

**SECOND AMENDMENT TO
ENVIRONMENTAL SERVICES AGREEMENT**

This FIRST AMENDMENT TO ENVIRONMENTAL SERVICES AGREEMENT (this “Amendment”) is effective as of the ____ day of _____ 2021, by and between the **COLUMBUS GEORGIA, a CONSOLIDATED GOVERNMENT** (“Landfill Owner”), and **COLUMBUS POWER PRODUCERS, LLC**, a North Carolina limited liability company (“CPP, LLC”), each of whom may be referred to as a “Party”, and collectively as the “Parties”.

RECITALS

WHEREAS, Landfill Owner and CPP, LLC entered into that certain Environmental Services Agreement effective as of June 30, 2017 (the “Agreement”), whereby CPP, LLC agreed to perform certain environmental services and make certain payments to Landfill Owner and Landfill Owner agreed to transfer to CPP, LLC certain assets, including gas rights; and

WHEREAS, on June , 2020 the parties executed an amendment to the Agreement to more specifically to provide for an extension of the Commencement Date; and

WHEREAS, the parties now wish to enter into a Second Amendment to further extend the commencement date, to revise certain terms and conditions of the Agreement, and to reflect the current status of the parties with respect to a Third Party Purchaser as defined in the First Amendment; and

WHEREAS, Section 16.8 of the Agreement requires that any modification of the Agreement shall be by a written instrument and signed by both Parties;

NOW, THEREFORE, the Parties hereby agree as follows:

Agreement

Section 1. Amendment to Article 1. The Agreement is amended by replacing Section 1.48 a new Section 1.48 to read as follows:

1.48 Third Party Purchaser. A purchaser of a product or Incentive produced by the Project who is not a Party or an Affiliate of a Party. CPP, LLC has as of this Amendment, entered into a binding Third Party Agreement with Liberty Utilities (Peach State Natural Gas) CORP which shall be a Third Party Purchaser.

Section 2. Amendments to Section 2.1 a . The Agreement is amended by replacing Section 2.1 a with a new Section 2.1 a to read as follows:

a. Installation of Collection System. CPP, LLC shall, at its sole expense, purchase, design, modify, install, permit, construct, expand, operate and maintain the Collection System at the Landfill (including any expansions thereof), all in accordance with Applicable Requirements; provided however, that Landfill Owner will be provided 14 calendar days for

review and to approve all plans for the Gas Control and Collection system in advance of construction and will be permitted to hire third party experts to oversee the installation of the system at Landfill Owners expense if it so desires.

Section 3. Amendments to Section 2.3. The Agreement is amended by replacing Section 2.3 with a new Section 2.3 to read as follows:

2.2 Payments to Landfill Owner. In further consideration of the transfer and assignment of the Purchased Assets by Landfill Owner to CPP, LLC as set forth in Article 3 below, during the Term of this Agreement, CPP, LLC hereby agrees to pay to the Landfill Owner the payments setforth in this Section 2.3:

a. Gas Collection License Payments. During the Term, CPP, LLC shall pay to the Landfill Owner the following amounts:

i. Landfill Gas. For Landfill Gas that is sold to a third party for use as a fuel, used by the Power Plant, or used to produce Renewable Natural Gas, CPP, LLC shall pay to the Landfill Owner the amount of Fifty Cents (\$0.50) for each MMBTU of Landfill Gas increasing five cents (\$0.05)/MMBTU every fifth anniversary of commercial operations date for a term of fifteen (15) years. In the event the current agreement for RNG offtake is extended to twenty (20) years the five cents (\$0.05)/ MMBTU escalation will also apply to years sixteen through 20.

ii. Other Beneficial Use(s). Should the CPP, LLC identify and implement other Beneficial Use(s) not mentioned herein for any portion of the Landfill Gas, the CPP, LLC and Landfill Owner will negotiate, in good faith, payment for the same; and

iii. Incentives. To the extent that CPP, LLC receives revenue derived from Incentives, CPP, LLC shall pay to Landfill Owner an amount equal to twenty-five percent (25%) of the Net Revenue derived from such Incentives.

b. Economic Price Adjustment. ~~Intentionally deleted.~~

c. Payment Terms. CPP, LLC shall make the payments to the Landfill Owner set forth in this Section 2.3 within thirty (30) days after CPP, LLC receives such payments from a third party.

Section 3. Amendment to Section 4.4 a. The Agreement is amended by replacing Section 4.4 a with a new section 4.4 a to read as follows:

4.4 Leachate and Condensate Disposal.

- a. Except as otherwise specifically provided in this Section 4.4, Landfill Owner shall have full and exclusive environmental responsibility and liability for the Leachate and Condensate generated at the Landfill. Without cost to CPP, LLC, Landfill Owner agrees to accept into its Leachate collection system all of CPP, LLC's Condensate. CPP, LLC shall be responsible for all costs associated with transportation of CPP, LLC's condensate to the Landfill Owner's Leachate collection system. The foregoing notwithstanding, to the extent that CPP, LLC introduces any Hazardous Material into the Leachate or Condensate generated by CPP, LLC's Equipment and, in Landfill Owner's reasonable judgment, such introduction would result in Landfill Owner's non-compliance with Applicable Requirements, CPP, LLC shall be responsible for the disposal of such Leachate or Condensate. On an annual basis CPP, LLC will provide testing of the aggregate comingled Leachate and Condensate at the Landfill Owner's leachate collection system to determine whether the discharged materials are in compliance with discharge limits and other Applicable Requirements and make the results of such testing available to Landfill Owner.

Section 4. Amendment to Section 4.5. The Agreement is amending by replacing section 4.5 with a new section to read as follows:

4.5 Gas Migration. Landfill Owner shall be solely responsible for the control of, and contamination resulting from, the migration of Landfill Gas. CPP, LLC shall have no responsibility or liability for the control, contamination of, or damages occasioned by Landfill Gas migration beyond or within the grounds of the Landfill, except to the extent of any gross negligence or malicious acts by any CPP, LLC Party. The foregoing notwithstanding, in operating the Project, CPP, LLC shall make a Commercially Reasonable Effort to mitigate the migration of Landfill Gas and cooperate with Landfill Owner in its effort to limit such migration, and in the event of gas migration that requires mitigation, Landfill Owner reserves the right to engage a 3rd party to review the Gas Collection and Control System design and operation to determine if the system is a contributing factor to the migration.

Section 5. Amendment to Article 6. The Agreement is hereby amended by replacing Article 6 with the following:

ARTICLE 6

Term

Subject to the other provisions contained herein, this Agreement shall become effective on the date of execution, June 30, 2017 (“Effective Date”) and shall continue in effect until the date twenty (20) years following the date of CPP, LLC’s first operational delivery of Landfill Gas for Beneficial Use to a Third Party Purchaser (“Commencement Date”). No later than 180 days prior to expiration of this Agreement, the Parties may negotiate an extension of the terms of this Agreement which shall be in writing and approved by the Columbus Council.

Section 6. Amendment to Section 11.4. Amendment to Section 11.4. The Agreement is hereby amended by replacing Section 11.4 with the following:

11.4 Termination by Landfill Owner. In the event that any one of the following events occur, Landfill Owner may terminate this agreement:

- a. CPP, LLC has not provided plans for the Gas Collection and Control System (GCCS) and the plant to the Landfill owner for review and obtained all required regulatory approvals for such plans by December 15, 2021.
- b. A Collection System as described by Section 2.1(a) above is not installed within one hundred eighty (180) days after regulatory approvals are received for the GCCS.
- c. A Power Plant as described by Section 2.1(b) above is not installed within fifteen (15) months after gas flows of 600 MMBTU are verified.
- d. The Commencement Date does not occur on or before September 01, 2023.

Section 7. Amendment to Exhibit 1. Paragraph 4 of Exhibit 1 is hereby amended by replaced that paragraph with the following:

4. Leachate. Without cost to CPP, LLC, the Landfill Owner agrees to accept into its Leachate collection system all of CPP, LLC’s condensate and Leachate resulting from all of CPP, LLC’s operations at the Landfill; provided, however; CPP, LLC shall be responsible for all costs associated with transportation of CPP, LLC’s condensate to the Landfill Owner’s Leachate collection system and to the extent that CPP, LLC introduces any Hazardous Material into the Leachate or Condensate generated by CPP, LLC’s Equipment and, in Landfill Owner’s reasonable judgment, such introduction would result in Landfill Owner’s non-compliance with Applicable Requirements, CPP, LLC shall be responsible for the disposal of such Leachate or Condensate at its own expense. On an annual basis CPP, LLC will provide testing of the aggregate comingled Leachate and Condensate at the Landfill Owner’s leachate collection system to determine whether the discharged materials are in compliance with discharge limits and other Applicable Requirements and make the results of such testing available to Landfill Owner.

Landfill Owner shall have the obligation to provide and install into any watered-in gas wells any necessary pumps, associated piping, or other equipment required by CPP, LLC, all at Landfill Owner's sole cost and expense. For purposes of this Agreement, a watered in gas well is any gas well where liquids and/or solids are reducing the collection efficiency of the well so that at least 50% of the installed perforations are obstructed.

Section 8. Effect on Other Provisions. Except as amended by this Amendment, all other language and provisions in the Agreement shall remain in full force and effect and are not modified by this Amendment.

Section 9. Counterparts. This Amendment may be executed in one or more counterparts, and each such counterpart shall have the effect of an original agreement.

Section 10. Invalidity. Should any portion of this Amendment for any reason be declared by any court of competent jurisdiction to be invalid, such decisions shall not affect the validity of any remaining portion, which remaining portions shall continue in full force and effect as if this Amendment had been executed with the invalid portions thereof eliminated. The intention of the Parties hereto is that they would have executed the remaining portion of this Amendment without including any such part, parts, or portion which may for any reason be hereafter declared invalid.

Section 11. Modification. This Amendment shall not be modified, changed, or altered in any respect except by a written instrument signed by the Parties hereto.

Section 12. Headings, Etc. The headings of the sections of this Amendment are inserted for convenience only and shall not be deemed to constitute a part hereof, and shall not be binding in any construction of the provisions of this Amendment.

Section 13. Mutual Drafting. CCP, LLC and Landfill Owner acknowledge and agree that each of them has participated in the drafting of this Amendment, and, therefore, no provisions shall be construed against a Party as the drafter of this Amendment.

Section 14. Binding on Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

Section 15. Capitalized Terms. All capitalized terms used, but not defined, herein shall have the same meanings ascribed to such terms in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties hereto signed and sealed, or caused its duly authorized officers to execute this Amendment, all as of the day and year first above written.

COLUMBUS POWER PRODUCERS, LLC

By: _____
William P. Brinker, Manager

COLUMBUS CONSOLIDATED GOVERNMENT

By: _____

Printed Name: _____

Title: _____

Date: _____