

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Assignment”) is entered into by and between Archaea Holdings, LLC, a Delaware limited liability company (“Assignor”), and AHJRLFLG, LLC, a Delaware limited liability company (“Assignee”), on April 4, 2022 (the “Effective Date”), and consented to by **NEWSME LANDFILL OPERATIONS, LLC**, a Maine limited liability company (“NEWSME”), **CASELLA WASTE SYSTEMS, INC.**, a Delaware corporation (“Casella”), and the **STATE OF MAINE, DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES, BUREAU OF GENERAL SERVICES** (the “State”). NEWSME, Assignor, Assignee, Casella, and the State are collectively referred to herein as “Parties” and each of them as a “Party”.

RECITALS

WHEREAS, 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 from time to time, the “Agreement”) and contemporaneously therewith, the State granted to Archaea a license to use a portion of the Landfill (the “Licensed Premises”) for purposes of the LFGTE Facility pursuant to the License Agreement, dated as of June 28, 2019 (as amended from time to time, the “License Agreement” and together with the OSA, the Assignment Agreement, and the Agreement, the “Project Agreements”); and

WHEREAS, pursuant to Section 16 of the Agreement and Section 8.5 of the License Agreement, Assignor desires to, transfer, assign, convey, and deliver to Assignee, an Affiliate of Assignor, and Assignee desires to receive, acquire, and accept from Assignor, the Project Agreements in their entirety such that Assignee shall succeed to each and all of Assignor’s benefits, rights, duties, and obligations therein as if a signatory thereto in place of Assignor; and

WHEREAS, to effect the transfer, assignment, conveyance, and delivery described above, Assignor and Assignee have executed and delivered this Assignment;

NOW THEREFORE, in consideration of the promises and mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

AGREEMENTS

1. Assignor hereby transfers, assigns, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to the Project Agreements, and Assignee hereby accepts such transfer, assignment, conveyance, and delivery.
2. Assignee shall be bound by, and hereby assumes each and all obligations of Assignor to satisfy, perform, and discharge, as the same become due, all duties and obligations under the Project Agreements to the same extent as Assignor, provided that in no event shall Assignor be relieved thereunder.
3. This Assignment may be executed in separate counterparts with separate signature pages, all of which when taken together shall constitute one instrument. Delivery by electronic means of an executed original shall be deemed delivery of an executed original.
4. Assignor and Assignee shall take all further actions and execute, acknowledge, and deliver all further instruments necessary or useful in carrying out the purposes of this Assignment and do all other and further acts reasonably necessary to convey, assign, transfer, and deliver to Assignee, and for Assignee to accept and assume, the Project Agreements in their entirety.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of Maine, excluding its choice of law provisions.
6. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns. Neither this Assignment nor the actions contemplated herein shall create, or be construed or understood to create, any partnership, joint venture, agency, master-servant, or like relationship between Assignor and Assignee, and each expressly denies the same. Nor shall this Assignment create or be construed to create any right in any third party not a signatory hereto, excluding only as may be contemplated explicitly in the Project Agreements.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be executed on their behalf by their duly authorized representatives as of the Effective Date.

Assignor:

ARCHAEA HOLDINGS, LLC,
a Delaware limited liability company

DocuSigned by:
By: Richard Walton
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Name: Richard Walton
Title: President

Assignee:

AHJRLFG, LLC,
a Delaware limited liability company

DocuSigned by:
By: Nicholas Stork
45AF08DFAE0740A...
Name: Nicholas Stork
Title: CEO

NEWSME, Casella, and the State hereby consent to the foregoing Assignment.

NEWSME LANDFILL OPERATIONS, LLC,
a Maine limited liability company

By: Brian Oliver
Name: Brian Oliver
Title: Vice President

CASELLA WASTE SYSTEMS, INC.,
a Delaware corporation

By: Brian Oliver
Name: Brian Oliver
Title: Vice President

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

DocuSigned by: William Longfellow 2S
DB8A2BC670E9407...
Name: William Longfellow
Title: Bureau Director