

MOTION: BAILEY

September 7, 2021

SECOND: LAWSON

Regular Meeting

Res. No. 21-474

RE: APPROVE THE GAS USE AGREEMENT AND LICENSE TO USE REAL PROPERTY LOCATED AT THE PRINCE WILLIAM COUNTY SANITARY LANDFILL AND APPROVE ADDENDUM NUMBER 4 OF THE PRIOR GAS USE AGREEMENT - COLES MAGISTERIAL DISTRICT

ACTION: APPROVED

WHEREAS, on December 17, 1996, by Resolution Number (Res. No.) 96-1179, the Prince William Board of County Supervisors (Board) approved a Gas Use and License Agreement with NEO Prince William LLC, (Prior Agreement) that granted exclusive rights to collect and use landfill gas (LFG) at the Prince William County Sanitary Landfill (Landfill) to generate electrical power; and

WHEREAS, since 1996, there have been three (3) subsequent amendments to the Prior Agreement related to system upgrades, subgrantees, and extension of the term through November 17, 2038; and

WHEREAS, the Board and Prince William RNG LLC, an affiliate of NEO Prince William LLC, are parties to the Gas Use Agreement and License to Use Real Property Located at the Prince William County Sanitary Landfill (New Agreement), which reflects a change in use of the LFG from energy generation to production of renewable natural gas (RNG) and grants Prince William RNG LLC:

1. An exclusive right to extract and utilize any and all gas elements from the Landfill, or that may be produced through syntheses of materials deposited in the Landfill, consistent with rights granted under the Prior Agreement; and
2. All rights necessary to enter upon the Landfill to assist in the design and construction of a collection system, and to design, construct, or install and own, operate, and maintain facilities to gather, draw, produce, process, and cause and / or burn gas including LFG, and to install, operate, and maintain RNG production facilities fueled by LFG; and
3. A contract term ending twenty (20) years from notice of initial production of RNG by the facility; and

WHEREAS, conversion of LFG to electrical power under the Prior Agreement will continue until the new RNG facility is constructed pursuant to the New Agreement; and

WHEREAS, the Board and NEO Prince William LLC, are parties to new Addendum Number 4 to the Prior Agreement, in which NEO Prince William LLC, agrees to subordinate its LFG rights to the rights of Prince William RNG LLC, which will allow for transition of the LFG rights from the Prior Agreement to the New Agreement upon startup of the new RNG Facility; and

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WHEREAS, under the Prior Agreement, the vendor signed a Promissory Note in February 2013 for \$1,640,000, using simple interest of 3% per annum, payable to the County over 13 years; and

WHEREAS, these payments have been received regularly every quarter, and the balance to date is \$321,704, which will be paid in full prior to startup of the new RNG facility; and

WHEREAS, currently, the revenues received by the County under the Prior Agreement are approximately \$250,000 per year; and

WHEREAS, it is anticipated these revenues will more than triple due to the increased utilization of the LFG produced, as well as a revised payment structure that will result in revenues to the County of at least \$400,000 annually, with estimated revenues between \$700,000 and \$1,500,000 annually beginning in calendar year 2023; and

WHEREAS, this New Agreement will result in additional revenue to the Solid Waste Fund and no impact to the General Fund; and

WHEREAS, the project is estimated to cost up to \$60,000,000 in private funds and will take about two (2) to three (3) years to design and construct; and

WHEREAS, the term of the New Agreement shall be twenty (20) years from the initial production of RNG by the facility and may be renewed for two additional five (5) year periods upon mutual agreement of all parties; and

WHEREAS, under Section Section15.2-928 (iii) of the Code of Virginia, the Board has the legal authority to enter into agreements for such services; and

WHEREAS, approval of this New Agreement is requested as soon as possible in order to start the design and construction of the project to convert LFG into RNG;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby approves the Gas Use Agreement and License to Use Real Property Located at the Prince William County Sanitary Landfill;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby approves Addendum Number 4 of the Prior Gas Use Agreement;

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BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Director of Public Works to sign the New Agreement and Addendum Number 4 to the Prior Agreement, in a final form to be approved by the Purchasing Manager and County Attorney's Office, in accordance with Section 100.11 of the County Purchasing Regulations;

BE IT FURTHER RESOLVED that the Prince William Board of County Supervisors hereby authorizes the Director of Public Works to sign, on behalf of the Prince William Board of County Supervisors, any future amendments to the New Agreement and Prior Agreement that do not change the intent of the parties to the agreements.

ATTACHMENTS: Gas Use Agreement and License to Use Real Property Located at the Prince William County Sanitary Landfill
Addendum Number 4 of the Gas Use Agreement

Votes:

Ayes: Angry, Bailey, Boddye, Candland, Franklin, Lawson, Vega, Wheeler

Nays: None

Absent from Vote: None

Absent from Meeting: None

For Information:

County Attorney

Director of Finance

Director of Public Works

Assistant Director of Public Works for Solid Waste

ATTEST: _____

Andrea P. Madden

Clerk to the Board

GAS USE AGREEMENT
AND LICENSE TO USE REAL PROPERTY LOCATED
AT THE PRINCE WILLIAM COUNTY SANITARY LANDFILL

This Gas Use Agreement and License to Use Real Property Located at the Prince William County Sanitary Landfill ("Contract") is entered into by the Board of County Supervisors of Prince William County, Virginia (the "Board"), a political subdivision of the Commonwealth of Virginia, and Prince William RNG LLC, a Delaware limited liability company ("Prince William RNG").

PRELIMINARY STATEMENT

The Board owns and operates the Prince William County Sanitary Landfill, with the main entrance located at 14811 Dumfries Road, Independent Hill, Virginia, in the Coles Magisterial District of Prince William County (the "Landfill"). The Board desires to grant to Prince William RNG (i) an exclusive right to extract and utilize any and all gas elements from the Landfill, or that may be produced through syntheses of materials deposited in the Landfill ("LFG"), and (ii) all rights necessary to enter upon the Landfill to assist in the design and construction of a collection system, and to design construct or install and own, operate and maintain facilities to gather, draw, produce, process, and cause and/or burn gas including LFG, and to install, operate and maintain renewable natural gas ("RNG") production facilities fueled by LFG, pursuant to the terms of this Contract.

The Board and NEO Prince William LLC (an affiliate of Prince William RNG) are parties to that certain Gas Use Agreement and License to Use Real Property Located at the Prince William County Sanitary Landfill, dated December 30, 1996, as amended and supplemented (the "LFGTE Contract"). Pursuant to the LFGTE Contract, NEO Prince William LLC collects and combusts LFG in order to generate electricity. Prince William RNG desires LFG for the purpose of processing same as a fuel for production of RNG. NEO Prince William, and any of its sub-grantees, to include MM Prince William Energy LLC and Prince William Energy LLC, have agreed to subordinate their rights to LFG, including any gas rights granted under the LFGTE Contract, to the rights of Prince William RNG herein.

The provisions of this Contract and the attached Appendices and Exhibits constitute the entire understanding and agreement of the parties regarding the subject matter herein. This Contract supersedes entirely all prior understandings, agreements, covenants, representations and warranties regarding the subject matter hereof, whether written or oral. The parties each acknowledge and agree that no representation, warranty or inducement has been made to it regarding the rights set forth in this Contract which is not expressly set forth in this Contract.

NOW, THEREFORE, in consideration of their mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Prince William RNG agree as follows:

I. Definitions

- A. Collection System: means the wells (vertical and horizontal) drilled into the Landfill, well heads, interconnecting pipes, header pipe, condensate drips, and interconnections to the

Production System, along with any ancillary materials and equipment, as it may be modified or repaired from time to time.

- B. Reserved.
- C. Commercial Operations Date: means the date that is ten (10) days after Prince William RNG provides written notice to the Board that the Pre-Commercial Operations Period has commenced.
- D. Effective Date: means the date that the new processing and generation facility commences the Pre-Commercial Operations Period, which is the date this Contract shall be deemed effective and binding.
- E. Environmental Attributes: means any and all credits, allowances, benefits, attributes, aspects, characteristics, claims, reductions, offsets or allowances, or similar benefits of any type associated with the avoidance of fossil fuel consumption, greenhouse gas emissions or lifecycle greenhouse gas emissions, other pollutant emissions or environmental benefits, howsoever entitled or named, including all such attributes required to generate credits under any federal, state, local or other law as now in effect, or as subsequently amended, enacted or adopted, attributable to biogas resources, renewable natural gas and/or natural gas, including but not limited to RINs (as defined below), any state low carbon fuel standards including but not limited to LCFS (as defined below), carbon offsets, carbon allowance, and renewable energy credits or similar fuels programs or benefits.
- F. Facility: means the equipment, facilities and associated structures installed at the Landfill and easements for the purpose of the production of energy, including but not limited to RNG, to be designed and installed by Prince William RNG pursuant to the terms hereof, and that will be primarily fueled by LFG from the Landfill, together with any Interconnection Equipment installed on the Landfill and easements.
- G. Flare: means one (1) or more flare(s) to be installed to destroy LFG produced from the Collection System that cannot be utilized in the Facility.
- H. Gas Rights: are also referred to as LFG rights, and are as defined in Section 3.1 herein.
- I. Hazardous Materials: means any oil or other petroleum products, pollutants, contaminants, toxic or hazardous substances or materials (including, without limitation, asbestos and PCBs), and any hazardous wastes or other materials from time to time regulated under any applicable statutes, regulations, or ordinances governing pollution or the protection of the environment including, but not limited to, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Toxic Substances Control Act of 1976, and Virginia law, all as may be amended from time to time.
- J. Interconnection Equipment: means all of the equipment and facilities required to be constructed to interconnect with and deliver product from the Facility to an energy customer.

- K. Landfill: is as defined in the Preliminary Statement herein, and is more specifically identified on Attachment A hereto.
- L. LCFS: means the regulatory program and policies established under the California Low Carbon Fuel Standard Regulation as set forth in Title 17, California Code of Regulations (CCR), §95480 et seq., and each successor regulation, as the same may be from time to time amended, modified, or restated.
- M. Lender: means any person or entity providing at any time debt or equity financing capital to Prince William RNG and/or Prince William RNG's partners, members, corporate affiliates, subsidiaries, successors and assigns for any business purpose and identified from time to time in writing by Prince William RNG to the Board, with each such writing including all Lenders as of the date thereof, along with applicable addresses for the purposes of notice hereunder.
- N. License: is as defined in Section 3.2 herein.
- O. Prince William RNG Documents: are as defined in Section 11.2(a) herein.
- P. The Board Documents: are as defined in Section 11.1(c) herein.
- Q. LFG: is as defined in the Preliminary Statement hereto.
- R. LFGMS or Landfill Gas Management System: means the Collection System and the Production System.
- S. Pre-Commercial Operations Period: means the period beginning with the date of written notice from Prince William RNG, stating that initial production of RNG by the Facility has commenced, and ending on the Commercial Operations Date, as specified by Prince William RNG, during which period Prince William RNG shall be entitled to use, and shall accept from Board, that amount of Landfill Gas that Prince William RNG determines is necessary for the purpose of startup and testing.
- T. Production System: means those components installed pursuant to this Contract constituting facilities downstream from, and including, the main header pipe through which a blower creates suction to draw LFG from the Collection System, then the blower, filters, meters, and compressors, and interconnections to (but not including) the Flare or the Facility's fuel supply line(s).
- U. Project: means the LFGMS, Flare, and the Facility, together with all related equipment and facilities and interconnections to water, sewer, and utilities and to any other purchaser of energy from the Facility. In no event shall the Project ever physically occupy more than twenty-five (25) acres of the Landfill.
- V. Project Records: are as defined in Section 4.4 herein.

- W. RINs: means any “Renewable Identification Numbers” generated to represent a volume of renewable fuel as set forth in the U.S. Environmental Protection Agency’s (or its successor agency’s) Renewable Fuel Standard regulations as set forth in 40 C.F.R. § 80.1400 et seq., as amended from time to time.
- X. Subcontractor: means any entity with whom Prince William RNG contracts in order to perform services or provide equipment or materials in furtherance of the fulfillment of any obligation of Prince William RNG hereunder, including, without limitation, Prince William RNG’s obligations to construct and operate the Project.
- Y. Term: is as defined in Article V herein.

II. LFGMS

- 2.1 Production System and Facility. Prince William RNG agrees to provide for all aspects of development, construction, and installation of the Production System and the Facility. All aspects of development and construction of the Production System and the Facility include, but are not limited to: (i) compiling and submitting necessary studies and reports to federal, state, and local agencies; (ii) securing necessary authorizations relative to the Production System and Facility and coordinating with the Board with respect to any related permitting requirements of the Collection System, the Flare, and the Landfill; and (iii) obtaining the necessary funds to develop and construct the Production System and Facility. The design and plan of incorporation into the Landfill of the Production System and Facility, construction procedures, operational and maintenance procedures, permit applications, and any material supplements or amendments to such plans, procedures, applications, authorizations, or agreements, shall be subject to prior review and written approval by the Board for the specific purpose of ensuring consistency with any agreements, authorizations, or plans entered into, or required of, the Board, including this Contract and the Board's Landfill operations and governmental authorizations. Any such review shall be conducted promptly, with a target of completion within thirty (30) days but in any case within sixty (60) days of receipt of the written submission from Prince William RNG.
- 2.2 Coordination of Project with Landfill Closure Plans. Prince William RNG shall take all reasonable actions to assist and coordinate with the Board regarding any governmental authorization applicable to the Landfill, to the extent the existence, operation, or design of the Project is or may be relevant. Such governmental authorizations shall include the development and finalization of any operating permit and final closure plan for the Landfill.

III. GRANT OF GAS RIGHTS AND LICENSE

- 3.1 Exclusive LFG Rights. The Board grants to Prince William RNG the right to extract, gather, process, produce, take, and use or sell, LFG from the Landfill, for the Term and upon the conditions set forth herein. The rights granted in this Section 3.1 are referenced to herein as the “Gas Rights” and such Gas Rights shall be prior in right over any rights of NEO Prince William LLC and its subgrantees and sub-subgrantees to the same LFG. The extent of the real property from which the gas is produced to which the exclusive Gas Rights applies is more specifically identified in Attachment A hereto. In accepting this grant rights, Prince

William RNG is not obligated to extract or utilize any particular amount of LFG, other than such amount of LFG as may be collected and produced by the LFGMS.

- 3.2 Grant of License. The Board grants to Prince William RNG, together with its designated agents and contractors necessary for the construction, operation, maintenance, and repair of the Project, a non-exclusive License within and upon the Landfill to: (i) access and enter upon the Landfill, and (ii) construct, operate and maintain the Project, and to take actions required under this Contract or any permit or governmental authorization issued with respect to the Project, including those permits and authorizations governing the operation of the LFGMS and Flare. The extent of the real property over which the License is granted under this Section 3.2 apply are more specifically identified in Attachment A hereto. The License granted in this Section 3.2 are referred to collectively herein as the "License." Notwithstanding the foregoing, Prince William RNG agrees it will not undertake any disturbance of the Landfill, including but not limited to excavation, which may adversely impact any permits and/or regulatory requirements applicable to the Landfill or Landfill operations. The Board and Prince William RNG agree to cooperate in good faith as to the location of the proposed Facility, with the current proposed location indicated in Attachment A.
- 3.3 Quiet Enjoyment. The Board agrees that Prince William RNG and its designated agents and contractors shall and may peacefully enjoy the Gas Rights for the duration of the Term against all persons claiming by, through, or under the Board, provided that Prince William RNG complies with all its obligations under this Contract, including the payment of sums herein recited to be paid by Prince William RNG and performs, or causes to be performed, all of its covenants under this Contract. Further, the Board agrees that it will make no use, nor permit others to make any use, of the areas of the Landfill over which Prince William RNG has been given License under this Contract in any way that shall be inconsistent with, or detrimental to, Prince William RNG's free use of those area for the purposes set forth in this Contract The Gas Rights and License shall run with, and be appurtenant to, the land, and shall be binding on any successors of the Board.
- 3.4 Liens and Encumbrances.
- (a) Liens of the Board. The Board shall keep the Gas Rights free from all liens and encumbrances that may be filed against or otherwise be applicable to the Gas Rights, except that the Board shall not be required to remove any liens or encumbrances that may be filed against, or otherwise be applicable to, the Gas Rights that result from any action or omission on the part of Prince William RNG or anyone acting by, through, or under the rights of Prince William RNG, or that do not impair in any respect the rights of Prince William RNG in the Gas Rights. If the Board shall fail to remove any such lien or encumbrance or commence legal action to remove any such lien or encumbrance, within sixty (60) days after receipt of written demand from Prince William RNG to so do, then giving rise to such lien or encumbrance. The cost thereof, including reasonable fees and expenses, shall be paid by the Board to Prince William RNG immediately upon demand, and Prince William RNG shall be entitled to deduct any such costs that are billed and overdue, and not disputed by the Board, from payments required to be made by Prince William RNG to the Board hereunder.

- (b) Liens of Prince William RNG. Prince William RNG shall keep the Gas Rights free from, and shall remove, all liens and encumbrances that may be filed against, or otherwise, be applicable to, the Gas Rights, except for mortgages and other instruments permitted by the provisions of Article VIII of this Contract; provided further, that Prince William RNG shall not be required to remove any liens or encumbrances that may be filed against, or otherwise be applicable to, the Gas Rights that result from any action or omission on the part of the Board or anyone acting by, through, or under the rights of the Board. If Prince William RNG shall fail to remove any such lien or encumbrance within thirty (30) days after receipt of written demand from the Board to do so, then the Board shall have the right, but not the obligation, to satisfy any claim giving rise to such lien or encumbrance. The cost thereof, including reasonable attorney fees and expenses, shall be paid by Prince William RNG to the Board immediately upon demand.
- (c) Contesting Liens. Notwithstanding the requirements set forth in the preceding paragraphs (a) and (b), neither the Board nor Prince William RNG, as applicable, shall be required to pay any amounts associated with any such liens or encumbrances so long as: (i) the obligated party is contesting, in good faith, at its expense, the existence, amount, or validity of such encumbrance or lien and continues diligently to so contest; (ii) such contest does not impair or otherwise interfere with the rights or interest of the other party; (iii) the obligated party provides, at its expense, a bond issued by a financially sound surety (or other security reasonably acceptable to the other party) for the amount of such lien or encumbrance; and (iv) such lien or encumbrance, or the contest thereof, will not expose the other party to any potential criminal liability.
- 3.5 Ownership of Project. For the Term, Prince William RNG shall hold legal and equitable title to the Project. Such ownership shall be regardless of the manner of installation or affixation of Project equipment or fixtures in or to the Landfill. Prince William RNG will at all times take and hold legal and equitable title to any and all LFG entering the LFGMS, and at no time shall the Board or any other entity have any right, title or interest in and to any LFG entering the LFGMS, or the subsequent use or sale thereof.
- 3.6 As-Is Condition/Warranty of Title. Prince William RNG acknowledges that it has inspected the Landfill and understands that the Board makes no representations or warranties of any kind as to the condition or composition of the Landfill or any LFG. Prince William RNG's right to take and use LFG is a right to the as-is, where-is condition of any such LFG. The Board warrants that it is lawfully seized in fee simple of the Landfill, that this Contract shall vest good and beneficial title in Prince William RNG to the Gas Rights, free and clear of any prior claims or encumbrances and that the Board and its successors will warrant and defend the rights and interests, including the License, granted herein to Prince William RNG and its successors and assigns against all claims of ownership of the Rights, and conflicting claims to areas covered by License, made by any person.
- 3.7 Survival of Rights. The Board shall not enter into any future agreement with respect to the LFG at the Landfill which impairs Prince William RNG's ability to perform its obligations under this Contract or which imposes any additional costs on Prince William RNG.

3.8 Solid Waste Flow into the Landfill. The Board does not guarantee any amount of solid waste that will be disposed of in the Landfill. The Board reserves its right to continue to develop and implement programs to reduce the amount of solid waste disposed of in the Landfill. These programs include, but are not limited to, waste reduction, recycling, and diversion of waste to other alternative disposal technologies such as waste-to-energy and other waste reduction and conversion technologies. In accordance with Section 3.3, the Board will not disturb or disrupt the solid waste once disposed in the Landfill which would be detrimental to Prince William RNG's use of the Landfill for the purposes set forth in this Contract. Notwithstanding the foregoing, the Board acknowledges that the minimum gas quantity of Two Thousand Five Hundred Sixty standard cubic feet per minute (2,560 scfm) of LFG with a fifty percent (50%) methane content by volume ("Minimum Levels") is required for the operation of the Facility with a design capacity of approximately 6,000 scfm at the inlet. The Board will not take overt action to reduce the quantities of putrescible waste disposed at the Landfill that would be a direct cause for the quantity or quality of LFG to decrease below the Minimum Levels required.

IV. USE OF RIGHTS AND LICENSE, MAINTENANCE.

Use of the Gas Rights and License by Prince William RNG shall be specifically subject to the terms and conditions of this Article IV.

4.1 Operation and Maintenance of LFGMS, Energy, Facility, and Flare.

- (a) Operation. Prince William RNG agrees to operate the LFGMS, the Flare, and the Facility. Prince William RNG shall commence operation of the Facility on the Pre-Commercial Operations Date. Thereafter, Prince William RNG shall continuously operate the Project in accordance with all applicable laws, regulations, permits and orders and industry practice for the Term hereof; provided, that the Board shall remain responsible for the cost of any modifications to the Collection System or Flare, or the Collection System or Flare operations necessitated by any law, regulation or governmental authorization applicable to the Collection System or Flare.
- (b) Maintenance. Prince William RNG agrees to maintain the Project for the Term, as provided in the Operations and Maintenance Plan, Attachment B to this Contract. Except as provided in paragraph (e) below, all repairs to the Project of every sort and nature, and associated costs and expenses shall be the responsibility and obligation of Prince William RNG.
- (c) Operational Compliance. Prince William RNG shall perform its obligation to operate the Project in accordance with: (i) the terms and conditions of this Contract; (ii) the final design and operation documents for the Project; (iii) sound engineering, construction and operation practices; (iv) industry standards applicable to Prince William RNG and its performance of its obligations hereunder; and (v) all applicable federal, state and local laws, rules, regulations, orders and permits, including those permits governing the operation of the LFGMS and Flare, and including but not limited to any successor or additional federal, state and local laws, rules or regulations

that may be promulgated by any governmental authority having jurisdiction over the Landfill, LFGMS, Flare or Facility, provided that after completion, any modification of the Collection System or Flare (or the operation thereof) required any current or future laws or permits regarding LFG emissions shall be at the Board's expense, pursuant to paragraph (e) below.

- (d) Water Supply and Condensate Disposal. The Board shall provide adequate water supply to the site boundary of the Facility, meeting Prince William RNG's requirements as set forth in Attachment C to this Contract. The Board shall provide for the disposal of all condensate generated by the LFGMS in conformance with all applicable laws at no charge to Prince William RNG.
- (e) LFGMS Modification. In order to comply with current or future regulations regarding LFG emissions or migration, the LFGMS or Flare, or the operation thereof, may need to be modified. Any such modification shall be at the sole cost and expense of the Board. At the request of the Board, Prince William RNG will undertake such a required modification, based on plans and specifications approved by the Board. The Board will pay all direct third-party costs and expenses associated with such a modification plus fifteen percent (15%) to cover Prince William RNG's internal costs and overhead, in addition to any incremental additional costs caused by amending LFGMS, Facility or Flare operations in conformance with amended legal requirements. If any LFGMS modification creates additional LFG, so long as such additional LFG ("Excess LFG"): (i) can hold a flame; (ii) does not cause average LFG methane content to fall below forty-five percent (45%); and (iii) is determined by Prince William RNG to not create Hazardous Waste liabilities or other risks of use separate from other LFG gathered by the Collection System, then Prince William RNG shall use all reasonable efforts to take and sell such Excess LFG up to the capacity of Facility (if such Excess LFG can be used in Facility operations as determined by the Facility operator) and the Flare. Excess LFG shall be applied first to any documentable incremental costs of production associated with producing such Excess LFG, then to the Board to compensate the Board for its documented costs and expenses associated with the LFGMS expansion of modification, with an interest by the Board, then to the Prince William RNG for its own use. To the extent such Excess LFG cannot be used profitably by the Facility, Prince William RNG shall make available the Project's flare for disposal of such Excess LFG up to the flaring capacity of the flare, giving preference to all other LFG produced by the LFGMS. The Board is responsible for expanding the flare capacity, if necessary, to accommodate Excess LFG. If the Board fails to meet any cost obligation under this paragraph, Prince William RNG may undertake such modification or expansion, and the Board shall promptly reimburse the Prince William RNG for all reasonable costs and expenses of Prince William RNG in undertaking and completing such modification or expansion. If the Board disputes the necessity of such of modification of expansion undertaken by Prince William RNG, the Board shall deliver an amount equal to all reasonable costs and expenses of Prince William RNG in undertaking and completing such modification or expansion to an escrow agent mutually acceptable to the parties. The dispute shall then be subject to resolution by a court of competent jurisdiction in the Commonwealth of Virginia.

- (f) Voluntary Expansion of Collection System by the Board. If the Board desires to expand the LFGMS regardless of whether such expansion is required to comply with regulations regarding LFG emissions or migration as provided in paragraph (e) above, then the Board may install such expansion at its own cost and risk.
 - (g) Voluntary Expansion of Collection System by Prince William RNG. Prince William RNG shall also have the right, but not the obligation, to voluntarily undertake an expansion of the LFGMS at its sole cost and risk.
 - (h) Title to Environmental Attributes Corresponding to Destruction of LFG from the Existing Collection System. The Parties confirm that Prince William RNG has sole title to all Environmental Attributes corresponding to the processing of LFG collected from the LFGMS existing as of the Effective Date, or such expansions that occur as a result of paragraph (e).
- 4.2 Project Compliance. After the installation of all elements of the Project, for the term of this Contract, Prince William RNG shall enforce the terms of, take all action required under, and ensure the Projects' continued compliance with, Project specific permits, License, authorizations, and agreements, provided that the Board shall remain responsible for ensuring the Landfill's overall compliance with and any applicable LFG emission or migration laws or regulations, pursuant to Sections 4.1(e) herein. Prince William RNG shall submit to the Board for prior review and written approval (which review shall be conducted as described in the manner and for the specific purposes described in the above paragraph (b)) any material amendment or modification of any Facility permit, license, authorization, or agreement proposed by Prince William RNG prior to the submission of such proposed amendment or modification to the relevant agency or party. Any amendment or modification that does not materially affect Landfill operations shall not be subject to the prior written approval of the Board; provided that Prince William RNG shall notify the Board of any such non-material amendment or modification to any Facility permit, license, authorization, or agreement.
- 4.3 Maintenance of Prince William RNG's Rights. The Board shall: (i) employ all reasonable legal means in order to transfer to and maintain in Prince William RNG the Gas Rights and License, ancillary property rights that may be reasonably required to develop, construct, and operate the Project, and carry out Prince William RNG's obligations under this Contract; (ii) use all reasonable efforts to avoid taking any action that would result in a violation of any license, permit, approval or order required for the development, financing, construction, operation or maintenance of the Project; and (iii) use reasonable efforts to assist Prince William RNG in obtaining any additional governmental authorizations as may be required to develop and operate the Project.
- 4.4 Documentation. During the term of this Contract, each party shall promptly furnish the other with any document, record, plan, or data (including correspondence with, or notices from, any governmental agency) made, developed, or received with respect to, or in any way relevant to, the Project. Prince William RNG at its own cost and expense shall maintain such books and records as are reasonably necessary to implement this Contract, and also shall maintain such books and records as are required by any federal, state, and local laws,

regulations, permits or orders ("Project Records"). Prince William RNG shall at its own expense collect and provide available data from the LFGMS and Flare to assist the Board in filing all reports that must be filed by the Board with federal, state, or local agencies concerning the LFGMS and Flare.

Prince William RNG agrees that the Board, or any duly authorized representative, shall, until the expiration of the three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of Prince William RNG involving transactions related to this Contract. Prince William RNG further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor that the Board or any duly authorized representative years access to and the right to examine and copy any directly pertinent books, documents, papers and records of such subcontractor involving transaction related to the subcontract or this Contract.

The term "subcontract" for the purposes of paragraph only excludes subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The period of access provided in this paragraph for records, books, documents, and papers which may relate to any litigation, dispute resolution, or settlement proceedings arising out of the performance of this Contract shall continue until any litigation, dispute resolution proceedings, settlement negotiations, claims, or appeals shall have been finally disposed of.

- 4.5 Ad Hoc Procedure. Upon execution of this Contract, the Board and Prince William RNG also shall establish an ad hoc procedure designed to keep each other informed of developments related to the Project on a timely basis.
- 4.6 Prince William RNG as Sole Obligor. Prince William RNG, its successors, assigns and guarantors, shall be the sole obligors under any loan or credit document made in connection with Project financing. The Board agrees to execute documents reasonably required for Project construction or term financing, provided that such documents do not look beyond the interests of the Board in Project revenues, project documents, agreements, and permits for the satisfaction of any claim or obligation with respect to Project financing.
- 4.7 Mutual Cooperation. The parties recognize the need for continued functional integration of the Project with the Landfill and landfilling operations. The parties understand and agree that each party shall provide reasonable assistance and cooperation to the other as may be required in order to develop, construct, install, repair, maintain, and operate the Project and preserve all authorizations applicable to the Project and the Landfill in the most cost-effective manner and consistent with applicable law and the Board's responsibilities, in owning and operating the Landfill, including modifications to this Contract reasonably made necessary by applicable law that are designed to carry out the parties' intents and purposes in entering into this Contract. Each party shall use good faith efforts to avoid interfering with the other party's operations and performance of its obligations at the Landfill, including the

reasonable modification of operations or procedures to the extent practicable to avoid the imposition of additional substantive costs on the other party in the performance of its obligations at the Landfill. Neither the Board nor Prince William RNG has the authority to undertake obligations on behalf of the other.

- 4.8 Right of Entry. The Board, its contractors, officers, employees, agents, and invitees shall have the right at any time to inspect the equipment and improvements at the Project. The Board shall make reasonable efforts to arrange inspection during normal business hours or at such other times as mutually agreed upon by hereto, pursuant to Prince William RNG's reasonable terms and conditions so as to ensure the safety of entering personnel and to avoid unreasonable interference with the operation of the Project. Whenever practical, any such entry shall be upon not less than twenty-four (24) hours prior notice from the Board to Prince William RNG, except in the case of an emergency, in which case no prior notice shall be required.

V. TERM

The Term of this Contract shall commence upon the Effective Date and shall continue until the earlier of: (i) twenty (20) years subsequent to the Commercial Operations Date or (ii) the giving of written notice by Prince William RNG to the Board that in the opinion of Prince William RNG, the Landfill cannot produce commercially usable quantities of LFG to warrant the continuation of the Project as a viable, stand-alone, commercial enterprise.

The Term is renewable for two (2) additional five (5) year periods upon the mutual agreement of the parties, reached at least one (1) year prior to the expiration of the initial Term and the extended Term.

Upon expiration or termination of the Contract, Prince William RNG shall have no continuing obligation under this Contract, except that (i) Prince William RNG shall fulfill any obligations that accrued under the Contract while the Contract was in effect, and (ii) Prince William RNG shall take reasonable steps to ensure that the LFGMS and Flare may continue to be operated by Board as an LFG gathering and processing facility through the training of the Board personnel in the LFGMS's gas gathering operations, and the providing of all reasonable materials and data relevant to LFGMS gas gathering operations. Prince William RNG (or any successor or Lender in possession) shall within twelve (12) months of the expiration of the Term or termination of this Contract, remove any Facility equipment, including any RNG generating equipment, electric generating equipment, engines, generators and electric control equipment, and shall peaceably and quietly leave the Landfill, and shall leave the LFGMS and Flare intact and in compliance with applicable law and in good working order, normal wear and tear excepted, but with the condition of the LFGMS subject to any actions of governmental authorities in condemnation or taking, actions of regulatory authorities or other Force Majeure events as described herein. Subsequent to the Term, the LFGMS and Flare shall inure to, and become the property of, the Board or its designees, without warranty of any kind or type by Prince William RNG.

VI. TERMINATION AND BREACH

6.1 Termination for Default. The Board will have the unilateral right to terminate this Contract and/or otherwise seek appropriate damages or other legal remedies under the following circumstances, each constituting an "Event of Default:"

- (a) Abandonment. The permanent abandonment by Prince William RNG of the Project. Prince William RNG shall be deemed to have abandoned the Project upon failure to cure within forty-five (45) days after notice by the Board of a failure of Prince William RNG to operate the Project or prosecute with reasonable diligence the repair of the Project or the resolution of circumstances that result in a cessation of Project operations for a continuous period of twelve (12) months.
- (b) Imposition of Charges. The actual imposition of any assessments, fees, or charges on the Board imposed as a direct result of Project installation or operation, which assessments are not paid in full by Prince William RNG within thirty (30) days of written notice from the Board to Prince William RNG and all Lender(s) indicating that a final, unappealable action imposing such assessments, fees or charges has been made.
- (c) Failure to Make Payments. The failure of Prince William RNG to make any payment due pursuant to Article VII of this Contract within thirty (30) days of receipt of a written notice from the Board to Prince William RNG and all Lender(s) that such payment is at least thirty (30) days overdue. Prince William RNG shall not be deemed to have failed to make a payment with respect to any disputed amounts that are subject to Section 7.1(e).
- (d) Failure to Operate or Maintain Consistent with Law. The failure of Prince William RNG to operate or maintain the LFGMS in a manner materially consistent with any governmental authorization or permits specific to the LFGMS for a period of thirty (30) days after notification by the Board to Prince William RNG and its Lenders that such an inconsistency exists and must be cured, or such additional time as may be reasonable under the circumstances, given the actions required to overcome such failure, constitutes a breach of this contract. If the Board has been ordered by any state or federal agency to make any corrections to the Project, or any changes to its operation or maintenance, which are the responsibility of Prince William RNG under this Contract, within a shorter period of time than thirty (30) days, then Prince William RNG will take all reasonable steps to make the ordered corrections or changes within the specified time. However, Prince William RNG shall not be deemed in breach pursuant to this paragraph (d) in the event that a failure of Prince William RNG to operate or maintain the LFGMS is caused by a failure of the Board to undertake a modification to the LFGMS pursuant to Section 4.1(e).

6.2 Breach of Contract. Except as otherwise provided in Sections 6.1, 6.3, and 6.4 herein, in the event Prince William RNG fails to carry out its obligations under this Contract after reasonable written notice from the Board, the Board's remedy shall be to seek such damages

and/or orders compelling specific performance as a court of competent jurisdiction may award.

- 6.3 Temporary Control of LFGMS. In addition to any other remedy hereunder, the Board may step in and assume direct operational control over the operation of the LFGMS in the event that Prince William RNG fails to undertake and continuously pursue a cure of any material breach of its obligations to adhere to the operation, maintenance and repair requirements of Section 4.1 hereof within seventy-two (72) hours of a prior written notice from the Board to Prince William RNG and all Lenders identified in Prince William RNG's then most recent written listing of Lender(s) to the Board stating that the Board in good faith believes that such a material breach has occurred and specific reasons therefor, and that such breach has resulted in either (i) an imminent threat to life or property, or (ii) a breach, or imminent breach, of any governmental authorization, law, regulation, permit or order governing the Landfill or the LFGMS. During any such period that the Board assumes control of the LFGMS, the Board shall use reasonably good faith efforts to continue to supply LFG from the LFGMS to the Facility in the amounts requested by Prince William RNG, and otherwise coordinate operations with Prince William RNG's operations of the Facility. The Board shall return operational control of the LFGMS to Prince William RNG upon a demonstration reasonably satisfactory to the Board that the alleged breach by Prince William RNG of its obligations has been cured or will be cured pursuant to a plan of operation, maintenance, or repair reasonably acceptable to the Board. If Prince William RNG and the Board cannot agree on a reasonable cure plan, the elements of a reasonable cure plan will be made subject to the determination of a court of competent jurisdiction as set forth herein. If Prince William RNG or any Lender does not cure within the period prescribed in Section 6.1(d), the Board may terminate this Contract pursuant to Section 6.1(d). All reasonable costs of the Board's assumption of operations pursuant to this Section 6.3 shall be reimbursed by Prince William RNG as a condition of resumption of operations by Prince William RNG.
- 6.4 Cure by the Board. Notwithstanding any other provisions of his Contract, if Prince William RNG fails in the performance of any of its obligations hereunder, the Board may, at its option, and in addition to its other remedies under this Contract, cure any such failure, including the taking of any action required under any LFGMS authorization. Prince William RNG shall indemnify, defend, and hold the Board harmless from and against any costs, claims, penalties, losses, or expenses (including attorney's fees) reasonably incurred by the Board in the exercise of its cure rights under this Section.
- 6.5 New Contract. In the event that this Contract is terminated pursuant to Section 6.3 or in connection with a bankruptcy of Prince William RNG, the Board shall, upon written request from any Lender(s) made within sixty (60) days of such termination, enter into, with a designee of said Lender(s) an agreement identical in all material respects to this Contract, provided that such Lender(s) or their designee cures all breaches and defaults of Prince William RNG capable of cure prior to the execution of said agreement, including all payment defaults. The Board shall allow the Lender(s) or their designee a reasonable time to cure any curable default subsequent to the Board's receipt of notice regarding the desire for a new agreement. This Section 6.5 shall survive any termination of this Contract.
- 6.6 Reserved.

VII. PAYMENTS

7.1 Payment Structure.

- (a) Periodic Payments. Beginning with the calendar quarter in which the Commercial Operations Date occurs, Prince William RNG shall pay to the Board quarterly payments equal to: (i) five percent (5%) of the first twenty million dollars (\$20,000,000) in cash received by Prince William RNG from sales of RNG from the Facility to any third parties other than the Board (or its designees); plus (ii) seven and one-half percent (7.5%) of incremental cash received from such sales between twenty million dollars (\$20,000,000) and thirty million dollars (\$30,000,000); plus (iii) ten percent (10%) of incremental cash received from such sales above thirty million dollars (\$30,000,000), with a minimum payment for each calendar quarter of one hundred thousand dollars (\$100,000) (the "Payment"). For any LFG that is not destroyed at the Flare and is combusted at an electric generating facility owned by an affiliate of Prince William RNG, payments to the County shall be made in accordance with Section 7.1(a) of the LFGTE Contract.
- (b) Property Tax Accounting. Any payment otherwise due the Board under this Contract will be reduced dollar for dollar by the amount of any personal and/or real property taxes imposed and paid on the Project; provided, however, that nothing in this Contract shall be construed to require the Board, a tax-exempt entity, to pay property taxes which exceed amounts owing to the Board by Prince William RNG under this Contract.
- (c) Due Dates. For any calendar quarter, Payments to the Board under paragraph (a) above shall be paid not later than thirty (30) days subsequent to the actual receipt of revenues allocable to such calendar quarter from the sale of RNG from the Facility. Each payment shall be accompanied by a statement specifying the sales during the relevant payment period and specifying the amounts received for such sales. At the request of the Board, Prince William RNG shall provide copies of all payment receipts and such other documents as may reasonably be required by the Board to calculate the payments then due. Any Payments allocated to the Board shall be adjusted to reflect any subsequent amendments to revenues received by the Facility for any calendar quarter.
- (d) Payment of Amount. All payments due and payable to the Board under this Contract shall be paid to the Board at the address set forth in Section 12.5 or as otherwise may be designated by the Board.
- (e) Disputed Amounts. Any material dispute between the parties regarding any payments owed by one party to the other shall be to the provisions of Section 12.16.
- (f) Overdue Interest. If the payments due the Board are not paid within thirty (30) days after the due date, such overdue payment shall bear interest at the prime lending rate announced from time to time by a bank agreed to by the parties.

- 7.2 Taxes, Assessments, Liens and Encumbrances. Subject to Section 7.1(d) above, all property taxes, assessments, charges, and expenses related or allocable to the Project or with respect to the operation or use of the Project, together with all interest and penalties thereon, shall be paid as and when due by Prince William RNG. Prince William RNG shall, at its sole cost and expense, have the right at any time to contest any taxes or assessments that are to be paid by Prince William RNG, or to challenge the propriety of any liens or encumbrances imposed on the Project, as such challenges or contests may be provided for under applicable law.
- 7.3 Subordination. Notwithstanding any other provision of this Contract, the Board agrees that to the extent required by any Lender, payments due the Board under Section 7.1 of this Contract will be expressly subordinated in right of payment to the prior payment, in full, of: (i) any amount to agreements entered Prince William RNG for borrowed money and/or debt for, or in connection with the financing or refinancing of the Project including without limitation any loan agreements, or evidences thereof; (ii) State and local taxes, other than income taxes, incurred by the Project; (iii) Project operation and maintenance expenses; (iv) Project insurance premium expenses; and (v) payments to State or local agencies for fees and assessments related to the Project.

VIII. ENCUMBRANCE OF PROJECT PROPERTY

- 8.1 Consent of the Board. Prince William RNG may encumber, mortgage rights, or hypothecate to any person or entity providing equity or debt financing (“Lender”) by deed of trust or mortgage or other security instrument all or any part of Prince William RNG’s interest in the Project, Project equipment, or appurtenant facilities, property rights, and interests of Prince William RNG in this Contract, any other agreement with the Board regarding the Project, any governmental authorization, permit, or license regarding the Project. No such assignments or hypothecations shall relieve obligation of Prince William RNG under this Contract.
- 8.2 Lender Rights.
- (a) Lender Rights. In addition to any other right provided to any Lender by other provisions of this Contract, any Lender shall have the right at any time during the term of this Contract to: (i) do or cause to be done any act or thing required of Prince William RNG under this Contract or any other agreement between Prince William RNG and the Board, and any such act or thing performed or caused to be performed by such Lender shall have the effect of having been done by Prince William RNG itself; ii) realize on the security afforded such Lender by taking possession of all or any portion of the Project and/or exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by security documents assigned to or entered into by die Lender; and (iii) subject to the restrictions noted in paragraph (b) of this Section, and subject to prior approval of the Board which approval shall not be unreasonably withheld, transfer, convey, or assign the interests of Prince William RNG under this Contract, and any other agreement between the Board and Prince William RNG regarding the Project (together, the "the Board/Prince William RNG

Contracts") to any purchaser at any foreclosure or secured party sale, whether such sale be conducted pursuant to court order, a power of sale contained in the Lender mortgage or applicable law, and to acquire and succeed to the interest of Prince William RNG under the Board/ Prince William RNG Contracts by virtue of any foreclosure or secured party sale, whether such sale be conducted pursuant to a court order, a power of sale contained in the Lender mortgage, or applicable law, or by virtue of a deed and/or bill of sale and assignment in lieu thereof. The Board shall grant any Lender or its authorized designee immediate access to the Landfill and the Project to the extent necessary to remedy any breach or default of Prince William RNG under this Contract or in exercise of the Lender's remedies under any security document. If Lender(s) are prohibited by any bankruptcy, insolvency, or other judicial proceeding from commencing foreclosure proceedings or other actions to preserve their secured interest(s) in the Project and the Contract, any right of the Board to terminate the Contract for default shall be suspended for so long as the Lender(s) diligently pursues such proceedings and cures any default in the payment of monies due the Board.

- (b) Successor Obligations. If any Lender or other third party acquires Prince William RNG's interests under the Board/Prince William RNG Contracts as aforesaid in paragraph (a), such Lender or other third party shall accept in writing, and shall without further action be subject to, the same terms and conditions set forth in this Contract and shall be required to cure all defaults or breaches of Prince William RNG under this Contract capable of cure.
- (c) Copies of Notices. The Board shall provide any Lender whose existence it has received written notice from Prince William RNG, with copies of all notices required to be given to Prince William RNG under this Contract simultaneously with the forwarding of such notice to Prince William RNG. No such notice shall be deemed effective absent the providing of simultaneous copy to Lender. Prince William RNG shall designate in writing the Project Lender(s) and shall provide to the Board in writing the name and address of such Lender(s).

IX. INDEMNIFICATION AND INSURANCE

9.1 General Indemnification. To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, its agents, officials, officers, and employees, from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to persons or damage to property of third persons, arising out of or in any way connected with the acts or omissions of the indemnifying party or its employees, officials, agents, contractors and Subcontractors in constructing and operating the Project or the Landfill. Such indemnification shall not apply to claims, liabilities, actions, or other damages to the extent caused by any negligent or deliberate act or omission on the part of the other party or its employees, officials, agents, contractors, or subcontractors.

9.2 Environmental Indemnities

- (a) Prince William RNG. Prince William RNG agrees that it will not, and that it will not permit any of its agents, contractors, or employees to, store, use, release, discharge, or

deposit on any portion of the Landfill any Hazardous Materials except in accordance with the Board's rules and regulations pertaining to the Landfill, and applicable law. Prince William RNG shall defend, indemnify and hold harmless the Board and the Board's officials, employees, agents, and contractors from and against any claims, losses, liability, damages, fines, costs, and expenses based on any failure of Prince William RNG or its agents, contractors, Subcontractors, or employees to adhere to the terms of this paragraph (a), after consultation with the Board, and shall undertake all measures necessary and appropriate to remedy any such failure, The indemnity of Prince William RNG set forth in this paragraph (a) shall survive the termination or expiration of this Contract.

- (b) The Board. The parties understand and agree that solely by virtue of its entry upon the Landfill and the taking of actions authorized by or consistent with this Contract, neither Prince William RNG nor any of its Lenders, agents, contractors, employees, directors, or officers shall have, or shall be deemed to have, in any way participated in the operation of the Landfill or assumed any liability or obligation associated with materials of any type of description (including Hazardous Materials) deposited, stored or received on or within the Landfill by an entity other than Prince William RNG and shall at no time have any control over or responsibility for the disposal of any wastes or materials at the Landfill. To the extent permitted by law, the Board hereby agrees to defend, indemnify, and hold harmless Prince William RNG and its officers, directors, employees, agents, contractors, and any Lender(s), from and against any claims, losses, liability, damages, penalties, fines, costs, and expenses to the extent based on: (i) the presence of any Hazardous Materials in, on, or within the Landfill except to the extent that the presence of such Hazardous Materials is attributable to Prince William RNG or its employees, officers, directors, subcontractors or contractors, and (ii) the failure of the Landfill or the Board to comply with any Federal, State, or local law or regulation regarding the regulation of the environment, disposition of materials, or operation maintenance of the Landfill. The indemnity set forth in this paragraph (b) shall survive the termination or expiration of this Contract.
- 9.3 Maintenance Bond: Prince William RNG agrees to obtain within thirty (30) days from the Effective Date and maintain throughout the Term, a maintenance bond, from a surety satisfactory to the Board, or post a letter of credit, to remain in effect until six (6) months after the end of the Term, in the amount estimated by the Board to represent three (3) years' cost of maintenance to secure Prince William RNG's obligation to operate and maintain the Collection System and Flare in accordance with the terms of this Contract. The initial amount of the Maintenance Bond shall be one hundred and fifty thousand dollars (\$150,000). The Board may require increases to the Maintenance Bond or letter of credit, no more frequently than once every three (3) years, and the amount of any increase is limited to the equivalent of three percent (3%) per year.
- 9.4 Removal Bond: Within thirty (30) days after completion of construction or installation of the Facility, Prince William RNG agrees to obtain and maintain throughout the Term a removal bond, from a surety satisfactory to the Board, or post a letter of credit, to remain in effect until eighteen (18) months after the end of the Term, to secure Prince William RNG's obligation to remove the Facility and the electric generating facility equipment as required

by this Contract, and is intended to cover the costs of removal of the Facility by the Board should Prince William RNG default in this obligation. The amount of the bond or letter of credit shall be twenty thousand dollars (\$20,000). The Board may require increases to the Removal Bond or letter of credit, no more frequently than once every three (3) years, and the amount of any increase is limited to the equivalent of three percent (3%) per year.

9.5 Insurance.

- (a) Liability. Prince William RNG covenants and agrees to maintain necessary and appropriate commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) combined single limit, with an excess liability policy of at least two million dollars (\$2,000,000), which excess coverage insurance may be umbrella coverage, covering injury to property or persons which may arise as a result of activities at the Project, and naming as the Board as an additional insured. Said sum shall not be construed as the limit of Prince William RNG liability. Prince William RNG shall provide the Board with evidence of such insurance prior to the commencement of Project construction, and the policies shall contain any endorsement to the effect that any cancellation or material change affecting the interest of the Board shall not be effective until thirty (30) calendar days after notice to the Board or in accordance with Virginia law, whichever period is longer. Prince William RNG shall carry insurance with one (1) or more good and solvent companies licensed to do business in the Commonwealth of Virginia, selected by Prince William RNG and otherwise reasonably satisfactory to the Board.
- (b) Casualty. Prince William RNG shall carry insurance (which during construction of the Project may be builder's risk completed value form or other comparable coverage) against all risks of physical damage, including loss by fire, flood, storm, earthquake, vandalism, theft, and such other risks as may be included in the standard all-risk form of coverage from time to time available, in an amount which is not less than the book value of the Project, and which coverage shall be exclusive to the Project, and naming the Board as an additional insured.
- (c) Employees. Prince William RNG shall carry and maintain for its employees', workers compensation and employer's liability insurance as is required by Virginia or federal law, and shall maintain and shall require all contractors performing work at the Project or the Landfill to obtain and maintain such required insurance.
- (d) Automobiles. Prince William RNG shall carry automobile insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be one million dollars (\$1,000,000) each accident, combined single limit for bodily injury and property damage.
- (e) Contractors Pollution Liability (CPL). Prince William RNG shall maintain a contractors Pollution Legal Liability (CPL) policy for the duration of the project and for a minimum of three (3) years following project completion with minimum limits of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Minimum coverages under the CPL policy shall include: (i)

third party injury/property damage; (ii) clean-up costs; (iii) emergency response costs; (iv) legal defense expenses; (v) non-owned disposal sites; and (vi) transportation.

- (f) Deductibles. Any insurance required to be provided by Prince William RNG pursuant to this Contract may contain deductibles of not greater than: (i) seventy-five thousand dollars (\$75,000) for commercial general liability insurance; (ii) one hundred thousand dollars (\$100,000) for property damage insurance on machinery, fire and extended coverage; and (iii) one hundred thousand dollars (\$100,000) property damage insurance on earthquake and flood, and may be provided by blanket, umbrella, or excess coverage insurance covering the Facility and other locations. Prince William RNG will be responsible for the payment of all deductibles. To the extent any insurance required hereunder is not obtainable on commercially reasonable terms, Prince William RNG shall so notify the Board, and the parties together with any Lender shall determine alternative insurance requirements. Any dispute regarding such requirements shall be resolved under the dispute's resolution provisions of Section 12.16.
- (g) Copies. Prince William RNG shall furnish the Board with a duplicate original or agent certified copy of or certificate evidencing any and all current policies maintained by Prince William RNG to satisfy the provisions of this Section 9.5. Prince William RNG shall provide the Board with copies of certificates of renewal of any insurance required hereunder prior to the expiration of any required policy. All policies required of Prince William RNG hereunder are subject to Lender approval.

9.6 Damage or Destruction of the Project.

- (a) Replacement. Subject to paragraph (b) below, if the Project shall be damaged or destroyed (in whole or in part) at any time during the term of this Contract, Prince William RNG shall promptly replace, repair, rebuild or restore the Project to substantially the same condition and value as existed prior to such damage or destruction. Subject to paragraph (b) below and any prior right of any Lender to insurance proceeds, Prince William RNG shall apply so much of the net proceeds of any insurance on the Project as may be necessary to meet the costs of such replacement, repair, rebuilding, or restoration, either on completion thereof or as the work progresses, at the option of Prince William RNG subject to such requirements as the Lender shall impose in order to ensure that the work will be completed in a good and workmanlike manner, will be paid for in full, and will be completed free of any liens against the Project except for permitted encumbrances. Pending the expenditure of such funds, Prince William RNG may invest the same in prudent investments in non-affiliated companies or institutions. Neither Prince William RNG nor its officers, directors, agents, servants, or employees shall be liable for any depreciation in the value of any such investments made pursuant to this Section or for any loss arising from any such investments. In the event such proceeds and any income from any investments are not sufficient to pay in full the costs of such replacement, repair, rebuilding, or restoration, Prince William RNG shall nonetheless complete so much of the work and pay from its own monies that portion of the costs thereof in excess of

such proceeds, as shall be required in its reasonable judgment to restore the Project to an operating facility.

- (b) Settlement and Discontinuance. The right to settle and adjust all claims in excess of fifteen thousand dollars (\$15,000) under any policies of insurance shall be subject to the approval of the Lender(s). The parties understand that a mortgage and security interest in the net proceeds of insurance carried pursuant to the provisions of this Section may be granted by Prince William RNG to the Lender. Notwithstanding paragraph (a) above, if the Project shall be damaged or destroyed (in whole or in part) at any time during the terms of this Contract, resulting from any cause other than Prince William RNG's intentional or negligent failure to perform its duties under this Contract, and Prince William RNG or any Lender determines that repair or replacement of the Project is not commercially justified, with Lenders' approval, Prince William RNG shall apply the available net proceeds of any insurance on the Project first to Project debt service, and then to amounts due the Board as of the date of Project destruction. Upon payment to the Board of such amounts, this Contract shall terminate with no further liability of either Party.

X. TRANSFER AND CONDEMNATION

- 10.1 Condemnation of Project. Should title or possession of the whole of the Project be taken by a duly constituted authority in condemnation proceedings or should a partial taking in the reasonable opinion of Prince William RNG render the remaining portion of the Project unfit for its intended use, then Prince William RNG may at its election terminate this Contract by notice to the Board given within sixty (60) days from the date of such taking; provided, that Prince William RNG may remove such Project equipment and shall provide to the Board title in the LFGMS in the same manner as prescribed in Article V hereof regarding the expiration of the Term.
- 10.2 Awards and Damages. All damages for condemnation of all or part of the Project shall be allocated first to the retirement of any financing secured by Project revenues, and thereafter between the Board and Prince William RNG, in proportion to their respective percentage interests in RNG sales from the Facility. Prince William RNG shall be entitled to bring a separate claim against the condemning entity for reasonable removal and relocation costs of any removable property that Prince William RNG has the right to remove.
- 10.3 No Transfer. The Board covenants not to institute, advocate, or pursue any alteration, transfer, termination, or condemnation of the Project for the term of this Contract, except to the extent specifically agreed to by Prince William RNG.

XI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 11.1 Representations, Warranties, and Covenants of the Board. The Board hereby represents, warrants, and covenants to and with Prince William RNG that as of the date of execution of this Contract and thereafter:
- (a) Existence. The Board is a body corporate and politic duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia. The Board has

the power and lawful authority to enter into and perform its obligations under this Contract and any other documents required by this Contract to be delivered by the Board (collectively the "the Board Documents").

- (b) Authorization. The execution, delivery, and performance by the Board of and under the Board Documents have been duly authorized by all necessary action and do not and will not violate any provision of law or violate any provision of its charter or result in a material breach or default under any agreement, indenture, or instrument of which it is a party or by which its properties may be bound or affected.
 - (c) Validity of Documents. The Board Documents, when duly executed and delivered, will constitute valid and legally binding obligations of the Board enforceable in accordance with their terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally, or (ii) application of general principles of equity including availability of specific performance as a remedy.
 - (d) Litigation. There are no actions, or proceedings pending or, to the best of the Board's knowledge, threatened against the Board or any of the Board's properties before any court or governmental department, commission, board, bureau, agency, or instrumentality that, if determined adversely to the Board, would have a material adverse effect on the transactions contemplated by the Board Documents.
 - (e) Reserved.
- 11.2 Representations, Warranties, and Covenants of Prince William RNG. Prince William RNG hereby represents, warrants, and covenants to and with the Board as of the date of execution of this Contract and thereafter.
- (a) Existence. Prince William RNG is a limited liability corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and is or prior to the commencement of operations will be licensed to do business in the Commonwealth of Virginia. Prince William RNG has the corporate power and lawful authority to enter into and perform its obligations under this Contract and any other documents required by this Contract to be delivered by Prince William RNG (collectively the "Prince William RNG Documents").
 - (b) Authorization. The execution, delivery, and performance by Prince William RNG of and under Prince William RNG Documents have been duly authorized by all necessary corporate action, do not and will not violate any provision of law, and do not and will not violate any provision of its charter or bylaws or result in a material breach or constitute a material default under any agreement, indenture, or instrument of which it is a party or by which it or its properties may be bound or affected.
 - (c) Validity of Documents. Prince William RNG Documents, when duly executed and delivered, will constitute valid and legally binding obligations of Prince William RNG enforceable in accordance with their terms, except as such enforceability may be

limited by (i) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally, or (ii) application of general principles or equity including availability of specific performance as a remedy.

- (d) Litigation. There are no actions, suits, or proceedings pending or threatened against Prince William RNG or any of its properties before any court or governmental department, commission, board, bureau, agency, or instrumentality that, if determined adversely to it, would have a material adverse effect on the transactions contemplated by Prince William RNG Documents.

11.3 Representations and Warranties—General. Each party acknowledges its representations and warranties as set forth above will be relied upon by the other in entering into and performing under this Contract. The representations and warranties contained in this Article shall survive the termination of this Contract. Prince William RNG and the Board each shall, to the extent permitted by law: (i) indemnify and hold the other harmless from any loss, damage, liability, and reasonable expense arising, or in any manner resulting, from any failure in connection with the representations and warranties made by one to the other; (ii) defend at its sole cost and expense, including but not limited to reasonable counsel fees, any suits or other proceedings brought on account thereof against the other or against any property assigned or transferred to the other hereunder; and (iii) satisfy all judgments that may in connection therewith be incurred by or rendered against the other or against any property assigned or transferred to the other hereunder provided, however, that indemnity shall not be required if the claim of indemnity is based on an action, omission, fault, or negligence of the party requesting indemnity.

XII. MISCELLANEOUS PROVISIONS

12.1 Effective Date. This Contract shall become an effective, binding agreement as of the Effective Date.

12.2 Force Majeure. Should the performance of any act required by this Contract to be performed by either the Board or Prince William RNG be prevented or delayed by reason of any acts of God, strike, lock-out, labor problems, inability to secure materials, change in governmental laws or regulations, or any other cause beyond the reasonable control of the party required to perform the act and if such prohibition or delay could not have been avoided by the exercise of reasonable foresight or overcome by the exercise of reasonable diligence, the time for performance of the act will be extended for a period equivalent to the period of delay, and thereafter for a reasonable time under the circumstances, and performance of the act during the period of delay will be excused. The party claiming force majeure should notify the other party in writing within ten (10) days of the occurrence of the event and shall use all reasonable efforts to resume performance as soon as possible.

12.3 Assignment and Subgrant. Except as elsewhere provided in this Contract, Prince William RNG may not, without first obtaining the prior written consent of the Board (which consent shall not be unreasonably withheld) sell, assign, or transfer any or any of its rights, title, interests, or obligations in, on, to, and under this Contract and the Project. Notwithstanding the foregoing, the assignment, sale, or transfer of the equity of any entity that is publicly

traded on a stock exchange in the United States or Europe and that indirectly holds ownership interests in Prince William RNG LLC through one or more subsidiaries, shall not constitute an assignment of Prince William RNG's rights and obligations and shall not be subject to the provisions of this Section 12.3.

- 12.4 Actions by Prince William RNG. Whenever any is required or permitted to be taken by Prince William RNG under the terms of this Contract, action may be taken and performed by any authorized officer, director, or other representative of Prince William RNG, a Lender, or an authorized agent of Prince William RNG.
- 12.5 Notices. All notices or other communication required or permitted hereunder shall be deemed given when received and, unless otherwise provided herein, shall be in writing, shall be sent by nationally recognized overnight courier service or sent by registered or certified mail, return receipt requested. deposited in the United States mail, postage prepaid, addressed to the parties at the addresses set forth below, and shall be deemed received upon the sooner of (i) the date actually received, or (ii) the fifth business day following mailing by registered or certified mail.

To Prince William RNG:

Prince William RNG LLC
c/o OPAL Fuels LLC
One North Lexington Avenue, Suite 1450
White Plains, New York 10601
Attention: General Counsel

With copy to: Lenders of Record of which the Board has received written notice.

To the Board:

Department of Public Works, Solid Waste Division
5 County Complex Court, Suite 250
Prince William, Virginia 22192
Attention: Assistant Director of Public Works for Solid Waste

Notice of change of address shall be given by written notice in the manner detailed in this Section 12.5.

- 12.6 Successors and Assigns. All the terms and provisions of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the successors and permitted assigns of the parties hereto.
- 12.7 Further Assurances. The parties agree to perform all such acts (including, without limitation, executing and delivering amendments, instruments, and other documents) as reasonably may be necessary to fully effectuate the intent and each and all of the purposes of this Contract, including consents to any assignments, transfers, subgrants, or easements permitted hereunder. This Contract, or a memorandum or notice of this Contract, may be recorded by either party. Prince William RNG and the Board each further agree that each shall, at any

time, and from time to time during the term of this Contract, and upon not less than thirty (30) days' prior written request by the other party, execute, acknowledge and deliver to the requesting party a statement writing certifying that Contract is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications). This statement shall also state the dates on which any payments have been paid and that there are no defaults existing or that defaults exist and the nature of such defaults.

12.8 Construction of Contract.

- (a) Governing Law. The terms and provisions of this Contract shall be construed in accordance with the laws of the Commonwealth of Virginia
- (b) Interpretation. The parties agree that the terms and provisions of this Contract embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, nor more strictly against, either party. To the extent the mutual covenants of the parties under this Contract create obligations that extend beyond the termination or expiration of this Contract, the applicable provisions of this Contract shall be deemed to survive such termination or expiration for the limited purpose of enforcing such covenants and obligations in accordance with the terms of this Contract.
- (c) Partial Invalidity. If any term or provision of this Contract, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term or provision or to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

12.9 Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

12.10 Entire Contract. The provisions of this Contract and the attached Exhibits constitute the entire understanding and agreement between the parties regarding the subject matter hereof, supersede entirely all prior understandings, agreements, or representations regarding the subject matter hereof, whether written or oral, and may not be altered or amended except by an instrument in writing signed by the parties, and approved by any Lender(s). The parties each acknowledge and agree that no representation, warranty, or inducement has been made to it regarding the rights set forth in this Contract which is not expressly set forth in this Contract and the attached Exhibits.

12.11 No Partnership. Nothing contained in this Contract shall be construed to create any association, trust, partnership, or joint venture or impose a trust or partnership, duty, obligation, or liability or an agency relationship on, or with regard to, either party. Neither party hereto shall have the right to bind or obligate the other in any way or manner unless otherwise provided for herein.

- 12.12 Waiver. No failure or delay of any party to exercise any power or right under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power.
- 12.13 Confidential Information. To the extent permitted by law (including, but not limited to, the Virginia Freedom of Information Act, §2.2-3700, et seq., VA Code Ann.), either party may designate any data, information, reports, or documents provided to the other as "Confidential Information." Except as required by applicable law, neither party shall, without the prior written consent of the other party, disclose any Confidential Information obtained from the other party to any third parties other than to any Lender and prospective Lender for the Project, consultants, or to employees who have agreed to keep such information confidential as contemplated by this Contract and who need the information to assist either party with the rights and obligations contemplated herein.
- 12.14 Third Party Beneficiaries. This Contract is intended to be solely for the benefit of the parties hereto and their permitted successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto; except as provided with respect to any Lender, which Lender(s) shall be deemed capable of enforcing the rights and interests granted Lender(s) herein.
- 12.15 Limitation on Remedy. Notwithstanding anything to the contrary provided in this Contract, it is specifically agreed and understood between the parties hereto that there shall be absolutely no personal liability on the part of the officials and officers of the Board, or any successor in interest or designees thereof, with respect to any of the terms, covenants, and conditions of this Contract, and Prince William RNG or any other party claiming by, through, or under Prince William RNG waives all rights of recovery against the officials and officers of the Board.
- 12.16 Claims/Disputes. Claims and disputes will be in accordance with PWC Procurement Regulations Section 100.12 (C):
- (a) In accordance with Virginia Code § 2.2-4363, this provision shall be followed for consideration and handling of all claims by Prince William RNG under this contract. Virginia Code § 2.2-4365 is not applicable to this contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Virginia Code § 2.2-4365.
 - (b) Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) business days after the occurrence of the event giving rise to the claim, or within ten (10) business days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this contract be filed after the submission of the request for final payment by Prince William RNG.

- (c) Claims by Prince William RNG with respect to this contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) calendar days from the receipt of the claim from Prince William RNG. The decision of the Contract Administrator shall be final on behalf of the County unless Prince William RNG submits the claim to the Director of Finance within thirty (30) calendar days of the Contract Administrator's decision.
- (d) If Prince William RNG is not satisfied with the decision of the Contract Administrator, Prince William RNG may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) calendar days of the date of decision of the Contract Administrator.
- (e) The Director of Finance shall provide a written decision on the claim to Prince William RNG within forty-five (45) calendar days of the receipt of the claim from Prince William RNG. The decision of the Director of Finance shall be final on behalf of Prince William County unless Prince William RNG submits the claim to the County Executive within thirty (30) calendar days of the date of the Director of Finance's decision. Prince William RNG may submit the claim to the County Executive by mailing or otherwise furnishing the head of Procurement Services a copy of the claim and a request for the County Executive's determination.
- (f) The County Executive's decision on the claim shall be rendered in writing to Prince William RNG within forty-five (45) calendar days of the head of Procurement Services' receipt of the request from Prince William RNG, and shall be final and binding on behalf of Prince William County, unless Prince William RNG submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the head of Procurement Services a copy of the claim, along with a request for determination by the Board within thirty (30) calendar days of the County Executive's decision. The Board shall consider the claim and render a decision on the claim in writing within forty-five (45) calendar days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this contract shall be the same as that for other decisions of the Board on claims made under Virginia Code §15.2-1245, *et seq.* The decision of the Board shall be final.
- (g) Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision maker.
- (h) Pending a final determination of a claim, the contractor shall proceed diligently with the performance of the work under the contract.
- (i) In accordance with the provisions of Virginia Code § 2.2-4363, full compliance with this procedure set forth in the provision shall be a precondition to the filing of any legal action by Prince William RNG against the County or its Board of County Supervisors arising out of or related to this contract.

12.17 Discrimination. During the performance of this Contract, Prince William RNG agrees as follows:

- (a) It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Prince William RNG. Prince William RNG agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Prince William RNG, in all solicitations or advertisements for employees placed by or on behalf of Prince William RNG, will state that is an equal opportunity employer.
- (c) Notices, advertisements, and solicitations placed accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (d) Prince William RNG shall comply with the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act, Virginia Code § 2.2-4200, et seq., the Virginians with Disabilities Act, the Americans with Disabilities Act, as amended, and Virginia Code § 2.2-4311.
- (e) Prince William RNG will include the provisions of paragraphs (a), (b), and (c) above in every subcontract or purchase order over ten thousand dollars (\$10,000) so that the provisions will be binding upon each such subcontractor or vendor.

12.18 Ethics. This contract is subject to the provisions of the Virginia State and Local Government Conflict of Interests Act, Virginia Code§ 2.2-3100 *et seq.* and subject to Virginia Code§ 2.2-4367 through § 2.2-4377. No member of the Board of County Supervisors, any advisory or judicial body of Prince William County, or any other officer or employee of the County, or any member or employee of any agency, office, commission, board, district, corporation, entity, or Volunteer Fire/Rescue Company, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any contract, or have a personal interest thereinas defined by Virginia Code§ 2.2-3101.

12.19 Examination of Records by the Director of Finance or Designee.

- (a) Prince William RNG agrees that the County, or any duly authorized representative, shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Prince William RNG involving transactionsrelated to this contract.

- (b) Prince William RNG agrees to include in any subcontract for more than \$10,000 entered into as a result of the prime contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of the period specified in the Library of Virginia Records Retention Schedule GS-02, Series 200106, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such contractor involved in transactions related to such subcontract, or this contract. The term "Subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents, and papers that may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims have been finally dispositioned and disposed of.

12.20 Drug-free Workplace. For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this contract. During the performance of this contract, Prince William RNG agrees to:

- (a) Provide a drug-free workplace for Prince William RNG's employees.
- (b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Prince William RNG's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (c) State in all solicitations or advertisements for employees placed by or on behalf of Prince William RNG that Prince William RNG maintains a drug-free workplace.
- (d) Include the foregoing clauses in every subcontract or purchase order over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor, contractor, or vendor.

12.21 E-Verify Program. Pursuant to Virginia Code § 2.2-4308.2, any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of fifty thousand dollars (\$50,000) with any agency of the County to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the County for a period up to one (1) year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer

shall present a copy of their Maintain Company page from E-Verify to prove their E-Verify enrollment.

- 12.22 Authorized to Conduct Business in the Commonwealth of Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law or regulation. Any business entity described above that enters into a contract with the County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, or any other Virginia law or regulation, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with these provisions.

Exhibits:

- Attachment A – Description of the Prince William County Landfill and Proposed RNG Facility
Location
Attachment B – Operations and Maintenance Plan for the Landfill Gas Management System
Attachment C – Water Supply Requirements

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have executed this Contract as set forth below.

**BOARD OF COUNTY SUPERVISORS OF PRINCE
WILLIAM COUNTY, VIRGINIA**

By: _____

Printed Name: _____

Title: _____

ATTEST:

Adam Manne
Purchasing Manager

**PRINCE WILLIAM RNG LLC,
a Delaware Limited Liability Company**

By: _____

Printed Name: _____

Title: _____

ATTACHMENT A
DESCRIPTION OF THE PRINCE WILLIAM COUNTY LANDFILL
AND PROPOSED RENEWABLE NATURAL GAS (RNG) FACILITY LOCATION

The Prince William County Landfill (the Landfill) is located on Route 234, approximately one-half mile east of Independent Hill in Prince William County, Virginia. The Landfill property comprises approximately one thousand (1000) acres of land, including (but not necessarily limited to):

1. The parcels or areas commonly known or referred to as the "Old Landfill"; the "Existing (Unlined) Landfill"; "Phase I, Parts 1 to 4"; "Phase II, Cells A to D"; and "Phase III, Cells A and B" as shown on the "Landfill Proposed RNG Facility Location Map" prepared by Solid Waste Services LLC (SWS) and attached hereto;
2. The same, similar, or additional parcels and areas described in and/or covered by Solid Waste Management Permit No. 29 (the Original Permit) and subsequent amendments thereto issued by the Virginia Department of Environmental Quality (VDEQ) or its predecessor agencies; and
3. Parcels or areas adjoining the above that are within the boundaries of the contiguous Landfill property and that are currently undeveloped but are intended for landfill use as documented in any permit amendment applications submitted by the County to VDEQ and/or other planning documents, together with any existing or future Landfill buffer and Landfill ancillary facility areas.

8/18/2021

C:\Users\S\Prince.William\Task 4.2 Misc. Engineering\Ring Building\20210810-PWC LF RNG Facility Location Map



NOTES:
 1. PHOTOGRAPH PREPARED BY QUANTUM SPATIAL, DULLES, VIRGINIA, DATED JUNE 16, 2021.

ATTACHMENT A
LANDFILL PROPOSED RNG FACILITY LOCATION MAP

11706 BOHMAN GREEN DRIVE
 RESTON, VIRGINIA 20190
 PHONE: (703) 834-0711



ATTACHMENT B

OPERATION AND MAINTENANCE PLAN FOR THE LANDFILL GAS MANAGEMENT SYSTEM AT THE PRINCE WILLIAM COUNTY LANDFILL, PRINCE WILLIAM COUNTY, VIRGINIA

O&M SERVICE OBJECTIVES

Operator shall provide Operation and Maintenance (O&M) Services in support of the following objectives:

1. Assure the safety, physical integrity, effectiveness and reliability of those components of the Landfill Gas (LFG) Management System (LFGMS) and the Project for which Operator is responsible (the Covered Components).
2. Assure compliance with all laws, rules, regulations and permit conditions applicable to Covered Components.
3. Within the framework of the above, maximize the collection and delivery of LFG to the LFG Production System and the Energy Recovery Facility.

O&M SERVICE COVERAGE

Operator shall be responsible for providing O&M Services for the following components of the LFGMS (the Covered Components):

1. The Landfill Gas Collection System (LFGCS), which consists of:
 - a) Landfill gas vertical extraction wells and wellheads;
 - b) Laterals connecting the wellheads;
 - c) Condensate driplegs;
 - d) Header connecting the laterals to the LFG meter and blower assembly;
 - e) Header control or main gate valve, if any, prior to the meter and blower assembly;
 - f) Perimeter monitoring wells; and
 - g) Condensate pump stations, piping and tanks;

2. The LFG Meter and Blower Assembly and associated controls;
3. The Gas Skid Assembly, which consists of:
 - a) Condensate knock-out box;
 - b) Shut-off valve;
 - c) Compressor;
 - d) Coalescing filter; and
 - e) Associated controls.
4. The Flare Assembly.

O&M SERVICE REQUIREMENTS:

Operator shall furnish the following Routine, Non-Routine and Emergency Services with respect to the Covered Components:

A. Routine Services.

1. **General Inspections.** Operator shall inspect the Covered Components to confirm and document that they are operating properly and that the condition of the Covered Components has not been and is not being adversely affected by operating activity, events or conditions at the Landfill (e.g., settlement, weather conditions, closure and post-closure activities) or by external factors affecting same. Such general inspections shall be performed twice weekly and shall include inspections of the following items to the extent they are Covered Components, and related status checks:

- a) **Wellheads:** Inspect all wellheads for physical damage, integrity of or tension on the flexible hose connection and condition of piping, control valves and sampling ports. Note items that appear to require corrective action or that might require corrective action shortly, including potential need to adjust the wellhead height.
- b) **Piping:** Inspect visible portions of and areas adjacent to laterals, condensate driplegs and headers. Confirm the integrity of location markers. Note any impacts of differential settlement and frost heaves. Note any evidence of gas leakage (odors, dead spots in vegetation, etc.).
- c) **Blower:** Inspect the Blower and related piping to confirm operation and identify any physical damage. Note any unusual noise or vibration or other signs of abnormal operation.
- d) **Flow meter:** Note current LFG flow and methane levels. Inspect the flow metering equipment to ensure proper operation. Replace chart

recorder strips as necessary and forward the completed recorder strips to Owner.

- e) Flare assembly: Inspect the flare assembly to confirm operation, confirm that temperatures are within the proper range and identify any physical damage. Check the backpressure at the inlet to the flame arrester. If the backpressure exceeds six inches of water column, inform Owner of the need to clean the flame arrester grid canisters.
- f) Electricity consumption check: Read and record electricity consumption as set forth on the electrical meter.
- g) Flare pilot light gas consumption check: Read and record flare pilot light gas consumption as set forth on the gas meter.
- h) Control Valve nitrogen check: Check and record the need to replace the nitrogen tanks for the control valve(s).
- i) Pump station check. Confirm that any pump stations are operating. Note any unusual noise or vibration or other signs of abnormal operation.
- j) Condensate level check: Check and record the liquid level in each of the condensate storage tanks.

2. Extraction wellhead monitoring, adjustment and repairs. Operator shall measure and record data on gas flows, conditions and composition at each extraction wellhead and at the flare in order to confirm and document that those components of the LFGMS are operating properly. Such measurements, which are to be taken and recorded once per week, shall include the following:

- a) Record ambient weather conditions, including temperature, barometric pressure, cloud cover, precipitation, and wind direction and intensity.
- b) At the flare, measure and record the gas flow rate, temperature, pressure and levels of methane, nitrogen, oxygen and balance gas.
- c) At each wellhead, measure and record the gas flow rate, temperature, pressure and levels of methane, nitrogen, oxygen and balance gas.

All measurements are to be taken with an infrared gas analyzer (Landtec GEN or equivalent instrument). If oxygen is detected at a wellhead, Operator shall check for evidence of air infiltration or pipe in-leakage at or around the wellhead. If there is evidence of air infiltration or pipe in-leakage, then, as appropriate Operator shall: (1) turn down or close the valve to the extent consistent with the need to avoid air infiltration and off-site gas migration as indicated by experience; (2) if a minor repair can be performed to remedy the situation, perform the repair; (3) if the situation cannot be remedied by a minor repair, document the situation and inform Owner promptly. Operator shall inform Owner immediately if the oxygen level exceeds five percent (5% v/v) at any wellhead or if the methane level at the flare is less than thirty percent (30% v/v).

3. Monitoring LFG Migration. To the extent NEO Prince William may be responsible for controlling LFG migration under the Gas Use Agreement, Operator shall monitor such migration with an infrared gas analyzer (Landtec GEN or equivalent instrument) and shall record the methane levels at each of the perimeter gas monitoring wells and other monitoring points established by permit condition or in consultation with Owner. Operator shall notify Owner immediately if, in the course of monitoring, methane levels are measured that exceed (a) 25 percent of the Lower Explosive Limit (LEL) in a perimeter well; or (b) 10 percent of the Lower Explosive Limit within structures or buildings, and shall further notify any parties required to be notified by law, regulation or permit condition at any time that notification thresholds are exceeded. This monitoring activity shall be performed at the frequency required by permit condition, or once per month, whichever is more frequent.

4. Emergency Response Capability. Operator shall establish and maintain an emergency response capability, including a 24-hours-per-day, 365- days-per-year emergency duty schedule and emergency phone contact. The maintenance of the emergency response capability shall be a Routine Service as defined herein.

5. Other Routine Services. On an as-needed basis as indicated based on Operator inspections and monitoring and any applicable Service Standards, Operator shall:

- a) Replace the nitrogen tanks for shut-off valve(s).
- b) Replace recording media for metering equipment.
- c) Perform minor or interim repairs to Covered Components and replace materials and parts when and as required. For purposes of this Scope of Services, minor repairs and replacements are those that do not require a material modification to the operating schedule of the LFGMS, can be performed on-site with available equipment and without external support from subcontractors; and do not constitute capital expenditures under generally accepted accounting principals. Such minor repairs include, but are not limited to, the repair or replacement of couplings, piping interconnections, seals, filters, and gaskets. The direct cost of materials and replacement parts used in the performance of such minor or interim repairs and replacements shall be borne by Owner.
- d) Inform Owner of the potential need for Non-Routine Services, including the need for adjustments, repairs or replacements to warranty items and other components of the LFGMS.
- e) Promptly forward to Owner any correspondence received by Operator regarding the LFGMS or the Project.

6. Reporting and Documentation. Operator shall log, and maintain records of, all observations, measurements and actions made or taken in the course of providing the Routine Services and report same to Owner on standardized forms on a weekly basis. Operator shall maintain such additional records and provide such additional information as may be required by regulation or to satisfy permit conditions and/or to document permit, contract or warranty compliance with respect to the Covered Components. Notwithstanding the above, Operator shall notify Owner of any item requiring corrective action or any emergency condition as soon as possible.

B. Non-Routine Services.

Operator shall be available to provide such construction, installation, maintenance, replacement or repair services with respect to the Covered Components (or other elements of the LFGMS and Project) that are not Routine Services as defined herein, but are within the scope of Operator's professional expertise. Such Non-Routine Services may include addition or replacement of wells, well-heads and laterals; blower or flare burner replacement, etc. All such Non-Routine Services shall be performed by Operator on the terms set forth in written Service Orders issued by Owner and agreed to by Operator authorizing Operator to perform such Non-Routine Services. Each such Service Order shall specify the service to be performed, a schedule of performance, the cost of the service, and the payment terms. The cost of service shall be based on Operator's standard unit rates for Operator personnel and equipment as set forth in Schedule B, attached, plus the actual direct cost of any purchased materials, hired equipment and subcontracted services as documented by Operator.

C. Emergency Services.

Operator shall initiate and organize the response to any Emergency that arises with respect to the Covered Components. Such Emergency may include, without limitation, a break in the LFGCS lines or main header resulting in (a) disrupted LFG flow to the LFG Production System or (b) elevated oxygen and temperature levels in the LFG, or both; surging vacuum resulting from a blockage in the LFGCS; loss of flame at the Flare; or loss of vacuum resulting from breakdown of the Blower. In the event of such Emergency Operator shall:

1. Promptly notify Owner and any other party required to be notified of the Emergency by applicable law or regulation, and
2. Shut down all or portions of the LFGMS, make repairs, replace malfunctioning parts, and take any other action that it determines in its good faith discretion is necessary or appropriate to relieve, minimize, protect against, or overcome such Emergency.

ATTACHMENT C
WATER SUPPLY REQUIREMENTS

Prince William County shall supply potable water to the Renewable Natural Gas (RNG) Facility located at the Prince William County Landfill as follows:

- A. By bringing a municipal supply line to the boundary of the RNG Facility site, which water supply line shall be capable of delivering 30 gallons per minute (gpm) of water at 25 pounds per square inch-gauge (psig); or
- B. By providing Prince William RNG LLC, with, and by maintaining the supply of potable water in, a water supply system at the RNG Facility site, said system capable of delivering 30 gpm of water at 25 psig and to consist of the following:
 1. Water storage tank
Type – Process Equipment Corp. Model No. CVF or equivalent.
Specifications – fiberglass reinforced plastic vertical tank, 72 inches in height, 48 inches in diameter, and 490-gallon capacity, or equivalent.
 2. Water pressure tank
Type – Amtrol WX-350, or equivalent.
Specifications – 62 inches in height, 26 inches in diameter, 119-gallon capacity, 100 psig working pressure, and 38 psig precharge pressure, or equivalent.
 3. Water pump
Type – Gould pump HSJ2ON Centrifugal, or equivalent.
Specifications – 2 horsepower, three-phase power, deliver 30 gallons per minute at 25 psig, or equivalent.

ADDENDUM NO. 4 OF THE GAS USE AGREEMENT

This Addendum No. 4 to the Gas Use Agreement and License to Use Real Property Located at the Prince William County Sanitary Landfill ("Contract") dated as of December 30, 1996, as amended and supplemented, is entered into by the Board of County Supervisors of Prince William County, Virginia (the "Board"), a political subdivision of the Commonwealth of Virginia and NEO Prince William LLC, a Delaware limited liability company ("NEO Prince William").

PRELIMINARY STATEMENT

The Board owns and operates the Prince William County Sanitary Landfill, with the main entrance located at 14811 Dumfries Road, Independent Hill, Virginia, which is located in the Coles Magisterial District of Prince William County (the "Landfill"). The Board desires to grant to Prince William RNG LLC (i) the right to extract and utilize any and all gas elements from the Landfill, or that may be produced through syntheses of materials deposited in the Landfill ("LFG"), and (ii) all rights necessary to enter upon the Landfill to assist in the design and construction of a collection system, and to design construct or install and own, operate and maintain facilities to gather, draw, produce, process, and cause and/or burn gas including LFG, and to install, operate and maintain renewable natural gas ("RNG") production facilities fueled by LFG, pursuant to the terms of a Gas Use Agreement and License to Use Real Property, of even date herewith, between the Board and Prince William RNG LLC.

The Board and NEO Prince William LLC (an affiliate of Prince William RNG LLC) are parties to that certain Gas Use Agreement and License to Use Real Property Located at the Prince William County Sanitary Landfill, dated as of December 30, 1996, as amended and supplemented (the "LFGTE Contract"). Pursuant to the LFGTE Contract, NEO Prince William LLC collects and combusts LFG in order to generate electricity. Prince William RNG LLC desires LFG for purpose of processing same as a fuel for the production of RNG. NEO Prince William, and any of its sub-grantees, to include MM Prince William Energy LLC and Prince William Energy LLC, have agreed to subordinate their rights to LFG, including any gas rights granted under the LFGTE Contract, to the rights of Prince William RNG LLC herein.

NOW, THEREFORE, in consideration of their mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and NEO Prince William LLC, agree as follows:

A. The LFGTE Contract is amended as follows:

1. Section 3.1 is restated as follows:

The Board grants to NEO Prince William the right to extract, gather, process, take and use or sell, LFG from the Landfill, for the Term and upon the conditions set forth herein. The rights granted in this Section 3.1 are referenced herein as "Gas Rights." The extent of the real property from which the gas is produced to which the Gas Rights applies is more specifically identified in Attachment A of the

LFGTE Contract. In accepting this grant of rights, NEO Prince William is not obligated to extract or utilize any particular amount of LFG, other than such amounts of LFG as may be collected and produced by LFGMS. NEO Prince William, and any of its sub-grantees, to include MM Prince William Energy LLC and Prince William Energy LLC, have agreed to subordinate their Gas Rights to LFG, including any gas rights granted under the Contract, to the rights of Prince William RNG LLC herein.

2. Section 11.2(e) is added, as follows:

Interests in Gas Rights. NEO Prince William hereby represents, warrants, and covenants to and with the Board as of the date of execution of this Addendum No. 4, that no person or entity, other than MM Prince William Energy LLC and Prince William Energy LLC, both subgrantees to NEO Prince William, have any interest in the Gas Rights. Further, NEO Prince William, MM Prince William Energy LLC and Prince William Energy LLC, have agreed to subordinate their rights to LFG, including any gas rights granted under the Contract, to the rights of Prince William RNG LLC herein.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have executed this Contract as set forth
below.

**BOARD OF COUNTY SUPERVISORS
OF PRINCE WILLIAM COUNTY,
VIRGINIA**

Date

By: _____
Thomas Smith, Director of Public Works

NEO Prince William LLC

By: _____

Name: _____

Title: _____

MM Prince William Energy LLC

By: _____

Name: _____

Title: _____

Prince William Energy LLC

By: _____

Name: _____

Title: _____

ADDENDUM NO. 4 OF THE GAS USE AGREEMENT

This Addendum No. 4 to the Gas Use Agreement and License to Use Real Property Located at the Prince William County Sanitary Landfill ("Contract") dated as of December 30, 1996, as amended and supplemented, is entered into by the Board of County Supervisors of Prince William County, Virginia (the "Board"), a political subdivision of the Commonwealth of Virginia and NEO Prince William LLC, a Delaware limited liability company ("NEO Prince William").

PRELIMINARY STATEMENT

The Board owns and operates the Prince William County Sanitary Landfill, with the main entrance located at 14811 Dumfries Road, Independent Hill, Virginia, which is located in the Coles Magisterial District of Prince William County (the "Landfill"). The Board desires to grant to Prince William RNG LLC (i) the right to extract and utilize any and all gas elements from the Landfill, or that may be produced through syntheses of materials deposited in the Landfill ("LFG"), and (ii) all rights necessary to enter upon the Landfill to assist in the design and construction of a collection system, and to design construct or install and own, operate and maintain facilities to gather, draw, produce, process, and cause and/or burn gas including LFG, and to install, operate and maintain renewable natural gas ("RNG") production facilities fueled by LFG, pursuant to the terms of a Gas Use Agreement and License to Use Real Property, of even date herewith, between the Board and Prince William RNG LLC.

The Board and NEO Prince William LLC (an affiliate of Prince William RNG LLC) are parties to that certain Gas Use Agreement and License to Use Real Property Located at the Prince William County Sanitary Landfill, dated as of December 30, 1996, as amended and supplemented (the "LFGTE Contract"). Pursuant to the LFGTE Contract, NEO Prince William LLC collects and combusts LFG in order to generate electricity. Prince William RNG LLC desires LFG for purpose of processing same as a fuel for the production of RNG. NEO Prince William, and any of its sub-grantees, to include MM Prince William Energy LLC and Prince William Energy LLC, have agreed to subordinate their rights to LFG, including any gas rights granted under the LFGTE Contract, to the rights of Prince William RNG LLC herein.

NOW, THEREFORE, in consideration of their mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and NEO Prince William LLC, agree as follows:

A. The LFGTE Contract is amended as follows:

1. Section 3.1 is restated as follows:

The Board grants to NEO Prince William the right to extract, gather, process, take and use or sell, LFG from the Landfill, for the Term and upon the conditions set forth herein. The rights granted in this Section 3.1 are referenced herein as "Gas Rights." The extent of the real property from which the gas is produced to which the Gas Rights applies is more specifically identified in Attachment A of the

LFGTE Contract. In accepting this grant of rights, NEO Prince William is not obligated to extract or utilize any particular amount of LFG, other than such amounts of LFG as may be collected and produced by LFGMS. NEO Prince William, and any of its sub-grantees, to include MM Prince William Energy LLC and Prince William Energy LLC, have agreed to subordinate their Gas Rights to LFG, including any gas rights granted under the Contract, to the rights of Prince William RNG LLC herein.

2. Section 11.2(e) is added, as follows:

Interests in Gas Rights. NEO Prince William hereby represents, warrants, and covenants to and with the Board as of the date of execution of this Addendum No. 4, that no person or entity, other than MM Prince William Energy LLC and Prince William Energy LLC, both subgrantees to NEO Prince William, have any interest in the Gas Rights. Further, NEO Prince William, MM Prince William Energy LLC and Prince William Energy LLC, have agreed to subordinate their rights to LFG, including any gas rights granted under the Contract, to the rights of Prince William RNG LLC herein.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have executed this Contract as set forth
below.

**BOARD OF COUNTY SUPERVISORS
OF PRINCE WILLIAM COUNTY,
VIRGINIA**

Date

By: _____
Thomas Smith, Director of Public Works

NEO Prince William LLC

By: _____

Name: _____

Title: _____

MM Prince William Energy LLC

By: _____

Name: _____

Title: _____

Prince William Energy LLC

By: _____

Name: _____

Title: _____