

## **SECOND AMENDMENT TO LANDFILL GAS RIGHTS AGREEMENT**

This Second Amendment to Landfill Gas Rights Agreement (this “Amendment”) is effective as of December 28, 2023 (the “Amendment Effective Date”), by and among **NEWSME LANDFILL OPERATIONS, LLC**, a Maine limited liability company (“NEWSME”), and **AHJRLFLG, LLC**, a Delaware limited liability company (“Archaea”). NEWSME and Archaea are collectively referred to herein as “Parties” and each of them as a “Party”.

### **RECITALS**

**WHEREAS**, the State of Maine, Department of Administrative and Financial Services, Bureau of General Services (the “State”) owns the Juniper Ridge Landfill (“Landfill”) located at 2828 Bennoch Road, Old Town, Maine, and the State granted Casella the right, license, and privilege to occupy, operate, maintain, repair, design, redesign, construct and utilize the Landfill pursuant to an Operating Services Agreement dated February 5, 2004 (as amended from time to time, the “OSA”);

**WHEREAS**, Casella has assigned its right to take and use any landfill gas generated at the Landfill to NEWSME pursuant to the Assignment Agreement dated June 28, 2019 (the “Assignment Agreement”);

**WHEREAS**, NEWSME granted Archaea, inter alia, the exclusive right to all landfill gas collected by NEWSME from the Landfill and the right to construct, own, modify, relocate, remove, and operate at the Landfill a landfill gas utilization facility (the “LFGTE Facility”) pursuant to a Landfill Gas Rights Agreement dated June 28, 2019, as amended by a First Amendment to Landfill Gas Rights Agreement and License Agreement dated January 3, 2022, and as assigned to Archaea (as defined herein this Amendment) from Archaea Holdings, LLC pursuant to an Assignment and Assumption Agreement dated April 4, 2022 (collectively, the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement in accordance with the terms of this Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement, as applicable.
2. Amendment to the Agreement.
  - a. The last sentence in the definition of “Commercial Operation Date” set forth in Section 1.9 is hereby deleted.
  - b. Section 4.3 is amended and restated in its entirety as follows:

“4.3 Commercial Operation. Archaea shall cause the LFGTE Facility to begin Commercial Operation by March 31, 2024 (the “Required COD”). If the LFGTE Facility has not achieved Commercial Operation by the Required COD, other than for delays from NEWSME, or NEWSME events of default, Archaea may extend the Required COD, but not the Outer Required COD as defined herein, by paying to NEWSME a monthly fee for each month after March 31, 2024 (the original Required COD) until such time Commercial Operations is achieved in the amount of Ninety Thousand Dollars (\$90,000) (the “Extension Payment”), prorated appropriately on a per diem basis for any partial month in

which Commercial Operations occurs; provided, however, if Commercial Operation has not been achieved by August 31, 2025 (“Outer Required COD”) or no Extension Payment is made to extend the Required COD, Archaea shall be in default of this Agreement. Each Extension Payment shall be paid by Archaea to NEWSME within three (3) business days following the end of each calendar month until Commercial Operation of the LFGTE Facility is achieved. Notwithstanding extensions, if any, to the Required COD, if Commercial Operation is not achieved by the Outer Required COD deadline, as defined in Section 4.3 herein, NEWSME retains the right to terminate the Agreement or otherwise require an increase to the Extension Payment obligation or other compensation. Notwithstanding any other provision of this Agreement, in no event shall a Force Majeure event extend the Required COD or Outer Required COD, or excuse any Extension Payment due under this Section.”

- c. Section 14.2(f) is amended and restated in its entirety as follows:

“(f) Failure to timely achieve the Required COD (as it may be extended in accordance with Section 4.3 hereof).”

- d. The following subsection 18.12 is hereby added to Article 18 of the Agreement as follows:

“18.12 Confidentiality. Archaea and NEWSME acknowledge that, from time to time, they may receive information from or regarding the other party or the LFGTE Facility or the Landfill in the nature of trade secrets or secret or proprietary information or information that is otherwise confidential, the disclosure of which may be damaging to the other party. Each party shall hold in strict confidence any such information it receives, including the terms and conditions of this Agreement or any confidential information received hereunder (collectively, “Confidential Information”), and may not disclose such Confidential Information to any person, except for disclosures:

(i) necessary to comply with any laws (including applicable stock exchange or quotation system requirements and disclosures of tax treatment or tax structure required by the Internal Revenue Service);

(ii) to its lenders, Affiliates and its and their respective directors, officers, stockholders, managers, members, partners, employees, consultants, advisors, counsel, accountants, or other authorized representatives (collectively, “Representatives”) with a reasonable need to know such Confidential Information; provided, however, that such

recipients have agreed in writing to be bound by the provisions of this Section 18.12 or are otherwise subject to a duty of confidentiality in favor of the disclosing party;

(iii) of information that a party also has received from a source independent of the other party but only if such party reasonably believes such source obtained such information without breach of any obligation of confidentiality owed to the other party;

(iv) of information that such party can reasonably demonstrate was independently developed by such party without reliance upon any material separately developed by or for this Agreement and the transactions contemplated hereby;

(v) of public information; or

(vi) to the extent the parties engage in dispute resolution for a breach of the Agreement or other claims related to the LFGTE Facility or Landfill or a party is legally compelled (by oral questions, interrogatories, request of information, subpoena of documents, civil investigative demand or similar process) to disclose information otherwise related to the LFGTE Facility, the Landfill, or the parties' respective operations that requires disclosure of such information that the party reasonably and in good faith concludes, in the opinion of counsel, is necessary to bring or prove up any claims of defenses; provided that the disclosing party (1) only discloses that portion of Confidential Information, in the opinion of counsel, is necessary to prove or defend such claims, and (2) takes reasonable efforts to assure that, to the extent possible, confidential treatment will be accorded any such Confidential information disclosed pursuant to this Section to protect further dissemination of the Confidential Information, such as filing any pleadings containing such information under seal."

3. Payment. Within five (5) business days from the date of the last signature to this Amendment, and in consideration of NEWSME's execution hereof, Archaea shall pay to NEWSME a one-time payment in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) which shall compensate NEWSME for extending the term of Required COD<sup>1</sup> to March 31, 2024.

4. Miscellaneous.

- a. The Recitals set forth above are hereby incorporated in and made a part of this Amendment by reference.
- b. Except as modified herein, the Agreement shall remain in full force and effect and all of the terms of this Amendment are hereby incorporated into the Agreement.
- c. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Further, a signature received by facsimile or e-mail (in PDF form or via DocuSign) is as binding as an original signature.
- d. This Amendment shall be binding upon and benefit the permitted successors and assigns of the parties and their respective successors, transferees and permitted assigns. No

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<sup>1</sup> Formerly the "Commercial Operation Date"

termination, amendment, variation or waiver of any provisions of this Amendment shall be effective unless in writing and signed by the parties hereto.

- e. This Amendment shall be governed by the laws of the State of Maine.

*[Signature page follows]*

IN WITNESS WHEREOF, the authorized representatives of Archaea and NEWSME have duly authorized and executed this Amendment as of the Amendment Effective Date.

**AHJRLFLG, LLC,**  
a Delaware limited liability company

DocuSigned by:  
By: Aimee DiTommaso  
B0ED5C5F55204E6...  
Name: Aimee DiTommaso  
Title: Attorney-in-Fact  
Date: 1/22/2024

**NEWSME LANDFILL OPERATIONS, LLC,**  
a Maine limited liability company

By: Edmond R. Colella  
Name: Edmond R. Colella  
Title: VP & Treasurer  
Date: 2-1-2024

**Acknowledged that the "SECOND  
AMENDMENT TO LANDFILL GAS  
RIGHTS AGREEMENT" was reviewed,  
approved, and consented to by:**

**CASELLA WASTE SYSTEMS, INC.,**  
a Delaware Corporation

By: Edmond R. Colella  
Name: Edmond R. Colella  
Title: President  
Date: 2-1-2024

**STATE OF MAINE,**  
Department of Administrative and Financial Services, Bureau of General Services

DocuSigned by:  
By: William Longfellow  
DBBA2BC670E9407...  
Name: William Longfellow  
Title: Bureau Director  
Date: 1/31/2024