property is located will expressly provide that the rights granted therein are subject to the conditions and restrictions of this Agreement and terminate upon the expiration of the Term. Lessor and Lessee agree further that promptly upon the expiration of the Term, Lessor and Lessee shall mutually execute and deliver a termination and release of all such easement agreements, in a form suitable for recording in the real estate records for the county in which the WM Property is located, stating that such easements are terminated and released as to the WM Property.

Section 1.5 Non-Interference. Lessee shall cooperate with Lessor in coordinating its activities on the Site and WM Property in order not to interfere with Landfill Operations. If Lessee has reason to believe that its activities on the Site or WM Property could adversely impact Landfill Operations, or upon Lessor's written request with respect to a particular Lessee activity on the Site or WM Property, Lessee shall schedule with Lessor such activities so as to minimize any interference with Landfill Operations and shall indemnify Lessor from and against any Losses arising from the failure to prevent or avoid interference with the same. Lessor shall reasonably cooperate with Lessee's efforts to schedule Lessee's activities pursuant to this Section 2.5.

Section 1.6 Lessor Operations and Landfill Precedence.

1.1.1. Lessee's performance of its obligations pursuant to this Agreement shall at all times be subordinate to Lessor's and its Affiliates' operation, use, and/or expansion of the Landfill; provided that Lessor shall reasonably cooperate with Lessee to allow Lessee to conduct the uses permitted by this Agreement. At all times during the Term, Lessor and its Affiliates shall have the right to conduct Landfill Operations as Lessor deems necessary or desirable in Lessor's sole judgment, including, without limitation, to (i) comply with Applicable Laws, Permits, internal policies, and general operating guidelines and procedures of Lessor and its Affiliates, (ii) respond or prevent safety, environmental or operational issues or (iii) follow internal strategic plans or industry best practices, among others; provided, however, that except in the case of an Emergency Condition, Lessor shall give Lessee reasonable prior notice based on the circumstances of any such actions to be taken. Lessee's operation of the Purchaser's Facility shall not adversely affect Lessor's and its Affiliates' operations at the Landfill.

1.1.2. Nothing in this Agreement shall limit Lessor's and its Affiliates' ability to make business and operational decisions regarding Landfill Operations that may affect Landfill Gas production or methane content or contaminants in the Landfill Gas, including without limitation decisions concerning the type of waste received at the Landfill, 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 or for the control of migration of Landfill Gas from the Landfill, the amount of liquids in the waste, the recirculation of Leachate and/or Condensate, or use of Landfill Gas not purchased pursuant to the LFG Sale Agreement. Lessor shall have the right at all times to use or consume a quantity of Landfill Gas if Lessor determines in its sole judgment that such use or consumption is necessary for compliance with Applicable Laws or Permits, without liability to Lessee even if such use or consumption of Landfill Gas reduces the quantity or quality of Landfill Gas delivered to Lessee pursuant to this Agreement.

1.1.3. Subject to the provisions of Section 2 and Exhibit C, in Lessor's discretion, Lessor may accept Lessee Flare Gas delivered to Lessor for flaring at the Permitted Flare.

Section 1.7 Site Plan and Survey. Prior to the Development Date, Lessee shall deliver a project site plan identifying Lessee's proposed locations for Purchaser's Facility, all related easements, and the Staging Area (the "Site Plan") to Lessor for Lessor's approval, which approval shall not be unreasonably withheld, conditioned, or delayed, in order to ensure that (a) Purchaser's Facility, all related easements (including the Natural Gas Pipeline Easement), and the Staging Area are not located within areas that (i) interfere with Lessor's and/or its Affiliate's management and operation of the WM Property, including the Landfill, (ii) are reasonably expected to disturb neighboring landowners or the public, (iii) violate Applicable Laws or Permits, or (iv) create unreasonable risks to the environment, and (b) the Natural Gas Pipeline Easement is not located within areas which contain, or are reasonably anticipated to contain (as determined by Lessor), Lessor's equipment or facilities, including probes and monitoring wells. Following Lessor's approval of the Site Plan and prior to the Development Date, Lessee shall cause (i) a boundary survey of the Site and a survey of Purchaser's Facility, all related easements (including the Natural Gas Pipeline Easement), and the Staging Area, to be completed by a surveyor licensed in the State of California and (ii) such surveyor to prepare a legal description of the Site, Purchaser's Facility, all related easements, and the Staging Area. Upon Lessor's approval, which shall not be unreasonably withheld, conditioned, or delayed, of such surveys and legal descriptions, the legal description of the Site shall be deemed attached to this Agreement as Exhibit B-1, the legal description of the Lessee Flare Gas Line shall be deemed attached to this Agreement as Exhibit B- 2, the legal description of the Discharge Water Line shall be deemed attached to this Agreement as Exhibit B-3, the legal description of the Natural Gas Pipeline Easement shall be deemed attached to this Agreement as Exhibit B-4, and the legal descriptions of the Lessee Flare Gas Line, the Discharge Water Line, area(s) to be occupied by any facilities described in Section 2.1.5 and to be located outside the Site (but excluding the natural gas distribution pipeline to be constructed within the Natural Gas Pipeline Easement), and the Natural Gas Pipeline Easement shall be reflected in the separate easement agreement to be recorded pursuant to Section 2.1.6.

Article III REPRESENTATIONS AND WARRANTIES

Section 1.1 Lessee Representations and Warranties. Lessee represents and warrants to Lessor that the following statements are true and correct as of the Effective Date:

1.1.1. Lessee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease, and operate its business as currently conducted in the State of California, with full legal right, power and authority to enter into and to perform its obligations hereunder.

1.1.2. Lessee has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and this Agreement constitutes the legal, valid and binding agreement of Lessee, enforceable against Lessee in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

1.1.3. Neither the execution, delivery and performance of this Agreement nor the consummation by Lessee of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of the organizational documents of Lessee, or (ii) conflict with, result in any violation or breach of, constitute a default under, require any notice or consent under, result in the creation of any lien on Lessee's assets, or create any right of termination, under the conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Lessee is a party.

1.1.4. No approval, authorization, order, consent, declaration, registration or filing with any Governmental Authority is required for the valid execution and delivery of this Agreement by Lessee, except such as have been duly obtained or made.

1.1.5. Lessee has all the rights required to enter into this Agreement and perform its obligations hereunder without the consent of any third party that has not been obtained and is in effect as of the date hereof.

1.1.6. There are no pending or to Lessee's knowledge, threatened claims, disputes, governmental investigations, suits, actions, arbitrations, legal, administrative or other proceedings, domestic or foreign, criminal or civil, at law or in equity, against Lessee that challenge the enforceability of this Agreement or the ability of Lessee to consummate the transactions hereby.

1.1.7. All activities and operations of Lessee in connection with the WM Property will be compliance in all material respects with the requirements of all applicable Environmental Laws. Lessee has or shall obtain all licenses and Permits under Environmental Laws necessary for its operations in connection with the Site; all such licenses and Permits are in good standing; and Lessee is and shall remain in compliance in all material respects with all terms and conditions of such licenses and Permits. Lessee is not involved in any suit, action or proceeding with, and has not received any notice, complaint or other request for information from, any Governmental Authority or other Person, with respect to any actual or alleged environmental claims that, if adversely determined, would be reasonably likely, individually or in the aggregate, to have a material adverse effect on Lessee or Lessor or on the ability of Lessee to construct or operate the Purchaser's Facility, and, to the knowledge of Lessee, there are no threatened actions, suits, proceedings or investigations with respect to any such environmental claims, nor any basis therefor.

1.1.8. Lessee has all rights, licenses, ownership or legal authorization to use all intellectual property, process(es), system(s), technology, and/or equipment located

on or used at the Purchaser's Facility. Lessee will defend, indemnify, and hold Lessor harmless against any and all actions, suits, claims, proceedings, costs (including attorneys' fees), liabilities, penalties and expenses arising from or relating to, in whole or in part, any allegation that the intellectual property, process, system, technology, and or/equipment located on or used in the Purchaser's Facility or the activities undertaken at the Purchaser's Facility, infringe upon any rights or property of any third party, including any trademarks, patents, copyrights or trade secrets of any third party.

Section 1.2 Lessor Representations and Warranties. Lessor represents and warrants to Lessee that the following statements are true and correct as of the Effective Date:

1.1.1. Lessor is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to own, lease, and operate its business as currently conducted.

1.1.2. Lessor has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding agreement of Lessor, enforceable against Lessor in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

1.1.3. Neither the execution, delivery and performance of this Agreement nor the consummation by Lessor of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of the organizational documents of Lessor, (ii) conflict with, result in any violation or breach of, constitute a default under, require any notice or consent under, result in the creation of any lien on Lessor's assets, or create any right of termination under the conditions or provisions of any note, bond, mortgage, indenture, material agreement or other instrument or obligation to which Lessor is a party.

1.1.4. No approval, authorization, order, consent, declaration, registration or filing with any Governmental Authority is required for the valid execution and delivery of this Agreement by Lessor, except such as have been duly obtained or made.

1.1.5. Lessor has all the rights required to enter into this Agreement and perform its obligations hereunder without the consent of any third party that has not been obtained and is in effect as of the date hereof.

1.1.6. There are no pending or, to Lessor's knowledge, threatened claims, disputes, governmental investigations, suits, actions, arbitrations, legal, administrative or other proceedings, domestic or foreign, criminal or civil, at law or in equity, against Lessor that challenge the enforceability of this Agreement or the ability of Lessor to consummate the transactions contemplated hereby.

1.1.7. All activities and operations of Lessor in connection with the Landfill and the WM Property are in compliance in all material respects with the requirements of all applicable Environmental Laws.

1.1.8. Lessor has or shall obtain all licenses and Permits under Environmental Laws necessary for its operations in connection with the Landfill; all such licenses and Permits are in good standing; and Lessor is and shall remain in compliance in all material respects with all terms and conditions of such licenses and Permits.

1.1.9. Lessor is not involved in any suit, action or proceeding with, and has not received any notice, complaint or other request for information from, any Governmental Authority or other Person, with respect to any actual or alleged environmental claims that, if adversely determined, would be reasonably likely, individually or in the aggregate, to have a material adverse effect on Lessee or on Lessor's ability to perform under this Agreement or the LFG Sale Agreement, and, to the knowledge of Lessor, there are no threatened actions, suits, proceedings or investigations with respect to any such environmental claims, nor any basis therefor.

LESSOR MAKES NO OTHER REPRESENTATION OR WARRANTY WHETHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE WM PROPERTY, INCLUDING BUT NOT LIMITED TO THE SITE, OR THE PRESENCE, QUALITY OR QUANTITY OF LANDFILL GAS, AND LESSEE ACCEPTS THE SITE, AND ALL OF ITS RIGHTS UNDER THIS AGREEMENT, ON AN AS-IS, WHERE-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AS TO THE COMPOSITION OF THE LANDFILL GAS.

Article IV SITE

Section 1.1 Property Description. The Site consists of a portion of the WM Property, as is to be more particularly described in Exhibit B-1 to be attached hereto pursuant to Section 2.7.

Section 1.2 No Encumbrance by Lessee. Lessee acknowledges and agrees that the primary use of the WM Property is for the operation of the Landfill. Lessee agrees that its leasehold interest hereunder is only for the uses expressly stated herein and for no other use. Lessee shall not encumber the title of Lessor in and to the WM Property (other than the Purchaser's Facility and Lessee's interests under this Agreement), nor shall any interest or estate of Lessor in the WM Property be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee, and any claim or lien upon the WM Property arising from any act or omission of Lessee shall accrue only against Lessee.

Section 1.3 Successor Lessor. Lessor may sell, convey or transfer the WM Property (or any portion thereof) to any Person, or lease or grant easements or rights of way to any portion of the WM Property (except for the Site), or assign its interest in this Agreement, without the consent of Lessee, but subject to the leasehold interest herein granted with respect to the Site and other rights granted to Lessee as to the WM Property and the Site by this Agreement. In the event of any such transfer, Lessor shall give Lessee prompt notice thereof.

Section 1.4 Emergency. Operator (or Lessee) shall provide a written plan for addressing any Emergency Condition at the Site, which plan shall provide for commercially reasonable procedures, consistent with Applicable Laws and Permits and Good Industry Practices, for addressing any Emergency Condition in the event that employees or representatives of Lessee are not present at the Site or if Lessee is otherwise unable to timely cure the Emergency Condition, including by providing Lessor, or agents or representatives authorized by Lessor, with the right to enter the Site, at its own risk, in order to implement actions to immediately mitigate the extent of any Emergency Condition and to prevent or mitigate any danger to the safety of individuals or the WM Property (other than the Site) or Lessor's operations thereon. If Lessee becomes aware of any Emergency Condition on the WM Property (excluding the Site), Lessee shall notify the appointed Lessor representative, [***] at [***], of such Emergency Condition. If Lessee cannot reach the appointed Lessor

representative, then Lessee shall attempt to contact via phone, email, and/or text messaging the following Lessor personnel in the following order: Director of Disposal Operations, the Environmental Protection Manager, and the Landfill Engineer. Lessor's representative shall provide the contact information for those individuals to Lessee.

Article V TERM

Section 1.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the expiration or termination of the LFG Sale Agreement, unless terminated earlier pursuant to the terms of this Agreement (the "Term"). Notwithstanding the above, in the event this Agreement is terminated for a Lessee Event of Default pursuant to Section 15.1 as a result of Lessee or an Affiliate of Lessee defaulting under, or causing the termination of, the LFG Sale Agreement, such Event of Default shall be deemed to have occurred prior to termination of this Agreement, and such termination shall not prejudice Lessor's rights to recover damages or seek other remedies at law or in equity, as provided herein.

Article VI PAYMENTS

Section 1.1 Payment.

(a) In consideration of the rights granted to Lessee pursuant to this Agreement, Lessee agrees to pay to Lessor a one-time payment of \$[***] of rent promptly following the Effective Date.

(b) Lessee shall reimburse Lessor for all commercially reasonable actual third- party expenses incurred by Lessor due to the existence of the Purchaser's Facility or the operations of the Lessee on the Site, which expenses Lessor would not otherwise have incurred but for the existence of the Purchaser's Facility or the operations of Lessee at the Site. To the extent that any such expense is a joint expense relating to the operation of both the Landfill and the Purchaser's Facility, Lessee shall only be responsible for the incremental cost incurred by Lessor.

Section 1.2 Payment Default. Any payments not timely made by Lessee under this Agreement shall accrue late interest at the lesser of (a) two and one-half percent (2.5%) per month, and (b) the highest rate permitted by law. From the date due until such amounts are paid.

Section 1.3 Payment Terms. All invoices for expenses detailed in Section 6.1 above shall be paid by Lessee within twenty (20) days of receipt of an invoice therefor.

Article VII CONSTRUCTION AND OPERATION OF PURCHASER'S FACILITY

Section 1.1 Construction of Purchaser's Facility.

1.1.1. In addition to the insurance policies and coverages to be maintained by Lessee as set forth in Exhibit E, Lessee shall purchase or provide and maintain builder's risk insurance or other similar coverage appropriate to such construction or installation activities and cause Lessor to be named as an additional insured.

1.1.2. To the extent permitted under Permits and Applicable Laws, soil or other material unearthed by Lessee during site preparation work or construction of the

Purchaser's Facility may be returned to the Lessor, and Lessor shall accept, receive and manage the same, at no cost to Lessee. Construction debris, trash, or other material generated by Lessee, or its contractors and their employees, agents and representatives, shall be properly managed and disposed of by Lessee, at Lessee's cost.

1.1.3. The Purchaser's Facility and related equipment at the Site shall remain the personal property of Lessee or its designee, notwithstanding the method or mode of installation or attachment thereof to real property, severable from the land and the WM Property (other than as provided in the applicable provisions of Article XIII), and Lessor acknowledges that, except for purchase money security interests or other lien rights that may arise following the Effective Date, it has no ownership interest of any kind in the Purchaser's Facility. Ownership and disposition of the Purchaser's Facility at the expiration of the Term or the earlier termination of this Agreement are subject to the provisions set forth in Article XIII.

1.1.4. Lessee shall comply with all Applicable Laws relating to the construction, installation, alteration, maintenance, repair, restoration and replacement of the Purchaser's Facility and shall obtain, at no cost to Lessor, appropriate Permits for such activities. Lessor shall cooperate with and assist Lessee in obtaining any Permit; provided that Lessee shall reimburse Lessor for any reasonable out-of-pocket costs incurred by Lessor in connection with such assistance.

1.1.5. Lessee shall not permit the WM Property to become subject to any mechanics', laborers' or materialmen's liens on account of labor or materials furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the WM Property by or at the direction of Lessee. If any such liens are filed against the WM Property, then Lessee shall cause the same to be promptly discharged of record or post a bond in respect of such lien. If Lessee shall fail to so discharge or bond around any such lien within fifteen (15) days of the receipt of written notice of filing thereof, then Lessor may do so, and all amounts paid by Lessor, including, all costs, expenses and attorneys' fees, shall be payable by Lessee to Lessor upon Lessor's written notice to Lessee accompanied by reasonable supporting documentation of such costs and expenses.

1.1.6. Notwithstanding anything to the contrary in this Agreement, in connection with the construction and operation of the Purchaser's Facility during the Term: (i) Lessee shall not take any action, including any investigation, digging, surveying, testing, disturbance, assessment, or commence or continue the construction or installation of any portion of its Purchaser's Facility on the Site, perform any site preparation work or other manipulation of the Site or the WM Property, or fail to take any action, that could reasonably be expected to materially exacerbate, or materially increase the costs relating to, any environmental condition known to, or discovered by, Lessee at, on, under or above the Site or the WM Property; (ii) Lessee shall not initiate or respond to any written or oral communication (including any request or demand for information) with or from any Governmental Authority or other Person regarding any environmental condition at, on, under or above the Site or the WM Property without consulting with and receiving the prior written approval of Lessor, except as otherwise required by Applicable Law; (iii) Lessee shall invite Lessor, or request that Lessor be invited, to all meetings (whether in person or by teleconference), inspections and site visits by any Governmental Authority regarding any environmental condition at, on, under or above the Site or the WM Property; (iv) Lessee shall not take any action that would constitute a nuisance or commit waste or damage to the WM Property; (v) except on the Site (as allowed by Applicable Law), Lessee shall not permit the storage of materials and/or accumulation of any material or substance on the WM Property; (vi) Lessee shall not leave the Site

unsecure; (vii) Lessee shall not take any photographs or record any video of (A) the Landfill (excluding the Site), (B) of any content at the Landfill or the Site that contains or displays Lessor's trade name, trademarks, or other similar identifiable markings, or (C) of Lessor's adjacent property, personnel, operations, equipment or improvements, except as necessary to document the process of construction, improvements, and removal of Purchaser's Facility for internal purposes; provided that Lessee shall not publish or distribute any photographs or videos permitted by this subsection (vii) to third parties for marketing purposes or otherwise without Lessor's prior review and comment; Lessee shall reasonably consider and address such comments in advance of any intended publication or distribution; and (viii) Lessee shall not conduct any excavating, drilling, invasive testing, including geotechnical, soil, air or groundwater sampling, or any earthmoving or groundwork, without Lessor's prior written consent, which shall not be unreasonably withheld, delayed or conditioned.

Section 1.2 Approval of Construction; EPC Contractor.

1.1.1. Lessee shall not begin any construction or installation of Purchaser's Facility on the Site or on WM Property (including any site preparation work and pipelines), until Exhibit B is fully populated pursuant to Article II (or otherwise permitted in writing by Lessor) (the "Development Date").

1.1.2. Before constructing or installing the Purchaser's Facility on the Site or on WM Property (including any site preparation work and pipelines), Lessee shall obtain the prior written approval of Lessor of the work to be performed and the contractor to perform such work (the "EPC Contractor"), which approval shall not be unreasonably withheld, delayed or conditioned. At least forty-five (45) days prior to planned construction, with its request for Lessor's approval, Lessee shall submit all permits and approvals required under Applicable Laws or Permits for the construction and operation of the Purchaser's Facility, detailed plans and specifications for all work to be performed on the Site or WM Property and certificates of insurance as required herein. Any modifications to the plans, specifications, or characteristics, whether occurring during the initial construction of the Purchaser's Facility or during the Term of this Lease, shall require Lessor's approval as set forth herein, which approval shall not be unreasonably withheld, delayed or conditioned.

1.1.3. In no event shall any supervision or right to supervise by Lessor nor any approvals or consents given by Lessor pursuant to this Agreement constitute any warranty by Lessor to Lessee of the adequacy of the design, workmanship or quality of such work or materials for Lessee's intended use or of compliance with the requirements of this Agreement or impose any liability upon Lessor in connection with the performance of such work.

1.1.4. Upon Lessor's approval, Lessee shall engage a qualified EPC Contractor (who may be an Affiliate of Lessor) and subcontractors (each approved by Lessor, which approval shall not be unreasonably withheld, delayed or conditioned) to construct and install such Purchaser's Facility in accordance with the approved plans and all Applicable Laws and Permits.

1.1.5. Lessee and Lessor agree that Lessee shall be permitted to use, as a staging area, the portion of the WM Property in the location described on the Site Plan approved by Lessor pursuant to Section 2.7 ("Staging Area"). Beginning on the Effective Date, and continuing through the date that is six (6) months after the Delivery and Purchase Commencement Date, Lessee may use the Staging Area for storage and staging of all materials and equipment used by Lessee for construction or installation of any

Purchaser's Facility. All applicable erosion and sedimentation controls will be approved by Lessor and properly constructed by Lessee prior to using the Staging Area. Proper erosion and sedimentation controls may include silt fence, ditches, sedimentation traps or ponds, stabilization and revegetation of disturbed areas. Lessee agrees to repair, replace or reestablish any current site erosion and sedimentation controls that are adversely impacted by the staging, construction or installation of such Purchaser's Facility.

Section 1.3 Approval of Site Operation. At least sixty (60) days prior to planned Delivery and Purchase Commencement Date, Lessee shall, if other than Lessee or an Affiliate of Lessee, submit for Lessor's approval the qualifications and scope of the intended operations and maintenance provider (the "Operator"), which approval shall not be unreasonably withheld, delayed or conditioned. The initial selection, replacement and scope (and any modification to the same) of the Operator shall be subject to Lessor's approval, which approval shall not be unreasonably withheld, delayed or conditioned. The Operator shall perform its scope in accordance with the approved plans, all Applicable Laws and Permits, and the requirements of this Agreement and the LFG Sale Agreement.

Section 1.4 Treatment of Recovered Landfill Gas. Lessor and Lessee acknowledge and agree that, subject to Lessee's right to reject LFG in accordance with Section 4.3 (Excused Interruption of LFG Acceptance Obligation) of the LFG Sale Agreement, Lessee must either process all Recovered Landfill Gas pursuant and subject to the terms and conditions of the LFG Sale Agreement, into electricity or Products or return to Lessor as Lessee Flare Gas. Lessor shall accept such Lessee Flare Gas for destruction on the terms and conditions set forth on Exhibit C. Any Lessee Flare Gas must be destroyed by Lessor through combustion in (i) the Permitted Flare, if applicable, or (ii) in a flare or other method owned by Lessor, and in all cases, in accordance with all Applicable Laws, Permits, Good Industry Practices and this Agreement. Lessee shall not deliver to Lessor any Lessee Flare Gas except in accordance with the terms and conditions of this Agreement. Lessee's delivery of Lessee Flare Gas to Lessor shall occur at the injection point (the "Flare Gas Return Point") of the Lessee Flare Gas Line to be located and installed by Lessee on the WM Property in the area legally described and depicted on Exhibit B-2 attached hereto and connecting to the Permitted Flare as shown on the Site Plan. Title and legal responsibility for the Lessee Flare Gas transfers to Lessor at the Flare Gas Return Point.

Section 1.5 Regulatory Reporting and Compliance. Lessee and Lessor shall each comply with their respective operational, reporting and compliance obligations as set forth in Exhibit D attached hereto. Lessee acknowledges that it cannot claim Emission Reduction Credits ("ERCs") from the BAAQMD for any reduction in Lessor's emissions relating to operation of Lessee's facility, and Lessee shall not take any actions that jeopardize Lessor's ability to claim such incentives, credits and/or offsets (or cause Lessor to have to provide any additional ERCs to the BAAQMD). Lessee shall be solely responsible for the air emissions generated by Purchaser's Facility and shall indemnify Lessor from and against any losses, costs and expenses incurred by Lessor as a result of emissions reduction credits claimed, banked or become due and payable by Lessor that are triggered for forfeiture or payback to the BAAQMD as a result of Purchaser's Facility.

Section 1.6 Lessee Operations.

1.1.1. Except to the extent covered by the Designated WM Permits, Lessee shall obtain, at no cost to Lessor, all Permits required under Applicable Laws relating to the construction, maintenance, operation, repair, restoration of the Site, alteration, decommissioning, removal, and/or replacement of the Purchaser's Facility, including Permits required for wastewater discharge and detention or discharge of stormwater.

1.1.2. Lessee shall operate, maintain, repair, and replace the equipment, systems and facilities located at the Site, at no cost to Lessor, in compliance with all Applicable Laws, Permits, the Air Permit, Good Industry Practices, and the provisions of Section 7.3. Lessee shall not be required to obtain the prior written approval of Lessor for routine operation, maintenance or repair of the Purchaser's Facility, and any replacement, or other repair or modification of the Purchaser's Facility that does materially alter the Site, the Purchaser's Facility, or the operation thereof, or requires any amendment or modification of any Permit(s). Any replacement, repair or modification that interferes with Landfill Operations, is subject to the provisions of Section 2.7 and Section 7.1 hereof. All access for repairs, maintenance and replacements to parts of the Collection System located outside of the Site, shall be coordinated with and be approved by Lessor as to not interfere with Lessor's operations on the WM Property.

1.1.3. Lessee shall perform its duties and obligations required of it to comply with the requirements set forth in Exhibit C and Exhibit D.

1.1.4. Lessee shall not sell or transfer any Recovered Landfill Gas to third party purchasers.

1.1.5. With respect to any Recovered Landfill Gas or Lessee Flare Gas, Lessee has legal responsibility for the control, management and containment of such Recovered Landfill Gas or Lessee Flare Gas after the Delivery Point, at the Site, whether related to leaks from the Lessee Flare Gas Line, or the Purchaser's Facility, including the legal responsibility with respect to the control, management and containment of such Recovered Landfill Gas or Lessee Flare Gas after the Delivery Point and until the Flare Gas Return Point arising under all applicable Environmental Laws, including any monitoring or remediation obligations relating to such Lessee Flare Gas or LFG after the Delivery Point, and any subsurface migration or surface emission resulting therefrom. Lessor shall have legal responsibility for the control, management and containment of LFG and Lessee Flare Gas (i) prior to the Delivery Point and (ii) after the Flare Gas Return Point only when returned by Lessee to Lessor for flaring in accordance with, and as permitted by this Agreement, in each case, including any leaks from the Collection System, the Lessee Flare Gas Line, or surface emission, including the legal responsibility with respect to the control, management and containment of such LFG or Lessee Flare Gas arising under all applicable Environmental Laws, including any monitoring or remediation obligations related to such LFG or Lessee Flare Gas at such times, and any subsurface migration or surface emission resulting therefrom. Lessor shall perform the duties and obligations required of it to comply with the requirements set forth herein.

Section 1.7 Designated WM Permits. The Parties acknowledge and agree that (i) the Designated WM Permits are issued to and held by Lessor primarily for the benefit of the Landfill and Lessor, (ii) the Designated WM Permits are essential to the lawful operation of the Landfill (and related facilities) by Lessor, and (iii) to the extent permissible under Applicable Law, the Lessor is allowing Lessee to utilize and benefit from the Designated WM Permits to lawfully operate the Purchaser's Facility pursuant to the terms and conditions of this Agreement and in accordance with the LFG Sale Agreement.

1.1.1. Lessor shall allow Lessee to utilize and benefit from the Air Permit for the operation of Purchaser's Facility, including the return of Lessee Flare Gas to the Flare Gas Return Point.

1.1.2. Lessor agrees to (i) give Lessee as much notice as reasonably possible of modifications, amendments, or changes to the Designated WM Permits that could reasonably be expected to impact or affect the Purchaser's Facility, and (ii)

cooperate in a commercially reasonable manner with Lessee to help ensure the Purchaser's Facility can continue to lawfully operate and to minimize any negative effect on the operation of Purchaser's Facility.

1.1.3. If Lessee needs to amend or modify any of the Designated WM Permits to continue its operation of the Purchaser's Facility, and such amendment or modification would not adversely impact Lessor's use of such Designated WM Permit, then upon request of Lessee (or Operator), Lessor will use commercially reasonable efforts to help obtain any such amendment or modification to the Designated WM Permit with all costs related to obtaining such amendment or modification (including, without limitation, Lessor's reasonable legal fees and expenses) to be borne by Lessee; provided however, notwithstanding anything to the contrary in this Agreement or in the LFG Sale Agreement, Lessor shall not be required to amend the Air Permit or modify any of the other Designated WM Permits in a way that could reasonably be expected to cause Lessor to lose any Permit entitlements, including Lessor's current and future potential to emit.

Article VIII MATERIAL CHANGE IN LAW

Section 1.1 Change in Law. In the event of a Material Change in Law, the Parties shall, to the extent necessary and possible, cooperate in good faith to reform this Agreement to ensure compliance and conformity with such Material Change in Law and to restore or retain the Parties' original respective intended benefits and burdens under this Agreement.

Article IX INDEMNIFICATION

Section 1.1 Indemnification.

1.1.1. Lessee Indemnity. Lessee shall indemnify, hold harmless and, subject to Section 9.2, defend Lessor and its Affiliates and their respective stockholders, partners, members, managers, directors, officers, employees, agents, invitees and independent contractors, and their respective successors and assigns ("Lessor Persons"), from and against any and all costs, claims, liabilities, penalties, fines, damages, expenses, causes of action, suits, or judgments, including, reasonable attorneys' fees and all court costs and experts' fees (collectively, "Losses"), actually incurred or paid by a Lessor Person (including in connection with the claims of third parties for injury to persons or damage to property or any proceeding by a Governmental Authority) to the extent caused by or arising from:

- (a) any breach by Lessee of the representations and warranties set forth herein or in the performance of the duties and obligations of Lessee (or its Affiliate, representative or agent) under this Agreement or the LFG Sale Agreement;
- (b) Lessee's use, occupancy, conduct, operation, alteration, maintenance, repair, replacement, or management of Purchaser's Facility or the Landfill in violation of Applicable Laws;
- (c) any willful misconduct or negligent or grossly negligent act or omission of Lessee or its Affiliate, representative or agent;
- (d) any Hazardous Substance contamination or other environmental condition, including clean-up actions or remediation work resulting therefrom, at the Landfill,

whether now known or hereafter discovered, caused by Lessee or its Affiliate, representative or agent; or

(e) any and all claims, directly or indirectly arising out of or related to, Lessee's purchase or processing of the LFG delivered to Lessee (or its Affiliate) after the Delivery Point under the LFG Sale Agreement, and any and all claims arising in connection with damage to property, including without limitation damage to Purchaser's Facility or the Landfill, injury of or death to persons, or otherwise arising in connection with such LFG or the electricity generated therefrom.

1.1.2. Lessor Indemnity. Lessor shall indemnify, hold harmless and, subject to Section 9.2, defend Lessee and its Affiliates and their respective stockholders, partners, members, managers, directors, officers, employees, agents, invitees and independent contractors, and their respective successors and assigns ("Lessee Persons"), from and against any and all Losses, actually incurred or paid by a Lessee Person (including in connection with the claims of third parties for injury to persons or damage to property or any proceeding by a Governmental Authority) to the extent caused by or arising from:

(a) any breach by Lessor of the representations and warranties set forth herein or in the performance of the duties and obligations of Lessor under this Agreement or the LFG Sale Agreement;

(b) Lessor's conduct, operation, alteration, maintenance, repair, replacement, or management of the Landfill in violation of Applicable Laws;

(c) any willful misconduct or negligent or grossly negligent act or omission of Lessor or its Affiliate, representative or agent;

(d) any Hazardous Substance contamination or other environmental condition, including clean-up actions or remediation work resulting therefrom, at the Landfill, whether now known or hereafter discovered, caused by Lessor or its Affiliate, representative or agent; or

(e) any and all claims, directly or indirectly arising out of or related to, the collection and delivery of LFG prior to and at the Delivery Point, and any and all claims arising in connection with damage to property, including without limitation damage to Purchaser's Facility or the Landfill, or injury of or death to persons resulting from the presence of any component within such LFG, or otherwise arising in connection with such LFG or the electricity generated therefrom.

Section 1.2 Notice and Defense of Claims. Section 11.2 of the LFG Sale Agreement is hereby incorporated by reference *mutatis mutandis*.

Section 1.3 Release. Lessee understands that damage to the Purchaser's Facility may result from the conduct of Lessor's normal and usual business operations. All of Lessee's equipment, systems, inventory, facilities and all other personal property in or about the Site and/or the WM Property (collectively "Lessee's Property"), shall be and remain at Lessee's sole risk. Lessor shall not be liable to Lessee, and Lessee hereby releases Lessor (and its Affiliates, property managers and mortgagees) from any and all liability for theft or damage to Lessee's Property.

1.1.1. Survival. Notwithstanding any other provisions in this Agreement, all provisions of this Article IX shall survive the expiration or termination of this Agreement by default or otherwise.

Article X INSURANCE

Section 1.1 Insurance Requirements.

1.1.1. Lessee shall obtain, maintain and keep in force throughout the Term, property insurance with insurers meeting the qualifications, and in amounts as set forth in Exhibit E attached hereto. All policies of insurance shall name Lessor as an additional insured. Lessee shall deliver to Lessor certificates of insurance evidencing the coverages required by Exhibit E within thirty (30) days of the Effective Date and periodically thereafter promptly following upon request of Lessor, but no more often than once a calendar year. The certificates of insurance shall further provide that the insurer will notify the certificate holder and each additional insured thereunder at least ten (10) days before any cancellation or material modification of the policy.

1.1.2. The insurance policies maintained by Lessee as provided in this Agreement shall include an endorsement containing an express mutual waiver of any rights of subrogation by the insurance company against Lessor. The above mutual waiver of subrogation applies whether or not there are any deductibles or self-insured retentions.

Section 1.2 Insurable Claims. To the extent an insurable claim arises, the Parties agree to first pursue recovery under such insurance coverage before seeking indemnification from the other Party. For the avoidance of doubt, a Party's deductible under its respective insurance policies constitutes Losses for which it may seek indemnification from the Indemnifying Party (to the extent permitted by Article IX).

Article XI TAXES

Section 1.1 Lessee Taxes and Utilities. Lessee shall, during the Term of this Agreement, pay or arrange for the payment of all (a) costs, charges, water and sewer charges, charges for public utilities and other charges and fees that may be properly levied upon or assessed against Purchaser's Facility or any other equipment and improvements constructed or installed by Lessee in or on the Site; and (b) all personal property taxes, assessments, or similar charges and fees that may be properly levied upon or assessed against any Purchaser's Facility or LFG purchased by Lessee under the LFG Sale Agreement or any other equipment and improvements constructed or installed by Lessee in or on the Site.

Section 1.2 Lessor Taxes and Utilities. Lessor shall, during the Term of this Agreement, pay or arrange for the payment of all (a) costs, charges, water and sewer charges, charges for public utilities, and other charges and fees (including any taxes, levies or charges imposed on or associated with the emission of carbon dioxide or other emissions) that may be properly levied upon or assessed against the facilities, equipment and improvements owned, constructed, located or installed by Lessor on the WM Property (excluding the Site), including without limitation the Landfill, the Permitted Flare, and the Leachate Collection System and (b) all personal property taxes, assessments, or similar charges and fees that may be properly levied upon or assessed against the facilities, equipment and improvements owned, constructed, located or installed by Lessor on the WM Property (excluding the Site), including without limitation the Landfill, the Permitted Flare, and the Leachate Collection System.

Section 1.3 Real Property Taxes.

1.1.1. In the event that the Site is separately assessed by the applicable taxing jurisdictions (separately from the remainder of the WM Property): (i) Lessee shall, during the Term of this Agreement, pay or arrange for the payment of all real property taxes and assessments levied upon or assessed against the Site, and the Purchaser's Facility or any other equipment and improvements constructed or installed thereon; and (ii) Lessor shall, during the Term of this Agreement, pay or arrange for the payment of all real property taxes and assessments levied upon or assessed against the WM Property (excluding the Site), and any facilities or equipment and improvements constructed or installed thereon. Lessee, at its sole cost and expense, shall have the right at any time to contest any taxes or assessments that may be imposed on the Site or any other part of Purchaser's Facility in the manner provided by law, provided that (x) LESSEE INDEMNIFIES, DEFENDS, AND HOLDS LESSOR HARMLESS FROM AND AGAINST ANY ACTIONS, CLAIMS, DEMANDS, EXPENSES, OR LIABILITIES ARISING OUT OF OR RELATING TO SUCH CONTEST AND/OR APPEAL THAT LESSOR WOULD NOT OTHERWISE HAVE BEEN OBLIGATED TO PAY HAD LESSEE NOT CONTESTED SUCH ITEMS AND (Y) SUCH CONTEST IS DONE IN ACCORDANCE WITH APPLICABLE LAW (INCLUDING THE PAYMENT OF TAXES UNDER PROTEST OR POSTING OF BONDS, IF SO REQUIRED). Any and all refunds received from such contest, including interest, shall be equitably apportioned to the account of Lessor or Lessee based upon the period affected thereby, and Lessee shall be entitled to receive Lessee's pro rata share of any such refund and reimbursement of Lessee's pro rata share of the reasonable, actual third party costs (including reasonable attorneys' fees) incurred in connection with such contest. The obligations of this Section 11.3.1 shall survive the expiration or earlier termination of this Agreement.

1.1.2. For the purposes of this Section 11.3, real property taxes and assessments means: all real property taxes and other assessments on buildings and land, including taxes and assessments for special improvement districts and building improvement districts, and all governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the property.

1.1.3. In the event that the Site is not separately assessed by the applicable taxing jurisdictions (separately from the remainder of the WM Property, or any portion thereof), Lessor shall, during the Term of this Agreement, pay or arrange for the payment of all real property taxes and assessments levied upon or assessed against the tax parcel(s) within the WM Property that include the Site, and any facilities or equipment and improvements constructed or installed thereon, and Lessee shall reimburse Lessor for the Lessee's pro-rata share of such real property taxes and assessments within twenty (20) days after receiving an invoice from Lessor. The Lessee's annual pro-rata share of such real property taxes and assessments shall be: (i) 100% of the amount of real property taxes and assessments, to the extent that it can be determined, levied upon or assessed against the Purchaser's Facility or equipment and improvements constructed or installed as of the Effective Date on the Site; plus (ii) an amount equal to the product of (A) the surface area of the Site divided by (B) the total surface area of the WM Property multiplied by (C) the amount of real property taxes and assessments levied upon or assessed against the tax parcel(s) within the WM Property (excluding improvements) that include the Site; plus (iii) 100% of the amount of increase of real property taxes and assessments levied upon or assessed against the tax parcel(s) within the WM Property that include the Site over the tax year in which the Effective Date occurs (the "Tax Base Year"), to the extent that such increase is attributable to any Purchaser's Facility constructed and installed by Lessee subsequent to the Tax Base Year. In addition, Lessor shall have the right at any time to contest any taxes or assessments, and Lessor shall have

the right to select counsel and control the appeal. Lessee agrees to promptly reimburse Lessor for the reasonable costs incurred in connection with any such appeal that are directly related to the Site, or any part of Purchaser's Facility. Lessor agrees to promptly provide Lessee with notice of any real property tax assessment affecting Lessee's rights hereunder but in no event later than thirty (30) days after its receipt of any such bill (provided, the failure to provide such bill shall not be grounds for non-payment by Lessee), and agrees to allow Lessee to participate in any review process as necessary to effect Lessee's rights of defense under this Section 11.3.3. In the event Lessor has successfully contested the taxes or assessments imposed on such parcel, which includes the Site and/or other part of the Purchaser's Facility and/or WM Property, and has received a refund thereon, the Lessor shall promptly remit a prorated portion of any such refund to the other Party. Such prorations shall be in accordance with the formula set forth above in this Section 11.3.3. The obligations of this Section 11.3.3 shall survive the expiration or termination of this Agreement.

Section 1.4 Failure to Pay Taxes. If Lessee or Lessor shall fail to pay any amounts required to be paid in accordance with Sections 11.1, 11.2 or 11.3, respectively, then at any time after furnishing the non-performing Party fifteen (15) Business Days' prior notice, without waiving or releasing the non-performing Party from any of its obligations or waiving or releasing any rights hereunder, the other Party may pay such amount or perform such act, and all amounts paid, including all costs, expenses and attorneys' fees, shall be payable by the non-performing Party to the other Party upon written notice to the non-performing Party accompanied by reasonable supporting documentation of such costs and expenses.

Article XII FORCE MAJEURE

Section 1.1 Force Majeure. The provisions of Article X of the LFG Sale Agreement are incorporated herein, *mutatis mutandis*.

Article XIII OPTION TO PURCHASE

Section 1.1 Option to Purchase.

1.1.1. Lessee hereby grants to Lessor the exclusive option (the "Option") to purchase all or any portion of the Purchaser's Facility upon the expiration or earlier termination of this Agreement for any reason other than a default by Lessor hereunder or termination of the LFG Sale Agreement by Purchaser as a result of a default by Seller thereunder. Prior to removal of the Purchaser's Facility or any component thereof, Lessee shall provide Lessor with written notice of its intent to remove all or any portion of Purchaser's Facility, at which time, Lessor shall have a period of thirty (30) days to notify Lessee of its intent to purchase said equipment, either in whole or in part. The purchase price for any said equipment shall be the Fair Market Value (as defined below) of the equipment at the time as determined by mutual agreement of the Parties. "Fair Market Value" means the cash price at which such equipment would change hands for its value in place as an operational facility (if applicable) between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell, and both having reasonable knowledge of the relevant facts. If the Parties are unable to agree within 30 days of Lessor's exercise of its Option, Fair Market Value shall be determined in accordance with Section 13.1.2 below and shall assume that the gas rights granted by the LFG Sale Agreement are available for the use of Purchaser's Facility pursuant to the terms and conditions of the LFG Sale Agreement.

1.1.2. If the Parties are unable to agree on the Fair Market Value of the equipment, as set forth in Section 13.1 above, the Lessor shall appoint a Qualified Appraiser (as defined below) to determine the Fair Market Value of such equipment. The Lessor shall be solely responsible for the costs and expenses of such Qualified Appraiser. For purposes herein, the term “Qualified Appraiser” means a nationally recognized third-party appraiser reasonably acceptable to Lessor and Lessee which shall (i) be qualified to appraise landfill and power generation facilities, and experienced in such businesses in the general geographic region of the relevant Purchaser’s Facility, and (ii) not be associated with either Lessor or Lessee or any Affiliate of either of them.

1.1.3. If Lessee disputes the Fair Market Value, then Lessee shall engage a second Qualified Appraiser. If the Fair Market Value determined by the second Qualified Appraiser is equal to or less than ten percent (10%) higher or lower than the Fair Market Value determined by the first Qualified Appraiser, the purchase price shall be the Fair Market Value as determined by that first Qualified Appraiser and Lessee shall pay the costs and expenses of the first and second Qualified Appraiser. If the Fair Market Value determined by the second Qualified Appraiser is greater than (10%) higher or lower than the Fair Market Value determined by the first Qualified Appraiser, then:

(a) (1) the Parties shall select a mutually agreeable third Qualified Appraiser; (2) the purchase price shall be the average of the Fair Market Value of each of the three Qualified Appraisers; and (3) the Parties shall share the costs and expenses of all Qualified Appraisers equally.

(b) If the Parties cannot agree on a mutually agreeable third Qualified Appraiser, then the purchase price shall be the average of the Fair Market Values determined by the first and second Qualified Appraisers and the Parties shall share the costs and expenses of all Qualified Appraisers equally.

1.1.4. Once a purchase price has been identified, either by Lessee accepting the Fair Market Value (whether from Lessor or as determined by such Qualified Appraiser) or by the provisions of Section 13.1.3(b), the Parties shall promptly execute and deliver a customary purchase and sale agreement reasonably satisfactory to the Parties in all material respects providing for the purchase and sale of such equipment free and clear of all liens, judgements and taxes (unless otherwise agreed to by the Parties). The purchase of the Purchaser’s Facility shall be on an “As-Is Basis,” “with all faults”.

Section 1.2 Removal and Restoration Obligations. Unless the Parties agree in writing to an alternative arrangement, following the expiration or earlier termination of this Agreement, Lessee shall, at Lessee’s sole cost and expense, at the end of the Term, (i) remove the Purchaser’s Facility and all personal property of Lessee from the Site; (ii) remove or cap any of Lessee’s facilities that are located under the surface of the WM Property, or at Lessor’s direction, remove all underground equipment, including but not limited to the natural gas distribution pipeline located on the Natural Gas Pipeline Easement, the Lessee Flare Gas Line and the Discharge Water Line; (iii) restore the condition of the WM Property, including the Site, to the condition it existed on the Effective Date, ordinary wear and tear excepted; and (b) Lessee shall, at its sole cost and expense (i) deliver possession of the WM Property, including the Site, to Lessor, free and clear of all liens and encumbrances related to Lessee’s use and control of the Site; (ii) upon Lessor’s request, execute and deliver any instrument of transfer, conveyance or release necessary or desirable to confirm the vesting of such rights in Lessor; and (iii) execute a recordable memorandum of termination evidencing the termination of any recorded agreements related to this Agreement or the LFG Sale Agreement.

**Article XIV
CASUALTY AND CONDEMNATION**

Section 1.1 Casualty. Lessee shall give prompt written notice to Lessor of any casualty to Purchaser's Facility. Lessor shall give prompt written notice to Lessee of any casualty to the WM Property, the Landfill or any portion thereof, or to the Collection System, the Permitted Flare, and the Leachate Collection System. Lessee shall use commercially reasonable efforts to restore the Purchaser's Facility as soon as reasonably practicable under the circumstances. Lessee shall provide Lessor with its plans for the restoration of the Purchaser's Facility as soon as reasonably practicable following such casualty.

Section 1.2 Condemnation. If, at any time during the Term, the WM Property, the Landfill, the Purchaser's Facility, or any part thereof or interest therein, shall be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Lessee or Lessor receive any notice or other information regarding such proceeding, the Party receiving such notice or other information shall give prompt written notice thereof to the other Party. Lessor and Lessee agree to request the courts in such condemnation proceeding to make separate awards to Lessor and Lessee. If, for any reason, the courts are unwilling or unable to make separate awards, Lessor and Lessee agree that the one award shall be equitably apportioned to reflect each Party's respective interests. Each of Lessee and Lessor shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings.

**Article XV
EVENTS OF DEFAULT AND REMEDIES**

Section 1.1 Events of Default. Section 9.1 (excluding subsection 9.1(g) and subsection 9.1(h)) of the LFG Sale Agreement are incorporated herein, *mutatis mutandis*. For the avoidance of doubt, Section 9.1(e) of the LFG Sale Agreement shall be read, when incorporated herein *mutatis mutandis*, as follows: "A Party causes an 'Event of Default' under the LFG Sale Agreement and the non-defaulting Party exercises its mature right to terminate the LFG Sale Agreement due to such 'Event of Default'."

Section 1.2 Remedies.

1.1.1. In the event of a breach of or default under this Agreement, whether or not such breach or default results in a termination of this Agreement, and without limitation of the non-defaulting Party's right to terminate this Agreement as provided in this Article XV, (a) the Parties shall have the right to exercise all of their respective rights and remedies available at law or equity in respect of such breach, default, or termination and (b) in the event of a Lessee Event of Default, (i) Lessor shall have the right to regain possession of the Site and receive reimbursement for Lessor's reasonable out of pocket costs incurred in connection with the same (including reasonable attorney's fees), (ii) receive reimbursement for Lessor's reasonable out of pocket costs incurred in removing Lessee's equipment, trade fixtures and personal property as permitted herein following termination of this Agreement, and (iii) receive reimbursement for Lessor's reasonable out of pocket costs incurred otherwise performing such repairs and restorations as required under this Agreement.

1.1.2. Without limitation of the foregoing, each Party acknowledges that in the event of a breach or default or potential breach or default by the other Party of this Agreement, the non-defaulting Party may be irreparably harmed and that monetary damages hereunder may be an insufficient remedy for such harm, and in such event, non-

defaulting Party may seek any and all available equitable remedies, including injunctive relief and specific performance, in respect of such breach or potential breach.

Section 1.3 Limitation on Damages; Waiver of Special, Indirect Incidental, Punitive and Consequential Damages.

1.1.1. LIMITATION OF LIABILITY. THE MAXIMUM LIABILITY FROM ONE PARTY TO ANOTHER IN ANY YEAR SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND WILL, IN NO EVENT, WHEN TAKEN TOGETHER WITH SUCH PARTY'S LIABILITY UNDER THE LFG SALE AGREEMENT, EXCEED THREE MILLION DOLLARS (\$3,000,000); PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (I) ACTS OF WILLFUL MISCONDUCT OR FRAUD, (II) VIOLATIONS OF APPLICABLE LAW, (III) ANY AMOUNTS RECEIVED BY SUCH PARTY PURSUANT TO INSURANCE POLICIES REQUIRED TO BE MAINTAINED BY SUCH PARTY PURSUANT TO THIS AGREEMENT, THE LFG SALE AGREEMENT, OR OTHERWISE APPLICABLE TO THE PURCHASER'S FACILITIES OR THE LANDFILL, OR (IV) INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS SET FORTH IN THIS AGREEMENT.

1.1.2. WAIVER OF CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY WAIVES ANY CLAIM TO, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, DOWN TIME COSTS, LOSS OF OPPORTUNITY, LOSS OF TAX CREDITS, AND LOSS OF GOODWILL; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE CONSTRUED AS LIMITING AN OBLIGATION OF A PARTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AGAINST CLAIMS ASSERTED BY THIRD PARTIES INCLUDING, BUT NOT LIMITED TO, THIRD PARTY CLAIMS FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. FOR PURPOSES OF THIS AGREEMENT, THE TERM "THIRD PARTY" EXCLUDES A PARTY'S AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, LENDERS, SUCCESSORS AND ASSIGNS. If a Party terminates this Agreement due to the other Party's Event of Default, all sums due hereunder shall be paid no later than thirty (30) days following the date of termination.

Section 1.4 Double Recovery; Proper Assertion of Claims. Notwithstanding the fact that a Party may have the right to seek indemnification under or with respect to more than one provision of this Agreement or any other agreement entered into in connection herewith, in respect of any fact, event, condition or circumstance, neither Party shall be entitled to recover the amount of any Losses suffered by such Party more than once under all such agreements in respect of such fact, event, condition or circumstance, and an Indemnifying Party shall not be liable for indemnification to the extent the Indemnified Party has otherwise been fully compensated for such Losses; further, each Party hereby agrees to bring any claims for indemnification or Losses under the agreement most closely related to the events giving rise to such claim for indemnification or loss.

**Article XVI
MISCELLANEOUS**

Section 1.1 Notices. All notices, reports, certifications, or other documentation, and other communications hereunder shall be in writing and shall be deemed given when received if delivered personally or by facsimile transmission with completed transmission acknowledgment

or by electronic mail, or when delivered if mailed by overnight delivery via a nationally recognized courier or registered or certified first class mail (return receipt requested), postage prepaid, to the recipient Party at its below address (or at such other address or facsimile number for a Party as shall be specified by like notice; provided, however, that notices of a change of address shall be effective only upon receipt thereof and that any notice provided by electronic mail will be followed promptly by another form of notice consistent with this Section 16.1 and will be effective when such follow-up notice is deemed effective):

To Lessor:

Guadalupe Rubbish Disposal Co., Inc.
15999 Guadalupe Mines Road
San Jose, California 95120
Attn: [***]
Email: [***]

With a copy to:

WM Renewable Energy, L.L.C.
800 Capitol, Suite 3000
Houston, Texas 77002
Attn: Vice President of Renewable Energy
Email: [***]

and:

Waste Management Legal
800 Capitol, Suite 3000
Houston, Texas 77002
Attn: General Counsel
Email: [***]

and:

WM Corporate Real Estate
720 Butterfield Road
Lombard, IL 60148
Attention: VP of Real Estate

To Lessee:

Guadalupe Renewable Energy LLC
One North Lexington Avenue
Suite 1450
White Plains, New York 10601
Attn: Chief Operating Officer
Email: [***]

With a copy to:

OPAL Fuels LLC
One North Lexington Avenue Suite 1450
White Plains, New York 10601
Attn: Office of General Counsel
Email: [***]

Each Party may designate a different address for notices by notice given as provided above.

Section 1.2 Assignment or Subletting. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns (including by operation of law), but, except as permitted in Section 16.5 below (as relates to reference to Section 13.14 of the LFG Sale Agreement (Lender Cooperation)), neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned or sublet by any Party without the prior written consent of the other Party (to be granted in the other Party's sole discretion), provided that Lessor may make such an assignment without Lessee's consent to (a) a successor to substantially all of Lessor's business, whether in a merger, sale of stock, sale of assets or other transaction, so long as that transaction complies with the other provisions of this Agreement or its Affiliate and (b) an Affiliate. Any purported assignment, sublease or delegation in violation of this Section shall be null and void.

Section 1.3 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that a Party may be a partnership, limited partnership or limited liability company, each Party hereto, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Parties shall have any obligation hereunder and that it has no rights of recovery hereunder against, and no recourse hereunder or under any documents, agreements, or instruments delivered contemporaneously herewith or in respect of any oral representations made or alleged to be made in connection herewith or therewith shall be had against, any former, current or future director, officer, agent, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative or partner of any Party (or any of their respective successor or permitted assignees), or any Affiliate thereof or against any former, current or future director, officer, agent, employee, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative, general or limited partner, stockholder, manager or member of any of the foregoing, but in each case not including the Parties (each, a "Party Affiliate"), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such party against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other Applicable Law, or otherwise, except to the extent expressly provided for with respect to an agreement to which the applicable counter-Party is a party; it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable party under this Agreement or the transactions contemplated hereby, under any documents or instruments delivered contemporaneously herewith, in respect of any oral representations made or alleged to be made in connection herewith or therewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation. Each Party Affiliate is an express and intended third party beneficiary of this provision and shall have the right to enforce the terms hereof in all respects.

Section 1.4 Memorandum of Lease. Simultaneously with the execution of this Agreement, Lessor and Lessee, upon request of the other, shall execute recordable instruments designating the name of the parties, a description of the Site, the Term, rights of extension,

rights, restrictions, easements and privileges of which Lessee has the benefit under this Agreement and such other provisions of this Agreement as may be reasonably requested by other party to constitute a memorandum of lease and easement or a notice of lease and easement, as the case may be, under the Applicable Laws. Lessee or Lessor may cause such instrument to be recorded in the appropriate land records, and all recording costs, recordation taxes or other fees charged by any governmental agency in connection with such recordation (including transfer fees) shall be paid by the party causing such instrument to be recorded. Upon termination of this Agreement, upon the request of either party, the other party will execute an instrument in recordable form indicating that this Agreement has been terminated.

Section 1.5 Incorporated Provisions. The provisions of each of Section 13.2 (Governing Law, Jurisdiction, Venue), 13.3 (Dispute Resolution), 13.4 (Counterparts), 13.5 (Waiver of Compliance; Consents), 13.6 (No Third Party Beneficiaries), 13.7 (Interpretation), 13.8 (Severability), 13.9 (Entire Agreement), 13.10 (Construction of Agreement), 13.11 (Further Assurances), 13.12 (Emergency Contact), 13.13 (No Partnership), 13.14 (Lender Cooperation), 13.15 (Confidentiality), and 13.16 (Public Announcement) of the LFG Sale Agreement are incorporated herein by reference, *mutatis mutandis*.

Section 1.6 Estoppel Certificates. The Parties hereby agree that upon not less than twenty (20) Business Days prior written notice from the other Party (the "Requesting Party"), such Party (the "Receiving Party") shall execute, acknowledge, and deliver to the Requesting Party, a statement in writing in such form as may reasonably be required by the Requesting Party, its lender, or other party reasonably requested by the Requesting Party, certifying: (i) the date of commencement of this Agreement; (ii) if this Agreement has been modified; (iii) if this Agreement is in full force and effect; (iv) the date to which rent and other sums payable under this Agreement have been paid; (v) if there are any current breaches under this Agreement by either Lessor or Lessee; and (vi) such other matters respecting this Agreement or the Site as are reasonably requested, to the extent such statements are true and correct as of such date. Each Party shall reasonably cooperate with the other Party in providing estoppels requested pursuant to this Section 16.6, but the Requesting Party shall be considerate of the time and effort of the Receiving Party and not unreasonably burden the Receiving Party with such requests.

[Signature Page to Follow]

LESSOR

GUADALUPE RUBBISH DISPOSAL CO., INC.

By: /s/ Barry Skolnick

Name: Barry Skolnick

Its: President

LESSEE

GUADALUPE Renewable Energy LLC

By: /s/ Jonathan Maurer

Name: Jonathan Maurer

Its: Co-CEO