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Silver Spring, MD

**Experience**

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**NATIONAL REGULATORY RESEARCH INSTITUTE**

Silver Spring, MD

**Research Associate**

7/14-Present

- Author and publish reports on utility regulation issues, with a focus on critical infrastructure cybersecurity
- Present research materials to energy, telecommunications, and water industry representatives, state utility commissioners, and utility commission staff at three annual meetings of up to 1,400 attendees
- Construct training programs regarding energy topics for state utility commissioners and staff, including presentations on cybersecurity, the smart grid, and electric vehicles

**Research Assistant**

12/12-6/14

- Examined and presented data for research reports on energy and telecommunications topics, including net metering programs and telecommunications deregulation
- Supported training programs on regulatory matters to commission staff by organizing and editing materials, answering questions from staff, and presenting material on cybersecurity
- Organized monthly teleseminars on energy and telecommunications topics featuring energy industry and state utility commission representatives

**OFFICE OF U.S. SENATOR SCOTT P. BROWN**

Washington, D.C.

**Intern**

8/12-12/12

- Drafted constituent correspondences on defense, telecommunications, and election reform topics
- Researched and attend briefings on defense, transportation, and economic issues
- Summarized events and issues to senior staff in briefing memos
- Provided legislative information to over fifty callers daily

**Publications and Presentations**

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“Fragmentation in the Water Industry and Regulatory Impacts.” Presented at the Winter Meeting of the National Association of Regulatory Utility Commissioners, Washington, DC: Feb. 2016.

“Protecting Customers: Data Privacy Across Utility Sectors.” Presented at the Annual Meeting of the National Association of Regulatory Utility Commissioners, Austin, TX: Nov. 2015.

*State Approaches to Retention of Nuclear Power Plants.* With Rajnish Barua and Miles Keogh. National Regulatory Research Institute, August 2015.

“Designing Effective Cybersecurity Regulations: Concepts, Misconceptions, and Innovations.” Presented at the Summer Meeting of the National Association of Regulatory Utility Commissioners, New York, NY: Jun. 2015.

*Cybersecurity Challenges for State Utility Regulators.* EnergyBiz, Mar. 2015.

*A Summary of State Regulators' Responsibilities Regarding Cybersecurity Issues.* National Regulatory Research Institute, Dec. 2014.

“State Regulators’ Responsibilities Regarding Cybersecurity Issues.” Presented at the Annual Meeting of the National Association of Regulatory Utility Commissioners, San Francisco, CA: Nov. 2014.

“Cybersecurity.” Presented at the National Regulatory Research Institute Seminar on Energy and Utility Regulatory Matters, Washington, DC: Nov. 2014.

“Cybersecurity.” Presented to the Kentucky Public Service Commission, Frankfort, KY: Oct. 2014.

“All-In Cost/Benefit of Smart Grid.” Presented to the Kentucky Public Service Commission, Frankfort, KY: Oct. 2014.

*A Review of Cost Comparisons and Policies in Utility-Scale and Rooftop Solar Photovoltaic Projects.* With Tom Stanton, Benjamin Atta, Rajnish Barua, Ken Costello, and Rishi Garg. National Regulatory Research Institute (Report Number 14-05), Jun. 2014.

*A Primer on the Status of the Keystone XL Pipeline Project.* National Regulatory Research Institute (Report Number 14-04), Jun. 2014.

“An Overview of the National Capital Region’s Energy Infrastructure.” Presented to the Board of Directors of the Metropolitan Washington Council of Governments with Rajnish Barua, Washington, DC: May 2014.

“A Review of NERC’s CIP Standard Version 5.” Presented at the Winter Meeting of the National Association of Regulatory Utility Commissioners, Washington, DC: Feb. 2014.

“Electric Vehicles: What State Utility Commissions Should Know.” Presented to the South Carolina Public Service Commission with Ken Costello, Columbia, SC: Aug. 2013.

*State and Utility Solar Energy Programs.* With Tom Stanton. National Regulatory Research Institute (Report Number 13-07), Jul. 2013.

*Current Trends in Wind Cost, Viability, and Penetration Levels.* National Regulatory Research Institute, Jul. 2013.

#### Education

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<b>UNIVERSITY OF VERMONT</b>	Burlington, VT
<i>Bachelor of Arts in Political Science</i>	8/08-10/12
<ul style="list-style-type: none"> <li>• Business Management minor</li> <li>• UVM Honors College</li> <li>• National Honors Society</li> <li>• President’s Award for Academic Excellence</li> </ul>	
 <b>NEW MEXICO STATE UNIVERSITY</b>	 Albuquerque, NM
<b>Practical Regulatory Training: The Basics</b>	5/13
A full-time, week-long course on the basics of industry structure and regulation, revenue requirements, cost allocation, rate design, and rate-case procedures.	
 <b>HARVARD UNIVERSITY EXTENSION SCHOOL</b>	 Cambridge, MA
<b>The Cyber World: Governance, Threats, Conflict, Privacy, Identity, and Commerce</b>	12/15
A course exploring the legal, social, and political dynamics of the cyber world, as well as the technical and legal underpinnings of cyber business and cyber conflict.	

## RNG SUPPLY AND TRANSPORTATION AGREEMENT

This RNG SUPPLY AND TRANSPORTATION AGREEMENT (the “**Agreement**”) is made and entered into this 19<sup>th</sup> day of OCT, 2020, by and between RUDARPA North Country, LLC, a Delaware limited liability company (“**Supplier**”), and Liberty Utilities (EnergyNorth Natural Gas) Corp., a New Hampshire corporation (“**Purchaser**”), and, solely for purposes of Section 16.15 hereof, RUDARPA, INC., a Utah Corporation (the “**Parent**”).

### 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.

“**Collateral Agent**” has the meaning set forth in the Senior Credit Facility.

“**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"** shall be the Effective Date of the Prior Agreement, which is May 31, 2018.

**"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.

**“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.

**“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.

**"Parent"** has the meaning set forth in the introductory paragraph to this Agreement.

**"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.

**“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.

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

**“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.

**“Senior Credit Facility”** means that certain Master Credit Agreement, dated the date hereof, among Supplier, the Senior Lender, the other Lenders party thereto, and the NY Green Bank, a division of the New York State Energy Research and Development Authority, as Administrative Agent and Collateral Agent.

**“Senior Lender”** means the New York Green Bank, a division of the New York State Energy Research and Development Authority, as a Lender under the Senior Credit Facility.

**“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).

**“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.

“**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 is attached as Exhibit J hereto, 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 RNG Specifications; (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 RNG Specifications. 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 RNG Specifications 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, except for those provisions in Section 2.10 related to Purchaser's rights to purchase the Production Facility, which purchase would require separate NHPUC approval through a separate NHPUC docket ("**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, 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 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. Purchaser acknowledges a first priority security interest in all of Supplier's assets to be granted to the Collateral Agent under the Senior Credit Facility for the benefit of the Senior Lender and the other Lenders thereunder.

**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 and Purchaser Right of First Refusal.**

(a) Supplier shall not sell the Production Facility to any party prior to the completion of Contract Year 4. After the completion of Contract Year 4, Purchaser shall have the right and option to purchase the Production Facility from Supplier (the “**Purchase Option**”), and purchaser shall also have a right of first refusal with respect to any sale of the Production Facility (the “**Purchaser Right of First Refusal**”). The Purchase Option and Purchaser’s exercise of the Purchaser Right of First Refusal shall be subject to separate NHPUC Approval as described in Section 2.5 and 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.

(b) **Purchase Option.** 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**”). 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. 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. In connection with the consummation of the sale and purchase of the Production Facility pursuant to Purchaser’s exercise of the Purchase Option, Purchaser shall have the right to terminate this Agreement upon thirty (30) days’ prior written notice to Supplier.



(c) **Purchaser Right of First Refusal.** In the event Supplier signs an agreement for the sale of the Production Facility to a third party, Supplier shall provide Purchaser with written notice of such agreement. In the event Purchaser elects to exercise its rights of first refusal under this Article 2.10, Purchaser shall provide written notice of its election to Supplier within thirty days from the date of receiving notice from Supplier. Upon receipt of Purchaser's notice, the parties shall negotiate in good faith the terms and conditions of Purchaser's exercise of the right of first refusal at the price contained in the third party's offer, and under terms and conditions substantially similar to the applicable terms and conditions contained in this Agreement. Failure by the Purchaser to timely notify Supplier of its desire to exercise the right of first refusal shall be deemed an election by Purchaser to not acquire the Production Facility. In the event that the parties are unable to successfully negotiate the purchase terms and conditions within one hundred twenty days of the date Purchase notified Supplier of its intent to exercise Purchaser's right of first refusal, either party may give notice to the other party terminating negotiations and Supplier shall have the right to sell to the third party. During the period of time that the parties are negotiating, each party shall continue to fulfill its respective obligations under this Agreement. If a Party terminates negotiations after 120 days, (i) the parties shall cease negotiation of the purchase terms, and (ii) this Agreement shall continue in full force and effect unless terminated in accordance with its terms. The provisions of this Section 2.10(c) shall not apply to a sale of the Production Facility conducted by or on behalf of the Collateral Agent for the benefit of the Senior Lender as part of the exercise of its rights with respect to the Production Facility, or the other assets of the Supplier, as a secured party under the Senior Credit Facility and the loan documents ancillary thereto.

(d) **Consent of the Senior Lender.** Purchaser acknowledges that the Supplier is prohibited under the terms of the Senior Credit Facility from transferring any of its assets, including the Production Facility. Accordingly, Purchaser acknowledges and agrees that Supplier shall not sell, and the Purchaser shall not purchase, the Production Facility without the prior written consent of the Senior Lender. Nothing in the Section 2.10 is intended to interfere with the security interest granted by Supplier to the Collateral Agent under the Senior Credit Facility for the benefit of the Senior Lender and the other Lenders thereunder, or with the exercise by such Collateral Agent of any of its rights with respect to the Production Facility, or the other assets of the Supplier, as a secured party under the Senior Credit Facility and the loan documents ancillary thereto.

**2.11 Continuing O&M Services.** If Purchaser exercises the Purchase Option and buys the Production Facility, Purchaser shall contract separately with the Parent for operation and maintenance services to the Production Facility consistent with the terms of this Agreement and all applicable industry standards.

**2.12 [Reserved.]**

### **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 and the obligation 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 RNG Specifications, 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 RNG Specifications, Purchaser shall have no obligation to purchase or accept any RNG under this Agreement until Supplier can demonstrate Attestation Compliance with the RNG Specifications 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.

### **3.10 Fulfillment by Shell.**

(a) Purchaser agrees that Supplier may from time to time fulfill its obligations under Section 3.1(a) above by selling the RNG to Shell Energy North America (US), L.P or some other similarly qualified Third Party entity that is in the business of supplying natural gas and which qualified entity is acceptable to Purchaser in its reasonable discretion (each, a Third Party Fulfillment Company"). The Third Party Fulfillment Company shall purchase from Supplier and take title of the RNG and immediately sell the RNG to Purchaser in compliance with all the other terms and provisions of this Agreement. Each Third Party Fulfillment Company shall agree in a written contract (a "Third Party Agreement") to assume and satisfy all the obligations of Supplier under this Agreement with respect to the sale and delivery (but not the production) of the RNG to Purchaser. Each Third Party Agreement shall provide that the performance by the Third Party Fulfillment Company shall not result in (i) the imposition on Purchaser of any costs or obligations in excess of those costs and obligations that would be imposed on Purchaser if Supplier were selling the RNG directly to Purchaser; or (ii) the diminution of any of Purchaser's rights under this Agreement. Supplier shall deliver to Purchaser a fully executed copy of each Third Party Agreement not less than sixty (60) days prior to the date on which the Third Party Fulfillment Company shall begin performing its obligations thereunder. Purchaser acknowledges that delivery by Supplier to the Third Party Fulfillment Company of RNG in conformance with the volume and quality requirements set forth in this Agreement shall constitute complete fulfillment by Supplier of its obligations to deliver RNG to Purchaser hereunder.

(b) Any settlement of accounts or payments to be made by Purchaser as consideration for its purchase of the RNG while a Third Party Agreement is in effect will be made directly to or coordinated with the Third Party Fulfillment Company, and such payments made to or in settlement with the Third Party Fulfillment Company will satisfy all payment obligations of Purchaser for the purchase of RNG under this Agreement as fully as if such payments were made directly to Supplier.

(c) Supplier and Purchaser agree that once a Third Party Agreement with Supplier is effective, the Supplier shall look solely to the Third Party Fulfillment Company for payment for the RNG delivered by the Supplier. The specifics of such payment between the Third Party Fulfillment Company and Supplier shall be included in the Third Party Agreement.

(d) Upon the expiration or termination of any Third Party Agreement, Supplier may, at its option, enter into another Third Party Agreement or may sell the RNG directly to Purchaser in compliance with this Agreement.



## 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 5, 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, or (B) use the Production Facility or Site Lease as collateral for any operations of Supplier or its Affiliates, in each case other than the security interests granted by Supplier to the Collateral Agent under the Senior Credit Facility for the benefit of the Senior Lender and the other Lender thereunder.

**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 to provide RNG from the Production Facility for a continuous 14 day period (the “**RNG Non-Delivery Period**”), unless:

(i) such a period is necessary for a planned or scheduled upgrade to the Production Facility, and Supplier provides Purchaser with at least 14 days’ notice of the upcoming interruption;

or

(ii) the failure is the result of any unforeseeable plant shutdown or interruption of gas supply from the landfill; and such failure is not cured by Supplier providing Purchaser within five (5) days after the end of such RNG Non-Delivery Period, RNG (or other natural gas from any temporary source meeting contract specifications) in a total quantity equal to the RNG provided to Purchaser in compliance with minimum quantity delivery requirements of the contract or greater quantities as agreed to at the beginning of the interruption period.

(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) [reserved.]

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 [Reserved.]**

**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** 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 or Federally 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:  
Rudarpa North County, LLC  
808 East South Temple  
Salt Lake City, Utah, 84108  
Attn: Jon Lear

E-mail: [rbymt@aol.com](mailto:rbymt@aol.com)

If to Purchaser:

Liberty Utilities (EnergyNorth Natural Gas) Corp.  
15 Buttrick Road  
Londonderry, NH 03053  
Attn: William S. Clark

E-mail: [William.Clark@LibertyUtilities.com](mailto: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

E-mail: [Michael.Sheehan@LibertyUtilities.com](mailto: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 SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY OF ITS LAW REGARDING CONFLICTS OF LAW THAT WOULD CALL FOR THE APPLICATION OF THE SUBSTANTIVE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(b) EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT SITTING IN NEW YORK COUNTY, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FOR



RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN THIS SECTION 16.3(b). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(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.

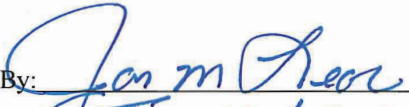
**16.14 Expenses.** Except as otherwise specifically set forth in this Agreement, each party shall pay its respective fees and expenses (including the fees of any attorneys, accountants, appraisers, or others engaged by the party) in connection with the preparation or enforcement of, or of any requests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

**16.15 Termination of Agreement.** The Parent, the Supplier and the Purchaser hereby agree that the certain Second Amended RNG Supply and Transportation Agreement, dated August 30, 2019 between Parent and Purchaser is hereby terminated and of no further force or effect.

[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.

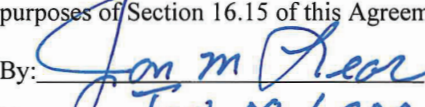
**RUDARPA North Country, LLC.**, a Delaware limited liability company

By:   
Name: Jon M Loran  
Title: MANAGER

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

Susan  
By: Fleck Digitally signed by  
Susan Fleck  
Date: 2020.10.20  
11:33:18 -04'00'  
Name: Susan L. Fleck  
Title: President

**RUDARPA, INC.**, a Utah corporation, solely for purposes of Section 16.15 of this Agreement.

By:   
Name: Jon M Loran  
Title: PRESIDENT



**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 Receipts 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**

## **Renewable Natural Gas (RNG) Pipeline Gas Quality Specifications**

### **Purpose**

This document outlines gas quality specifications for the composition of renewable natural gas (RNG) for injection into the Liberty Utilities gas distribution system. These specifications ensure that RNG to be injected into the system is within expected operating parameters and interchangeable with natural gas.

This document is intended to be used as a guide for evaluating RNG business opportunities or contracting new RNG supply.

### **Scope**

This document covers the pipeline gas quality specifications for RNG for injection into the Liberty Utilities gas distribution system, without respect to biogas sources.

It does not include procedures or standards for designing, constructing or operating biogas or biomethane facilities.

### **Specifications**

RNG composition must meet the specifications outlined in Table 1. The values shown in Table 1 represent maximum levels, unless a range of values is indicated. Minimum and maximum pressures will be set for each RNG facility on a case-by-case basis.

In summary, in order to be injected into the Liberty Utilities gas distribution system, RNG must:

- Not contain any contaminants, particles, or other impurities at a concentration that are known as a threat to the integrity of the system, human health, or the environment.
- Have an energy content no lower than 970 btu/scf and no higher than 1110 btu/scf.
- Have a Wobbe Index during normal operation no lower than 1270 and no higher than 1400 btu/scf.
- Not contain more than 2% by volume of carbon dioxide.
- Not contain more than 0.1% - 0.4% by volume of oxygen.
- Not contain more than 4% by volume of total inerts.
- Not contain more than 7lbs / million scf of water content.
- Not contain more than 0.1% - 0.3% by volume of hydrogen.
- Not contain more than .25 grains / 100scf (4.125 ppm) of hydrogen sulfide.
- Not contain more than 1 grain / 100scf (16.5 ppm) of total sulfur.
- Not contain more than 10ppm of ammonia.
- Not contain more than 0.5ppm of total siloxanes (depending on molecular weight).
- Not contain more than 1-2ppm of halocarbons and organochlorinated compounds (depending on molecular weight).
- Be technically free of volatile organic compound, bacteria, particles, and dust.
- Not form liquid hydrocarbons at temperatures of 15°F or higher at the delivery pressure.
- Be delivered at a maximum temperature of 105°F.

**Table 1: Renewable Natural Gas – Pipeline Gas Quality Specifications**

		Value	Unit	Monitoring Frequency*	Recommended Test
Heating Value	HV	970 - 1110	BTU/scf	Continuous	D1945 / D7164
Wobbe Index	WN	1270 – 1400	BTU/scf	Continuous	D1945 / D7164
Carbon Dioxide	CO <sub>2</sub>	2	% vol	Continuous	D1945
Oxygen	O <sub>2</sub>	0.1 - 0.4	% vol	Continuous	D1945
Total Inerts		4	% vol	Continuous	D1945
Water Content	H <sub>2</sub> O	7	Lbs/Mscf	Continuous	D1142 / D5454 / D3588
Hydrogen	H <sub>2</sub>	0.1 – 0.3	% vol	Periodic	D1945
Hydrogen Sulfide	H <sub>2</sub> S	4.125	ppm	Continuous	D4084 / D6228 / D4468 / D5504 / D7166
Total Sulfur	S	16.5	ppm	Periodic	D4084 / D6228 / D4468 / D5504 / D7166
Ammonia	NH <sub>3</sub>	10	ppm	Periodic	D1945
Siloxanes	Si	0.5	ppm	Periodic	E.g., Gas Chromatography (ELCD, AED, MS)
Halocarbons and organochlorinated compounds		1 - 2	ppm	Periodic	E.g., Gas Chromatography / Electrolytic Conductivity Detector
Volatile organic compound	VOCs	Technically free of		Periodic	E.g., Gas Chromatography / Mass Spectrometry (GC/MS)
Bacteria		Technically free of		Periodic	E.g., Most Probable Number Determination of Total Live Bacteria (MPN), others
Particles, dust, etc.		Technically free of		Continuous	E.g., Environmental recommendations 0.1µm filters
Hydrocarbon Dew Point		15 / -9	°F / C°	Continuous	D5504 / D1142
Delivery Temperature (plastic pipe)		105 / 40.5	°F / C°	Continuous	

\* In this document, continuous monitoring means real-time or near-real time. Periodic monitoring could be seasonal, semi-annually, or annually. Final monitoring frequency will be defined for each RNG facility



## Control and Maintenance

For document control and maintenance purposes, the following table captures important information related to this document.

Review: Annually or as needed
Distribution: Liberty Utilities employees
Regulations: N/A
Related Documents: N/A

**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 H<sub>2</sub>S 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 H<sub>2</sub>S 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, H<sub>2</sub>O, 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 CO<sub>2</sub>
- 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 CH<sub>4</sub> 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 - Rudarpa North Country LLC.



**EXHIBIT E**  
**Supplier Credit Support**

**[Supplier shall fund an escrow account in the amount of \$500,000. Such escrow will be placed either in a customer account with purchaser or with a third-party escrow agent, in each case subject to mutually agreed provisions governing draws from such escrow.]**

**EXHIBIT F**  
**Production Facility Purchase and Sale Agreement**

To be agreed to be the parties prior to the transfer of the Production Facility

**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, Contract Year 1

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 Contract Year 1

When there are deliveries in excess of the MASQ requirements during any Contract 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, Contract Years 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 Contract 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 Contract 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

**Property Taxes to Be Assessed.**

**EXHIBIT J**  
**Site Lease Agreement**  
**[copy attached]**

## GROUND LEASE

THIS GROUND LEASE (this "Lease"), made as of December 29, 2017 (the "Effective Date"), between NORTH COUNTRY ENVIRONMENTAL SERVICES, INC. (the "LESSOR"), a New Hampshire corporation having an address at 581 Trudeau Road, Bethlehem, NH 03574; and RUDARPA (the "LESSEE"), a Utah corporation having an address at 808 East South Temple, Salt Lake City, Utah 84108.

## PRELIMINARY STATEMENT

A certain Landfill Gas Rights Agreement dated as of December 29 2017 (the "Landfill Agreement") between LESSOR, the owner and operator of the North County Landfill at 581 Trudeau Road, Bethlehem, Coos County, New Hampshire, and LESSEE, requires LESSOR to make available to LESSEE pursuant to the provisions of this Lease, a land area for LESSEE adjacent to the Landfill selected by LESSOR of up to one-and-one-half (1.5) acres in size that is suitable to allow LESSEE to construct, operate, maintain and own all or a part of a facility capable of the production of products derived from the gases that result from the decomposition of refuse material within the said North County Landfill (as more particularly defined in the Landfill Agreement, the "CRNG Facility"). Pursuant to the Landfill Agreement, the LESSOR has selected the land described on Schedule A attached hereto and incorporated herein by reference (the "Demised Premises"), upon which LESSEE will construct, own, maintain and operate the CRNG Facility.

As contemplated by the terms of the Landfill Agreement, LESSOR agreed to lease the Demised Premises to LESSEE on the terms and conditions set forth herein.

NOW, THEREFORE, LESSOR and LESSEE agree as follows:

## ARTICLE I – BASIC LEASE DATA/DEFINED TERMS

1.1. Basic Rent: \$0.00/None

1.2. Commencement Date: The date on which LESSEE has received both (a) approval of the New Hampshire Public Utilities Commission of the construction and operation of the CRNG Facility on the Demised Premises as contemplated by the Landfill Agreement and this Lease, and (b) the adoption by the Town of Bethlehem, New Hampshire of such changes to its zoning regulations as are required for the construction and operation of the CRNG Facility on the Demised Premises as contemplated by the Landfill Agreement and this Lease. This Lease shall terminate if the Commencement Date has not occurred on or prior to the date that is eighteen (18) months following the Effective Date. LESSEE will have no right to occupy or utilize the Demised Premises until the Commencement Date.

1.3. Permitted Use: solely to construct, operate, maintain and own the CRNG Facility

1.4. Property: the Demised Premises, together with all structures and improvements now existing or hereafter located thereon, with the exception of the LFG Management System on the upstream side of the flange connection point where LESSOR delivers gas to LESSEE

1.5. Term: Approximately 19.5 years, beginning on the Commencement Date and ending on the Termination Date

1.6. Termination Date: the eighteenth (18<sup>th</sup>) anniversary of the Commercial Operation Date (as defined in the Landfill Agreement), unless earlier terminated in accordance with this Lease



1.7. Additional capitalized terms used in this Lease, but not defined in the body of this Lease, shall have the definitions ascribed to such terms on Schedule B annexed hereto. Capitalized terms used in this Lease but not otherwise defined in this Lease shall have the meaning ascribed to them in the Landfill Agreement.

## ARTICLE 2 - DEMISE; TERM

2.1. LESSOR, for and in consideration of the covenants hereinafter contained and made on the part of LESSEE, does hereby demise and lease to LESSEE, and LESSEE does hereby hire from LESSOR, the Demised Premises for the Term, subject, however, to the terms and conditions of this Lease.

2.2. The Term shall commence on the Commencement Date and shall end on the Termination Date, unless earlier terminated in accordance with this Lease. LESSEE may terminate this Lease at any time by providing written notice to the LESSOR following the seventeenth (17<sup>th</sup>) anniversary of the Commercial Operation Date (as defined in the Landfill Agreement), provided that LESSEE has first removed the CRNG Facility from the Demised Premises in accordance with Section 12.2 of the Landfill Agreement.

## ARTICLE 3 - BASIC RENT; ADDITIONAL RENT; UTILITIES; NET LEASE

3.1. During the Term, LESSEE shall pay to LESSOR the Basic Rent set forth in Section 1.1.

3.2. In addition to the Basic Rent, LESSEE will pay and discharge when due, as additional rent, all other amounts, liabilities and obligations which LESSEE herein agrees to pay to LESSOR pursuant to the terms of this Lease, together with all interest, penalties and costs which may be added thereto pursuant to the terms of this Lease (collectively, "Additional Rent"); each such amount, liability and obligation, together with any interest, penalty and/or cost thereon, shall be deemed Additional Rent regardless of whether it is specifically referred to as Additional Rent in this Lease. LESSOR shall have all the rights, powers and remedies provided for in this Lease or at law or in equity or otherwise for failure to pay Additional Rent as are available for nonpayment of rent.

3.3. If any installment of Additional Rent is not paid within ten (10) days after the date when due, LESSEE shall pay to LESSOR on demand, as Additional Rent, a late charge equal to five percent (5%) of the amount unpaid. In addition, if any installment of Additional Rent accruing hereunder is not paid within twenty (20) days after the date when due, then such installment shall also bear interest at eight percent (8%) from the original due date thereof until the date of payment, inclusive, which interest shall be deemed Additional Rent hereunder and shall be payable to LESSOR on demand.

3.4. From and after the Commencement Date, LESSEE will contract for and pay all charges for electricity, gas, fuel oil, water, sewer, telephone, internet, cable and all other services or utilities at any time rendered or used on or about the Demised Premises to the company providing the same before any interest or penalty may be added thereto. LESSEE acknowledges and agrees that LESSOR is not obligated to provide any services or utilities to the Demised Premises or to LESSEE, except landfill gas and condensate disposal pursuant to the Landfill Agreement.

3.5. This is a net lease, and except as herein provided, LESSEE hereby covenants and agrees to pay to LESSOR during the Term, at the address designated in Article 20, attention Chief Accounting Officer, or such other place as LESSOR may from time to time designate, without any offset, set-off, counterclaim, deduction, defense, abatement, suspension, deferment or diminution of any kind (i) Additional Rent and (ii) all other sums payable by LESSEE hereunder, if any, that do not constitute Additional Rent. Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall LESSEE have any right to terminate or avoid this Lease or be entitled to the abatement of any Additional Rent or other sums payable hereunder or any reduction thereof, nor shall the obligations and liabilities of LESSEE hereunder be in

any way affected for any reason. The obligations of LESSEE hereunder shall be separate and independent covenants and agreements.

3.6. The receipt by LESSOR of any installment of Additional Rent with knowledge of a default by LESSEE under the terms and conditions of this Lease shall not be deemed a waiver of such default. No payment by LESSEE or receipt by LESSOR of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance of such rent or pursue any other remedy in this Lease provided.

#### ARTICLE 4 - TAXES

4.1. If all or any portion of the Property is taxed separately from property of the LESSOR, LESSEE shall pay all separately taxed Taxes for each tax year occurring during the Term directly to the governmental entity, authority or agency to whom the Taxes are payable; said payments shall be made on or before the date on which the installments of Taxes are due. LESSEE shall be responsible for the payment of all fines, penalties, interest and/or late charges incurred as a result of LESSEE'S failure to timely pay any installment of the Taxes becoming due during the Term.

4.2. In the event the Property or any portion thereof is taxed together with other property of the LESSOR, LESSEE shall pay LESSOR on demand Taxes based upon an allocation method reasonably determined by LESSOR for the property occupied by LESSEE. LESSOR shall provide LESSEE with a copy of the applicable tax bill and the allocation method used by LESSOR at the time of demand.

4.3. Tenant shall pay all personal property taxes and license fees assessed against Tenant's furniture, fixtures, equipment and other personal property located on the Demised Premises during the Term.

#### ARTICLE 5 - LESSEE'S INSURANCE

5.1. During the Term, LESSEE will maintain with insurers authorized to do business in the State of New Hampshire such insurance policies and coverages indicated in and in accordance with Section 11 of the Landfill Agreement, the terms of which are incorporated herein by reference, together with such other insurance with respect to the Property in such amounts and against such insurable exposures as may reasonably and customarily be required by any mortgagee holding a first lien upon the Demised Premises.

5.2. On the Commencement Date, LESSEE shall deliver to LESSOR original or duplicate certificates of the insurers evidencing all the insurance which is required to be maintained hereunder by LESSEE, and, within ten (10) days prior to the expiration of any such insurance, other original or duplicate certificates evidencing the renewal of such insurance.

5.3. LESSOR hereby waives and releases LESSEE, and LESSEE hereby waives and releases LESSOR, from any and all liabilities, claims and losses for which the released party is or may be held liable to the extent of any insurance proceeds received by said injured party.

#### ARTICLE 6 - MAINTENANCE and ALTERATIONS

6.1. (a) LESSEE agrees, at its sole cost and expense, to keep the Property in good order and condition and in compliance with industry standards, and to perform all maintenance, repairs, alterations, and replacements to the Property, whether ordinary or extraordinary, foreseen or unforeseen, and to take such other action as may be necessary or appropriate, to keep and maintain the Property in good order and condition. Such obligation includes, without limitation, the obligation to (i) make all repairs (structural or otherwise) to the CRNG Facility (including all systems servicing the same), (ii) replace the CRNG

Facility's roof if the repair thereof is not a commercially reasonable alternative, (iii) replace the component of any system servicing the CRNG Facility that has failed if the repair thereof is not a commercially reasonable alternative, (iv) repair or replace any broken exterior windows and clean the exterior windows from time to time as necessary, (v) replace all lamps, bulbs and ballasts for the lights located within or on the CRNG Facility or elsewhere on the Demised Premises, (vi) maintain any landscaping in good condition, which includes replacing any flowers, shrubs, plants or trees from time to time as necessary, (vii) maintain and repair the walkways, driveways and parking areas on the Demised Premises, and resurface the same from time to time during the Term as and when reasonably required, (viii) keep the walkways, driveways and parking areas clean and free from snow and ice, and (ix) keep the Property in a clean and sanitary condition, and to cause the garbage and trash to be removed therefrom on a regular basis (not less frequently than once a week).

(b) LESSOR is not obligated to maintain or make any repairs, improvements or replacements to the Property.

6.2. Any such maintenance, repair or replacement to the Property by LESSEE, and each addition, improvement or alteration to the Property by LESSEE, (i) must not, individually or in the aggregate, lessen the fair market value of the Property or adversely affect the usefulness of the Property for the Permitted Use, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all applicable Legal Requirements and Insurance Requirements, and (iii) shall be completed free and clear of all Liens.

6.3. (a) LESSEE may, upon prior notice to LESSOR, make non-structural additions, improvements, or alterations to the Property.

(b) LESSEE shall not make structural additions, improvements or alterations to the Property (hereinafter referred to as "Major Work"), including without limitation the construction of the CRNG Facility, unless LESSEE first submits to LESSOR detailed plans and specifications therefor and LESSOR approves such plans and specifications in writing, which approval shall not be unreasonably withheld, conditioned, or delayed beyond ten (10) business days of LESSEE's completed submission.

6.4. (a) All additions, improvements and alterations to the Demised Premises, including without limitation the CRNG Facility, shall be and remain the property and/or responsibility of LESSEE, and shall be removed by LESSEE in their entirety on or before first anniversary of the Termination Date. The obligation to remove said additions, improvements and alterations shall survive the Termination Date.

(b) LESSEE may install or place or reinstall or replace and remove from the CRNG Facility any trade equipment, machinery and personal property belonging to LESSEE and used in connection with the Permitted Use. Such trade equipment, machinery and personal property shall not become the property of LESSOR.

#### ARTICLE 7 - USE OF DEMISED PREMISES

7.1. LESSEE shall not, except with the prior consent of LESSOR, use or suffer or permit the use of the Property or any part thereof for any purposes other than for the Permitted Use.

7.2. LESSEE shall not use, or suffer or permit the use of, the Property or any part thereof in any manner or for any purpose or do, bring or keep anything, or suffer or permit anything to be done, brought or kept, therein (including, but not limited to, the installation or operation of any electrical, electronic or other equipment) (i) which is unlawful or in contravention of the certificates of occupancy for the CRNG Facility, or is in contravention of any Legal Requirements or Insurance Requirement to which the CRNG Facility or the Property are subject, or (ii) suffer or permit the CRNG Facility or any component thereof



to be used in any manner which would exceed structural integrity or result in the use of the CRNG Facility or any component thereof in a manner or for a purpose not intended.

#### ARTICLE 8 – INDEMNIFICATION

8.1. LESSEE hereby indemnifies, and shall pay, protect and hold LESSOR harmless from and against all liabilities, losses, claims, demands, costs, expenses (including attorneys' fees and expenses) and judgments of any nature, (except to the extent LESSOR is compensated by insurance maintained by LESSEE hereunder and except for such of the foregoing as arise from the gross negligence or willful misconduct of LESSOR, its agents, servants or employees), arising, or alleged to arise, from or in connection with, (a) any injury to, or the death of, any person or loss or damage to property on or about the Demised Premises, (b) any violation of this Lease or of any Legal Requirements or Insurance Requirement, or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof. LESSEE will resist and defend any action, suit or proceeding brought against LESSOR by reason of any such occurrence by independent counsel selected by LESSEE, which is reasonably acceptable to LESSOR. The obligations of LESSEE under this Article 8 shall survive any termination of this Lease.

8.2. LESSEE agrees to make no claim against LESSOR for any injury or damage to, or loss (by theft or otherwise) of, any property of LESSEE or of any other person, it being understood that LESSEE assumes all risk in connection therewith.

#### ARTICLE 9 - COMPLIANCE WITH REQUIREMENTS

9.1. LESSEE will (i) comply with all Legal Requirements and Insurance Requirements applicable to the Property and the use thereof and (ii) obtain, maintain and comply with all permits, licenses and other authorizations required by any governmental authority for its use of the Property and for the proper operation, maintenance and repair of the Property or any part thereof. LESSOR will join in the application for any permit or authorization with respect to Legal Requirements if such joinder is necessary.

9.2. Except as required for the Permitted Use and then only in full compliance with all applicable Environmental Law: (i) LESSEE shall not cause or permit any "hazardous substance" or "hazardous waste" (as such terms are defined in any Environmental Law) to be brought, kept or stored on or about the Property, and (ii) LESSEE shall not engage in, or permit any other person or entity to engage in, any activity, operation or business on or about the Property which involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of hazardous substances and/or hazardous wastes.

9.3. LESSEE shall deliver promptly to LESSOR a true and complete photocopy of any correspondence, notice, report, sampling, test, finding, declaration, submission, order, complaint, citation or any other instrument, document, agreement and/or information submitted to, or received from, any governmental entity, department or agency in connection with any Environmental Law relating to or affecting LESSEE, LESSEE'S employees, LESSEE'S use and occupancy of the Property.

9.4. (a) If a spill or discharge of a hazardous substance or a hazardous waste occurs on the Property, LESSEE shall give LESSOR immediate oral and written notice of such spill and/or discharge, setting forth in reasonable detail all relevant facts. In the event such spill or discharge arose out of or in connection with LESSEE'S use and occupancy of the Property, or in the event such spill or discharge was caused by the act, negligence or omission of LESSEE or LESSEE'S Visitors, then LESSEE shall pay all costs and expenses relating to compliance with the applicable Environmental Law (including, without limitation, the reasonable out-of-pocket costs and expenses of the site investigations and of the removal and remediation of such hazardous substance or hazardous wastes).

(b) Without relieving LESSEE of its obligations under this Lease and without waiving any default by LESSEE under this Lease, LESSOR shall have the right, but not the obligation, to take such action as LESSOR deems reasonably necessary or advisable to cleanup, remove, resolve or minimize the impact of or otherwise deal with any spill or discharge of any hazardous substance or hazardous waste. In the event such spill or discharge arose out of or in connection with LESSEE'S use and occupancy of the Property, or in the event such spill or discharge was caused by the act, negligence or omission of LESSEE or LESSEE'S Visitors, then the following provisions shall apply: (i) LESSOR agrees not to exercise its right to cleanup, remove, resolve or minimize the impact of or otherwise deal with such spill or discharge until after the giving of any applicable notice to LESSEE and the expiration of any applicable cure or grace period, except in the case of an emergency; and (ii) if LESSEE elects to take any action to cleanup, remove, resolve or minimize the impact of or otherwise deal with such spill or discharge, then LESSEE shall pay to LESSOR within thirty (30) days after demand, as Additional Rent, all reasonable out-of-pocket costs and expenses incurred by LESSOR in connection with any action taken by LESSOR.

9.5. LESSEE hereby agrees to defend, indemnify and hold LESSOR harmless from and against any and all claims, losses, liability, damages and expenses (including, without limitation, site investigation costs, removal and remediation costs and reasonable attorneys' fees and disbursements) (except to the extent LESSOR is compensated by insurance maintained by LESSOR or LESSEE hereunder or caused by the gross negligence or willful misconduct of LESSOR or LESSOR'S employees or contractors) arising out of or in connection with (i) LESSEE'S use and occupancy of the Property, (ii) any spill or discharge of a hazardous substance or hazardous waste by LESSEE or LESSEE'S Visitors and/or (iii) LESSEE'S failure to comply with the provisions of this Article 9.

9.6. LESSEE'S obligations under this Article 9 shall survive the expiration or earlier termination of this Lease.

#### ARTICLE 10 - DISCHARGE OF LIENS

LESSEE will discharge within fifteen (15) days after receipt of notice thereof any Lien on the Demised Premises or Additional Rent, caused by or arising out of LESSEE'S acts or LESSEE'S failure to perform any obligation hereunder.

#### ARTICLE 11 - ASSIGNMENT AND SUBLETTING

11.1. (a) LESSEE shall not sell, assign, transfer, hypothecate, mortgage, encumber, grant concessions or licenses, sublet, or otherwise dispose of any interest in this Lease or the Demised Premises, by operation of law or otherwise, without the prior written consent of LESSOR, which consent shall be in LESSOR'S sole and absolute discretion. Any consent granted by LESSOR in any instance shall not be construed to constitute consent with respect to any other instance or request. If the Demised Premises or any part thereof should be sublet, used, or occupied by anyone other than LESSEE, or if this Lease should be assigned by LESSEE, LESSOR shall have the right to collect rent from the assignee, subtenant, user or occupant, but no such assignment, subletting, use, occupancy or collection shall be deemed a waiver of any of LESSOR'S rights under the provisions of this Article 11, a waiver of any of LESSEE'S covenants contained in this Article 11, the acceptance of the assignee, subtenant, user or occupant as tenant, or a release of LESSEE from further performance by LESSEE of LESSEE'S obligations under the Lease.

(b) Each of the following events shall be deemed to constitute an assignment of this Lease and each shall require the prior written consent of LESSOR: (i) any assignment or transfer of this Lease by operation of law; or (ii) any hypothecation, pledge, or collateral assignment of this Lease; or (iii) any involuntary assignment or transfer of this Lease in connection with bankruptcy, insolvency, receivership, or similar proceeding; or (iv) any assignment, transfer, disposition, sale or acquisition of a controlling interest in LESSEE to or by any person, entity, or group of related persons or affiliated entities, whether



in a single transaction or in a series of related or unrelated transactions; or (v) any issuance of an interest or interests in LESSEE (whether stock, partnership interests, or otherwise) to any person, entity, or group of related persons or affiliated entities, whether in a single transaction or in a series of related or unrelated transactions, which results in such person, entity, or group holding a controlling interest in LESSEE. For purposes of the immediately foregoing, a "controlling interest" of LESSEE shall mean 50% or more of the aggregate issued and outstanding equitable interests (whether stock, partnership interests, or otherwise) of LESSEE.

11.2. No assignment of this Lease nor any sublease of all or any portion of the Demised Premises shall release or discharge LESSEE from any liability, whether past, present, or future, under this Lease and LESSEE shall continue to remain primarily liable under this Lease.

#### ARTICLE 12 - CASUALTY

12.1. If there is any damage to or destruction of the Property, LESSEE shall promptly give notice thereof to LESSOR, describing the nature and extent thereof.

12.2. If the Property shall be damaged or destroyed by fire or other casualty, in whole or in part, LESSEE shall promptly and diligently repair, rebuild and restore the Property, at its sole cost and expense, to a condition at least equal to the condition thereof prior to such damage or destruction.

12.3. This Lease shall continue in full force and effect notwithstanding such damage or destruction and notwithstanding the amount of insurance proceeds collected by LESSEE. In addition, the Additional Rent payable hereunder shall not be diminished or otherwise abate as a result of such damage or destruction of the Property.

#### ARTICLE 13 - CONDEMNATION

13.1. In the event of a Taking of the whole or any material part of the Demised Premises, then the Term shall cease and terminate as of the date when possession is taken by the condemning authority and all Additional Rent shall be paid up to that date. For the purposes of this Article 13, the phrase "material part" shall mean any portion of the Demised Premises, the taking or sale of which would, in LESSEE'S reasonable, good faith business judgment, render the balance of the Demised Premises unusable or uneconomical or prevent LESSEE from economically continuing its business from the Demised Premises.

13.2. In the event of a permanent Taking of less than a material part of the Demised Premises, this Lease shall continue in full force and effect.

#### ARTICLE 14 - EVENTS OF DEFAULT

14. 1. Any of the following occurrences, conditions or acts shall constitute an "Event of Default" under this Lease:

a. if LESSEE shall default in making payment when due of any Additional Rent or other amount payable by LESSEE hereunder, and such default shall continue for thirty (30) days after LESSOR shall have given notice to LESSEE specifying such default and demanding that the same be cured (or ten (10) days in the case of a payment default); or

(b) if LESSEE shall file a petition in bankruptcy pursuant to the Bankruptcy Code or under any similar federal or state law, or shall be adjudicated a bankrupt or become insolvent, or shall commit any act or bankruptcy as defined in any such law, or shall take any action in furtherance of any of the foregoing; or

(c) if a petition or answer shall be filed proposing the adjudication of LESSEE as a bankrupt pursuant to the Bankruptcy Code or any similar federal or state law, and (i) LESSEE shall consent to the filing thereof, or (ii) such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or

(d) if a receiver, trustee or liquidator (or other similar official) of LESSEE or of all or substantially all of its business or assets or of the estate or interest of LESSEE in the Demised Premises shall be appointed and shall not be discharged within sixty (60) days thereafter or if LESSEE shall consent to or acquiesce in such appointment; or

(e) if the estate or interest of LESSEE in the Demised Premises shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within sixty (60) days after such levy or attachment; or

(f) the occurrence of any event giving LESSOR the right to terminate the Landfill Agreement, including without limitation pursuant to Sections 4.3 and 14.1(a) thereof; or

(g) if LESSEE shall default in the observance or performance of any provision of this Lease other than those provisions contemplated by clause (a) through (f), inclusive, of this Section 14.1, and such default shall continue for thirty (30) days after LESSOR shall have given notice to LESSEE specifying such default and demanding that the same be cured.

#### ARTICLE 15 - CONDITIONAL LIMITATIONS; REMEDIES

15.1. This Lease and the Term and estate hereby granted are subject to the limitation that whenever an Event of Default shall have happened and be continuing, LESSOR shall have the right, at its election, then or thereafter while any such Event of Default shall continue, to exercise any remedies available to LESSOR at law and equity, including without limitation, the remedy of forcible entry and detainer, and LESSOR lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to LESSEE, or enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel LESSEE and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such mailing or entry as aforesaid, this Lease shall terminate; and LESSEE covenants and agrees, notwithstanding any entry or re-entry by LESSOR, whether by summary proceedings, termination, or otherwise, that LESSEE shall, as of the date of such termination, immediately be liable for and pay to LESSOR the entire unpaid Additional Rent and all other balances due under this Lease for the remainder of the Term.

15.2. In the event that LESSOR does not elect to terminate this Lease, LESSOR may, at its sole discretion, and for so long as LESSOR does not terminate LESSEE'S right to possession of the Demised Premises, enforce all of its rights and remedies under this Lease, including the right to recover all Additional Rent and other payments as they become due hereunder. Additionally, LESSOR shall be entitled to recover from LESSEE all costs of maintenance and preservation of the Property, and all costs, including attorneys' and receiver's fees, incurred in connection with the appointment of or performance by a receiver to protect the Property and LESSOR'S interest under this Lease.

15.3. Nothing herein shall be deemed to affect the right of LESSOR to indemnification pursuant to Articles 8 and 9 of this Lease.

15.4. If LESSEE shall be in default in the observance or performance of any provision of this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that LESSEE

was in default, LESSEE shall pay to LESSOR all fees, costs and other expenses which may become payable as a result thereof or in connection therewith, including attorneys' fees and expenses.

15.5. Except as otherwise provided in this Article 15, no right or remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or now or hereafter existing. No waiver by LESSOR of any provision of this Lease shall be deemed to have been made unless expressly so made in writing. LESSOR shall be entitled, to the extent permitted by law, to injunctive relief in case of the violation, or attempted or threatened violation, of any provision of this Lease, or to a decree compelling observance or performance of any provision of this Lease, or to any other legal or equitable remedy.

Any dispute arising under this Lease not involving a request for injunctive or similar relief shall be resolved in accordance with the mediation and arbitration provisions of the Landfill Agreement.

#### ARTICLE 16 - ACCESS

16.1. LESSOR and LESSOR'S agents and representatives shall have the right to enter into or upon the Property, or any part thereof, at all reasonable hours, upon reasonable prior notice (except in the case of an emergency), for the following purposes: (i) examining the Property; (ii) showing the Property during the Term to any mortgagees, tenants, or prospective purchasers of the Demised Premises; or (iii) all other reasonable purposes.

16.2. LESSOR, in exercising any of its rights under this Article 16, shall not be deemed guilty of an eviction, partial eviction, constructive eviction or disturbance of LESSEE'S use or possession of the Demised Premises and shall not be liable to LESSEE for same.

16.3. Nothing contained in this Article 16 shall be deemed to relieve LESSEE of any duty, obligation or liability of LESSEE with respect to making any repair, replacement or improvement or complying with any Legal Requirement.

#### ARTICLE 17 - SUBORDINATION

This Lease and the term and estate hereby granted shall be subject and subordinate to the lien of any mortgage that may now or at any time hereafter affect all or any portion of the Demised Premises or LESSOR'S interest therein; provided, however, that LESSOR shall use commercially reasonable efforts to procure from any holder of such mortgage a commercially reasonable Subordination, Non-Disturbance and Attornment Agreement.

#### ARTICLE 18 - LESSEE'S REMOVAL

Upon the expiration or earlier termination of this Lease, and unless otherwise agreed upon in writing by LESSOR, LESSEE shall surrender the Demised Premises free of any and all personal property, buildings, structures and improvements thereon, the same having been removed by LESSEE in accordance with all Legal Requirements and Insurance Requirements.

#### ARTICLE 19 - BROKERS

LESSEE represents to LESSOR that no real estate broker or sales representative participated in this transaction or has any interest herein. LESSEE agrees to indemnify and hold harmless LESSOR and its directors, officers, employees and partners from and against any threatened or asserted claims, liabilities, losses or judgments (including reasonable attorneys' fees and disbursements) by any broker or sales

representative arising out of or in connection with this Lease. The provisions of this Article shall survive the expiration or sooner termination of this Lease.

#### ARTICLE 20 - NOTICES

Any notice, demand or communication concerning the Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered in accordance with Section 17 of the Landfill Agreement.

#### ARTICLE 21 - NATURE OF LESSOR'S OBLIGATIONS

Anything in the Lease to the contrary notwithstanding, no recourse or relief shall be had under any rule of law, statute or constitution or by any enforcement of any assessments or penalties, or otherwise or based on or in respect of this Lease (whether by breach of any obligation, monetary or non-monetary), against LESSOR, it being expressly understood that all obligations of LESSOR under or relating to this Lease are solely obligations payable out of the Demised Premises and are compensable solely therefrom. It is expressly understood that all such liability is and is being expressly waived and released as a condition of and as a condition for the execution of this Lease, and LESSEE expressly waives and releases all such liability as a condition of, and as a consideration for, the execution of this Lease by LESSOR.

#### ARTICLE 22 – SECURITY DEPOSIT

22.1. Not later than the Commencement Date, LESSEE shall deposit with LESSOR the sum of \$10,000, which shall be held by LESSOR as security for the full and faithful performance by LESSEE of the terms and conditions by it to be observed and performed hereunder. If any Additional Rent or other sum payable by LESSEE to LESSOR becomes overdue and remains unpaid, or should LESSOR make any payments on behalf of LESSEE, or should LESSEE fail to perform any of the terms and conditions of this Lease, then LESSOR, at its option, and without prejudice to any other remedy which LESSOR may have on account thereof, shall appropriate and apply said deposit, or so much thereof as may be required to compensate or reimburse LESSOR, as the case may be, toward the payment of Additional Rent or other such sum payable hereunder, or loss or damage sustained by LESSOR due to the breach or failure to perform on the part of LESSEE, and upon demand, LESSEE shall restore such security to the amount then required under this Lease.

22.2. Provided that no Event of Default shall exist and be continuing as of the Termination Date, said deposit, if any, without interest, shall be returned in full to LESSEE within thirty (30) days after the end of the Term.

22.3. In the event of bankruptcy or other debtor/creditor proceeding against LESSEE, such security deposit, if any, shall be deemed to be applied first to the payment of rent and other charges due LESSOR for all periods prior to filing of such proceedings.

22.4. In the event of any transfer of title to the Demised Premises, or any assignment of LESSOR'S interest under this Lease, LESSOR shall have the right to transfer the security deposit, if any, to said transferee or assignee, and, provided that LESSOR procures and provides to LESSEE an acknowledgement of the receipt of the security deposit by said transferee or assignee, LESSOR shall thereupon be released by LESSEE from all liability for the return of such security deposit. In such event, LESSEE agrees to look to the new lessor for the return of the security deposit. It is hereby agreed that the provisions of this Section shall apply to every transfer or assignment made of the security deposit to a new lessor.



#### ARTICLE 23 -MISCELLANEOUS

23.1. This Lease may not be amended, modified or nor may any obligation hereunder be waived, orally, and no such amendment, modification, termination or waiver, shall be effective unless in writing and signed by the party against whom enforcement thereof is sought. No waiver by LESSOR of any obligation of LESSEE hereunder shall be deemed to constitute a waiver of the future performance of such obligation by LESSEE. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, except as provided in Article 11. Upon due performance of the covenants and agreements to be performed by LESSEE under this Lease, LESSOR covenants that LESSEE shall and may at all times peaceably and quietly have, hold and enjoy the Demised Premises during the Term. The article headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. Schedules A and B annexed hereto are incorporated into this Lease. This Lease will be simultaneously executed in several counterparts, each of which when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. This Lease shall be governed by and construed in accordance with the laws of the State of New Hampshire.

23.2. The term "LESSOR," as used in this Lease, shall mean only the owner of the title to the Demised Premises as of the date in question. Upon the sale, transfer or other conveyance by LESSOR of the Demised Premises, LESSOR shall be released from any and all liability under this Lease arising after the date of such sale, transfer or other conveyance without further instrument or agreement.

*(Remainder of page intentionally left blank; signature page follows.)*



IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

**LESSOR:**

NORTH COUNTRY ENVIRONMENTAL SERVICES, INC.

By: [Signature]  
Title: President & Sec.  
Date: Oct 29 2017

**LESSEE:**

RUDARPA

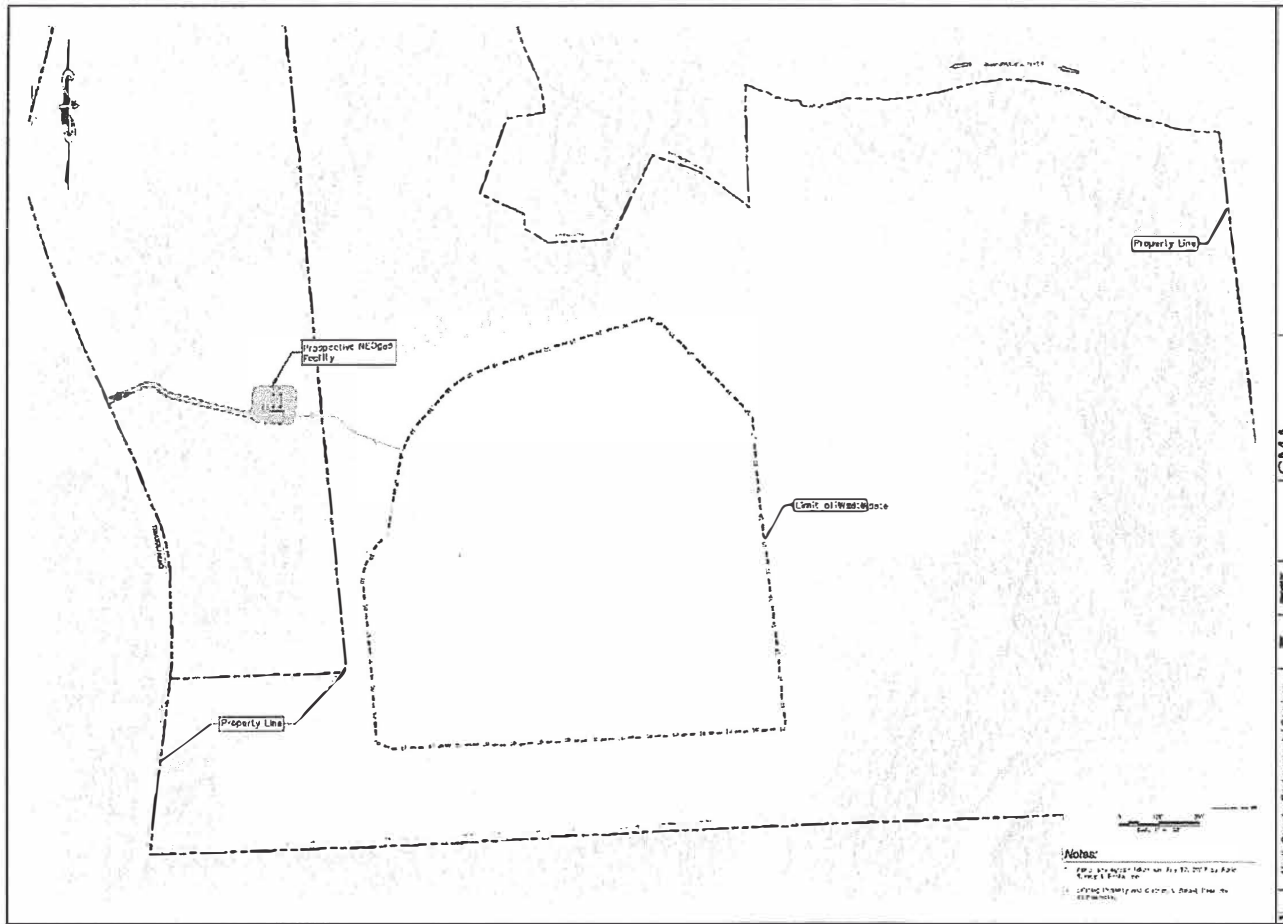
By: [Signature]  
Title: President  
Date: 12/30/17

SCHEDULE A

DESCRIPTION OF LAND

All that land and premises situate, lying and being in the Town of Bethlehem, County of Coos, and State of New Hampshire and described as follows:

**RUDARPA SITE**



## SCHEDULE B

### DEFINITIONS

As used in this Lease, the following terms have the following respective meanings:

**Environmental Laws:** all current and future statutes, regulations, codes and ordinances of any governmental entity, authority, agency and/or department relating to (i) air emissions, (ii) water discharges, (iii) noise emissions, (iv) air, water, soil or groundwater pollution, (v) tanks and tank licensing, or (vi) any other environmental or health matter, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and the regulations promulgated thereunder.

**Hazardous Material:** any chemicals or other materials or substances that are defined as hazardous substances, hazardous wastes, toxic substances, pollutants or contaminants under any law of the United States or the State of New Hampshire, including, without limitation, any petroleum, waste oil, and wastes.

**Insurance Requirements:** all terms of any insurance policy maintained by LESSEE with respect to the Property and all requirements of the National Board of Fire Underwriters (or any other body exercising similar function) applicable to or affecting all or any part of the Property.

**Legal Requirements:** all statutes, regulations, codes and ordinances of any governmental entity, authority, agency and/or department, which now or at any time hereafter may be applicable to the Property or any part thereof, including, but not limited to, all Environmental Laws.

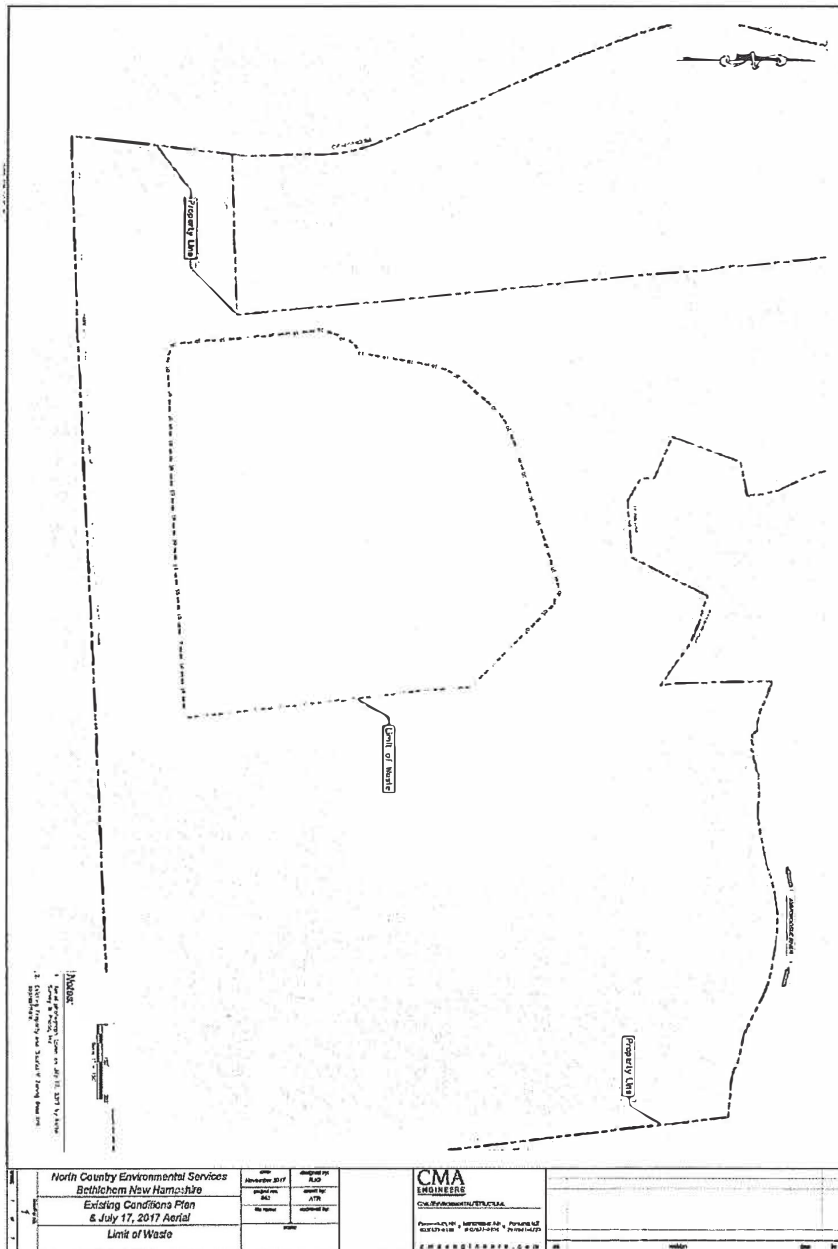
**LESSEE'S Visitors:** LESSEE'S agents, servants, employees, subtenants, contractors, invitees, licensees and all other persons invited by LESSEE onto the Demised Premises as guests or doing lawful business with LESSEE.

**Lien:** any mortgage, pledge, lien, charge, encumbrance or security interest of any kind, including any mechanic's or materialmen's lien.

**Taking:** a taking of all or any part of the Demised Premises, or any interest therein or right accruing thereto, as the result of, or in lieu of, or in anticipation of, the exercise of the right of condemnation or eminent domain pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of the Demised Premises or any part thereof, by any governmental authority, civil or military.

**Taxes:** all real estate taxes and assessments or substitutes therefor or supplements thereto, upon, applicable, attributable or assessed against the Property or any part thereof. If and to the extent that due to a change in the method of taxation or assessment any franchise, capital stock, capital, rent, income, profit or other tax or charge shall be substituted by the applicable taxing authority for the Taxes now or hereafter imposed upon the Property, such franchise, capital stock, capital, rent, income, profit or other tax or charge shall be deemed included in the term "Taxes", provided, however, that the amount of such tax, assessment, levy, imposition, charge or fee deemed to be included in the term "Taxes" shall be determined as if the Demised Premises were the only asset of LESSOR and as if the rent received therefrom were the only income of LESSOR.

**EXHIBIT B**  
 Landfill Diagram



(W6342103.11)



1 drivers, and payments for fuel and tolls. Liberty will pay a fixed charge per DTH for  
2 these services with annual CPI adjustments. As mentioned previously and as  
3 demonstrated in Attachment WJC/MRS-4, the revenue requirement associated with  
4 Liberty's future ownership of the facility, plus these fixed costs, could reduce the cost of  
5 RNG for Liberty's customers by approximately 25% starting in production Year 5, as  
6 compared to the costs that would be incurred under continued RUDARPA ownership.

7 **Q. Where are the designated receipt points?**

8 **A.** There are three designated receipt points, as identified below:

- 9 • Broken Bridge Road, Concord, NH, and/or Tilton Road, Tilton, NH;
- 10 • Production Avenue, Keene, NH; and
- 11 • West Lebanon, NH.<sup>3</sup>

12 Liberty also retains the option to designate the specific receipt points within the Liberty  
13 franchise area, provided that the receipt point is at an equal or shorter distance than the  
14 original designated receipt point in Concord. Liberty may choose an alternate designated  
15 receipt point that is a greater distance than the designated receipt points, provided the  
16 parties agree to a delivery adder.

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<sup>3</sup> Liberty will include a geographically targeted franchise filing along with the special contract filing in order to serve the commercial customer utilizing the West Lebanon receipt point.

1 IT requirements necessary to support a proposed “Opt-In” tariff that would allow  
2 residential, commercial, and industrial customers to choose RNG as a supply option and  
3 pay the Company’s contract price of the RNG.

4 **Q. Please explain the five percent cap that the Company is proposing.**

5 A. As stated above, the Company intends to sell RNG through special contracts and through  
6 its future opt-in tariff. Until the full RNG contract volumes are spoken for, whether  
7 through special contracts or customers opting-in, the Company proposes to include the  
8 balance of the unsold RNG in the Company’s overall COG subject to a cap of five  
9 percent of the Company’s overall annual sendout. The RNG would be included at its  
10 contract price.

11 The impact of including the unsold RNG in the Liberty COG would be *de minimus*. For  
12 example, including all of the currently uncontracted RNG in the 2020–2021 COG at the  
13 Year 1 contract price of \$1.047 (and making reasonable simplifying assumptions) would  
14 cause the Liberty COG rate to increase by less than one penny per therm.<sup>7</sup>

15 This five percent cap serves two purposes. First, it provides a mechanism to balance  
16 supply and demand over the course of time. Because customers will opt-in to RNG at  
17 different times during the year and because the Company will issue RFPs to acquire  
18 supply at different times during the year, it is necessary to have a mechanism in place to  
19 balance supply with demand. Second, the five percent cap protects non-RNG customers

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<sup>7</sup> Note, also, that two of the LOI customers would be new Liberty customers, so receipt of their incremental distribution charges will have a downward impact on Liberty’s overall distribution rates.

Projections

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	Rate Base model					CapEx														
2														Weighted						
3	Purchase Price					\$ 12,500,000					Long Term Debt	Ratio	Rate	Rate	PreTax					
4	Decompression (Broken Bridge)					\$ 804,368					Short Term Debt	0.95%	2.49%	0.02%	0.02%					
5	Total Cost					\$ 13,304,368					CommonEquity	49.21%	9.30%	4.58%	6.32%					
6	Required Return (pre tax)					8.55%								6.80%	8.55%					
7	Depreciation					\$ 665,218														
8	OpEx					\$ 10,000														
9																				
10																				
11																				
12																				
13																				
14																				
15	Year	MACRS	MACRS	Book	Delta	Tax Rate	DIT	ADIT	Rate Base	Return	O&M - Ins	Revenue	Dth	\$/Dth	Rudarpa Fee	Delivered	Rudarpa	TREC	COG	Potential
16		Rates	Table	Depreciation						Required	1.7% escalator (2)	Requirement	Projections (1)		1.7% escalator (2)	COG	ownership	Estimate	W/TREC	Savings
17									\$13,304,368											
18	1	3.75%	\$ 498,914	\$ 665,218	\$ 166,305	27.48%	\$ 45,701	\$ 45,701	\$12,684,850	\$1,110,817	\$ 10,000.00	\$1,786,035	538,083	\$3.32	\$6.11	\$9.43	\$10.47	\$ 4.07	\$5.36	
19	2	7.22%	\$ 960,442	\$ 665,218	\$ (295,224)	27.48%	\$ (81,128)	\$ (35,427)	\$11,938,504	\$1,052,438	\$ 10,170.00	\$1,727,826	572,077	\$3.02	\$6.21	\$9.23	\$10.88	\$ 4.07	\$5.16	
20	3	6.68%	\$ 888,333	\$ 665,218	\$ (223,114)	27.48%	\$ (61,312)	\$ (96,739)	\$11,211,974	\$989,485	\$ 10,342.89	\$1,665,046	532,220	\$3.13	\$6.32	\$9.45	\$11.73	\$ 4.07	\$5.38	
21	4	6.18%	\$ 821,811	\$ 665,218	\$ (156,592)	27.48%	\$ (43,032)	\$ (139,770)	\$10,503,724	\$928,160	\$ 10,518.72	\$1,603,897	572,977	\$2.80	\$6.43	\$9.23	\$12.64	\$ 4.07	\$5.16	
22	5	5.71%	\$ 760,079	\$ 665,218	\$ (94,860)	27.48%	\$ (26,068)	\$ (165,838)	\$9,812,438	\$868,342	\$ 10,697.54	\$1,544,258	494,219	\$3.12	\$6.54	\$9.66	\$12.86	\$ 4.07	\$5.59	25%
23	6	5.29%	\$ 703,136	\$ 665,218	\$ (37,917)	27.48%	\$ (10,420)	\$ (176,258)	\$9,136,800	\$809,918	\$ 10,879.40	\$1,486,016	458,786	\$3.24	\$6.65	\$9.89	\$13.07	\$ 4.07	\$5.82	24%
24	7	4.89%	\$ 650,317	\$ 665,218	\$ 14,901	27.48%	\$ 4,095	\$ (172,163)	\$8,475,676	\$752,783	\$ 11,064.35	\$1,429,065	425,750	\$3.36	\$6.76	\$10.12	\$13.30	\$ 4.07	\$6.05	24%
25	8	4.52%	\$ 601,624	\$ 665,218	\$ 63,595	27.48%	\$ 17,476	\$ (154,687)	\$7,827,934	\$696,840	\$ 11,252.44	\$1,373,311	394,946	\$3.48	\$6.88	\$10.35	\$13.52	\$ 4.07	\$6.28	23%
26	9	4.46%	\$ 593,641	\$ 665,218	\$ 71,577	27.48%	\$ 19,669	\$ (135,018)	\$7,182,385	\$641,563	\$ 11,443.73	\$1,318,225	375,000	\$3.52	\$6.99	\$10.51	\$13.75	\$ 4.07	\$6.44	24%
27	10	4.46%	\$ 593,508	\$ 665,218	\$ 71,711	27.48%	\$ 19,706	\$ (115,312)	\$6,536,872	\$586,381	\$ 11,638.27	\$1,263,238	375,000	\$3.37	\$7.11	\$10.48	\$13.99	\$ 4.07	\$6.41	25%
28	11	4.46%	\$ 593,641	\$ 665,218	\$ 71,577	27.48%	\$ 19,669	\$ (95,642)	\$5,891,323	\$531,199	\$ 11,836.12	\$1,208,254	314,478	\$3.84	\$7.23	\$11.07	\$14.22	\$ 4.07	\$7.00	22%
29	12	4.46%	\$ 593,508	\$ 665,218	\$ 71,711	27.48%	\$ 19,706	\$ (75,936)	\$5,245,811	\$476,017	\$ 12,037.34	\$1,153,273	291,197	\$3.96	\$7.35	\$11.32	\$14.47	\$ 4.07	\$7.25	22%
30	13	4.46%	\$ 593,641	\$ 665,218	\$ 71,577	27.48%	\$ 19,669	\$ (56,266)	\$4,600,262	\$420,835	\$ 12,241.97	\$1,098,296	270,000	\$4.07	\$7.48	\$11.55	\$14.71	\$ 4.07	\$7.48	22%
31	14	4.46%	\$ 593,508	\$ 665,218	\$ 71,711	27.48%	\$ 19,706	\$ (36,560)	\$3,954,750	\$365,654	\$ 12,450.09	\$1,043,322	270,000	\$3.86	\$7.61	\$11.47	\$14.96	\$ 4.07	\$7.40	23%
32	15	4.46%	\$ 593,641	\$ 665,218	\$ 71,577	27.48%	\$ 19,669	\$ (16,891)	\$3,309,201	\$310,472	\$ 12,661.74	\$988,352	270,000	\$3.66	\$7.74	\$11.40	\$15.22	\$ 4.07	\$7.33	25%
33	16	4.46%	\$ 593,508	\$ 665,218	\$ 71,711	27.48%	\$ 19,706	\$ 2,815	\$2,663,689	\$255,290	\$ 12,876.99	\$933,385	270,000	\$3.46	\$7.87	\$11.32	\$15.48	\$ 4.07	\$7.25	27%
34	17	4.46%	\$ 593,641	\$ 665,218	\$ 71,577	27.48%	\$ 19,669	\$ 22,485	\$2,018,140	\$200,108	\$ 13,095.90	\$878,422	270,000	\$3.25	\$8.00	\$11.26	\$15.74	\$ 4.07	\$7.19	28%
35	18	4.46%	\$ 593,508	\$ 665,218	\$ 71,711	27.48%	\$ 19,706	\$ 42,191	\$1,372,627	\$144,926	\$ 13,318.53	\$823,463	270,000	\$3.05	\$8.14	\$11.19	\$16.01	\$ 4.07	\$7.12	30%
36	19	4.46%	\$ 593,641	\$ 665,218	\$ 71,577	27.48%	\$ 19,669	\$ 61,860	\$727,079	\$89,744	\$ 13,544.94	\$768,508	270,000	\$2.85	\$8.28	\$11.12	\$16.28	\$ 4.07	\$7.05	32%
37	20	4.46%	\$ 593,508	\$ 665,218	\$ 71,711	27.48%	\$ 19,706	\$ 81,566	\$81,566	\$34,563	\$ 13,775.21	\$713,556	270,000	\$2.64	\$8.42	\$11.06	\$16.55	\$ 4.07	\$6.99	33%
38	21	2.23%	\$ 296,820																	
39																				
40		(1) No Landfill Expansion												541,915						
41		(2) Last ten year average																		

MASQ

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	Rate Base model					CapEx														
2																				
3	Purchase Price										Long Term Debt	Ratio	Rate	Weighted Rate	PreTax					
4	Decompression (Broken Bridge)										Short Term Debt	49.85%	4.42%	2.20%	2.20%					
5	Total Cost										CommonEquity	0.95%	2.49%	0.02%	0.02%					
6	Required Return (pre tax)											49.21%	9.30%	4.58%	6.32%					
7	Depreciation													6.80%	8.55%					
8	OpEx																			
9						\$														
10																				
11	Year	MACRS	MACRS	Book Depr	Delta	Tax Rate	DIT	ADIT	Rate Base	Return	O&M - Ins	Revenue	Dth (1)	\$/Dth	Rudarpa Fee	Delivered	Rudarpa	TREC	COG	Potential
12		Rates	Table							Required	1.7% escalator (2)	Requirement			1.7% escalator (2)	COG	ownership	Estimate	W/TREC	Savings
13									\$13,304,368											
14	1	3.75%	\$ 498,914	\$ 665,218	\$ 166,305	27.48%	\$ 45,701	\$ 45,701	\$12,684,850	\$1,110,817	\$ 10,000.00	\$1,786,035	490,000	\$3.64	\$6.11	\$9.75	\$10.47	\$ 4.07	\$5.68	
15	2	7.22%	\$ 960,442	\$ 665,218	\$ (295,224)	27.48%	\$ (81,128)	\$ (35,427)	\$11,938,504	\$1,052,438	\$ 10,170.00	\$1,727,826	490,000	\$3.53	\$6.21	\$9.74	\$10.88	\$ 4.07	\$5.67	
16	3	6.68%	\$ 888,333	\$ 665,218	\$ (223,114)	27.48%	\$ (61,312)	\$ (96,739)	\$11,211,974	\$989,485	\$ 10,342.89	\$1,665,046	490,000	\$3.40	\$6.32	\$9.72	\$11.73	\$ 4.07	\$5.65	
17	4	6.18%	\$ 821,811	\$ 665,218	\$ (156,592)	27.48%	\$ (43,032)	\$ (139,770)	\$10,503,724	\$928,160	\$ 10,518.72	\$1,603,897	490,000	\$3.27	\$6.43	\$9.70	\$12.64	\$ 4.07	\$5.63	
18	5	5.71%	\$ 760,079	\$ 665,218	\$ (94,860)	27.48%	\$ (26,068)	\$ (165,838)	\$9,812,438	\$868,342	\$ 10,697.54	\$1,544,258	490,000	\$3.15	\$6.54	\$9.69	\$12.86	\$ 4.07	\$5.62	25%
19	6	5.29%	\$ 703,136	\$ 665,218	\$ (37,917)	27.48%	\$ (10,420)	\$ (176,258)	\$9,136,800	\$809,918	\$ 10,879.40	\$1,486,016	375,000	\$3.96	\$6.65	\$10.61	\$13.07	\$ 4.07	\$6.54	19%
20	7	4.89%	\$ 650,317	\$ 665,218	\$ 14,901	27.48%	\$ 4,095	\$ (172,163)	\$8,475,676	\$752,783	\$ 11,064.35	\$1,429,065	375,000	\$3.81	\$6.76	\$10.57	\$13.30	\$ 4.07	\$6.50	20%
21	8	4.52%	\$ 601,624	\$ 665,218	\$ 63,595	27.48%	\$ 17,476	\$ (154,687)	\$7,827,934	\$696,840	\$ 11,252.44	\$1,373,311	375,000	\$3.66	\$6.88	\$10.54	\$13.52	\$ 4.07	\$6.47	22%
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29	16	4.46%	\$ 593,508	\$ 665,218	\$ 71,711	27.48%	\$ 19,706	\$ 2,815	\$2,663,689	\$255,290	\$ 12,876.99	\$933,385	270,000	\$3.46	\$7.87	\$11.32	\$15.48	\$ 4.07	\$7.25	27%
30	17	4.46%	\$ 593,641	\$ 665,218	\$ 71,577	27.48%	\$ 19,669	\$ 22,485	\$2,018,140	\$200,108	\$ 13,095.90	\$878,422	270,000	\$3.25	\$8.00	\$11.26	\$15.74	\$ 4.07	\$7.19	28%
31	18	4.46%	\$ 593,508	\$ 665,218	\$ 71,711	27.48%	\$ 19,706	\$ 42,191	\$1,372,627	\$144,926	\$ 13,318.53	\$823,463	270,000	\$3.05	\$8.14	\$11.19	\$16.01	\$ 4.07	\$7.12	30%
32	19	4.46%	\$ 593,641	\$ 665,218	\$ 71,577	27.48%	\$ 19,669	\$ 61,860	\$727,079	\$89,744	\$ 13,544.94	\$768,508	270,000	\$2.85	\$8.28	\$11.12	\$16.28	\$ 4.07	\$7.05	32%
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34	21	2.23%	\$ 296,820																	
35																				
36	(1) Minimum Annual Supply Quantity																			
37	(2) Last ten year average																			

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty

DG 21-036

Petition for Approval of a Renewable Natural Gas Supply and Transportation Agreement

Department of Energy Data Requests - Set 1

Date Request Received: 7/23/21  
Request No. DOE 1-26

Date of Response: 8/6/21  
Respondent: William J. Clark  
Mark R. Stevens

---

**REQUEST:**

Reference Bates 20, lines 8-19. Why does the Company believe that 65% of RNG production will be able to be sold to LOI customers in approximately one year, and explain the Company's position, given the following:

- a. LOI customers have not signed actual contracts as of 7/23/21
  - i. Parties cannot yet review the terms or duration of LOI customer RNG use;
  - ii. Liberty has not yet filed petitions for PUC review and approval of LOI customer special contracts;
  - iii. Some portion of the LOI customers include a distribution customer who could only burn RNG as part of mixed pipeline fuel that will be a combination of RNG and natural gas and there is not a clear statutory/regulatory pathway for distribution pipelines customers to qualify their facilities for TRECs;
  - iv. Liberty has not filed a petition for a Lebanon franchise, of any size and:
  - v. DG 15-362 (Pelham/Windham) took approximately 18 months from petition to order;
  - vi. DG 16-852 (Lebanon Franchise) took approx. 16 months from petition to order.
  - vii. Facilities that will receive pipeline RNG do not have production meters at this time.
- b. Please provide a timeline illustrating how the Company will address the above issues with a timeline end date of August 2022.

**RESPONSE:**

- a. The Company anticipates executing the special contracts and filing petitions for PUC approval of these special contracts prior to the RNG being delivered to the receipt points. If the special contracts are not approved or the off system receipt points are not ready to accept gas prior to RUDARPA being able to provide the Company with RNG, the Company has been in discussions with a third party that could potentially purchase RNG



Docket No. DG 21-036 Request No. DOE 1-26

from the Company and contract with the off system LOI customers and supply them with RNG during the interim period.

Please see response to DOE 1-20 for the Company's interpretation of statutory and regulatory pathway options for distribution pipeline customers.

The Company does not plan to file for a petition for a Lebanon franchise until the special contract with the Lebanon LOI customer is executed.

- b. The Company will endeavor to have the three special contracts executed by December 15, 2021, and file for PUC approval as soon as they are executed. If filed by December 15, it is the Company's desire to have Commission approval of the petitions by May 1, 2022, including a ruling on the Lebanon franchise in this timeframe.

SUPPLEMENTAL

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty

DG 21-036

Petition for Approval of a Renewable Natural Gas Supply and Transportation Agreement

OCA Data Requests - Set 1

Date Request Received: 3/31/21  
Request No. OCA 1-7

Date of Response: 8/12/21  
Respondent: William J. Clark  
Mark R. Stevens

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**REQUEST:**

Refer Testimony of William J. Clark and Mark Stevens, Bates page 021, Lines 5-14. Please provide all deliverables (reports, workpapers, presentations and analyses, etc.) produced by the consultants.

**RESPONSE:**

See Confidential Attachment OCA 1-7.

Confidential Attachment OCA 1-7 is a report prepared by the Company's consultant, 3Degrees, which contains 3Degrees' proprietary accumulation of data, analysis, and conclusions, the public disclosure of which would cause 3Degrees competitive harm if other firms had access to the report. The information is thus "confidential, commercial, or financial information" protected from disclosure by RSA 91-A:5, IV. Pursuant to that statute and Puc 203.08(d), the Company has a good faith basis to seek confidential treatment of this information and will submit a motion seeking confidential treatment prior to the final hearing in this docket. Given that the confidential information cannot be segregated from non-confidential information, only a confidential version will be provided.

**SUPPLEMENTAL RESPONSE:**

After further review, the Company and 3Degrees, the consultant who prepared Confidential Attachment OCA 1-7, have determined that fewer redactions are necessary and thus the Company is providing a Revised Confidential Attachment OCA 1-7 with this supplemental response.

The redacted or shaded information in Revised Confidential Attachment OCA 1-7 contains 3Degrees' proprietary analysis and conclusions, the public disclosure of which would cause 3Degrees competitive harm if other firms had access to the information. The marked information is thus "confidential, commercial, or financial information" protected from disclosure by RSA 91-A:5, IV. Pursuant to that statute and Puc 203.08(d), the Company has a

Docket No. DG 21-036 Request No. OCA 1-7 (Supplemental)

good faith basis to seek confidential treatment of this information and will submit a motion seeking confidential treatment prior to the final hearing in this docket.

# Residential and Commercial Markets Assessment

## *Exploring Potential Customer Demand for a Voluntary Renewable Natural Gas Program in New Hampshire*

Prepared for Liberty Utilities (“Liberty”)  
May 27, 2020

000090

## TABLE OF CONTENTS

- I. Executive Summary**
  - II. Residential Market: Methodology & Key Findings**
  - III. Commercial Market: Methodology & Key Findings**
  - IV. Overview of 3Degrees Group**
  - V. Appendix**
- 

### **I. EXECUTIVE SUMMARY**

Renewable natural gas programs are currently offered by a small but growing number of utilities in the United States. In the first quarter of 2020, 3Degrees conducted an assessment of Liberty's residential and commercial natural gas customers to determine the potential customer demand for a voluntary renewable natural gas product offering within Liberty's New Hampshire service territory.

To complete the assessment, we utilized trusted third-party customer segmentation systems and our existing knowledge base to identify potential levels of customer demand. Key findings included:

#### Residential

- A notable number of customers exhibit demographics, such as income and education level, that align with those of the average voluntary green power program participant. These customers have been identified by 3Degrees as more likely to participate in green power programs compared to other customers with different demographics.
- Over a span of 3-7 years, a voluntary renewable natural gas program offered by Liberty in New Hampshire could achieve an overall participation rate of 1.7 percent to 4.3 percent. In terms of participation volume, this equates to 1,400 – 3,500 customers.

#### Commercial

- Of the most common industry sectors within the commercial customer base, several are higher potential sectors for participation in a voluntary green power program based on 3Degrees' insights. These include businesses within the following industry sectors as defined by the North American Industry Classification System (NAICS): Retail Trade; Accommodation and Food Services; and Health Care and Social Assistance.
- Over a span of 3-7 years, a voluntary renewable natural gas program offered by Liberty in New Hampshire could achieve an overall participation rate of 0.7 percent to 1.6 percent. In terms of participation volume, this equates to approximately 85 to 200 commercial customers.



### **About 3Degrees**

*3Degrees Group provides renewable energy and emission reduction solutions to utilities, Fortune 500 companies, and other organizations across the United States. For more than 16 years, 3Degrees' Utility Partnerships division has provided program design, management, and marketing services to electric and gas utilities who seek to offer or currently offer renewable energy and emission reduction programs to their residential and commercial customers. A more detailed review of the company's previous work in renewable natural gas and/or carbon offset product research, design and supply is discussed in section IV.*

## **II. RESIDENTIAL MARKET**

### **Methodology**

To analyze Liberty's residential customer base in New Hampshire and create projections of potential demand for a voluntary RNG program, 3Degrees utilized Experian's Mosaic platform, a household-based consumer lifestyle segmentation system. Mosaic, one of the most powerful and reputable segmentation systems in the industry, provides information about consumer demographics, interests and behaviors. Specifically, the system segments the consumer landscape into 19 overarching groups and 71 unique types of consumers based on zip+4 location data.

First, we determined the distribution of Mosaic segments within the residential customer base by matching as many customer records as possible to their corresponding Mosaic segments via zip code and zip+4 location data. Of the 85,035 residential customer records<sup>1</sup> provided by Liberty, we were able to match 95 percent (81,432) with a Mosaic segment classification<sup>2</sup>.

Next, to develop participation projections, we leveraged our insights into how residential customers have responded to similar voluntary programs offered by utilities partnering with 3Degrees. As customers within the same Mosaic segment are similar in a number of important ways, we are able to infer that if we have seen a level of interest and participation among one Mosaic segment in programs elsewhere, a similar level of interest and participation could be achieved in a similar program offered by Liberty.

Specifically, we applied the participation rates<sup>3</sup> witnessed among customers within each Mosaic segment in similar voluntary programs partnering with 3Degrees to the number of Liberty residential customers within each Mosaic segment. We then aggregated the number of projected participants from each segment to create participation projections for the residential base as a whole.

---

<sup>1</sup> Liberty's records did not contain Zip+4 data necessary for Mosaic segmentation. 3Degrees successfully appended zip+4 data and matched Mosaic segments to 81,432 records, or 95.76% of total records. The residential codes included in the analysis are: R1, R1F, R3, R3F, R4, R4F, R4FA, R4FAF, R5, R5F, R6, R6F, R7FA, R7FAF.

<sup>2</sup> It is expected that some percentage of records will not map to a Mosaic segment, due to the lack of information Mosaic has on a given zip code and zip+4.

<sup>3</sup> The participation rates used represented a weighted average of rates seen in carbon offset and renewable natural gas programs that are a) currently offered to gas and gas-and-electric customers in the United States and b) enable customers to support sustainability and/or reduce their carbon footprint by paying a small premium on their bill.

Some key considerations and limitations exist. First and foremost, actual participation rates and voluntary program growth will be influenced by the program design and marketing investments, which is why we present a range of participation rates and volumes. Second, the participation rates utilized were derived from utility programs offered by utilities with a large number of gas customers (>500K). 3Degrees does not have access to participation data from a program offered by a utility more comparable to Liberty in New Hampshire, which would have strengthened the analysis. Third, there may be some regional differences not accounted for (i.e. a customer in Mosaic segment B in San Francisco may not behave *exactly* the same as a customer in the same segment in Kansas City, despite sharing demographic and psychographic characteristics.) However, the value of the Mosaic tool is that it segments customers everywhere among these key characteristics that typically do lead to similar behaviors.

### Key Findings: Notable Customer Base Insights

After segmenting the residential customer base, we found:

1. A sizable number of customers exhibit demographics that align with those of the average voluntary green power program participant. Over one-third (36 percent) of customers have annual incomes of \$50,000 - \$125,000 (Figure 1)<sup>4</sup> and nearly three-quarters (72 percent) of customers are likely to have some level of college education or a college degree (Figure 2). Customers with these income ranges and education levels have been identified by 3Degrees as more likely to participate in green power programs compared to other customers with different demographics.

INCOME DISTRIBUTION

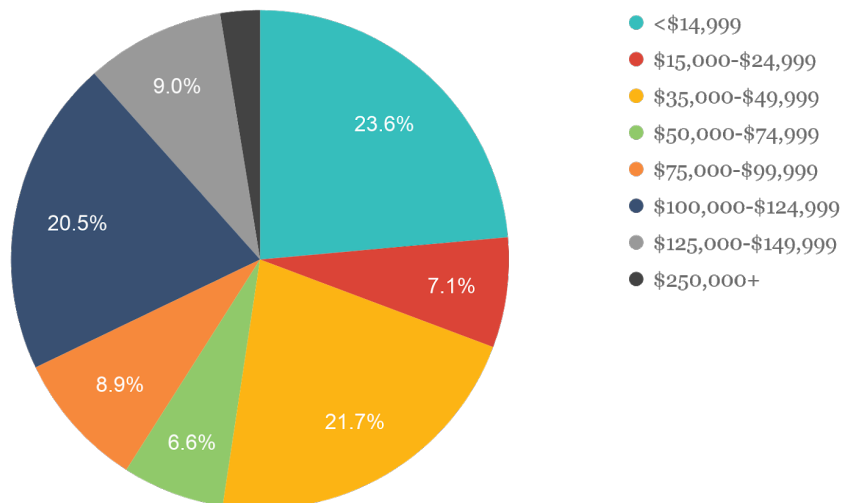


Fig. 1 (n=81,432)

<sup>4</sup> No Mosaic segments within the customer base presented incomes in the \$149,000-\$250,000 range.

### LEVEL OF EDUCATION DISTRIBUTION

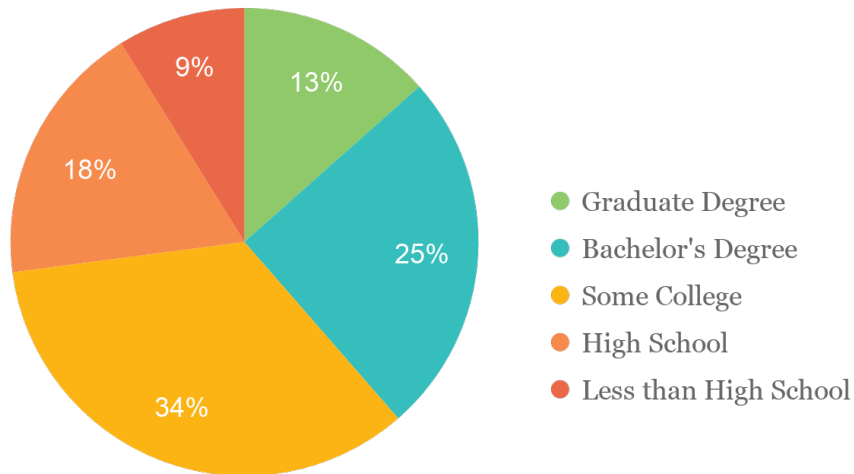


Fig. 2 (n=81,432)

2. Levels of environmentally-conscious behavior and awareness are in line with the national average, based on a Mosaic psychographic index tool that considers consumers' underlying demographics to determine their "green behavior" propensity. Specifically, we found that 17 percent of customers are likely to display behaviors that are considered environmentally conscious (Figure 2), as compared to 19 percent nationally. 28 percent are likely to "think green" and value living in environmentally conscious ways, but do not necessarily always follow through on these beliefs, as compared to 27 percent nationally.

### GREEN BEHAVIOR PROPENSITY DISTRIBUTION

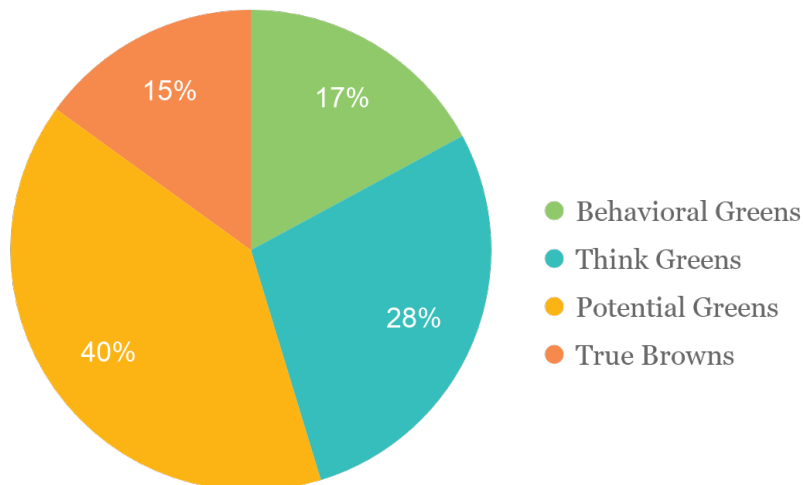


Fig. 2 (n=81,432)

3. A majority of the customer base is concentrated within four Mosaic segments:

- a. Significant Singles (16.1 percent)
- b. Singles and Starters (15.8 percent)
- c. Booming with Confidence (11.7 percent)
- d. Golden Year Gaurdians (7.1 percent)

The remainder of the customer base is spread across the remaining 15 Mosaic segments.

Detailed profiles of the three largest segments are included in the Appendix, Section 1.

### **Key Findings: Participation Projections**

After applying participation rates from other similar voluntary programs to the Mosaic segmentation of the residential customer base, we determined that:

1. Over a span of 3-7 years, a voluntary renewable natural gas program offered by Liberty in New Hampshire could achieve an overall participation rate of 1.7 percent to 4.3 percent. In terms of participation volume, this equates to 1,400 – 3,500 customers. Projected participation rates and volumes by each Mosaic segment are included within the Appendix, Section 2.

The lower projection scenario represents the potential outcome after a shorter timeframe and/or a lower investment in marketing to grow the program. The higher projection scenario represents the potential outcome after a longer timeframe and/or a greater investment in marketing that enables access to higher cost but also higher return channels.

2. The projected participation rate of 1.7 percent to 4.3 percent is in line with the national average of 3.9 percent seen among voluntary green power and green gas programs.<sup>5</sup>

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<sup>5</sup> Among the 12 voluntary green power and green gas programs for which 3Degrees was able to obtain residential participation data for, participation rates range from under 1 percent to as high as fifteen percent. A number of key factors influence the participation rate of a given program including the underlying size and demographics of the customer base, the age of the program, the price and structure of the product offering, and the level of marketing investment to grow the program made over time.

### III. COMMERCIAL MARKET

#### Methodology

Liberty's commercial customer base in New Hampshire includes small and medium business customers as well as large commercial and industrial customers.

To analyze the commercial customer base and provide a directional assessment of the potential demand for a voluntary RNG program, 3Degrees utilized the North American Industry Classification System (NAICS) as well as our own customer insights. NAICS groups individual businesses by type of economic activity into standardized industry sector codes. NAICS replaced the former industry classification system, the Standard Industrial Classification (SIC), in 1997. NAICS are widely used by government bodies, B2B marketers and other organizations for various regulatory, contracting, business development, analysis and other purposes. A list of the major industry sector codes and sub-sector codes can be found at: <https://www.naics.com/search/>

We pursued two paths to explore the potential level of interest and demand among this customer group, both of which leveraged our insights into how commercial gas customers have responded to similar voluntary programs offered by utilities partnering with 3Degrees.

- 1) We identified industry sectors with higher potential for participation. To do this, we first determined the breakdown of the commercial customer base by major NAICS industry sector codes. A total of 10,950 commercial customer records provided by Liberty had a NAICS code<sup>6</sup>. We then considered the types of businesses enrolling at the highest rates in one voluntary green power program, determined what NAICS industry sector codes these businesses were likely to fall within, and compared those to the most common NAICS sector codes within Liberty's commercial customer base to identify industry sectors with higher potential for participation. A key limitation is that the 3Degrees' data is limited to program enrollments (i.e. not total program participation) from primarily small and medium business customers acquired via 3Degrees' commercial outreach campaigns for one voluntary green power program over the course of a year. Thus, the insights provided are directional.
- 2) Second, we applied the overall commercial participation rate seen in similar voluntary programs partnering with 3Degrees to Liberty's commercial customer base, to provide a high-level, directional projection of the potential demand. As with the residential projections, actual participation rates and voluntary program growth will be influenced by the program design and marketing investments, and the participation rates utilized were derived from utility programs offered by utilities with a large number of gas customers (>500K). Additionally, unlike the residential projections, the projection does

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<sup>6</sup> A detailed breakdown of the commercial customer base by NAICS code can be found in the Appendix, Section 3.

not take into consideration the underlying make-up of Liberty's commercial customer base and so provides a high-level snapshot of the potential market opportunity.

### **Key Findings: Promising Segments & Participation Projections**

1. Commercial customers are increasingly looking for ways to improve their sustainability, and a utility offering can be a simple, affordable solution.
2. 3Degrees has the greatest success when targeting small, locally owned businesses, such as retail shops and food establishments, who are highly visible in their local communities and/or are seeking to demonstrate their commitment to sustainability.
3. Of the most common NAICS industry sectors within the New Hampshire commercial customer base, several are high potential sectors based on 3Degrees insights. These include businesses within the following major sectors:
  - a. Retail Trade (NAICS code 44-45): Includes businesses such as grocery stores, car dealerships, and retail shops.
  - b. Accommodation and Food Services (NAICS code 72): Includes businesses such as full-service restaurants and limited-service restaurants.
  - c. Health Care and Social Assistance (NAICS code 62 71): Includes businesses such as physicians offices and dentist offices.
4. Over a span of 3-7 years, a voluntary renewable natural gas program offered by Liberty in New Hampshire to commercial customers could achieve an overall participation rate of 0.7 percent to 1.6 percent. In terms of participation volume, this equates to approximately 85 to 200 customers.



#### IV. COMPANY OVERVIEW

3Degrees Group provides renewable energy and emission reduction solutions to utilities, Fortune 500 companies, and other organizations across the United States. 3Degrees was founded in 2002 as a division of 3Phases Renewables and was incorporated as 3Degrees Group Inc. in 2007. Headquartered in San Francisco, 3Degrees has approximately 130 full-time employees.

3Degrees' Utility Partnerships division is a specialized provider of program design, management, and marketing services to electric and gas utilities who seek to offer or currently offer renewable energy and emission reduction programs to their residential and commercial customers. Utility Partnerships has more than 16 years of experience working with a diverse range of utilities, including smaller municipal utilities to larger, investor-owned utilities. Learn more at <https://3degreesinc.com/services/utility-partnership-programs/>.

As interest in decarbonization solutions for gas utilities has increased in the recent years, 3Degrees has been engaged by a number of different utility clients to provide market research, strategic advice and program design focused on voluntary renewable natural gas (RNG) and/or carbon offset programs. Recent projects include:

- Completing residential market opportunity assessments to identify potential customer demand for these types of voluntary programs
- Implementing residential conjoint and univariate surveys to assess customers' interest in and willingness to pay for a voluntary renewable RNG and/or carbon offset products
- Re-designing an existing voluntary RNG program in order to increase customer satisfaction as well as program impact and growth
- Exploring and analyzing the universe of carbon offset product offering options available to a utility client operating across different states

Additional Reading: [Best Practices for Voluntary RNG Programs](#), [Voluntary Programs Can Play an Important Role on the Path to Decarbonization](#)

#### Awards and Recognition

3Degrees has been recognized with various awards, including:

- EPA Green Supplier of the Year – 8-time winner
- Bay Area Best and Brightest five years running
- San Francisco Green Business – 8-time winner
- B Lab Best for the World for Worker Impact – 2017, 2016, 2013
- Climate Action Reserve Project Developer of the Year - 2017
- Climate Action Reserve Leadership Award –2016, 2010
- The Climate Registry Climate Registered Platinum – 2016, 2015, 2014

## V. APPENDIX

### Section 1: Primary Mosaic Segments

#### 1. Significant Singles

16.1 percent of total residential customers – 13,122 customers

Description: Diversely aged singles earning mid-scale incomes supporting active styles of city living.

Mosaic Segment Profile:

Age	51-65 yrs
Income	\$35,000-50,000
Residency Status	Renters living in small (3 unit) apartments in mid-sized cities
Education & Career	College educated, modest paying sales and office jobs
Key Characteristics	Single adults, Value-conscious shoppers
Technology Adoption	Journeyman
Channel Preferences	Mobile, Radio, and Email
Focus/Motivators	Active in community, liberal-leaning, enjoy crafts
Green Propensity	Potential Greens

## 2. Singles and Starters

15.8 percent of total residential base – 12,895 customers

Description: Young singles starting out and some starter families living a city lifestyle.

Mosaic Segment Profile:

Age	25-30 yrs
Income	Less than \$15,000
Residency Status	Renters living in large (101+) apartment complexes in small cities
Education & Career	College or some college, entry-level young professionals
Key Characteristics	Single adults, politically disengaged, foodies
Technology Adoption	Wizards
Channel Preferences	Radio, Mobile, and TV
Focus/Motivators	Ambitious professionally and socially, seek novelty, plugged into latest trends
Green Propensity	Potential Greens

### 3. Booming with Confidence

11.7 percent of total residential base – 9,547 customers

Description: Prosperous, established couples in their peak earning years living in suburban homes.

#### Mosaic Segment Profile:

Age	51-65 yrs
Income	\$100,000-125,000
Residency Status	Homeowners in the suburbs
Education & Career	Bachelor or Graduate degree, in management or retired
Key Characteristics	Affluent, upscale housing, savvy investors, environmental philanthropists
Technology Adoption	Apprentices
Channel Preferences	Email, Social media, Direct mail
Focus/Motivators	Strong community roots, moderate-to-conservative politically
Green Propensity	Think Greens

#### 4. Golden Year Guardians

7.1 percent of total residential base – 5,816 customers

Description: Retirees living in old homes, settled residences and communities.

Mosaic Segment Profile:

Age	76+ yrs
Income	\$15,000-25,000
Residency Status	Homeowners in large (101+) apartment complexes
Education & Career	High school diploma or less, likely retired
Key Characteristics	Health-conscious, established credit, cautious money managers
Technology Adoption	Novices
Channel Preferences	Direct mail
Focus/Motivators	Politically engaged, clear and values-aligned messaging
Green Propensity	Behavioral Greens

#### **Section 2: Projected Participation Rates and Volumes by Mosaic Segment** ***Attached***

#### **Section 3: Commercial Customers - NAICS Code** ***Attached***

## Enrollment Projections - Detailed

**Data Utilized:** Received 85,035 residential records from Liberty on 3/9. Records did not contain Zip+4 data necessary for Mosaic segmentation and analysis. 3Degrees successfully appended zip+4 data and matched Mosaic segments to **81,432 records, or 95.76% of total records, which were used in the opportunity assessment.** The residential codes included in the analysis are: R1, R1F, R3, R3F, R4, R4F, R4FA, R4FAF, R5, R5F, R6, R6F, R7FA, R7FAF. *Note: 3Degrees uses Zip code and Zip+4 data to match records with their corresponding segment, and it's normal that some percentage of records will not map to a Mosaic segment, due to the lack of information Mosaic has on a given Zip code and Zip+4.*

MOSAIC SEGMENTS	CUSTOMER COUNT	% OF CUSTOMER BASE	PROJECTED PARTICIPATION RATE (LOW)	PROJECTED ENROLLMENTS (LOW)	PROJECTED PARTICIPATION RATE (HIGH)	PROJECTED ENROLLMENTS (HIGH)
Pastoral Pride	236	0.3%				
Economic Challenges	240	0.3%				
Families in Motion	394	0.5%				
Cultural Connections	644	0.8%				
Family Union	669	0.8%				
Middle-class Melting Pot	1,917	2.4%				
Power Elite	2,094	2.6%				
Flourishing Families	2,726	3.3%				
Promising Families	3,577	4.4%				
Young City Solos	3,589	4.4%				
Blue Sky Boomers	4,099	5.0%				
Autumn Years	4,533	5.6%				
Suburban Style	4,628	5.7%				
Thriving Boomers	5,291	6.5%				
Aspirational Fusion	5,415	6.6%				
Golden Year Guardians	5,816	7.1%				
Booming with Confidence	9,547	11.7%				
Singles and Starters	12,895	15.8%				
Significant Singles	13,122	16.1%				
	81,432	100%				
			LOW TOTAL:	1444	HIGH TOTAL:	3,519
			LOW RATE:	1.77%	HIGH RATE:	4.32%

3Degrees.



## Commercial Customers Breakdown: NAICS Industry Sector Codes

**Data Utilized:** Received file detailing NAICS code information for 11,083 commercial records from Liberty on 3/9. 10,950 records, or 98.8%, had a NAICS code assigned.

NAICS Code	NAICS Industry Sector	Number of Records	% Number of Records
53	Real Estate Rental and Leasing	1674	15.10%
44-45	Retail Trade	1593	14.37%
81	Other Services (except Public Administration)	1371	12.37%
72	Accommodation and Food Services	933	8.42%
62	Health Care and Social Assistance	928	8.37%
31-33	Manufacturing	750	6.77%
54	Professional, Scientific, and Technical Services	533	4.81%
61	Educational Services	521	4.70%
42	Wholesale Trade	486	4.39%
23	Construction	451	4.07%
56	Admin/Support, Waste and Remediation Services	371	3.35%
92	Public Administration	354	3.19%
52	Finance and Insurance	325	2.93%
71	Arts, Entertainment, and Recreation	226	2.04%
48-49	Transportation and Warehousing	197	1.78%
51	Information	118	1.06%
22	Utilities	67	0.60%
55	Management of Companies and Enterprises	35	0.32%
11	Agriculture, Forestry, Fishing, and Hunting	16	0.14%
21	Mining	1	0.01%
N/A	No NAICS Code Available	133	1.20%
TOTALS		11,083	100%

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty

DG 21-036

Petition for Approval of a Renewable Natural Gas Supply and Transportation Agreement

Energy Data Requests - Set 3

Date Request Received: 9/29/21  
Request No. Energy 3-2

Date of Response: 10/13/21  
Respondent: William J. Clark  
Mark R. Stevens

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**REQUEST:**

**Reference:** Response to OCA data request 1-9, attachment 1-9.c.2.

Are the annual Dth projections assumed to be constant over the year? That is, for a year 1 projection of 538,083 Dth, can each month's output be considered to be 538,083 divided by 12? If not, please provide a monthly projection for years one and two of the contract.

**RESPONSE:**

Yes, the annual Dth projections are assumed to be constant over the year so the monthly output can be estimated as suggested in the question. Note that the facility will be shut down once a year for approximately two weeks in the summer for annual maintenance.

Location	Month	Basis	Nymex	Combined	Winter Average
TGP-Z6 20C	Oct21	(\$0.425)	\$5.0310	\$4.6060	\$11.29
TGP-Z6 20C	Nov21	\$2.150	\$5.0720	\$7.2220	
TGP-Z6 20C	Dec21	\$7.550	\$5.1580	\$12.7080	
TGP-Z6 20C	Jan22	\$12.653	\$5.2160	\$17.8685	
TGP-Z6 20C	Feb22	\$11.905	\$5.1020	\$17.0070	
TGP-Z6 20C	Mar22	\$3.850	\$4.7240	\$8.5740	
TGP-Z6 20C	Apr22	\$0.495	\$3.8360	\$4.3310	
TGP-Z6 20C	May22	(\$0.598)	\$3.7170	\$3.1195	
TGP-Z6 20C	Jun22	(\$0.585)	\$3.7440	\$3.1590	
TGP-Z6 20C	Jul22	(\$0.320)	\$3.7750	\$3.4550	
TGP-Z6 20C	Aug22	(\$0.278)	\$3.7830	\$3.5055	
TGP-Z6 20C	Sep22	(\$0.815)	\$3.7680	\$2.9530	
TGP-Z6 20C	Oct22	(\$0.590)	\$3.7950	\$3.2050	\$7.85
TGP-Z6 20C	Nov22	\$1.608	\$3.8540	\$5.4615	
TGP-Z6 20C	Dec22	\$4.660	\$3.9800	\$8.6400	
TGP-Z6 20C	Jan23	\$8.083	\$4.0630	\$12.1455	
TGP-Z6 20C	Feb23	\$7.708	\$3.9720	\$11.6795	
TGP-Z6 20C	Mar23	\$2.955	\$3.0450	\$6.0000	
TGP-Z6 20C	Apr23	\$0.158	\$3.0410	\$3.1985	
TGP-Z6 20C	May23	(\$0.395)	\$3.0510	\$2.6560	
TGP-Z6 20C	Jun23	(\$0.383)	\$3.1500	\$2.7675	
TGP-Z6 20C	Jul23	(\$0.248)	\$3.4240	\$3.1765	
TGP-Z6 20C	Aug23	(\$0.285)	\$2.7430	\$2.4580	
TGP-Z6 20C	Sep23	(\$0.650)	\$5.0530	\$4.4030	
TGP-Z6 20C	Oct23	(\$0.458)	\$3.7740	\$3.3165	
TGP-Z6 20C	Nov23	\$1.430	\$3.8990	\$5.3290	
TGP-Z6 20C	Dec23	\$4.028	\$3.0290	\$7.0565	
TGP-Z6 20C	Jan24	\$7.658	\$3.2760	\$10.9335	

EnergyNorth 2020–2021 Winter COG DG 20-141

Winter Commodity only cost	\$	67,696,908
Winter Sales Actual therms		86,192,350
Average Commodity Cost	\$	0.79
RNG Cost Year 1	\$	1.047
RNG Socialized Volume		2,690,415
Winter Sales Minus RNG Volume		83,501,935
Winter Commodity Cost w/o RNG	\$	65,583,811
RNG Commodity Cost	\$	2,816,865
Commodity Cost including RNG	\$	68,400,676
Impact per therm		\$0.008
Total Ratepayer Cost	\$	703,768

RUDARPA Projected Winter Volume 269042

Summer Ratepayer Cost	\$	1,947,098
Winter Ratepayer Cost	\$	703,768
Annual Cost of Contract	\$	2,650,866
Commodity Cost at COG	\$	76,092,030
% Increase		3.48%
Increase per Therm	\$	0.024

EnergyNorth 2020 Summer COG DG 19-145

Summer Commodity only cost	\$	8,395,122
Summer Sales Actual therms		25,968,311
Average Commodity Cost	\$	0.32
RNG Cost Year 1	\$	1.047
RNG Socialized Volume		2,690,415
Summer Sales Minus RNG Volume		23,277,896
Summer Commodity Cost w/o RNG	\$	7,525,356
RNG Commodity Cost	\$	2,816,865
Commodity Cost including RNG	\$	10,342,220
Impact per therm		\$0.075
Total Ratepayer Cost	\$	1,947,098.176

RUDARPA Projected Summer Volume 269042

Contract Year	Dth Projections	Contract Price	Cap Volumetric Savings	Cap Monetary Savings	Contract Commodity Cost	Monetary Savings Percentage
1	538083	\$ 10.47	-	\$ -	5,633,729	0.00%
2	572077	\$ 10.70	11,274	\$ 120,629	6,121,224	1.97%
3	532220	\$ 11.53	-	\$ -	6,136,497	0.00%
4	572977	\$ 12.43	12,174	\$ 151,319	7,122,104	2.12%
5	494219	\$ 12.64	-	\$ -	6,247,576	0.00%
6	458786	\$ 12.86	-	\$ -	5,898,250	0.00%
7	425750	\$ 13.07	-	\$ -	5,566,582	0.00%
8	394946	\$ 13.30	-	\$ -	5,251,612	0.00%
9	375000	\$ 13.52	-	\$ -	5,071,158	0.00%
10	375000	\$ 13.75	-	\$ -	5,157,368	0.00%
11	314478	\$ 13.99	-	\$ -	4,398,535	0.00%
12	291197	\$ 14.22	-	\$ -	4,142,148	0.00%
13	270000	\$ 14.47	-	\$ -	3,905,921	0.00%
14	270000	\$ 14.71	-	\$ -	3,972,322	0.00%
15	270000	\$ 14.96	-	\$ -	4,039,851	0.00%
16	270000	\$ 15.22	-	\$ -	4,108,529	0.00%
17	270000	\$ 15.48	-	\$ -	4,178,374	0.00%
18	270000	\$ 15.74	-	\$ -	4,249,406	0.00%
19	270000	\$ 16.01	-	\$ -	4,321,646	0.00%
20	270000	\$ 16.28	-	\$ -	4,395,114	0.00%
Sum:			23,447	\$ 271,948	\$ 99,917,946	0.27%

Dth Projections: Attachment OCA 1-9.c.2

May 2020 - May 2021 Actual Demand (therms)

May 2020 - May 2021 Demand: Attachment DTP-9

11,216,066