

## RNG SUPPLY AGREEMENT

This RNG Supply Agreement (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (the “**Execution Date**”) by and between **ampRenew Offtake I LLC**, a Delaware limited liability company (“**Provider**”) and the **City of Banning**, a city in Riverside County, California (“**Dispenser**”). Dispenser and Provider may each be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Provider is in the business of producing and procuring RNG (and associated Green Attributes) for sale and distribution;

**WHEREAS**, Dispenser desires to purchase RNG from Provider for delivery and use as vehicle fuel at its gas fueling station located at 176 E. Lincoln Street, Banning, California 92220 (the “**CNG Facility**”), which has a CNG dispensing capacity of greater than 270 GGE per day;

**WHEREAS**, each of Provider’s supply sources providing RNG hereunder has enrolled or will enroll in a voluntary Quality Assurance Program (“**QAP**”) for the generation of RINs; and

**WHEREAS**, each of Provider’s supply sources providing RNG hereunder has enrolled or will enroll in a voluntary Carbon Intensity Program (“**CI**”) for the generation of LCFS Credits.

**NOW THEREFORE**, in consideration of the premises and of the agreements set forth hereafter, the sufficiency of such consideration being acknowledged by the Parties, the Parties hereby agree as follows:

### ARTICLE 1 - DEFINITIONS

1.1 Definitions. The following terms when used herein will have the meanings set forth below.

“**Advanced Biofuel**” means a renewable fuel as defined in the RFS program (40 C.F.R. § 80.1401 (2012)).

“**Agreement**” shall have the meaning set forth in the preamble.

“**CARB**” means the California Air Resources Board or its successor agency and policies established under the California Low Carbon Fuel Standard Regulation (Cal. Code Regs. tit. 17 §§ 95480-90 (2010).) (collectively, the “**LCFS**”), applying to any fuel that is sold, supplied, or offered for sale in California.

“**Cellulosic Biofuel**” means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has lifecycle greenhouse gas emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas Emissions (as defined in the RFS program (40 C.F.R. § 80.1401 (2012))).

“**CI**” shall have the meaning set forth in the foregoing recitals.

“**Claims**” shall have the meaning set forth in Article 3.12 herein.

**“CNG Facility”** shall have the meaning set forth in the foregoing recitals.

**“Deliver,” “Delivered,” and “Delivery”** shall refer to the action and result of the RNG originating from or procured by Provider being or having been transported to the Delivery Point for use by Dispenser during the Delivery Period.

**“Delivery Period”** shall have the meaning set forth in Article 3.1 herein.

**“Delivery Point”** means the CNG Facility’s point of interconnection with the local distribution company SoCalGas, meter number 14166153.

**“Dispenser”** shall have the meaning set forth in the preamble.

**“Dispenser’s RIN Share”** shall have the meaning set forth in Article 3.7 herein.

**“Dispenser’s LCFS Share”** shall have the meaning set forth in Article 3.8 herein.

**“Effective Date”** means the earliest date after the Execution Date upon which all conditions precedent, as set forth in Article 2 herein, have been completed.

**“EMTS”** means the EPA Moderated Transaction System or any replacement or successor system designated by the EPA.

**“EPA”** means the United States Environmental Protection Agency or successive agency overseeing the RFS.

**“Execution Date”** shall have the meaning set forth in the preamble.

**“Force Majeure”** means any event beyond the Parties’ reasonable control, including but not limited to flood, drought, earthquake, hurricane, unusually severe weather or storms, fire, lightning or other Acts of God; epidemic or pandemic; war; riot; civil disturbance; sabotage; restraint by a Governmental Authority; a failure to obtain required permits or approvals or renewal of same, *provided* that diligent action was taken to obtain them; or failure or breakdown of machinery, equipment or lines of pipe that was not due to a failure of the affected Party to operate and maintain it in accordance with prudent industry practices.

**“Gasoline Gallon Equivalent” or “GGE”** means the amount of RNG it takes to equal the energy content of one liquid gallon of gasoline.

**“Green Attributes”** means any and all environmental attributes associated with the use of RNG as an Advanced Biofuel, Cellulosic Biofuel, low carbon fuel or Alternative Fuel including, without limitation, RINs and LCFS Credits.

**“Governmental Authority”** means any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority.

**“Invalidation Event”** shall have the meaning set forth in Article 3.16 herein.

**“LCFS Credit(s)”** means credits generated and traded under the LCFS, with each credit equal to one metric tonne of Carbon Dioxide reductions as compared to the baseline CO<sub>2</sub> emissions under the Low Carbon Fuel Standard.

**“LCFS Existing Credits”** means the number of LCFS Credits generated using the CI value of Pathway Code CNGF205 for compressed Gas (i.e., not compressed RNG), which is currently 79.46.

**“LCFS Incremental Credits”** means the difference in the number of LCFS Credits generated using a CI value of forty-two (42) and the LCFS Existing Credits.

**“LRT-CBTS”** means “LCFS Reporting Tool and Credit Bank and Transfer System”.

**“Maximum Dispensing Commitment”** means the total volume of CNG dispensed from the CNG Facility as Vehicle Fuel in any given month.

**“OPIS Price”** means, with respect to RINs, ninety-eight percent (98%) the simple average of the daily price published in the Oil Price Information Service’s (OPIS) Carbon Market Report for D3 RINs (under the “Mean” column) during the applicable calendar month of Delivery and, with respect to LCFS Credits, ninety-eight percent (98%) the simple average of the mid-point of the “Low” and “High” daily prices published in the OPIS Carbon Market Report for LCFS Credits during the applicable calendar quarter of Delivery.

**“Party(ies)”** shall have the meaning set forth in the preamble.

**“Provider”** shall have the meaning set forth in the preamble.

**“QAP”** shall have the meaning set forth in the foregoing recitals.

**“Renewable Fuel Standard”** or **“RFS”** means the renewable energy program and policies established by the Environmental Protection Agency and published on March 26, 2010 (at 75 Fed. Reg. 14670) and effective July 1, 2010, codified at 40 C.F.R. § 80.1401 *et seq.*

**“Renewable Identification Number (RIN)”** is a number generated to represent a volume of renewable fuel as defined in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. § 80.1426 (2012)).

**“RNG”** means renewable natural gas, also known as pipeline quality natural gas derived from the decomposition of organic matter that meets the RFS eligibility requirements as either an Advanced Biofuel or Cellulosic Biofuel.

**“Vehicle Fuel”** means compressed natural gas (“**CNG**”) or liquefied natural gas (“**LNG**”), which can be derived from RNG, used as transportation fuel, as defined in 40 C.F.R. 80.1401.

**“Year”** shall mean a period of 365-consecutive days, starting on the Effective Date, with subsequent Years commencing on the anniversary of the Effective Date, except that in leap years, such as 2016 and 2020, a Year will have 366 consecutive days

## **ARTICLE 2 - CONDITIONS PRECEDENT**

The following are conditions precedent to the obligations of Provider pursuant to this Agreement. The appropriate Party will use its best efforts to fulfill the conditions precedent as soon as commercially practicable. Upon completion of each condition precedent (or upon waiver thereof by Provider in its sole discretion as provided by law), Provider will provide notice to Dispenser, pursuant to Section 5.10 herein, that the condition has been satisfied.

2.1 Provider’s completion of reasonably satisfactory due diligence on Dispenser and the CNG Facility, as determined in Provider’s sole discretion. Such due diligence shall include verification that the CNG Facility is compliant with the requirements necessary to generate valid Green Attributes.

2.2 Dispenser providing Provider with true and accurate dispensing data demonstrating a minimum mean average of 500 MMBtu per month dispensed from the CNG Facility over the immediately prior twelve (12) months.

2.3 Provider's modification of existing agreements with its gas marketers or formation of new agreements, as necessary, to Deliver RNG to the Delivery Point.

2.4 Provider's successful completion of RFS registration with the EPA to allow for the generation of RINs from the RNG Delivered under this Agreement.

2.5 Provider's ability to successfully complete the Carbon Intensity registration with CARB to allow for the generation of LCFS Credits from the RNG Delivered under this Agreement.

### **ARTICLE 3 - SPECIFIC TERMS OF PURCHASE AND SALE**

The following terms, conditions and performance standards will govern the obligations of the Parties pursuant to this Agreement:

3.1 Delivery Period. This Agreement will remain in place for five (5) Years from the Effective Date (the "***Delivery Period***") unless otherwise terminated on the conditions as provided herein.

3.2 Quantity of RNG; Dispenser's Termination Right; Monthly Nominations.

3.2.1 Dispenser shall have a firm obligation to dispense RNG from Provider at its CNG Facility on a monthly basis up to the Maximum Dispensing Commitment for such month.

3.2.2 Provider will Deliver RNG as available up to the Maximum Dispensing Commitment but has no firm Delivery obligation.

3.2.3 At least ten (10) days in advance of each month, Dispenser will provide a non-binding indication of anticipated daily CNG dispensing volumes from its CNG Facility for the upcoming month. No later than twenty (20) days after the end of each month, Dispenser will provide the CNG Facility's actual dispensed CNG volumes for such month together with the applicable gas utility invoice.

3.3 No Natural Gas Deliveries. Dispenser will continue to obtain its supply of natural gas for converting into CNG under its current and/or amended gas marketing agreement(s) with third-party suppliers, it being understood that Deliveries hereunder do not include physical gas delivery. Accordingly, the purchase price for such natural gas shall not be part of this Agreement.

3.4 Provider Performance Obligations. Provider shall provide to Dispenser all information reasonably required and available to Provider in connection with Dispenser's performance of its obligations under Section 3.5 of this Agreement.

3.5 Dispenser's Performance Obligations.

3.5.1 Dispenser shall utilize and directly dispense all RNG Delivered by Provider into the tank of a vehicle as Vehicle Fuel and for no other purpose.

3.5.2 Dispenser's obligation to utilize and dispense RNG Delivered by Provider shall have priority over any other obligation of Dispenser to utilize and dispense RNG from third parties.

3.5.3 Dispenser shall maintain any and all local, state and federal permits, licenses and certifications necessary to operate a CNG station at the Delivery Point in compliance with applicable laws, rules and regulations, whether in existence on the Execution Date or promulgated thereafter at any time and from time to time during the Delivery Period.

3.5.4 Dispenser shall provide affidavits (in such periodic intervals as may be required for compliance with the RFS and LCFS), in the form and substance of Exhibit A attached hereto. Such affidavits may be used by Provider in connection with its initial pathway registrations and subsequent quarterly EPA and CARB compliance filings in support of reporting relative to the respective RINs and LCFS Credits generated from the utilization of the RNG as Vehicle Fuel.

3.5.5 No later than ten (10) business days after a request from Provider, Dispenser will provide any support that Provider may reasonably require under the RFS or LCFS for the generation, separation and sale of RINs or LCFS Credits, including without limitation: utility bills, affidavits, station tax filings, transaction (including vehicle split) records, and other supporting documentation to ascertain the end use of the RNG Delivered by Provider.

3.6 Green Attributes Associated with RNG. For all RNG Delivered pursuant to this Agreement, Provider represents and warrants to Dispenser that: (i) it has the rights to all Green Attributes associated with such RNG, (ii) such RNG is received from a production facility that produces pipeline quality natural gas, and (iii) such RNG is Delivered to Dispenser in accordance with the requirements of the RFS and the LCFS in order to preserve the Green Attributes.

3.7 RIN Allocations between Dispenser and Provider. Provider or its designated affiliate or upstream supplier shall have the sole right to generate all Green Attributes, including but not limited to RINs and all financial and other benefits associated therewith, for all RNG Delivered to Dispenser. For all RINs generated from RNG Deliveries to Dispenser under this Agreement, Dispenser shall be entitled to receive from Provider two percent (2%) of the OPIS Price for all RINs so generated (“**Dispenser’s RIN Share**”). Provider shall pay Dispenser’s RIN Share to Dispenser on a monthly basis within twenty (20) business days of delivery of such RINs into Provider’s EMTS account.

3.8 LCFS Allocations between Dispenser and Provider. Provider or its designated affiliate or upstream supplier shall be the Fuel Pathway Holder (as that term is defined in the LCFS) with respect to all RNG delivered hereunder and shall have the sole right to generate all LCFS Credits and all financial and other benefits associated therewith, for all RNG Delivered to Dispenser. For all LCFS Credits generated from RNG Deliveries to Dispenser under this Agreement, (a) Dispenser shall be entitled to receive from Provider one hundred percent (100%) of the LCFS Existing Credits so generated, and (b) Dispenser shall be entitled to receive from Provider twenty-five percent (25%) of the OPIS Price for all LCFS Incremental Credits so generated ((a) and (b) collectively, “**Dispenser’s LCFS Share**”). Provider shall pay Dispenser’s LCFS Share to Dispenser on a monthly basis within twenty (20) business days of delivery of such LCFS Credits into Provider’s LRT-CBTS account.

3.9 LCFS Existing Credits for Dispensed Natural Gas. Provider shall have no rights or any financial or other benefits to LCFS Existing Credits generated from natural gas dispensed by Dispenser that is not RNG Delivered by Provider at the Delivery Point. Provider shall not be

responsible for generating or marketing any such LCFS Existing Credits. If Dispenser, at its sole option, determines to generate any such LCFS Existing Credits, it shall first obtain Provider's specific written approval for all CARB filings affiliated therewith, the delivery of which shall not be conditioned, delayed or unreasonably withheld, to ensure alignment of all LCFS Credit filings for the CNG Facility.

### 3.10 RNG Registration.

3.10.1 Prior to Delivery of the RNG to Dispenser, Provider or its designee shall submit to the EPA and provide to Dispenser, as necessary, copies of any and all documentation required by the EPA to certify that the RNG is an Advanced Biofuel or Cellulosic Biofuel that can generate D Code 3 or D Code 5 RINs. Provider shall Deliver QAP RNG to Dispenser during the Delivery Period; *provided*, that Provider may Deliver non-QAP RNG to the extent that its RNG supply source is currently undergoing certification under a QAP with a reasonable likelihood of success.

3.10.2 Prior to Delivery of the RNG to Dispenser, Provider or its designee shall submit to CARB and provide to Dispenser, as necessary, copies of any and all documentation required by CARB to certify that the RNG does qualify for LCFS Credits.

3.11 Further Assurances. Each Party will provide the other Party such cooperation, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this Agreement (including pursuant to any audit of this Agreement by a third party) and in order for title to the conveyed Green Attributes to vest as appropriate.

### 3.12 Indemnification.

3.12.1 *Dispenser Indemnities.* Notwithstanding any other provisions in this Agreement, Dispenser agrees to indemnify Provider and save it harmless from all losses, liabilities, penalties, fines, charges or claims, including, without limitation, reasonable attorneys' fees and costs of court, arising out of any third-party claim (collectively, "**Claims**") based on: (i) personal injury (including death) to the third-party claimant or damage to the property of such third-party claimant directly resulting from the RNG that occur after title passes to Dispenser or other charges thereon that attach after title passes to Dispenser to the extent such Claims are not based upon any breach by or fault of Provider hereunder; (ii) Dispenser-provided falsehoods, misrepresentations, material inaccuracies or misleading statement in any supporting documentation, including, without limitation, registrations or any attestation related to RIN or LCFS Credit generation; (iii) Dispenser's gross negligence or willful misconduct or (iv) Dispenser's material breach of this Agreement.

3.12.2 *Provider Indemnities.* Notwithstanding any other provisions in this Agreement, Provider agrees to indemnify Dispenser and save it harmless from all Claims based on: (i) personal injury (including death) to the third-party claimant or damage to the property of such third-party claimant directly resulting from the RNG that occur before title passes to Dispenser or other charges thereon that attach before title passes to Dispenser to the extent such Claims are not based upon any breach by or fault of Dispenser hereunder; (ii) Provider-provided falsehoods, misrepresentations, material inaccuracies or misleading

statement in any supporting documentation, including, without limitation, registrations or any attestation related to RIN or LCFS Credit generation; (iii) Provider's gross negligence or willful misconduct or (iv) Provider's material breach of this Agreement.

3.13 Notice of Changes. Dispenser shall notify Provider, as soon as commercially practicable, in the event of actual or anticipated loss of total CNG fuel demand in a material amount (i.e., demand loss greater than twenty-five percent (25%) of the prior 12-month dispensing average).

3.14 Events of Default. Any material breach of the obligations and covenants in Articles 3 or 5 of this Agreement by either Party, or any breach by either Party of any representation or warranty in this Agreement (which breach, if capable of being cured, remains uncured for a period of thirty (30) days following written notice by the non-defaulting Party to the other), shall constitute an "**Event of Default**" for which the non-defaulting Party shall be entitled to terminate this Agreement and to exercise all rights and remedies available under applicable law; *provided*, however, that if either Party fails to pay any undisputed amount when due and payable to the other Party or to its gas suppliers, or to transfer any Green Attributes when due and transferable to the other Party, under this Agreement and such failure is not corrected or cured within five (5) business days after receipt of notice, then such failure shall constitute an "Event of Default" hereunder. It shall also be deemed an "Event of Default" immediately upon either Party becoming insolvent or seeking the protection from its creditors (or having such petition filed or proceeding commenced against it) under the United States Bankruptcy Code (or under any similar laws).

3.15 Disqualified RNG. Either Party will promptly notify the other Party if (i) any RNG Delivered under this Agreement is determined to be "disqualified" by the EPA or CARB, or (ii) any Green Attributes generated from any RNG Delivered under this Agreement is determined to be "invalidated" by the EPA or CARB (in either case, an "**Invalidation Event**"). If an Invalidation Event occurs without the fault of Provider, Dispenser shall promptly return any Dispenser's RIN Share or Dispenser's LCFS Share, as applicable, related to the associated RNG so invalidated. If an Invalidation Event occurs at the direct or indirect fault of Dispenser: (a) Dispenser shall deliver to Provider qualified replacements of any Green Attributes invalidated or the cash value thereof, with such value calculated based on the respective OPIS Price for the same calendar month or quarter, respectively, in which the invalidated RINs and/or LCFS Credits were or would have been generated; and (b) Provider shall have the right to (y) cease Delivery of RNG to Dispenser and (z) terminate this Agreement (and any such termination shall be considered to be an Event of Default with the Provider being the non-defaulting Party).

3.16 Title and Risk of Loss. Title to the RNG and risk of loss shall remain with Provider until the RNG is Delivered to the Delivery Point, at which point the title to the RNG and the risk of loss shall pass to Dispenser. Title to conform with the RFS.

## **ARTICLE 4 - FORCE MAJEURE**

4.1 In an event of Force Majeure, the affected Party is excused from performance for a period of time as is reasonably necessary to resume normal operations, *provided* such affected Party continuously makes commercially reasonable efforts to mitigate and resolve such event.

4.2 The Parties are under an obligation to promptly provide notice, pursuant to Section 5.10 herein, of any Force Majeure event and keep the other Party reasonably informed regarding the status of its efforts to resume normal operations.

4.3 The existence of a condition or event of Force Majeure will not relieve the impacted Party from: (i) other obligations under this Agreement to the extent that performance is not precluded by the condition or event of Force Majeure and (ii) obligations to make payments under this Agreement.

4.4 If an event of Force Majeure prevents a Party from delivering or receiving RNG under this Agreement and such event continues (i) for more than ninety (90) consecutive days or (ii) for more than one hundred and eighty (180) cumulative days during any Year, the Party not claiming the event of Force Majeure may terminate this Agreement.

## **ARTICLE 5 - MISCELLANEOUS**

5.1 Audit. Provider shall have the right, at its own expense, upon reasonable notice and at reasonable times, to: examine and audit, and to obtain copies of, the relevant portion of the books and records of Dispenser; access natural gas utility meters at the CNG Facility; and contact natural gas utility and service providers on Dispenser's behalf, all of which may occur only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under this Agreement. This right to examine, audit, and to obtain copies shall not be available with respect to confidential or proprietary information not directly relevant to transactions under this Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the month of RNG delivery. All retroactive adjustments to any such invoices or billings shall be paid in full by the Party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

### **5.2 Tax Treatment.**

5.2.1 The Parties agree that a RIN certificate is not tangible personal property. The RIN certificate represents only the intangible rights and benefits accruing to a blender of a renewable fuel into petroleum-based fuel or blendstocks as conferred by federal environmental authorities. The Parties further agree that these intangible rights and benefits are fully transferable and are severed from the physical act of blending or producing renewable fuels.

5.2.2 The Parties agree that a LCFS Credit is not tangible personal property. The LCFS Credit represents only the intangible rights and benefits accruing to a Regulated Party (as defined in the LCFS) based upon the carbon intensity of transportation fuel sold, supplied or offered for sale in California by the Regulated Party as conferred by CARB. The Parties further agree that these intangible rights and benefits are fully transferable and are severed from the physical act of blending or producing transportation fuels.

5.2.3 Unless otherwise specifically provided elsewhere in the Agreement or required by law, any federal, state, or local tax, duty or fee, or the amount equivalent thereto, now or hereafter imposed, levied or assessed by any governmental agency,

authority or subdivision, upon, measured by, incident to, or as a result of, Dispenser's RIN Share or Dispenser's LCFS Share must, if collectible or payable by Provider, be paid or reimbursed by Dispenser on demand by Provider. Dispenser specifically agrees to hold harmless and indemnify Provider from and against any such tax, duty or fee. Notwithstanding the foregoing, it is understood and agreed that this provision will not apply to income, franchise, or like taxes levied on, or measured by, a Party's net income; nor will this provision apply to business, occupation, license or similar taxes required for the maintenance of corporate existence. If Dispenser claims exemption from any of the aforesaid taxes, then Dispenser will furnish Provider with a properly completed and executed exemption certificate in the form and within the time limits prescribed by, and acceptable to, the appropriate taxing authority in lieu of payment of such taxes or reimbursement of such taxes to delivering Party. Consistent with Section 5.2.1 or 5.2.2., as applicable, Provider will not charge sales or use tax on the allocation of Dispenser's RIN Share or Dispenser's LCFS Share.

5.2.4 The Parties agree to cooperate with each other in defending non-taxable RIN and LCFS Credit transfers (including transfers of Dispenser's RIN Share and Dispenser's LCFS Share) pursuant to the Agreement if a Party is audited by or on behalf of a taxing jurisdiction for ad valorem, sales, use, motor fuels, excise, or similar taxes, including, but not limited to producing existing documentation, generating new reports from existing electronic reporting systems and making employees available at no cost, other than reasonable out-of-pocket expenses, to the other Party. Both Parties further agree to retain applicable records for a period of not less than the applicable statute of limitations, including any waivers thereof, executed by either Party for any taxes collected by or reimbursed to that Party.

5.3 Representations and Warranties. Each of the Parties to this Agreement represents and warrants that, as of the Execution Date: (i) it has full and complete authority to enter into and perform this Agreement; (ii) the person who executes this Agreement on its behalf has full and complete authority to do so and is empowered to bind it thereby; and (iii) it is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws. Dispenser further represents and warrants to Provider that: (a) it has applied for and obtained all local, state and federal permits, licenses and certifications necessary to operate a CNG station at the Delivery Point in compliance with applicable laws, rules and regulations in effect on the Execution Date, and (b) it has not sold or otherwise pledged (and will not sell or otherwise pledge during the Delivery Period) the rights to any RINs or LCFS Incremental Credits to be generated from RNG Delivered hereunder.

5.4 Counterparts/Headings/Construction. This Agreement may be executed in multiple counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. The headings and subheadings contained in this Agreement are used solely for convenience and shall not be used to construe or interpret the provisions of this Agreement. The language used in this Agreement is the product of both Parties' efforts and each Party irrevocably waives the benefit of any rule of contract construction which disfavors the drafter of a contract or the drafter of specific language in a contract.

5.5 Entire Agreement Modification. This Agreement constitutes the entire agreement between the Parties regarding the purchase by Dispenser and sale by Provider of RNG, and

supersedes and replaces any prior and contemporaneous communications, understandings and agreements between Provider and Dispenser related to such subject matter, whether written or verbal, express or implied. No modification, amendment, supplementation or alteration of the terms and provisions of this Agreement will be or become effective except by written amendment executed by the duly authorized representative of both Parties.

5.6 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except that Provider may assign this Agreement to an affiliate or bona fide purchaser of Provider's RNG supply without consent of Dispenser (to be noticed to Dispenser within thirty (30) days of any such assignment).

5.7 Survival of Terms. Upon expiration or earlier termination of this Agreement, the Parties agree that any and all terms and conditions of this Agreement that are necessary to effectuate the Parties' rights and remedies will survive the termination of this Agreement until such time as the rights and remedies and all disputes related thereto are fully and finally resolved. This Article 5.7 shall apply with respect to RNG Delivered hereunder prior to the date of termination to ensure that RINs (and the associated Dispenser's RIN Share) and LCFS Credits (and the associated Dispenser's LCFS Share) are generated, sold and transferred to the respective Party as though this Agreement were still in full force and effect.

5.8 Governing Law. The laws of the State of California shall govern this Agreement without regard to its conflict of laws provisions, except to the extent that the Renewable Fuel Standard, together with decisions promulgated thereunder, are applicable to the purchase and sale of RNG. Any action to enforce this Agreement will be brought in a court of competent jurisdiction within the Riverside County, California, and the Parties consent to personal jurisdiction in such courts.

5.9 Forward Contract. The Parties intend that each transaction hereunder shall constitute a "forward contract" under §101(25) of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended from time to time (the "**Bankruptcy Code**"), and that each Party shall be a "forward contract merchant" under §101(26) for purposes of the Bankruptcy Code.

5.10 Notices. Any notice required hereunder shall be deemed given if in writing and delivered to the other Party at its last known address, either by transmitting via facsimile at its facsimile telephone number, or 3 days after deposit in the U.S. mail, postage prepaid and addressed to the Party; *provided, however*, that any notice of termination hereunder shall be deemed given only if in writing and delivered to the Party entitled to notice, either by personal delivery, Federal Express or other nationally recognized courier service or certified or registered mail, postage prepaid, return receipt requested and addressed to:

If to Provider, to:  
ampRenew Offtake I LLC  
2001 N. Clybourn Ave., Suite 400  
Chicago, Illinois 60614  
Attn: Senior Counsel  
Email: legal@ampamericas.com

or

if to Dispenser, to:  
City of Banning  
PO Box 998  
Banning, California 92220  
Attn: Sergio Rubio, Fleet Manager  
Email: srubio@banningca.gov

#### 5.11 Confidential Information.

5.11.1 The Parties shall treat as strictly confidential all information they obtain in connection with this Agreement which (i) is confidential or proprietary to either Party; (ii) relates to the operations, policies, procedures, techniques, accounts and personnel of either Party; or (iii) is confidential or proprietary to a third party and is in the possession, custody or control of either Party. Without the other Party's written permission, neither Party shall disclose information pertaining to this Agreement or any information obtained through the performance of this Agreement unless required to be disclosed pursuant to applicable law, regulation or legal process (including without limitation the RFS or LCFS).

5.11.2 Notwithstanding the terms of subsection 5.11.1., Provider may share the commercial information contained in this Agreement with third-party biogas project developers, *provided* Provider ensures that such developers are bound by the same or similar confidentiality provisions as provided in this Section 5.11. This provision shall survive the termination of this Agreement.

5.11.3 Notwithstanding the terms of subsection 5.11.1., each Party agrees to allow the other Party: (i) the use of its company names, logos, and trademarks solely for the purpose of business development and publicizing and promoting the green energy marketing effort, *provided* that other uses of such company names, logos and trademarks are not authorized without written consent of the other Party, and (ii) the right to issue press releases and to make public statements regarding the general aspects of this Agreement (e.g., Parties to the agreement, the purchase and sale of RNG, and the environmental benefits associated with this Agreement), *provided* that any public statement by a Party hereto concerning this Agreement shall be reviewed and approved by the other Party before release to the public, which approval shall not be unreasonably withheld, conditioned, or delayed.

5.12 Non-Solicitation of Employees and Introduced Parties. Dispenser agrees that, upon execution of this Agreement and for a period of one (1) year following termination hereof, it will not solicit, induce, recruit or otherwise encourage, or take any other action which is intended to solicit, induce, recruit or otherwise encourage (or could reasonably be expected to have the effect of the foregoing), any employee of Provider to leave his or her employment, and will not hire, engage or retain or attempt to hire, engage or retain any such employee without Provider's prior written consent; *provided*, that the foregoing shall not prevent Dispenser from hiring, engaging or retaining an employee of Provider who responds to a general solicitation for employment conducted by Dispenser which does not directly target such employee. Dispenser further agrees that, upon execution of this Agreement and for a period of one (1) year following the termination hereof, it will not, for the purpose of avoiding the payment to Provider of profits, fees or otherwise, directly or indirectly contact, deal with or otherwise become involved with any party who is a

supplier of RNG to Provider or who is a prospective supplier of RNG to Provider, without the specific written approval of Provider, the delivery of which shall not be unreasonably withheld.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Execution Date written above.

***“Provider”:***

**ampRenew Offtake I LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

***“Dispenser”:***

**City of Banning**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[Appendix pages follow]*

**EXHIBIT A**  
**COMPLIANCE AFFIDAVITS**

## **REGISTRATION AFFIDAVIT**

The City of Banning, a California city ("**Affiant**"), hereby states and certifies as follows:

1. That Affiant and AmpRenew Offtake I LLC ("**Amp**"), a Delaware limited liability corporation and wholly owned subsidiary of Amp Americas, LLC, executed a RNG Supply Agreement on \_\_\_\_\_, 201\_\_ (the "**Agreement**"), pursuant to which Affiant would purchase biogas from Amp for use as transportation fuel in the form of compressed natural gas;
2. That, pursuant to the Agreement, Amp will nominate on a monthly basis the quantity of biogas to be sold to Affiant;
3. That Affiant will receive possession of such biogas from Amp via a commercial distribution system sales point located at \_\_\_\_\_, \_\_\_\_\_, California  
[station address] [city]  
("**CNG Station**");
4. That Affiant will only dispense the biogas purchased under the Agreement at the CNG Station;
5. That Affiant will only dispense the biogas purchased pursuant to the Agreement as a transportation fuel and for no other purpose;
6. That Affiant has not and will not rely upon the volume of biogas purchased pursuant to the Agreement for the creation of any Renewable Identification Numbers ("**RINs**"), as such term is defined by 40 C.F.R. 80.1101(o); and
7. That the undersigned, as \_\_\_\_\_ of Affiant, has all requisite knowledge and  
[title]  
authority to make this affidavit on behalf of Affiant.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

[See attached notarial certificate]

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of California  
County of Riverside

}

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE \_\_\_\_\_

PLACE NOTARY SEAL ABOVE

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Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

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## CNG DISPENSER AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I the undersigned, \_\_\_\_\_, \_\_\_\_\_ of the City of Banning, California  
[name] [title]

(“**Dispenser**”), acting on behalf of Dispenser, hereby attest to the following statements to the best of my knowledge and belief:

1. I oversee the supply and distribution of CNG for vehicle fuel use at Dispenser.
2. Dispenser owns and operates the following station that produces CNG for use as a transportation fuel (“**Qualified CNG Facilities**”):

Table 1: Qualified CNG Facilities

Site Name	Street Address	City	State	Postal Code	Meter ID	LDC Supplying Gas

3. Dispenser has entered into a purchase and sale agreement with AmpRenew Offtake I LLC (“**Amp**”) for the supply of pipeline quality gas that is used at the Qualified CNG Facilities, such agreement as follows:

The delivery period is \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_;

- a. The Maximum Daily Quantity (“**Max DQ**”) of the agreement is \_\_\_\_\_ **MMBtu/day** at each Qualified CNG Facility; and
  - b. The delivery points (“**Delivery Points**”) include the Qualified CNG Facilities.
4. Pipeline quality gas purchased at the Delivery Points noted above is converted at the Qualified CNG Facilities into CNG for use as a transportation fuel.
  5. At each of the Qualified CNG Facilities, the volume of biogas withdrawn from the commercial distribution system to produce CNG for use as a transportation fuel is measured by continuous metering, and after such meter, the CNG is used as transportation fuel and for no other purpose.
  6. Dispenser has not and will not generate RINs nor represent the fuel for sale as biogas with the ability to generate RINs to any other party.
  7. The capacity of the Qualified CNG Facilities to produce and dispense CNG as transportation fuel is greater than \_\_\_\_\_ MMBtu/day.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

[See attached notarial certificate]

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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State of California  
County of Riverside

}

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE \_\_\_\_\_

PLACE NOTARY SEAL ABOVE

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Signer(s) Other than Named Above: \_\_\_\_\_

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## QUARTERLY AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, under penalty of perjury, attests to the following:

I, \_\_\_\_\_, currently serve as \_\_\_\_\_ of \_\_\_\_\_ (***“Dispenser”***),  
[name] [title] [Dispenser]

a(n) \_\_\_\_\_, located at \_\_\_\_\_.  
[state incorporated] [entity type] [principal business address]

In this capacity I oversee the purchase and transportation of natural gas and biogas for Dispenser; Dispenser took title to biogas as defined in 40 CFR 80.1401 from AmpRenew Offtake I LLC (***“Amp”***) in the period between \_\_\_\_\_ and \_\_\_\_\_;  
[quarter begin date] [quarter end date]

The biogas described above was dispensed for use as transportation fuel by Dispenser in accordance with the schedule below:

Biogas Activities by Dispenser	MMBtu (HHV)
Biogas Purchased from Amp:	
Dispensed for Use as Transportation Fuel as CNG:	

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

[See attached notarial certificate]

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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State of California  
County of Riverside

}

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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SIGNATURE \_\_\_\_\_

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