

RNG SUPPLY AND TRANSPORTATION AGREEMENT

This RNG SUPPLY AND TRANSPORTATION AGREEMENT (the “**Agreement**”) is made and entered into this 31st day of May, 2018, (the “**Effective Date**”) by and between RUDARPA, Inc., a Utah corporation (“**Supplier**”), and Liberty Utilities (EnergyNorth Natural Gas) Corp., a New Hampshire corporation (“**Purchaser**”).

RECITALS

WHEREAS, North Country Environmental Solutions, Inc. (“**North Country**”) owns and operates the North Country Landfill;

WHEREAS, Supplier has exclusive rights to the Landfill Gas generated at the North Country Landfill (the “**LFG Supply Agreement**”);

WHEREAS, Supplier has obtained a Site Lease from North Country upon which Supplier will construct a facility to collect, treat, and compress Landfill Gas generated at the North Country Landfill to produce pipeline ready renewable natural gas (the “**Production Facility**”);

WHEREAS, Purchaser desires to purchase all of the pipeline ready renewable natural gas (the “**RNG**”) generated at the Production Facility for use in Purchaser’s natural gas distribution system (the “**Purchaser System**”); and

WHEREAS, Supplier desires to sell to Purchaser all of the RNG generated at the Production Facility.

NOW, THEREFORE, in consideration of these mutual agreements, and other good and valuable consideration, receipt of which is hereby acknowledged, Supplier and Purchaser agree as follows:

ARTICLE 1 DEFINITIONS

Unless otherwise required by the context in which any defined term appears, the following terms shall have the meaning assigned to them in this Article 1, for all purposes including the Recitals:

“**Additional Rights**” has the meaning set forth in Section 2.9.

“**Affected Party**” has the meaning set forth in Section 8.1.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly Controlled by, Controlling, or under common Control with such Person.

“**Agreement**” has the meaning set forth in the introductory paragraph to this Agreement.

“**Attestation Compliance**” has the meaning set forth in Section 3.2.

“**Auditor**” has the meaning set forth in Section 5.8(b).

“Authorized Attestation Firm” means Weaver and Tidwell, LLP, or such other qualified audit and attestation firm approved by the EPA and acceptable to both Supplier and Purchaser, to provide quality assurance services, RIN auditing services, and similar attestation services to U.S. renewable fuel purchasers agreed to by Purchaser in its sole discretion.

“Bankruptcy” means with respect to any Person (a) the commencement of a case or other proceeding, without the application or consent of such Person, in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, or the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator, or the like for such Person or all or substantially all of its assets, or any similar action with respect to such Person under any Law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, if such case or proceeding has continued undismissed, undischarged, unbonded, or unstayed and in effect for a period of one hundred twenty (120) consecutive days, or an order for relief in respect of such Person has been entered in an involuntary case under the federal bankruptcy Laws or other similar Laws (whether U.S. or foreign) now or hereafter in effect; (b) the commencement by such Person of a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution, or other similar Law now or hereafter in effect, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, or sequestrator (or other similar official) for such Person, or the general assignment by such Person of all or substantially all of its property for the benefit of creditors, or such Person shall fail to, or admit in writing its inability to, pay its debts generally as they become due, or such Person or its board of directors shall vote to implement any of the foregoing; (c) the commencement against the Person of any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, or similar process against all or any substantial part of its assets, which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within ninety (90) days from the entry thereof; or (d) the taking by the Person of any material action in furtherance of, or indicating its consent to, approval of or acquiescence in any of the acts set forth in clause (a), (b), or (c) above.

“Business Day” means a day of the year (other than any Saturday or Sunday) on which banks are not required or authorized to close in New York, New York.

“Confidential Information” means: (a) any confidential, non-public information, or materials of the disclosing party or its Affiliates provided by such party or any of its Representatives pursuant to this Agreement whether in tangible form or disclosed orally, and all notes, analyses, compilations, studies, interpretations, memoranda, reports, or other documents (regardless of the form thereof) prepared by the party receiving such information or materials (or such party’s Representatives) which contain, reflect, or are based upon, in whole or in part, any such information or materials; (b) the trade secrets of any party; and (c) all Technical Information, whether or not any such information is specifically identified as confidential. **“Confidential Information”** shall not include (y) information or materials that the receiving party can demonstrate (i) at the time of disclosure or thereafter is generally available to and known to the public or became generally available to and known to the public other than as the result of the act or omission attributable to the receiving party or any of its Representatives; (ii) is developed by the receiving party or any of its Representatives without reliance on any Confidential Information; or (iii) is or was available to the receiving party or its Representatives on a non-confidential basis from a source other than the disclosing party or the Disclosing Party’s Affiliates who, insofar as is known to the

receiving party or its Representatives, after reasonable inquiry, is not prohibited from transmitting such information to the receiving party or its Representatives by a contractual, legal or fiduciary obligation to the Disclosing Party; or (z) information or materials disclosed by a party to such party's Affiliates or such party's or such party's Affiliates' Representatives.

"Consent" means any authorization, consent, approval, filing, waiver, exemption, or other action by or notice to any Person.

"Contract" means any contract, agreement, indenture, note, mortgage, deed, deed of trust, bond, loan, guarantee, instrument, lease, easement or right of way, commitment, or other arrangement, understanding, or agreement, whether written or oral.

"Contract Year" means each 365-day period (or 366-day period in a leap year) with the first Contract Year commencing upon the Service Commencement Date.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, by Contract, or otherwise. The terms **"Controlled"** and **"Controlling"** have correlative meanings.

"CPI Adjustment" has the meaning set forth in Section 5.2.

"Daily Maximum" has the meaning set forth in Section 4.3.

"Delivery" has the meaning set forth in Section 3.9.

"Design Specifications" has the meaning set forth in Section 2.2.

"Designated Receipt Point(s)" means the designated receipt points for RNG on the Purchaser System as set forth on Exhibit A.

"DTH" means dekatherm.

"Effective Date" has the meaning set forth in the introductory paragraph to this Agreement.

"Environmental Claims" has the meaning set forth in Section 11.1.

"Environmental Laws" means any applicable federal, state, county, municipal, or local Laws, statutes, rules, regulations, Orders, consent decrees, decrees, judgments, Permits, licenses, covenants, deed restrictions, ordinances, or other requirements or standards of any kind or nature, as now existing or hereafter in effect relating to: (i) pollution or the regulation or protection of health, safety, natural resources, or the environment, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposals of hazardous substances or hazardous materials into air, water, land, or groundwater, to the withdrawal or use of groundwater, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of hazardous substances; or (ii) the construction, installation, maintenance, repair or operation of the Production Facility. "Environmental Laws" shall include, but shall not be limited to: the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and

Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state, or local statutes and regulations, all as amended from time to time.

“**EPA**” means the U.S. Environmental Protection Agency or any successor agency.

“**Expansion Rights Notice**” has the meaning set forth in Section 2.9.

“**Financing Buy-out Fee**” means the premiums, costs, or fees that may be imposed by Supplier’s financing agreements in the event that Purchaser exercises its Purchase Option and consummates the purchase of the Production Facility prior to the end of Contract Year 3.

“**Force Majeure Event**” means acts, events, or circumstances beyond the reasonable control of the party claiming Force Majeure, including: (a) acts of God or the public enemy, civil unrest, criminal activity, restraints of the government (either federal, state or military), acts of terrorism, wars, riots, epidemics, or insurrections; (b) the elements (including storms, lightning, landslides, hurricanes, floods, earthquakes, tornados, freezing of equipment or lines of pipe, and threats of any of the foregoing); (c) fire, accidents, or breakdowns; (d) strikes, lockouts, and any other industrial, civil, or public disturbance; (e) failure of upstream or downstream transportation facilities to take or transport RNG; or (f) changes in Law implemented, adopted, or promulgated after the date hereof.

“**Forum**” has the meaning set forth in Section 16.3(b).

“**Governmental Body**” means any foreign, federal, state or local government, any governmental or regulatory body, any political subdivision, and any governmental, judicial, legislative, executive, administrative or regulatory authority, agency, commission, tribunal, or body.

“**GTI Standards**” means the pipeline gas standards of the Gas Technology Institute as found on Table 1A of the current GTI specification, which is attached as Exhibit B, or any successor, as they may be amended from time to time, including, without limitation, the “Landfill Derived Guidance Document for the Introduction of Renewable Natural Gas into Natural Gas Pipelines.”

“**Indemnified Party**” has the meaning set forth in Section 11.3(a).

“**Indemnifying Party**” has the meaning set forth in Section 11.3(a).

“**Initial Term**” has the meaning set forth in Section 14.1.

“**Landfill Gas**” or “**LFG**” means any and all gases resulting from the anaerobic decomposition of refuse material within the North Country Landfill consisting principally of methane, carbon dioxide, and traces of other constituent gases.

“**Laws**” means any and all applicable federal, state, county, municipal, and local laws (including common law), statutes, ordinances, rules, judgments, treaties, regulations, Permits, Orders, guidance document, or other requirement including, without limitation, any public policy, judgment, or Order of any Governmental Body and any and all applicable Environmental Laws.

“Legal Proceeding” means any judicial, administrative, or arbitral action, suit, litigation, investigation, legal proceeding (public or private), claim, demand, or any proceeding by or before a Governmental Body or any mediator or arbitrator.

“LFG Supply Agreement” has the meaning set forth in the Recitals to this Agreement.

“Losses” means all costs, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments, penalties, Taxes, interest, and costs and their incidental expenses (including costs of investigation, defense, settlement, and reasonable attorney’s fees and expert’s or consultants’ fees and expenses).

“Management Representative” has the meaning set forth in Section 16.2.

“MASQ” has the meaning set forth in Section 4.1.

“Metering Equipment” has the meaning set forth in Section 4.4(b).

“Modified RNG Delivery Notice” has the meaning set forth in Section 3.5.

“Monthly Statements” has the meaning set forth in Section 5.3.

“NHPUC Approval” has the meaning set forth in Section 2.5.

“Non-Conforming RNG” has the meaning set forth in Section 3.6.

“Non-Defaulting Party” has the meaning set forth in Section 14.2(a).

“North Country” has the meaning set forth in the Recitals to this Agreement.

“North Country Landfill” means the landfill located at 581 Trudeau Road, Bethlehem, New Hampshire, as its boundaries and permits exist as of December 1, 2017, as set forth in the public records.

“O&M Agreement” means any Operating and Maintenance Management Services Agreement or similar agreement entered into by Supplier or any Affiliate in connection with the operation of the Production Facility.

“O&M Termination Right” has the meaning set forth in Section 2.11.

“Option Exercise Notice” has the meaning set forth in Section 2.10.

“Order” means any order, injunction, judgment, decree, ruling, writ, consent, agreement, assessment, or arbitration award.

“Permits” means all applications, registrations, approvals, authorizations, consents, licenses, identification numbers, franchises, permits, certificates, variances, notices of intent, or exemptions.

“Person” means any individual, corporation, limited partnership, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body, or other entity.

“Production Byproducts” means all non-methane based beneficial end use products generated from the LFG collected by Supplier from the North Country Landfill and processed at the Production Facility. The parties agree that Production Byproducts does not include RNG.

“Production Facility” has the meaning set forth in the Recitals to this Agreement.

“Property Taxes” has the meaning set forth in Section 5.7.

“Proposed Sale Price” has the meaning set forth in Section 2.12.

“Protected Information” has the meaning set forth in Section 13.5.

“Prudent Industry Practices” means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the renewable natural gas and LFG industries for facilities of similar size, type, and design, that in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Law, regulation, reliability, safety, environmental protection, applicable codes, and standards of economy, and expedition. Prudent Industry Practices are not intended to be defined as one optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions generally accepted in the industry as reasonable under the circumstances.

“Purchase Price” has the meaning set forth in Section 5.1.

“Purchaser” has the meaning set forth in the introductory paragraph to this Agreement.

“Purchase Option” has the meaning set forth in Section 2.10.

“Purchase Option Termination Notice” has the meaning set forth in Section 2.10.

“Purchaser Metering Equipment” has the meaning set forth in Section 4.4(b).

“Purchaser ROFR” has the meaning set forth in Section 2.9.

“Purchaser System” has the meaning set forth in the Recitals to this Agreement.

“Purchase Terms” has the meaning set forth in Section 2.10.

“Renewal Term” has the meaning set forth in Section 14.1.

“Renewable Attributes” means any and all environmental attributes, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Production Facility, its displacement of conventional energy generation, and, to the extent related to the purchase and sale of RNG contemplated here, the use of RNG as a bio-gas derived fuel replacement for fossil fuels. Renewable Attributes also include (i) any energy, capacity, reliability, or other power attributes from the Production Facility, (ii) production tax credits associated with the construction or operation of Production Facility or any other associated contract or right, and other financial incentives in the form of credits, reductions, or allowances associated with the Production Facility that are applicable to a state or federal income taxation obligation. Renewable Attributes include but are not limited to Low Carbon Fuel Credits (LCFS) in California, tax or other credits arising from the sequestration of or

diversion of methane and carbon associated with the Production Facility, and the sale of greenhouse gas credits arising from regional or interstate compacts, and from national or world markets.

“Renewable Identification Number” or **“RIN”** means a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. §80.145 (2011); 40 C.F.R. §60.1426 (2012)).

“Representatives” means all officers, directors, members, managers, stockholders, trustees, employees, agents, consultants, advisors, attorneys, or other representatives of a Person.

“Required Permits” has the meaning set forth in Section 2.2.

“RNG” has the meaning set forth in the Recitals to this Agreement.

“RNG Delivery Notice” has the meaning set forth in Section 3.5.

“RNG Specifications” means the RNG specifications set forth on Exhibit B, as may be amended from time to time by the parties, which shall be consistent with recommendations of the Gas Technology Institute.

“ROFR Election Notice” has the meaning set forth in Section 2.9.

“Sale Exercise Period” has the meaning set forth in Section 2.12.

“Sale Offer” has the meaning set forth in Section 2.12.

“Sale Offer Notice” has the meaning set forth in Section 2.12.

“Sale RFO Closing” has the meaning set forth in Section 2.12.

“Scheduled Interruptions” means an interruption resulting when all or a portion of the Production Facility, Purchaser Equipment, the Purchaser System, or any other equipment or systems owned or operated by Supplier or Purchaser necessary to the production, delivery, and/or acceptance of RNG is deliberately taken out of service at a selected time for purposes of maintenance, repair, or construction.

“Service Commencement Date” means the date of the first Delivery of RNG by Supplier from the Production Facility to a Designated Receipt Point.

“Shortfall Amount” has the meaning set forth in Section 4.2(a).

“Site Lease” has the meaning set forth in Section 2.1.

“Supplier” has the meaning set forth in the introductory paragraph to this Agreement.

“Supplier Metering Equipment” has the meaning set forth in Section 4.4(a).

“Supplier O&M Agreement” has the meaning set forth in Section 2.11.

“**Supply Point**” means the connection point for pick-up of RNG at the Production Facility set forth on Exhibit C.

“**Surplus RNG**” has the meaning set forth in Section 4.2(b).

“**Taxes**” means all U.S. federal, state, or local taxes, excluding any income taxes, but including sales, use, and transfer taxes, real and personal property taxes, transportation taxes, carbon taxes, levies or assessments, franchise fees, license fees, encumbrances, or charges applicable to this Agreement or any of the transactions contemplated hereunder.

“**Technical Information**” includes, but is not limited to, any and all product information and product plans, technical designs and specifications, software, algorithms, know-how, techniques, reports, methods, strategies, plans, documents, drawings, designs, tools, models, inventions, patent disclosures, production techniques, any and all information regarding either party’s facilities (whether acquired during facilities tours or otherwise by inspection). Technical Information also includes proprietary or confidential information acquired during any facilities tours or otherwise by inspection and also includes any review, summary or analysis based on any Technical Information.

“**Term**” has the meaning set forth in Section 14.1.

“**Third Party**” means any Person that is not a party or an Affiliate of either party.

“**Third Party Closing Date**” has the meaning set forth in Section 2.12.

“**Transportation Services**” means the services provided by Supplier to arrange logistics for, and transportation of, the RNG generated at the Production Facility from the Supply Point to the Designated Receipt Points in accordance with the terms set forth in this Agreement.

“**Unscheduled Interruptions**” means an interruption resulting when all or a portion of the Production Facility, Purchaser Equipment, the Purchaser System, or any other equipment or systems owned or operated by Supplier or Purchaser necessary to the production, delivery, and/or acceptance of RNG is taken out of service at an unexpected time due to an outage caused by equipment failure, human error, or other unexpected condition.

ARTICLE 2 CONSTRUCTION AND OPERATION OF THE PRODUCTION FACILITY

2.1 Site Lease. Supplier shall maintain a leasehold interest in property located on the North Country Landfill from North Country (the “**Site Lease**”) upon which Supplier will construct and operate the Production Facility, which Site Lease shall not have a term that is less than the Term of this Agreement and shall include the right and/or option of Supplier to extend the leasehold interest. Supplier shall provide Purchaser with a copy of the proposed Site Lease for review and ratification. In the event Supplier fails to maintain a Site Lease on terms satisfactory to Purchaser, Purchaser shall have the right, in its sole discretion, to immediately terminate this Agreement upon written notice to Supplier.

2.2 Production Facility. Supplier shall be solely responsible and liable for (A) the design, development, permitting, construction, operation, maintenance, and repair of the Production Facility in accordance with all applicable Laws, any O&M Agreement, and Prudent Industry Practices in order to

extract, capture, handle, process, store, compress, treat, and/or transport LFG from the North Country Landfill and transport and deliver RNG to Purchaser at the Designated Receipt Points, and (B) all costs and expenses associated with the design, development, construction, operation, maintenance, and repair of the Production Facility, including, without limitation, utilities expenses. Without limiting the foregoing, Supplier acknowledges and agrees that it shall be solely responsible and liable for: (A) designing and constructing the Production Facility in accordance with specifications mutually developed by the parties and acceptable to Purchaser in its discretion (the “**Design Specifications**”), which Design Specifications will comply with all applicable GTI Standards; (B) obtaining and maintaining all local, state, and federal Permits necessary for the construction and operation of the Production Facility (the “**Required Permits**”); and (C) operating, maintaining, and repairing the Production Facility in accordance with Prudent Industry Practices and any O&M Agreement and in such a manner to satisfy and comply with all applicable Laws (including, without limitation all Environmental Laws) and the GTI Standards. Supplier shall complete all repair, replacement, and maintenance work required for the Production Facility to continue to operate in accordance with Prudent Industry Practices, any O&M Agreement applicable Laws, and the GTI Standards in a timely manner.

2.3 Purchaser Information Rights. During the Term of this Agreement, Supplier shall promptly provide Purchaser, or its designated representative, with copies of such information and documents relating to the design, construction, operation, maintenance, and repair of the Production Facility as requested by Purchaser from time to time. In addition, from time to time upon request of Purchaser, Supplier shall provide Purchaser with a list of then current equipment of each material component used at the Production Facility which list shall include a description of the equipment component, its model number, and the applicable equipment specifications.

2.4 Purchaser Support. Purchaser shall cooperate and exercise reasonable efforts to support and assist Supplier in the acquisition of the Required Permits and other authorizations necessary for the construction and commissioning of the Production Facility which support shall include participating in regulatory proceedings and providing non-Confidential Information concerning Purchaser’s operations.

2.5 NHPUC Approval. Purchaser shall be responsible for obtaining approval from the New Hampshire Public Utilities Commission for the transactions contemplated under this Agreement (“**NHPUC Approval**”); *provided, however*, Supplier shall cooperate and exercise reasonable efforts to support and assist Purchaser in obtaining NHPUC Approval which support shall include participating in regulatory proceedings and providing non-Confidential Information concerning Supplier’s operations. In the event that Purchaser is unable to obtain NHPUC Approval for either the purchase of the RNG or the purchase of the Production Facility, Purchaser shall have the right, in its sole discretion after consultation with Supplier and after determining that no other commercially viable options for the purchase of the RNG and/or the Production Facility by Purchaser or one of its affiliates or customers exists, to immediately terminate this Agreement upon written notice to Supplier.

2.6 Supplier Credit Support. Within two (2) days of the Service Commencement Date, Supplier shall provide Purchaser with credit support for its obligations under this Agreement as set forth on Exhibit E. In the event Supplier fails to timely provide evidence of such credit support, Purchaser shall have the right to immediately terminate this Agreement upon written notice to Supplier. Supplier shall maintain such credit support obligations throughout the Term of this Agreement. Supplier will

notify Purchaser in writing within five (5) Business Days of the details of any material adverse change in Supplier's business, properties, conditions (financial or otherwise), or results of operations. Any failure by Supplier to maintain such credit support obligations during the Term hereof represents a material breach of this Agreement.

2.7 Security. Supplier covenants to provide and take commercially reasonable measures to secure the Production Facility (both the physical infrastructure and the information technology systems and infrastructure) in accordance with Prudent Industry Practices and applicable Law.

2.8 No Liens. Supplier covenants that it shall not, directly or indirectly, cause, create, incur, assume, or suffer to exist any lien (including without limitation mechanics', labor, or materialman's lien), charge, or encumbrance on the Production Facility without providing written notice to Purchaser.

2.9 Landfill Gas Expansion ROFR. In the event Supplier acquires the right to additional LFG generated from the North Country Landfill beyond the rights owned by Supplier as of the Effective Date resulting from the expansion of the North Country Landfill or any other reason (the "**Additional Rights**"), Supplier shall provide Purchaser with written notice of such additional rights (the "**Expansion Rights Notice**"). Purchaser shall have a right of first refusal with respect to any LFG or RNG generated in connection with such Additional Rights (the "**Purchaser ROFR**"). In the event Purchaser elects to exercise its Purchaser ROFR, Purchaser shall provide written notice of its election to Supplier within thirty (30) days from the date of the Expansion Rights Notice (the "**ROFR Election Notice**"). Upon receipt of the ROFR Election Notice, the parties shall negotiate in good faith the terms and conditions of Purchaser's exercise of the Purchaser ROFR and either enter into a new agreement addressing such Additional Rights or amend this Agreement to incorporate such Additional Rights. Failure by the Purchaser to timely deliver a ROFR Election Notice required by this Section 2.9 shall be deemed an election by Purchaser to not acquire the Additional Rights; *provided, however*, the Purchaser ROFR shall continue to and shall apply to any future acquisition of Additional Rights.

2.10 Facility Purchase Option. If the Supplier meets or exceeds the Minimum Annual Supply Quantities during the first or second years, then the Purchaser shall purchase the Production Facility from Supplier as provided in this Agreement. If the Supplier does not meet or exceed the Minimum Annual Supply Quantities during the first or second years, then aAt any time after the Service Commencement Date, Purchaser shall have the right and option to purchase the Production Facility from Supplier (the "**Purchase Option**"). The Purchase Option shall be subject to the terms of any financing contract executed by Supplier and a third party financing entity necessitated by Supplier's requirement to provide initial "interim" or "bridge" financing for the construction, commissioning, and operation of the Production Facility. If Purchaser exercises the Purchase Option, Purchaser shall be responsible for any Financing Buy-out Fees that are part of the financing contract in an amount not to exceed two million dollars (\$2,000,000). Supplier agrees to provide Purchaser with a copy of such financing agreement prior to its execution. In the event that Purchaser elects to exercise its Purchase Option under this Section 2.10, Purchaser shall provide written notice to Supplier (the "**Option Exercise Notice**"). Proof from either party that the Supplier met or exceeded the Minimum Annual Supply Quantities during the first or second years shall constitute an Option Exercise Notice. Upon receipt of the Option Exercise Notice, the parties shall begin good faith negotiations of the terms and agreements governing the sale of the Production Facility (the "**Purchase Terms**") which Purchase Terms shall include, without limitation, the following: (A) a purchase and sale agreement to be entered into by the parties to affect the transfer of the Production Facility which shall be in substantially the form attached as Exhibit F; (B) design and performance

specifications for the Production Facility which shall be included in the Supplier representations and warranties set forth in the purchase and sale agreement; (C) that the conveyance of the Purchase Facility shall be free and clear of all liens and encumbrances; and (D) the purchase price for the Production Facility; *provided, however*, the purchase price shall not exceed \$12,500,000 plus Financing Buy-out Fees. In the event that the parties are unable to successfully negotiate the Purchase Terms within one hundred twenty (120) days of the date of the Option Exercise Notice, either party may give notice to the other party terminating negotiations (the “**Purchase Option Termination Notice**”). During the period of time that the parties are negotiating the Purchase Terms, each party shall continue to fulfill its respective obligations under this Agreement. Upon the delivery of the Purchase Option Termination Notice, (i) the parties shall cease negotiation of the Purchase Terms, (ii) this Agreement shall continue in full force and effect unless terminated in accordance with its terms, and (iii) the Purchase Option of Purchaser set forth in this Section 2.10 shall continue; *provided, however*, Purchaser shall not have a right to deliver an Option Exercise Notice to Supplier for a period of one hundred eighty (180) days from the date of the Purchase Option Termination Notice.

2.11 Continuing O&M Services. If Purchaser exercises the Purchase Option and buys the Production Facility, Seller agrees to continue to provide operation and maintenance services to the Production Facility consistent with the terms of this Agreement and all applicable industry standards. Purchaser shall have the right to terminate Seller’s right to provide operation and maintenance services only on an event of Default.

2.12 Supplier Right of First Refusal. In the event Purchaser exercises its Purchase Option and the purchase and sale of the Production Facility is consummated, if at any time thereafter Purchaser desires to sell the Production Facility to a Third Party, then Purchaser must first offer (“**Sale Offer**”) to sell the Production Facility to Supplier (the “**Sale Offer Notice**”), which notice shall provide for the terms of the proposed sale including the proposed sales price for the Production Facility (the “**Proposed Sale Price**”). Supplier may elect to purchase the Production Facility within ninety (90) days after receipt of the Sales Offer Notice (the “**Sale Exercise Period**”) upon the terms set forth in the Sales Offer Notice by delivering written notice of such election to Purchaser (the “**Sale Exercise Notice**”). Failure by Supplier to timely deliver a Sales Exercise Notice required by this Section 2.12 shall be deemed an election not to purchase the Production Facility. Purchaser reserves the right to terminate a Sale Offer process at any time prior to Purchaser making an election to purchase the Production Facility under this Section 2.12. If Supplier timely delivers a Sale Exercise Notice, such purchase shall be made pursuant to a sale and purchase agreement mutually agreed upon by the parties and unless the parties otherwise agree in writing, such purchase shall be completed (the “**Sale RFO Closing**”) on a date that is not later than one hundred eighty (180) days following the delivery of the Sale Offer Notice (subject to any Consents of a Governmental Body that are required to consummate the contemplated transactions). At the Sale RFO Closing, Supplier shall pay the Proposed Sale Price set forth in the Sale Offer Notice unless otherwise agreed to by Purchaser. If Supplier does not elect (or is deemed not to elect) to purchase the Production Facility within the Sale Exercise Period, then the Purchaser shall have the right, during the one hundred eighty (180) day period following the earlier of (i) the date on which Purchaser receives notice of Supplier’s election not to pursue the purchase of the Production Facility or (ii) the expiration of the Sale Exercise Period (the “**Third Party Closing Date**”), to sell the Production Facility to a Third Party at a price not less than one hundred percent (100%) of the purchase price offered to Supplier in the Sale Offer Notice. If the sale of the Production Facility to a Third Party described in the preceding sentence is not completed on or before the Third Party Closing Date, the Sale Offer shall be deemed withdrawn and no

sale of the Production Facility shall be effected except pursuant to a new Sale Offer and otherwise in accordance with the procedures set forth in this Section 2.12. Supplier acknowledges and agrees that the rights of Supplier set forth in this Section 2.12 shall not apply to any sale or other transfer of the Production Facility by Purchaser to any Affiliate.

ARTICLE 3 RNG PURCHASE AND SALE

3.1 Purchase and Sale. Beginning on the Service Commencement Date and subject to the terms and conditions set forth in this Agreement, Purchaser shall have the exclusive right to purchase from Supplier, and Supplier shall sell and deliver exclusively to Purchaser, all RNG produced at the Production Facility. Supplier acknowledges and agrees that Purchaser shall have the exclusive right to purchase RNG generated by the Production Facility from LFG collected from the North Country Landfill. Notwithstanding the foregoing, Supplier acknowledges that Purchaser shall not have any obligation to purchase RNG unless and until it obtains NHPUC Approval and Supplier has provided evidence of Attestation Compliance.

3.2 Attestation. Prior to the Service Commencement Date and on an annual basis thereafter or as otherwise agreed, Supplier shall engage an Authorized Attestation Firm to assess and audit the RNG generated by the Production Facility to be delivered to confirm that the RNG delivered hereunder will (a) meet the GTI Standards, and (b) be acceptable to the EPA for RIN purposes (“**Attestation Compliance**”). In connection with each assessment and audit of the RNG generated by the Production Facility, Supplier shall provide Purchaser with written documentation from the Authorized Attestation Firm evidencing Attestation Compliance. To the extent that the RNG fails to achieve Attestation Compliance for GTI Standards, Purchaser shall have no obligation to purchase or accept any RNG under this Agreement until Supplier can demonstrate Attestation Compliance with the GTI Standards based on written verification of the Attestation Firm. Supplier shall be solely responsible for all costs associated with the services provided by the Authorized Attestation Firm pursuant to this Section 3.2.

3.3 Quality. All RNG delivered by Supplier pursuant to this Agreement shall conform in all respects to the RNG Specifications.

3.4 Testing of RNG. Supplier shall measure the quality of the RNG to be delivered to Purchaser at the Supply Point prior to the transportation and Delivery of the RNG to Purchaser under this Agreement. Purchaser shall have the right (but not the obligation) to inspect or test the quantity and quality of the RNG provided by Supplier at either the Supply Point or the Designated Receipt Points using testing equipment of Purchaser, but Purchaser’s exercise, or failure to exercise, such testing and inspection rights shall not relieve Supplier of its responsibility to deliver RNG meeting the RNG Specifications. Supplier agrees that upon the request of Purchaser, Purchaser shall have the right to establish, at Purchaser’s sole cost and expense, an internet connectivity link between the Supplier’s equipment at the Supply Point to Purchaser’s equipment located at or near each Designated Receipt Point to enable Purchaser to electronically monitor the equipment and the testing, transport, and delivery of the RNG. Supplier shall cooperate and exercise reasonable efforts to assist Purchaser with the installation of any such connectivity, monitoring, or other equipment.

3.5 Delivery. Supplier shall deliver RNG to the Designated Receipt Points as directed by Purchaser. Seller has no obligation to deliver RNG to receipt points that are not Designated Receipt

Points. Purchaser shall deliver to Supplier a written notice specifying the quantity of RNG to be delivered to each Designated Receipt Point (each a “**RNG Delivery Notice**”). Each RNG Delivery Notice may also set forth a maximum number of DTHs that may be delivered to each Designated Receipt Point on a daily, monthly, or annual basis and such other delivery terms as Purchaser may deem reasonable so long as such quantities to be delivered from the Supply Points under each Delivery Notice are in the aggregate equal to or greater than the volume of RNG then being produced by the Production Facility that day. Supplier shall deliver RNG to each Designated Receipt Point in accordance with the terms of the applicable RNG Delivery Notice. From time to time Purchaser may terminate or modify one or more RNG Delivery Notices (each a “**Modified RNG Delivery Notice**”). Each Modified RNG Delivery Notice shall be effective two (2) business day after delivery to Supplier and upon such effective date, Supplier shall commence delivering RNG to each Designated Receipt Point in accordance with the applicable Modified RNG Deliver Notice(s). Supplier and Purchaser each acknowledge and agree that the delivery of RNG under this Agreement will require frequent communication and cooperation between the parties for proper scheduling and delivery of RNG. The parties will communicate and work in good faith to coordinate RNG deliveries and receipts, including, without limitation, notification of Scheduled Interruptions and Unscheduled Interruptions in accordance with Sections 4.7 and 4.8, respectively, and any other shut-downs, curtailments, facility outages, or other scheduled or irregular events which do not constitute Force Majeure Events.

3.6 Non-Conforming RNG. Purchaser shall have no obligation to take Delivery of, or to purchase, RNG that does not meet the RNG Specifications, Table 1A of Exhibit B (“**Non-Conforming RNG**”). To the extent that any attempted Delivery of RNG contains Non-Conforming RNG, Purchaser shall have no obligation to accept and/or purchase, and may reject such Non-Conforming RNG. In the event Purchaser has already paid for such Non-Conforming RNG, it shall be entitled to a full refund of all amounts paid to Supplier for the Non-Conforming RNG. Supplier will be responsible for all costs associated with the replacement or disposal of any such Non-Conforming RNG, including any damages, fines, penalties, and costs incurred by Purchaser as a result of the Non-Conforming RNG, including, without limitation, any equipment repair or replacement and/or any delay in providing conforming RNG. Such costs may also include, without limitation, any costs reasonably incurred by Purchaser to store or transfer such Non-Conforming RNG. RNG that is rejected shall not be counted against the MASQ.

3.7 Notice to Purchaser of Non-Conforming RNG. Supplier shall immediately notify Purchaser if Supplier becomes aware that any RNG generated at the Production Facility and/or made available to Purchaser does not meet the RNG Specifications. Should any concern arise regarding the quality of the RNG generated by the Production Facility, the parties will consult and cooperate concerning the quality concerns; *provided, however*, that any cooperation or consultation by Purchaser will not prejudice the right of Purchaser to reject any Non-Conforming RNG or to take actions necessary for safety or health concerns, or to prevent damage to Purchaser System or other equipment or facilities due to off-specification RNG.

3.8 Transportation Services. Supplier shall be solely responsible for all Transportation Services necessary to transport the LFG from the North Country Landfill to the Production Facility, and to transport all RNG from the Supply Point to the Designated Receipt Points, and all costs and Taxes associated with such Transportation Services; *provided, however*, the method of transport for the RNG to the Designated Receipt Points shall be acceptable to Purchaser in its sole discretion. Supplier represents, warrants, and covenants that in the case of transport of RNG by truck, all truck drivers shall be Operator

Qualified for (i) the transport of RNG, (ii) the connection and disconnection of compressed natural gas to a decompression trailer, and (iii) the connection and disconnection of a compressed natural gas trailer to a gas distribution system, each in accordance with the rules and regulations of the Department of Transportation prior to transporting any RNG to Purchaser. Supplier acknowledges and agrees that Supplier shall also be responsible for all Transportation Services necessary to transport Non-Conforming RNG from the Designated Receipt Points where such RNG was not accepted by Purchaser.

3.9 Title and Risk of Loss. Ownership, title, control, possession, liability, and risk of loss of any or all of the RNG shall pass from Supplier to Purchaser and “**Delivery**” shall be complete solely when (a) such RNG is (i) unloaded from the respective delivery vehicle at the Designated Receipt Point, (ii) accepted by Purchaser; and (iii) is free and clear of all liens, claims and encumbrances; and (b) Supplier has provided Purchaser with a bill of lading (or similar documentation) that sets forth both the quantity and quality of the RNG delivered and demonstrates, to Purchaser’s satisfaction, that the RNG meets the RNG Specifications and that the quantity and quality has been measured and tested by an Authorized Attestation Firm. Supplier shall retain ownership, title, control possession, liability, and risk of loss of the RNG deliverable to Purchaser prior to Delivery of such RNG to Purchaser. Thereafter, Purchaser shall have ownership, title, control, possession, liability, and risk of loss after such Delivery; *provided, however,* if Purchaser is in possession of any Non-Conforming RNG, unless otherwise agreed to in writing by Purchaser, ownership, title, control, possession, liability, and risk of loss of such Non-Conforming RNG shall not pass to Purchaser upon Delivery but shall at all times remain with Supplier and Supplier shall be solely responsible for the handling, loading, transportation, and disposal of such Non-Conforming RNG following identification and segregation by Purchaser. Supplier shall bear all costs of any nature concerning the RNG before Delivery to each the Designated Receipt Point including all applicable Taxes payable by Supplier in accordance with Section 5.7.

ARTICLE 4 MINIMUM SUPPLY AMOUNTS

4.1 Minimum Supply Amount. Supplier shall deliver to Purchaser the following minimum annual supply quantities of RNG (the “**MASQ**”) to the Designated Receipt Points: (a) 490,000 DTHs per year for Contract Years 1 through 5; (b) 375,000 DTHs per year for Contract Years 6 through 10; and (c) 270,000 DTHs per year for Contract Years 11 through 17. In the event that Supplier provides a total supply of RNG during Contract Years 1 through 15 in excess of 6,000,000 DTHs, Purchaser shall waive the MASQ for Contract Years 16 and 17. If Supplier delivers volumes of RNG that exceed the applicable MASQ for one or more Contract Years, Supplier may apply all or part of that cumulative excess to meet the MASQ in one or more subsequent Contract Years. Under no circumstance may excess volumes delivered in one Contract Year satisfy the MASQ of a prior Contract Year. Supplier agrees that Non-Conforming RNG shall not be applied to the calculation of Supplier’s satisfaction of the MASQ.

4.2 MASQ Reconciliations. Purchaser shall have the right to conduct reconciliations of the MASQ to ensure that Supplier has provided the MASQ required under the terms of this Agreement on an annual basis after the end of each Contract Year. If any reconciliation reflects Supplier failed to provide the aggregate MASQ for the respective reconciliation period, then Supplier shall pay to Purchaser an amount equal to the shortfall as calculated pursuant to the formula set forth on Exhibit G (the “**Shortfall Amount**”). Purchaser shall deliver to Supplier an invoice for the Shortfall Amount and Supplier shall pay Purchaser the Shortfall Amount within thirty (30) days of receipt of such invoice. In the alternative, at Supplier’s discretion, Supplier may satisfy the Shortfall Amount by delivering RNG that meets the RNG

Specifications from other RNG locations (the “**Replacement RNG**”), provided that combustion of the Replacement RNG is eligible for thermal renewable energy credits in New Hampshire.

4.3 Maximum Daily Quantity. The maximum daily amount of RNG that may be delivered by Supplier to all of the Designated Receipt Points shall not exceed 2,400 DTHs unless otherwise agreed to by Purchaser in writing (the “**Daily Maximum**”). Purchaser shall have no obligation to purchase any RNG in excess of the Daily Maximum.

4.4 Metering Equipment.

(a) Supplier shall, at no cost to Purchaser, install, operate, and maintain in working order, metering devices for the measurement of flow, quantity, and quality at the Supply Point of RNG to be delivered to Purchaser and any additional equipment deemed necessary by Supplier (the “**Supplier Metering Equipment**”).

(b) Purchaser shall, at no cost to Supplier, install, operate, and maintain in working order, metering devices for the measurement of flow, quantity, and quality at or near each of the Designated Receipt Points of RNG delivered to such Designated Receipt Point and any additional equipment deemed necessary by Purchaser, including decompression equipment (the “**Purchaser Metering Equipment**” and collectively with the Supplier Metering Equipment, the “**Metering Equipment**”). At the request of Purchaser, Supplier shall promptly provide Purchaser with the then current specifications for Supplier’s compressed natural gas trailers and any other information deemed necessary by Purchaser, in its reasonable discretion, to install, operate, and maintain the Purchaser Equipment.

4.5 Meter Tests. Each party shall, at its expense, keep its respective Metering Equipment accurate and in good repair and calibration, making such periodic tests as such party deems necessary, but at least twice each Contract Year. Each party shall give the other party reasonable advance notice of any such test so that the other party may have its Representative(s) present during the test of the respective Metering Equipment. Each party may request additional special tests and calibration of the other party’s Metering Equipment no more than two (2) times each Contract Year. The expense of such special tests shall be borne by the party requesting special tests of the other party’s Metering Equipment if such Metering Equipment is found to be inaccurate by less than three percent (3%). If, upon any test, the respective Metering Equipment is found to be inaccurate by three percent (3%) or more, the cost of special test shall be borne by the owner of the Metering Equipment and meter readings and invoices shall be corrected for a period extending back to the immediately preceding test or special test and calibration.

4.6 Meter Out of Service. If for any reason the Metering Equipment at the Supply Point or any Designated Receipt Point is out of service such that the amount of RNG delivered cannot be ascertained, the party responsible for such Metering Equipment shall notify the other party within twenty four (24) hours. During the period when the Metering Equipment is out of service, the parties shall utilize the other party’s Metering Equipment, where appropriate, and if all Metering Equipment is out of service, the parties shall utilize the metering and measurement records from similar periods within the immediately preceding thirty (30) days.

4.7 Scheduled Interruptions. Supplier and Purchaser shall coordinate timing of any Scheduled Interruption of their respective systems, including, without limitation, the Production Facility and any Metering Equipment, in order to minimize overall project downtime. Notice of a Scheduled Interruption by either Supplier or Purchaser shall be given to the other party as soon as practicable and not less than three (3) days prior to occurrence of the Scheduled Interruption. Notice shall include the reason for and expected duration of the Scheduled Interruption.

4.8 Unscheduled Interruptions. In the event that an Unscheduled Interruption occurs on either the Supplier or Purchaser's system, notice of the Unscheduled Interruption including the cause and estimated duration of the Unscheduled Interruption shall be given to the other party as soon as practicable and not more than four (4) hours following the occurrence of the Unscheduled Interruption. Notice shall also be given to the other party as soon as the Unscheduled Interruption has been remedied and regular delivery of RNG can resume.

ARTICLE 5 PRICE AND INVOICING

5.1 Price. During the Term of this Agreement, , the purchase price for RNG meeting the RNG Specifications delivered to the Designated Receipt Points shall be determined as follows (the "Purchase Price"):

- (a) If Purchaser does not exercise the Purchase Option,
 - (i) a fixed price of \$10.47 per DTH during Contract Year 1; and
 - (ii) a fixed price of \$10.70 per DTH subject to annual adjustments set forth in Section 5.2 below for Contract Year 2; and
 - (iii) a fixed price of \$11.53 per DTH subject to annual adjustments set forth in Section 5.2 below for Contract Year 3; and
 - (iv) a fixed price of \$12.43 per DTH subject to annual adjustments set forth in Section 5.2 below for Contract Years 4 through Year 17.

(b) If Purchaser exercises the Purchase Option, a fixed price of \$6.11 per DTH subject to annual adjustments set forth in Section 5.2 below for all or any part of the Contract Years following consummation of the sale and purchase of the Production Facility through the then remaining Term of the Agreement.

Supplier acknowledges and agrees that the Purchase Price is a fixed price which covers Purchaser's purchase of the RNG, all Transportation Services, and all Taxes associated with the ownership or operation of the Production Facility.

5.2 CPI Adjustment. The Purchase Price shall be adjusted annually, with the first adjustment commencing on the first day of Contract Year 2, which adjustment shall be based on fluctuations in the Consumer Price Index, using the All Urban Consumers (water, sewer and trash collection services) as published by U.S. Department of Labor. If the manner in which this CPI is

determined is substantially revised, or this CPI becomes unavailable, the parties agree to cooperate in selecting an alternative and comparable index. The parties agree that no annual adjustment to the Purchase Price pursuant to this Article 5.2 shall exceed two percent (2%) for any Contract Year.

5.3 Monthly Statements. Commencing with the first month in which Purchaser accepts Delivery of RNG, Supplier shall provide to Purchaser an invoice statement within fifteen (15) days of the end of each month, which statement shall set forth (i) the number of DTHs of RNG accepted by Purchaser in the prior month, (ii) the number of DTHs of Non-Conforming RNG (if any) in the prior month, and (iii) the calculation of the aggregate Purchase Price for such month (the “**Monthly Statements**”). The parties shall provide for the exchange of all relevant data reasonably necessary in connection with preparing each Monthly Statement, including information necessary to calculate the aggregate quantities of RNG delivered by Supplier, quantities of Non-Conforming RNG, and information relating to any events of Force Majeure Event.

5.4 Payment. Purchaser shall pay the amount of each Monthly Statement, other than any amount that is subject to a good faith dispute, within thirty (30) days but no later than forty-five (45) days after the date of such Monthly Statement. Any adjustments necessary to reconcile the resolution of a disputed amount with the amount actually paid shall be paid within fifteen (15) days following resolution of the disputed amount. For any amounts over which there is no dispute that have not been paid within the forty-five day period outlined above, a 1.5% penalty for late payment will automatically be added to any outstanding balance.

5.5 Payment Method. All payments under this Agreement shall be made in United States dollars by wire transfer in immediately available funds by deposit to the bank account designated in writing by the party receiving the payment. Any wire transfer charges shall be for the account of the party making the payment. If a party elects to change the bank or account to which payments are to be made, that party shall notify the other party before the effective date of such change.

5.6 Disputes. Purchaser may withhold payment of all or any portion of any amount reflected as owing by Purchaser in any Monthly Statement or any other statement or invoice received from Supplier to the extent that Purchaser disputes payment of such amount or such portion thereof in good faith. As to any Monthly Statement Purchaser may withhold payment as to any disputed amount, including to account for any credit Purchaser believes it is owed with respect to the purchase, sale, or Delivery of RNG, or the failure of delivery. In the event of such a dispute, Purchaser shall promptly notify Supplier, stating its reason for disputing such amount and, to the extent available, providing reasonable supporting documentation.

5.7 Taxes and Other Costs. Supplier shall be responsible for and shall pay all Taxes and other similar costs, fees, charges, and expenses that may be imposed with respect to the construction, operation, and maintenance of the Production Facility, the generation, sale, and transport of RNG, or the transactions under this Agreement arising prior to Delivery at the Designated Receipt Point except to the extent any such Taxes or other similar costs, fees, charges, and expenses are, by applicable Law, required to be paid directly by Purchaser, in which event such Taxes shall be paid by Purchaser and reimbursed by Supplier, and Supplier shall indemnify, defend, and hold Purchaser harmless from any liability against such Taxes or other similar costs, fees, charges, and expenses. Except as otherwise set forth in this Agreement, including without limitation Section 3.9 with respect to Non-Conforming RNG, Purchaser shall be responsible for and shall pay all Taxes and other similar costs, fees, charges, and expenses that

may be imposed with respect to the RNG after Delivery to the Designated Receipt Point. Supplier acknowledges and agrees that the obligations of Supplier in this Agreement to pay Taxes expressly includes all obligations to pay any federal, state, or local personal property taxes and real property taxes associated with the construction, operation, and maintenance of the Production Facility, the Site Lease and the performance of Supplier's obligation under this Agreement (the "**Property Taxes**"). Supplier further acknowledges and agrees that in the event Purchaser exercises its Purchase Option pursuant to Section 2.10 and the parties consummate the sale and purchase of the Production Facility, Supplier shall continue to be responsible for all such Property Taxes.

5.8 Books and Records; Right to Review and Right to Audit.

(a) Supplier shall prepare and maintain complete and accurate books, records, and accounts as may be reasonably required to confirm Supplier has met its obligations to provide RNG and has charged Purchaser accurately for such RNG consistent with the terms of this Agreement. Supplier shall make all such books, records, and accounts readily available to Purchaser and its Representatives at such reasonable times as Purchaser may from time to time request for inspection, copying, and extracting; *provided, however*, such inspection, copying, and extracting shall be at Purchaser's sole expense. All books, accounts, and records shall be kept in accordance with generally accepted accounting principles, consistently applied. Supplier shall retain the books, records, and accounts with respect to any Contract Year during the Term of this Agreement for at least five (5) years after the end of such Contract Year for possible inspection, copying, extracting, and/or audit by Purchaser.

(b) Purchaser shall have the right at reasonable times and upon reasonable advance notice to have an independent auditor (the "**Auditor**") examine the applicable books, records, and accounts of Supplier to verify Supplier's compliance with the terms and conditions of this Agreement. Purchaser may perform an audit only twice each twelve (12) month period. The Auditor must enter into a confidentiality agreement with Purchaser with terms at least as protective as the terms under this Agreement. The results of such audit shall indicate only whether, and to what extent, Supplier has met or failed to comply with the terms and conditions of this Agreement and shall be the Confidential Information of both parties. Any such audit shall be conducted during the normal business hours of Supplier in such a manner as not to interfere with the normal business activities of Supplier. Purchaser shall pay all fees, costs, and expenses associated with the audit; *provided, however*, if the Auditor reports a disparity in the fees charged to Purchaser for the period in question greater than ten percent (10%), Supplier shall be liable for the fees, costs, and expenses of the respective audit.

**ARTICLE 6
ENVIRONMENTAL ATTRIBUTES AND BYPRODUCTS**

6.1 Renewable Attributes. Purchaser shall own all the Renewable Attributes associated with the RNG as it relates to the laws and regulations of the State of New Hampshire. All Renewable Attributes arising from the laws and regulations outside of New Hampshire shall be retained by the Supplier, unless Supplier's use of Renewable Attributes interferes with or diminishes the value of the Renewable Attributes to Purchaser in New Hampshire. In the case of a conflict, Purchaser's right to own the Renewable Attributes in New Hampshire shall prevail.

6.2 RINS. Specifically, Supplier shall retain the right to claim all RINs associated with the use of the RNG generated at the Production Facility as a transportation fuel. Purchaser agrees that in connection with the qualification and sale of RINs, Purchaser shall buy and sell an equivalent volume of fossil natural gas to specific purchasers identified by Supplier; *provided, however*, that Supplier understands and agrees that Purchaser's obligations are subject to, and expressly conditioned on, each purchase and sale of fossil natural gas being on a break even basis for Purchaser and at market rates or less. The parties understand and agree that the fossil natural gas purchased and sold pursuant to this Section 6.2 shall be available to the respective purchaser on the Tennessee 6 Pipeline.

6.3 Byproducts. Supplier shall retain all rights to any Production Byproducts and all Renewable Attributes associated with the production, sale, or use of the Production Byproducts including, without limitation, the sale of carbon, carbon dioxide, and nitrogen, and the ability to claim emission or other credits relating to these byproducts of the LFG stream. Supplier represents, warrants, and covenants to Purchaser that the collection, processing, commercialization, sale, or other actions relating to such Production Byproducts shall in no event have any adverse effect on the quantity or the quality of the RNG produced at the Production Facility. Supplier acknowledges and agrees that any future investment in the Production Facility required to produce and commercialize such Production Byproducts shall be the sole responsibility of Supplier.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Right to LFG. Supplier represents, warrants, and covenants that it has full and unqualified title and/or authority to collect LFG from the North Country Landfill sufficient to satisfy the MASQ and to sell all RNG to be delivered to Purchaser hereunder.

7.2 Express Warranty Against Liens. Supplier represents, warrants, and covenants that title to all RNG provided hereunder will be good and marketable, free and clear of all liens, security interests, other encumbrances, or adverse claims of any kind.

7.3 RNG Specifications. Supplier represents, warrants and covenants to Purchaser that the RNG provided hereunder will meet the RNG Specifications.

7.4 Production Facility Operation. Supplier represents, warrants, and covenants to Purchaser that it shall construct, operate, maintain, and repair the Production Facility in accordance with Prudent Industry Practices, any O&M Agreement, and all applicable Laws, including without limitation all Environmental Laws. Seller further represents, warrants, and covenants to maintain in full force and effect all Permits required to operate the Production Facility and to deliver RNG to Purchaser hereunder.

7.5 No Security Interests. Supplier represents, warrants, and covenants that it shall not directly or indirectly (A) cause, create, incur, grant, assume, or suffer to exist any lien or security interest in the Production Facility or Site Lease to secure financing in excess of \$12,500,000, or (B) use the Production Facility or Site Lease as collateral for any operations of Supplier or its Affiliates other than for the construction and operation of the Production Facility, in each case without the prior written consent of Purchaser.

7.6 Mutual Warranties. Each party represents and warrants to the other party that:

(a) such party has the full power and authority to execute, deliver, and perform this Agreement and to carry out the transactions contemplated hereby;

(b) the execution and delivery of this Agreement by such party and the carrying out by such party of the transactions contemplated have been duly authorized by all requisite corporate (or, if applicable, partnership or limited liability company) action, and this Agreement has been duly executed and delivered by such party and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms, subject, as to enforceability of remedies, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity;

(c) excluding the NHPUC Approval and Required Permits and other authorizations that may still be required to construct and operate the Production Facility, no authorization, Consent or Order of, notice to or registration, qualification, declaration, or filing with any Governmental Body is required for the execution delivery and performance by such party of this Agreement or the carrying out by such party of the transactions contemplated; and

(d) none of the execution, delivery, and performance by such party of this Agreement, the compliance with its terms and provisions, and the carrying out of the contemplated transactions, conflicts or will conflict with or result in a breach or violation of any of the terms, conditions, or provisions of any Law, Governmental Body rule or regulation, or the charter documents (or partnership or limited liability company operating agreement, if applicable), as amended through the Effective Date or by-laws, as amended through the Effective Date, of such party or any applicable Order or by which it or any of its properties is bound, or any loan agreement, indenture, mortgage, bond, note, resolution, Contract, or other agreement or instrument to which such party is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder, or will result in the imposition of any lien upon any of its properties.

7.7 Disclaimer of any Other Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE PARTIES MAKE NO, AND EXPRESSLY DISCLAIM ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY.

ARTICLE 8 FORCE MAJEURE

8.1 Force Majeure in General. The obligations of the party subject to a Force Majeure Event ("Affected Party") pursuant to the Agreement (other than any obligation to pay money) may be suspended by such Affected Party without liability during the continuance of such Force Majeure Event as set forth in this Article 8, *provided that* the suspension shall be of no greater scope and of no longer duration than is reasonably attributable to the Force Majeure Event.

8.2 Force Majeure Notification. If the Affected Party wishes to invoke the provisions of Article 8, then the Affected Party shall give notice to the other party of such Force Majeure Event as soon as reasonably practicable after becoming aware of such Force Majeure Event. Each such notice shall

specify and describe the particulars of the Force Majeure Event and the steps taken to mitigate and overcome the effects of such Force Majeure Event.

8.3 Force Majeure Process. The Affected Party shall, by reason of any Force Majeure Event in respect of which it has claimed relief:

(a) Use commercially reasonable efforts to mitigate the effects of such Force Majeure Event and to remedy any inability to perform its obligations under the Agreement due to such Force Majeure Event as promptly as reasonably practicable; *provided that* it shall (i) not be obliged to take any steps that would not be in accordance with applicable Laws or that would be beyond its control, and (ii) not be required to settle any strikes or other labor disputes.

(b) Provide reports to the other party, as reasonably requested by the other party, regarding the progress in overcoming the resulting delay in its performance due to the Force Majeure Event and setting forth its best, good faith estimate concerning when it shall be able to resume the performance of its obligations under this Agreement.

8.4 Reduction of Amounts. Any amounts of RNG that Purchaser is obligated to purchase or that Supplier is obligated to sell under this Agreement shall be reduced during the period of suspension of performance by the Affected Party due to the Force Majeure Event by the amount of RNG that is unable to be delivered, received, produced, or processed as a result of such suspension.

8.5 Resumption of Performance. When the Affected Party is able to resume performing the obligations under this Agreement that were suspended as a result of the Force Majeure Event, then the Affected Party shall promptly give the other party written notice to that effect and the period of suspension of performance relating to such Force Majeure Event shall be deemed to have ended.

8.6 Termination. If the suspension of performance due to a Force Majeure Event lasts for more than three (3) months or reduces the total DTHs of RNG sold by Supplier to Purchaser under this Agreement by seventy five percent (75%), then, upon thirty (30) days prior written notice to the Affected Party, the other party may terminate this Agreement.

ARTICLE 9 ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties and, except as provided in this Article 9, their respective successors and assigns. No assignment of this Agreement nor of any its rights or obligations may be made by any party (by operation of Law, change in control, or otherwise) without the prior written consent of all other parties, which may be withheld in each such party's sole and absolute discretion, and any attempted assignment without such consent shall be void *ab initio* and of no legal effect; *provided, however*, that this Agreement and any or all of its rights or obligations may be assigned by Purchaser to any of its Affiliates. Upon any such permitted assignment under this Article 9, references in this Agreement to such assigning party shall also apply to any such assignee unless the context otherwise requires.

ARTICLE 10 INDEPENDENT CONTRACTOR STATUS

With respect to the services to be provided under this Agreement, it is mutually understood and agreed that Supplier is being engaged as, and that at all times the relationship of Supplier to Purchaser shall be that of, an independent contractor under this Agreement, and in no event shall any principal, partner, employee, agent, contractor, or subcontractor of Supplier be considered an employee, leased employee, agent, servant, or anything other than an independent contractor of Purchaser. The parties are independent of one another and nothing in this Agreement shall be construed to create a partnership, joint venture, or any such other relationship between the parties. Any provision of this Agreement that may appear to give Purchaser a measure of control over the details of the services provided shall be deemed to mean that Supplier shall follow the general desires of Purchaser, but Supplier shall have sole authoritative control over the details of performing such services in a manner consistent with the terms of this Agreement. Likewise, Supplier will be solely responsible for compliance with all Laws with respect to its provision of services and any personnel utilized by Supplier relating to its services, including all Laws pertaining to the payment of wages, compensation, employee benefits, hours of employment, and withholding taxes.

ARTICLE 11 INDEMNITY AND LIMITATIONS OF LIABILITY

11.1 Supplier's Indemnity. Supplier agrees to defend, indemnify, and hold harmless Purchaser, its Affiliates and their Representatives, contractors and subcontractors, successors, and assigns from and against any and all Losses which are directly or indirectly caused by (i) any wrongful act or omission of Supplier and/or its Representatives, contractors, or subcontractors associated with or arising from Supplier's performance or nonperformance of its obligations under this Agreement or any other agreement between the parties, (ii) any wrongful act or omission of Supplier, its Representatives, contractors, or subcontractors associated with or arising from the ownership or operation of Production Facility, (iii) any breach of any representation and warranty made by Supplier in this Agreement; (iv) any breach of any Applicable Laws, and (v) any and all Environmental Claims brought relating to the RNG, the Production Facility, the Site Lease, or the North Country Landfill, except to the extent such Environmental Claim results directly from the gross negligence or willful misconduct of Purchaser. As used here, "**Environmental Claims**" means all claims, demands, suits, causes of action, or injuries to Persons or property damage arising out of a violation of Environmental Laws.

11.2 Purchaser's Indemnity. Purchaser agrees to defend, indemnify, and hold harmless Supplier, its Representatives, contractors, subcontractors, successors, and assigns from and against any and all Losses which are directly or indirectly caused solely by (i) any wrongful act or omission of Purchaser, its Representatives, contractors, or subcontractors associated with or arising from Purchaser's performance or nonperformance of its obligations under this Agreement or any other agreement between the parties, (ii) any breach of any representation or warranty made by Purchaser in this Agreement, (iii) any breach of any applicable Laws, and (iv) any and all

Environmental Claims resulting from the gross negligence or willful misconduct of Purchaser, its officers, directors, employees, agents, Representatives, contractors, or subcontractors.

11.3 Notice of Claim.

(a) The party seeking indemnification (the “**Indemnified Party**”) shall give prompt written notice to the party from which it seeks indemnification (the “**Indemnifying Party**”) of any matter for which the Indemnifying Party may become liable under this Article 11. The notice shall contain full details of the matter in order to provide the Indemnifying Party with sufficient information to assess its potential liability and to undertake defense of a claim under this Article 11.

(b) If any Legal Proceedings shall be instituted or any claim or demand shall be asserted by any Third Party in respect of which indemnification may be sought by any Indemnified Party under this Article 11, such Indemnified Party shall, within twenty (20) days of the actual receipt of Legal Proceedings by a responsible officer, cause written notice of such legal proceedings or the assertion of such claim or demand to be forwarded to the Indemnifying Party, specifying the nature of such legal proceedings, claim, or demand and the amount or the estimated amount to the extent then feasible, which estimate shall not be binding upon the Indemnified Party, in its effort to collect the final amount arising out of such legal proceedings, claim, or demand; *provided, that* the failure of an Indemnified Party to give timely notice shall not affect its rights to indemnification under this Article 11 except to the extent that the Indemnifying Party has been actually damaged by such failure.

11.4 Conduct of Claim. The Indemnifying Party shall have the right, at its option and at its own expense, to be represented by counsel of its choice and to participate in, or take control of, the defense, negotiation, and/or settlement of any proceeding, claim, or demand that relates to any amounts indemnifiable or potentially indemnifiable under this Article 11; *provided, that* the Indemnified Party may participate in any such proceeding with counsel of its choice if (i) the Indemnifying Party chooses counsel not reasonably acceptable to Indemnified Party, (ii) the Indemnifying Party does not pursue with reasonable diligence such defense, negotiation, or settlement, or (iii) in the reasonable opinion of such Indemnified Party and its counsel, such action, suit, or proceeding involves the potential imposition of criminal liability upon such Indemnified Party or a conflict of interest between such Indemnified Party and the Indemnifying Party; *provided further that*, in the case of clause (i), such participation shall be at such Indemnified Party’s own expense and, in the case of clauses (ii) and (iii), such participation shall be at the Indemnifying Party’s expense. The Indemnified Party shall have a right to notice of any settlement, and the Indemnifying Party shall not execute or otherwise agree to any consent decree that (x) provides for other than monetary payment without the Indemnified Party’s prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, or (y) does not include as an unconditional term the giving of a release from all liability with respect to such claim by each claimant or plaintiff to each Indemnified Party that is or may be subject to the Third Party claim, without the Indemnified Party’s prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such claim

at such Indemnified Party's own expense; *provided, that* in such event it shall waive any right to indemnity by the Indemnifying Party. If the Indemnifying Party elects not to defend or settle such Legal Proceeding, claim, or demand, and the Indemnified Party defends, settles, or otherwise deals with any such Legal Proceeding, claim, or demand directly, the Indemnified Party shall provide fifteen (15) Days advance written notice of any property settlement to the Indemnifying Party and shall act reasonably and in accordance with the Indemnified Party's good faith business judgment. The Indemnifying Party and the Indemnified Party shall cooperate fully with each other in connection with the defense, negotiation, or settlement of any such legal proceeding, claim, or demand.

11.5 Payment of Claim. After final judgment or award shall have been rendered by a court, arbitration board, or administrative agency of competent jurisdiction and the expiration of the time in which to appeal, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to each separate matter indemnified by the Indemnifying Party, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party with respect to such matter, and the Indemnifying Party shall pay all of the sums so owing to the Indemnified Party by cash in immediately available funds within twenty (20) days after the date of such notice.

11.6 Access to Information. If any claim is made by a Third Party against an Indemnified Party, the Indemnified Party shall use commercially reasonable efforts to make available to the Indemnifying Party those partners, shareholders, members, officers, and employees whose assistance, testimony, or presence is necessary to assist the Indemnifying Party in evaluating and defending such claims; *provided, that* any such access shall be conducted in such a manner as not to interfere unreasonably with the operations of the business of the Indemnified Party, and any reasonable and related out-of-pocket expenses incurred by any Indemnified Party shall be included in such Indemnified Party's Losses.

11.7 Disclaimer of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT.

11.8 Limitation of Liability. EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, SHALL NOT EXCEED AMOUNTS PAID BY THE COMPANY UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY IN THE FOREGOING SENTENCE SHALL NOT APPLY TO, AND SHALL BE IN ADDITION TO, ANY AMOUNTS PAYABLE UNDER THIS AGREEMENT.

11.9 Exclusions from Limitations on Damages and Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE LIMITATIONS OF LIABILITY IN SECTION 11.7 AND SECTION 11.8 SHALL NOT APPLY TO (A) CLAIMS RELATING TO A BREACH OF THE PARTY'S CONFIDENTIALITY OBLIGATIONS, OR (B) ANY SUCH DAMAGES

PAID OR PAYABLE BY IN CONNECTION WITH A CLAIM FOR WHICH INDEMNIFICATION IS DUE UNDER ARTICLE 11 OR ELSEWHERE IN THIS AGREEMENT.

ARTICLE 12 INSURANCE

12.1 Insurance Requirements. During the Term of this Agreement, Supplier shall maintain the minimum insurance coverage(s), either by one or more policies, including in combination with an excess liability policy, as set forth on Exhibit H and in accordance with the additional general provisions set forth on Exhibit H. To the extent that Supplier employs, utilizes, or contracts with subcontractors and/or independent contractors to perform services relating to this Agreement, Supplier shall require such subcontractors and/or independent contractors to comply with the same insurance requirements as set forth in this Article 12.

12.2 General Provisions. All deductibles in the Supplier insurance policies shall be at Supplier's sole risk. Supplier agrees to provide Purchaser with immediate notification of the receipt of any notice of cancellation or intended cancellation of any of its required insurance. The insurance carriers providing the coverage required by this Article 12 shall be rated at least A- VIII by A.M. Best.

12.3 Insurance Review. On the fifth anniversary of Service Commencement Date and every five (5) years thereafter during the Term of this Agreement, the parties shall review the insurance coverage requirements set forth in this Article 12 and, to the extent commercially available to them, and shall increase the same to bear the same relation to landfill gas-to-energy industry standards applicable to similarly sized facilities in similar locations as they bear on the date of this Agreement.

12.4 Disclaimer. Notwithstanding the foregoing, the existence of the above insurance or coverage(s) shall not limit the liability of Supplier under this Agreement.

ARTICLE 13 CONFIDENTIALITY

13.1 Confidentiality. Neither party nor any of their respective Representatives shall in any manner make Confidential Information of the other party available to any Third Party, except for disclosures to such Representatives (i) who have a "need to know" in order to facilitate such party's performance under this Agreement, (ii) who are informed of the confidential nature of such Confidential Information furnished to or prepared by it, and (iii) who are directed to treat such Confidential Information confidentially and subject to the same obligations as are applicable to the party receiving such Confidential Information in respect of such Confidential Information and to act in accordance with the other provisions of this Article 13.

13.2 Use of Confidential Information. Each party and its Representatives shall use Confidential Information of the other party only (i) to, and solely to the extent necessary to, facilitate such party's performance under this Agreement, and (ii) for such other purposes, if any, as the other party may expressly authorize in writing.

13.3 Standard of Care. Each party and its Representatives shall take all measures reasonably necessary to protect the confidentiality of the Confidential Information of the other party, including taking

such precautions as such party or its Representative, as the case may be, takes to protect its own confidential information.

13.4 Notice of Breach. Each party shall promptly notify the other party if it becomes aware of any unauthorized use or disclosure of any Confidential Information of the other party, and, at the other party's request, shall take all such action as may be reasonably necessary and legally permissible to terminate or remedy any unauthorized use or disclosure that results from any act or omission of such party or any of its Representatives. Each party agrees to be fully responsible for any breach by any of its Representatives of the provisions of this Agreement expressly applicable to such Representatives, and the other party shall be entitled to enforce such applicable provisions of this Agreement against such Representatives as if such Representatives were parties.

13.5 Protected Information. If a party or any of its Representatives are requested or required to disclose any Confidential Information of the other party (the "**Protected Information**") pursuant to any Legal Proceeding, any oral or written request issued by any Governmental Body, or by Law, such party shall, to the extent permitted by Law, provide the other party with prompt written notice of any such request or requirement so that such other party may seek an appropriate protective order or other appropriate remedy or waive compliance with the applicable provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by such other party, the party or any of its Representatives is nonetheless legally compelled to make such disclosure to any Governmental Body or else stand liable for contempt or suffer other censure or penalty, such party or its Representatives, as the case may be, may, without liability, disclose to such Governmental Body only that portion of the Protected Information which such party or any of its Representatives is, as advised by counsel, legally required to disclose, *provided that* such party shall exercise (at the expense of the disclosing party) good faith efforts to preserve the confidentiality of the Protected Information, including by, if legally permitted, cooperating with the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Protected Information by such Governmental Body.

13.6 Attorney-Client Privileged Information. If a party's Confidential Information subject to a claim of attorney-client privilege, work product doctrine, or any other ground on which production of such information should not be made, is nevertheless inadvertently produced by such party (or any of its Representatives) to the other party (or any of its Representatives), such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege, work product, or other ground for withholding production to which the disclosing party would otherwise be entitled. The receiving party (or any of its Representatives) shall, at the request and expense of the disclosing party, claim or assert (or cooperate in the claim or assertion of) privilege in respect of such Confidential Information.

ARTICLE 14 TERM, DEFAULT AND REMEDIES

14.1 Term. Subject to the other provisions contained herein, this Agreement shall become effective on the Effective Date and shall continue in effect for a period of seventeen (17) years beginning on the Service Commencement Date (the "**Initial Term**") unless sooner terminated as provided in this Article 14 or elsewhere in this Agreement. Purchaser has the right to extend the term of this Agreement for an additional ten (10) years beyond the Initial Term (the "**Renewal Term**" and

together with the Initial Term, the “Term”) upon delivery to Supplier of written notice exercising such right no later than twelve (12) months prior to expiration of the Initial Term.

14.2 Events of Default. Each of the following shall constitute an “Event of Default” in respect of a party (the “Defaulting Party”) under this Agreement:

(a) the failure by the Defaulting Party to pay when due any payment owed, which failure continues unremedied for a period of ten (10) days following notice from the other party (the “Non-Defaulting Party”);

(b) the failure by Supplier (the Defaulting Party) to provide RNG on a continuing and timely basis that meets the RNG Specifications or in such quantities to satisfy the MASQ;

(c) the failure by Supplier to provide operation and maintenance services to the Production Facility consistent with the terms of this Agreement and all applicable industry standards;

(d) the representations and warranties of a party (the Defaulting Party) shall cease to be true and accurate in any material respect at any time during the Term of this Agreement;

(e) the failure by the Defaulting Party to perform any other material obligations or covenants, which failure continues unremedied for a period of thirty (30) days following notice from the Non-Defaulting Party; *provided, however*, if such failure is not capable of being cured within such thirty (30) day period, no Event of Default shall be deemed to have occurred if the Defaulting Party commences curative action within such thirty (30) day period and proceeds diligently and in good faith thereafter to cure such violation or failure until completion; *provided, further, that* in no event shall such failure continue for more than ninety (90) days despite the Defaulting Party’s good faith attempts to cure such failure; and

(f) the occurrence of a Bankruptcy with respect to such party.

14.3 Remedies. Upon the occurrence, and during the continuation of, an Event of Default, the Non-Defaulting Party may, in its sole discretion, do any one or more of the following:

(a) suspend its performance under this Agreement;

(b) terminate this Agreement whereby any and all obligations of the Defaulting Party under this Agreement or any other agreement between or among the parties, including payments or deliveries due, will, at the option of the Non-Defaulting Party, become immediately due and payable or deliverable, as applicable; and

(c) set-off against any amount that the Non-Defaulting Party owes to the Defaulting Party under this Agreement or any other agreement between or among any such parties.

In addition, the Non-Defaulting Party shall be entitled to recover from the Defaulting Party all reasonable court costs, attorneys’ fees, and expenses incurred by the Non-Defaulting Party in connection with the Defaulting Party’s Event of Default, including interest on past due amounts at the Interest Rate. Except where specifically noted in this Agreement, any right or remedy specified in this Agreement shall

be in addition to, and not exclusive of, any other right or remedy of the Non-Defaulting Party under Contract, law or equity.

14.4 Purchaser Remedy. In addition to the other rights and remedies of Purchaser under this Article 14 or Section 16.5, upon the occurrence of an Event of Default by Supplier, Purchaser shall have the right and option to require Supplier to assign to Purchaser the Site Lease, the O&M Agreement, the LFG Supply Agreement, and any other Contracts reasonably necessary to enable Purchaser to assume management of the operation of the Production Facility. Upon the exercise of this remedy by Purchaser, Supplier shall cooperate in good faith to effect the assignment of all such Contracts to Purchase as expeditiously as possible and shall take all steps reasonably required to effect such assignments as requested by Purchaser, North Country, or the respective counter-party to the Contract.

14.5 Survival. The provisions of Articles 6, 9, 10, 11, 13 and 14 and Sections 5.8, 7.7, 16.1, 16.3, 16.4, 16.5, 16.6 16.7, 16.11 and 16.12 hereof shall survive termination or expiration of this Agreement.

ARTICLE 15 EXOGENOUS EVENTS

15.1 Either party may seek to renegotiate the affected terms of this Agreement after the occurrence of an Exogenous Event, as defined and described below, if the total financial impact (positive or negative) of such event exceeds \$100,000 (Exogenous Events Rate Adjustment Threshold).

15.2 “State Initiated Change” shall mean any externally imposed changes in state or local law or regulatory mandates or changes in other precedents governing income, revenue, sales, or property or any new or amended regional, state or locally imposed fees (but excluding the effects of routine annual changes in municipal, county, and state property tax rates and revaluations), which impose new obligations, duties, or undertakings, or remove existing obligations, duties, or undertakings, and which individually decrease or increase a party’s costs or revenue.

15.3 “Federally Initiated Change” shall mean any externally imposed changes in the federal tax rates, laws, regulations, or precedents governing income, revenue, or sales taxes or any changes in federally imposed fees, or any externally imposed changes in the federal laws, regulations, or precedents governing RIN credits, which changes impose new obligations, duties, or undertakings, or remove existing obligations, duties, or undertakings, and which individually decrease or increase a party’s costs or revenue.

15.4 “GTI Initiated Change” shall mean any change by Gas Technology Institute to the GTI Standards that impose new obligations, duties, or undertakings, or remove existing obligations, duties, or undertakings, and which individually decrease or increase a party’s costs or revenue.

15.5 The party seeking to renegotiate the affected terms of this Agreement in light of an Exogenous Event shall:

- (a) Notify the other party in writing identifying the particular State Initiated Change, Federally Initiated Change, or GTI Initiated Change that caused the increase or decrease in costs or revenues in excess of the Exogenous Events Rate Adjustment Threshold;

(b) Provide specific and sufficient detail supporting each change, the Exogenous Event associated with each change, and how the change exceeds the Exogenous Events Rate Adjustment Threshold; and

(c) Propose amendments to the Agreement to address the Exogenous Event.

The parties shall then negotiate in good faith to fairly allocate the increase or decrease in the party's costs or revenue caused by the Exogenous Event.

ARTICLE 16 GENERAL PROVISIONS

16.1 Notices. All Consents, requests, agreements, or other communications under this Agreement must be in writing to be effective and shall take effect (or shall be deemed to have been given or delivered, as the case may be): (a) on the Business Day sent, when delivered by hand, or by e-mail or facsimile transmission, during the normal business hours of the recipient (*provided that* if such facsimile or email is delivered after 5:00 p.m. Eastern time or on a day other than a Business Day, then on the next following Business Day), and (b) on the Business Day following the Business Day of sending, if delivered by an internationally recognized overnight courier, in each case, to such party at its address (or number) set forth below or such other address (or number) as the party may specify by notice.

If to Supplier:

Attn: _____
Facsimile No.: _____
E-mail: _____

with a copy to (which shall not constitute notice):

Attn: _____
Facsimile No.: _____
E-mail: _____

If to Purchaser:

Liberty Utilities (EnergyNorth Natural Gas) Corp.
15 Buttrick Road
Londonderry, NH 03053

Attn: William S. Clark
Facsimile No.: _____
E-mail: William.Clark@LibertyUtilities.com

with a copy to (which shall not constitute notice):

Liberty Utilities (EnergyNorth Natural Gas) Corp.
116 N. Main Street
Concord, NH 03301
Attn: Legal Department
Facsimile No.: _____
E-mail: Michael.Sheehan@LibertyUtilities.com

16.2 Dispute Resolution. Supplier and Purchaser shall first attempt in good faith to resolve any dispute arising out of or in connection with this Agreement or its performance (including the existence and validity of this Agreement) promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the Persons with direct responsibility for the administration of this Agreement (a “**Management Representative**”). Within seven (7) Business Days after determining to invoke dispute resolution, the party invoking it shall provide the other party with a written notice of the dispute, a proposed means for resolving the same, and the support for such position. The second party shall respond with the same types of information within seven (7) Business Days of receiving the first party’s notice. Thereafter, the Management Representatives of each party shall meet to discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the parties have not agreed upon a resolution of the dispute within twenty (20) Business Days after the date of the original notice provided under this Section 16.2, or such other time period as the parties may agree in writing to allow for discussions, then either party may pursue its rights and remedies under this Agreement and/or under Law. Notwithstanding any provision to the contrary in this Section 16.2, nothing limits the parties from immediately seeking injunctive relief or specific performance with respect to a breach of Article 13 (Confidentiality).

16.3 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of New Hampshire without regard to the Laws of the State of New Hampshire or any other jurisdiction that would call for the application of the substantive Laws of any jurisdiction other than the State of New Hampshire.

(b) The parties agree that the appropriate, exclusive, and convenient forum (the “**Forum**”) for any disputes between the parties arising out of or related to this Agreement or its contemplated transactions shall be in the federal district courts of New Hampshire except where such court lacks subject matter jurisdiction and in such event the Forum shall be in the state courts of New Hampshire. The parties irrevocably submit to the jurisdiction of such courts solely in respect of any disputes arising out of or related to this Agreement or the contemplated transactions. The parties further agree that neither party shall bring suit with respect to any disputes arising out of or related to this Agreement or the contemplated transactions in any court or jurisdiction other than the above specified courts; *provided, however*, that the foregoing shall not limit the rights of either party to obtain execution of a judgment in any other jurisdiction. The parties further agree, to the extent permitted by Law, that a final and non-appealable judgment against either party in any Legal Proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the U.S. by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and amount of such judgment.

(c) To the extent that either party has or may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution, or otherwise) with respect to itself or its property, each such party irrevocably (i) waives such immunity in respect of its obligations with respect to this Agreement, and (ii) submits to the personal jurisdiction of each court described in Section 16.3(b).

(d) THE PARTIES AGREE THAT THEY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ALL DISPUTES BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS.

16.4 Entire Agreement; Amendment. This Agreement (including the schedules and exhibits) contains the entire agreement between the parties with respect to the contemplated transactions, supersedes all prior Contracts and negotiations, if any, and this Agreement (including the schedules and exhibits) may not be amended, supplemented, or discharged except by the written consent of each party.

16.5 Specific Performance. If a party to this Agreement breaches or threatens to breach any provision of this Agreement, the non-breaching party shall have the right to have such provision specifically enforced by the appropriate state court or federal district court in New Hampshire, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the non-breaching party and that money damages will not provide adequate remedy, which right shall be in addition to, and not in lieu of, any other rights and remedies available to a non-breaching party under this Agreement, at Law or in equity, all of which shall be independent of the other and severally enforceable, except to the extent such rights and remedies are limited, excluded or disclaimed by this Agreement.

16.6 Waiver. The terms and provisions of this Agreement may be waived, or consent for the departure from its terms and provisions may be granted, only by a written document executed by the party granting such waiver or giving such consent. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given or granted, and shall not constitute a continuing waiver or consent. No failure or delay by a party to exercise any right, power or remedy under this Agreement, and no course of dealing between the parties, shall operate as a waiver of any such right, power, or remedy of the party. No single or partial exercise by a party of any right, power, or remedy under this Agreement, nor any abandonment or discontinuance of steps to enforce any such right, power, or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power, or remedy under this Agreement. The election of any remedy by a party shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving the notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving the notice or demand to any other or further action in any circumstances without the notice or demand.

16.7 Publicity and Corporate Identity. Supplier shall not use the name, trade name, trademarks, service marks owned by Purchaser, or logos of Purchaser in any publicity releases, news releases, annual reports, product packaging, signage, stationary, print literature, advertising, or websites without securing the prior written approval of Purchaser. The parties shall not, without prior

written consent of the other party, represent directly or indirectly that any product or service offered by the party has been approved or endorsed by the other party.

16.8 Counterparts. This Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature delivered by facsimile or other similar electronic transmission (including email) shall be considered an original signature. Any Person may rely on a copy or reproduction of this Agreement, and an original shall be made available upon a reasonable request.

16.9 Further Assurances. From time to time, at the reasonable request of either party and without further consideration, the other party shall execute and deliver such additional documents and take all such further action as may be necessary or appropriate to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement or to carry out the terms of this Agreement.

16.10 Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision of this Agreement is determined to be illegal, invalid, or unenforceable or contrary to any existing or future Law, the illegality, invalidity, or unenforceability shall not impair the operation of or affect those portions of this Agreement that are valid. In lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provisions as may be possible and be legal, valid, and enforceable.

16.11 No Third-Party Beneficiaries. Except as expressly set forth in Article 11 (Indemnity), which are intended to be enforceable by the Persons respectively referenced there, nothing contained in this Agreement shall create or be deemed to create any rights or benefits in any Third Parties.

16.12 Interpretation. The parties acknowledge and agree that: (a) each party and its counsel has reviewed, or has had the opportunity to review, the terms and provisions of this Agreement; (b) any rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be used to interpret this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party was generally responsible for the preparation of this Agreement. The words “include,” “includes” and “including” in this Agreement mean “include/includes/including without limitation” and its correlative usages. The use of “or” is not intended to be exclusive unless expressly indicated otherwise. The use of “good faith” is not intended to require the party subject to such efforts to pay any amount of money or incur any economic detriment. Unless expressly indicated otherwise, (i) the word “day” means a calendar day and not a Business Day and (ii) the word “month” means a calendar month. When either party may take any permissive action, including the granting of a Consent, the exercise of any voting right, the waiver of any provision of this Agreement or otherwise, whether to take such action is in its sole and absolute discretion. The use of the masculine, feminine, or neuter gender or the singular or plural form of words shall not limit any provisions of this Agreement. A statement that an item is listed, disclosed, or described means that it is correctly listed, disclosed, or described, and a statement that a copy of an item has been delivered means a true and correct copy of the item has been delivered. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded.

If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

16.13 Headings and Captions. The headings and captions of the various articles and sections of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement.

16.14 Expenses. Except as otherwise specifically set forth in this Agreement, each party shall pay its respective fees and expenses (including the fees of any attorneys, accountants, appraisers, or others engaged by the party) in connection with the preparation or enforcement of, or of any requests for Consents under, this Agreement, including any amendments or waivers to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed and sealed on their behalf this RNG Supply and Transportation Agreement on the date first above written.

RUDARPA, INC., a Utah corporation

By: Jon M Lear
Name: JON M LEAR
Title: President

**LIBERTY UTILITIES (ENERGYNORTH
NATURAL GAS) CORP.**, a New Hampshire
corporation

By: Susan Fleck Digitally signed by Susan Fleck
Date: 2018.07.20 12:58:22
-04'00'

Name: Susan L. Fleck

Title: President

[SIGNATURE PAGE TO RNG SUPPLY AND TRANSPORTATION AGREEMENT]

EXHIBIT A
Designated Receipt Points

There will be a total of three Designated Receipt Points as identified below:

1. 10 Broken Bridge Rd. Concord, NH 03301.
2. 43 Production Ave. Keene, NH 03431.
3. 384-386 Plainfield Rd, West Lebanon, NH 03784.

Liberty shall have the option to choose an alternate Designated Receipt Point within the EnergyNorth franchise areas provided that Designated Receipt Point is equal to or shorter distance than the Designated Receipt Points listed above.

Liberty shall have the option to choose an alternate Designated Receipt Point at a distance greater than the Designated Receipt Points listed above for a mutually agreed upon Delivery Adder.

EXHIBIT B
RNG Specifications
And
GTI Table 1 Pipeline Gas Specification

LFG Flow	Bio Gas in -- Casella Delivery Requirements	RUDARPA Project Bio Gas In - Process Design Requirements	RNG Out - Project Performance Requirements
Bio Gas in scfm	2400	2500	Average 1100 dk/day
CH4%	50	48-52	< 96
Calorific Value btu / ft3	---	---	GTI Spec 930-1010
CO2%	---	39-42	GTI Spec < 2.2
O2%	1.6	1-2	GTI Spec 0.1-0.9
N2%	8	5-10	GTI Spec 0.5-6
Siloxane ppm	---	As reqd	< 1.5
H2S ppm	1000 - as reqd	As reqd	GTI Spec 0.25-1
NMOC ppmv	---	As reqd	< 2
Total Sulfur grains per 100 scf	---	As reqd	GTI Spec 0.5-20
Hydro Carbon dewpoint F	---	As reqd	GTI Spec Max HDP between 0 -25, max CHDP 15 -20
Wobbe number - btu/scf	---	As reqd	GTI Spec Min 1279-1340, max 1380-1400
Temp F	90 - 115	See Casella	100-120
P psig	0-5	See Casella	3200 - 4000
Dewpoint lbs / mmscf	---	As reqd - saturated	< 4

EXHIBIT C
Supply Point

The Supply Point shall be the North Country Environmental Services landfill located at 581 Trudeau Rd
Bethlehem, NH 03574

EXHIBIT D
Facility Design Specifications

The LFG to RNG Processing and Production System components shall be fabricated and installed in five (5) Primary Phased / Skid Sections.

Phase 1a

- System Process - Primary H₂S and Sulfur system removal
- Method - Staged activated carbon with vessels. Includes carbon, appurtenances, pumps, drivers, instrumentation and controls
- Supplier - DMT, Montreal, Canada

Phase 1b

- System Process - Trim H₂S and Sulfur system removal - Sizing and final spec to be determined based on LF chromatograph measurements
- Method - Staged activated carbon with vessels. Includes media, appurtenances, pumps, drivers, instrumentation and controls complete
- Supplier - DMT, Montreal, Canada
- Special Notes - Trim system to be installed after Phase 2 system

Phase 2

- System Process - Temperature Swing Absorption System - TSA - for removal of siloxanes, H₂O, VOCs, other NMOCs
- Method - Temperature swing, mole sieves and medias. Includes LFG inlet blower, separator, vessels, piping, medias, chiller systems, VOC flare system, panels, drives, starters, instrumentation and controls complete
- Supplier - Air Sciences, Montreal, Canada

Phase 3

- System Process - Process gas compression and separation / removal of CO₂
- Method - Carborex MS System - Staged membrane separation system. Includes all needed membranes, instrumentation, vessels, valves piping, compressor, drives, panels, starters and controls with master HMI and data logger complete to monitor and track entire system
- Supplier - DMT, Montreal, Canada

Phase 4

- System Process - Nitrogen rejection unit - NRU - for removal of nitrogen, oxygen and other trace from process gas

- Method - PS adsorption using molecular sieve approach - absorbs CH₄ in a staged fashion. Includes compressors, drives, vessels, media, piping, controls, starters, instrumentation, devices and all panels complete
- Supplier - Sep-Pro Systems, Houston

Phase 5

- System Process - Compress RNG from Phase 4 to 3200 - 4000 psig for truck loading
- Method - Natural Gas high compression system. Includes three stage compression systems - lead and lag - with 3 loading tables, gas flow meter and instrumentation. Includes all piping, hardware, panels, starters and controls
- Supplier - NEOgas

EXHIBIT E
Supplier Credit Support

[RUDARPA to provide]

EXHIBIT F
Production Facility Purchase and Sale Agreement

See attached.

EXHIBIT G
Shortfall Amount Calculation

Delivery Reconciliations: Shortfalls in MASQ for the periods described in section 4.2 of the Supply Contract shall be calculated and credited to the Company by using the following formula: $RSF = (YRR/YMASQ) \times (YMASQ - TDMASQ)$ where:

RSF= Revenue Shortfall
YMASQ= Total of delivery quantities required by the Supply Contract for the reconciliation period.
YRR= Total of all revenue requirements for the reconciliation period.
TDMASQ = Total of actual deliveries for the reconciliation period.

For example, Year 1 (2019)

YMASQ= 490,000 DTH
YRR= \$1,282,735
TDMASQ = 350,000

Then $RSF = (1,282,735/490,000) \times (490,000 - 350,000)$ or
 $RSF = (2.62) \times (140,000)$ or
RSF= \$366,496 due for year 1

When there are deliveries in excess of the MASQ requirements during any year, those excess deliveries may be carried forward to offset future shortfalls. If production continues to be in excess, the yearly credits may accumulate and may carry forward but in no case shall Liberty be responsible for paying for credits not used to offset shortfalls. Excess deliveries may NOT be used to offset prior year MASQ commitments:

For example, Year 2 and 3

YMASQ Year 2= 490,000
YMASQ Year 3= 490,000
Delivered Year 2= 550,000
Delivered Year 3= 400,000
YRR Year 2= \$1,216,398
YRR Year 3= \$1,046,057

Then $RSF = (1,216,398/490,000) \times (490,000 - 550,000)$ or
 $RSF = (2.48) \times (-60,000)$ or
RSF= \$(148,800) carry forward credit from year 2

$RSF = (1,046,057/490,000) \times (490,000 - 400,000)$ or
 $RSF = (2.13) \times (90,000) - 148,000$ or
RSF= \$192,133 - \$148,000
RSF= \$44,133 payment due for year 3

EXHIBIT H
Supplier Insurance Requirements

1. Supplier shall, at its sole cost and expense, obtain and maintain throughout the Term with reputable insurance companies qualified to do business in New Hampshire, the following insurance:

(a) Comprehensive public liability insurance indemnifying Purchaser, any Purchaser Indemnified Parties and Supplier against all claims and demands for any injury to person (including death) or property which may occur or be claimed to have occurred as a result of the construction, development, operation or maintenance of the Production Facility and the transport of RNG to the Designated Receipt Points by Supplier or its agents or contractors, in amounts which shall at the beginning of the Term, be not less than Ten Million Dollars (\$10,000,000), and, from time to time during the Term, may be for such higher amounts as Purchaser may reasonably require, taking into account the region in which the Production Facility is located and similar facilities property, used for similar purposes;

(b) Workmen's compensation and any other insurance required by law or the nature of Supplier's business;

(c) Automobile or motor vehicle liability insurance in form and substance reasonably satisfactory to Purchaser and with a minimum limit of liability of Ten Million (\$10,000,000) Dollars per occurrence;

(d) Such other insurance with respect to the Premises as reasonably required by Purchaser against loss or damage of the kinds from time to time customarily insured against and in such amounts as required by Purchasers for properties comparable to the Premises.

16.1 Supplier shall furnish Purchaser with certificates or policies of all such insurance prior to the beginning of the Term and of each renewal policy at least ten (10) days prior to the expiration of the policy being renewed. Not less than thirty (30) days written notice will be given by Supplier to Purchaser prior to any material modification or cancellation of the policies.

16.2 During any period or periods of construction by Supplier relating to the Production Facility, including construction completed in part by Purchaser or any of the Purchaser Indemnified Parties, if any, the construction of which (a) is of a type to which Builder's Risk Insurance is applicable and (b) requires the advance written approval of Purchaser, Supplier shall obtain and maintain in effect standard Builder's Risk Insurance or with Purchaser's written consent, which consent may be made at Purchaser's sole discretion, a reasonable equivalent alternative. Any such Builder's Risk Insurance shall be written on a completed value basis, including extended coverage, and utilizing a maximum value at date of completion not less than the greater of (y) the aggregate contract price or prices for the construction of such facilities or (z) the amount which may be required by a mortgagee which is financing such construction. If such construction by Supplier is of a type to which Builder's Risk Insurance is not applicable, Supplier shall provide additional equivalent coverage under the policies as required by Purchaser.

16.3 The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance of self-insurance that may be maintained by Purchaser. Supplier shall place all

insurances for which Supplier is responsible with an insurer and on terms approved by Purchaser. Each policy required of Supplier herein shall contain a cross liability or severability of interest clause and name Purchaser or any other of Purchaser Indemnified Parties as requested by Purchaser as an additional insured. With the exception of professional liability (if design work is completed) insurance, Supplier shall obtain from each of its insurers a waiver of subrogation in favor of Purchaser, its officers, directors, employees, and agents, and any Purchaser Indemnified Party, its officers, directors, employees, and agents with respect to losses arising out of or in connection with the such work.

Exhibit I
Taxes/ Fees/License/ Franchise/

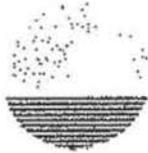
Responsibility of Supplier

1. Property taxes for the Facility and Leasehold

[RUDARPA to provide]

EXHIBIT J
Site Lease Agreement

[RUDARPA to provide]



Liberty UtilitiesSM
WATER GAS ELECTRIC

B U S I N E S S C A S E

PROJECT TITLE: EN RENEWABLE NATURAL GAS PROJECT

PROJECT SPONSOR: WILLIAM CLARK

PROJECT LEAD: WILLIAM CLARK

DATE: 06/04/2018

PROJECT ID: 8840 -- 1866

BUSINESS PLAN NUMBER:

Business Case

RECOMMENDATION:

Approval of Renewable Natural Gas (RNG) Supply and Transportation contract with a facility purchase option which includes a mandated purchase contingent on seller meeting minimum annual supply quantity and quality.

BACKGROUND:

EnergyNorth has negotiated a Supply and Transportation Agreement and facility purchase option with a condition precedent trigger. Rudarpa, Inc has entered into a contract with North Country Environmental Services (NCES) to acquire landfill gas (LFG) from this site, located at 581 Trudeau Rd. Bethlehem, NH 03574. Rudarpa will process the LFG to pipeline quality, as defined in the GTI document, and sell to EnergyNorth at a fixed cost for pipeline injection into Liberty's distribution system. Rudarpa will own, operate and maintain this supply facility and deliver the RNG to EnergyNorth receipt points. If Rudarpa meets the Minimum Annual Supply Quantity (MASQ) in either the first or second year, EnergyNorth is required to purchase the Supply Facility. EnergyNorth also maintains the option to purchase the Supply Facility at any time during the 17 year contract length at a predetermined price. EnergyNorth plans to utilize this incremental supply of RNG for new growth opportunities as well as existing customer expansion and retention.

ALTERNATIVES/OPTIONS

Not add RNG to the EnergyNorth commodity portfolio mix.

FINANCIAL ASSESSMENT

The Facility Purchase is a fixed price which starts at \$14,500,000 for the first three years and declines after year three. Estimated acquisition would be 2020. Receipt Point decompression facility is estimated at \$804,368 with majority scheduled for 2019. 2018 budget is estimated \$50,000 for labor and permitting.

As shown in the contract terms, the purchase of the Supply Facility reduces the delivered price of RNG significantly which benefits expansion opportunities. [REDACTED] has executed a Letter of Intent to convert to RNG. [REDACTED] will pay the full price of the RNG commodity along with a distribution charge and facility charge. The facility charge will have a material benefit for all Keene customers as it will reduce the cost of the proposed permanent facility. The Company is also working with [REDACTED] on an expansion of their facility and conversion of existing load. [REDACTED] has indicated they are willing to pay the full cost of delivered RNG and we expect an LOI in the near future. We believe there are many existing and potential commercial customers with sustainability metrics that would be very interested in RNG at competitive prices as well as residential customers.

Business Case

RISK ASSESSMENT AND QUALITATIVE EVALUATION

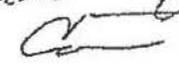
The three main risks associated with this project are Facility construction costs containment, adequate RNG quantity/volumes, and achieving RNG quality specifications. Mitigation measures were negotiated to address all three identified risks. First, the sale price for the Supply Facility is a fixed cost with Rudarpa responsible for any potential construction overruns. Second, minimum annual supply quantities (MASQ) were negotiated which support the financial assessment of delivered costs per Dth. If the MASQ is not reached, Rudarpa will pay a revenue shortfall amount, which will equal the annual revenue requirement associated with that contract year. Rudarpa has agreed to an escrow account to fund unexpected supply shortfalls. Third, EnergyNorth will have access to chromatograph records of all gas being delivered to ensure it meets the minimum quality standards. EnergyNorth has the right to refuse any delivery that does not meet the minimum standard and those rejected quantities do not count against the minimum annual supply quantity.

IMPLEMENTATION/ACTION PLAN

The contract will be sent to the Board for authorization to execute. Once fully executed, a New Hampshire Public Utilities Commission filing is required for approval of the contract.

REVIEWED BY:

DIRECTOR/VP: WILLIAM CLARK

 6/14/18
 6/13/18

FINANCE:

Business Case



Liberty Utilities™

WATER GAS ELECTRIC

LIBERTY UTILITIES - CAPITAL PROJECT EXPENDITURE APPLICATION

DIVISION/COMPANY: Capital / Energy North Co.	HOME OFFICE REF #: 8840-1866
PROJECT TITLE: EN Renewable Natural Gas Project	EXPECTED PROJECT TOTAL: \$150,000 in 2018 (\$15,304,368 in total)
PROJECT TYPE (circle one): System Maint / System Project / Growth /	
PROJECT START DATE: 6/1/2018	PROJECT END DATE: 9/1/2020
CURRENT UTILITY EARNINGS STATUS:	JOB COST/FWO #:
Type of Capital Project: <div style="border: 1px solid black; padding: 5px;"> <input checked="" type="checkbox"/> Growth <input type="checkbox"/> Improvement Upgrades <input type="checkbox"/> Infrastructure Replacement </div>	
PROJECT DESCRIPTION & LOCATION: Development of a Renewable Natural Gas Project (RNG) for EnergyNorth. Co-Developers will be Rudarpa, Inc and North Country Environmental Services (NCES) which owns and operates a landfill in Bethlehem, NH. EnergyNorth will enter into a Supply and Delivery contract with Rudarpa to purchase RNG at "pipeline quality" specifications. Rudarpa will construct, own, and operate the RNG facility to be located at the NCES landfill. If certain conditions are met regarding the quantity and quality of delivered RNG, EnergyNorth is contractually obligated to purchase the facility for a fixed price. EnergyNorth also maintains the option to purchase the facility for a fixed price at any time during the 17 year contract term. After condition precedents are satisfied or option is executed, Rudarpa is required to operate and maintain the facility, deliver the RNG via trailer to EnergyNorth Receipt Points, pay all electrical charges at the supply facility, and pay all property taxes at the supply facility. EnergyNorth will construct, own, and operate a decompression facility within the LNG yard at Broken Bridge Road in Concord to receive the RNG deliveries. EnergyNorth will also receive RNG at the proposed Keene and Lebanon supply facilities.	
IS THIS PROJECT GROWTH RELATED? IF "YES", DESCRIBE THE SPECIFIC LOCATION (MAP) AND LIST APPLICABLE DEVELOPERS WHERE GROWTH WILL OCCUR (CONSULT WITH DEVELOPMENT SERVICES REGARDING FUNDING). Yes	
PERMITTING REQUIREMENTS, INCLUDING POTENTIAL IMPACT ON EXISTING PERMITS, AND TIMING OF AND RISKS ASSOCIATED WITH OBTAINING APPROPRIATE PERMITS FOR PROJECT. Supply Facility will require local permitting as well as New Hampshire Department of Environmental Services permitting. All supply facility permitting will be the responsibility and at the risk of Rudarpa and NCES.	
COST ESTIMATE FOR TOTAL PROJECT, NATURE OF ESTIMATE (FIRM FIXED PRICE, INTERNALLY OR EXTERNALLY GENERATED), TIMING OF SPENDING BY QUARTER, AND RISKS ASSOCIATED WITH COST ESTIMATES.	

Business Case

Supply Facility purchase is a fixed price of \$14,500,000. Broken Bridge receipt point decompression is estimated at \$804,368. Broken Bridge facility expected to begin in early 2019 with completion by fall of 2019. Facility purchase is estimated to be completed in 2020.

WILL THERE BE ASSETS GREATER THAN \$5,000 THAT ARE CURRENTLY IN SERVICE REMOVED AS A RESULT OF THIS PROJECT?
 None

IF YES, PLEASE DETAIL THE SPECIFIC ASSETS THAT WILL BE REMOVED:

1. Original Cost of Plant to be removed (if known):
2. What is the replacement cost of the plant being removed (if original cost not known)?
3. Original Work Order of Plant to be removed (if known):
4. Is the Plant being removed reusable?
5. What is the year of original installation of the plant being removed?

PROPOSED SOURCE OF FUNDS (COMPANY, DEVELOPER LXA, HUF, ETC.)
The 2019 Capital Budget will contain the Receipt Point construction costs of \$804,368. The 2020 Capital Budget will have a place holder for the potential acquisition of the Supply Facility for \$14,500,000

CATEGORY & STATUS OF PROJECT (tick as appropriate)		FINANCIAL SUMMARY	
		NEXT ANTICIPATED TEST YEAR	2019
		Rate Recovery (over 18 months)	X
Safety	<input type="checkbox"/>	Will this, and other approved projects, cause a rate shock	No
Mandated	<input type="checkbox"/>		
Impending Regulatory Obligation	<input type="checkbox"/>		
Rate Recovery-Immediate Return	<input type="checkbox"/>	Have Health & Safety implications been considered?	No
Rate Recovery (3 to 6 months)	<input type="checkbox"/>	Has Environmental Compliance review been done?	No
Rate Recovery (6 to 12 months)	<input type="checkbox"/>	Has Tech Services review been done?	Yes
Rate Recovery (12 to 18 months)	<input type="checkbox"/>		
Was this Capital Expenditure included in the Annual Budget?	<input type="checkbox"/>		

If yes, is customer affordability an issue?

ANALYSIS OF PROJECT VALUE		CAPITAL EXPENDITURE BUDGET UTILIZATION		
Design/Engineering	<input type="checkbox"/>	Authorized Amount	To be spent in:	
External contractor costs	<input type="checkbox"/>		Current Year	Future Years
Internal costs	<input type="checkbox"/>	(A) Capital budget	\$15,304,368	\$150,000
Other costs (contingency)	<input type="checkbox"/>	(B) Over (under) run vs. Budget		\$15,154,368
Working capital requirements	<input type="checkbox"/>	(C) (A+B) Total Estimated Project Cost		
		(D) Less Approved Spend to Date		
		(E) Less Future Approval Requests		
Project Total Cost	\$15,304,368	(F) (C-D-E) Approval Amount Requested (current application)		

	Name	Signature	Date
Requesting Party	William Clark		6/11/18
President	Susan Fleck		6/11/18
Regional President - LU East	James Sweeney		6/11/18
Director of Finance	Cynthia Heather		6/11/18
CEO	Ian Robertson		July 19/18
			6/20/18

Attachment:

**CERTIFICATION OF
RESOLUTIONS ADOPTED BY
THE BOARDS OF DIRECTORS OF THE
LIBERTY UTILITIES EAST REGION ENTITIES**

The following is a certified excerpt of resolutions adopted at a meeting of the Boards of Directors and Managers of the Liberty Utilities East Region on April 24, 2018:

WHEREAS, the Board of Directors of Algonquin Power & Utilities Corp. (the “APUC Board”), on December 15, 2017, approved the 2018 Capital Projects and Operating Budgets of Liberty Utilities Co., consolidating the capital and operating budgets assigned to each of the Liberty Utilities Co. United States operating regions (the “Regional Budgets”);

AND WHEREAS, the Boards of Directors (the “East Region Board”) of the Liberty Utilities (East) Region entities (the “Companies”), as set forth on Appendix A attached hereto, deems it desirable and in the best interest of the Companies to carry out the Regional Budgets as assigned to the East region Companies and as previously approved by the APUC Board;

NOW, THEREFORE, BE IT RESOLVED, that the East Region Board hereby approves, ratifies, and confirms the East Regional Budgets as previously approved by the APUC Board;

FURTHER RESOLVED, that the Companies be, and they hereby are, authorized to carry out the Regional Budgets, with such actions as any Authorized Representative (as defined below) of the Companies deem necessary and desirable (as conclusively evidenced by the execution thereof by any two such Authorized Representatives), and to enter into any additional agreements, documents, instruments, notices, certificates or undertakings to be delivered by the Companies in connection with the Budgets or any other transaction thereunder, in each case in such form and upon such terms as any Authorized Representatives of the Companies deem necessary and desirable (as conclusively evidenced by the execution thereof by any two such Authorized Representatives);

FURTHER RESOLVED, that for purposes of these resolutions and all actions taken in connection herewith, the “Authorized Representatives” of the Companies shall include any officer of the Companies, and any person to whom any of the foregoing may delegate any of their authority as an Authorized Representative;

FURTHER RESOLVED, that the Authorized Representatives be, and each such Authorized Representative hereby is, authorized, empowered and directed, in the name and on behalf of the Companies, to take or cause to be taken any and all actions necessary or appropriate to effectuate the foregoing resolutions and to otherwise carry out the purposes and intent of the foregoing resolutions;

FURTHER RESOLVED, that any and all actions taken by any officer, director, or other representative of the Companies or Authorized Representative prior to the date hereof in accordance with the intent of these resolutions be, and hereby are, approved, ratified and confirmed in all respects.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of April, 2018.



Dale W. Harrington, Secretary

APPENDIX A

Affiliated East Region Entities

- Liberty Utilities (EnergyNorth Natural Gas) Corp.
- Liberty Utilities (Granite State Electric) Corp.
- Liberty Utilities (New England Natural Gas Company) Corp.
- Liberty Utilities (Peach State Natural Gas) Corp.

Rate Base model	CapEx
Purchase Price	\$ 14,500,000
Decompression (Broken Bridge)	\$ 804,368
Total Cost	\$ 15,304,368
Required Return (pre tax)	8.55%
Depreciation	\$ 765,218
OpEx	\$ 10,000

	Ratio	Rate	Weighted Rate	PreTax
Long Term Debt	49.85%	4.42%	2.20%	2.20%
Short Term Debt	0.95%	2.49%	0.02%	0.02%
CommonEquity	49.21%	9.30%	4.58%	6.32%
			6.80%	8.55%

Decompression Bid
contingency
Sub-Total
Internal Labor
Eng Review
Total

\$ 804,368

Year	MACRS Rates	MACRS Table	Book Depreciation	Delta	Tax Rate	DIT	ADIT	Rate Base	Return Required	O&M - Ins 1.7% escalator (2)	Revenue Requirement	Dth Projections (1)	\$/Dth	Rudarpa Fee 1.7% escalator (2)	Delivered COG	TREC Estimate (3)	COG W/TREC		
								\$15,304,368											
1	3.75%	\$ 573,914	\$ 765,218	\$ 191,305	27.48%	\$ 52,571	\$ 52,571	\$14,591,720	\$1,277,802	\$ 10,000.00	\$2,053,020	538,083	\$3.82	\$6.11	\$9.93	1st five	\$ 4.32	\$5.61	1st five
2	7.22%	\$ 1,104,822	\$ 765,218	\$ (339,604)	27.48%	\$ (93,323)	\$ (40,753)	\$13,733,178	\$1,210,647	\$ 10,170.00	\$1,986,035	572,077	\$3.47	\$6.21	\$9.69	levelized	\$ 4.32	\$5.37	levelized
3	6.68%	\$ 1,021,873	\$ 765,218	\$ (256,654)	27.48%	\$ (70,529)	\$ (111,281)	\$12,897,431	\$1,138,231	\$ 10,342.89	\$1,913,792	532,220	\$3.60	\$6.32	\$9.92	\$9.86	\$ 4.32	\$5.60	\$5.540
4	6.18%	\$ 945,351	\$ 765,218	\$ (180,132)	27.48%	\$ (49,500)	\$ (160,782)	\$12,082,713	\$1,067,687	\$ 10,518.72	\$1,843,425	572,977	\$3.22	\$6.43	\$9.64	\$	\$ 4.32	\$5.32	
5	5.71%	\$ 874,339	\$ 765,218	\$ (109,120)	27.48%	\$ (29,986)	\$ (190,768)	\$11,287,508	\$998,877	\$ 10,697.54	\$1,774,793	494,219	\$3.59	\$6.54	\$10.13	\$	\$ 4.32	\$5.81	
6	5.29%	\$ 808,836	\$ 765,218	\$ (43,617)	27.48%	\$ (11,986)	\$ (202,754)	\$10,510,304	\$931,670	\$ 10,879.40	\$1,707,768	458,786	\$3.72	\$6.65	\$10.37	2nd five	\$ 4.32	\$6.05	2nd five
7	4.89%	\$ 748,077	\$ 765,218	\$ 17,141	27.48%	\$ 4,710	\$ (198,044)	\$9,749,795	\$865,946	\$ 11,064.35	\$1,642,229	425,750	\$3.86	\$6.76	\$10.62	levelized	\$ 4.32	\$6.30	levelized
8	4.52%	\$ 692,064	\$ 765,218	\$ 73,155	27.48%	\$ 20,103	\$ (177,941)	\$9,004,680	\$801,593	\$ 11,252.44	\$1,578,064	394,946	\$4.00	\$6.88	\$10.87	\$10.77	\$ 4.32	\$6.55	\$6.45
9	4.46%	\$ 682,881	\$ 765,218	\$ 82,337	27.48%	\$ 22,626	\$ (155,314)	\$8,262,088	\$738,007	\$ 11,443.73	\$1,514,669	375,000	\$4.04	\$6.99	\$11.03	\$	\$ 4.32	\$6.71	
10	4.46%	\$ 682,728	\$ 765,218	\$ 82,491	27.48%	\$ 22,668	\$ (132,646)	\$7,519,538	\$674,530	\$ 11,638.27	\$1,451,386	375,000	\$3.87	\$7.11	\$10.98	\$	\$ 4.32	\$6.66	
11	4.46%	\$ 682,881	\$ 765,218	\$ 82,337	27.48%	\$ 22,626	\$ (110,020)	\$6,776,946	\$611,052	\$ 11,836.12	\$1,388,107	314,478	\$4.41	\$7.23	\$11.65	last seven	\$ 4.32	\$7.33	last seven
12	4.46%	\$ 682,728	\$ 765,218	\$ 82,491	27.48%	\$ 22,668	\$ (87,351)	\$6,034,396	\$547,575	\$ 12,037.34	\$1,324,831	291,197	\$4.55	\$7.35	\$11.90	levelized	\$ 4.32	\$7.58	levelized
13	4.46%	\$ 682,881	\$ 765,218	\$ 82,337	27.48%	\$ 22,626	\$ (64,725)	\$5,291,804	\$484,098	\$ 12,241.97	\$1,261,559	270,000	\$4.67	\$7.48	\$12.15	\$11.89	\$ 4.32	\$7.83	\$7.57
14	4.46%	\$ 682,728	\$ 765,218	\$ 82,491	27.48%	\$ 22,668	\$ (42,056)	\$4,549,254	\$420,621	\$ 12,450.09	\$1,198,290	270,000	\$4.44	\$7.61	\$12.05	\$	\$ 4.32	\$7.73	
15	4.46%	\$ 682,881	\$ 765,218	\$ 82,337	27.48%	\$ 22,626	\$ (19,430)	\$3,806,662	\$357,144	\$ 12,661.74	\$1,135,024	270,000	\$4.20	\$7.74	\$11.94	\$	\$ 4.32	\$7.62	
16	4.46%	\$ 682,728	\$ 765,218	\$ 82,491	27.48%	\$ 22,668	\$ 3,238	\$3,064,112	\$293,667	\$ 12,876.99	\$1,071,762	270,000	\$3.97	\$7.87	\$11.84	\$	\$ 4.32	\$7.52	
17	4.46%	\$ 682,881	\$ 765,218	\$ 82,337	27.48%	\$ 22,626	\$ 25,865	\$2,321,520	\$230,190	\$ 13,095.90	\$1,008,504	270,000	\$3.74	\$8.00	\$11.74	\$	\$ 4.32	\$7.42	
18	4.46%	\$ 682,728	\$ 765,218	\$ 82,491	27.48%	\$ 22,668	\$ 48,533	\$1,578,970	\$166,713	\$ 13,318.53	\$945,249	270,000	\$3.50	\$8.14	\$11.64	\$	\$ 4.32	\$7.32	
19	4.46%	\$ 682,881	\$ 765,218	\$ 82,337	27.48%	\$ 22,626	\$ 71,159	\$836,378	\$103,235	\$ 13,544.94	\$881,999	270,000	\$3.27	\$8.28	\$11.54	\$	\$ 4.32	\$7.22	
20	4.46%	\$ 682,728	\$ 765,218	\$ 82,491	27.48%	\$ 22,668	\$ 93,828	\$93,828	\$39,758	\$ 13,775.21	\$818,752	270,000	\$3.03	\$8.42	\$11.45	\$	\$ 4.32	\$7.13	
21	2.23%	\$ 341,440																	

(1) No Landfill Expansion
(2) Last ten year average
(3) Mid-Point of estimate range



February 27, 2018

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This letter of intent (“**Letter of Intent**”) sets forth the material terms and conditions under which Liberty Utilities (EnergyNorth Natural Gas – Keene Division) Corp d/b/a Liberty Utilities (“**Liberty**” or the “**Company**”) will provide renewable natural gas (**RNG**) supply and distribution services to [REDACTED] Liberty and [REDACTED] for the purposes of this Letter of Intent are, collectively, the “**Parties**.”

Liberty is a regulated natural gas utility serving approximately 91,000 customers in New Hampshire, including in Keene where the Company provides propane distribution services to 1,250 customers. Liberty is proposing a multistage project, which would bring natural gas service to residential, commercial, and industrial customers in Keene. Liberty intends to design, develop, permit, construct, own, and operate a regulated natural gas distribution system with the primary supply of natural gas to the system in the form of RNG, LNG and/or CNG (the **Project**). RNG will be the fuel source provided for [REDACTED] unless otherwise agreed upon by Parties. The Parties acknowledge that significant time and financial resources will be incurred by Liberty to develop the Project and by executing this Letter of Intent [REDACTED] is expressing its intent to use RNG as a fuel source.

This non-binding Letter of Intent is not binding on any Party and shall not create any obligation or commitment of any kind (except for Section 6 and 7(iv)), including to enter into definitive documentation or to give any rights or claims in the event that for any reason any party terminates negotiations with respect thereto. The material terms and conditions set forth in this non-binding Letter of Intent are intended to be the subject of further discussions and may be incorporated into legally binding definitive agreements (the “**Definitive Agreements**”), which Definitive Agreements will contain additional terms and conditions yet to be agreed upon.

1. Description of [REDACTED]

- (i) The Parties acknowledge that the intent of the Project is to locate all or substantially all of the fuel delivery equipment at a site owned by Liberty with the only equipment located on [REDACTED] property being the natural gas service riser, regulator(s) and gas meter.

- (ii) The Parties acknowledge that certain modifications to the [REDACTED] boiler plant will be necessary to allow [REDACTED] to use RNG from the Project as one of its sources of fuel. The Parties shall work together to determine the supply and design requirements. The Parties agree that the transition point between Liberty owned equipment and [REDACTED] owned equipment shall be the outlet flange of the gas meter.
- (iii) The Parties agree that [REDACTED] will maintain its current fuel supply systems and be able to operate as a dual fuel system.

2. Description of Liberty Facilities.

Liberty has completed preliminary scoping of the Project based on its understanding of the peak and average volumes of customer demand. It owns and has full control of approximately 17 acres of industrial zoned property that it intends to use for the primary delivery, storage, vaporization, and delivery equipment. Liberty anticipates that the Project will consist of the following primary equipment.

- (i) **Distribution:** Liberty will construct, own and operate certain fuel delivery and supply equipment and utility distribution piping within the City of Keene which will vaporize, odorize and distribute sufficient quantities, in supply and pressure, of natural gas to the [REDACTED]. Such fuel and distribution equipment shall include, but is not limited to, vaporizers, mercaptan odorization, gas regulators, gas meters, underground gas distribution piping and system control mechanisms. Liberty will maintain all material and equipment required to deliver natural gas to the [REDACTED] as part of the distribution services pricing contract.
- (ii) **Supply:** Liberty will construct, own and operate a natural gas decompression facility as part of the Project that will be utilized to provide RNG supply to [REDACTED].
- (iii) Pricing of gas distribution service provided by Liberty to [REDACTED] shall be based on Liberty's investment in the equipment necessary to serve [REDACTED] as described above, and shall be sufficient to yield a reasonable return to Liberty, taking into account anticipated delivery sales and minimum quantities of gas delivery services.

3. Liberty - [REDACTED]

- (i) Liberty has entered into contracts with large commercial customers and/or customers that will require substantial utility system modifications to establish gas supply services. These special contracts ("**Special Contracts**") are negotiated and executed between the utility and customer and approved by the New Hampshire Public Utilities Commission and are the definitive document providing the details of service and pricing.

- (ii) The Special Contract will include mutually agreeable terms that are typical for agreements for the delivery and sale of gas services to customers of similar size and operating characteristics. These terms will include, but are not be limited to, the following:
 - (a) [REDACTED] will purchase all RNG delivery services for the contemplated purposes from Liberty.
 - (b) The Parties will agree on minimum and maximum quantities of gas delivery services.
 - (c) The Parties will agree on contract length, renewal, confidentiality and exit options.
 - (d) [REDACTED] shall maintain properly trained employees able to manage the operation of a dual fuel system.
- (iii) The Parties recognize and agree that finalization of the Special Contract is dependent upon the Parties agreeing upon mutually acceptable terms (including, without limitation, agreement to acceptable payment terms and to comply with all applicable laws and regulations), and upon receipt of all necessary internal approvals, up to and including approvals of the management of both Parties. The Parties hereunder shall only be obligated to negotiate in good faith to attempt to agree upon the terms of a Special Contract, and nothing contained herein shall require any party to enter into any Special Contract or any other definitive agreement unless the terms thereof are satisfactory to such Party in its sole discretion.
- (iv) The Parties agree and understand that any Special Contract is subject to the approval of the New Hampshire Public Utilities Commission.

5. Fuel Commodity Purchase

The Parties agree to negotiate in good faith the terms and conditions for the purchase and delivery of RNG as needed to support the fuel requirements of [REDACTED]. Unless otherwise agreed upon by the Parties, all State of New Hampshire environmental attributes related to RNG delivered to [REDACTED] will be owned by [REDACTED].

6. Exclusivity

Until mutually agreed upon by the Parties, Liberty shall maintain the exclusive right to negotiate with [REDACTED] for the delivery, storage, vaporization, ordorization, and distribution of RNG services to [REDACTED]. This exclusive right will be for a period of one year and will continue on a month to month basis thereafter unless terminated with thirty (30) days written notice.

7. **General Provisions.**

- (i) **Representations Regarding this Letter of Intent.** By their execution of this non-binding Letter of Intent, the Parties represent and warrant that they are authorized to enter into this Letter of Intent, that it does not conflict with any contract, lease, instrument, or other obligation to which either is a party or by which either is bound, and that, to the extent specifically so described in the preamble hereto, it represents their valid and binding obligation, enforceable in accordance with its terms.
- (ii) **Notices.** Any notices to be given hereunder by either Party to the other shall be in writing and shall be sent by electronic mail with confirmation sent via regular mail, addressed to the other Party at the address set forth below, or at such other address as such Party may specify in writing as provided below:



Attention: [Redacted]
Email: [Redacted]

To Liberty
116 North Main St
Concord, NH 03301
Attention: William Clark
Email: william.clark@LibertyUtilities.com

Notices shall be effective upon confirmation of receipt.

- (iii) **No Consequential Damages.** No Party shall be responsible to any other Party for any consequential damages of any kind arising hereunder and directly related to this Letter of Intent.
- (iv) **Confidentiality.** The Parties agree that during the term of this Letter of Intent, a Party may obtain access to certain confidential and proprietary business and commercial information of another Party or of third parties, and agree to maintain the confidentiality of such information. Upon termination of this Letter of Intent, any confidential or proprietary information in the possession of either Party shall be returned to the other Party and/or destroyed with notification and proof of destruction to the appropriate Party.
- (v) **Waiver.** The waiver by either Party of a breach of any term or provision of this Letter of Intent shall not operate or be construed as a waiver of any subsequent breach of the same provision or of the breach of any other term or provision of this Letter of Intent.

- (vi) **Counterparts.** This Letter of Intent may be executed in two or more counterparts, each of which shall be deemed an original, and which together shall constitute one and the same agreement.
- (vii) **Governing Law.** This Letter of Intent shall be governed by and construed in accordance with the laws of the New Hampshire.

If the foregoing is acceptable to you, please countersign this Letter of Intent where indicated below and return a copy to me.

**LIBERTY UTILITIES (ENERGYNORTH
NATURAL GAS) CORP.**

By: 

Name: William J Clark

Title: Director, Business Development

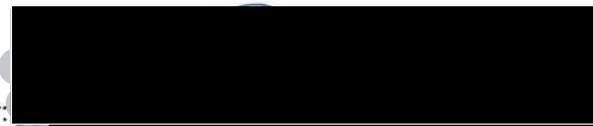


By: 

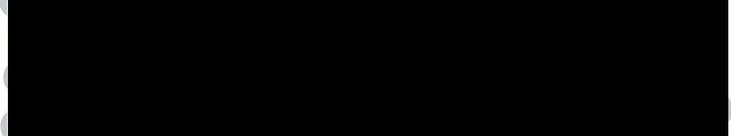
Name: 

Title: 



By: 

Name: 

Title: 



August 29, 2018

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This letter of intent (“**Letter of Intent**”) sets forth the material terms and conditions under which Liberty Utilities (EnergyNorth Natural Gas) Corp d/b/a Liberty Utilities (“**Liberty**” or the “**Company**”) will provide renewable natural gas (RNG) supply and distribution services to [REDACTED] Liberty and [REDACTED] for the purposes of this Letter of Intent are, collectively, the “**Parties**.”

This Letter of Intent is not binding on either party and shall not create any obligation or commitment of any kind (except for Section 6), including to enter into a definitive agreement or to give any rights or claims in the event that for any reason either party terminates negotiations with respect thereto. The material terms and conditions set forth in this non-binding Letter of Intent are intended to be the subject of further discussions and then incorporated into a legally binding definitive agreement, which definitive agreement may contain additional terms and conditions yet to be agreed upon by the Parties.

1. Description of Stonyfield Facilities.

- (i) The Parties acknowledge that the intent of the project is to locate all or substantially all of the fuel delivery equipment at a site owned by Liberty with the only equipment located on [REDACTED] property being the natural gas service riser, regulator(s) and gas meter (the “Project”).
- (ii) The Parties acknowledge that certain modifications to the [REDACTED] natural gas metering facilities as well as customer owned natural gas piping may be necessary to allow [REDACTED] to utilize RNG from the Project as its primary source of fuel. The Parties shall work together to determine the supply and design requirements. The Parties agree that the transition point between Liberty owned equipment and [REDACTED] owned equipment shall be the outlet flange of the gas meter.

2. Description of Liberty Facilities.

Liberty has completed preliminary scoping of the Project based on its understanding of the peak and average volumes of customer demand. Liberty intends to utilize existing company property for the primary delivery, storage, decompression, and delivery equipment. Liberty anticipates that the Project will consist of the following primary equipment.

- (i) **Distribution:** Liberty will construct, own and operate certain fuel delivery and metering equipment to distribute sufficient quantities, in supply and pressure, of natural gas to the [REDACTED] facilities. Liberty will maintain all material and equipment required to deliver natural gas to the [REDACTED] facilities as part of the distribution services pricing contract.
- (ii) **Supply:** Liberty will construct, own and operate a natural gas decompression facility as part of the Project that will be utilized to provide RNG supply to [REDACTED] and other Liberty customers.

3. Liberty – [REDACTED] Special Contract

- (i) Liberty has entered into contracts with large commercial customers and/or customers that will require substantial utility system modifications to establish gas supply services. These special contracts are negotiated and executed between the utility and customer and approved by the New Hampshire Public Utilities Commission and are the definitive document providing the details of service and pricing.
- (ii) The definitive agreement being considered by the Parties will include mutually agreeable terms that are typical for agreements for the delivery and sale of gas services to customers of similar size and operating characteristics. These terms will include, but are not be limited to, the following:
 - (a) [REDACTED] purchasing all RNG delivery services from Liberty.
 - (b) The Parties agreeing on minimum and maximum quantities of gas delivery services.
 - (c) The Parties agreeing on contract length, renewal, and exit options.
 - (d) Liberty conveying all State of New Hampshire renewable attributes to [REDACTED]
- (iii) The Parties recognize and agree that finalization of the definitive agreement is dependent upon the Parties agreeing upon mutually acceptable terms (including, without limitation, agreement to acceptable payment terms and to comply with all applicable laws and regulations), and upon receipt of all necessary internal approvals, up to and including approvals of the management of both Parties. The Parties hereunder shall only be obligated to negotiate in good faith to attempt to agree upon the terms of a definitive agreement, and nothing contained herein shall require any party to enter into any definitive agreement unless the terms thereof are satisfactory to such Party in its sole discretion.

- (iv) The Parties agree and understand that any definitive agreement is subject to the approval of the New Hampshire Public Utilities Commission.

5. Fuel Commodity Purchase

The Parties agree to negotiate in good faith the terms and conditions for the purchase and delivery of RNG as needed to support the fuel requirements of [REDACTED]

6. General Provisions.

- (i) **Representations Regarding this Letter of Intent.** By their execution of this non-binding Letter of Intent, the Parties represent and warrant that they are authorized to enter into this Letter of Intent, that it does not conflict with any contract, lease, instrument, or other obligation to which either is a party or by which either is bound, and that, to the extent specifically so described in the preamble hereto, it represents their valid and binding obligation, enforceable in accordance with its terms.
- (ii) **Notices.** Any notices to be given hereunder by either Party to the other shall be in writing and shall be sent by fax with confirmation sent via regular mail, addressed to the other Party at the address set forth below, or at such other address as such Party may specify in writing as provided below:

[REDACTED]
[REDACTED]
[REDACTED]
Attention: [REDACTED]
Email: [REDACTED]

To Liberty
116 North Main St
Concord, NH 03301
Attention: William Clark
Email: william.clark@LibertyUtilities.com

Notices shall be effective upon receipt.

- (iii) **Confidentiality.** The Parties agree that during the term of this Letter of Intent, a Party may obtain access to certain confidential and proprietary business and commercial information of another Party or of third parties, and agree to maintain the confidentiality of such information in accordance with the terms of the NDA executed by the Parties as of August 9, 2018 (the "NDA"). Upon termination of this Letter of Intent, any confidential or proprietary information in the possession of either Party shall be returned to the other Party and/or destroyed with

notification and proof of destruction to the appropriate Party. The NDA shall survive termination of this Letter of Intent.

- (iv) **Governing Law.** This Letter of Intent shall be governed by and construed in accordance with the laws of the New Hampshire.

If the foregoing is acceptable to you, please countersign this Letter of Intent where indicated below and return a copy to me.

**LIBERTY UTILITIES (ENERGYNORTH
NATURAL GAS) CORP.**

By: William J Clark Digitally signed by William J Clark
Date: 2018.08.29 14:04:55 -04'00'

Name: William J Clark

Title: Director, Business Development

[Redacted]

By: [Redacted]

Name: [Redacted]

Title: [Redacted]

	Days		Total	RNG supply 5 yr average	Socialized		
January	31		27,042	46,026	18,984	Production Facility	1484.70
February	28		23,270	41,572	18,302	Daily 5 Year Average	
March	31		23,491	46,026	22,535		
April	30		19,486	44,541	25,055		
May	31		17,670	46,026	28,356		
June	30		15,364	44,541	29,177		
July	31		16,274	46,026	29,752		
August	31		13,909	46,026	32,117		
September	30		16,472	44,541	28,069		
October	31		20,047	46,026	25,979		
November	30		22,334	44,541	22,207		
December	31		25,642	46,026	20,384		
	365		241,001	541,915	300,914		



5/24/2018

Liberty Utilities
15 Buttrick Road
Londonderry, NH 03053

Attention: Mr. William Clark
Director of Business Development

RE: Quotation # 2018-067
Construction Estimate for the EnergyNorth RNG Project

Dear Mr. Crawford:

Pursuant to your request i3 Services, LLC. ("i3"; "Contractor") hereby submits this proposal and pricing to complete the work described here within for Liberty Utilities ("Owner"; "Customer"). The following information is based upon conversations with the Owner and information provided by the Owner.

SCOPE OF SERVICES

I3 will provide the necessary labor, equipment and materials to perform the following tasks:

- Supply and install (1) pressure reduction station designed and constructed to DOT 192 and NH PUC requirements. System will be designed to handle a max flow rate of [REDACTED] SCFH with an outlet pressure range of [REDACTED] PSI
- Supply all craning and rigging for the placement of equipment.
- Supply and install grounding protection as required by code.
- Supply and install level parking area with 3 inches of asphalt paving.
- Supply and install interconnecting piping designed and constructed to meet NH PUC requirements.
- All sitework to make the site ready to receive the equipment to include gravel pads for equipment.
- Furnish and install bollards in parking area to protect equipment.
- Supply and Install (2) unload stanchions and piping to include breakaway fitting.
- Supply and Install electrical disconnect for the equipment.
- Supply and install remote emergency shut-down system.
- Supply and install all coatings for all piping and components installed including required labels and designations.
- Supply and install interconnecting piping from the outlet of the station to the connection point on the existing pipeline. (estimated at approximately 50 Feet)
- I3 has **included** all excavation and backfilling, concrete work, including seeding and site cleanup.



- I3 will perform all required documentation for turn over including As-Built stamped drawings if required, OEM and Inspection manuals, Start-Up and Commissioning, Jurisdictional compliance start-up.

I3 has allocated (2) Welding/LP Technician, (1) site supervisor for a period not to exceed (20) Days to complete the scope of services described above.

All work will comply with NGA Plastic fusion processes and qualifications for operators. All Personnel will be qualified and licensed to perform work per the local and State regulations of New Hampshire. All NG installations will conform to NFPA 54,58, ASME B31.1 section 9 Process Piping and DOT 192. Welder Qualifications WPS and QPR will be submitted with formal submission. OQ Qualifications for PHIMSA/DOT according to 49 CFR 192 2004 ed. Installations for all aspects of project scope will be submitted.

EXCLUSIONS & ASSUMPTIONS

1. i3 assumes that any third party site contractor working for the Owner will not impede its progress or delay its scope of services. I3 reserves the right to invoice for any time delays caused by the third party site contractor.
2. i3 will make a best effort to maintain the plant in full operation during construction, however cannot guarantee this should site conditions or other deterrents outside of i3's control affect this goal.
3. If the Owner requests any additional materials or scope that have not been identified above, i3 will provide these materials at a cost plus 15% markup to be invoiced to the Owner in addition to the lump sum price provided below.
4. I3 assumes electrical power sufficient for the project is in close proximity to the proposed jobsite. (within 100 feet)

PRICING

Lump Sum **Estimate** base bid in accordance with the Scope of Services:



INSURANCE

i3 will provide the following insurance standard to its operation. Any additional coverage not listed below will be quoted upon request and paid for by the Customer if i3 is able to obtain the additional coverage.

General Liability		Workers Compensation	
Each Occurrence	\$1,000,000.00	Each Accident	\$1,000,000.00
Damage-Rented Premises	\$100,000.00	Disease-Each Employee	\$1,000,000.00
Medical Expense (any one person)	\$5,000.00	Disease-Policy Limit	\$1,000,000.00
Personal and Adv. Injury	\$1,000,000.00		



General Aggregate	\$2,000,000.00	Auto Liability	\$1,000,000.00
Products-Comp/OP Aggregate	\$2,000,000.00		

PAYMENT TERMS

35% of the contract value is to be invoiced upon acceptance of this proposal and paid prior to the commencement of work. The balance shall be invoiced on a monthly basis.

RETAINAGE

Pricing is based on no retainage being withheld. Should retainage be required, i3 reserves the right to revise pricing and payment terms.

CANCELLATION

Should this project be cancelled by the Owner for any reason after acceptance of this proposal, execution of a contract, issuance of a PO or any other document, i3 reserves the right to invoice for any time on site, material restocking fees, subcontractor fees, prints and or any other related costs that may have been incurred on the project to date of cancellation.

ADDITIONAL TERMS

1. Pricing is contingent upon the Customer obtaining any necessary permits (e.g. State, local, federal or any other). i3 will assist in obtaining the local AHJ to help the Customer obtain permits in a timely manner if requested. i3 will provide valid licensing for the state in which the work is to be performed.
2. Pricing is not inclusive of union or prevailing wage rate. If required, i3 reserves the right to provide an updated proposal and pricing to reflect the increased costs.
3. i3 will make a best effort to maintain the plant in full operation during construction, however cannot guarantee this should site conditions or other factors outside of i3's control requires a plant shutdown.
4. i3 will honor the manufacturer's warranty on materials and replace those materials in accordance with the manufacturer's warranty and protocol. If the materials do not come with a manufacturer's warranty, i3 will in no way be responsible for the replacement cost of that material or the cost for the labor and equipment to replace those materials. i3 makes no other warranties, express or implied, and specifically disclaims any warranty of merchantability or fitness for particular purpose.

CIVIL AND SITE WORK EXCLUSIONS AND ASSUMPTIONS

1. Pricing assumes that any civil work and or excavation required in conjunction with this proposal will be completed between April 1st and November 15th. If civil work and or excavation is required outside of this time period i3 reserves the right to invoice for additional costs required to perform the work in winter conditions.
2. Pricing assumes that there will not be any sub-surface obstructions encountered during excavation for the tank pier footings, underground piping, etc. These obstructions may



include, but are not be limited to ledge, existing and or abandoned foundations, boulders too large to be removed with available equipment and any other obstructions.

3. Pricing assumes that any and all underground utilities will be identified by the Customer and clearly marked prior to i3 commencing its work. Any damage to unmarked underground utilities and the repair thereof will be the sole responsibility of the Owner.
4. Pricing assumes that excavation shall occur in areas that do not require saw-cutting, asphalt cutting or any other surface that cannot be easily excavated with a small excavator. If surface material requires additional equipment and or additional time, i3 reserves the right to invoice for the additional associated costs.
5. Pricing is not inclusive of dewatering. If dewatering is required, i3 reserves the right to invoice the Owner for the additional associated costs.

This proposal remains open for a period of thirty (30) calendar days from the date first written above and will subject to an escalation if the work does not commence within 90 days of execution of the contract. This proposal supersedes any and all proposals and/or correspondence previously submitted on the above referenced projects. When accepted by you, this proposal will be made part of our agreement, either as the guiding document or attached to a purchase order. i3 appreciates the opportunity to submit this proposal and pricing schedule for the items on this project. If you have questions or comments regarding any aspects of this proposal, please contact Matthew Campano at (603) 836-4004 or by email mcampano@i3-usa.com. If the above arrangements are satisfactory to you, please indicate your acceptance by signing and returning one copy of this proposal.

Sincerely yours,
i3 Services, LLC.

Matthew Campano
Chief Operating Officer

Date: 5/24/2018

This proposal is understood and accepted by the
Owner:

By _____
(authorized signature)

By _____
(print or type name)

Date _____

Resolution Supporting Pipeline Quality Biomethane Development as a Renewable Gas Resource in the Clean Energy Economy

WHEREAS, Critical legislation is under consideration in the U.S. House of Representatives and the U.S. Senate that seeks to create clean energy jobs, achieve energy independence, mitigate the effects of climate change, and transition to a clean energy economy; *and*

WHEREAS, The transformation to a clean energy economy and sustainable American economic and international policy leadership will require properly designed market incentives, as well as increased investment in human and technological capital; *and*

WHEREAS, Transitioning to a clean energy economy will require a robust portfolio of cost-effective and environmentally benign renewable energy resources that achieve greenhouse gas reductions and provide safe, affordable, and reliable energy to consumers; *and*

WHEREAS, According to the Energy Information Administration, natural gas consumption accounted for 23.9 percent¹ of total primary energy consumption (99.4 quads) in the United States in 2008, and will continue to be a strategic resource that delivers significant greenhouse gas reductions, enables the development of intermittent renewable resources such as wind and solar, and provides a foundational fuel for residential, commercial and industrial end-use; *and*

WHEREAS, Emerging renewable sources of natural gas have great potential to complement the critical role of traditional natural gas supplies in the clean energy economy; *and*

WHEREAS, Biogas is derived from the decay of organic materials through anaerobic digestion and thermal gasification, and varies in chemical composition but is primarily comprised of methane, a greenhouse gas which is at least 20 times more potent than carbon dioxide when directly released to the atmosphere;² *and*

WHEREAS, Methane from renewable gas can be captured, cleaned, and converted into biomethane through the use of proven gas conditioning technologies, transported by the existing gas pipeline system, stored and/or delivered for productive use in renewable electricity generation, clean transportation, or commercial, industrial and residential end use; *and*

WHEREAS, Biogas from manure, agricultural and food waste, landfills, wastewater treatment facilities, sustainable biomass, and other viable sources could provide a significant renewable gas resource, which, when conditioned into pipeline quality biomethane, is interchangeable with conventional natural gas,³ efficient in the use of existing natural gas storage, transmission, and distribution infrastructure, and is a suitable renewable fuel for use in the transportation sector and in today's most efficient combined-cycle natural gas-powered electric generation facilities; *and*

¹ *Electric Power Monthly*. United States Energy Information Administration, 15 Oct. 2009. Web. 3 Nov. 2009. <http://www.eia.doe.gov/emeu/mer/pdf/pages/sec1_7.pdf>

² Eaves, Michael, Clean Energy. "Biomethane Renewable Natural Gas: California Energy Commission Workshop on Natural Gas and Propane Vehicles." September 18, 2009.

³ Renewable Energy Institute, "EPA Moves Closer to Regulating Greenhouse Gas Emissions." 18 April 2009.

WHEREAS, Federal incentives are available for renewable electricity from solar, wind, biomass, and geothermal resources, but are not available for the development or production of renewable pipeline quality biomethane; *and*

WHEREAS, The current Renewable Electricity Production Tax Credit provides a per-kilowatt-hour production tax credit for wind and geothermal projects, and a per-kilowatt-hour production tax credit for on-site generation from biomass and landfill gas projects;⁴ *and*

WHEREAS, The current Business Energy Investment Tax Credit⁵ provides a 30 percent federal investment tax credit or grant for solar, wind and fuel cell facilities, and a 10 percent investment tax credit or grant for geothermal, microturbines, and combined heat and power energy facilities; *and*

WHEREAS, Renewable pipeline biomethane facilities do not qualify for investment tax credit incentives under the Business Energy Investment Tax Credit, and renewable pipeline biomethane production does not qualify for production tax credit incentives under the current Renewable Electricity Production Tax Credit; *and*

WHEREAS, There are current legislative proposals under consideration in the U.S. House of Representatives and the U.S. Senate that would support the development of renewable pipeline quality biomethane by providing incentives that are comparable to existing incentives for the development of other forms of renewable electricity; *now, therefore be it*

RESOLVED, That the Board of Directors of the National Association of Regulatory Utility Commissioners, convened at its 2010 Winter Committee Meetings in Washington, D.C., supports the role and development of biogas, and in particular, pipeline quality biomethane, as a feasible renewable fuel in an effort to capture methane greenhouse gas emissions and simultaneously provide an alternative source of renewable energy; *and be it further*

RESOLVED, That the Board of Directors of the National Association of Regulatory Utility Commissioners supports federal incentives for the development of pipeline quality biomethane that are *en par* with incentives currently afforded to other resources for the production of renewable electricity; *and be it further*

RESOLVED, That the Board of Directors of the National Association of Regulatory Utility Commissioners urges the U.S. Senate and the U.S. House of Representatives to approve legislation as a means to provide unequivocal support for pipeline quality biomethane development in order to achieve significant greenhouse gas reductions in the transition to a clean energy economy.

Sponsored by the Committee on Gas

Adopted by the NARUC Board of Directors February 17, 2010

⁴ *The American Jobs Creation Act of 2004* (H.R. 4520) expanded the Production Tax Credit (PTC) to include additional eligible resources: geothermal energy, open-loop biomass, solar energy, small irrigation power, landfill gas and municipal solid waste combustion -- in addition to the formerly eligible wind energy, closed-loop biomass, and poultry-waste energy resources. However, while this includes anaerobic digestion for landfill gas, it does not apply specifically to biomethane production for pipeline use. See http://www.dsireusa.org/incentives/incentive.cfm?Incentive_Code=US13F&re=1&ee=1 for more information.

⁵ The federal business energy investment tax credit available under 26 USC § 48 was expanded significantly by the *Energy Improvement and Extension Act of 2008* (H.R. 1424), enacted in October 2008. However, this does not apply specifically to facilities for biomethane pipeline facilities. See http://www.dsireusa.org/incentives/incentive.cfm?Incentive_Code=US02F&re=1&ee=1.