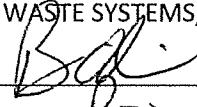


## ASSIGNMENT AGREEMENT

This Assignment Agreement, dated as of June 28, 2019, is by and between Casella Waste Systems, Inc., a Delaware corporation ("Casella"), and NEWSME Landfill Operations, LLC, a Maine limited liability company and a wholly-owned indirect subsidiary of Casella ("NEWSMELOC").

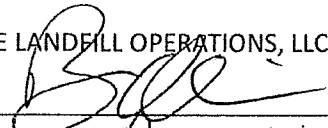
Pursuant to, and as permitted under, Section 24.1 of the Operating Services Agreement for the Juniper Ridge Landfill (the "Landfill"), dated as of February 5, 2004, between Casella and the State of Maine, as amended (the "Agreement"), Casella hereby assigns to NEWSMELOC its rights "...to take and use any landfill gas generated at the Landfill, all in accordance with applicable laws and regulations" as set forth in Section 2.1.4 of the Agreement, and the right to access and use the Landfill in connection with the collection, processing and transportation of landfill gas, to the extent necessary or desirable in order for NEWSMELOC to enter into and perform its obligations under the Landfill Gas Rights Agreement to be entered into between NEWSMELOC and Archaea Holdings, LLC, a copy of which has been provided to Casella. This Assignment Agreement does not relieve Casella of any of its obligations or liabilities under the Agreement and Casella shall remain fully liable thereunder.

CASELLA WASTE SYSTEMS, INC.

By:   
Name: Brian Oliver  
Title: Vice President

SEEN AND AGREED TO:

NEWSME LANDFILL OPERATIONS, LLC

By:   
Name: Brian Oliver  
Title: Vice President

## AGREEMENT

This Agreement is made as of this 28<sup>th</sup> day of June, 2019, by and between Casella Waste Systems, Inc., a Delaware corporation with a place of business at 25 Greens Hill Lane, Rutland, Vermont 065702 (“Casella”) and State of Maine, Department of Administrative and Financial Services, Bureau of General Services (the “State”).

### WITNESSETH:

WHEREAS, by Resolves 2003, ch. 93 (the “Resolve”), the State was authorized to acquire, own and cause to be operated an existing solid waste disposal facility in the City of Old Town now known as the Juniper Ridge Landfill (the “Landfill”), under such terms and conditions as are revenue-neutral and the State determines are advisable and in the public interest; and

WHEREAS, the State of Maine, acting by and through the Department of Administrative and Financial Services, Bureau of General Services, is the owner of the Landfill; and

WHEREAS, the State entered into an Operating Services Agreement (the “OSA”) with Casella dated February 5, 2004, as amended by the First Amendment dated July 28, 2006, the Second Amendment dated November 2, 2006 and the Third Amendment dated December 21, 2015, whereby the State granted to Casella the “...right, license and privilege to occupy, operate, maintain, repair, design, redesign, construct and utilize the Landfill...”; and

WHEREAS, the OSA provides that “the use of the Landfill shall be restricted to development and operation of a solid waste landfill, or other facilities providing for the disposal or recycling of solid waste or other management of solid waste or, with the prior written consent of the State...other uses that do not prohibit or impair the operation of a solid waste landfill...”; and

WHEREAS, under the OSA the State granted to Casella the right “to take and use any landfill gas generated at the Landfill, all in accordance with applicable laws and regulations”; and

WHEREAS, Casella has assigned to its right to take and use any landfill gas generated at the Landfill to NEWSME Landfill Operations, LLC, a Maine limited liability company and a wholly-owned indirect subsidiary of Casella (“NEWSME”), to the extent necessary or desirable in order to enable NEWSME to enter into and perform its obligations under the LGRA (as hereinafter defined), as set forth in the Assignment Agreement, dated of near or even date herewith, between Casella and NEWSME; and

WHEREAS, under the OSA the State granted to Casella the right to collect and retain all revenue, income and other financial benefits generated by, at, or related to the operation of the Landfill during the term of the OSA; and

WHEREAS, NEWSME (as Casella's assignee) now wishes to exercise its right under the OSA to take and use the landfill gas ("LFG") generated at the Landfill and the parties wish to amend and clarify the OSA in order to enable NEWSME to do so as provided herein and in the other agreements and instruments referred to herein; and

WHEREAS, NEWSME proposes to enter into a Landfill Gas Rights Agreement for the Juniper Ridge Landfill in the form attached hereto as EXHIBIT A (the "LGRA"), with Archaea Holdings, LLC, a Delaware limited liability company doing business at 111 Conner Lane, Belle Vernon, PA 15012 ("Archaea") pursuant to which NEWSME will grant to Archaea, among other rights, "...the exclusive rights to all LFG collected by NEWSME from the Landfill, regardless of where or when created, and the same in any contiguous expansions thereof, and to all Environmental Attributes[,]" as the term is defined in the LGRA; and

WHEREAS, Casella has requested the State's consent to the execution and delivery of the LGRA by NEWSME pursuant to Section 3.1(a) of the OSA and to the Archaea landfill gas project being located at and operating at the Landfill pursuant to Sections 2.1.4 and 2.2(a) of the OSA; and

WHEREAS, the State recognizes that the use of recovered LFG is of environmental and economic benefit; and

WHEREAS, LFG will continue to be generated by the Landfill, and will need to be collected and managed, beyond the term of the OSA; and

WHEREAS, Casella acknowledges that the interests and obligations of the State as owner and co-licensee of the Landfill need to be recognized and addressed with regard to any contract or other arrangement for the location and operation of a LFG utilization project ("LFG Project") at the Landfill pursuant to the LGRA; and

WHEREAS, in order to enable the LFG Project to be financed and operated, and to protect the State's interests in the Landfill in the context of the operation of the LFG Project at the Landfill, the parties agree that it is necessary and desirable that the State and Archaea enter into an agreement with respect to the LFG Project, which shall address, among other matters, certain collateral access rights and the subordination of any State interests in certain machinery or equipment employed by Archaea in the operation of the LFG Project at the Landfill.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, the Parties agree as follows:

1. The State hereby consents, pursuant to Section 3.1(a) of the OSA, to the execution and delivery by NEWSME of the LGRA and, pursuant to Sections 2.1.4 and 2.2(a) of the OSA, to the location and operation of the LFG Project at the Landfill.

2. Concurrently with the execution of this Agreement and the LGRA, the State will enter into a License Agreement with Archaea in the form attached hereto as EXHIBIT B (the "Archaea License") to permit the construction of the LFG Project at the Landfill by Archaea or its agents and to grant access over and across the Landfill for the operation, service and maintenance by Archaea of the LFG Project for the Term of the OSA and thereafter for so long as Casella continues to provide closure and post-closure services at the Landfill.

3. Casella shall promptly notify the State of any material operating or regulatory compliance deficiencies relating to the LFG Project and applicable permits, rules and regulations, including but not limited to air emissions, noise levels related to or associated with the operation and maintenance of the LFG Project and/or relating to the OSA, of which Casella becomes aware, including those coming to NEWSME's attention pursuant to Section 4.4 of the LGRA. Casella agrees to promptly notify Archaea of the receipt by Casella of any notice of breach by Casella under the OSA given by the State, and to keep Archaea promptly informed of any further material actions or proceedings taken or initiated by the State in connection therewith.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the day and year first above written.

CASELLA WASTE SYSTEMS, INC.

Richard England  
Witness

By:

B. Oliver  
Name: Brian Oliver  
Title: Vice President

STATE OF MAINE, Department of  
Administrative and Financial Services,

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Name: Richard B. Thompson, Jr.  
Title: Deputy Commissioner

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the day and year first above written.

CASELLA WASTE SYSTEMS, INC.


\_\_\_\_\_  
Witness

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

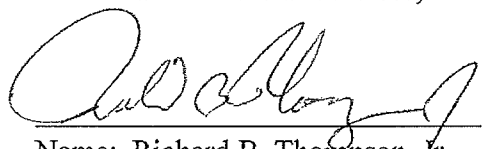
Name: Brian Oliver

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

STATE OF MAINE, Department of  
Administrative and Financial Services,

  
Witness

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

  
Name: Richard B. Thompson, Jr.

Title: Deputy Commissioner

## **EXHIBIT A**

### **LANDFILL GAS RIGHTS AGREEMENT FOR THE JUNIPER RIDGE LANDFILL**

This Agreement is entered into this 28<sup>th</sup> day of June, 2019 (the “Effective Date”), by and between NEWSME Landfill Operations, LLC, a Maine limited liability company, doing business at 110 Main Street, Suite 1308, Saco, ME 04072 (“NEWSME”) and Archaea Holdings, LLC, a Delaware limited liability company (“Archaea”);

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 NEWSME operates the Landfill under a long-term Operating Services Agreement, as amended, between NEWSME’s indirect parent, Casella Waste Systems, Inc. (“Casella”) and the State (“OSA”);

WHEREAS, the Landfill has an active landfill gas (“LFG”) collection, treatment and flaring system at the Landfill in compliance with applicable federal, state and local laws and regulations;

WHEREAS, pursuant to a partial assignment executed in its favor by Casella and subject to the terms of the OSA, NEWSME currently has all rights to all LFG created or existing at the Landfill, regardless of when created, and to all economic benefits and Environmental Attributes associated with the same, existing or to exist, and all necessary authority and ability to transfer, convey, and assign the same, and recognizes the use of recovered LFG is of environmental and economic benefit;

WHEREAS, Archaea has offered to install and operate, or arrange for the installation and operation of, a LFGTE Facility to accept, store, test, transport, and process treated LFG for the environmental benefits associated therewith, and to utilize its Environmental Attributes for the economic gain of NEWSME and Archaea, all in accordance with the terms and conditions of this Agreement; and,

WHEREAS, NEWSME desires to have Archaea, or its contractors, sub-contractors, partners, or affiliates, at Archaea’s election, construct, operate, modify, relocate, and remove, and Archaea own, the LFGTE Facility all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the parties as follows:

## **Section 1**

### **Definitions**

Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

1.1 Administrative Agent means the person or persons designated by NEWSME to act on behalf of NEWSME as the point of contact with Archaea. NEWSME may from time to time replace its Administrative Agent upon notice to Archaea.

1.2 Affiliate means, with respect to either party, any firm, partnership, joint venture, corporation, or other legally recognized entity, that controls or is controlled by, or is under common control with, such party, with the word “control” (and, correspondingly, “controlled by” and “under control with”), meaning (1) ownership of fifty percent (50%) or more of all the voting stock of any corporation, or fifty percent (50%) or more of all of the legal and equitable interest in any other business entity, or (2) the possession of the power to direct or cause the direction of the day-to-day management and policies.

1.3 Agreement means this LFG Rights Agreement for the Juniper Ridge Landfill between NEWSME and Archaea.

1.4 Beneficial End Use Product means any product derived from LFG that may include, but are not limited to: processed LFG, pipeline quality LFG, electric power, thermal energy, waste heat, steam, or CO<sub>2</sub>.

1.5 British Thermal Unit (BTU) means the quantity of heat necessary to raise the temperature of one pound of water one degree Fahrenheit, for example from 58.5 to degrees Fahrenheit, under standard pressure of 30 inches of mercury at or near its point of maximum density.

1.6 BTU per Cubic Foot means a measure of the heat available or released when one cubic foot of gas is burned. LFG has an expected value of 400 to 500 BTU per cubic foot.

1.7 Buyer means the party or parties to which Archaea will sell or otherwise convey, transact, or devise a Beneficial End Use Product or Environmental Attribute derived from or arising in connection with the recovery and/or processing of LFG.

1.8 Cameron H<sub>2</sub>S Treatment System means that system NEWSME has installed at the Landfill that is designed to treat the LFG and reduce the H<sub>2</sub>S concentration to 1,000 ppm and includes a method of LFG conveyance to deliver the LFG.

1.9 Commercial Operation Date (“COD”) means the date when the LFGTE Facility begins deliveries of a Beneficial End Use Product to a Buyer in compliance with all applicable laws, regulations, ordinances and permits, the OSA and this Agreement (“Commercial Operation”). The COD shall occur no later than two (2) years following the date of approval and granting to Archaea of the last permit required for construction and operation of the LFGTE Facility, and, in any event, no later than three (3) years following the Effective Date, unless agreed otherwise in writing by the parties.



1.10 Condensate means the liquid formed from the condensing of the vapors that occurs during the collection, transportation, and processing of LFG.

1.11 Day means a calendar day, unless explicitly designated a “business day” (in which case it shall mean a calendar day which is not a Saturday, Sunday, or federal holiday).

1.12 Delivery Point means the flange at the LFGTE Facility which is the point at which the LFG enters the LFGTE Facility.

1.13 Environmental Attributes means any and all existing and future legal and beneficial rights that are capable of being measured, verified, calculated or commoditized, arising from a reduction in emissions of Greenhouse Gases or other gases, whether generated, created or issued under a voluntary program or under a legislative, regulatory or governmental program or scheme of any kind, including any right, interest, credit (including economic development credits), entitlement, benefit, allowance, certificate or registrable right, voluntary or compulsory that may be issued, generated or created at any time during the Term, related to, arising from or in connection with Landfill Gas. An Environmental Attribute may include one or more of the following: avoided, reduced or offset NOx, SOx or Greenhouse Gas emissions, inclusive of carbon credits and carbon offsets, or as otherwise defined under an applicable program or Law, or as agreed between the Parties. Environmental Attributes also include all Renewable Energy Credits also commonly referred to as Renewable Energy Certificates or RECs, RINs, all Renewable Electricity Production Tax Credits commonly referred to as PTCs, all Certified Emission Reductions (CERs), and all tradable emission allowances or other entitlements or credits to produce emissions issued by a Governmental or quasi-Governmental Authority, and any other potential environmental credits associated with the destruction of LFG and/or the creation of Beneficial End Use Products; provided, however, that for purposes of this Agreement Environmental Attributes shall not include any Maine Department of Environmental Protection tax exemption certification for air or water pollution control facilities, or tax refunds related thereto, that may be issued to or in the name of NEWSME or its contractor.

1.14 Flare Station(s) means NEWSME’s equipment and appurtenances used to incinerate LFG. The Flare Station(s) are used to destroy LFG in conformance with applicable federal, state, and local rules and regulations, and to control odors.

1.15 Force Majeure means acts of God, such as winds, hurricanes, tornadoes, fires, epidemics, landslides, and floods; strikes; lock-outs; acts of public enemies; insurrections; explosions; a change in law or regulation not due to improper conduct of the party claiming Force Majeure or to any negligent or intentional act or omission of the party claiming Force Majeure; delay in receipt of any required Permit beyond the average time of receipt of Permits of that type as measured over the two (2) years immediately preceding the Effective Date (provided that in no event shall such a Force Majeure extend the three (3) year period set forth in the definition of Commercial Operation Date); or any cause or event not reasonably within the control of the party claiming Force Majeure, except for the financial inability of such party or market or operating conditions caused by factors other than any of the foregoing.

1.16 Heating Value means the amount of heat produced by the complete combustion of a unit quantity of fuel. The gross or higher heating value (“HHV”) is that which is obtained when all of the products of combustion are cooled to the temperature existing before combustion, the

water vapor formed during combustion is condensed, and all the necessary corrections have been made. The net or lower heating value ("LHV") is obtained by subtracting the latent heat of vaporization of the water vapor, formed by the combustion of the hydrogen in the fuel, from the gross or higher heating value. Unless otherwise stated, all BTU references in the Agreement will be on a HHV basis.

1.17 Landfill means the Juniper Ridge Landfill located at 2828 Bennoch Road, Old Town, Maine, as existing on the Effective Date and inclusive of any subsequent contiguous expansion or alteration thereof.

1.18 Landfill Property Line means the boundary of the Juniper Ridge Landfill as defined in the legal Landfill property description, or as the same may be contiguously expanded or altered from time to time subsequent to the Effective Date.

1.19 Landfill Gas (LFG) means any and all gases resulting from the decomposition of material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases. The unit of measurement of LFG delivered hereunder shall be one SCF as defined in Section 1.27.

1.20 LFG Management System means the network, owned and operated by NEWSME at the Landfill, of LFG recovery wells and interconnecting pipes together with attendant valves, LFG blower, flare(s), condensate and leachate collection and distribution system, condensate sumps and pumps, monitoring devices and other related equipment installed for the purpose of extracting, collecting, and transporting LFG to the LFGTE Facility.

1.21 LFGTE Facility means Archaea's building or enclosure, machinery, fixtures, and equipment required or convenient for the receipt, compression, processing, storage, testing, transportation, marketing, or delivery of the LFG or the conversion of the LFG to Beneficial End Use Products for sale to Buyers, regardless of whether owned, contracted for, or otherwise provided by Archaea. Such machinery, fixtures, and equipment may include, but are not limited to, LFG metering equipment and flowmeters, compression equipment, an oil and gas cooler, a condensate knockout tank, scrub areas, generating equipment, electric generation and related facilities, pipelines, and pipeline interconnection equipment, but does not include the LFG Management System, the Flare Station(s) or the Cameron H<sub>2</sub>S Treatment System.

1.22 LFGTE Facility Site means the site identified on Exhibit A attached hereto, or such other location at the Landfill mutually agreed to by NEWSME and Archaea from time to time and consented to in writing by the State, which consent shall not be unreasonably withheld, delayed or conditioned, subject in all cases to the receipt of all necessary permits, licenses and approvals, including but not limited to a minor revision of the JRL landfill license, an air license and site plan approval by the City of Old Town. No such change of location may occur without the agreement of NEWSME and Archaea and the written consent of the State.

1.23 Leachate means the liquid that has passed through or emerged from solid waste and may contain soluble, suspended, or miscible materials.

1.24 License shall mean that license to be issued by the State, which will provide for construction and operation of the LFGTE Facility at the LFGTE Facility Site by Archaea, its

contractors, sub-contractors, partners, affiliates, or agents and grant access over and across and through the Landfill for the operation, service, relocation, modification, removal, and maintenance by Archaea of the LFGTE Facility for the term of the OSA, or as may be otherwise agreed to in writing from time to time by NEWSME, Archaea and the State.

1.25 Permit(s) means all such permits, licenses, approvals, permissions and allowances which are to be secured by Archaea and which are necessary for construction of the LFGTE Facility.

1.26 Project Manager means the person or persons designated by Archaea to act on behalf of it as the point of contact with NEWSME. Archaea may from time to time replace its Project Manager upon notice to NEWSME.

1.27 SCF means the unit of measurement of LFG delivered hereunder, which shall be a standard cubic foot of LFG at a base temperature of sixty (60) degrees Fahrenheit and at an absolute pressure of 14.65 pounds per square inch and saturated water vapor. All fundamental constants, observations, records and procedures involved in determining the quantity of LFG delivered hereunder shall be in accordance with the standards prescribed by the American Gas Association, as now in effect and from time to time amended or supplemented.

1.28 SCFM means a standard cubic foot of LFG per minute.

1.29 Total Revenue means the sum of all revenues received by Archaea or its Affiliates from the sale of any Beneficial End Use Product or Environmental Attributes net of transmission losses, congestion, ISO ancillary charges, sales taxes, commissions paid to unaffiliated entities in connection with sales of Environmental Attribute, and wheeling costs. This shall include the sale of energy, capacity and Environmental Attributes.

## **Section 2**

### **Rights Granted to Archaea**

2.1 Subject to the other provisions of this Agreement, the OSA and the License, NEWSME has all requisite authority and ability to, and hereby grants to Archaea the exclusive rights to all LFG collected by NEWSME from the Landfill, regardless of where or when created or existing, and the same in any contiguous expansions thereof, and to all Environmental Attributes, currently existing or to exist, related to or arising or to arise from LFG collected at the Landfill, for the duration of this and any subsequent Term (with the sole exception of the LFG utilized by NEWSME for its maple sugaring activities consistent with past practice). Archaea has the right and license to connect, process, sell, test, market, convey, transport, store, destroy, beneficially use, and utilize the LFG that is collected by NEWSME at the Landfill and any contiguous expansion thereof (with the sole exception of the LFG utilized by NEWSME for its maple sugaring activities consistent with past practice). It shall be Archaea's responsibility to use commercially reasonable efforts to utilize all LFG made available by NEWSME for direct sale as fuel or conversion to a Beneficial End Use Product. Title to and risk of loss for the LFG shall pass to Archaea at the Delivery Point. Subject to the foregoing, Archaea shall have the exclusive right to claim, utilize, own, market, convey, hold, and sell any Environmental Attributes, existing or to exist, that may be associated with such LFG. In the event that LFG in excess of that required to operate the LFGTE Facility at its full design capacity becomes available ("excess LFG"), Archaea

shall notify NEWSME promptly in writing and NEWSME shall provide written notice to Archaea of its intent to utilize such excess LFG. Such notice shall include an expected timetable for NEWSME's utilization of excess LFG, which shall be no shorter than 6 months. Archaea shall have two months from the receipt of NEWSME's written notice to designate in writing to NEWSME its intent to utilize the excess LFG within a similar timetable as presented by NEWSME, and upon the receipt of same by NEWSME, Archaea shall have rights in such excess LFG on the terms and conditions previously set forth in this Paragraph. Notwithstanding the foregoing, Archaea and NEWSME understand, recognize and agree that should Archaea be unwilling or unable to commercially utilize all of the LFG made available to Archaea at the Delivery Point, NEWSME shall retain the right to commercially use such excess LFG for its commercial purposes. Additionally, should Archaea be unwilling or unable to produce any Beneficial End Use Product, NEWSME shall retain the right to produce such Beneficial End Use Product, provided no disruption to Archaea's LFGTE Facility operations or equipment, machinery, fixtures, rights, or benefits as contemplated herein results therefrom.

### **Section 3** **Obligations of NEWSME**

3.1 Subject to Section 2, NEWSME shall make available to Archaea all LFG collected from the Landfill, once it has been processed through the Cameron H2S Treatment System in accordance with the sulfur removal requirements of the Landfill's air permit and deliver the LFG to Archaea at the Delivery Point for use in the LFGTE Facility.

NEWSME and Archaea shall each take a minimum of 5 concurrent H2S measurements per week at the Delivery Point using Draeger tubes, or equivalent stain tubes, from the same manufacturer and using the tube manufacturer's recommended protocol for sampling. At its sole option and expense, Archaea may install continuous gas monitoring equipment that may also be used to measure H2S levels at the Delivery Point. Archaea and NEWSME shall communicate regularly to share results and reconcile any differences. All readings from both parties shall be entered into a spreadsheet regularly, so both parties can monitor the results and NEWSME can make timely adjustments to its treatment system. Subject to Section 8.3 hereof, NEWSME will exercise good faith, commercially reasonable efforts (at no additional expense to NEWSME beyond current costs to treat for environmental compliance) such that, throughout this and any subsequent Term, all LFG delivered to Archaea would be comprised of at least 43% methane and 2% or less oxygen, and to maintain H2S levels below 500 parts per million, subject to the functional capabilities of the LFG Management Systems, all as determined by inlet gas quality to the LFGTE Facility. In the event LFG delivered to Archaea is not comprised of at least 43% methane and 2% or less oxygen, with H2S levels below the permit level of one thousand (1,000) parts per million, measured on an average basis over a period of at least sixty (60) consecutive days and NEWSME is unable to cure such condition within one hundred eighty (180) days of receipt of written notice thereof, or any two hundred and forty (240) days aggregate in any twelve (12) month period (which, for the avoidance of doubt, shall not be subject to cure), and which, in Archaea's judgment, renders Archaea unable to obtain its anticipated benefits herein or to operate the LFGTE Facility in the most economically advantageous manner, Archaea may, at its discretion, terminate this Agreement and remove its property and the LFGTE Facility. In such event, NEWSME shall have no further liability to Archaea arising from its failure to achieve such LFG measurements as set forth in this paragraph.

3.2 Subject to the License and the OSA, NEWSME shall make available to Archaea, pursuant to the License, the designated area located within the Landfill Property, and such other areas as may be agreed by the parties, and consented to by the State, in writing from time to time, for Archaea to access, install, construct, operate, modify, relocate, remove and maintain the LFGTE Facility. If NEWSME and the State request that Archaea move the LFGTE Facility at any point during the term of this Agreement, Archaea will agree to do so, provided that NEWSME compensates Archaea for all costs incurred to move the LFGTE Facility to the new location, commence operation thereof at the new location, remediate and restore the location from which the LFGTE Facility was moved to the extent required by law, regulation, permit, or good industry practice, and for any lost profits, as reasonably calculated by Archaea subject to review by NEWSME. NEWSME shall exercise diligent, commercially reasonable efforts to hire and maintain at the Landfill from and after the commissioning date of the LFGTE Facility a well tuner who will be dedicated to well field operation and maintenance, including daily tuning adjustments and repairs as may be necessary to ensure compliance with environmental regulations, permits and licenses and, secondary to such compliance (as provided in Section 8.3), to maximize LFG quality with respect to the criteria set forth in this Agreement.

### 3.3 General Obligations and Cooperation by the Parties.

(a) NEWSME shall cooperate with Archaea during the construction, development, modification, relocation, removal, and operation of the LFGTE Facility. Except during emergency situations, NEWSME shall not interfere with Archaea's operation and maintenance of the LFGTE Facility and shall, with the use of all reasonable efforts, provide Archaea with sufficient notice of timing and anticipated duration of any work to be performed on the LFG Management System, prior to such work commencing, that may impact the LFGTE Facility to allow Archaea to properly protect its equipment from sudden shutdowns, notify its Buyers or other agencies of anticipated interruptions in the generation of power or production or delivery of Beneficial End Use Products, schedule its maintenance, or otherwise perform its duties and enjoy its benefits as the owner and operator of the LFGTE Facility. Subject to Section 4.4 hereof, NEWSME shall instruct its independent contractors, agents and employees to comply with its obligations under this Agreement. NEWSME understands that on-going comprehensive communication with Archaea is essential to its relationship with Archaea in the operation of the LFGTE Facility and will benefit NEWSME in its operation of the Landfill.

(b) Notwithstanding any of the provisions of this Agreement, including Section 3.3 (a), Archaea recognizes, understands and agrees that unfettered management, maintenance and operation of the LFG Management System by NEWSME is of paramount importance to NEWSME, and while NEWSME and Archaea will meet periodically to discuss operational issues pursuant to Section 4.4 hereof, and among those matters to be discussed at the request of Archaea is the LFG Management System, the parties hereto understand that the LFG Management System will be managed, maintained and operated as NEWSME deems appropriate in its absolute discretion, provided commercially reasonable efforts are used by NEWSME, its agents, independent contractors, and employees to avoid disruption to Archaea's operations contemplated herein.

3.4 NEWSME shall comply with applicable federal, state and local laws, rules, ordinances and regulations relating to or regulating the construction and operation of the Landfill except for said responsibilities of Archaea as established under this Agreement for which Archaea

shall be solely responsible (including with respect to legal compliance). To the extent possible, the parties shall assist and cooperate with one another in their respective compliance with applicable federal, state, and local laws, rules, ordinances, and regulations.

3.5 Permits. To the extent not applied for by the State as owner of the Landfill, Archaea shall prepare and file all necessary applications for the Permits and other permit applications and/or amendments to existing operating permits, with the approval and cooperation of NEWSME, and diligently prosecute the processing of such applications for the Permits and other permit applications for the purpose of obtaining all environmental and other permits which are required under applicable federal, state and local laws and regulations, or otherwise desirable, for the construction, installation, and operation of the LFGTE Facility. Archaea will fulfill its obligations pursuant to this Section 3.5 in a manner consistent with NEWSME's existing air permits, and NEWSME will provide Archaea with cooperation, assistance, and reasonable permissions in association therewith. NEWSME shall have a reasonable opportunity to review and provide edits to Permit applications relating to the LFGTE Facility prior to submittal as the primary regulatory contact for all applications, meetings, site visits, and correspondence. NEWSME will conduct its review of such materials as soon as reasonably possible and in no event shall NEWSME's review take longer than ten (10) business days from its receipt of any permit application from Archaea. In the event the sulfur removal requirements in the Landfill's air license are modified, as a result of the proposed installation of the LFGTE Facility as a new emission source, to require more sulfur removal than is required under the existing air license, NEWSME, in its sole discretion, may elect to terminate this Agreement provided it reimburses Archaea for its incurred development costs, including any equipment cancellation charges or any incurred costs to sell or otherwise redeploy equipment purchased for the LFGTE Facility that cannot be cancelled, and for such remediation and restoration to the LFGTE Facility site as required by law, regulation, permit, or good industry practice.

3.6 Property Taxes. Archaea shall be solely responsible for the payment of any and all real or personal property taxes assessed, due, owed or associated with the LFGTE Facility or the LFGTE Facility Site, or its operations on the LFGTE Facility Site, prorated or apportioned appropriately.

3.7 Information. As reasonably requested by Archaea, NEWSME shall allow Archaea, during normal business hours, to inspect any documents in its possession regarding LFG production from the Landfill, H<sub>2</sub>S levels, constituent composition of the LFG, the quantity, age, and type of refuse in the Landfill, tipping records, and such other non-proprietary and non-confidential information as is reasonably relevant to Archaea's rights and operation of the LFGTE Facility. NEWSME shall allow Archaea to inspect any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, notices of violation, complaints, environmental investigations, waste mix data, waste volume data, and any other available data relating to the Landfill and NEWSME's or Archaea's activities contemplated in this Agreement.

3.8 Good Faith. NEWSME shall perform its obligations hereunder in good faith and acting reasonably and shall reasonably cooperate with Archaea so that Archaea can meet its responsibilities and obligations under this Agreement and under any agreements with Buyers or other recipients of Beneficial End Use Products or Environmental Attributes, or with Archaea's partners, affiliates, contractors, sub-contractors, and / or partners.



## **Section 4**

### **Obligations of Archaea**

4.1 General Obligations and Cooperation of the Parties. Archaea shall obtain the prior approval of NEWSME (such approval not to be unreasonably withheld, conditioned, or delayed) of the design, placement and configuration of all equipment comprising the LFGTE Facility on the LFGTE Facility Site. As more fully provided in Section 4.4 hereof, Archaea shall not interfere with NEWSME's operation of the Landfill. Archaea shall provide NEWSME with sufficient notice of the timing and anticipated duration of any scheduled or unscheduled work for the construction or maintenance of the LFGTE Facility to allow NEWSME to properly protect its equipment from sudden shutdowns, schedule its maintenance, or otherwise perform its duties as the owner and operator of the LFG Management System and the Landfill.

4.2 LFGTE Facility. Archaea, its affiliates, partners, contractors, and / or sub-contractors shall engineer, design, install, construct, operate and maintain the LFGTE Facility as required for the delivery of Beneficial End Use Products and shall do so in accordance with federal, state, and local requirements and industry standards as well as applicable provisions of the OSA and this Agreement.

4.3 Commercial Operation. Archaea shall cause the LFGTE Facility to begin Commercial Operation by the COD, unless agreed otherwise by the parties in writing. NEWSME recognizes that certain items, such as the utility interconnect and issuance of permits, are or may be dependent on third parties whose actions may be outside the reasonable control of Archaea. If Archaea becomes aware that any such third party may impair its ability to reach Commercial Operation by the COD, then Archaea shall promptly notify NEWSME in writing of such circumstance and shall also provide: (i) identification of specific action or inaction causing such delay, (ii) estimated length of delay and its effect on the schedule of the project, (iii) plans to mitigate the effects of any delays, and (iv) any additional information which NEWSME may reasonably request. In the event that Archaea has submitted all required documentation for the utility interconnect and all Permits in a timely manner and has diligently pursued their issuance, and a third party whose actions or performance are outside the reasonable control of Archaea prevents or delays the release or issuance of these items, then the COD deadline will be extended to reflect the delay caused by that third party. However, should this delay extend 1 year beyond the original COD deadline, as defined in Section 1.9 herein, NEWSME retains the right to terminate the Agreement.

#### 4.4 Continuing Operations.

(a) Archaea shall operate the LFGTE Facility in accordance with applicable laws, Permits, rules and regulations and the OSA, and in a prudent manner consistent with industry standards. Archaea shall maintain the LFGTE Facility and all associated Archaea equipment in good working order throughout the term of this Agreement. Archaea shall maintain air emissions and noise levels resulting from its operation of the LFGTE Facility within applicable standards or permit requirements.

(b) Archaea understands that the Cameron H<sub>2</sub>S Treatment System will need to be shut down from time to time for maintenance. Archaea agrees, to the extent feasible and upon receiving sufficient advance notice from NEWSME of any such shutdown, to schedule all planned

shutdowns of the LFGTE Facility during the period of shutdowns of the Cameron H2S Treatment System.

(c) Archaea understands that on-going comprehensive communication with NEWSME and the State is essential to its relationship with NEWSME and the State in the operation of the Landfill. Archaea hereby agrees to provide to NEWSME and the State the following information, without limitation:

(i) Archaea shall provide NEWSME and the State with monthly LFGTE Facility operating reports reasonably satisfactory to NEWSME and the State.

(ii) Starting upon the execution of this Agreement, Archaea shall schedule and participate in consistent, periodic meetings with NEWSME ("Operating Meetings") to be held no less frequently than every three (3) months during the Term of this Agreement. The purpose of the Operating Meetings will be to discuss all issues affecting the construction or operation, as applicable, of the LFGTE Facility, the Landfill Management System, Landfill operations, scheduled and unscheduled maintenance matters, engine stack testing, and high voltage substation maintenance, and to plan for all activities to be undertaken by the parties in the three (3) months following each Operating Meeting.

(iii) Immediate notice of all permitting issues as they become actually known to Archaea, including issues affecting NEWSME directly, should Archaea's air permit be incorporated into NEWSME's air permit.

(iv) Immediate notice of all scheduled or unscheduled regulatory issues affecting the LFGTE Facility, or visits by regulators to the LFGTE Facility, including without limitation OSHA inspectors, as such issues or visits become actually known to Archaea.

(v) Monthly reports of all LFGTE Facility-related greenhouse gas information for NEWSME reporting.

(vi) Timely submission of all federal, state, and local government reports required to be filed in connection with the LFGTE Facility, including but not limited to Department of Energy forms 923 and 860.

(vii) Provide access to the LFGTE Facility upon reasonable written notice from NEWSME or the State for purposes of community relationships, official visits and regulatory inspections or confirmation of compliance with the terms of this Agreement, provided same does not unreasonably interfere with Archaea's operations.

Archaea understands that NEWSME's communication concerns are not limited to those matters specifically outlined in this Section 4.4 (c). It is the intent of the parties that communications will be routine, seamless, informative, complete, and delivered in a professional and responsible manner.

4.5 Archaea shall provide additional information to NEWSME as reasonably necessary for NEWSME to comply with the Landfill's Title V permit, or other regulatory reporting requirements, and shall report to NEWSME any actual knowledge of notice of violation from any regulatory body.



4.6 Good Faith. Archaea shall perform its obligations hereunder in good faith and acting reasonably and cooperate with NEWSME so that NEWSME can meet its responsibilities and obligations under this Agreement. Archaea shall comply with all laws and regulations applicable to the work being performed under this Agreement.

4.7 Site Security. The LFGTE Facility Site may be fenced, gated and locked. NEWSME shall be provided with emergency access to the LFGTE Facility Site, including all keys and passwords necessary for access. The fencing shall contain signage on each side, warning of any known or reasonably foreseeable safety hazards and providing telephone numbers for notification of emergency situations. Employees of NEWSME shall not be permitted on the LFGTE Facility Site, except in the event of an emergency or disaster or as provided in Section 4.4(c) hereof, unless accompanied by an authorized employee of Archaea.

4.8 Project Schedule. Archaea shall be responsible for developing and keeping current a project schedule for each of the elements of the LFGTE Facility development, construction and operation which shows the sequence of project development, permitting, design, construction, startup, commencement of operations, system testing, maintenance and commercial operations. NEWSME will be informed in writing of monthly progress and material changes in the schedule by Archaea.

4.9 Condensate; Solid Waste. Archaea is responsible for the collection and removal of condensate and any solid waste that is created as a direct result of Archaea's processing of LFG to generate electricity or produce Beneficial End Use Products in its LFGTE Facility in a manner consistent in all respects with NEWSME's operating permits. Archaea will ensure the proper handling and delivery of the condensate to NEWSME's existing on-site leachate collection system with a delivery pressure of 42TDH, and the delivery of such non-hazardous solid waste to NEWSME in accordance with NEWSME's instructions. Archaea will meter the condensate as it leaves the LFGTE Facility and will pay NEWSME its actual transportation and disposal costs for such condensate disposal, as such costs may vary from time to time. Should NEWSME be required to change its current treatment and disposal plans based solely on the nature of the condensate from the LFGTE Facility, such payments shall be adjusted to cover such additional NEWSME treatment and disposal costs, and Archaea shall fund any incremental costs related thereto to be expended to accommodate the LFGTE Facility to such changes. NEWSME shall have the right to collect and test condensate samples from the LFGTE Facility upon prior written notice to Archaea and in such a manner as to avoid disruption to Archaea's operations. Archaea will pay NEWSME the market rate (as it may vary from time to time) for the disposal of such non-hazardous solid waste. Notwithstanding the foregoing, should the condensate or solid waste from the LFGTE Facility be deemed hazardous or unacceptable by NEWSME's wastewater treatment facility or solid waste disposal facilities, as applicable, or if NEWSME's treatment facility, for condensate or its solid waste disposal facility, as applicable, is closed or has insufficient capacity, Archaea shall be responsible for the handling and treatment of such condensate or solid waste, as applicable.

## **Section 5**

### **Term**

5.1 Agreement Term. This Agreement shall become effective upon execution by both parties and have a term extending until the earlier of (a) June 28, 2034, or (b) the termination or expiration of the OSA, unless earlier terminated pursuant to Section 14 hereof. NEWSME will

endeavor to extend the Term to a period consistent with NEWSME's post closure Landfill obligations under the OSA. NEWSME and Archaea agree to negotiate in good faith with respect to the continuation of Archaea's operations on the Premises following the termination or expiration without renewal of the OSA and NEWSME shall use commercially reasonable efforts to ensure the same and on terms materially similar to those herein and as set forth in the License Agreement between the State of Maine, Department of Administrative and Financial Services, Bureau of General Services and Archaea.

## **Section 6**

### **Royalty Payments**

#### **6.1 Royalty Payments.**

In consideration of the rights granted to Archaea pursuant to this Agreement, Archaea agrees to pay to NEWSME the following amounts, on the following terms, throughout the Term ("Payments"):

A royalty payment equal to ten percent (10%) of Gross Revenues received by Archaea during each month arising directly from the operation of the LFGTE Facility, including without limitation from the sale of LFG or Environmental Attributes, (the "Single Site LFG Royalty Rate") to be paid on a monthly basis as provided for herein (the "LFG Royalty Payment"). Gross Revenues shall be calculated by Archaea according to GAAP and paid no later than the last day of each month following the month in which such revenues were received by Archaea. In the event that, with respect to any twelve (12) month period commencing on the COD or any anniversary thereof, other than due to Force Majeure or a breach by NEWSME of its obligations under this Agreement, the total payments made to NEWSME under this Section 6.1 plus any payments made to NEWSME during that period pursuant to Section 6.3 hereof are less than \$50,000, within thirty (30) days after the end of such twelve (12) month period Archaea shall pay such shortfall to NEWSME.

If and when the parties enter into any additional definitive and binding agreement for Archaea's or its Affiliate's exclusive development and operation of LFGTE facilities and/or related activities at one or more sites operated or controlled by NEWSME or any of its Affiliates on terms and conditions substantially similar to those herein, during this or any subsequent Term and while this Agreement is in effect, such site(s) being separate from and in addition to the Landfill, the LFG Royalty Rate described in the preceding paragraph shall increase to fifteen percent (15%) of Gross Revenues received by Archaea (or its Affiliates) during each month arising directly from the operation of LFGTE facilities on all sites on which any of them operates such facilities pursuant to such additional agreement(s) between the parties (the "Portfolio LFG Royalty Rate"). Archaea's payment to NEWSME of a Portfolio LFG Royalty Rate in lieu of a Single Site LFG Royalty Rate shall commence at the start of the monthly billing period immediately following the billing period in which any new and additional LFGTE facility commences operation in addition to the LFGTE Facility at issue in this Agreement.

If, after the commencement of payments by Archaea to NEWSME at the Portfolio LFG Royalty Rate, NEWSME elects to, is required to, or for any other reason does cease or materially diminish (other than due to Force Majeure or scheduled maintenance outages), for more than thirty (30) consecutive days, the operation by Archaea of LFGTE facilities at multiple sites, or if the same is

caused by any third party such that only one LFGTE facility covered by this Section 6.1 is then operating, regardless of whether the sole remaining site is the Landfill or another site, Archaea shall pay to NEWSME the Single Site LFG Royalty Rate for Gross Revenues derived in connection with that sole remaining site, such payments commencing at the start of the monthly billing period immediately following the billing period in which operation of LFGTE facilities on more than one site ceases or materially diminishes. Notwithstanding the foregoing, payments at the Portfolio LFG Royalty Rate shall resume immediately following the cure by NEWSME (or its Affiliates) of the conditions or circumstances that led to the cessation of such rate under this paragraph.

It is expressly understood and agreed that there shall be no LFG Royalty Payment or any other compensation or payment due in connection with any Landfill Gas flared and/or destroyed.

In addition to royalty payments hereunder, Archaea shall reimburse NEWSME on a monthly basis for the compensation and benefits paid by NEWSME for the well tuner hired pursuant to Section 3.2 hereof, up to a maximum of \$5,000 per month (subject to escalation annually to reflect the increase in the Consumer Price Index for All Urban Consumers, Boston-Brockton-Nashua, MA-NH-ME-CT All Items published by the U.S. Bureau of Labor Statistics (or a reasonable substitute index if such index ceases to be published)).

6.2 **Payment Due Date.** All monies are due to NEWSME on a monthly basis and shall be payable along with documentation reasonably acceptable to NEWSME with respect to the actual Total Revenue on which such payment is based. Payment shall be due within thirty (30) days of the end of each month. Interest shall accrue on past due amounts at a rate of one percent (1%) per month, and NEWSME shall be entitled to recover from Archaea its reasonable costs of collection.

6.3 **Tax Credit.** If the LFGTE Facility qualifies for federal Tax Credits, Archaea will share 50% of the credit amount with NEWSME. Payment for Tax Credits will be made annually, within thirty (30) days of the IRS determination for the annual Tax Credit value. For example, if the LFGTE Facility qualifies for the Production Tax Credits, and the value is \$11.00/MWh, then Archaea will pay NEWSME \$5.50/MWh for each MWh that is qualified during the term that the LFGTE Facility qualifies for the Tax Credit, net of reasonable third-party commissions, any sales taxes, and other direct out-of-pocket costs of sale of any such Tax Credits.

## **Section 7 Financing**

7.1 NEWSME acknowledges that Archaea may, at its sole option, secure financing for some or all of the machinery or equipment owned by Archaea and that Archaea requires to perform under this Agreement and hereby consents to any encumbrance or lien on such machinery, equipment or fixtures that make up the LFGTE Facility listed on Exhibit B hereto, or such other machinery, equipment, or fixtures provided by Archaea (together with any replacements thereof or additions thereto, of which Archaea will provide NEWSME prompt written notice) (the "Archaea Equipment") and hereby consents to a collateral assignment by Archaea of the Archaea Equipment and its rights under this Agreement as required from time to time by any such financing.

7.2 Archaea acknowledges that NEWSME may, at its sole option, secure financing for some or all of the machinery or equipment owned by NEWSME at the Landfill, including the LFG Management System and the Cameron H2S System. Archaea hereby consents to any encumbrance or lien thereon and hereby consents to a collateral assignment by NEWSME of its assets and its rights under this Agreement as required from time to time by any such financing.

## **Section 8 General Obligations**

8.1 **Interests Not Transferred.** All materials, minerals, water, natural gas, and other interests existing in, on, or under the Landfill (including, but not limited to, the refuse, cell liners, leachate, condensate, and waste spoilage removed from Landfill during construction of LFG Management System and cover), exclusive of those specifically contemplated herein, are not being transferred to Archaea under this Agreement.

8.2 **Independent Contractor.** In the performance of any activities pursuant to this Agreement, Archaea will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of NEWSME. Archaea shall be solely responsible for the means, methods, sequences, and procedures utilized by Archaea. None of Archaea's employees, officers, agents, or any other individual directed to act on behalf of Archaea for any act related to the Agreement shall represent, act on behalf of, purport to act on behalf of, or be deemed to be the agent, representative, employee or servant of NEWSME.

8.3 **Gas Migration and Emissions.** Archaea and NEWSME acknowledge that the primary objective of the LFG Management System is and will continue to be to control LFG migration, emissions and odors, in order to meet all federal, state and local regulatory requirements, prevent nuisances, and the requirements of existing and future Landfill permits. Archaea shall operate the LFGTE Facility in a manner that is conducive to this primary objective. The delivery of LFG to the LFGTE Facility is of importance to the parties, but secondary to this primary objective.

8.4 **Non-Waiver.** The failure of either party to exercise any right under this Agreement in a particular instance shall not be considered a waiver of such right in the event of any subsequent or further default or noncompliance. No action taken by either NEWSME or Archaea after the effective date or the termination of this Agreement pursuant to Section 14 in accepting one or more payments from the other, or undertaking any other activity which would have been authorized under this Agreement but for its termination, shall be construed as meaning that this Agreement has not been terminated or as a waiver of the termination, except than acceptance of payment in full of amounts owed, together with applicable interest, shall discharge the paying Party from liability therefor.

## **Section 9 Indemnification**

9.1 **By Archaea.** To the fullest extent permitted by any and all applicable laws and regulations, subject to the provisions of Section 10, Archaea shall indemnify, defend and hold harmless NEWSME, and its respective affiliates, parents, subsidiaries, partners, officers, directors,

employees, and representatives of all or any of NEWSME, its affiliates, parents and subsidiaries (“NEWSME Indemnitees”), and the State, and its employees, agents and representatives (including the State, the “State Indemnitees”), from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character, including attorney’s fees and expenses, for injury or death of persons or physical loss of or damage to property of Persons (including Archaea’s employees or agents), other than NEWSME to the extent arising directly from Archaea’s (including its employees or agents) negligence or willful misconduct in connection with the performance of this Agreement. Archaea shall also indemnify, defend and hold harmless NEWSME and its respective partners, officers, directors, employees, and representatives, and the State Indemnitees from and against any and all regulatory penalties or fines and reasonable expenses (including attorneys’ fees and expenses) to the extent arising from Archaea’s violation of any law, regulation, code, judgment, order, permit, license or government approval. Archaea will not be liable under this clause to any NEWSME Indemnitees for damages arising out of injury, death, physical loss or damage to the extent caused by or resulting from the negligence of any NEWSME Indemnitee. Archaea will not be liable under this clause to any State Indemnitees for damages arising out of injury, death, physical loss or damage to the extent caused by or resulting from the negligence of any State Indemnitee.

9.2 By NEWSME. To the fullest extent permitted by any and all applicable laws and regulations, subject to the provisions of Section 10, NEWSME shall indemnify, defend and hold harmless Archaea, and the affiliates, parents, subsidiaries, partners, officers, directors, employees, and representatives and employees of all or any of its affiliates, parents and subsidiaries (“Archaea Indemnitees”), and the State Indemnitees, from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character, including attorney’s fees and expenses, for injury or death of persons or physical loss of or damage to property of Persons (including NEWSME’s employees or agents or any State Indemnitee), other than Archaea arising from NEWSME’s (including its employees or agents) negligence or willful misconduct in connection with the performance of this Agreement. NEWSME shall also indemnify, defend and hold harmless Archaea and its respective partners, officers, directors, employees, and representatives and the State Indemnitees, from and against any and all regulatory penalties or fines and expenses (including attorneys’ fees and expenses) to the extent arising from NEWSME’s violation of any law, regulation, code, judgment, order, permit, license or government approval. NEWSME will not be liable under this clause to any Archaea Indemnitees for damages arising out of injury, death, physical loss or damage to the extent caused by or resulting from the negligence of any Archaea Indemnitee. NEWSME will not be liable under this clause to any State Indemnitees for damages arising out of injury, death, physical loss or damage to the extent caused by or resulting from the negligence of any State Indemnitee.

## **Section 10**

### **Liabilities of the Parties**

10.1 Limitations of Liability. Notwithstanding any provision in this Agreement to the contrary, neither party nor any of their respective partners, officers, directors, agents, contractors, subcontractors, vendors, subsidiaries, shareholders, owners, managers, parent entities, or employees shall be liable hereunder for consequential or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill, or any other special or incidental damages. The parties further agree that to the fullest extent permitted by any and all applicable laws and regulations, this

limitation of liability shall survive termination or expiration of this Agreement, and shall apply at all times, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the partners, principals, directors, officers and employees, agents and related or affiliate entities of such party, and their partners, principals, directors, officers and employees.

10.2 NO WARRANTIES OR GUARANTEES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING ANY EXHIBIT, SCHEDULE, OR ATTACHMENT HERETO, OR IN ANY MATERIAL EXPRESSLY INCORPORATED BY REFERENCE HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OR GUARANTEES TO THE OTHER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES DISCLAIM AND WAIVE ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **Section 11**

### **Insurance**

11.1 Both NEWSME and Archaea, at their sole cost and expense, shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below naming the other party and, in the case of general liability and automobile coverages, the State as additional insureds on the policy and require each of its subcontractors to provide similar applicable coverage. NEWSME or Archaea shall obtain environmental liability insurance with respect to the activities contemplated by this Agreement, and shall cause the State to be named as an additional insured on such policy. The policies of insurance shall be primary and written on forms reasonably accepted in the industry and placed with insurance carriers approved and licensed and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." Such general liability and automobile policies may not be cancelled or materially modified without the written consent of the State. No changes are to be made to these specifications without prior written specific approval by the Parties.

(a) Workers' Compensation. At all times during the terms of this Agreement, NEWSME and Archaea will maintain in effect workers' compensation insurance on behalf of their employees who are to provide a service under this Agreement, as required by the laws of the state of Maine.

(b) Commercial General Liability. Commercial General Liability Coverage, including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$10,000,000 each occurrence, (umbrella coverage included), covering all work performed under this Agreement. NEWSME and Archaea will acquire a waiver of subrogation in favor of one another and the State in their respective coverage.

(c) Business Automobile Liability: Business Automobile Liability insurance at a limit of liability not less than \$1,000,000 each accident covering all work performed under this Agreement. The policy shall include liability coverage for Owned, Non-Owned & Hired automobiles. In the event Archaea or NEWSME do not own automobiles, coverage will be

maintained for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

(d) **Contractors Pollution Liability.** Contractors Pollution Liability coverage, with limits of not less than \$5,000,000 each occurrence.

(e) **Property Insurance.** Archaea shall maintain replacement cost insurance for any and all buildings and equipment installed by it at the LFGTE Site.

(f) **Environmental Liability.** Reasonably acceptable to the State (and, in the case of such coverage maintained by Archaea, to NEWSME).

11.2 **Responsibility if a Loss Occurs.** Archaea will be responsible for the replacement or repair of any part of the LFGTE Facility damaged, except to the extent damaged by the act or omission of NEWSME or the State or their agents, invitees, representatives, employees, contractors, sub-contractors, partners, or affiliates, excluding Archaea, and agrees to do so in the most commercially reasonable and expeditious manner if there is a loss.

11.3 Each Party shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors. The Parties shall retain the right to review, at any time, coverage, form, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit either Party's liability nor to fulfill the indemnification provisions and requirements of this Agreement. Each Party shall be solely responsible for payment of all premiums for its insurance coverages required under this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject. Notices of accidents and notices of claims associated with work being performed under this Agreement shall be provided to the other Party as soon as practicable after notice to the insured.

## **Section 12**

### **Removal and Restoration**

12.1 **Ownership of Equipment.** The LFGTE Facility and related equipment, machinery, and fixtures, regardless of where, how, or for how long situated, shall remain the personal property and/or responsibility of Archaea except as otherwise provided in this Agreement. The LFG Management System and the Cameron H2S Treatment System and related equipment shall remain the personal property and/or responsibility of NEWSME except as otherwise provided in this Agreement.

12.2 **Upon Expiration or Termination of Agreement.** Upon the expiration or termination of this Agreement, Archaea shall at its sole expense, unless otherwise directed or agreed upon by NEWSME, remove all equipment from the LFGTE Facility within one year of expiration or termination, unless such deadline shall be extended by the Parties to a mutually agreeable date by written agreement. Archaea shall be responsible for all environmental remediation required as a direct result of the LFGTE Facility operations. NEWSME shall provide a base line environmental assessment, subject to Archaea's review, of the LFGTE Facility Site that establishes the existing conditions prior to the construction of the LFGTE Facility. Notwithstanding the foregoing or the provisions of Section 12.1, any capital improvements to or at the Landfill, including without limitation any capital improvements made by Archaea, shall be and remain the property of the



State without any compensation to NEWSME or Archaea. The parties agree and acknowledge that the Archaea Equipment, machinery, and fixtures do not constitute capital improvements.

12.3 Nothing in this Agreement or other documents shall be construed to create an obligation on NEWSME to buy any portions of the LFGTE Facility. Should Archaea fail to remove its equipment as required under Section 12.2, such property shall be deemed abandoned and (subject to Section 12.2) shall become the property of NEWSME. Should NEWSME or the State incur cost associated with the removal of abandoned equipment and/or site restoration associated with such abandonment, Archaea shall be liable for such cost. This liability shall expire twelve (12) months after the abandonment if NEWSME or the State has not notified Archaea in writing that site clean up has been completed or is underway, including the actual or estimated cost of such clean up.

### **Section 13**

#### **Force Majeure**

If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of and to the extent of such inability, provided that:

(a) The non-performing party, as immediately as possible, but no later than two (2) business days after the occurrence of the cause of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; and

(b) The suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; and

(c) No obligations of either party which arose prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and

(d) The non-performing party endeavors to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

Neither party shall be required to settle strikes, lockouts, or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its reasonable judgment, not in its best interest.

Should a Force Majeure event other than arising from permit approval periods extend for a period of six (6) months, either party shall have the right to terminate this Agreement.

### **Section 14**

#### **Termination**

14.1 Archaea's Default. The failure of Archaea to materially comply with any provision of this Agreement shall place Archaea in default. Prior to terminating the Agreement, NEWSME shall notify Archaea in writing of the default and shall make specific reference to the provision which gave rise to the default. NEWSME shall provide Archaea ten (10) business days from the date such Notification is received by Archaea to propose a written remedy and schedule (provided,



however, that a default involving a failure by Archaea to timely make a payment due hereunder shall not be subject to this sentence, and shall constitute a default entitling NEWSME to terminate this Agreement, and pursue its available remedies if not cured within ten (10) days of Archaea's receipt of written notice to Archaea of the same). NEWSME shall have the right to approve such remedy and schedule; such approval shall not be unreasonably withheld, delayed, or conditioned. If NEWSME disapproves of Archaea's proposed remedy and schedule, NEWSME may direct a reasonable alternative remedy and schedule. Any uncured default by Archaea under this Section 14.1 or Section 14.2 shall entitle NEWSME to terminate this Agreement.

14.2 Events of Archaea Default. Events of default by Archaea that are not substantially remedied as provided for above, warranting termination by NEWSME shall include, but are not limited to, one or more of the following:

(a) The filing by or against Archaea of a petition in bankruptcy which, in the case of a filing against Archaea, is not stayed or dismissed within forty-five (45) days, or the complete cessation of the business operations of Archaea;

(b) Failure by Archaea to make timely payment of any funds due NEWSME pursuant to Section 6, Payment;

(c) Failure by Archaea to maintain the LFGTE Facility in reasonably good working order throughout the term of this Agreement as provided herein;

(d) Failure to operate the LFGTE Facility as required in this Agreement, including without limitation a failure to maintain material compliance with environmental regulations and noise limitation and odor control requirements;

(e) Failure to pay for any damages appropriately assessed and due from Archaea, unless grounds exist to contest the validity or amount of same in good faith; or

(f) Failure to timely achieve the COD, as defined in Section 1.9 herein.

14.3 NEWSME's Default. The failure of NEWSME to comply with any provision of this Agreement, or the commencement by or against NEWSME of bankruptcy proceedings (which, in the case of proceedings initiated against NEWSME, are not stayed or dismissed within forty-five (45) days), shall place NEWSME in default. Prior to terminating the Agreement, Archaea shall notify NEWSME in writing making specific reference to the provision which gave rise to the default. Archaea shall provide NEWSME ten (10) business days to propose a written remedy and schedule which shall set forth the specific timeframe for curing default. In the event of a default which results in termination by Archaea, Archaea may remove, without the consent of the State, the Archaea Equipment, at NEWSME's sole cost and expense, but may not remove any capital improvements made by Archaea, which capital improvements shall be and remain the property of the State without any compensation to NEWSME or Archaea. Notwithstanding and without waiving the foregoing, Archaea shall notify NEWSME and the State prior to the removal of the Archaea Equipment. Such removal shall be conducted in a manner reasonably acceptable to NEWSME and the State, such acceptance not to be unreasonably withheld, conditioned, or delayed, and undertaken in a manner that does not unreasonably interfere with the operation of the Landfill. In the event of the LFGTE Facility's removal by reason of NEWSME's default

hereunder, NEWSME shall bear the reasonable cost of LFGTE Facility site remediation and restoration.

## **Section 15**

### **Representations and Warranties**

15.1 Representations and Warranties of NEWSME. NEWSME hereby represents and warrants to Archaea, as of the date of execution of this Agreement, that:

(a) NEWSME is a duly organized, validly existing limited liability company in good standing under the laws of the State of Maine and has all requisite limited liability company power to own its properties and to carry on the business that is now being conducted, to execute and deliver this Agreement and to engage in the transactions contemplated in this Agreement.

(b) NEWSME has not entered into any other agreements with respect to the LFG or the rights conveyed to Archaea under this Agreement or with respect to any of the other rights conveyed to Archaea pursuant to this Agreement that could conflict with its obligations under this Agreement; Archaea shall receive the LFG free and clear of any liens or encumbrances.

(c) NEWSME holds the rights to the LFG necessary in order for it to perform its obligations hereunder.

(d) The execution and delivery of this Agreement and related documents have been duly authorized, and constitute legal, valid, and binding obligations of NEWSME which are enforceable in accordance with their terms and do not violate any law, rule or regulation.

15.2 Representations and Warranties of Archaea. Archaea hereby represents and warrants to NEWSME, as of the date of execution of this Agreement, that

(a) Archaea is a duly organized, validly existing entity in good standing under the laws of the State of Delaware and has all requisite corporate power to own its properties and to carry on the business that is now being conducted, to execute and deliver this Agreement and to engage in the transactions contemplated in this Agreement.

(b) The execution, delivery and performance by Archaea of this Agreement are within the corporate powers of Archaea, have been duly authorized by all necessary corporate action on the part of Archaea, and do not violate any law, rule or regulation, or the terms of the articles of incorporation or bylaws of Archaea.

## **Section 16**

### **Assignment**

NEWSME and Archaea shall bind themselves and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Neither party hereto may sell, assign or transfer this Agreement or any interest it may have hereunder to anyone other than an Affiliate of such party, or in connection with the sale of all or substantially all of the assets of a party, or in connection with securing financing from third parties, without prior written

approval of the other party and the State, such approval to be not unreasonably withheld, delayed or conditioned, and provided that (except in connection with a collateral assignment to third parties in connection with secured finances) any such assignment shall not unduly interfere with the rights of the non-assigning party hereunder or the rights of the State, and further provided that (except in connection with a collateral assignment to third parties in connection with secured finances) such assignee agrees to be bound by the terms of this Agreement to the same extent as assignor. In no event will assignment relieve the assignor of its obligations hereunder. Notwithstanding the foregoing, without the consent of Archaea, upon termination of the OSA (other than upon expiration of the term of the OSA or the termination of the OSA as a consequence of the breach thereof by the State), NEWSME may assign to the State all of its rights under this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of NEWSME or Archaea, nor shall it be construed as giving any right or benefit hereunder to anyone other than NEWSME or Archaea.

## **Section 17**

### **Notices**

Any notice to be given under this Agreement shall be in writing and shall be deemed to have been properly given and received (i) when delivered in person to the authorized representative of the party to whom the notice is addressed, or (ii) on the date received as indicated on the prepaid certified or registered receipt when sent by prepaid mail, return receipt requested, to the party to be notified at the address indicated as follows:

To Archaea:

Nicholas Stork  
111 Conner Lane  
Belle Vernon, Pennsylvania 15012

To NEWSME:

NEWSME  
110 Main Street, Suite 1308  
Saco, ME 04072  
Attn: Vice President

With a copy to:

Casella Waste Systems, Inc.  
25 Greens Hill Lane Rutland, VT 05701  
Attn: General Counsel

Either party may change such representative or address under this Agreement by providing written notice to the other party.

## **Section 18**

### **Miscellaneous**

18.1 Archaea covenants that it presently has no interest and shall not acquire an interest, direct or indirect, which shall conflict with the performances or services required to be performed under this Agreement. Archaea further covenants that in the performance of this Agreement, Archaea shall employ no person having any such interest.

18.2 Archaea shall comply with all federal, state and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

18.3 Severability. If any of the provisions contained in this Agreement is held for any reason to be invalid, illegal, or unenforceable, such a holding shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18.4 Modifications or Amendments. No modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herein.

18.5 Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

18.6 Disclaimer of Joint Venture. Partnership and Agency. This Agreement shall not be interpreted or construed as creating an association, joint venture or partnership between NEWSME and Archaea or to impose any partnership obligation or liability upon such parties. Neither NEWSME nor Archaea shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another party.

18.7 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maine. Venue shall be in Penobscot County, Maine. The parties hereby waive any and all right to a jury trial in any litigation connected to this Agreement.

18.8 Amendment to Agreement. NEWSME and Archaea agree that this Agreement and any exhibit or attachment hereto, or material incorporated by reference herein, set forth the entire agreement between the parties with respect to the subject matter hereof, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written amendment executed by the parties hereto.

18.9 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

18.10 Remedies Not Exclusive. The remedies in this Agreement are not exclusive and supplement any other remedies provided at law or in equity.

18.11 Third Party Rights, the parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party, except for those rights granted herein to the State.

*[Signature page follows]*

EXECUTION VERSION

In Witness Whereof, the parties hereto have made and executed this Agreement on the day and year first written above.

ARCHAEA HOLDINGS, LLC ("Archaea")

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

NEWSME LANDFILL OPERATIONS, LLC  
("NEWSME")

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

## **EXHIBIT B**

### **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the “License”), with an effective date of June 28, 2019 (the “Effective Date”), is by and between State of Maine, Department of Administrative and Financial Services, Bureau of General Services, (the “Grantor” or the “State”), and Archaea Holdings, LLC, a Delaware limited liability company (the “Grantee”).

WHEREAS, the Grantor is the owner of the Juniper Ridge Landfill (the “Landfill” or “Premises”) located in Old Town, Maine which is more fully described in an Operating Services Agreement (the “OSA”), including Exhibit A thereto, dated as of February 5, 2004, as amended by the First Amendment dated July 28, 2006, the Second Amendment dated November 2, 2006, and the Third Amendment dated December 21, 2015 by and between Grantor and Casella Waste Systems, Inc. (“Casella”); and

WHEREAS, pursuant to the OSA, Casella operates the Landfill; and

WHEREAS, the Landfill produces landfill gas, and Casella has constructed and installed, and currently operates and maintains, a collection, treatment and flaring system at the Landfill for landfill gas (the “LFG Management System”); and

WHEREAS, NEWSME Landfill Operations, LLC (an indirect wholly-owned subsidiary of Casella and assignee of Casella’s rights under the OSA to landfill gas generated at the Landfill) and Grantee have entered into a Landfill Gas Rights Agreement dated as of June 28, 2019, (the “LGRA”), pursuant to which Grantee has agreed to construct, own, modify, relocate, remove, and operate at the Landfill a landfill gas utilization facility (the “LFGTE Facility”) to accept and store, test, transport, process, sell, convey, trade, or otherwise make beneficial use of treated landfill gas and to obtain the Environmental Attributes associated therewith, including carbon credits, renewable energy credits, and other beneficial end use products, as described and on the terms set forth in the LGRA, including electric power and thermal energy; and

WHEREAS, Grantee wants to obtain a license to use a portion of the Premises for the building and equipment comprising the LFGTE Facility and for the ability to access, install, construct, operate, service, maintain, relocate, modify, and remove the LFGTE Facility and to provide certain other services to Casella, all on the terms and conditions set forth in the LGRA; and

WHEREAS, the Grantor is willing to enter into a license with Grantee to permit Grantee to use a portion of the Landfill for the LFGTE Facility under certain terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. LICENSE. As of the Effective Date, Grantor hereby grants to Grantee the following rights for the Term (as defined below) and any subsequent renewal thereof, subject to and in accordance with the terms, conditions and restrictions set forth herein (collectively, the “License Rights”):

1.1. The right, at no cost to the Grantor, (exercisable by Grantee and its successors, permitted assignees, contractors, sub-contractors, affiliates, partners, employees, and agents) to construct, install, operate, service, modify, remove, relocate, and maintain the LFGTE Facility on the location within the premises indicated on Exhibit A, attached hereto and made a part hereof, or such other location at the Landfill mutually consented to in writing by Casella and Grantor (the “Premises”), which consent shall not be unreasonably withheld, delayed or conditioned, subject in all cases to the receipt of all necessary permits, licenses and approvals, including, but not limited to, a minor revision of the Landfill license, an air license, and site plan approval by the City of Old Town; and to have access to the Premises otherwise to the extent reasonably necessary or convenient in order for Grantee to perform its obligations and to exercise the rights granted to it under the LGRA, such access to be on a twenty-four (24) hours per day, seven (7) days per week basis. No change in the location of the LFGTE Facility may occur without the written agreement of the Grantor and Casella. Grantor shall work in good faith with Grantee to obtain permits, licenses, and approvals; all costs to be paid by Grantee.

1.2. The right (exercisable by Grantee and its successors, permitted assignees, contractors, sub-contractors, affiliates, partners, employees, and agents), in connection with the exercise of the rights set forth in paragraph 1.1, to access by pedestrian and vehicular means the Premises over, across, and through all existing roads, travel ways, and walkways at the Premises as the same may be modified or relocated during this or any subsequent Term, and including the right to access the LFGTE Facility through other portions of the Premises, as may be agreed to from time to time by Casella and the State, or as necessary or convenient to gain access to the LFGTE Facility for the purposes set forth herein or as necessary or convenient to Grantee’s rights and obligations in the LGRA.

2. TERM. The term of this License Agreement (the “Term”) shall commence on the Effective Date, and shall automatically expire upon the earlier of (a) the termination of the LGRA; (b) a breach by Grantee of this License which is not cured by Grantee within thirty (30) days after receipt by Grantee of written notice thereof (provided, however, that in the event of a breach which, by its nature, will require greater than thirty (30) days to cure, Grantee and the parties may extend the period allowed for cure of such breach to a mutually agreeable date by written agreement); or (c) the termination of the OSA and the completion of the post-closure period contemplated by the OSA (the “Termination Date”). Grantor agrees to provide Grantee with prompt written notice of any action taken by Grantor or Casella to terminate the OSA. Grantor and Grantee agree to negotiate in good faith with respect to the continuation of Grantee’s operations on the Premises following the termination or expiration without renewal of the OSA on terms materially similar to those herein and as set forth in the Landfill Gas Rights Agreement between NEWSME Landfill Operations, LLC and Grantee, subject, however, to a determination by Grantor that Grantee is in full compliance with all the conditions attendant to the granting of this License, Grantor further agrees that, in the event of the termination or expiration without renewal of the OSA, Grantee shall have a right of first refusal regarding any LFGTE project located at the Landfill for a period of five (5) years subsequent to such termination or expiration without renewal.



### 3. REMOVAL AND RESTORATION.

3.1. Ownership of Equipment. The machinery or equipment employed by Grantee in the operation of the LFGTE Facility, the LFGTE Facility itself, and all machinery, equipment, or fixtures purchased or provided by Grantee throughout this Term and any subsequent renewal thereof, regardless of where, how, or for how long situated, shall remain the personal property and/or responsibility of Grantee. For the purposes of this License Agreement, the term "Equipment" shall mean the machinery and equipment listed in Exhibit B attached hereto and made a part hereof (together with any replacements thereof or additions thereto, as may be agreed to in writing by the parties from time to time, the agreement of the State not to be unreasonably withheld, delayed or conditioned, or as required for the operation of the LFGTE Facility).

3.2. Upon Expiration or Termination of Agreement. Upon the expiration or termination of this License Agreement, Grantee shall at its sole expense, unless otherwise directed or agreed upon in writing by the State and Casella, remove all Equipment from the LFGTE Facility site within one year of expiration without renewal or termination, provided such deadline may be extended by the Parties by mutual consent via written agreement, and restore the Premises to their original condition or as otherwise may be agreed to in writing by Grantee and Casella, provided that Grantee shall not be responsible for the restoration or remediation of conditions or site changes of any description occurring naturally or caused by any person or entity other than Grantee or its agents. Grantee shall be responsible for all environmental remediation required as a result of the LFGTE Facility operations, and shall indemnify and hold the State and Casella harmless for any environmental violations and cost of remediation arising from the same. Notwithstanding the foregoing, or the provisions of Section 3.1, any capital improvements to or at the Landfill made by Grantee, excluding the LFGTE Facility, shall be and remain the property of the State without any compensation to Grantee, and the State shall accept such capital improvements "AS IS," "WITH ALL FAULTS," and without warranty or representation of any kind. The State and Grantee agree and acknowledge that the Equipment identified in Exhibit B (together with any replacements thereof or additions thereto, as may be agreed to in writing by the parties from time to time, the agreement of the State not to be unreasonably withheld, delayed or conditioned, or as required for the operation of the LFGTE Facility) does not constitute capital improvements and that the items identified on Exhibit C shall be deemed to constitute capital improvements. Grantee will promptly notify the State of the specific details of the items listed on Exhibit B (make, model, serial number) as they become known to Grantee.

3.3. In the event the Grantee fails to remove its Equipment as required under this Section 3, such Equipment shall be deemed abandoned and shall become the property of the State, "AS IS," "WITH ALL FAULTS," and without warranty or representation of any kind. Should the State and/or Casella incur costs associated with the removal of the abandoned Equipment, and/or site restoration associated with such abandonment, the Grantee shall be liable for such costs as are actually paid.

### 4. CONDITIONS. The grant of this License is subject to the following:

4.1. Grantee shall not cause or permit the filing of any contractors' or mechanics' liens against the Premises (or any assets of Casella or its affiliates) in connection with the exercise of any of the License Rights. In the event any such lien is filed, Grantee agrees to

arrange for discharge of the lien within thirty (30) days of the date the lien is filed, unless grounds exist for contesting the validity or enforceability of any such lien(s) and Grantee provides Grantor with reasonable financial assurance, not including a bond, with respect to the removal or discharge of such lien(s).

4.2. The exercise of the License Rights granted herein by the Grantee, or its successors, permitted assignees, invitees, contractors or agents, shall be undertaken in such a manner so as to minimize any disruption or interference with Casella's operation of the Landfill. While present on the Premises, Grantee, its successors, permitted assignees, invitees, contractors and agents shall comply with the Casella's safety and security procedures and manuals that are applicable to the Premises.

4.3. The exercise of the License Rights granted herein by Grantee, or its successors, permitted assignees, contractors, invitees or agents, shall be undertaken in compliance with and subject to all applicable laws, regulations, ordinances, permits and licenses, and with the terms of the OSA (a copy of which Grantee acknowledges receiving). Without limitation of the foregoing, Grantee acknowledges the provisions of Section 2.2(a) and 15.2(c) of the OSA relating to ownership of improvements to the Premises upon termination of the OSA, which may not permit Grantee to take certain actions contemplated by Section 12.2 of the LGRA, attached hereto and made part hereof as Exhibit D, relating to the removal of items from the Premises by Grantee upon expiration or termination of the LGRA.

4.4. Grantee shall notify Grantor of any material modifications or amendments to the LGRA agreed to by Grantee and Casella.

4.5. The Grantor acknowledges and agrees that Grantee, from time to time, without the prior approval or consent of Grantor, may grant security interests in this License Agreement, Grantee's rights hereunder, and/or in the Equipment employed by Grantee in the operation of the LFGTE Facility, as security for one or more financings of Grantee. The Grantor agrees that, upon the request of Grantee, from time to time, the Grantor will execute subordination and collateral access agreements in favor of Grantee's lenders in form and substance reasonably acceptable to Grantor without unreasonable condition or delay; provided, however, any such subordination shall only be with regard to the Equipment and not the State-owned land or Premises.

5. INDEMNITY. Grantee shall defend, indemnify, release and hold Grantor, its parents, subsidiaries and affiliates (including the respective officers, employees and agents of the aforementioned entities) and Casella (collectively, the "Indemnitees"), harmless from and against any and all claims, demands, actions, suits, damages, liability, loss, costs, and expenses, including reasonable attorneys' fees, brought against, suffered, or incurred by the Indemnitees resulting from the negligent exercise by Grantee and its successors, permitted assignees, agents, contractors, invitees and invitees' agents, employees and authorized contractors ("Grantee Affiliates"), of rights granted under this License Agreement or under the LGRA, any negligent activities reasonably related thereto, and any intentional misconduct or willful violation of law or this License Agreement by Grantee or Grantee Affiliate, except in either case to the extent such claims, demands, actions, suits, damages, liability, loss, costs, and expenses result primarily from the negligence, intentional misconduct or willful violation of law or this License Agreement by Indemnitees, or the acts or omissions of any person other than Grantee or any Grantee Affiliates.

6. INSURANCE. At all times during the Term, Grantee shall carry and shall cause its contractors to carry the insurance policies described in Section 11 of the LGRA (as amended). Such policies of insurance shall name the State and Casella as additional insureds. Grantee shall provide prompt notice to Grantor of the cancellation of such policies or any changes to the specifications relating to insurance coverages as more fully set forth in the LGRA.

7. NOTICES. All notices and other communications required or permitted under this License Agreement shall be in writing and shall be given by hand delivery, certified mail or nationally recognized overnight delivery service. Any such notice shall be deemed to be delivered, whether actually received or not, upon the earlier of (a) actual receipt or (b) one day following deposit in a regularly maintained receptacle for United States mail, postage prepaid, or (c) upon deposit with a nationally recognized overnight delivery service, postage prepaid or billed to shipper, addressed as follows:

If intended to Grantee:

Archaea Holdings, LLC  
111 Conner Lane  
Belle Vernon, Pennsylvania 15012  
Attn: Nicholas Stork

If intended to Grantor:

State of Maine  
Department of Administrative and Financial Services  
Bureau of General Services  
77 State House Station  
Augusta, ME 04333-0077  
Attn: Director of the Bureau of General Services

With a copy to:

Attorney General, State Maine  
Office of Attorney General  
6 State House Station  
Augusta, ME 04333-0006

Any party may change the address to which its future notices shall be sent by notice given as above, provided that such a change shall be effective only upon receipt.

8. MISCELLANEOUS.

8.1. None of the terms or provisions of this License Agreement shall be deemed to create an agency, partnership, or other like relationship between Grantor and Grantee in their respective businesses or otherwise, nor shall this License Agreement be considered joint venture

or the parties members of any joint enterprise. The parties do not intend to, and expressly do not, create any rights in third parties hereby, except in Casella as explicitly stated herein.

8.2. It is understood and agreed that all understandings, agreements or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto with respect to the subject matter hereof are superseded by this License Agreement, which document alone fully and completely expresses the parties' agreement with respect to the matters covered hereby. This License Agreement may not be modified in any manner except by a subsequent instrument in writing signed by Grantor and Grantee and, in the case of any amendment materially changing the scope of the License Rights or adversely affecting any provision benefiting Casella, approved by Casella.

8.3. This License Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.

8.4. This License Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine and shall be binding upon the successors and assigns of both Grantor and Grantee. Casella is an intended third party beneficiary of this License Agreement with respect to the provisions referring to it.

8.5. This License Agreement may not be assigned by Grantee without the prior written consent of Grantor and Casella, which consent may not be unreasonably withheld or conditioned. Any direct or indirect change in the ownership of a majority of the voting interests in Grantee, in a single transaction or series of related transactions, shall be deemed to constitute an assignment of this License Agreement requiring such consent.

8.6 In the event any portion of this Agreement is invalid, illegal, or otherwise unenforceable under applicable law, the remainder of this Agreement shall remain in effect and the parties shall cooperate in good faith to amend or replace such invalid, illegal, or unenforceable portion so as to give effect to its intent as closely as practicable.

*[The next page is the signature page.]*

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed and delivered by their duly authorized representatives.

Dated: \_\_\_\_\_, 2019

**Archaea Holdings, LLC**

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

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

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

Dated: \_\_\_\_\_, 2019

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND  
FINANCIAL SERVICES,  
BUREAU OF GENERAL SERVICES

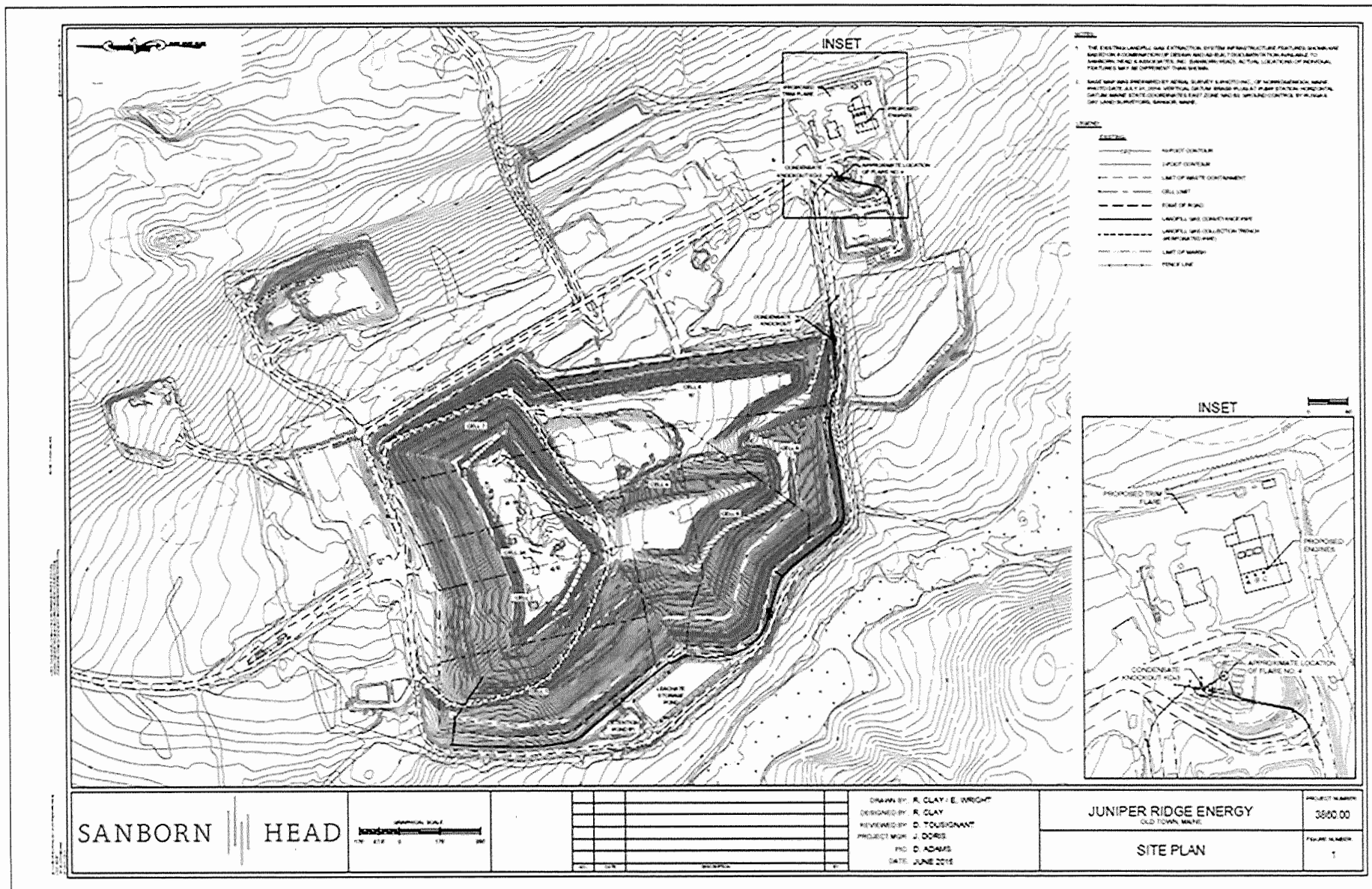
By: \_\_\_\_\_

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

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

**EXHIBIT A**

**(See Attached)**



## **EXHIBIT B**

### **Initial Equipment**

LFGTE Facility equipment (sometimes, "Equipment") will include, without limitation, the following equipment (together with any replacements thereof and additions thereto):

- Gas Compression
- Gas Treatment components
- Engine-Generators and associated ancillary equipment
- Generation Switchgear
- Generation substation equipment
- Controls and Motor Control Centers associated with above equipment
- Plant office equipment, spare parts inventory
- Any additional or other equipment, machinery, fixture, or facility provided, arranged for, or purchased by Grantee prior to or during this or any subsequent Term, or during any post-Term period.
- Any improvement, alteration, modification, or addition to the above.



**EXHIBIT C**

Capital Improvements

Driveway

Fencing

Landscaping

LANDFILL GAS RIGHTS AGREEMENT  
FOR THE  
JUNIPER RIDGE LANDFILL

This Agreement is entered into this 28<sup>th</sup> day of June, 2019 (the "Effective Date"), by and between NEWSME Landfill Operations, LLC, a Maine limited liability company, doing business at 110 Main Street, Suite 1308, Saco, ME 04072 ("NEWSME") and Archaea Holdings, LLC, a Delaware limited liability company ("Archaea");

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 NEWSME operates the Landfill under a long-term Operating Services Agreement, as amended, between NEWSME's indirect parent, Casella Waste Systems, Inc. ("Casella") and the State ("OSA");

WHEREAS, the Landfill has an active landfill gas ("LFG") collection, treatment and flaring system at the Landfill in compliance with applicable federal, state and local laws and regulations;

WHEREAS, pursuant to a partial assignment executed in its favor by Casella and subject to the terms of the OSA, NEWSME currently has all rights to all LFG created or existing at the Landfill, regardless of when created, and to all economic benefits and Environmental Attributes associated with the same, existing or to exist, and all necessary authority and ability to transfer, convey, and assign the same, and recognizes the use of recovered LFG is of environmental and economic benefit;

WHEREAS, Archaea has offered to install and operate, or arrange for the installation and operation of, a LFGTE Facility to accept, store, test, transport, and process treated LFG for the environmental benefits associated therewith, and to utilize its Environmental Attributes for the economic gain of NEWSME and Archaea, all in accordance with the terms and conditions of this Agreement; and,

WHEREAS, NEWSME desires to have Archaea, or its contractors, sub-contractors, partners, or affiliates, at Archaea's election, construct, operate, modify, relocate, and remove, and Archaea own, the LFGTE Facility all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**Section 1**  
**Definitions**

Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

1.1 Administrative Agent means the person or persons designated by NEWSME to act on behalf of NEWSME as the point of contact with Archaea. NEWSME may from time to time replace its Administrative Agent upon notice to Archaea.

1.2 Affiliate means, with respect to either party, any firm, partnership, joint venture, corporation, or other legally recognized entity, that controls or is controlled by, or is under common control with, such party, with the word "control" (and, correspondingly, "controlled by" and "under control with"), meaning (1) ownership of fifty percent (50%) or more of all the voting stock of any corporation, or fifty percent (50%) or more of all of the legal and equitable interest in any other business entity, or (2) the possession of the power to direct or cause the direction of the day-to-day management and policies.

1.3 Agreement means this LFG Rights Agreement for the Juniper Ridge Landfill between NEWSME and Archaea.

1.4 Beneficial End Use Product means any product derived from LFG that may include, but are not limited to: processed LFG, pipeline quality LFG, electric power, thermal energy, waste heat, steam, or CO<sub>2</sub>.

1.5 British Thermal Unit (BTU) means the quantity of heat necessary to raise the temperature of one pound of water one degree Fahrenheit, for example from 58.5 to degrees Fahrenheit, under standard pressure of 30 inches of mercury at or near its point of maximum density.

1.6 BTU per Cubic Foot means a measure of the heat available or released when one cubic foot of gas is burned. LFG has an expected value of 400 to 500 BTU per cubic foot.

1.7 Buyer means the party or parties to which Archaea will sell or otherwise convey, transact, or devise a Beneficial End Use Product or Environmental Attribute derived from or arising in connection with the recovery and/or processing of LFG.

1.8 Cameron H<sub>2</sub>S Treatment System means that system NEWSME has installed at the Landfill that is designed to treat the LFG and reduce the H<sub>2</sub>S concentration to 1,000 ppm and includes a method of LFG conveyance to deliver the LFG.

1.9 Commercial Operation Date ("COD") means the date when the LFGTE Facility begins deliveries of a Beneficial End Use Product to a Buyer in compliance with all applicable laws, regulations, ordinances and permits, the OSA and this Agreement ("Commercial Operation"). The COD shall occur no later than two (2) years following the date of approval and granting to Archaea of the last permit required for construction and operation of the LFGTE Facility, and, in any event, no later than three (3) years following the Effective Date, unless agreed otherwise in writing by the parties.

1.10 Condensate means the liquid formed from the condensing of the vapors that occurs during the collection, transportation, and processing of LFG.

1.11 Day means a calendar day, unless explicitly designated a "business day" (in which case it shall mean a calendar day which is not a Saturday, Sunday, or federal holiday).

1.12 Delivery Point means the flange at the LFGTE Facility which is the point at which the LFG enters the LFGTE Facility.

1.13 Environmental Attributes means any and all existing and future legal and beneficial rights that are capable of being measured, verified, calculated or commoditized, arising from a reduction in emissions of Greenhouse Gases or other gases, whether generated, created or issued under a voluntary program or under a legislative, regulatory or governmental program or scheme of any kind, including any right, interest, credit (including economic development credits), entitlement, benefit, allowance, certificate or registrable right, voluntary or compulsory that may be issued, generated or created at any time during the Term, related to, arising from or in connection with Landfill Gas. An Environmental Attribute may include one or more of the following: avoided, reduced or offset NO<sub>x</sub>, SO<sub>x</sub> or Greenhouse Gas emissions, inclusive of carbon credits and carbon offsets, or as otherwise defined under an applicable program or Law, or as agreed between the Parties. Environmental Attributes also include all Renewable Energy Credits also commonly referred to as Renewable Energy Certificates or RECs, RINs, all Renewable Electricity Production Tax Credits commonly referred to as PTCs, all Certified Emission Reductions (CERs), and all tradable emission allowances or other entitlements or credits to produce emissions issued by a Governmental or quasi-Governmental Authority, and any other potential environmental credits associated with the destruction of LFG and/or the creation of Beneficial End Use Products; provided, however, that for purposes of this Agreement Environmental Attributes shall not include any Maine Department of Environmental Protection tax exemption certification for air or water pollution control facilities, or tax refunds related thereto, that may be issued to or in the name of NEWSME or its contractor.

1.14 Flare Station(s) means NEWSME's equipment and appurtenances used to incinerate LFG. The Flare Station(s) are used to destroy LFG in conformance with applicable federal, state, and local rules and regulations, and to control odors.

1.15 Force Majeure means acts of God, such as winds, hurricanes, tornadoes, fires, epidemics, landslides, and floods; strikes; lock-outs; acts of public enemies; insurrections; explosions; a change in law or regulation not due to improper conduct of the party claiming Force Majeure or to any negligent or intentional act or omission of the party claiming Force Majeure; delay in receipt of any required Permit beyond the average time of receipt of Permits of that type as measured over the two (2) years immediately preceding the Effective Date (provided that in no event shall such a Force Majeure extend the three (3) year period set forth in the definition of Commercial Operation Date); or any cause or event not reasonably within the control of the party claiming Force Majeure, except for the financial inability of such party or market or operating conditions caused by factors other than any of the foregoing.

1.16 Heating Value means the amount of heat produced by the complete combustion of a unit quantity of fuel. The gross or higher heating value ("HHV") is that which is obtained when all of the products of combustion are cooled to the temperature existing before combustion, the water vapor formed during combustion is condensed, and all the necessary corrections have been made. The net or lower heating value ("LHV") is obtained by subtracting the latent heat of vaporization of the water vapor, formed by the combustion of the hydrogen in the fuel, from the gross or higher heating value. Unless otherwise stated, all BTU references in the Agreement will be on a HHV basis.

1.17 Landfill means the Juniper Ridge Landfill located at 2828 Bennoch Road, Old Town, Maine, as existing on the Effective Date and inclusive of any subsequent contiguous expansion or alteration thereof.

1.18 Landfill Property Line means the boundary of the Juniper Ridge Landfill as defined in the legal Landfill property description, or as the same may be contiguously expanded or altered from time to time subsequent to the Effective Date.

1.19 Landfill Gas (LFG) means any and all gases resulting from the decomposition of material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases. The unit of measurement of LFG delivered hereunder shall be one SCF as defined in Section 1.27.

1.20 LFG Management System means the network, owned and operated by NEWSME at the Landfill, of LFG recovery wells and interconnecting pipes together with attendant valves, LFG blower, flare(s), condensate and leachate collection and distribution system, condensate sumps and pumps, monitoring devices and other related equipment installed for the purpose of extracting, collecting, and transporting LFG to the LFGTE Facility.

1.21 LFGTE Facility means Archaea's building or enclosure, machinery, fixtures, and equipment required or convenient for the receipt, compression, processing, storage, testing, transportation, marketing, or delivery of the LFG or the conversion of the LFG to Beneficial End Use Products for sale to Buyers, regardless of whether owned, contracted for, or otherwise provided by Archaea. Such machinery, fixtures, and equipment may include, but are not limited to, LFG metering equipment and flowmeters, compression equipment, an oil and gas cooler, a condensate knockout tank, scrub areas, generating equipment, electric generation and related facilities, pipelines, and pipeline interconnection equipment, but does not include the LFG Management System, the Flare Station(s) or the Cameron H<sub>2</sub>S Treatment System.

1.22 LFGTE Facility Site means the site identified on Exhibit A attached hereto, or such other location at the Landfill mutually agreed to by NEWSME and Archaea from time to time and consented to in writing by the State, which consent shall not be unreasonably withheld, delayed or conditioned, subject in all cases to the receipt of all necessary permits, licenses and approvals, including but not limited to a minor revision of the JRL landfill license, an air license and site plan approval by the City of Old Town. No such change of location may occur without the agreement of NEWSME and Archaea and the written consent of the State.

1.23 Leachate means the liquid that has passed through or emerged from solid waste and may contain soluble, suspended, or miscible materials.

1.24 License shall mean that license to be issued by the State, which will provide for construction and operation of the LFGTE Facility at the LFGTE Facility Site by Archaea, its contractors, sub-contractors, partners, affiliates, or agents and grant access over and across and through the Landfill for the operation, service, relocation, modification, removal, and maintenance by Archaea of the LFGTE Facility for the term of the OSA, or as may be otherwise agreed to in writing from time to time by NEWSME, Archaea and the State.

1.25 Permit(s) means all such permits, licenses, approvals, permissions and allowances which are to be secured by Archaea and which are necessary for construction of the LFGTE Facility.

1.26 Project Manager means the person or persons designated by Archaea to act on behalf of it as the point of contact with NEWSME. Archaea may from time to time replace its Project Manager upon notice to NEWSME.

1.27 SCF means the unit of measurement of LFG delivered hereunder, which shall be a standard cubic foot of LFG at a base temperature of sixty (60) degrees Fahrenheit and at an absolute pressure of 14.65 pounds per square inch and saturated water vapor. All fundamental constants, observations, records and procedures involved in determining the quantity of LFG delivered hereunder shall be in accordance with the standards prescribed by the American Gas Association, as now in effect and from time to time amended or supplemented.

1.28 SCFM means a standard cubic foot of LFG per minute.

1.29 Total Revenue means the sum of all revenues received by Archaea or its Affiliates from the sale of any Beneficial End Use Product or Environmental Attributes net of transmission losses, congestion, ISO ancillary charges, sales taxes, commissions paid to unaffiliated entities in connection with sales of Environmental Attribute, and wheeling costs. This shall include the sale of energy, capacity and Environmental Attributes.

## **Section 2**

### **Rights Granted to Archaea**

2.1 Subject to the other provisions of this Agreement, the OSA and the License, NEWSME has all requisite authority and ability to, and hereby grants to Archaea the exclusive rights to all LFG collected by NEWSME from the Landfill, regardless of where or when created or existing, and the same in any contiguous expansions thereof, and to all Environmental Attributes, currently existing or to exist, related to or arising or to arise from LFG collected at the Landfill, for the duration of this and any subsequent Term (with the sole exception of the LFG utilized by NEWSME for its maple sugaring activities consistent with past practice). Archaea has the right and license to connect, process, sell, test, market, convey, transport, store, destroy, beneficially use, and utilize the LFG that is collected by NEWSME at the Landfill and any contiguous expansion thereof (with the sole exception of the LFG utilized by NEWSME for its maple sugaring activities consistent with past practice). It shall be Archaea's responsibility to use commercially reasonable efforts to utilize all LFG made available by NEWSME for direct sale as fuel or conversion to a Beneficial End Use Product. Title to and risk of loss for the LFG shall pass to Archaea at the Delivery Point. Subject to the foregoing, Archaea shall have the exclusive right to claim, utilize, own, market, convey, hold, and sell any Environmental Attributes, existing or to exist, that may be associated with such LFG. In the event that LFG in excess of that required to operate the LFGTE Facility at its full design capacity becomes available ("excess LFG"), Archaea shall notify NEWSME promptly in writing and NEWSME shall provide written notice to Archaea of its intent to utilize such excess LFG. Such notice shall include an expected timetable for NEWSME's utilization of excess LFG, which shall be no shorter than 6 months. Archaea shall have two months from the receipt of NEWSME's written notice to designate in writing to NEWSME its intent to utilize the excess LFG within a similar timetable as presented by

NEWSME, and upon the receipt of same by NEWSME, Archaea shall have rights in such excess LFG on the terms and conditions previously set forth in this Paragraph. Notwithstanding the foregoing, Archaea and NEWSME understand, recognize and agree that should Archaea be unwilling or unable to commercially utilize all of the LFG made available to Archaea at the Delivery Point, NEWSME shall retain the right to commercially use such excess LFG for its commercial purposes. Additionally, should Archaea be unwilling or unable to produce any Beneficial End Use Product, NEWSME shall retain the right to produce such Beneficial End Use Product, provided no disruption to Archaea's LFGTE Facility operations or equipment, machinery, fixtures, rights, or benefits as contemplated herein results therefrom.

### **Section 3** **Obligations of NEWSME**

3.1 Subject to Section 2, NEWSME shall make available to Archaea all LFG collected from the Landfill, once it has been processed through the Cameron H2S Treatment System in accordance with the sulfur removal requirements of the Landfill's air permit and deliver the LFG to Archaea at the Delivery Point for use in the LFGTE Facility.

NEWSME and Archaea shall each take a minimum of 5 concurrent H2S measurements per week at the Delivery Point using Draeger tubes, or equivalent stain tubes, from the same manufacturer and using the tube manufacturer's recommended protocol for sampling. At its sole option and expense, Archaea may install continuous gas monitoring equipment that may also be used to measure H2S levels at the Delivery Point. Archaea and NEWSME shall communicate regularly to share results and reconcile any differences. All readings from both parties shall be entered into a spreadsheet regularly, so both parties can monitor the results and NEWSME can make timely adjustments to its treatment system. Subject to Section 8.3 hereof, NEWSME will exercise good faith, commercially reasonable efforts (at no additional expense to NEWSME beyond current costs to treat for environmental compliance) such that, throughout this and any subsequent Term, all LFG delivered to Archaea would be comprised of at least 43% methane and 2% or less oxygen, and to maintain H2S levels below 500 parts per million, subject to the functional capabilities of the LFG Management Systems, all as determined by inlet gas quality to the LFGTE Facility. In the event LFG delivered to Archaea is not comprised of at least 43% methane and 2% or less oxygen, with H2S levels below the permit level of one thousand (1,000) parts per million, measured on an average basis over a period of at least sixty (60) consecutive days and NEWSME is unable to cure such condition within one hundred eighty (180) days of receipt of written notice thereof, or any two hundred and forty (240) days aggregate in any twelve (12) month period (which, for the avoidance of doubt, shall not be subject to cure), and which, in Archaea's judgment, renders Archaea unable to obtain its anticipated benefits herein or to operate the LFGTE Facility in the most economically advantageous manner, Archaea may, at its discretion, terminate this Agreement and remove its property and the LFGTE Facility. In such event, NEWSME shall have no further liability to Archaea arising from its failure to achieve such LFG measurements as set forth in this paragraph.

3.2 Subject to the License and the OSA, NEWSME shall make available to Archaea, pursuant to the License, the designated area located within the Landfill Property, and such other areas as may be agreed by the parties, and consented to by the State, in writing from time to time, for Archaea to access, install, construct, operate, modify, relocate, remove and maintain the LFGTE Facility. If NEWSME and the State request that Archaea move the LFGTE Facility at any



point during the term of this Agreement, Archaea will agree to do so, provided that NEWSME compensates Archaea for all costs incurred to move the LFGTE Facility to the new location, commence operation thereof at the new location, remediate and restore the location from which the LFGTE Facility was moved to the extent required by law, regulation, permit, or good industry practice, and for any lost profits, as reasonably calculated by Archaea subject to review by NEWSME. NEWSME shall exercise diligent, commercially reasonable efforts to hire and maintain at the Landfill from and after the commissioning date of the LFGTE Facility a well tuner who will be dedicated to well field operation and maintenance, including daily tuning adjustments and repairs as may be necessary to ensure compliance with environmental regulations, permits and licenses and, secondary to such compliance (as provided in Section 8.3), to maximize LFG quality with respect to the criteria set forth in this Agreement.

### 3.3 General Obligations and Cooperation by the Parties.

(a) NEWSME shall cooperate with Archaea during the construction, development, modification, relocation, removal, and operation of the LFGTE Facility. Except during emergency situations, NEWSME shall not interfere with Archaea's operation and maintenance of the LFGTE Facility and shall, with the use of all reasonable efforts, provide Archaea with sufficient notice of timing and anticipated duration of any work to be performed on the LFG Management System, prior to such work commencing, that may impact the LFGTE Facility to allow Archaea to properly protect its equipment from sudden shutdowns, notify its Buyers or other agencies of anticipated interruptions in the generation of power or production or delivery of Beneficial End Use Products, schedule its maintenance, or otherwise perform its duties and enjoy its benefits as the owner and operator of the LFGTE Facility. Subject to Section 4.4 hereof, NEWSME shall instruct its independent contractors, agents and employees to comply with its obligations under this Agreement. NEWSME understands that on-going comprehensive communication with Archaea is essential to its relationship with Archaea in the operation of the LFGTE Facility and will benefit NEWSME in its operation of the Landfill.

(b) Notwithstanding any of the provisions of this Agreement, including Section 3.3 (a), Archaea recognizes, understands and agrees that unfettered management, maintenance and operation of the LFG Management System by NEWSME is of paramount importance to NEWSME, and while NEWSME and Archaea will meet periodically to discuss operational issues pursuant to Section 4.4 hereof, and among those matters to be discussed at the request of Archaea is the LFG Management System, the parties hereto understand that the LFG Management System will be managed, maintained and operated as NEWSME deems appropriate in its absolute discretion, provided commercially reasonable efforts are used by NEWSME, its agents, independent contractors, and employees to avoid disruption to Archaea's operations contemplated herein.

3.4 NEWSME shall comply with applicable federal, state and local laws, rules, ordinances and regulations relating to or regulating the construction and operation of the Landfill except for said responsibilities of Archaea as established under this Agreement for which Archaea shall be solely responsible (including with respect to legal compliance). To the extent possible, the parties shall assist and cooperate with one another in their respective compliance with applicable federal, state, and local laws, rules, ordinances, and regulations.



3.5 Permits. To the extent not applied for by the State as owner of the Landfill, Archaea shall prepare and file all necessary applications for the Permits and other permit applications and/or amendments to existing operating permits, with the approval and cooperation of NEWSME, and diligently prosecute the processing of such applications for the Permits and other permit applications for the purpose of obtaining all environmental and other permits which are required under applicable federal, state and local laws and regulations, or otherwise desirable, for the construction, installation, and operation of the LFGTE Facility. Archaea will fulfill its obligations pursuant to this Section 3.5 in a manner consistent with NEWSME's existing air permits, and NEWSME will provide Archaea with cooperation, assistance, and reasonable permissions in association therewith. NEWSME shall have a reasonable opportunity to review and provide edits to Permit applications relating to the LFGTE Facility prior to submittal as the primary regulatory contact for all applications, meetings, site visits, and correspondence. NEWSME will conduct its review of such materials as soon as reasonably possible and in no event shall NEWSME's review take longer than ten (10) business days from its receipt of any permit application from Archaea. In the event the sulfur removal requirements in the Landfill's air license are modified, as a result of the proposed installation of the LFGTE Facility as a new emission source, to require more sulfur removal than is required under the existing air license, NEWSME, in its sole discretion, may elect to terminate this Agreement provided it reimburses Archaea for its incurred development costs, including any equipment cancellation charges or any incurred costs to sell or otherwise redeploy equipment purchased for the LFGTE Facility that cannot be cancelled, and for such remediation and restoration to the LFGTE Facility site as required by law, regulation, permit, or good industry practice.

3.6 Property Taxes. Archaea shall be solely responsible for the payment of any and all real or personal property taxes assessed, due, owed or associated with the LFGTE Facility or the LFGTE Facility Site, or its operations on the LFGTE Facility Site, prorated or apportioned appropriately.

3.7 Information. As reasonably requested by Archaea, NEWSME shall allow Archaea, during normal business hours, to inspect any documents in its possession regarding LFG production from the Landfill, H<sub>2</sub>S levels, constituent composition of the LFG, the quantity, age, and type of refuse in the Landfill, tipping records, and such other non-proprietary and non-confidential information as is reasonably relevant to Archaea's rights and operation of the LFGTE Facility. NEWSME shall allow Archaea to inspect any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, notices of violation, complaints, environmental investigations, waste mix data, waste volume data, and any other available data relating to the Landfill and NEWSME's or Archaea's activities contemplated in this Agreement.

3.8 Good Faith. NEWSME shall perform its obligations hereunder in good faith and acting reasonably and shall reasonably cooperate with Archaea so that Archaea can meet its responsibilities and obligations under this Agreement and under any agreements with Buyers or other recipients of Beneficial End Use Products or Environmental Attributes, or with Archaea's partners, affiliates, contractors, sub-contractors, and / or partners.

## **Section 4**

### **Obligations of Archaea**

4.1 General Obligations and Cooperation of the Parties. Archaea shall obtain the prior approval of NEWSME (such approval not to be unreasonably withheld, conditioned, or delayed) of the design, placement and configuration of all equipment comprising the LFGTE Facility on the LFGTE Facility Site. As more fully provided in Section 4.4 hereof, Archaea shall not interfere with NEWSME's operation of the Landfill. Archaea shall provide NEWSME with sufficient notice of the timing and anticipated duration of any scheduled or unscheduled work for the construction or maintenance of the LFGTE Facility to allow NEWSME to properly protect its equipment from sudden shutdowns, schedule its maintenance, or otherwise perform its duties as the owner and operator of the LFG Management System and the Landfill.

4.2 LFGTE Facility. Archaea, its affiliates, partners, contractors, and / or sub-contractors shall engineer, design, install, construct, operate and maintain the LFGTE Facility as required for the delivery of Beneficial End Use Products and shall do so in accordance with federal, state, and local requirements and industry standards as well as applicable provisions of the OSA and this Agreement.

4.3 Commercial Operation. Archaea shall cause the LFGTE Facility to begin Commercial Operation by the COD, unless agreed otherwise by the parties in writing. NEWSME recognizes that certain items, such as the utility interconnect and issuance of permits, are or may be dependent on third parties whose actions may be outside the reasonable control of Archaea. If Archaea becomes aware that any such third party may impair its ability to reach Commercial Operation by the COD, then Archaea shall promptly notify NEWSME in writing of such circumstance and shall also provide: (i) identification of specific action or inaction causing such delay, (ii) estimated length of delay and its effect on the schedule of the project, (iii) plans to mitigate the effects of any delays, and (iv) any additional information which NEWSME may reasonably request. In the event that Archaea has submitted all required documentation for the utility interconnect and all Permits in a timely manner and has diligently pursued their issuance, and a third party whose actions or performance are outside the reasonable control of Archaea prevents or delays the release or issuance of these items, then the COD deadline will be extended to reflect the delay caused by that third party. However, should this delay extend 1 year beyond the original COD deadline, as defined in Section 1.9 herein, NEWSME retains the right to terminate the Agreement.

#### **4.4 Continuing Operations.**

(a) Archaea shall operate the LFGTE Facility in accordance with applicable laws, Permits, rules and regulations and the OSA, and in a prudent manner consistent with industry standards. Archaea shall maintain the LFGTE Facility and all associated Archaea equipment in good working order throughout the term of this Agreement. Archaea shall maintain air emissions and noise levels resulting from its operation of the LFGTE Facility within applicable standards or permit requirements.

(b) Archaea understands that the Cameron H2S Treatment System will need to be shut down from time to time for maintenance. Archaea agrees, to the extent feasible and upon receiving sufficient advance notice from NEWSME of any such shutdown, to schedule all planned

shutdowns of the LFGTE Facility during the period of shutdowns of the Cameron H2S Treatment System.

(c) Archaea understands that on-going comprehensive communication with NEWSME and the State is essential to its relationship with NEWSME and the State in the operation of the Landfill. Archaea hereby agrees to provide to NEWSME and the State the following information, without limitation:

(i) Archaea shall provide NEWSME and the State with monthly LFGTE Facility operating reports reasonably satisfactory to NEWSME and the State.

(ii) Starting upon the execution of this Agreement, Archaea shall schedule and participate in consistent, periodic meetings with NEWSME ("Operating Meetings") to be held no less frequently than every three (3) months during the Term of this Agreement. The purpose of the Operating Meetings will be to discuss all issues affecting the construction or operation, as applicable, of the LFGTE Facility, the Landfill Management System, Landfill operations, scheduled and unscheduled maintenance matters, engine stack testing, and high voltage substation maintenance, and to plan for all activities to be undertaken by the parties in the three (3) months following each Operating Meeting.

(iii) Immediate notice of all permitting issues as they become actually known to Archaea, including issues affecting NEWSME directly, should Archaea's air permit be incorporated into NEWSME's air permit.

(iv) Immediate notice of all scheduled or unscheduled regulatory issues affecting the LFGTE Facility, or visits by regulators to the LFGTE Facility, including without limitation OSHA inspectors, as such issues or visits become actually known to Archaea.

(v) Monthly reports of all LFGTE Facility-related greenhouse gas information for NEWSME reporting.

(vi) Timely submission of all federal, state, and local government reports required to be filed in connection with the LFGTE Facility, including but not limited to Department of Energy forms 923 and 860.

(vii) Provide access to the LFGTE Facility upon reasonable written notice from NEWSME or the State for purposes of community relationships, official visits and regulatory inspections or confirmation of compliance with the terms of this Agreement, provided same does not unreasonably interfere with Archaea's operations.

Archaea understands that NEWSME's communication concerns are not limited to those matters specifically outlined in this Section 4.4 (c). It is the intent of the parties that communications will be routine, seamless, informative, complete, and delivered in a professional and responsible manner.

4.5 Archaea shall provide additional information to NEWSME as reasonably necessary for NEWSME to comply with the Landfill's Title V permit, or other regulatory reporting requirements, and shall report to NEWSME any actual knowledge of notice of violation from any regulatory body.

4.6 Good Faith. Archaea shall perform its obligations hereunder in good faith and acting reasonably and cooperate with NEWSME so that NEWSME can meet its responsibilities and obligations under this Agreement. Archaea shall comply with all laws and regulations applicable to the work being performed under this Agreement.

4.7 Site Security. The LFGTE Facility Site may be fenced, gated and locked. NEWSME shall be provided with emergency access to the LFGTE Facility Site, including all keys and passwords necessary for access. The fencing shall contain signage on each side, warning of any known or reasonably foreseeable safety hazards and providing telephone numbers for notification of emergency situations. Employees of NEWSME shall not be permitted on the LFGTE Facility Site, except in the event of an emergency or disaster or as provided in Section 4.4(c) hereof, unless accompanied by an authorized employee of Archaea.

4.8 Project Schedule. Archaea shall be responsible for developing and keeping current a project schedule for each of the elements of the LFGTE Facility development, construction and operation which shows the sequence of project development, permitting, design, construction, startup, commencement of operations, system testing, maintenance and commercial operations. NEWSME will be informed in writing of monthly progress and material changes in the schedule by Archaea.

4.9 Condensate; Solid Waste. Archaea is responsible for the collection and removal of condensate and any solid waste that is created as a direct result of Archaea's processing of LFG to generate electricity or produce Beneficial End Use Products in its LFGTE Facility in a manner consistent in all respects with NEWSME's operating permits. Archaea will ensure the proper handling and delivery of the condensate to NEWSME's existing on-site leachate collection system with a delivery pressure of 42TDH, and the delivery of such non-hazardous solid waste to NEWSME in accordance with NEWSME's instructions. Archaea will meter the condensate as it leaves the LFGTE Facility and will pay NEWSME its actual transportation and disposal costs for such condensate disposal, as such costs may vary from time to time. Should NEWSME be required to change its current treatment and disposal plans based solely on the nature of the condensate from the LFGTE Facility, such payments shall be adjusted to cover such additional NEWSME treatment and disposal costs, and Archaea shall fund any incremental costs related thereto to be expended to accommodate the LFGTE Facility to such changes. NEWSME shall have the right to collect and test condensate samples from the LFGTE Facility upon prior written notice to Archaea and in such a manner as to avoid disruption to Archaea's operations. Archaea will pay NEWSME the market rate (as it may vary from time to time) for the disposal of such non-hazardous solid waste. Notwithstanding the foregoing, should the condensate or solid waste from the LFGTE Facility be deemed hazardous or unacceptable by NEWSME's wastewater treatment facility or solid waste disposal facilities, as applicable, or if NEWSME's treatment facility, for condensate or its solid waste disposal facility, as applicable, is closed or has insufficient capacity, Archaea shall be responsible for the handling and treatment of such condensate or solid waste, as applicable.

## **Section 5**

### **Term**

5.1 Agreement Term. This Agreement shall become effective upon execution by both parties and have a term extending until the earlier of (a) June 28, 2034, or (b) the termination or expiration of the OSA, unless earlier terminated pursuant to Section 14 hereof. NEWSME will

endeavor to extend the Term to a period consistent with NEWSME's post closure Landfill obligations under the OSA. NEWSME and Archaea agree to negotiate in good faith with respect to the continuation of Archaea's operations on the Premises following the termination or expiration without renewal of the OSA and NEWSME shall use commercially reasonable efforts to ensure the same and on terms materially similar to those herein and as set forth in the License Agreement between the State of Maine, Department of Administrative and Financial Services, Bureau of General Services and Archaea.

## **Section 6**

### **Royalty Payments**

#### **6.1 Royalty Payments.**

In consideration of the rights granted to Archaea pursuant to this Agreement, Archaea agrees to pay to NEWSME the following amounts, on the following terms, throughout the Term ("Payments"):

A royalty payment equal to ten percent (10%) of Gross Revenues received by Archaea during each month arising directly from the operation of the LFGTE Facility, including without limitation from the sale of LFG or Environmental Attributes, (the "Single Site LFG Royalty Rate") to be paid on a monthly basis as provided for herein (the "LFG Royalty Payment"). Gross Revenues shall be calculated by Archaea according to GAAP and paid no later than the last day of each month following the month in which such revenues were received by Archaea. In the event that, with respect to any twelve (12) month period commencing on the COD or any anniversary thereof, other than due to Force Majeure or a breach by NEWSME of its obligations under this Agreement, the total payments made to NEWSME under this Section 6.1 plus any payments made to NEWSME during that period pursuant to Section 6.3 hereof are less than \$50,000, within thirty (30) days after the end of such twelve (12) month period Archaea shall pay such shortfall to NEWSME.

If and when the parties enter into any additional definitive and binding agreement for Archaea's or its Affiliate's exclusive development and operation of LFGTE facilities and/or related activities at one or more sites operated or controlled by NEWSME or any of its Affiliates on terms and conditions substantially similar to those herein, during this or any subsequent Term and while this Agreement is in effect, such site(s) being separate from and in addition to the Landfill, the LFG Royalty Rate described in the preceding paragraph shall increase to fifteen percent (15%) of Gross Revenues received by Archaea (or its Affiliates) during each month arising directly from the operation of LFGTE facilities on all sites on which any of them operates such facilities pursuant to such additional agreement(s) between the parties (the "Portfolio LFG Royalty Rate"). Archaea's payment to NEWSME of a Portfolio LFG Royalty Rate in lieu of a Single Site LFG Royalty Rate shall commence at the start of the monthly billing period immediately following the billing period in which any new and additional LFGTE facility commences operation in addition to the LFGTE Facility at issue in this Agreement.

If, after the commencement of payments by Archaea to NEWSME at the Portfolio LFG Royalty Rate, NEWSME elects to, is required to, or for any other reason does cease or materially diminish (other than due to Force Majeure or scheduled maintenance outages), for more than thirty (30) consecutive days, the operation by Archaea of LFGTE facilities at multiple sites, or if the same is

caused by any third party such that only one LFGTE facility covered by this Section 6.1 is then operating, regardless of whether the sole remaining site is the Landfill or another site, Archaea shall pay to NEWSME the Single Site LFG Royalty Rate for Gross Revenues derived in connection with that sole remaining site, such payments commencing at the start of the monthly billing period immediately following the billing period in which operation of LFGTE facilities on more than one site ceases or materially diminishes. Notwithstanding the foregoing, payments at the Portfolio LFG Royalty Rate shall resume immediately following the cure by NEWSME (or its Affiliates) of the conditions or circumstances that led to the cessation of such rate under this paragraph.

It is expressly understood and agreed that there shall be no LFG Royalty Payment or any other compensation or payment due in connection with any Landfill Gas flared and/or destroyed.

In addition to royalty payments hereunder, Archaea shall reimburse NEWSME on a monthly basis for the compensation and benefits paid by NEWSME for the well tuner hired pursuant to Section 3.2 hereof, up to a maximum of \$5,000 per month (subject to escalation annually to reflect the increase in the Consumer Price Index for All Urban Consumers, Boston-Brockton-Nashua, MA-NH-ME-CT All Items published by the U.S. Bureau of Labor Statistics (or a reasonable substitute index if such index ceases to be published)).

6.2 Payment Due Date. All monies are due to NEWSME on a monthly basis and shall be payable along with documentation reasonably acceptable to NEWSME with respect to the actual Total Revenue on which such payment is based. Payment shall be due within thirty (30) days of the end of each month. Interest shall accrue on past due amounts at a rate of one percent (1%) per month, and NEWSME shall be entitled to recover from Archaea its reasonable costs of collection.

6.3 Tax Credit. If the LFGTE Facility qualifies for federal Tax Credits, Archaea will share 50% of the credit amount with NEWSME. Payment for Tax Credits will be made annually, within thirty (30) days of the IRS determination for the annual Tax Credit value. For example, if the LFGTE Facility qualifies for the Production Tax Credits, and the value is \$11.00/MWh, then Archaea will pay NEWSME \$5.50/MWh for each MWh that is qualified during the term that the LFGTE Facility qualifies for the Tax Credit, net of reasonable third-party commissions, any sales taxes, and other direct out-of-pocket costs of sale of any such Tax Credits.

## **Section 7 Financing**

7.1 NEWSME acknowledges that Archaea may, at its sole option, secure financing for some or all of the machinery or equipment owned by Archaea and that Archaea requires to perform under this Agreement and hereby consents to any encumbrance or lien on such machinery, equipment or fixtures that make up the LFGTE Facility listed on Exhibit B hereto, or such other machinery, equipment, or fixtures provided by Archaea (together with any replacements thereof or additions thereto, of which Archaea will provide NEWSME prompt written notice) (the "Archaea Equipment") and hereby consents to a collateral assignment by Archaea of the Archaea Equipment and its rights under this Agreement as required from time to time by any such financing.



7.2 Archaea acknowledges that NEWSME may, at its sole option, secure financing for some or all of the machinery or equipment owned by NEWSME at the Landfill, including the LFG Management System and the Cameron H2S System. Archaea hereby consents to any encumbrance or lien thereon and hereby consents to a collateral assignment by NEWSME of its assets and its rights under this Agreement as required from time to time by any such financing.

## **Section 8 General Obligations**

8.1 Interests Not Transferred. All materials, minerals, water, natural gas, and other interests existing in, on, or under the Landfill (including, but not limited to, the refuse, cell liners, leachate, condensate, and waste spoilage removed from Landfill during construction of LFG Management System and cover), exclusive of those specifically contemplated herein, are not being transferred to Archaea under this Agreement.

8.2 Independent Contractor. In the performance of any activities pursuant to this Agreement, Archaea will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of NEWSME. Archaea shall be solely responsible for the means, methods, sequences, and procedures utilized by Archaea. None of Archaea's employees, officers, agents, or any other individual directed to act on behalf of Archaea for any act related to the Agreement shall represent, act on behalf of, purport to act on behalf of, or be deemed to be the agent, representative, employee or servant of NEWSME.

8.3 Gas Migration and Emissions. Archaea and NEWSME acknowledge that the primary objective of the LFG Management System is and will continue to be to control LFG migration, emissions and odors, in order to meet all federal, state and local regulatory requirements, prevent nuisances, and the requirements of existing and future Landfill permits. Archaea shall operate the LFGTE Facility in a manner that is conducive to this primary objective. The delivery of LFG to the LFGTE Facility is of importance to the parties, but secondary to this primary objective.

8.4 Non-Waiver. The failure of either party to exercise any right under this Agreement in a particular instance shall not be considered a waiver of such right in the event of any subsequent or further default or noncompliance. No action taken by either NEWSME or Archaea after the effective date or the termination of this Agreement pursuant to Section 14 in accepting one or more payments from the other, or undertaking any other activity which would have been authorized under this Agreement but for its termination, shall be construed as meaning that this Agreement has not been terminated or as a waiver of the termination, except than acceptance of payment in full of amounts owed, together with applicable interest, shall discharge the paying Party from liability therefor.

## **Section 9 Indemnification**

9.1 By Archaea. To the fullest extent permitted by any and all applicable laws and regulations, subject to the provisions of Section 10, Archaea shall indemnify, defend and hold harmless NEWSME, and its respective affiliates, parents, subsidiaries, partners, officers, directors,

employees, and representatives of all or any of NEWSME, its affiliates, parents and subsidiaries ("NEWSME Indemnitees"), and the State, and its employees, agents and representatives (including the State, the "State Indemnitees"), from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character, including attorney's fees and expenses, for injury or death of persons or physical loss of or damage to property of Persons (including Archaea's employees or agents), other than NEWSME to the extent arising directly from Archaea's (including its employees or agents) negligence or willful misconduct in connection with the performance of this Agreement. Archaea shall also indemnify, defend and hold harmless NEWSME and its respective partners, officers, directors, employees, and representatives, and the State Indemnitees from and against any and all regulatory penalties or fines and reasonable expenses (including attorneys' fees and expenses) to the extent arising from Archaea's violation of any law, regulation, code, judgment, order, permit, license or government approval. Archaea will not be liable under this clause to any NEWSME Indemnitees for damages arising out of injury, death, physical loss or damage to the extent caused by or resulting from the negligence of any NEWSME Indemnitee. Archaea will not be liable under this clause to any State Indemnitees for damages arising out of injury, death, physical loss or damage to the extent caused by or resulting from the negligence of any State Indemnitee.

9.2 By NEWSME. To the fullest extent permitted by any and all applicable laws and regulations, subject to the provisions of Section 10, NEWSME shall indemnify, defend and hold harmless Archaea, and the affiliates, parents, subsidiaries, partners, officers, directors, employees, and representatives and employees of all or any of its affiliates, parents and subsidiaries ("Archaea Indemnitees"), and the State Indemnitees, from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character, including attorney's fees and expenses, for injury or death of persons or physical loss of or damage to property of Persons (including NEWSME's employees or agents or any State Indemnitee), other than Archaea arising from NEWSME's (including its employees or agents) negligence or willful misconduct in connection with the performance of this Agreement. NEWSME shall also indemnify, defend and hold harmless Archaea and its respective partners, officers, directors, employees, and representatives and the State Indemnitees, from and against any and all regulatory penalties or fines and expenses (including attorneys' fees and expenses) to the extent arising from NEWSME's violation of any law, regulation, code, judgment, order, permit, license or government approval. NEWSME will not be liable under this clause to any Archaea Indemnitees for damages arising out of injury, death, physical loss or damage to the extent caused by or resulting from the negligence of any Archaea Indemnitee. NEWSME will not be liable under this clause to any State Indemnitees for damages arising out of injury, death, physical loss or damage to the extent caused by or resulting from the negligence of any State Indemnitee.

## **Section 10**

### **Liabilities of the Parties**

10.1 **Limitations of Liability.** Notwithstanding any provision in this Agreement to the contrary, neither party nor any of their respective partners, officers, directors, agents, contractors, subcontractors, vendors, subsidiaries, shareholders, owners, managers, parent entities, or employees shall be liable hereunder for consequential or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill, or any other special or incidental damages. The parties further agree that to the fullest extent permitted by any and all applicable laws and regulations, this



limitation of liability shall survive termination or expiration of this Agreement, and shall apply at all times, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the partners, principals, directors, officers and employees, agents and related or affiliate entities of such party, and their partners, principals, directors, officers and employees.

10.2 NO WARRANTIES OR GUARANTEES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING ANY EXHIBIT, SCHEDULE, OR ATTACHMENT HERETO, OR IN ANY MATERIAL EXPRESSLY INCORPORATED BY REFERENCE HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OR GUARANTEES TO THE OTHER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES DISCLAIM AND WAIVE ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **Section 11 Insurance**

11.1 Both NEWSME and Archaea, at their sole cost and expense, shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below naming the other party and, in the case of general liability and automobile coverages, the State as additional insureds on the policy and require each of its subcontractors to provide similar applicable coverage. NEWSME or Archaea shall obtain environmental liability insurance with respect to the activities contemplated by this Agreement, and shall cause the State to be named as an additional insured on such policy. The policies of insurance shall be primary and written on forms reasonably accepted in the industry and placed with insurance carriers approved and licensed and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." Such general liability and automobile policies may not be cancelled or materially modified without the written consent of the State. No changes are to be made to these specifications without prior written specific approval by the Parties.

(a) Workers' Compensation. At all times during the terms of this Agreement, NEWSME and Archaea will maintain in effect workers' compensation insurance on behalf of their employees who are to provide a service under this Agreement, as required by the laws of the state of Maine.

(b) Commercial General Liability. Commercial General Liability Coverage, including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$10,000,000 each occurrence, (umbrella coverage included), covering all work performed under this Agreement. NEWSME and Archaea will acquire a waiver of subrogation in favor of one another and the State in their respective coverage.

(c) Business Automobile Liability: Business Automobile Liability insurance at a limit of liability not less than \$1,000,000 each accident covering all work performed under this Agreement. The policy shall include liability coverage for Owned, Non-Owned & Hired automobiles. In the event Archaea or NEWSME do not own automobiles, coverage will be

maintained for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

(d) **Contractors Pollution Liability.** Contractors Pollution Liability coverage, with limits of not less than \$5,000,000 each occurrence.

(e) **Property Insurance.** Archaea shall maintain replacement cost insurance for any and all buildings and equipment installed by it at the LFGTE Site.

(f) **Environmental Liability.** Reasonably acceptable to the State (and, in the case of such coverage maintained by Archaea, to NEWSME).

11.2 **Responsibility if a Loss Occurs.** Archaea will be responsible for the replacement or repair of any part of the LFGTE Facility damaged, except to the extent damaged by the act or omission of NEWSME or the State or their agents, invitees, representatives, employees, contractors, sub-contractors, partners, or affiliates, excluding Archaea, and agrees to do so in the most commercially reasonable and expeditious manner if there is a loss.

11.3 Each Party shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors. The Parties shall retain the right to review, at any time, coverage, form, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit either Party's liability nor to fulfill the indemnification provisions and requirements of this Agreement. Each Party shall be solely responsible for payment of all premiums for its insurance coverages required under this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject. Notices of accidents and notices of claims associated with work being performed under this Agreement shall be provided to the other Party as soon as practicable after notice to the insured.

## **Section 12 Removal and Restoration**

12.1 **Ownership of Equipment.** The LFGTE Facility and related equipment, machinery, and fixtures, regardless of where, how, or for how long situated, shall remain the personal property and/or responsibility of Archaea except as otherwise provided in this Agreement. The LFG Management System and the Cameron H2S Treatment System and related equipment shall remain the personal property and/or responsibility of NEWSME except as otherwise provided in this Agreement.

12.2 **Upon Expiration or Termination of Agreement.** Upon the expiration or termination of this Agreement, Archaea shall at its sole expense, unless otherwise directed or agreed upon by NEWSME, remove all equipment from the LFGTE Facility within one year of expiration or termination, unless such deadline shall be extended by the Parties to a mutually agreeable date by written agreement. Archaea shall be responsible for all environmental remediation required as a direct result of the LFGTE Facility operations. NEWSME shall provide a base line environmental assessment, subject to Archaea's review, of the LFGTE Facility Site that establishes the existing conditions prior to the construction of the LFGTE Facility. Notwithstanding the foregoing or the provisions of Section 12.1, any capital improvements to or at the Landfill, including without limitation any capital improvements made by Archaea, shall be and remain the property of the

State without any compensation to NEWSME or Archaea. The parties agree and acknowledge that the Archaea Equipment, machinery, and fixtures do not constitute capital improvements.

12.3 Nothing in this Agreement or other documents shall be construed to create an obligation on NEWSME to buy any portions of the LFGTE Facility. Should Archaea fail to remove its equipment as required under Section 12.2, such property shall be deemed abandoned and (subject to Section 12.2) shall become the property of NEWSME. Should NEWSME or the State incur cost associated with the removal of abandoned equipment and/or site restoration associated with such abandonment, Archaea shall be liable for such cost. This liability shall expire twelve (12) months after the abandonment if NEWSME or the State has not notified Archaea in writing that site clean up has been completed or is underway, including the actual or estimated cost of such clean up.

### **Section 13 Force Majeure**

If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of and to the extent of such inability, provided that:

(a) The non-performing party, as immediately as possible, but no later than two (2) business days after the occurrence of the cause of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; and

(b) The suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; and

(c) No obligations of either party which arose prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and

(d) The non-performing party endeavors to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

Neither party shall be required to settle strikes, lockouts, or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its reasonable judgment, not in its best interest.

Should a Force Majeure event other than arising from permit approval periods extend for a period of six (6) months, either party shall have the right to terminate this Agreement.

### **Section 14 Termination**

14.1 Archaea's Default. The failure of Archaea to materially comply with any provision of this Agreement shall place Archaea in default. Prior to terminating the Agreement, NEWSME shall notify Archaea in writing of the default and shall make specific reference to the provision which gave rise to the default. NEWSME shall provide Archaea ten (10) business days from the date such Notification is received by Archaea to propose a written remedy and schedule (provided,

however, that a default involving a failure by Archaea to timely make a payment due hereunder shall not be subject to this sentence, and shall constitute a default entitling NEWSME to terminate this Agreement, and pursue its available remedies if not cured within ten (10) days of Archaea's receipt of written notice to Archaea of the same). NEWSME shall have the right to approve such remedy and schedule; such approval shall not be unreasonably withheld, delayed, or conditioned. If NEWSME disapproves of Archaea's proposed remedy and schedule, NEWSME may direct a reasonable alternative remedy and schedule. Any uncured default by Archaea under this Section 14.1 or Section 14.2 shall entitle NEWSME to terminate this Agreement.

14.2 Events of Archaea Default. Events of default by Archaea that are not substantially remedied as provided for above, warranting termination by NEWSME shall include, but are not limited to, one or more of the following:

(a) The filing by or against Archaea of a petition in bankruptcy which, in the case of a filing against Archaea, is not stayed or dismissed within forty-five (45) days, or the complete cessation of the business operations of Archaea;

(b) Failure by Archaea to make timely payment of any funds due NEWSME pursuant to Section 6, Payment;

(c) Failure by Archaea to maintain the LFGTE Facility in reasonably good working order throughout the term of this Agreement as provided herein;

(d) Failure to operate the LFGTE Facility as required in this Agreement, including without limitation a failure to maintain material compliance with environmental regulations and noise limitation and odor control requirements;

(e) Failure to pay for any damages appropriately assessed and due from Archaea, unless grounds exist to contest the validity or amount of same in good faith; or

(f) Failure to timely achieve the COD, as defined in Section 1.9 herein.

14.3 NEWSME's Default. The failure of NEWSME to comply with any provision of this Agreement, or the commencement by or against NEWSME of bankruptcy proceedings (which, in the case of proceedings initiated against NEWSME, are not stayed or dismissed within forty-five (45) days), shall place NEWSME in default. Prior to terminating the Agreement, Archaea shall notify NEWSME in writing making specific reference to the provision which gave rise to the default. Archaea shall provide NEWSME ten (10) business days to propose a written remedy and schedule which shall set forth the specific timeframe for curing default. In the event of a default which results in termination by Archaea, Archaea may remove, without the consent of the State, the Archaea Equipment, at NEWSME's sole cost and expense, but may not remove any capital improvements made by Archaea, which capital improvements shall be and remain the property of the State without any compensation to NEWSME or Archaea. Notwithstanding and without waiving the foregoing, Archaea shall notify NEWSME and the State prior to the removal of the Archaea Equipment. Such removal shall be conducted in a manner reasonably acceptable to NEWSME and the State, such acceptance not to be unreasonably withheld, conditioned, or delayed, and undertaken in a manner that does not unreasonably interfere with the operation of the Landfill. In the event of the LFGTE Facility's removal by reason of NEWSME's default

hereunder, NEWSME shall bear the reasonable cost of LFGTE Facility site remediation and restoration.

## **Section 15 Representations and Warranties**

15.1 Representations and Warranties of NEWSME. NEWSME hereby represents and warrants to Archaea, as of the date of execution of this Agreement, that:

(a) NEWSME is a duly organized, validly existing limited liability company in good standing under the laws of the State of Maine and has all requisite limited liability company power to own its properties and to carry on the business that is now being conducted, to execute and deliver this Agreement and to engage in the transactions contemplated in this Agreement.

(b) NEWSME has not entered into any other agreements with respect to the LFG or the rights conveyed to Archaea under this Agreement or with respect to any of the other rights conveyed to Archaea pursuant to this Agreement that could conflict with its obligations under this Agreement; Archaea shall receive the LFG free and clear of any liens or encumbrances.

(c) NEWSME holds the rights to the LFG necessary in order for it to perform its obligations hereunder.

(d) The execution and delivery of this Agreement and related documents have been duly authorized, and constitute legal, valid, and binding obligations of NEWSME which are enforceable in accordance with their terms and do not violate any law, rule or regulation.

15.2 Representations and Warranties of Archaea. Archaea hereby represents and warrants to NEWSME, as of the date of execution of this Agreement, that

(a) Archaea is a duly organized, validly existing entity in good standing under the laws of the State of Delaware and has all requisite corporate power to own its properties and to carry on the business that is now being conducted, to execute and deliver this Agreement and to engage in the transactions contemplated in this Agreement.

(b) The execution, delivery and performance by Archaea of this Agreement are within the corporate powers of Archaea, have been duly authorized by all necessary corporate action on the part of Archaea, and do not violate any law, rule or regulation, or the terms of the articles of incorporation or bylaws of Archaea.

## **Section 16 Assignment**

NEWSME and Archaea shall bind themselves and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Neither party hereto may sell, assign or transfer this Agreement or any interest it may have hereunder to anyone other than an Affiliate of such party, or in connection with the sale of all or substantially all of the assets of a party, or in connection with securing financing from third parties, without prior written

approval of the other party and the State, such approval to be not unreasonably withheld, delayed or conditioned, and provided that (except in connection with a collateral assignment to third parties in connection with secured finances) any such assignment shall not unduly interfere with the rights of the non-assigning party hereunder or the rights of the State, and further provided that (except in connection with a collateral assignment to third parties in connection with secured finances) such assignee agrees to be bound by the terms of this Agreement to the same extent as assignor. In no event will assignment relieve the assignor of its obligations hereunder. Notwithstanding the foregoing, without the consent of Archaea, upon termination of the OSA (other than upon expiration of the term of the OSA or the termination of the OSA as a consequence of the breach thereof by the State), NEWSME may assign to the State all of its rights under this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of NEWSME or Archaea, nor shall it be construed as giving any right or benefit hereunder to anyone other than NEWSME or Archaea.

### **Section 17 Notices**

Any notice to be given under this Agreement shall be in writing and shall be deemed to have been properly given and received (i) when delivered in person to the authorized representative of the party to whom the notice is addressed, or (ii) on the date received as indicated on the prepaid certified or registered receipt when sent by prepaid mail, return receipt requested, to the party to be notified at the address indicated as follows:

To Archaea:

Nicholas Stork  
111 Conner Lane  
Belle Vernon, Pennsylvania 15012

To NEWSME:

NEWSME  
110 Main Street, Suite 1308  
Saco, ME 04072  
Attn: Vice President

With a copy to:

Casella Waste Systems, Inc.  
25 Greens Hill Lane Rutland, VT 05701  
Attn: General Counsel

Either party may change such representative or address under this Agreement by providing written notice to the other party.

## **Section 18**

### **Miscellaneous**

18.1 Archaea covenants that it presently has no interest and shall not acquire an interest, direct or indirect, which shall conflict with the performances or services required to be performed under this Agreement. Archaea further covenants that in the performance of this Agreement, Archaea shall employ no person having any such interest.

18.2 Archaea shall comply with all federal, state and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

18.3 Severability. If any of the provisions contained in this Agreement is held for any reason to be invalid, illegal, or unenforceable, such a holding shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18.4 Modifications or Amendments. No modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herein.

18.5 Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

18.6 Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed as creating an association, joint venture or partnership between NEWSME and Archaea or to impose any partnership obligation or liability upon such parties. Neither NEWSME nor Archaea shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another party.

18.7 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maine. Venue shall be in Penobscot County, Maine. The parties hereby waive any and all right to a jury trial in any litigation connected to this Agreement.

18.8 Amendment to Agreement. NEWSME and Archaea agree that this Agreement and any exhibit or attachment hereto, or material incorporated by reference herein, set forth the entire agreement between the parties with respect to the subject matter hereof, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written amendment executed by the parties hereto.

18.9 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

18.10 Remedies Not Exclusive. The remedies in this Agreement are not exclusive and supplement any other remedies provided at law or in equity.

18.11 Third Party Rights, the parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party, except for those rights granted herein to the State.

*[Signature page follows]*



In Witness Whereof, the parties hereto have made and executed this Agreement on the day and year first written above.

ARCHAEA HOLDINGS, LLC ("Archaea")

ATTEST:

[Signature]

Date: 6/28/2019

By: ASW

Title: CEO

Name: Nicholas Stark

Date: 6/28/2019

NEWSME LANDFILL OPERATIONS, LLC  
("NEWSME")

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

In Witness Whereof, the parties hereto have made and executed this Agreement on the day and year first written above.

ARCHAEA HOLDINGS, LLC ("Archaea")

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

NEWSME LANDFILL OPERATIONS, LLC  
("NEWSME")

ATTEST:

*Nichole England*

Date: 6/28/19

By: *Brian Oliver*

Title: Vice President

Name: Brian Oliver

Date: 6/28/19

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), with an effective date of June 28, 2019 (the "Effective Date"), is by and between State of Maine, Department of Administrative and Financial Services, Bureau of General Services, (the "Grantor" or the "State"), and Archaea Holdings, LLC, a Delaware limited liability company (the "Grantee").

WHEREAS, the Grantor is the owner of the Juniper Ridge Landfill (the "Landfill" or "Premises") located in Old Town, Maine which is more fully described in an Operating Services Agreement (the "OSA"), including Exhibit A thereto, dated as of February 5, 2004, as amended by the First Amendment dated July 28, 2006, the Second Amendment dated November 2, 2006, and the Third Amendment dated December 21, 2015 by and between Grantor and Casella Waste Systems, Inc. ("Casella"); and

WHEREAS, pursuant to the OSA, Casella operates the Landfill; and

WHEREAS, the Landfill produces landfill gas, and Casella has constructed and installed, and currently operates and maintains, a collection, treatment and flaring system at the Landfill for landfill gas (the "LFG Management System"); and

WHEREAS, NEWSME Landfill Operations, LLC (an indirect wholly-owned subsidiary of Casella and assignee of Casella's rights under the OSA to landfill gas generated at the Landfill) and Grantee have entered into a Landfill Gas Rights Agreement dated as of June 28, 2019, (the "LGRA"), pursuant to which Grantee has agreed to construct, own, modify, relocate, remove, and operate at the Landfill a landfill gas utilization facility (the "LFGTE Facility") to accept and store, test, transport, process, sell, convey, trade, or otherwise make beneficial use of treated landfill gas and to obtain the Environmental Attributes associated therewith, including carbon credits, renewable energy credits, and other beneficial end use products, as described and on the terms set forth in the LGRA, including electric power and thermal energy; and

WHEREAS, Grantee wants to obtain a license to use a portion of the Premises for the building and equipment comprising the LFGTE Facility and for the ability to access, install, construct, operate, service, maintain, relocate, modify, and remove the LFGTE Facility and to provide certain other services to Casella, all on the terms and conditions set forth in the LGRA; and

WHEREAS, the Grantor is willing to enter into a license with Grantee to permit Grantee to use a portion of the Landfill for the LFGTE Facility under certain terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. LICENSE. As of the Effective Date, Grantor hereby grants to Grantee the following rights for the Term (as defined below) and any subsequent renewal thereof, subject to

and in accordance with the terms, conditions and restrictions set forth herein (collectively, the "License Rights"):

1.1. The right, at no cost to the Grantor, (exercisable by Grantee and its successors, permitted assignees, contractors, sub-contractors, affiliates, partners, employees, and agents) to construct, install, operate, service, modify, remove, relocate, and maintain the LFGTE Facility on the location within the premises indicated on Exhibit A, attached hereto and made a part hereof, or such other location at the Landfill mutually consented to in writing by Casella and Grantor (the "Premises"), which consent shall not be unreasonably withheld, delayed or conditioned, subject in all cases to the receipt of all necessary permits, licenses and approvals, including, but not limited to, a minor revision of the Landfill license, an air license, and site plan approval by the City of Old Town; and to have access to the Premises otherwise to the extent reasonably necessary or convenient in order for Grantee to perform its obligations and to exercise the rights granted to it under the LGRA, such access to be on a twenty-four (24) hours per day, seven (7) days per week basis. No change in the location of the LFGTE Facility may occur without the written agreement of the Grantor and Casella. Grantor shall work in good faith with Grantee to obtain permits, licenses, and approvals; all costs to be paid by Grantee.

1.2. The right (exercisable by Grantee and its successors, permitted assignees, contractors, sub-contractors, affiliates, partners, employees, and agents), in connection with the exercise of the rights set forth in paragraph 1.1, to access by pedestrian and vehicular means the Premises over, across, and through all existing roads, travel ways, and walkways at the Premises as the same may be modified or relocated during this or any subsequent Term, and including the right to access the LFGTE Facility through other portions of the Premises, as may be agreed to from time to time by Casella and the State, or as necessary or convenient to gain access to the LFGTE Facility for the purposes set forth herein or as necessary or convenient to Grantee's rights and obligations in the LGRA.

2. TERM. The term of this License Agreement (the "Term") shall commence on the Effective Date, and shall automatically expire upon the earlier of (a) the termination of the LGRA; (b) a breach by Grantee of this License which is not cured by Grantee within thirty (30) days after receipt by Grantee of written notice thereof (provided, however, that in the event of a breach which, by its nature, will require greater than thirty (30) days to cure, Grantee and the parties may extend the period allowed for cure of such breach to a mutually agreeable date by written agreement); or (c) the termination of the OSA and the completion of the post-closure period contemplated by the OSA (the "Termination Date"). Grantor agrees to provide Grantee with prompt written notice of any action taken by Grantor or Casella to terminate the OSA. Grantor and Grantee agree to negotiate in good faith with respect to the continuation of Grantee's operations on the Premises following the termination or expiration without renewal of the OSA on terms materially similar to those herein and as set forth in the Landfill Gas Rights Agreement between NEWSME Landfill Operations, LLC and Grantee, subject, however, to a determination by Grantor that Grantee is in full compliance with all the conditions attendant to the granting of this License, Grantor further agrees that, in the event of the termination or expiration without renewal of the OSA, Grantee shall have a right of first refusal regarding any LFGTE project located at the Landfill for a period of five (5) years subsequent to such termination or expiration without renewal.

### 3. REMOVAL AND RESTORATION.

3.1. Ownership of Equipment. The machinery or equipment employed by Grantee in the operation of the LFGTE Facility, the LFGTE Facility itself, and all machinery, equipment, or fixtures purchased or provided by Grantee throughout this Term and any subsequent renewal thereof, regardless of where, how, or for how long situated, shall remain the personal property and/or responsibility of Grantee. For the purposes of this License Agreement, the term "Equipment" shall mean the machinery and equipment listed in Exhibit B attached hereto and made a part hereof (together with any replacements thereof or additions thereto, as may be agreed to in writing by the parties from time to time, the agreement of the State not to be unreasonably withheld, delayed or conditioned, or as required for the operation of the LFGTE Facility).

3.2. Upon Expiration or Termination of Agreement. Upon the expiration or termination of this License Agreement, Grantee shall at its sole expense, unless otherwise directed or agreed upon in writing by the State and Casella, remove all Equipment from the LFGTE Facility site within one year of expiration without renewal or termination, provided such deadline may be extended by the Parties by mutual consent via written agreement, and restore the Premises to their original condition or as otherwise may be agreed to in writing by Grantee and Casella, provided that Grantee shall not be responsible for the restoration or remediation of conditions or site changes of any description occurring naturally or caused by any person or entity other than Grantee or its agents. Grantee shall be responsible for all environmental remediation required as a result of the LFGTE Facility operations, and shall indemnify and hold the State and Casella harmless for any environmental violations and cost of remediation arising from the same. Notwithstanding the foregoing, or the provisions of Section 3.1, any capital improvements to or at the Landfill made by Grantee, excluding the LFGTE Facility, shall be and remain the property of the State without any compensation to Grantee, and the State shall accept such capital improvements "AS IS," "WITH ALL FAULTS," and without warranty or representation of any kind. The State and Grantee agree and acknowledge that the Equipment identified in Exhibit B (together with any replacements thereof or additions thereto, as may be agreed to in writing by the parties from time to time, the agreement of the State not to be unreasonably withheld, delayed or conditioned, or as required for the operation of the LFGTE Facility) does not constitute capital improvements and that the items identified on Exhibit C shall be deemed to constitute capital improvements. Grantee will promptly notify the State of the specific details of the items listed on Exhibit B (make, model, serial number) as they become known to Grantee.

3.3. In the event the Grantee fails to remove its Equipment as required under this Section 3, such Equipment shall be deemed abandoned and shall become the property of the State, "AS IS," "WITH ALL FAULTS," and without warranty or representation of any kind. Should the State and/or Casella incur costs associated with the removal of the abandoned Equipment, and/or site restoration associated with such abandonment, the Grantee shall be liable for such costs as are actually paid.

### 4. CONDITIONS. The grant of this License is subject to the following:

4.1. Grantee shall not cause or permit the filing of any contractors' or mechanics' liens against the Premises (or any assets of Casella or its affiliates) in connection with the exercise of any of the License Rights. In the event any such lien is filed, Grantee agrees to

arrange for discharge of the lien within thirty (30) days of the date the lien is filed, unless grounds exist for contesting the validity or enforceability of any such lien(s) and Grantee provides Grantor with reasonable financial assurance, not including a bond, with respect to the removal or discharge of such lien(s).

4.2. The exercise of the License Rights granted herein by the Grantee, or its successors, permitted assignees, invitees, contractors or agents, shall be undertaken in such a manner so as to minimize any disruption or interference with Casella's operation of the Landfill. While present on the Premises, Grantee, its successors, permitted assignees, invitees, contractors and agents shall comply with the Casella's safety and security procedures and manuals that are applicable to the Premises.

4.3. The exercise of the License Rights granted herein by Grantee, or its successors, permitted assignees, contractors, invitees or agents, shall be undertaken in compliance with and subject to all applicable laws, regulations, ordinances, permits and licenses, and with the terms of the OSA (a copy of which Grantee acknowledges receiving). Without limitation of the foregoing, Grantee acknowledges the provisions of Section 2.2(a) and 15.2(c) of the OSA relating to ownership of improvements to the Premises upon termination of the OSA, which may not permit Grantee to take certain actions contemplated by Section 12.2 of the LGRA, attached hereto and made part hereof as Exhibit D, relating to the removal of items from the Premises by Grantee upon expiration or termination of the LGRA.

4.4. Grantee shall notify Grantor of any material modifications or amendments to the LGRA agreed to by Grantee and Casella.

4.5. The Grantor acknowledges and agrees that Grantee, from time to time, without the prior approval or consent of Grantor, may grant security interests in this License Agreement, Grantee's rights hereunder, and/or in the Equipment employed by Grantee in the operation of the LFGTE Facility, as security for one or more financings of Grantee. The Grantor agrees that, upon the request of Grantee, from time to time, the Grantor will execute subordination and collateral access agreements in favor of Grantee's lenders in form and substance reasonably acceptable to Grantor without unreasonable condition or delay; provided, however, any such subordination shall only be with regard to the Equipment and not the State-owned land or Premises.

5. INDEMNITY. Grantee shall defend, indemnify, release and hold Grantor, its parents, subsidiaries and affiliates (including the respective officers, employees and agents of the aforementioned entities) and Casella (collectively, the "Indemnitees"), harmless from and against any and all claims, demands, actions, suits, damages, liability, loss, costs, and expenses, including reasonable attorneys' fees, brought against, suffered, or incurred by the Indemnitees resulting from the negligent exercise by Grantee and its successors, permitted assignees, agents, contractors, invitees and invitees' agents, employees and authorized contractors ("Grantee Affiliates"), of rights granted under this License Agreement or under the LGRA, any negligent activities reasonably related thereto, and any intentional misconduct or willful violation of law or this License Agreement by Grantee or Grantee Affiliate, except in either case to the extent such claims, demands, actions, suits, damages, liability, loss, costs, and expenses result primarily from the negligence, intentional misconduct or willful violation of law or this License Agreement by Indemnitees, or the acts or omissions of any person other than Grantee or any Grantee Affiliates.

6. INSURANCE. At all times during the Term, Grantee shall carry and shall cause its contractors to carry the insurance policies described in Section 11 of the LGRA (as amended). Such policies of insurance shall name the State and Casella as additional insureds. Grantee shall provide prompt notice to Grantor of the cancellation of such policies or any changes to the specifications relating to insurance coverages as more fully set forth in the LGRA.

7. NOTICES. All notices and other communications required or permitted under this License Agreement shall be in writing and shall be given by hand delivery, certified mail or nationally recognized overnight delivery service. Any such notice shall be deemed to be delivered, whether actually received or not, upon the earlier of (a) actual receipt or (b) one day following deposit in a regularly maintained receptacle for United States mail, postage prepaid, or (c) upon deposit with a nationally recognized overnight delivery service, postage prepaid or billed to shipper, addressed as follows:

If intended to Grantee:

Archaea Holdings, LLC  
111 Conner Lane  
Belle Vernon, Pennsylvania 15012  
Attn: Nicholas Stork

If intended to Grantor:

State of Maine  
Department of Administrative and Financial Services  
Bureau of General Services  
77 State House Station  
Augusta, ME 04333-0077  
Attn: Director of the Bureau of General Services

With a copy to:

Attorney General, State Maine  
Office of Attorney General  
6 State House Station  
Augusta, ME 04333-0006

Any party may change the address to which its future notices shall be sent by notice given as above, provided that such a change shall be effective only upon receipt.

8. MISCELLANEOUS.

8.1. None of the terms or provisions of this License Agreement shall be deemed to create an agency, partnership, or other like relationship between Grantor and Grantee in their respective businesses or otherwise, nor shall this License Agreement be considered joint venture

or the parties members of any joint enterprise. The parties do not intend to, and expressly do not, create any rights in third parties hereby, except in Casella as explicitly stated herein.

8.2. It is understood and agreed that all understandings, agreements or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto with respect to the subject matter hereof are superseded by this License Agreement, which document alone fully and completely expresses the parties' agreement with respect to the matters covered hereby. This License Agreement may not be modified in any manner except by a subsequent instrument in writing signed by Grantor and Grantee and, in the case of any amendment materially changing the scope of the License Rights or adversely affecting any provision benefiting Casella, approved by Casella.

8.3. This License Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.

8.4. This License Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine and shall be binding upon the successors and assigns of both Grantor and Grantee. Casella is an intended third party beneficiary of this License Agreement with respect to the provisions referring to it.

8.5. This License Agreement may not be assigned by Grantee without the prior written consent of Grantor and Casella, which consent may not be unreasonably withheld or conditioned. Any direct or indirect change in the ownership of a majority of the voting interests in Grantee, in a single transaction or series of related transactions, shall be deemed to constitute an assignment of this License Agreement requiring such consent.

8.6 In the event any portion of this Agreement is invalid, illegal, or otherwise unenforceable under applicable law, the remainder of this Agreement shall remain in effect and the parties shall cooperate in good faith to amend or replace such invalid, illegal, or unenforceable portion so as to give effect to its intent as closely as practicable.

*[The next page is the signature page.]*



IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed and delivered by their duly authorized representatives.

Dated: June 28, 2019

**Archaea Holdings, LLC**

By: 

Its: CEO

Name: Nicholas Stork

Dated: \_\_\_\_\_, 2019

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND  
FINANCIAL SERVICES,  
BUREAU OF GENERAL SERVICES

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

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

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

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed and delivered by their duly authorized representatives.

Dated: \_\_\_\_\_, 2019

**Archaea Holdings, LLC**

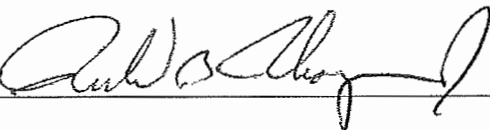
By: \_\_\_\_\_

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

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

Dated: July 1, 2019

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND  
FINANCIAL SERVICES,  
BUREAU OF GENERAL SERVICES

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

Its: Deputy Commissioner

Name: Richard B. Thompson, Jr.

**EXHIBIT A**

**(See Attached)**



## **EXHIBIT B**

### **Initial Equipment**

LFGTE Facility equipment (sometimes, "Equipment") will include, without limitation, the following equipment (together with any replacements thereof and additions thereto):

- Gas Compression
- Gas Treatment components
- Engine-Generators and associated ancillary equipment
- Generation Switchgear
- Generation substation equipment
- Controls and Motor Control Centers associated with above equipment
- Plant office equipment, spare parts inventory
- Any additional or other equipment, machinery, fixture, or facility provided, arranged for, or purchased by Grantee prior to or during this or any subsequent Term, or during any post-Term period.
- Any improvement, alteration, modification, or addition to the above.

**EXHIBIT C**

Capital Improvements

Driveway

Fencing

Landscaping