

**AMENDED AND RESTATED
LANDFILL GAS RIGHTS AGREEMENT**

This **AMENDED AND RESTATED LANDFILL GAS RIGHTS AGREEMENT** ("**Agreement**"), dated as of _____, 2025, between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida ("**City**"), and **TRAIL RIDGE ENERGY, LLC** a Michigan limited liability company authorized to do business in Florida ("**Producer**"). City and Producer may each be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the City owns the Trail Ridge Landfill located at 5110 U.S. Highway 301 South in Baldwin, County of Duval, Florida; and

WHEREAS, the City and Producer entered into that certain Landfill Gas Rights Agreement dated April 1, 2008 (the "**2008 Agreement**"), as amended and restated by this Agreement; and

WHEREAS, the City and Producer entered into that certain Lease Agreement dated April 1, 2008, as amended by the First Amendment to Lease Agreement between the Parties dated of even date herewith (collectively, the "**Lease**"); and

WHEREAS, the City and Producer have decided to explore an expansion of the existing methane gas recovery project on the City's Trail Ridge Landfill; and

WHEREAS, the City has contracted with Trail Ridge Landfill, Inc., a Waste Management company ("**Landfill Operator**") to operate the Landfill (the "**LO Agreement**"), and as operator of the Landfill, as of the date of this Agreement, City holds the operational permitting relating to such Landfill; and

WHEREAS, Producer, City and Landfill Operator are parties to a Three-Party Contract also dated April 1, 2008 (the "**Three-Party Contract**"), as amended; and

WHEREAS, the parties desire to enter into this Agreement to incorporate their agreed-upon revisions to the 2008 Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Producer hereby agree 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 2008 Agreement has the meaning set forth in the Recitals.
- 1.2 Lease has the meaning set forth in the Recitals.
- 1.3 City Evaporator(s) means any evaporator owned by the City located on the Landfill used to evaporate the water from leachate or other liquids in the Landfill and concentrate any remaining solids.

- 1.4 City Evaporator(s) Services means services for the City's Evaporator as described in Exhibit C.
- 1.5 Commercial Operations Date means collectively the Electric Facility Commercial Operations Date and the RNG Facility Commercial Operation Date.
- 1.6 Commercial Quantities means at least 50% of the RNG Facility Capacity.
- 1.7 Condensate means the liquid formed from the condensing of the vapors that occur during the collecting, processing and transporting of Landfill Gas.
- 1.8 Condensate Delivery Point means one or more location(s) where Condensate is delivered from Producer to City as designated on Exhibit B.
- 1.9 Electric Energy means the electrical energy and related products generated by Producer's Electric Facility using Landfill Gas provided hereunder by City, and shall include, without limitation, electric power, thermal energy, CO₂, or similar products or by-products thereof any and all Environmental Attributes associated therewith.
- 1.10 Electric Facility means, collectively, the landfill gas-fired electric generation facility, consisting initially of up to six (6) 1.6 MW engines, and other facilities capable of using landfill gas or natural gas to create electricity, switchgear, motor control centers, office and parts storage, meters, emissions monitoring devices, pumps, compressors and piping owned and operated by Producer.
- 1.11 Electric Facility Commercial Operations Date means December 1, 2008.
- 1.12 Energy means collectively the Electric Energy and the RNG Energy or similar products or by-products thereof.
- 1.13 Energy Revenues means (i) the revenue that Producer receives from any sale of Energy to a third party; and (ii) if Producer uses the Electric Energy to self-power, any equivalent savings that Producer derives from the power it would have otherwise purchased from a third party to power the Project, to the extent that such self-power is produced using Landfill Gas.
- 1.14 Environmental Attributes means any and all credits, benefits, emissions reductions, offsets, incentive payments, and allowances of any kind or nature, howsoever entitled, attributable to the use of Landfill Gas for the production of renewable natural gas, the generation of electricity, for purposes of any other renewable energy application, for reduction of air emissions of any kind or nature or for any other environmental benefit of any kind or nature, in each case whether now existing or hereafter arising and includes, without limitation, the generation of energy, recycling of energy or displacement of conventional energy generation. By way of example, Environmental Attributes include, but are not limited to: (i) renewable identification numbers ("RINs") and/or renewable electricity renewable identification numbers ("eRINs"), low carbon fuel standard credits ("LCFS"), carbon credits, renewable energy credits (REC), or any other or future credits associated with landfill gas, including the Landfill Gas; (ii) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (iii) any avoided emissions of CO₂, methane (CH₄) and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (iv) the Reporting Rights (as defined herein) to these avoided emissions.

Environmental Attributes do not include tax credits that are applicable to a state or federal income taxation obligation, resulting from electricity generation facilities installed or operated by Producer including the Project or any maintenance of, or improvements to, the Landfill's wells made or paid for by Producer and any other associated contract or right and other financial incentives in the form of financial credits, financial reductions, or financial allowances associated with such facilities. Reporting Rights as used herein shall mean the right of a person or entity that has purchased or owns Environmental Attributes to report it in compliance with any governmental authority, organization, or other party under any compliance, voluntary, trading, or reporting program, public or private and to any person, customers, or potential customers, and including without limitation, for purposes of compliance, marketing, advertising, or otherwise.

1.15 Environmental Laws means any applicable federal, state, or lawfully promulgated local governmental law, statute, rule, regulation, order, consent decree, decree, judgment, permit, license, covenant, deed restriction, ordinance or other requirement or standard relating to pollution or the regulation or protection of health, safety, natural resources, or the environment, as now existing or hereafter in effect, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposals of hazardous substances as defined by CERCLA, (hereinafter Hazardous Substances) or Hazardous Materials (as hereinafter defined) into the air, water, land or groundwater, to the withdrawal or use of groundwater, to the regulation of Greenhouse Gas emissions, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of Hazardous Substances. "Environmental Laws" shall include, but shall not be limited to, the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"), as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act of 1970; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Oil Pollution Act of 1990; all as amended; or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect.

1.16 Existing Flare(s) means the equipment owned by the City and/or Landfill Operator for the combustion of Landfill Gas, which conforms to federal, state and industry standards in existence as of the date of this Agreement.

1.17 Force Majeure means any event beyond the control of a party which results in the failure of some performance under this Agreement including, but not limited to: acts of God such as wind, hurricane, tornado, fire, lightning, epidemic, earthquake, landslide, flood, governmental restraint; vandalism (that could not have been prevented through reasonable actions of the affected party); strike, lock-out; or other similar industrial disturbance; acts of public enemies; insurrection; military action; war, whether or not it is declared; sabotage; riot; civil disturbance; or any similar cause or event not reasonably within the control of the party claiming Force Majeure.

1.18 Gas Collection and Control System means the existing and future network of active Landfill Gas extraction wells or trenches interconnected through lateral and header piping

combined with control valves, pumps, as well as leachate infrastructure utilized to manage liquids generated during gas extraction and other related equipment installed by the City for the purpose of extracting and recovering Landfill Gas at the Landfill.

1.19 Gross Revenues means (a) the amount of Energy Revenues received by Producer in a calendar month less (b) out-of-pocket costs actually incurred by Producer and paid to a third party in connection with the transportation, marketing, and sale of the Energy and the Environmental Attributes. For the avoidance of doubt, such out-of-pocket costs do not include any costs related to the production of Energy.

1.20 Hazardous Materials and Hazardous Substances (collectively, the “Hazardous Materials”) means (i) any hazardous or toxic substance, material or waste, including, but not limited to, any substance, product, or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., all as amended; or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; and (ii) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, equitable indemnity, or strict liability or under any reported decisions of a state or federal court.

1.21 Landfill or Landfill Property means that real property known as the Trail Ridge Landfill (including all current and future expansions), owned by the City and situated in Duval County, Florida which is described in Exhibit A hereto.

1.22 Landfill Gas or LFG means any and all gases resulting from the decomposition of refuse Landfill material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases.

1.23 LFG Delivery Point means one or more location(s) where Landfill Gas is tendered from City to Producer at the Electric Facility and/or the RNG Facility as designated on Exhibit B. For greater clarity, the Electric Facility could have a LFG Delivery Point that is different than the LFG Delivery Point for the RNG Facility but each one or both shall be considered the LFG Delivery Point for purposes of this Agreement.

1.24 Landfill Operator means Trail Ridge Landfill, Inc., a subsidiary of Waste Management.

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

1.26 Plant Site means an area of land owned by the City as more particularly described in Exhibit A of the Lease.

1.27 Producer’s Evaporator(s) means any evaporator, sized at no less than 30,000 gallons per day and up to 50,000 gallons per day, owned by the Producer located on the Landfill used

to evaporate the water from the City's leachate or other liquids in the Landfill and concentrate any remaining Residuals.

1.28 Project means the Electric Facility, the RNG Facility or any other facility, building, enclosure or equipment that will process and deliver Energy to a third party or any facility that is derived from or supports such processing and delivery of Energy, including Producer's Evaporator, (whether located on the Landfill or a third party property in close proximity to the Landfill or whether owned by Producer or another party serving the Project) including, without limitation, (a) pipeline(s) needed to transport the LFG from the LFG Delivery Point to the Project; (b) all equipment required for a communications interface with City's Gas Collection and Control System; (c) any pipeline, lines, or other facilities needed to transfer Condensate collected by Producer to the Condensate Delivery Point; (d) any pipeline, lines or other facilities needed to transfer the Energy to the utility interconnect that Producer or the utility will construct, own, and operate to produce, purify and/or compress Energy for sale to third parties. For the avoidance of doubt, the Project shall not include any part or portion of City's facilities, including the Gas Collection and Control System, Existing Flare(s), and City Evaporator(s).

1.29 Project Property Taxes means any property or property related taxes levied on the Project by the City, county, state or similar governmental authority.

1.30 Prudent Industry Practices means any of the practices, methods, standards and acts engaged in or approved by a significant portion of the landfill gas industry in the United States that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, safety and expedition. Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be acceptable practices, methods and acts generally accepted in the United States having due regard for, among other things, manufacturers' warranties and applicable legal requirements.

1.31 Renewable Natural Gas or RNG means processed Landfill Gas that (i) meets the pipeline quality standards for natural gas for the pipeline into which such Renewable Natural Gas is delivered by Producer and (ii) contains all the Environmental Attributes associated with the Landfill Gas which is the feedstock for the Renewable Natural Gas.

1.32 Reporting Rights means the right of a person or entity that has purchased or owns Environmental Attributes to report it in compliance with any governmental authority, organization, or other party under any compliance, voluntary, trading, or reporting program, public or private and to any person, customers, or potential customers, and including without limitation, for purposes of compliance, marketing, advertising, or otherwise.

1.33 Residuals means sludge and solids produced from the operation of a leachate evaporator(s) and contained in storage tanks.

1.34 RNG Energy means the products generated by Producer's RNG Facility that are derived from Landfill Gas provided hereunder by City, which may include RNG, processed LFG, thermal energy, CO2 or similar products or byproducts thereof and shall include, without limitation, any and all Environmental Attributes of the Landfill Gas used to produce such RNG Energy.

1.35 RNG Facility means the landfill gas processing facility owned and operated by Producer capable of producing renewable natural gas.

1.36 “RNG Facility Capacity” is planned at 3,000 standard cubic feet per minute (“scfm”) inlet to the RNG Facility. The actual RNG Facility Capacity shall be provided by Producer to City in writing prior to the RNG Facility Commercial Operation Date. The actual RNG Facility Capacity shall be no greater than 4,000 scfm, unless mutually agreed to in writing by the parties.

1.37 RNG Facility Commercial Operations Date means the date on which (1) construction and installation of the RNG Facility has been completed, and (2) Producer is capable to begin delivery of RNG Energy to a third party after the RNG Facility Startup Date.

1.38 RNG Facility Startup Date means the time and date on which the RNG Facility is available to accept and process the Landfill Gas for startup and commissioning purposes, as determined by Producer with notice of such determination to City.

1.39 Term has the meaning set forth in Section 5.1 of this Agreement.

SECTION 2 – RIGHTS GRANTED TO PRODUCER

Subject to the provisions of this Agreement, the City hereby grants to Producer the following:

2.1 Landfill Gas. Producer has the exclusive right to process, develop, and utilize all Landfill Gas collected in and delivered by the Gas Collection and Control System to the LFG Delivery Point(s) described in Exhibit B and Producer shall have the exclusive right to claim any tax credits which may be associated with Landfill Gas, except for as provided in the Three-Party Contract. Producer shall also have the exclusive right to claim and utilize any Environmental Attributes which may be associated with Landfill Gas, except for as provided in the Three-Party Contract. If during the Term of this Agreement, Commercial Quantities are not available to Producer at the Landfill, then the Producer may, upon written notice to the City (any such notice a “Deficiency **Notice**”), require the City to cure the deficiency within thirty (30) days of the date of the Deficiency Notice unless such cure cannot be completed within such thirty (30) day period, in which case Producer will not take any further action against the City so long as the City is in good faith diligently and expeditiously attempting to cure such deficiency in accordance with Section 3.6 and Exhibit C of the Three Party Agreement. If, after such cure period, Commercial Quantities are still not available to Producer at the Landfill, then Producer may terminate this Agreement in accordance with its terms.

2.2 Plant Site Use. City will make available to Producer a Plant Site, in its “as is” condition, as depicted on Exhibit A in the Lease, for construction of the facilities, including the Electric Facility and the RNG Facility, commencing as of the effective date of this Agreement and terminating at the expiration or termination of this Agreement. City hereby covenants (i) that it has title to the Plant Site in fee and (ii) that Producer shall, subject to the rights of the Landfill Operator under the LO Agreement, have quiet and peaceable access to and use of the Plant Site during the term of this Agreement so long as Producer is not in default of its obligation under this Agreement or the Lease. The parties agree that Producer shall (a) be responsible for any wetlands mitigation required to be performed with regard to the Plant Site, and (b) be solely responsible for all costs and fees for constructing the Project on the Plant Site, including all

costs and fees associated with wetlands mitigation relating to the Plant Site. Except only as explicitly provided otherwise herein, the Plant Site shall not be deemed to include the Project.

2.3 Access. The City will provide Producer with access to the Plant Site and the Project, which may include access over the Landfill and other City owned or leased property (“City Property”), as reasonably necessary to permit the construction, installation, operation and maintenance of the Landfill Gas transmission lines, sewer, electric, gas, water and telephone lines that are necessary for the operation of the Project, as reasonably determined by Producer and the City, and, if necessary, for the installation of Condensate disposal lines to connect the Project with the Condensate Delivery Point. Such access shall be more particularly described in the Lease.

2.4 Lease Amendment. Contemporaneously with the execution of this Agreement, City and Producer shall execute and record the First Amendment to Lease Agreement.

SECTION 3 – OBLIGATIONS OF CITY

3.1 Obligations. It is understood that the City does not operate the Landfill itself, but City holds the operational permitting for the Landfill. The operation of the Landfill is by the Landfill Operator under the LO Agreement. The City agrees to work with Producer and the Landfill Operator to assist in the implementation of the Project to the extent required by the Three-Party Contract.

Subject to these limitations and reasonable efforts and its abilities, City shall:

- a. Not unreasonably interfere with the Producer’s construction, operation and maintenance of the Project, providing Producer is complying with all applicable laws and regulations including but not limited to applicable Environmental Laws. This obligation shall not, however, excuse Producer from obtaining all applicable building and other permits and approvals and shall not obligate the City to issue such permits and approvals if Producer’s Project fails to otherwise qualify for such permits and approvals;
- b. Notify any of its independent contractors and Landfill Operator to avoid committing any interference, disruption, or destruction of the Gas Collection and Control System or Producer’s Project;
- c. Meet any and all applicable federal, state and local laws, rules, ordinances and regulations relating to or regulating the construction of the Landfill;
- d. To the extent permitted by law, assign such permits or other approvals, as may be necessary for Producer to undertake the activities contemplated in this Agreement;
- e. Upon Producer’s reasonable request, and at Producer’s expense, make available for inspection and/or copying all documents in the City’s possession regarding Landfill Gas production from the Landfill, the quantity and type of refuse in the Landfill, tipping records, etc.;
- f. Make available to Producer, at Producer’s reasonable request, any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and Producer’s activities contemplated in this Agreement;

- g. Provide reasonable assistance at Producer's cost as may be necessary for Producer to obtain available property and/or other tax exemptions or other tax related benefits;
- h. Provide reasonable assistance at Producer's cost as may be necessary for Producer to obtain any permits required to undertake the activities contemplated in this Agreement;
- i. Cooperate with Producer to maximize Landfill Gas quality and quantity in accordance with the Landfill Gas Delivery Requirements and Section 3.6 of the Three-Party Contract;
- j. As reasonably requested by Producer, with cooperation from and at Producer's cost for third party expense, City shall register with the Environmental Protection Agency as a biogas producer and will register the Landfill as a biogas production facility and comply with all applicable record keeping, reporting, registration and other requirements of the Renewable Fuel Standard originated with the Energy Policy Act of 2005, as expanded, extended or amended from time-to-time including the Energy Independence and Security Act of 2007 applicable to biogas producers such that valid Environmental Attributes (including without limitation, RINs) can be generated on the LFG or biogas transferred to Producer;
- k. City shall provide City Evaporator(s) Services and shall allow Producer to install Producer's Evaporator as described in Exhibit C;
- l. City shall own and operate Existing Flare(s); and
- m. City shall cooperate in good faith with Producer in providing additional property access and use rights for any additional facilities required by Producer to satisfy its obligations under this Agreement, including, but not limited to, easement rights to install, operate and maintain above and below grade pipeline facilities required for Producer to transport RNG from the RNG Facility; provided, however, that any such property access and use rights that under applicable law require approval of the City Council may not be granted absent City Council approval.

SECTION 4 – OBLIGATIONS OF PRODUCER

4.1 Project. Producer shall, at its sole expense, design, permit, install, construct, operate and maintain the Project on the Plant Site in accordance with federal, state and local laws, rules and regulations including but not limited to applicable Environmental Laws, and Prudent Industry Practices. Producer shall submit all design plans to the appropriate governmental departments and/or agencies for review and approval.

4.2 Operations. Producer shall operate the Project in a reasonably prudent and safe manner, in accordance with good engineering practices and Prudent Industry Practices, and in a manner consistent with that used by industry specialists providing similar services. Producer shall maintain the Project in good working order throughout the term of this Agreement. Producer is aware that the Landfill is active and operating and does not contain final cover. Furthermore, it is understood and agreed by the parties that the City's primary obligation and purpose is the efficient management and operation of the Landfill and all associated environmental control systems, and that the rights granted to Producer under this Agreement and the Three-Party Contract shall remain secondary to such Landfill management and operation. The operation of the Project shall not, therefore, unreasonably interfere with the management and operation and regulatory requirements of the Landfill and associated environmental control systems. Producer shall provide City Evaporator(s) Services as described in Exhibit C.

4.3 Good Faith. Producer shall perform its obligations hereunder in good faith and acting reasonably, cooperating fully with the City and the Landfill Operator so that the City can meet its responsibilities and obligations both under this Agreement and the LO Agreement (which is the agreement between the City and the Landfill Operator). Producer shall comply with all federal, state and local laws, rules and regulations, including but not limited to Environmental Laws, applicable to the work being performed under this Agreement.

4.4 Liens and Claims. Producer shall neither suffer nor permit to be enforced against the City's interest in and to the Landfill or other City property, any lien, claim or demand arising from any construction, installation, repair, restoration, alteration, maintenance or removal of the Project by Producer or any of Producer's contractors, subcontractors or suppliers. All contractors, subcontractors and suppliers are hereby charged with notice that they may look solely to Producer to secure any payment due to the Project (except liens, claims or demand suffered by or arising from the actions of City). In addition to other remedies available to City hereunder, in all cases of nonpayment by the Producer or any contractor, subcontractor or supplier of Producer of any sums of money due for labor, materials, supplies, equipment, or other items in performing under this Agreement, or at any time there should be evidence of a lien or claim chargeable to Producer or any contractor subcontractor or supplier of Producer for which, if established, City might become liable, the surety or bonding company shall indemnify and hold harmless City against any such liens or claims. Producer shall, however, be entitled to grant such liens, encumbrances or security interests in the Project and Producer's rights under this Agreement, the Three-Party Contract, and the Lease as are necessary to obtain financing for the construction and operation of the Project.

4.5 Environmental Attributes and Tax Credits. Producer shall have the exclusive right to claim all credits, allowances and certificates associated with the Landfill Gas, which it owns pursuant to the Agreement, and which arise out of the construction or operation of the Project. These credits, allowances and certificates include all production tax credits, investment tax credits, Environmental Attributes arising out of the construction or operation of Project, including any expansions thereof, or Producer's consumption of Landfill Gas.

4.6 New Technologies. New technologies may emerge which could affect City and Producer's operations. Should this situation occur, City and Producer shall cooperate with each other in order to minimize any negative impacts of the change or maximize gas utilization as a result of the change.

4.7 Payments.

a) Producer shall make the following payments to City:

- i. Payments for LFG. Producer shall pay City \$193,500 each year, payable in monthly payments of \$16,125.
- ii. Payment for LFG Delivered. Producer shall pay a Landfill Gas fee as provided below, payable in monthly installments. Payments noted in clauses a. and b. below are for the total quantity of Landfill Gas delivered to the

Producer on a monthly basis as determined by the flow meters at the LFG Delivery Point(s). The accuracy of the flow meters owned by Producer shall be certified once a year by a duly qualified third party and such certification shall be provided to the City.

- a. \$0.25 per metric million British Thermal Unit (“mmBTU”) upon signing of this Agreement until April 1, 2029, escalated at the average CPI for the past 12 months calculated on April 1st of each year (CPI shall never be less than zero for this calculation), with “CPI” meaning the Consumer Price Index All Urban Consumers, US All Items, 1982-84 = 100, CPI Series 1.0. CUUR0000SA0 or any similar index which takes the place of the CPI, and
- b. ten percent (10%) of Gross Revenues, beginning on April 1, 2029 through the end of the Term, payable in monthly installments. The amount remitted to the City based on Gross Revenues shall be attested to annually and provided to the City by no later than March 31 by an independent licensed CPA hired by Producer.

Calculation of mmBTU for the billing period is by the following method:

$$\text{mmBTU per billing period} = \frac{A \times B \times C}{D}$$

where:

A= Totalized Landfill Gas flow by cubic foot recorded in the respective billing period

B = Methane Content of Landfill Gas stated in a decimal

C = Constant Value of 1,012.32 BTU (HHV) per cubic foot

D = Factor of 1,000,000

Payments in this Section 4.7(a) shall be reduced by any Project Property Taxes as Producer substantiates in writing to City.

- b) Leachate Storage Tank. In an effort to reduce liquid levels and improve Landfill Gas quality and quantity at the Landfill, Producer shall make a one-time payment of one million dollars (\$1,000,000) to City under the following conditions:
 - i. Upon the installation and full operation of a minimum 500,000 gallon new leachate storage tank at the Landfill that will be owned and operated by the City, provided the new leachate storage tank is installed and confirmed as fully operational in writing by a qualified third party that it is fully operational within two (2) years of the signing of this Agreement, or
 - ii. Alternatively, Producer and City may mutually agree in writing to use this payment for another technology or methodology that will reduce liquid levels and improve Landfill Gas quality and quantity at the Landfill, provided the

new technology or methodology is installed and fully operational within 2 years of the signing of this Agreement.

c) City Evaporator Services. During each month that Producer provides City Evaporator(s) Services, City shall make the following payments to Producer:

- i. Labor: monthly payment of \$105/hour for all labor during normal operating hours and at time and a half for all labor during overtime hours, escalated at the lesser of CPI (as described in 4.7a) or 5%. Producer's labor costs shall be capped at \$200,000 per year with such cap being escalated as described in the preceding sentence.
- ii. Equipment and Replacement parts: at cost plus 10%
- iii. Consumables: at cost plus 10%

d) Evaporator Fuel. After the effective date of this Agreement:

- i. If Producer does not install Producer's Evaporator, Producer shall provide fuel for City's Evaporator which may include Landfill Gas, natural gas or an alternative fuel as mutually agreed by the Parties. Producer shall pay up to one million dollars (\$1,000,000) per year and City shall pay for all costs above one million dollars (\$1,000,000) per year for fuel that is not Landfill Gas. A year for this Section 4.7(dj) shall be considered each 12-month period.
- ii. If Producer installs Producer's Evaporator, City shall be responsible to obtain and pay for all costs for fuel for City's Evaporator(s) and Producer shall procure and pay for all costs for fuel for Producer's Evaporator. If Producer's Evaporator is installed, the lower operating cost evaporator shall be run first before the other unit(s) as determined through Producer's cost analysis of the City's Evaporator operating cost compared to the Producer's Evaporator operating cost. Producer shall run Producer's Evaporator consistent with the evaporator's operating parameters and in a similar efficiency and capacity as City's Evaporator so as to achieve similar annual evaporated volumes.
- iii. City and Producer may mutually agree to use an alternative technology to dispose of leachate under a similar arrangement as (i) or (ii) above, any cost savings realized by implementing the alternative technology shall be shared equally by the Parties.

The payments due to Producer in Section 4.7(c) may be netted by Producer against payments due to City under 4.7(a), with reasonable documentation of such netted amounts provided to City on a monthly basis.

e) Payment Due Date. All monies due to the City on a monthly payment basis (including for LFG delivered by the City to Producer in any such month) shall be payable in arrears along with documentation of revenues received by Producer

for Energy sales in such month and monthly LFG quantities delivered to the Producer. Calculations of the monthly payment are due on or before the twenty-fifth (25th) day of the following calendar month. The City shall have the right to inspect, copy, and audit during reasonable business hours the sales journal and any other pertinent books and records of the Producer relating to the calculations of the revenues upon which the payment to the City is based. If the above indexes are not available for any reason, the parties shall mutually agree on the use of a replacement index or indexes.

4.8 Letter of Credit and Payment and Performance Bond. Upon execution of this Agreement, Producer shall deliver to City and maintain and/or keep in full force and effect during the complete term of this Agreement, including any holdover and/or contract extensions thereof and during the Removal Period (as defined in Section 5 of the First Amendment to the Lease and Section 14 of the Easement Agreement), financial security in the form of a surety bond, which bond form shall be approved by City in its sole discretion, or an irrevocable letter of credit, which letter of credit shall be issued by a major U.S. commercial bank or a U.S. branch office of a foreign bank, in either case, with a credit rating of at least (a) “A-” by S&P and “A3” by Moody’s, if such entity is rated by both S&P and Moody’s or (b) “A-” by S&P or “A3” by Moody’s, if such entity is rated by either S&P or Moody’s, but not both (collectively the “**Financial Security**”) in the amount of four hundred thousand dollars (\$400,000.00) from the date of the Agreement through March 31, 2029 and in the amount of two million dollars (\$2,000,000.00) on and after April 1, 2029 until the expiration or termination of this Agreement. The Financial Security shall be in a form reasonably acceptable to the City. The Financial Security is for the purpose of guaranteeing the full and faithful performance of the obligations of the Producer under this Agreement, the Three-Party Contract and the Lease, including but not limited to: (a) the payment of all fees and charges due hereunder and, (b) without limiting Producer's liability under other indemnification provisions in this Agreement, to indemnify the City against any damages both real and personal to the leased premises sustained by the City or (c) for any action, breach, default, or noncompliance of Producer with the terms of this Agreement, the Three-Party Contract or the Lease or (d) Producer’s Removal Obligations under Section 5 of the First Amendment to the Lease and Section 14 of the Easement Agreement. The City may only draw upon the Financial Security after the Producer’s period to cure (if any) Producer’s non-performance has expired. Subject to any cure period, the City may draw upon the Financial Security for the amount due from Producer. The City’s draw against the Financial Security shall be done without waiving any other rights and remedies that the City may have under the Agreement, the Three-Party Contract and Lease in law or in equity. Producer shall be obligated to replenish the Financial Security within thirty (30) days following a draw by the City in accordance with this Section. In addition to the foregoing Financial Security, Producer shall require its general contractor to post a 100% payment and performance bond to cover all on-site construction. Producer shall also require its general contractor to name both Producer and City as dual obligees on that bond and provide evidence to the City of the same prior to commencing any construction services or work on the Project. The surety company for the Financial Security and payment and performance bond shall meet the requirements on Exhibit F attached hereto.

SECTION 5 – TERM

5.1 Agreement Term. The 2008 Agreement became effective on April 1, 2008 and had an initial term of eleven (11) years (the "Initial Term"), following which the 2008 Agreement was automatically extended for an additional ten (10) year period (the "Second Term") ending on March 31, 2029 (the Initial Term and Second Term collectively referred to herein as the "Existing Term"). The Existing Term is incorporated herein by reference and the Parties agree that this Agreement shall automatically be extended for an additional twenty (20) year period, commencing on April 1, 2029, and ending on March 31, 2049 (the "Third Term") upon expiration of the Existing Term. In addition to, and not in substitution of, the termination provisions set forth in Section 12 hereof, the Agreement may be terminated at the end of the Existing Term (i) by the City if the Producer is in breach of the Agreement or (ii) by either Party if the RNG Facility is not operational by the end of the Existing Term, unless Producer can demonstrate in writing to the reasonable satisfaction of the City prior to the end of the Existing Term that the Electricity Facility will produce similar Gross Revenues as was expected with the RNG Facility during the Third Term. Such demonstration of similar benefits will not result in a termination of the Agreement and allow for automatic extension to the Third Term. Unless otherwise terminated by the parties in accordance with this Section, at the end of the Third Term, this Agreement shall be automatically extended for a five (5) year period, commencing on April 1, 2049, and ending on March 31, 2054 (the "Fourth Term") and then year-by-year for additional one (1) year periods unless either party provides ninety (90) days prior written notice to the other party of its intention to terminate the Agreement.

SECTION 6 – GENERAL RIGHTS AND OBLIGATIONS

6.1 Interests Retained By City: Except for those rights specifically granted to Producer under Section 2 of this Agreement, the City retains all other rights in, on, and under the Landfill, Plant Site and City Property.

6.2 Condensate: Producer is responsible for the delivery of all Condensate collected at the Project back to City to the Condensate Delivery Point for disposal at the City's expense.

6.3 Residuals: City is responsible for handling and disposing of all Residuals collected at City's Evaporator or Producer's Evaporator.

SECTION 7 – LIMITATIONS OF LIABILITY

7.1 Producer is relying upon its own calculations and evaluations of the rates of production of Landfill Gas and the chemical qualities, including the composition and heating content, of the Landfill Gas. As such, City provides no warranties, either expressed or implied, as to the quantities or chemical composition of the Landfill Gas to be extracted hereunder, including, without limitation, any warranty of merchantability or fitness of the Landfill Gas for a particular purpose.

7.2 The parties agree that certain vapors condense during the normal collecting, transporting, and processing of Landfill Gas, resulting in Condensate and Leachate. During the Term, all Condensate, Leachate, and Residuals collected by Producer and delivered to City shall remain the sole and exclusive responsibility of City, except for Producer's responsibilities for City Evaporator Services as provided herein. City shall be solely responsible for the proper

handling, treatment and disposal of Condensate, Leachate, and Residuals generated within the boundaries of the Landfill in accordance with Applicable Law. At no time shall Producer be responsible or liable for the handling (except that Producer shall be responsible for delivery of Condensate to the Condensate Delivery Point and for Producer's responsibilities for City Evaporator Services), treatment or disposal of Condensate, Leachate, and Residuals including when such Condensate or Leachate is evaporated in, or when Residuals come out of City's Evaporator or Producer's Evaporator, except to the extent that Producer causes a release of Condensate, Leachate, or Residuals as a result of Producer's negligence or willful misconduct or City conclusively demonstrates that Producer has caused such Condensate, Leachate, or Residuals to be a Hazardous Material through Producer's negligence or willful misconduct. City shall retain at all times title to all Condensate, Leachate and Residuals, including when the Condensate, Leachate, and Residuals are in the custody or control of Producer.

7.3 Except to the extent such damages are covered and paid by the insurance policies required to be purchased by Producer in this Agreement, in no event shall Producer or City be liable to the other party for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits or revenues, cost of capital, claims of customers or other users of the Landfill, whether such claims are based in contract, tort or otherwise, unless such claim or damage is the result of negligence or willful misconduct. Notwithstanding the foregoing and to the extent not covered and paid by the insurance policies required to be purchased by Producer hereunder, in the event that acts or omissions of Producer cause loss of use of all or part of the Landfill and that City reasonable incurs costs in handling and/or disposing of waste that could not be disposed in the Landfill due to such loss of use (any such event a "Producer Caused Loss"), City may invoice Producer for its reasonable and documented costs incurred up to a maximum of \$1,000,000 per occurrence as a result of a Producer Caused Loss. Producer shall, within thirty (30) days of receipt of City's invoice, pay such costs to City, plus any expenses incurred by City in collecting such amounts including reasonable attorneys' fees and other costs of litigation incurred as a result of Producer's failure to timely pay such invoiced amount. The provisions of the Section shall survive the expiration or termination, for default or otherwise, of this Agreement.

SECTION 8 – INDEMNITIES

8.1 Subject to the limitations in Section 8.4 below as to City and Section 7.3 above as to both Parties, Producer (and Producer shall also require its subcontractors to hold harmless, indemnify, and defend the City in accordance with this Section 8.1) and City shall each hold harmless, indemnify, and defend the other party and their respective members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

a. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Agreement, operations, services or work performed hereunder; and

b. Environmental Liability, to the extent this Agreement contemplates

environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

c. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the work or services provided under this Agreement (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the other party, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

8.2. In the event of joint negligence on the part of City and Producer, any loss shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contributions Among Tortfeasors Act, as amended.

8.3. Neither Producer nor any of its contractors, subcontractors or suppliers shall dispose, leak spill, discharge or release Hazardous Materials or Hazardous Substances on the Plant Site, Landfill or City Property (collectively the "Property"), or on any other City property in the performance of this Agreement, except in compliance with applicable federal, state and local laws, rules and regulations including but not limited to Environmental Laws. City shall be responsible for any Hazardous Materials or Hazardous Substances existing on the property described in the Lease and the property described in the amended Lease executed by the City and Producer contemporaneously with this Agreement, so long as Producer's activities on the Property do not result in an expansion or exacerbation of existing Hazardous Materials or Hazardous Substances that results in a federal, state or local requirement for remediation of such existing Hazardous Materials or Hazardous Substances for which Producer shall indemnify the City in accordance with the terms of this Agreement. Producer shall provide City immediate written notice of any disposal, leakage, spillage, discharge or release of Hazardous Materials or Hazardous Substances and any communication from any regulatory authority

concerning same or any remediation requirements, and Producer shall indemnify, defend and hold harmless City against same in connection with Producer's performance or attempted performance under this Agreement, subject to the limitations set forth in Section 7.3 of this Agreement.

8.4. Notwithstanding any indemnification obligation provisions provided herein and regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City and the City's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

8.5. Intentionally deleted.

8.6. The indemnification obligations set forth in this Section 8 are: (a) for events that occur during the Term of this Agreement and shall survive the expiration or termination of this Agreement for whatever reason; and (b) separate and apart from, and are in no way limited by, any insurance provided pursuant to the Agreement or otherwise.

SECTION 9 – INSURANCE

9.1 Producer shall at all times while operations are being conducted under the terms of this Agreement, maintain in full force and effect the insurance contained in Exhibit E attached hereto and incorporated herein.

9.2 The City of Jacksonville, Florida is a self-insurer pursuant to Section 768.28, Florida Statutes, under a funded program of self-insurance. This fund will respond to liability of the City imposed by laws and in accordance with procedures established under said statute. This provision of self-insurance to insure against the negligent acts or omissions of the City should not be considered to be any sort of waiver of the City of Jacksonville's sovereign immunity, beyond the limited legislative waiver of sovereign immunity, as found in Section 768.28, Florida Statutes.

9.3 The City of Jacksonville is a self-insurer for workers' compensation as allowed by Florida Statute 440 and governed by State of Florida, Department of Financial Services, Division of Workers' Compensation.

SECTION 10 – REMOVAL OF PROPERTY

10.1 Upon the expiration or termination of this Agreement for any reason, any improvements, facilities or other property of Producer shall be removed, at Producer's sole expense, in accordance with Section 5 of the First Amendment to the Lease.

10.2 Removal of Producer's Project shall not interfere with the operation and maintenance of the Landfill, and Producer shall be responsible for any damage caused to the Plant Site, Landfill or other City property caused by removal of Producer's Property.

SECTION 11 – FORCE MAJEURE

If Producer or City is rendered unable, wholly or in part, by a Force Majeure event to carry out its obligations (other than the payment of money) under the terms of this Agreement, it shall give the other party prompt written notice of the Force Majeure. Such written notice shall identify the nature of the event, its anticipated duration and actions taken to avoid or minimize its effect. The nonperforming party shall use all due diligence to remedy its inability to perform. Both parties shall have a reasonable extension of time for performance when delayed by Force Majeure. Force Majeure shall not include situations arising by virtue of federal, state and local laws, executive orders, rules, regulations and acts which become effective after the date of this Agreement.

SECTION 12 – TERMINATION

12.1 Producer's Breach. In the event that Producer fails to pay City any amounts due under this Agreement or the Lease, City shall notify Producer of that fact in writing. If City notifies Producer of that fact and Producer does not cure such failure in forty-five (45) days after receipt of City's notification, Producer shall be in default. In the event that Producer fails to perform or observe any other material provisions of this Agreement required to be performed by Producer, City shall notify Producer in writing of the facts relied upon as constituting a breach hereunder. Producer shall have forty-five (45) days or such longer period of time as is agreed by the Parties after receipt of such notice in which to cure the breach. City shall have the right to terminate this Agreement upon written notice to Producer, and may pursue any and all rights and remedies provided at law, if Producer fails to cure its breach within the agreed cure period under this Section 12.1, unless (i) such failure is excused under the provisions of Section 11 hereof or (ii) compliance within the agreed cure period is not reasonably possible and so long as Producer has commenced and is diligently pursuing such compliance efforts. Notwithstanding the foregoing, City may, at Producer's cost and expense, take all action necessary to abate or remediate, with notice provided to Producer as soon as reasonably practicable, where Producer's material breach causes a material risk to the health or safety of the City's personnel or the public or to the environment.

In addition to an uncured material breach by Producer constituting a default of this Agreement, default by Producer warranting termination by City shall include:

- (a) Producer's abandonment or permanent discontinuance of its operations under this Agreement for a period of sixty (60) consecutive days over a twelve (12) month period;
- (b) the filing by or against Producer of a petition in bankruptcy or the complete cessation of the business operations of Producer at the Project.

12.2 City's Breach. In the event that City at any time fails to perform or observe any of the material provisions of this Agreement required to be performed or observed by City, Producer shall notify City in writing of the facts relied upon as constituting a breach hereunder. City shall have forty-five (45) days or such longer period of time as is agreed by the Parties after receipt of such notice in which to cure the breach. Up to ninety (90) days for curing a City payment breach shall be granted only if such payment to Producer requires approval by City's council, so long as City begins such request to City's council within forty-five (45) days of receipt of such notice. Producer shall have the right to terminate this Agreement upon written notice to City, and may pursue any and all rights and remedies provided at law, if City fails cure the breach within the agreed cure period, unless (i) such failure is excused under the

provisions of Section 11 hereof or (ii) compliance within the agreed cure period is not reasonably possible and so long as City has commenced and is diligently pursuing such compliance efforts.

12.3. Survival. Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement shall survive such termination or expiration and remain in full force and effect.

SECTION 13 – REPRESENTATIONS AND WARRANTIES

13.1 Warranties of City. The City hereby agrees, warrants and represents to Producer, as of the date of execution of this Agreement, that, other than the Three-Party Contract and LO Agreement with the Landfill Operator, the City has not entered into any other agreements, and will not enter into any other agreements for so long as this Agreement remains in effect, with respect to the commercial utilization of the Landfill Gas conveyed to Producer under this Agreement or with respect to any of the other rights conveyed to Producer pursuant to Section 2 of this Agreement and that the City has not placed any liens or encumbrances on the Landfill Gas and will not do so for so long as this Agreement is in effect. The City hereby agrees, warrants and represents to Producer, as of the date of execution of this Agreement, that to the best of its knowledge and belief, the Landfill is not in violation of any federal, state or local laws.

13.2 Warranties of Producer. Producer hereby agrees, warrants and represents to City, as of the date of execution of this Agreement, that Producer is a limited liability corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and is authorized to conduct business in the State of Florida. The execution, delivery and performance by Producer of this Agreement are within the corporate powers of Producer, have been duly authorized by all necessary corporate action, and do not violate any law, rule or regulation, or the terms of the articles of incorporation or bylaws of Producer, and Producer represents and warrants that the person signing this Agreement has full authority to execute this Agreement on behalf of Producer.

13.3 The Producer further represents and warrants to the City that no representation or warranty contained in this Agreement, and no statement, exhibit, list or other information furnished by or behalf of the Producer to the City in connection with this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements herein or therein not misleading.

13.4 The Producer represents and warrants to the City that (i) it has obtained any required consents to enter into this Agreement, (ii) it shall undertake and perform its respective obligations hereunder. (iii) entering into this Agreement will not conflict or result in a breach of any other agreement to which the Producer is subject, or to which it is a party.

13.5 Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including the City's obligations hereunder, Producer shall deliver to City an executed Human Trafficking Affidavit substantially in the form as is attached hereto as Exhibit D.

SECTION 14 – ASSIGNMENT

Neither Party may assign or transfer this Agreement in whole or in part or delegate any of its duties hereunder without the other Party's prior written consent. Notwithstanding the foregoing, the Parties incorporate herein by reference, as if fully set forth herein in their entirety, Section 7 and Section 10 of the First Amendment to Lease Agreement executed contemporaneously herewith by the City and Producer (the "Assignment Provisions"). For purposes of interpreting the Assignment Provisions references to "Lessor" shall mean the City and references to "Lessee" shall mean Producer. The Assignment Provisions shall take precedence in any instance of a conflict with the terms of this Agreement.

SECTION 15 – NOTICES

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

To Producer:

Trail Ridge Energy, LLC
700 Universe Blvd
Juno Beach, FL 33408
Attn: RNG Business Management
Email: rng-businessmanagement.sharedmailbox@nexteraenergy.com

With copy to:

NextEra Energy Resources, LLC
700 Universe Blvd, LAW
Juno Beach, FL 33408
Attn: General Counsel
Email: NEER-General-Counsel.sharedmailbox@NEE.com

To City:

City of Jacksonville
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
Attn: Division Chief
Email: willw@coj.net

With copy to:

City of Jacksonville
Office of General Counsel
117 West Duvall Street, Suite 480
Jacksonville, FL 32202
Attn: Deputy Government Operations
Email: jsawyer@coj.net

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

SECTION 16 – TAXES

16.1 General. During the term of this Agreement, each Party shall be responsible for the payment of all federal, state and local taxes including, but not limited to, sales and use taxes and ad valorem taxes applicable to such Party's performance of this Agreement. In addition, Producer shall be responsible for the payment of all taxes that may be levied upon or assessed against the Project, and all other equipment, machinery and improvements constructed or installed by it under, on or adjacent to the Plant Site. At no time during the term of this Agreement shall either Party be responsible for payment of any taxes associated with the other Party's facilities or performance under this Agreement and each Party agrees to indemnify and hold harmless the other Party for failure to pay any such taxes owed by such Party, subject to the City's indemnity limitations in Section 8.4.

16.2 Right to Contest Taxes. Producer shall have the right in its own name, or to the extent necessary, in City's name, to contest in good faith and by all appropriate proceedings, the amount, applicability or validity of any tax assessment pertaining to its operations at the Landfill or its use or occupancy of the Landfill. In the event Producer initiates such contest, City shall reasonably cooperate with Producer, provided, however, that such cooperation shall be at no cost to City and shall not subject any part of the Plant Site, Landfill or other City Property to forfeiture or loss.

16.3 If at any time, payment of any tax or assessment becomes necessary to prevent any such forfeiture or loss, Producer shall timely pay such tax or assessment to prevent such forfeiture or loss.

SECTION 17 – CHANGES IN LAW

In the event Landfill Gas requirements are implemented by regulatory agencies after the date of this Agreement which materially affect Producer's operating and maintenance costs hereunder or which materially impair the ability of Producer to perform under the existing terms of this Agreement, City and Producer will meet and confer in good faith in an attempt to modify this Agreement. If the parties are unable to agree upon such modifications, then Producer shall have the right to terminate this Agreement upon sixty (60) days written notice to City.

SECTION 18 – GENERAL PROVISIONS

18.1 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such terms and provisions to other persons or circumstances shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

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

18.3 Disclaimer of Joint Venture, Partnership and Agency. This agreement shall not be interpreted or construed to create an association, joint venture, or partnership between City and Producer or to impose any partnership obligation or liability upon such parties. Neither City nor Producer 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, the other party.

18.4 Governing Law and Venue. 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 Florida and any applicable federal laws. The venue of any legal action brought or filed relating to any matter arising under this Agreement will be exclusively in the federal and state courts sitting in Duval County, Florida, having jurisdiction over such legal action.

18.5 Amendment to Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties hereto and executed with the same formalities.

18.6 Incorporation and Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. The “Whereas” recitals are incorporated herein and constitute a part of this Agreement. All exhibits and other attachments, and all additions or amendments to any of the foregoing, are incorporated herein and constitute a part of this Agreement.

18.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of and shall be binding upon the City and the Producer, and no right, privilege, claim or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party including, but not limited to, Producer’s buyers.

18.8 Nonwaiver and Remedies. Failure by either party at any time to require strict performance by the other party of any provisions hereof does not release that party from its obligations under the Agreement and does not affect the right of the party, thereafter, to enforce the same. Each remedy under this Agreement shall be cumulative and in addition to any other remedy at law or in equity.

18.9 Preparation of Agreement. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement; therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

18.10 Drug Free Work Place. Producer certifies and affirms that it will comply with all applicable state and federal laws regarding a drug-free workplace. Producer shall make a good faith effort to ensure that all of its employees performing duties or responsibilities at the Plant Site, Landfill or other City Property will comply with all applicable state and federal laws regarding a drug-free workplace.

18.11 Employment Eligibility. In accordance with Section 448.095, Florida Statutes, Producer confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and Producer, including any of its subcontractors, has registered accordingly with the E-Verify platform (for private employers with 25 or more

employees). Producer acknowledges that any violation of the aforementioned will result in a default to this Agreement and the City shall be entitled to any and all relief available, including, but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

18.12 City's Non-Discrimination Policy.

18.12.1 Producer represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.

18.12.2 Producer agrees that on written request, it will cooperate with the City or their designee for the purpose of investigation to ascertain Producer's compliance with the non-discrimination provisions of this Agreement.

18.12.3 Producer agrees that, if any of the obligations of this Agreement are to be performed by a contractor, subcontractor or supplier, Producer will use commercially reasonable efforts to include the provisions of subsections 18.12.1 and 18.12.2 in the applicable contract.

18.13 Conditions Precedent. Conditions precedent to the effectiveness of this Agreement are: (i) the execution of the First Amendment to Three-Party Agreement acceptable to both parties; (ii) the execution of the First Amendment to Lease Agreement acceptable to both parties; and (iii) the prior approval by the Jacksonville City Council of this Agreement, the First Amendment to Three-Party Agreement, and the First Amendment to Lease Agreement.

18.14 Scrutinized Vendors. Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- i. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Producer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Producer:
 - (1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
 - (2) Is engaged in business operations in Cuba or Syria.
- iii. Pursuant to Section 287.135(3)(a)4, Florida Statutes, the City may terminate this Agreement at the City's option if the Agreement is for goods or services in an amount of one million dollars or more and Producer:

- (1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and
- (3) Is engaged in business operations in Cuba or Syria.

iv. Pursuant to Section 287.135(3)(b), Florida Statutes, the City may terminate this Agreement at the City's option if the Agreement is for goods and services of any amount and Producer:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- (2) Is engaged in a boycott of Israel.

18.15 Retention of Records / Audits.

(a) Producer must establish and maintain books, records, agreements, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Agreement (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Producer must retain all Records for a minimum period of three (3) years after the final payment is made under the Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Agreement, at no additional cost to City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Producer must allow persons duly authorized by City (including City's auditor and inspector general offices), to have full access to and the right to examine or audit any of the Records during regular business hours and upon reasonable written request (no less than three (3) days' notice) by the City, regardless of the form in which kept. Producer will not charge City for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Producer, and City shall be permitted to bring its photocopying equipment if City so desires.

(d) Producer must comply with and cooperate in any audits or reports requested by City (including City's auditor and inspector general offices) regarding the Records, and must ensure that all related party transactions are disclosed to the auditor.

(e) Producer must permit City to interview a Producer designated representative(s) who shall be fully informed regarding Producer's obligations and performance under the Agreement to assure City of the satisfactory performance of the terms and conditions of the Agreement. Unless the parties agree otherwise or City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Producer will not charge City for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Producer is, in the opinion of City, deficient, City will deliver to Producer a written report of the deficiencies and request for development by Producer of a corrective action plan. Producer hereby agrees to prepare and submit, to City, said corrective plan within ten (10) days of receiving City's written report. Thereafter, Producer must correct all deficiencies in the corrective action plan within a reasonable time after City's receipt of the corrective action plan. Any default under this Section 18.15 shall be governed by Section 12 hereof.

(g) Producer shall comply with all applicable Florida Statutes, including Section 837.06 thereof, in its performance under this Agreement.

(h) Producer must include the aforementioned audit, inspection, investigation and record-keeping requirements in: (1) all subcontracts that pertain to the operations of this Agreement; and (2) Agreement assignments.

(i) Producer agrees to reimburse City for the reasonable costs of investigation incurred by City for audits, inspections and investigations that uncover a material violation of the Agreement. Such costs shall include the reasonable salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Producer shall not be responsible for any costs of investigations that do not uncover a material violation of the Agreement.

(j) In the event the audit of Producer's books determines Producer made underpayment during the term of this Agreement, Producer shall pay interest at the rate of 10% per annum on the amount underpaid or not paid calculated from the date the amount was due to the date it was finally paid. The reasonable cost of the audit, not to exceed \$20,000, will be borne by the Producer if, as a result of the audit, the parties mutually agree, or a court of competent jurisdiction rules, that the Producer has underpaid the payments owed in an amount equal to or exceeding five percent (5%) of the payments actually paid for the specific period in question.

18.16 Intentionally deleted.

18.17 Conflicts of Interest. Producer acknowledges that Chapter 126 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or Agreement make a disclosure at the time that the bid or Agreement is submitted or at the time that the public official acquires a financial interest in the bid or Agreement, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or Producer.

18.18 Compliance with Applicable Laws. Producer (and any subcontractors as to any services that Producer provides to City under this Agreement) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- All licensing and certification requirements applicable to performing the Services.

18.19 Convicted Vendor List. A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public

entity crime may not do any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a Producer, supplier, subcontractor, or consultant under a Agreement with any public entity; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

18.20 Discriminatory Vendor List. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a Producer, supplier, sub-Producer, or consultant under a Agreement with any public entity; or
- transact business with any public entity.

18.21 Independent Contractor. Producer shall operate as an independent contractor and shall have complete charge of its workers engaged under this Agreement. Producer is not an agent, representative, or employee of the City, and noting herein contained is intended or should be construed as establishing the relationship of copartners between Producer and City. In that regard, the Parties agree that Sections 18.14, 18.17, 18.18, 18.19 and 18.20 hereof do not apply to any agreements Producer enters into for the construction, fabrication or installation of any components of the Project.

18.22 Counterparts. This Agreement, and all amendments thereto, may be executed electronically and in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

<Signature Pages Follow>

**COUNTERPART SIGNATURE PAGE FOR
AMENDED AND RESTATED LANDFILL GAS RIGHTS AGREEMENT**

IN WITNESS WHEREOF, City and Trail Ridge have executed this Agreement by their proper officers, thereunto duly authorized, on the day and year first written above.

CITY:

CITY OF JACKSONVILLE,
a consolidated municipal corporation and
political subdivision existing under the
laws of the State of Florida

Donna Deegan, as Mayor

ATTEST:

James R. McCain, Jr.
Corporation Secretary

FORM APPROVED:

Office of General Counsel

GC-#1636651-v13-Amended_and_Restated_Gas_Rights_Agreement_Trail_Ridge_Energy.DOCX

**COUNTERPART SIGNATURE PAGE FOR
AMENDED AND RESTATED LANDFILL GAS RIGHTS AGREEMENT**

IN WITNESS WHEREOF, City and Trail Ridge have executed this Agreement by their proper officers, thereunto duly authorized, on the day and year first written above.

PRODUCER:

Trail Ridge Energy, LLC
a Michigan limited liability company

By: _____

Name: _____

Its: _____

Exhibit A
Landfill

Exhibit A
Landfill or Landfill Property

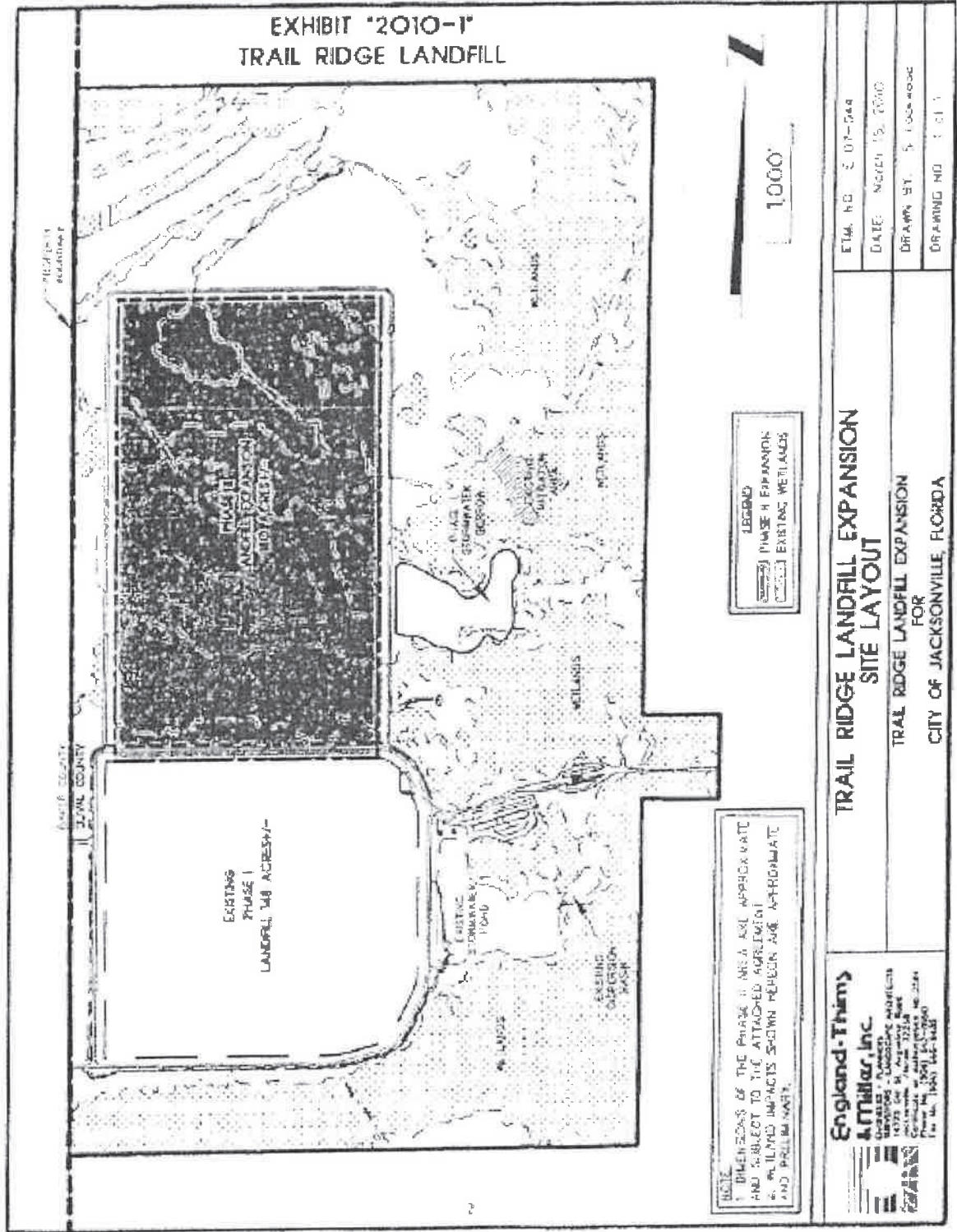


Exhibit A

Landfill or Landfill Property – Legal Description

PARCEL A (REVISED)

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUCAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 00°06'42" WEST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1000.02 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, CONTINUE NORTH 00°06'42" WEST, ALONG SAID WEST LINE OF SECTION 19, A DISTANCE OF 4246.29 FEET, TO THE NORTHWESTERLY CORNER THEREOF; CONTINUE NORTH 00°06'42" WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 4646.30 FEET; THENCE NORTH 89°43'31" EAST, DEPARTING SAID WEST LINE, 4665.72 FEET; SAID LINE BEING PARALLEL AND 600.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 18; THENCE SOUTH 00°19'03" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 4623.31 FEET, TO A POINT LYING ON THE SOUTH LINE OF SAID SECTION 18; THENCE SOUTH 00°17'46" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 682.99 FEET; THENCE SOUTH 89°42'14" EAST, 616.98 FEET TO A POINT LYING ON THE EAST LINE OF SAID SECTION 19; THENCE SOUTH 00°17'46" WEST, ALONG SAID EAST LINE, 700.02 FEET; THENCE NORTH 89°42'14" WEST, DEPARTING SAID EAST LINE, 616.98 FEET; THENCE SOUTH 00°17'46" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 2871.05 FEET; THENCE SOUTH 89°33'20" WEST, PARALLEL AND 1,000.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 4600.88 FEET TO THE POINT OF BEGINNING.

PARCEL B

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUCAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 00°17'46" WEST, ALONG THE WEST LINE OF SAID SECTION 20, 1091.96 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, THENCE NORTH 89°03'11" EAST, DEPARTING SAID WEST LINE, 1396.84 FEET; THENCE SOUTH 74°29'55" EAST, 624.12 FEET; THENCE SOUTH 70°15'45" EAST, 1692.00 FEET; THENCE SOUTH 59°25'01" EAST, 1913.07 FEET, TO A POINT LYING ON THE EAST LINE OF SAID SECTION 20; THENCE SOUTH 00°19'33" WEST, ALONG SAID EAST LINE, 127.49 FEET; THENCE NORTH 49°19'49" WEST, DEPARTING SAID EAST LINE, 57.82 FEET; THENCE NORTH 59°25'01" WEST, 1910.90 FEET; THENCE NORTH 70°15'45" WEST, 1678.81 FEET; THENCE NORTH 74°29'55" WEST, 605.97 FEET; THENCE SOUTH 89°03'11" WEST, 1384.55 FEET, TO A POINT LYING ON THE WEST LINE OF SAID SECTION 20; THENCE NORTH 00°17'46" EAST, ALONG SAID WEST LINE, 100.02 FEET TO THE POINT OF BEGINNING.

PARCEL C (REVISED)

A PORTION OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUCAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00°19'33" EAST, ALONG THE WEST LINE OF SAID SECTION 21, A DISTANCE OF 2305.48 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, CONTINUE NORTH 00°19'33" EAST, ALONG SAID WEST LINE, 127.49 FEET; THENCE SOUTH 50°06'02" EAST, DEPARTING SAID WEST LINE, 210.33 FEET; THENCE SOUTH 49°19'49" EAST, 1989.21 FEET; THENCE NORTH 40°40'11" EAST, 85.00 FEET; THENCE SOUTH 49°19'49" EAST, 217.74 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 576.50 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°14'16", AN ARC DISTANCE OF 113.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°56'57" EAST, 112.89 FEET; THENCE SOUTH 60°34'05" EAST, 120.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 643.90 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°00'00", AN ARC DISTANCE OF 123.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°04'05" EAST, 123.43 FEET; THENCE SOUTH 71°34'05" EAST, 145.22 FEET, TO A POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301, A 206 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE SOUTH 18°21'35" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 397.38 FEET; THENCE NORTH 49°19'49" WEST, DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 852.08 FEET; THENCE NORTH 40°40'11" EAST, 57.53 FEET; THENCE NORTH 49°19'49" WEST, 2116.98 FEET TO THE POINT OF BEGINNING.

Exhibit B

Project, Delivery Point(s)

Final as-built drawings to replace this preliminary drawing when prepared

Exhibit B Project, Facilities, Delivery Point(s)

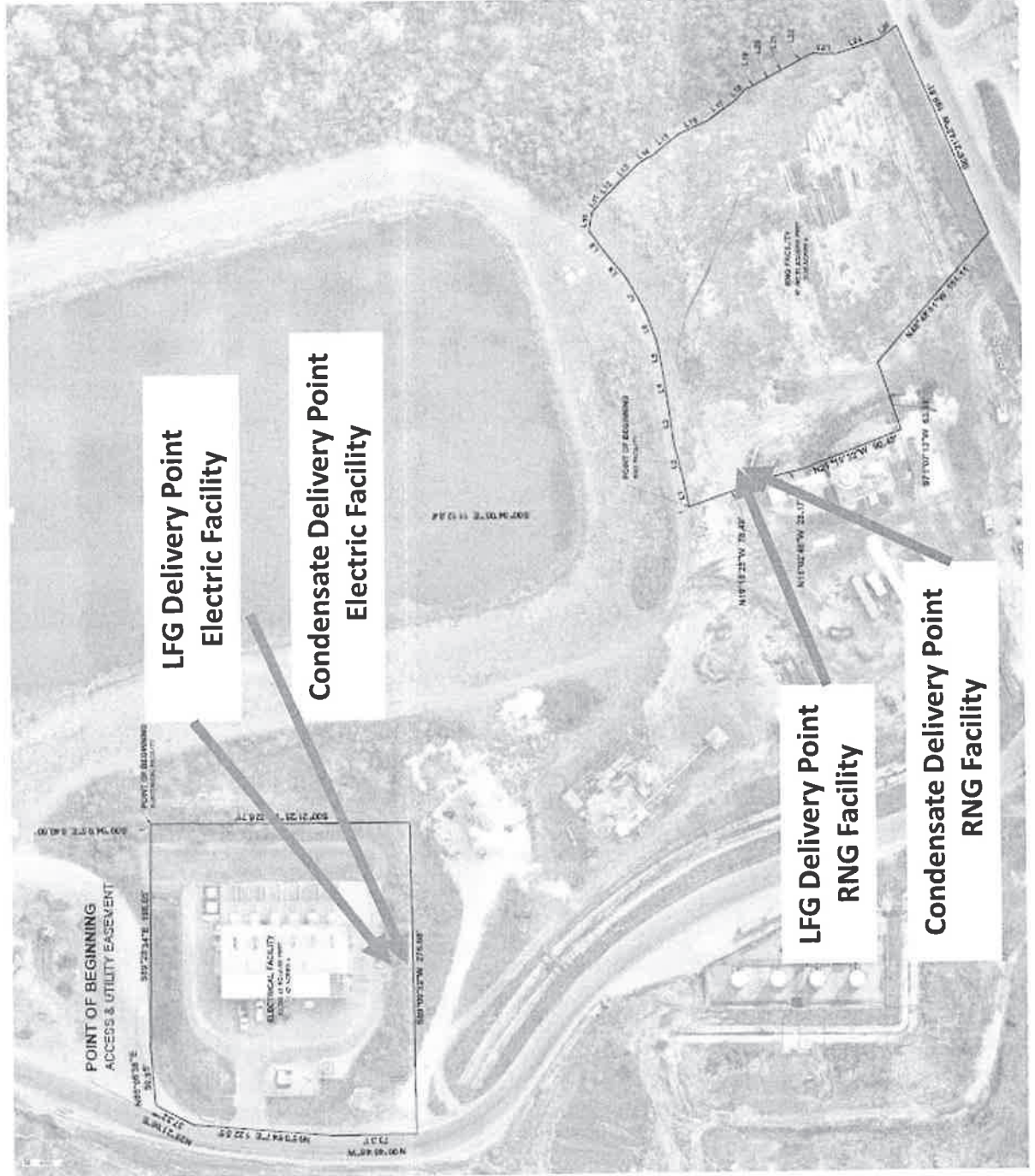


Exhibit C

City Evaporator(s) Services

Responsibility Matrix

<u>Task</u>	<u>Physical/Labor¹</u>	<u>Equipment²</u>	<u>Financial³</u>	<u>Regulatory⁴</u>	<u>Notes</u>
<u>Procure, construct and commission City Evaporator including defoaming system(s)</u>	<u>City</u>	<u>City</u>	<u>City</u>	<u>City</u>	
<u>Offload and dispose of residuals from the residual storage tank</u>	<u>City</u>	<u>City</u>	<u>City</u>	<u>City</u>	
<u>Procure and administer defoaming agent</u>	<u>Producer</u>	<u>Producer</u>	<u>Producer</u>	<u>NA</u>	
<u>Provide maintenance, supplies and consumables</u>	<u>Producer</u>	<u>Producer</u>	<u>Producer</u>	<u>NA</u>	
<u>Operating labor for regular maintenance and planned and unplanned outages</u>	<u>Producer</u>	<u>Producer</u>	<u>Producer</u>	<u>NA</u>	
<u>Convert City Evaporator to run on natural gas</u>	<u>Producer</u>	<u>Producer</u>	<u>Producer</u>	<u>City</u>	
<u>Procure natural gas or provide Landfill Gas or another source of heat or fuel for one City Evaporator</u>	<u>Producer</u>	<u>Producer</u>	<u>Producer</u>	<u>City</u>	

¹Physical/Labor – refers to the actual labor used to complete the referenced task. Labor could be provided by staff of the identified party or through a third party contractor.

²Equipment – refers to a machine or apparatus that is required to carry out the task.

³Financial – refers to the party that is responsible for procurement of materials, outside assistance, consulting, etc. for the identified task. This exhibit was developed under the assumption that the City provides initial construction/installation of system components and PROVIDER provides or procures ongoing operation and maintenance materials while Producer shall separately seek reimbursement from City in Section 4.7 of this Agreement.

⁴Regulatory – refers to obtaining local, state or federal permitting, and reporting requirements contained within those permit conditions and supporting regulations.

City Evaporator Services additional details:

- As provided in Section 4.7 c) of the Agreement, Producer shall only provide up to one million (\$1,000,000) per year in payments towards natural gas or an alternative fuel, if used in the City's Evaporator(s) and if Producer has not installed Producer's Evaporator.
- Alternatively, Producer may choose to use Landfill Gas in the City's Evaporator(s), in its sole discretion.
- All future City Evaporator(s) shall be provided by City as City's expense.
- Producer shall have the right to install Producer's Evaporator that may use alternative heat sources for evaporation such as thermal energy from the RNG Facility or Electric Facility. At such time Producer installs Producer's Evaporator, Producer will have no obligation to pay for fuel to City's Evaporator but shall continue to operate City's Evaporator as described under City Evaporator Services. Producer and City agree to cooperate and amend this Agreement, if needed, should Producer decide to install Producer's Evaporator.
- For additional evaporators or to treat additional leachate, Producer will work cooperatively with City to provide the most cost and fuel efficient option such as a second evaporator that can use alternative heat or fuel sources or other means such as pretreatment of leachate.

Exhibit D

Human Trafficking Affidavit

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTE
SECTION 787.06, HUMAN TRAFFICKING

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as _____ of Trail Ridge Energy, LLC, a Michigan limited liability company (the "Company").

3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of _____, 202__.

Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was SWORN TO AND SUBSCRIBED before me by means of [] physical presence or [] online notarization, this ___ day of _____, 202__, by _____ as _____ of Trail Ridge Energy, LLC, a Michigan limited liability company, on behalf of said company. Said individual [] is personally known to me or [] has produced _____ as identification.

Name: _____

NOTARY PUBLIC, State of Florida

Serial Number (if any) _____

My Commission Expires: _____

(SEAL)

Exhibit E

Producer Insurance Requirements

Without limiting its liability under this Agreement, Producer shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Producer shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Policy Limit
	\$ 1,000,000 Each Employee/Disease

This insurance shall cover the Producer (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	\$1,000,000	Combined Single
Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)		

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida

without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability \$1,000,000 per Claim and
Aggregate (Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

Pollution Liability \$1,000,000 per Loss
\$10,000,000 Annual Aggregate

This insurance shall cover the Producer to perform services as part of this Agreement for environmental or pollution related concerns. Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage, which coverage shall provide for \$1,000,000 per Loss and \$2,000,000 Annual Aggregate. Producer shall maintain coverage for claims arising from any contractor's provision of environmental or pollution services in excess of any such Contractor Pollution Liability coverage to a maximum of \$10,000,000 Annual Aggregate. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Umbrella Coverage \$10,000,000 Limit

Commercial umbrella insurance provides extra protection to help cover a claim that exceeds the limits of certain liability policies. Without this type of commercial insurance coverage, you'd have to pay out of pocket for costs that go over your policy limits.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Producer's Insurance Primary. The insurance provided by the Producer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Producer. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Producer or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Producer shall relieve Producer of Producer's full responsibility to provide insurance as required under this Agreement.
- G. Certificates of Insurance. Producer shall provide the City Certificates of Insurance at contract execution, that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

- I. Notice. The Producer shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Producer under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provisions: Prior to executing this Agreement, Producer shall present this Agreement and Exhibit E to its Insurance Agent (“Agent”) affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Producer.

Exhibit F
Surety Bond Requirements

Producer shall not perform or commence any construction services for the Project until its general contractor has secured a 100% payment and performance bond from a surety company (“Surety Company”) in accordance with the requirements below. Producer shall require its general contractor to name the Producer and the City as dual obliges on the bond and provide City with evidence of the same prior to commencing any work on the Project.

The Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
 - a. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - b. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

<u>CONTRACT AMOUNT</u>	<u>RATIN</u>	<u>RATING</u>
\$ 500,000 TO \$1,000,000	A-	CLASS IV
\$1,000,000 TO \$2,500,000	A-	CLASS V
\$2,500,000 TO \$5,000,000	A-	CLASS VI
\$5,000,000 TO	A-	CLASS VII
\$10,000,000 TO	A-	CLASS VIII
\$25,000,000 TO	A-	CLASS IX
\$50,000,000 TO	A-	CLASS X

5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services to conduct business in this state.

- b. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (“**First Amendment**”) is made and entered into the ____ day of _____, 2025 (the “**Effective Date**”) by and between **TRAIL RIDGE ENERGY, LLC**, a Michigan limited liability company, doing business at 700 Universe Blvd., Juno Beach, FL 33408, hereinafter referred to as the "**Lessee**" and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, whose address is 117 West Duval Street, Jacksonville, FL 32202, located in Duval County, Florida, hereinafter referred to as the "**Lessor**".

WITNESSETH:

WHEREAS, on April 1, 2008, Lessor entered into a Landfill Gas Rights Agreement (the “**Original Gas Rights Agreement**”) with Lessee for the rights to and sale of landfill gas for a beneficial use; and

WHEREAS, on April 1, 2008, Lessor and Lessee entered into a Lease Agreement (the “**Original Lease**,” and together with this First Amendment, the “**Lease**”) allowing Lessee to site its Project at the Premises; and

WHEREAS, the Original Gas Rights Agreement is being amended and replaced contemporaneously herewith pursuant to an “Amended and Restated Landfill Gas Rights Agreement” (the “**Gas Rights Agreement**”); and

WHEREAS, the parties hereto wish to amend the terms and provisions of the Original Lease as set forth herein below.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference. All initially capitalized terms not otherwise defined in this First Amendment shall have the same meaning ascribed to them in the Original Lease.

2. **Lease Term and Rent Amount.**

(a) **Section 1(b)** in the Original Lease is hereby deleted in its entirety and replaced with the following:

“Lease Term” shall be an initial term of eleven (11) years, commencing on April 1, 2008 and ending on March 31, 2019 (the "Initial Term"). Unless sooner terminated pursuant to the provisions herein, this Lease shall automatically be extended for each of the periods below:

- (i) An additional ten (10) year period, commencing on April 1, 2019 and ending on March 21, 2029 (the “Second Term”);
- (ii) An additional twenty (20) year period, commencing on April 1,

- 2029, and ending on March 31, 2049 (the “Third Term”);
- (iii) An additional five (5) year period, commencing on April 1, 2049, and ending on March 31, 2054 (the “Fourth Term”); and
 - (iv) Additional year-by-year one (1) year periods unless either party provides ninety (90) days prior written notice to the other party of its intention to terminate the Agreement.

(b) Section 8 in the Original Lease is hereby modified such that, as of the Effective Date of this First Amendment, Lessee shall owe annual rent to Lessor in the amount of \$7,800.00 (“**Rent**”), which amount shall be deemed to include all applicable sales taxes and escalate each year at the lesser of CPI (as defined below) or 3%. Lessee shall deliver a prorated payment of Rent to Lessor within thirty (30) days after the Effective Date of this Amendment (i.e., to cover the increased rental amount which becomes due and payable between the Effective Date of this First Amendment and March 31, 2025). Subsequently, Lessee shall deliver its Rent payment to Lessor on or before April 1, 2025 and on or before each April 1 thereafter during the remainder of the Lease Term. For purposes of this subsection, “CPI” shall mean the Consumer Price Index All Urban Consumers, US All Items, 1982-84 = 100, CPI Series 1.0. CUUR0000SA0 or any similar index which takes the place of the CPI.

3. **Premises.** Lessee may use and occupy the Premises to construct, operate and maintain the Project described in Section 1.28 of the Gas Rights Agreement (the “**Project**”), including but not limited to, those landfill gas fired electric generation facilities described in the Original Lease and the RNG Facility described in the Gas Rights Agreement. Lessor acknowledges and agrees that Lessee intends to alter the size, shape and layout of the existing Premises to accommodate additional and/or modified Improvements (defined in Section 5 below). Because Lessee will not know the final size, shape or layout of the modified Premises until after it obtains all applicable permits and other governmental and quasi-governmental approvals (collectively, “**Approvals**”), the definition of “Premises” in Section 1(a) of the Original Lease is hereby deleted in its entirety and preliminarily replaced with the legal description and boundary survey of the Premises, as certified by a Florida licensed surveyor, set forth in the attached Exhibit A. All references to the term “Premises” in the Lease shall mean and refer to the real property preliminarily depicted on the attached Exhibit A. Upon receipt of all applicable Approvals, Lessee will submit revised boundary survey of the Premises certified by a Florida licensed surveyor to Lessor for approval, such approval not to be unreasonably withheld, conditioned or delayed. Upon Lessee’s receipt of such approval from Lessor, Lessee may commence its efforts to construct the new and/or modified Improvements in accordance with all applicable Approvals and Lessor’s approval of the updated Exhibit A. Once construction of all new and/or modified Improvements for the Project have been completed, Lessee shall cause an as-built survey of the Premises to be prepared, after which, Lessor and Lessee shall amend the attached Exhibit A to reference the legal description for the Premises from that as-built survey. Following construction of the new and/or modified Improvements, certain Improvements may need to be relocated or added by Lessee. Under such circumstances, Lessor and Lessee shall further amend the attached Exhibit A to memorialize such relocated or added Improvements so long as the nature and extent of any such relocated or added Improvements are located within the boundaries of the legal description attached hereto as Exhibit A (as set forth on the as-built

survey), and such amendments shall not require further approval by Lessor's City Council. However, any proposed amendment or modification by Lessee to the legal description attached hereto as **Exhibit A** (as set forth on the as-built survey) which expands or increases the size or acreage of the Premises in any way shall require approval by the Lessor's City Council.

4. **Easement Agreement.** Simultaneously with the execution and delivery of this First Amendment, Lessor and Lessee also shall execute and deliver an easement agreement in the form of the attached **Exhibit B** ("Easement Agreement"; that portion of Lessor's property which is encumbered by the Easement Agreement, the "Easement Area"). Lessee agrees to record the Easement Agreement in the applicable public records for Duval County, Florida. Lessee shall be responsible for all costs associated with such recording.

5. **Improvements and Removal Obligations.** All improvements, facilities and other property constructed and/or placed at the Premises by or on behalf of Lessee (collectively, "Improvements") shall at all times remain the property of Lessee, and Lessor shall have no right, title or interest therein. All Improvements constructed or placed on the Premises by Lessee during the Lease Term may be repaired, replaced, relocated within the Premises, removed, added to within the Premises or expanded upon within the Premises by Lessee, at Lessee's sole expense, at any time during the Lease Term. Lessor acknowledges and agrees that, other than with respect to: (i) liens on unpaid personal property taxes, (ii) code enforcement liens, and (iii) other lien rights which may become available to Lessor solely as a result of Lessor's regulatory authority and not arising because Lessor is a party under the Lease, to any extent in which Lessor may now or in the future hold a statutory lien or common law lien with respect to the Improvements or any component thereof, such lien automatically and irrevocably will be deemed subject, subordinate and inferior to the rights, claims and lien of Lenders or Lessee Mortgagees (each as defined below) in such Improvements. The terms of the foregoing sentence will be deemed self-operative and no further instrument of subordination will be required; provided, however, that within forty-five (45) days after Lessee's request from time to time, Lessor will execute and deliver documentation that may be reasonably required by Lessee, the Lender or the Lessee Mortgagee to confirm that Lessor's statutory lien and/or common law lien, as applicable, is subject, subordinate and inferior to the rights, claims and lien of the Lender or Lessee Mortgagee in such Improvements. Lessor's failure to execute and deliver such documentation will be deemed a default hereunder. Within twelve (12) months after the termination of the Lease (the "Removal Period"), Lessee shall terminate all Lessee operating permits, as applicable, related to the Project (or transfer such operating permits to Lessor, if transferrable and as mutually agreed to between the Parties) and remove all Improvements (or, as applicable, the Equipment) owned by Lessee from the surface of the Premises and restore the surface of the area formerly occupied by the Improvements (or, as applicable, the Equipment) to substantially the same physical condition that existed immediately before the construction of such Improvements (or as applicable, the Equipment), reasonable wear, tear and change caused by casualty and condemnation excepted (the "Removal Obligations"). At Lessee's request, Lessor may extend the Removal Period for up to two (2) two-month periods in its sole discretion. If Lessee shall fail to complete the Removal Obligations within the Removal Period, Lessor may, in addition to any other rights it may have at law or in equity, elect to (i) receive with no additional consideration exchanged between the Parties, title to the buildings owned by Lessee and located on the Premises on an as-is, where is, basis (collectively, the "Buildings"), provided for greater clarity, that in the event of such election, Lessee shall retain

title to the Improvements (other than the Buildings) comprising the Electric Facility and RNG Facility (as defined in the Gas Rights Agreement) (collectively, the “**Equipment**”), in which case the Buildings shall become the property of Lessor; or (ii) complete the removal and disposal of the Buildings, only if Lessor does not elect to accept title under (i) above, and Equipment at Lessee’s cost, in which case Lessee shall reimburse Lessor within thirty (30) days of receipt of Lessor’s invoice, for the costs of completing Lessee’s Removal Obligations and if applicable, disposing of the Equipment (and if applicable, the Buildings), with no liability or obligations to Lessee for such removal and disposal apart from its payment obligations as set forth herein. Lessee shall indemnify and hold harmless Lessor in connection with the removal and or disposal of the Equipment as set forth herein with regard to any installment purchase contracts, lease agreements, or other security agreements or other agreements related to the Equipment. Notwithstanding anything to the contrary, Lessee’s right of pedestrian and vehicular access to, from and across the Premises shall extend through the expiration of the Removal Period for the purpose of enabling Lessee and its employees and agents to comply with the Removal Obligations. Lessee shall adhere to the indemnification provisions and maintain insurance coverage in accordance with Section 9 of the Gas Rights Agreement during the Removal Period. Lessee’s Removal Obligations and all costs associated thereto shall be secured by the Financial Security (as defined in the Gas Rights Agreement) required by Lessee in the Gas Rights Agreement.

6. **Lessor’s Access to the Premises.** Notwithstanding anything to the contrary and including but not limited to Section 13 of the Original Lease, Lessor may enter the Premises during normal business hours upon no less than three (3) business days’ prior written notice to Lessee for the purpose of inspecting, preventing waste, loss or destruction, or enforcing any of their rights or powers under the Lease. Lessee’s agent(s) shall be given a meaningful opportunity to accompany Lessor’s agent(s), and Lessor’s agent(s) shall comply with all of Lessee’s reasonable rules and instructions, during all instances of accessing the Premises. Notwithstanding the foregoing, Lessor may enter the Premises at any time in the event of an emergency (but shall make reasonable efforts, under the circumstances, to notify Lessee thereof and/or to allow for a representative of Lessee to be present during such entry). Subject to the limitations and provisions of Section 768.28, Florida Statutes, which provisions are not expanded, altered or waived, and up to the limits of any insurance coverage carried by Lessor, Lessor shall defend, indemnify, protect, and hold Lessee, its affiliates and its and their respective agents, contractors, employees, licensees and invitees harmless from and against all liabilities, costs, expenses, obligations, losses, damages and other claims (including reasonable attorneys’ fees) related to, arising from or in connection with negligence or other wrongful act or omission by Lessor, its agents, contractors or employees during all instances of accessing the Premises.

7. **Assignments.**

(a) Notwithstanding anything to the contrary, including but not limited to Section 19 of the Original Lease, Lessee and any permitted assignee, shall have the right, without Lessor’s consent, to sell, convey, lease, or assign all or any portion of the Lease, the Premises or Lessee’s improvements and other property described therein (collectively, “**Lessee’s Interests**”), on either an exclusive or a non-exclusive basis, or to grant licenses with respect to Lessee’s Interests (in each case, an “**Assignment**”), to a Qualified Assignee (defined below), provided that the Qualified Assignee assumes, in writing pursuant to an Approved Form of Assignment (defined below), all

of Lessee's duties and obligations hereunder to the extent that the Lessee does not retain liability therefor. Lessee shall not enter into an Assignment with a person or entity (each an "Assignee") who is not a Qualified Assignee without Lessor's prior written consent, which assignment to a non-Qualified Assignee shall require prior approval by Lessor's City Council. Each Assignee shall use the Lessee's Interests only for the uses permitted under the Lease and shall expressly assume Lessee's obligations under the Lease via an assignment and assumption agreement which is substantially in the form attached hereto as **Exhibit C** ("**Approved Form of Assignment**"). In connection with any assignment authorized hereunder, Lessee shall provide a minimum of thirty (30) days prior written notice of such assignment together with reasonable written documentation or other information confirming that the proposed Qualified Assignee has the experience, qualifications, and financial capacity to perform Lessee's obligations pursuant to this Lease ("**Notice of Assignment**"). Within fifteen (15) days after Lessor receives such Notice of Assignment from Lessee, Lessor shall provide either its written request reasonably describing why the information in the Notice of Assignment is deficient or its consent to such assignment, not to be unreasonably delayed, conditioned or withheld. If Lessee provides additional information to satisfy such deficiency, Lessor has fifteen (15) days from receipt of such information to provide its consent, not to be unreasonably delayed, conditioned or withheld. No response from Lessor within either of the aforementioned fifteen (15) day periods automatically shall be deemed the same as Lessee's receipt of consent from the Lessor. Once Lessor gives or is deemed to have given its prior written consent to the same, upon Lessor's receipt of an Approved Form of Assignment between Lessee and any permitted Assignee or a Qualified Assignee, then the applicable Assignment referenced in the Approved Form of Assignment shall be deemed approved by Lessor without any additional action required by Lessee or said Qualified Assignee. Notwithstanding anything to contrary in this Lease, any partial assignment of this Lease shall require the prior written consent of the Lessor, not to be unreasonably delayed, conditioned or withheld. When Lessee makes any Assignment under this Section, Lessee shall give written notice to Lessor of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes); provided Lessee's failure to give such notice shall not constitute a default under the Lease, but rather shall only have the effect of not binding Lessor with respect to such assignment or conveyance until such notice is given. Any such Assignment by Lessee of Lessee's Interests, or any portion thereof, to a Qualified Assignee shall release Lessee from all obligations accruing after the date that liability for such obligations is assumed by the Qualified Assignee. If such Assignment is not to a Qualified Assignee, then Lessee shall not be released from its obligations under the Lease without Lessor's prior written consent. The term "**Qualified Assignee**" shall mean (a) an Affiliate (defined below) of Lessee, including but not limited to NextEra Energy Partners, LP and NextEra Energy Operating Partners, LP), or (b) a Lessee Mortgagee upon a foreclosure of a mortgage leasehold interest in the Property or a transferee upon a transfer in lieu of foreclosure pursuant to a mortgage, provided such mortgage is not entered into for the purpose of circumventing the restrictions on assignment set forth in the Lease, or (c) a Lender in the context of a finance lease financing structure provided the Lessee (or its successor or permitted assign) retains operational control over the Project and assumes the associated risks and benefits or ownership. For the purposes of this paragraph, "Affiliate" shall mean any entity that controls, is controlled by, or is under common control with Lessee. "Control" or "controlled by" in the previous sentence means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to vote more than 50% of the voting interest in the ordinary direction of the entity's affairs.

(b) Any purported assignments or other transfers of the Lease, in whole or in part, not in compliance with this Section 7 shall be void. Subject to the foregoing, the Lease shall bind and inure to the benefit of the parties and their permitted successors and assigns.

(c) Lessee may, without Lessor's consent (but without relieving itself from liability hereunder), transfer, sell, pledge, encumber, or assign the Lease or the accounts, revenues or proceeds hereof to a Lender as collateral security for obligations under financing or leasing documents entered into with such Lender (each, a "**Collateral Assignment**"; an agreement involving a Collateral Assignment, a "**Collateral Assignment Agreement**"). The term "**Lender**" means any and all people, entities or successors in interest thereof (A) lending money or extending credit (including any finance lease or build-to-suit facility in contemplation of a finance lease, monetization of tax benefits, back-leverage or paygo financing or credit derivative arrangement) to Lessee or to an affiliate of Lessee, including but not limited to: (i) for the construction, interim or permanent financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; (iv) for any capital improvement or replacement related to the Project; or (v) for the acquisition of the Project and related Project rights; and/or (B) participating (directly or indirectly) as an equity investor in the Project primarily in connection with the utilization of applicable federal tax credits or tax depreciation benefits associated with holding an ownership interest in the Project; and/or (C) participating as lessor under a finance lease or operating lease arrangement relating to the Project or part thereof or as owner in a build-to-suit facility in contemplation of a finance lease or operating lease, or as a participant, rent assignee or security assignee of any such lessor or owner.

(d) The covenants set forth in Section 10 below shall apply in connection with a Lessee Mortgage and/or Collateral Assignment. Lessor agrees to execute such other agreements as the Lessee Mortgagee or Lender may request in form and substance reasonably acceptable to Lessor, in connection with the Lessee Mortgage or Collateral Assignment, but Lessor shall have no obligation to enter into any agreement that adversely affects any of Lessor's rights or benefits, or materially increase Lessor's risks or obligations, under the Lease.

8. **Environmental condition of property; "As-is"**.

8.1 **No Environmental Representations by Lessor.** Except as otherwise specifically set forth in the Gas Rights Agreement, Lessor makes no representations or warranties as to the environmental condition of the Premises. Lessor has made available to Lessee copies of all available environmental investigations, studies, audits, reports or tests in relation to the Premises.

8.2 **Lease "As-Is"**. Except as otherwise specifically set forth in this Lease or the Gas Rights Agreement, it is understood and agreed by Lessee that Lessor disclaims all warranties or representations of any kind or character, express or implied, with respect to the Premises or Easement Area, including but not limited to, warranties or representations as to matters of title, zoning, physical or environmental conditions, availability of access, ingress or egress, operating history, government approvals, governmental regulations or any other matter or thing relating to or affecting the Premises or Easement Area. Lessee represents that it has conducted or will conduct prior to executing this First Amendment, such inspections and investigations of the

Premises, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon the same, and upon the effective date of the Lease shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, including the existence in or on the Property of Hazardous Materials and Hazardous Substances (as defined in the Gas Rights Agreement), that may not have been revealed by inspections and investigations. Lessee agrees as of the effective date of the First Amendment that the Premises shall be leased to Lessee “as is, where is,” with all faults. Nothing in this Section 8.2 shall be read to limit Lessor’s sole liability for any environmental condition or Hazardous Materials contamination found at, on, under, or emanating from the Premises, Easement Area or elsewhere on Lessor-owned property that pre-exists Lessee’s presence on the Premises or use of the Easement Area or that exists in any event at any time after Lessee is present on the Premises or Easement Area unless such condition or contamination is caused, increased, or exacerbated as a result of Lessee’s negligence or willful misconduct.

9. **Intentionally deleted.**

10. **Lessee’s Right to Mortgage and Collaterally Assign.** Lessee may, upon notice to Lessor, but without Lessor’s consent or approval, mortgage, collaterally assign (including, without limitation, to a lessor of the Project or part thereof or a prospective lessor under a build-to-suit arrangement in contemplation of a lease of the Project or part thereof), or otherwise encumber and grant security interests in all or any part of the Improvements or Lessee’s Interests in the Premises. These various mortgages, liens, security interests in all or a part of the Improvements or Lessee’s Interests in the Premises are collectively referred to as a “**Lessee Mortgage**” and each holder of the Mortgage, is referred to as “**Lessee Mortgagee**”. To the extent permitted by the Lessee Mortgage or Collateral Assignment Agreement at issue, any Lessee Mortgagee or Lender shall be permitted to exercise or perform any and all of Lessee’s rights and obligations under the Landfill Agreements and Lessor shall accept such exercise and performance thereby. Any Lessee Mortgagee under any Lessee Mortgage and/or Lender under any Collateral Assignment Agreement shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, without notice to or approval of Lessor. Whenever Lessee has mortgaged or assigned an interest under the Lease or other Landfill Agreements, or has conveyed an interest pursuant to the requirements of Section 7 above, it will give notice of the mortgage, assignment or conveyance (including the address of the Lessee Mortgagee, Lender or Assignee for notice purposes) to Lessor, *provided* that failure to give this notice shall not constitute a default under the Lease or other Landfill Agreements but rather shall only have the effect of not binding Lessor with respect to such mortgage, assignment or conveyance until notice is given. Lessee’s failure to make an Assignment of Lessee’s interest in accordance with the requirements of Section 7 above shall invalidate and void such Assignment.

(a) **Lessor Obligations.** Provided that Lessor’s fee estate in the Property is not encumbered by the Lessee Mortgage in any Lessee financing documents or by the Lender in any Collateral Assignment Agreement, Lessor agrees to consent in writing to financing documents and Collateral Assignment Agreement as may reasonably be required by Lessee Mortgagees or Lenders, as applicable.

(b) **Mortgagee/Assignee Obligations.** Any Lessee Mortgagee, Lender or Assignee that does not directly hold an interest in the Improvements and/or Lessee's Interests in the Premises, or whose interest is held solely for security purposes, shall have no obligation or liability under the Lease or other Landfill Agreements prior to the time the Lessee Mortgagee, Lender or Assignee directly holds an interest in the Lease or other Landfill Agreement, or succeeds to absolute title to Lessee's Interest. A Lessee Mortgagee, Lender or Assignee shall be liable to perform obligations under the Landfill Agreements only for and during the period it directly holds such interest or absolute title. Any Assignment pursuant to the requirements of Section 7 above to a Lessee Mortgagee, Lender or their respective designees under this Section 10 shall only release Lessee from obligations accruing after the date that liability is assumed by the Lessee Mortgagee, Lender or such designee and not before such date that liability is assumed under the Landfill Agreements.

(c) **Right to Cure Defaults/Notice of Defaults.** To prevent termination of the Lease or other Landfill Agreements, any Lessee Mortgagee, Lender or Assignee shall have the right, but not the obligation, at any time to perform any act necessary, in accordance with applicable law, to cure any default and to prevent the termination of the Landfill Agreements or any interest in the Improvements. Pursuant to Section 11 below (or otherwise, to the extent permissible under the Lease) and provided Lessor received prior written notice of Lessee Mortgagee or Lender (including address), Lessor shall deliver a courtesy copy of any default notice to the Lessee Mortgagee or Lender, as applicable, and an opportunity to cure in accordance with this Lease. For purposes of clarity, it shall not be a precondition to the exercise of any rights or remedies of Lessor hereunder if Lessor fails to provide such notice to the Lessee Mortgagee or Lender.

(d) **Intentionally deleted.**

(e) **Certificates, etc.** Lessor shall execute estoppels certificates (certifying as to truthful matters, including without limitation that no default then exists under the Lease or other Landfill Agreement, if such be the case), consents to assignment and non-disturbance agreements, each as reasonably acceptable to Lessor, as Lessee or any Lessee Mortgagee, Lender or Assignee may reasonably request from time to time. The parties shall cooperate in amending the Lease or other Landfill Agreements from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee, Lender or Assignee to implement the provisions contained in this First Amendment or to preserve a Lessee Mortgagee's or Lender's security interest, provided that no such amendment will reduce any responsibilities or obligations, including monetary obligations, owed by Lessee to Lessor under the Lease or other Landfill Agreement.

(f) **Lessee Mortgagee Protection.** Any Lessee Mortgagee or Lender, upon delivery to Lessor of notice of its name and address, for so long as the applicable Lessee Mortgagee or Collateral Assignment Agreement is in existence and retains its interest in the Improvements and/or the Premises, shall be entitled to the following protections which shall be in addition to those granted elsewhere in the Lease:

(1) **Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** A Lessee Mortgagee or Lender shall have the absolute right: (i) to assign its Lessee Mortgage or Collateral Assignment Agreement; (ii) to enforce its lien and acquire title to all or any portion of the Improvements and/or Lessee's Interest in the Premises by any lawful means; (iii) to take possession of and operate, in its own capacity or through a person or entity meeting the definition of a Qualified Assignee, all or any portion of the Improvements and/or Lessee's Interest in the Premises and to perform, in its own capacity or through a person or entity meeting the definition of a Qualified Assignee, all obligations to be performed by Lessee under the Lease or other Landfill Agreements, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Improvements and/or Lessee's Interest in the Premises by foreclosure or by an assignment in lieu of foreclosure and thereafter without Lessor's consent to assign or transfer all or any portion of the Improvements and/or Lessee's Interest in the Premises to a Qualified Assignee or otherwise pursuant to the terms of Section 7.

(2) **Opportunity to Cure.** During any period of possession or use of the Premises by a Lessee Mortgagee or Lender (or a receiver requested by a Lessee Mortgagee or Lender) and/or while any foreclosure proceedings instituted by a Lessee Mortgagee or Lender are pending, the Lessee Mortgagee or Lender shall pay or cause to be paid the fees and all other monetary charges payable by Lessee under the Lease and other Landfill Agreements which have accrued and are unpaid at the commencement of the period and those which accrue thereafter during the period. Notwithstanding anything to the contrary, however, neither a Lessee Mortgagee nor a Lender shall be obligated to perform or be liable for any obligation of Lessee under the Lease until and unless Lessee Mortgagee or Lender assumes the Lease through the exercise of the Lessee Mortgagee's or Lender's rights and remedies under the Lessee Mortgage, Collateral Assignment Agreement or related documents. Any party assuming the Lease through the exercise of the Lessee Mortgagee's or Lender's rights and remedies under the Lessee Mortgage, Collateral Assignment Agreement or related documents shall agree in writing to be bound by and to assume the terms of the Lease and all of Lessee's obligations under the Lease, including the obligation to cure any then-existing defaults capable of cure by performance or the payment of money damages. If Lessee Mortgagee, Lender or their respective successors assume the Lease as set forth herein, Lessor shall continue the Lease with Lessee Mortgagee, Lender or their respective successors, as the case may be, substituted wholly in the place of Lessee.

(g) **Mortgagee's Consent to Amendment, Termination or Surrender.** Notwithstanding any provision of the Lease or other Landfill Agreements to the contrary, the parties agree that so long as there exists an unpaid Lessee Mortgagee or Lender of which Lessee has given notice to Lessor, neither the Lease nor other Landfill Agreements shall be modified or amended, and Lessor shall not accept a surrender, cancellation or release of all or any part of the Premises from Lessee without the prior written consent of the Lessee Mortgagee or Lender, which consent shall not be unreasonably withheld, conditioned or delayed. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee and/or Lender as if it were a party named in the Lease and other Landfill Agreements.

(h) **No Merger.** There shall be no merger of the Lease or Lessee's Interest in the Premises with the fee estate in Premises by reason of the fact that the Lease or any interest in the Premises may be held, directly or indirectly, by or for the account of any person or persons

who shall own any interest in the fee estate. No merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including each Lessee Mortgagee and Lender) having an interest in the Lease or in the estate of Lessee shall sign and record a written instrument effecting such merger.

(i) **Intentionally deleted.**

(j) **Further Amendments.** At Lessee's request, Lessor shall amend the Lease and other Landfill Agreements to include any provision which may reasonably be requested by a proposed Lessee Mortgagee or Lender and are reasonably acceptable to Lessor; provided, however, that such amendment does not impair any of Lessor's rights under the Landfill Agreements or substantially increase the burdens or obligations of Lessor under the Landfill Agreements, as reasonably determined by Lessor and Lessee in good faith. Upon the request of any Lessee Mortgagee or Lender, Lessor shall execute any additional instruments reasonably acceptable to Lessor and that are reasonably required to evidence such Lessee Mortgagee's or Lender's rights under the Landfill Agreements. Any amendment to this Lease shall require the approval of Lessor's City Council.

(k) **Survival.** The provisions of this Section 10 shall survive the termination, rejection or disaffirmation of the Lease and other Landfill Agreements and shall continue in full force and effect thereafter to the same extent as if this Section 10 were a separate and independent contract made by Lessor, Lessee and each Lessee Mortgagee and Lender.

11. **Lessee's Default; Termination by Lessor.** Except as qualified by Section 10 above, and notwithstanding anything to the contrary, including but not limited to Sections 11 and 12 of the Original Lease, Lessor shall have the right to terminate the Lease only where: (a) a payment default under the Lease by Lessee shall have occurred and remains uncured for forty-five (45) days after Lessee's receipt of written notice thereof from Lessor (a "**Monetary Default**"); (b) Lessee fails to meet any of its non-monetary obligations under the Lease ("**Non-Monetary Default**") within forty-five (45) days after receiving written notice thereof from Lessor (or if such default cannot be cured through the exercise of reasonable diligence within such 45-day period, if Lessee fails to commence corrective action within such 45-day period or thereafter fails to diligently prosecute same to completion), or (c) the Gas Rights Agreement is terminated. Except as specifically allowed by Sections 11 and 12 of this First Amendment, the Lease shall not be terminable by Lessor or Lessee under any circumstances.

12. **Default by Lessor; Termination by Lessee.**

(a) Notwithstanding anything to the contrary, including but not limited to Section 11 of the Original Lease, Lessor shall be in default of the Lease if it shall fail to meet any of its obligations under the terms of the Lease and shall not cure such default within forty five (45) days after written notice thereof from Lessee (or if such default cannot be cured through the exercise of reasonable diligence within such 45-day period, if Lessor fails to commence corrective action within such 45-day period or thereafter fails to diligently prosecute same to completion) ("**Lessor Default**"). Upon the occurrence of a Lessor Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand

whatsoever: (i) terminate the Lease, Easement Agreement and other Landfill Agreements without being liable for prosecution or any claim of damages therefor; and/or (ii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including but not limited to all loss or damage which Lessee may suffer by reason of such Lessor Default.

(b) Notwithstanding the foregoing, provided Lessee is not in default under any term of the Lease beyond all applicable notice and cure periods and has exercised its right to terminate under the Gas Rights Agreement, Lessee, at its option, shall have the right to terminate the Lease at any time during the Lease Term as to all or any part of the Premises. Termination shall be effective thirty (30) days after written notice of such termination to Lessor. If Lessee's notice is a full termination of the Lease and does not result from an uncured Lessor Default, the parties shall be relieved of all further duties and obligations under the Lease, other than (i) the payment of any accrued and unpaid obligations owed by either party as of the date of termination; (ii) the removal of the Improvements by Lessee pursuant to the terms of this First Amendment; and (iii) any other obligations and liabilities that are expressly stated in the Lease to survive such termination. Upon any such partial termination by Lessee, the parties shall be relieved of all further duties and obligations under the Lease with respect to the portion thereof terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of the Lease. The parties agree to execute an amendment to the Lease evidencing such partial termination.

13. **Authority.** Lessor and Lessee are authorized to execute this Lease.

14. **Estoppel.** Each of Lessor and Lessee hereby acknowledge and agree that as of the Effective Date, such party is not aware of any default under the terms or provisions of the Original Lease or the other Landfill Agreements by the other party, or of the occurrence of any event that with the giving of notice or passage of time will result in a default under the Lease or other Landfill Agreements by such other party.

15. **Entire Agreement.** The Original Lease, as modified by this First Amendment, contains the entire agreement between the parties with respect to the matters detailed above and supersedes any and all oral negotiations and prior writing with respect hereto. All of the terms, conditions, and provisions of the Original Lease not specifically amended herein shall remain in full force and effect and the Original Lease is hereby ratified and confirmed as amended hereby. In the case of any conflicts between the terms of the Original and this First Amendment, the terms of this First Amendment shall control.

16. **Governing Law.** The Lease shall be construed in accordance with the laws of the State of Florida and venue for any legal action with respect thereto shall be Duval County, Florida, exclusively. The Parties agree to first attempt to settle any dispute arising out of or in connection with the Lease by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with the Lease, each shall have all remedies available at law or in equity, subject to the terms of the Lease.

17. **Counterparts.** This First Amendment may be executed electronically and in any number of original counterparts. All such counterparts shall constitute one and the same agreement.

18. **Recording.** Simultaneously with the execution and delivery of this First Amendment and the Easement Agreement, Lessor and Lessee also shall execute and deliver a memorandum of lease in the form of the attached **Exhibit D** (a “**Memorandum of Lease Agreement**”). Lessor and Lessee agree that Lessee, at Lessee’s election, may record the Memorandum of Lease Agreement in the applicable public records for Duval County, Florida. Lessee shall be responsible for all costs associated with such recording.

<Signature Page Follows>

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this First Amendment to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

LESSOR:

CITY OF JACKSONVILLE,
a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

WITNESSES:

Print name: _____
Address: _____

Donna Deegan, as Mayor

Print name: _____
Address: _____

ATTEST:

James R. McCain, Jr.
Corporation Secretary

FORM APPROVED:

Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____ on behalf of Donna Deegan, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, on behalf of the City, who are personally known to me or have produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

EXECUTED on the date set forth below.

Witnesses for Lessee:

LESSEE:

Trail Ridge Energy, LLC
a Michigan limited liability company

Name: _____

Address: 700 Universe Blvd.
Juno Beach, FL 33408

By: _____

Name: _____

Its: _____

Name: _____

Address: 700 Universe Blvd.
Juno Beach, FL 33408

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of physical presence
or online notarization, this _____ day of _____, 2025 by
_____, as _____ of Trail Ridge Energy, LLC, a Michigan limited liability
company, personally known to me to be the person who subscribed to the foregoing instrument
and acknowledged that he/she executed the same on behalf of said limited liability company and
that he/she was duly authorized so to do.

(notary seal)

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

EXHIBIT A to First Amendment to Lease Agreement

LEGAL DESCRIPTION OF PREMISES

[To immediately follow this page.]

Final as-built drawings to replace this preliminary drawing when prepared

Exhibit A Facility, Delivery Point(s)

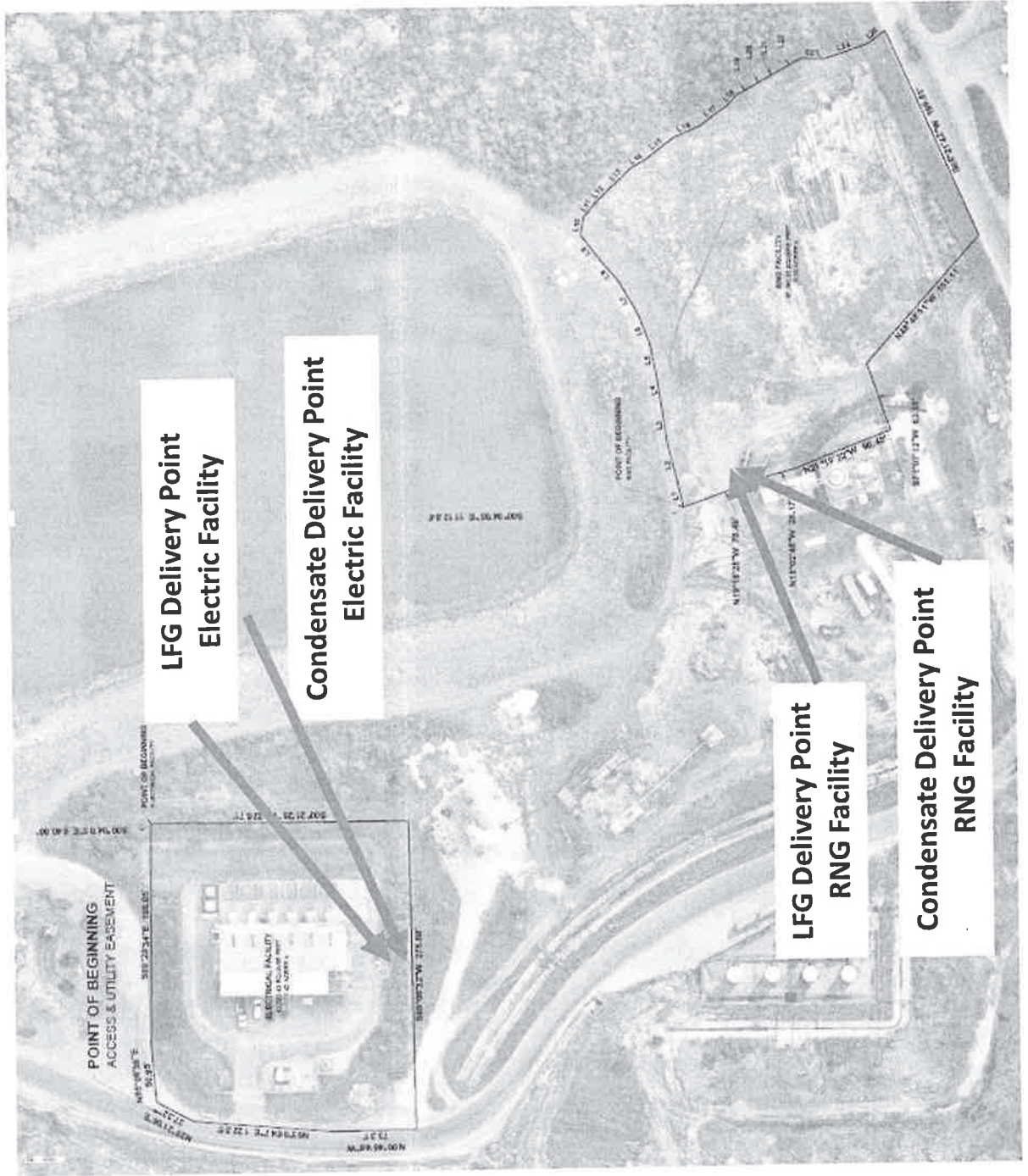


EXHIBIT B to First Amendment to Lease Agreement

EASEMENT AGREEMENT

PREPARED BY AND
AFTER RECORDING RETURN TO:
Matthew Kwasman, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 304-6526

(This space reserved for recording information)

EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is made and entered into the ____ day of _____, 2025 (the "**Effective Date**") by and between TRAIL RIDGE ENERGY, LLC, a Michigan limited liability company, doing business at 700 Universe Blvd., Juno Beach, FL 33408, hereinafter referred to as the "**Grantee**" and the CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, whose address is 117 West Duval Street, Jacksonville, FL 32202, located in Duval County, Florida, hereinafter referred to as the "**Grantor**". Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in Duval County, Florida more particularly described on Exhibit A attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantee is constructing, operating and maintaining a project located in Duval County, Florida involving facilities: (a) which generate landfill gas electric; (b) which process landfill gas; and (c) to deliver energy and by-products produced from the foregoing facilities to third parties (the "**Project**"); and

WHEREAS, on April 1, 2008, the Parties entered into (1) a Landfill Gas Rights Agreement (as amended, the "**Gas Rights Agreement**"); (2) a Three-Party Contract; and (3) a Lease Agreement (as amended, the "**Lease Agreement**"), each with respect to the Project (collectively, the "**Existing Agreements**"); and

WHEREAS, simultaneously with the execution of this Agreement, the Parties are amending the Existing Agreements to, among other objectives, modify the size, shape and layout of the existing leased premises; and

WHEREAS, with this Agreement, Grantor desires to grant and convey to Grantee certain easements over, under and across a certain portion of the Property on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the good and valuable consideration set forth herein, the adequacy and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Easements.** On the Effective Date, the Easements (as defined below) shall automatically become effective and Grantor shall be deemed to have granted and conveyed the non-exclusive Easements to Grantee as of such date and the Parties shall be subject to all of the terms and conditions of this Agreement with respect to such Easements. As used herein, the Facility Easement, the Access and Utility Easement, the Evaporator Easement, the Construction Easement and the Grantor Easements (each defined below) shall collectively be referred to as "**Easements**", and the portion of the Property encumbered by the Easements shall be referred to as the "**Easement Area**." The attached Exhibit B is a preliminary drawing showing the location of the Easement Area.

a. Grantor grants to Grantee a non-exclusive easement on, over, along and under that portion of the Property which is preliminarily depicted on the attached Exhibit B ("**Facility Easement**"; that portion of the Property which is encumbered by the Facilities Easement, the "**Facility Easement Area**") for Grantee, its employees, agents and contractors, at Grantee's cost and expense:

(i) to construct, install, operate, remove, repair and maintain Facilities (as defined below) (A) within the Facility Easement Area; and (B) to connect applicable Facilities to related improvements owned or operated by Grantor which are located within the boundaries of the Property but outside the boundaries of the Facilities Easement Area, together with reasonable access to those improvements which are located outside the boundaries of the Facilities Easement Area, all subject to the prior written approval of Grantor with respect to the location where those Facilities are placed within the Facility Easement Area, and the manner in which Grantee connects its Facilities to those improvements which are located outside the boundaries of the Facilities Easement Area, in each case, such approval not to be unreasonably withheld, conditioned or delayed. The term "**Facilities**" refers to any and all improvements needed to operate the Project, including but not limited to, pipelines, conduits, cables, electric lines facilities, transmission lines, condensate lines, potable and non-potable water lines, water discharge lines, water hydrants, interconnection lines, stormwater drainage lines, telecommunication lines, computer data systems, radio relay systems, landfill gas tie-in lines, flares, fiber optics and facilities related to and needed in connection with each of the foregoing.

(ii) to store and stage tools, materials and equipment needed in connection with the construction, operation, repair, maintenance, and removal of the Facilities.

(iii) to park vehicles (including, without limitation, construction vehicles) and temporary construction trailers during the construction of the Facilities, and thereafter upon notice from Grantee to Grantor during those periods of time when Grantee

performs maintenance, repair, relocation or removal activities.

(iv) to effect access between the Evaporator Easement Area, the Access and Utility Easement Area and each component of the leased premises described in the Lease Agreement.

Grantor and Grantee shall coordinate their respective use of the Facility Easement Area with each other in good faith to avoid disturbing the other party's lawful use of said area.

b. Grantor grants to Grantee a non-exclusive easement: (i) for vehicular and pedestrian ingress and egress over, across and along; and (ii) for the construction, operation, maintenance, repair and removal of utility and telecommunication-related Facilities over, under, across and along, that portion of the Property which is preliminarily depicted on the attached Exhibit B (the "**Access and Utility Easement**"; that portion of the Property which is encumbered by the Access and Utility Easement, the "**Access and Utility Easement Area**").

c. Grantor grants to Grantee a non-exclusive easement on, over, along and under that portion of the Property which is preliminarily depicted on the attached Exhibit B in order for Grantee, at Grantee's cost and expense, to exercise its rights and comply with its obligations under Exhibit C to the Gas Rights Agreement ("**Evaporator Easement**"; that portion of the Property which is encumbered by the Evaporator Easement, the "**Evaporator Easement Area**").

d. Grantor grants to Grantee a temporary non-exclusive easement on, over, along and under a portion of the Property, extending one hundred (100) feet beyond the outer boundaries of the Access and Utility Easement Area ("**Construction Easement**"; that portion of the Property which is encumbered by the Construction Easement, the "**Construction Easement Area**"): for Grantee, its employees, agents and contractors, at Grantee's sole expense: (i) to construct and install Facilities; (ii) to store and stage tools, materials and equipment; and (iii) to park vehicles and temporary construction trailers, each during the construction of the Facilities, and thereafter upon written notice from Grantee to Grantor, during those periods of time when Grantee performs maintenance, repair, relocation or removal activities.

e. To the extent that Grantor holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over, under or across the Property or for the benefit of the Property (the "**Grantor Easements**"), and such Grantor Easements are or could be used for the benefit of the Project, then the same are hereby included in this Agreement and the Easements, and Grantee shall be entitled to use such Grantor Easements if such use is permitted under Grantor Easements and provided that such use does not interfere with Grantor's use of the same.

f. Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies. Grantee hereby agrees to indemnify and hold Grantor harmless from any damages, liabilities or claims for property damage or personal

injury and mechanics or construction liens caused or created by Grantee and its employees, agents and contractors in the conduct of such inspections, investigations, surveys and tests, provided that Grantee shall not be responsible for, and the aforementioned indemnification and hold harmless obligation shall not apply to: (i) any loss, liability, cost or expense to the extent arising from or related to acts of third parties who are not Grantee, its employees, agents and/or contractors, (ii) any diminution in value of the Property arising from or related to matters discovered by Grantee during such inspections, investigations, surveys and tests, (iii) any latent defects in the Property discovered by Grantee, (iv) liability which results from the release of preexisting toxic or hazardous materials on or about the Property resulting from normal environmental testing procedures, and (v) liability which arises from the results or findings of Grantee's inspections, investigations, surveys and/or tests.

g. Upon receipt of all applicable Approvals (defined in Section 3 below), Grantee will submit revised preliminary drawings for the Easement Area to Grantor for approval, such approval not to be unreasonably withheld, conditioned or delayed. Upon Grantee's receipt of such approval from Grantor, Grantor may commence its efforts to construct the Facilities in accordance with all applicable Approvals. Once construction of all Facilities for the Project have been completed in the Easement Area, Grantee shall cause an as-built survey of the Easement Area to be prepared, after which, Grantor and Grantee shall amend the attached Exhibit B (from the aforementioned as-built survey) to reference the legal description for the various components of the Easement Area from that as-built survey. During the final development and construction of the Facilities, Grantee may add or change the location and route of the Easements, or any portion thereof, so long as such addition or change is located within the legal description contained on Exhibit B. Any amendment or modification to the legal descriptions of the Easements which differ from those set forth in the as-built survey will require prior approval from Grantor's City Council.

f. Pursuant to Section 3, Grantee shall be responsible for obtaining any Approvals for the Facilities, including rezoning or variances necessary for the construction of the Facilities for the Project.

2. **Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and continue for the term of the Lease Agreement, provided that the Removal Obligations shall remain in effect as provided in Section 14.

3. **Construction of the Project.** Grantee's ability to utilize the Easement Area is contingent upon obtaining all applicable permits and other governmental and quasi-governmental approvals (collectively, "**Approvals**") to construct, remove, operate, and maintain the Facilities in the Easement Area. Grantor shall reasonably cooperate with Grantee at Grantee's sole cost in its effort to obtain such Approvals, including signing documents. Grantee shall be responsible for obtaining, maintaining, and complying with the Approvals and all applicable laws with respect to obtaining any Approvals necessary or appropriate for construction of the Facilities for the Project.

4. **Intentionally deleted.**

5. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will unreasonably interfere with, impair

or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement or the other Existing Agreements.

6. **Mineral Development.** Upon Grantee's request, Grantor agrees to provide Grantee with current information concerning the status and location of all oil, gas and other mineral exploration and production activities on the Property. Any improvements installed by Grantor or on behalf of Grantor, or by any person/entity that acquires a new oil, gas or other mineral lease or renewals of existing oil, gas or other mineral lease entered into with Grantor relating to oil, gas or other mineral exploration and/or production, shall be installed and operated so as to not materially interfere with the Grantee's use of the Easement Areas or the leased premises contemplated under the Lease Agreement; and any such lease/agreement must include a surface use agreement that will prevent oil, gas and other mineral exploration and production activities from interfering with Grantee's use of the Property and acknowledge that this Agreement and related Grantee's surface use and right shall be dominant over any mineral estate right or use.

7. **Intentionally deleted.**

8. **Grantee's Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the Grantee's Interests (defined below). In addition, Grantee may, without Grantor's consent (but without relieving itself from liability hereunder), transfer, sell, pledge, encumber, or assign this Agreement or the accounts, revenues or proceeds hereof to a Lender (defined below) as collateral security for obligations under financing or leasing documents entered into with such Lender (each, a "**Collateral Assignment**"; an agreement involving a Collateral Assignment, a "**Collateral Assignment Agreement**"). Notwithstanding the foregoing, the parties incorporate herein by reference, as if fully set forth herein in its entirety, Section 10 (the "**Financing Provisions**") of the First Amendment to Lease Agreement dated of even date herewith by Grantor and Grantee (the "**Lease Amendment**"). The Financing Provisions shall apply in all instances that Grantee seeks to enter a Collateral Assignment, Grantee Mortgage (defined below) or other financing-related instrument with respect to Grantee's Interests, whether in whole or in part. For purposes of interpreting the Financing Provisions, references to "Lessor" shall mean the Grantor and references to "Lessee" shall mean Grantee. The term "**Grantee Mortgage**" refers to those various mortgages, liens, security interests in all or a part of the Easement Areas, the Facilities or Grantee's Interests. The term "**Grantee Mortgagee**" refers to each holder of a Grantee Mortgage. The term "**Lender**" shall have the same meaning given in the Lease Amendment. The Financing Provisions shall take precedence in any instance of a conflict with the terms of this Agreement.

Any Assignment of this Agreement, mortgage, deed of trust or other monetary lien placed on the Easement Areas by Grantor, or permitted by Grantor to be placed or to remain on the Easement Areas, shall be subject to this Agreement, to any Assignment of the Grantee Mortgage(s) or Collateral Assignment Agreement then in existence on the Facilities and/or Grantee's Interest in in this Agreement as permitted by this Agreement, to Grantee's right to encumber the Facilities and/or Grantee's Interest in in this Agreement, and to any and all documents executed or to be executed by Grantor in connection with Grantee's development of all or any part of the Easement Area. Grantor agrees to cause any monetary liens placed on the Easement Areas by Grantor in the

future to incorporate the conditions of this Section 8, which incorporates the conditions of Section 10 under the Lease Amendment.

9. **Assignments.** Notwithstanding anything to the contrary, Grantee and any permitted assignee shall have the right, without Grantor's consent, to sell, convey, lease, or assign (including, without limitation, collaterally assign) all or any portion of this Agreement, the Easement Area or Grantee's Facilities and other property therein (collectively, "**Grantee's Interests**"), on either an exclusive or a non-exclusive basis, or to grant licenses with respect to Grantee's Interests (in each case, an "**Assignment**"), in the same manner as Grantee may enter an Assignment or Collateral Assignment Agreement under Section 7 of the Lease Amendment. The parties incorporate herein by reference, as if fully set forth herein in its entirety, Section 7 (the "**Assignment Provisions**") of the Lease Amendment. The Assignment Provisions shall apply in all instances that Grantor seeks to enter an Assignment with respect to Grantee's Interests, whether in whole or in part. For purposes of interpreting the Assignment Provisions, references to "Lessor" shall mean the Grantor and references to "Lessee" shall mean Grantee. The Assignment Provisions shall take precedence in any instance of a conflict with the terms of this Agreement.

10. **Intentionally deleted.**

11. **Indemnity & Insurance.**

(a) Grantor and Grantee each shall adhere to and be bound by the applicable terms and provisions of Sections 8 and 9 of the Gas Rights Agreement during the term of this Agreement.

(b) The terms of this Section shall survive the expiration or sooner termination of this Agreement.

12. **Grantee's Default; Termination by Grantor.** Unless the Gas Rights Agreement is or has been terminated by Grantor or Grantee, the breach by Grantee of any provision hereof may only result in a cause of action by Grantor under applicable law and Grantor hereby waives all other rights it may have, in law or in equity, to terminate this Agreement. In the event of any such breach by Grantee, Grantor shall, at least forty-five (45) days prior to commencing any cause of action, give written notice of the cause of breach to Grantee, and any Grantee Mortgagee or Lender (of which it has been notified in writing) concurrently, specifying in detail the alleged event of breach and the required remedy; provided, however, that if the nature or extent of the obligation is such that more than forty-five (45) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then Grantee shall not be in default if it commences such performance within such forty-five (45) day period and thereafter pursues the same to completion with commercially reasonable diligence. If Grantee does not cure or commence curing and diligently pursue such cure to completion, such breach within forty-five (45) days of receipt of notice, the Grantee Mortgagee or Lender shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for the purposes of curing such breach. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Grantee Mortgagee or Lender (or their respective employees, agents,

representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Grantee hereunder.

13. **Grantor's Default; Termination by Grantee.**

(a) Grantor shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within forty five (45) days after written notice thereof from Grantee (or if such default cannot be cured through the exercise of reasonable diligence within such 45-day period, if Grantor fails to commence corrective action within such 45-day period and thereafter fails to diligently prosecute same to completion) ("**Grantor Default**"). Upon the occurrence of a Grantor Default, Grantee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) terminate this Agreement and the Existing Agreements without being liable for prosecution or any claim of damages therefor; and/or (ii) pursue any and all other action or remedies that may be available to Grantee at law or in equity, including but not limited to all loss or damage which Grantee may suffer by reason of such Grantor Default.

(b) Notwithstanding the foregoing, provided Grantee is not in default under any term of this Agreement beyond all applicable notice and cure periods, Grantee, at its option, shall have the right to terminate this Agreement at any time during the Term as to all or any part of the Easement Area. Termination shall be effective thirty (30) days after written notice of such termination to Grantor. If Grantee's notice is a full termination of the Agreement, the parties shall be relieved of all further duties and obligations under the Agreement, other than (a) the payment of any accrued and unpaid obligations owed by either party as of the date of termination; (b) the removal of the Facilities pursuant to the terms of Section 14; and (c) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any such partial termination by Grantee, the parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof terminated by Grantee. The parties agree to execute an amendment to this Agreement evidencing such partial termination.

14. **Removal.** All Facilities shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein. All Facilities constructed or placed in the Easement Area by Grantee during the Term may be repaired, replaced, relocated, removed, added to or expanded upon by Grantee, at Grantee's sole expense, at any time during the Term. Grantor acknowledges and agrees that, other than with respect to: (i) liens on unpaid personal property taxes, (ii) code enforcement liens, and (iii) other lien rights which may become available to Grantor solely as a result of Grantor's regulatory authority and not arising because Grantor is a party under this Agreement, to any extent in which Grantor may now or in the future hold a statutory lien or common law lien with respect to the Facilities or any component thereof, such lien automatically and irrevocably will be deemed subject, subordinate and inferior to the rights, claims and lien of the Grantee Mortgagees or Lender in such Facilities. The terms of the foregoing sentence will be deemed self-operative and no further instrument of subordination will be required; provided, however, that within forty-five (45) days after Grantee's request from time to time, Grantor will execute and deliver documentation that may be reasonably required by Grantee, the Grantee Mortgagee or Lender to confirm that Grantor's statutory lien and/or common law lien, as applicable, is subject, subordinate and inferior to the rights, claims and lien of the Grantee

Mortgagee or Lender in such Facilities. Grantor's failure to execute and deliver such documentation will be deemed a default hereunder. Regarding this Agreement, Grantee shall remove the Facilities in the same manner and time period, as may be extended, as required by the Removal Obligations contained in Section 5 of the Lease Amendment, the terms of which are hereby incorporated herein. If Grantee fails to remove the Facilities by the Removal Period (defined in Section 5 of the Lease Amendment), Grantor shall have the same rights and remedies as contained in Section 5 of the Lease Amendment for Grantee's failure to remove the same. Grantee's Removal Obligations and all costs associated thereto shall be secured by the Financial Security (as defined in the Gas Rights Agreement) required by Lessee in the Gas Rights Agreement.

15. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the Preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the Preamble; or (iv) upon receipt of email communication from the other Party, provided that notice in the form of (i), (ii) or (iii) above also shall be required to provide the other Party with notice of a default hereunder. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. All notices delivered hereunder shall be addressed, as applicable, to:

Notice to Grantor: City of Jacksonville
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
Attn: Division Chief
E-mail: willw@coj.net

with a copy to: City of Jacksonville
Office of the General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202
Attention: Government Operations Deputy
Email: jsawyer@coj.net

Notice to Grantee: Trail Ridge Energy, LLC
700 Universe Blvd
Juno Beach, FL 33408
Attn: Land Services Administration
Telephone: (855) 552-9872
Email: NEER-General-Counsel.sharedmailbox@NEE.com

with a copy to: Trail Ridge Energy, LLC

700 Universe Blvd
Juno Beach, FL 33408
Attn: Business Manager RNG
Email:
rng-businessmanagement.sharedmailbox@nexteraenergy.com

16. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and venue for any legal action with respect thereto shall be Duval County, Florida, exclusively. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity, subject to the terms of this Agreement.

18. **Successors and Assigns.** The Easements and any restrictions of this Agreement shall run with the Property and land affected and shall be binding on, the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both Parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the Parties or their successors in interest.

20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

[Signatures Follow on Next Pages]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

WITNESSES:

Grantor:

CITY OF JACKSONVILLE,
a consolidated municipal corporation and
political subdivision existing under the laws
of the State of Florida

Print name: _____
Address: _____

Donna Deegan, as Mayor

ATTEST:

Print name: _____
Address: _____

James R. McCain, Jr.
Corporation Secretary

FORM APPROVED:

Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____ on behalf of Donna Deegan, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, on behalf of the City, who are personally known to me or have produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

EXECUTED on the date set forth below.

Witnesses for Grantee:

Grantee:

Trail Ridge Energy, LLC
a Michigan limited liability company

Name: _____

Address: 700 Universe Blvd.
Juno Beach, FL 33408

By: _____

Name: _____

Its: _____

Name: _____

Address: 700 Universe Blvd.
Juno Beach, FL 33408

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2025 by _____, as _____ of Trail Ridge Energy, LLC, a Michigan limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of said limited liability company and that he/she was duly authorized so to do.

(notary seal)

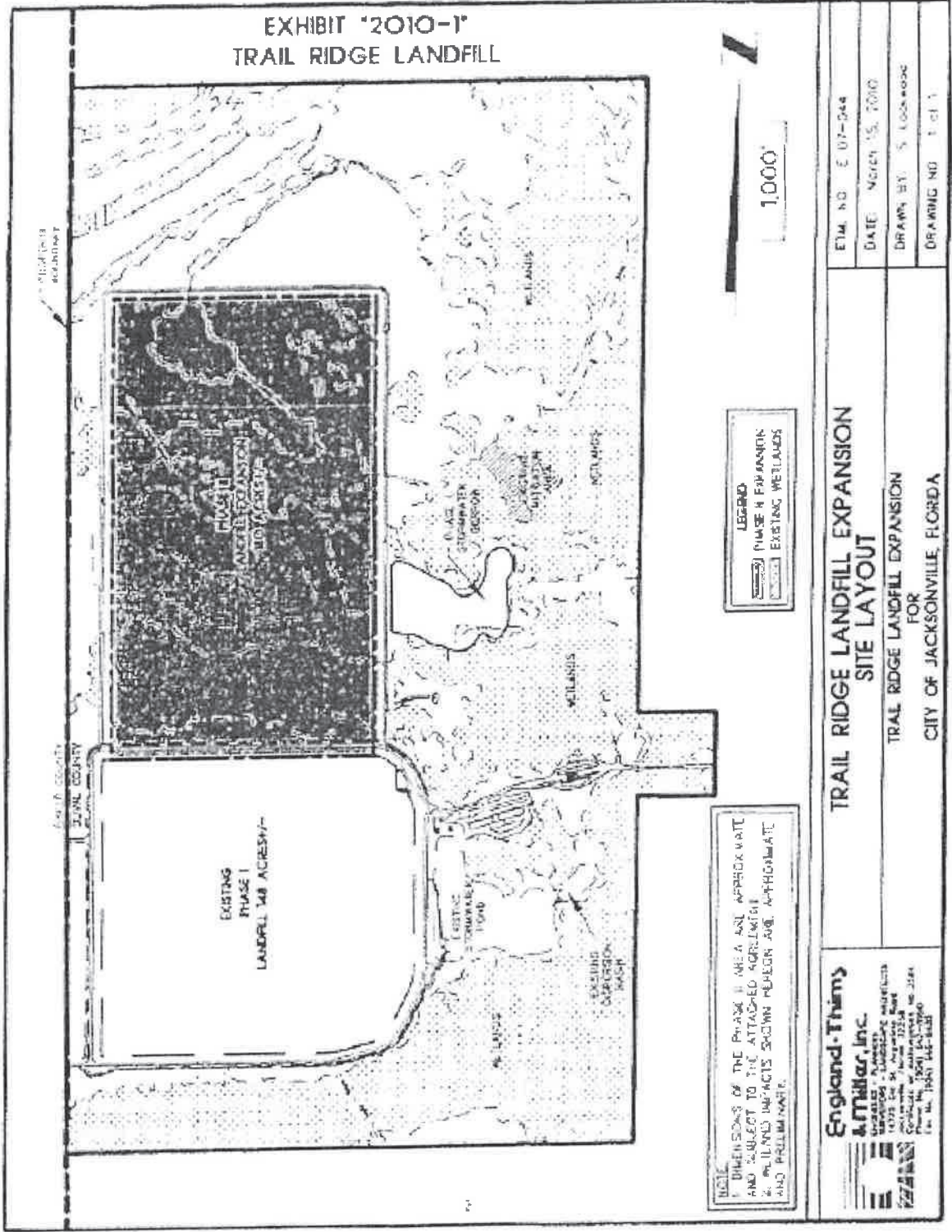
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

EXHIBIT A to the Easement Agreement
Legal Description of Property

[To immediately follow this page.]

Easement / Exhibit A
Property – Drawing



Easement / Exhibit A Property – Legal Description

PARCEL A (REVISED)

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 00°06'42" WEST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1000.02 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, CONTINUE NORTH 00°06'42" WEST, ALONG SAID WEST LINE OF SECTION 19, A DISTANCE OF 4246.29 FEET, TO THE NORTHWESTERLY CORNER THEREOF; CONTINUE NORTH 00°06'42" WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 4646.30 FEET; THENCE NORTH 89°43'31" EAST, DEPARTING SAID WEST LINE, 4665.72 FEET; SAID LINE BEING PARALLEL AND 600.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 18; THENCE SOUTH 00°19'03" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 4625.31 FEET, TO A POINT LYING ON THE SOUTH LINE OF SAID SECTION 18; THENCE SOUTH 00°17'46" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 682.99 FEET; THENCE SOUTH 89°42'14" EAST, 616.98 FEET TO A POINT LYING ON THE EAST LINE OF SAID SECTION 19; THENCE SOUTH 00°17'46" WEST, ALONG SAID EAST LINE, 700.02 FEET; THENCE NORTH 89°42'14" WEST, DEPARTING SAID EAST LINE, 616.98 FEET; THENCE SOUTH 00°17'46" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 2871.05 FEET; THENCE SOUTH 89°33'20" WEST, PARALLEL AND 1,000.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 4600.88 FEET TO THE POINT OF BEGINNING.

PARCEL B

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 00°17'46" WEST, ALONG THE WEST LINE OF SAID SECTION 20, 1091.96 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, THENCE NORTH 89°03'11" EAST, DEPARTING SAID WEST LINE, 1396.84 FEET; THENCE SOUTH 74°29'55" EAST, 624.12 FEET; THENCE SOUTH 70°15'45" EAST, 1692.00 FEET; THENCE SOUTH 59°25'01" EAST, 1913.07 FEET, TO A POINT LYING ON THE EAST LINE OF SAID SECTION 20; THENCE SOUTH 00°19'33" WEST, ALONG SAID EAST LINE, 127.49 FEET; THENCE NORTH 49°19'49" WEST, DEPARTING SAID EAST LINE, 57.82 FEET; THENCE NORTH 59°25'01" WEST, 1910.90 FEET; THENCE NORTH 70°15'45" WEST, 1678.81 FEET; THENCE NORTH 74°29'55" WEST, 605.97 FEET; THENCE SOUTH 89°03'11" WEST, 1384.55 FEET, TO A POINT LYING ON THE WEST LINE OF SAID SECTION 20; THENCE NORTH 00°17'46" EAST, ALONG SAID WEST LINE, 100.02 FEET TO THE POINT OF BEGINNING.

PARCEL C (REVISED)

A PORTION OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00°19'33" EAST, ALONG THE WEST LINE OF SAID SECTION 21, A DISTANCE OF 2303.48 FEET TO THE POINT OF BEGINNING;
FROM THE POINT OF BEGINNING, CONTINUE NORTH 00°19'33" EAST, ALONG SAID WEST LINE, 127.49 FEET; THENCE SOUTH 50°06'02" EAST, DEPARTING SAID WEST LINE, 210.33 FEET; THENCE SOUTH 49°19'49" EAST, 1989.21 FEET; THENCE NORTH 40°40'11" EAST, 85.00 FEET; THENCE SOUTH 49°19'49" EAST, 217.74 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 576.50 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°14'16", AN ARC DISTANCE OF 113.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°56'57" EAST, 112.89 FEET; THENCE SOUTH 60°34'05" EAST, 120.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 643.90 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°00'00", AN ARC DISTANCE OF 123.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°04'05" EAST, 123.43 FEET; THENCE SOUTH 71°34'05" EAST, 145.23 FEET, TO A POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301, A 206 FOOT RIGHT-OF-WAY, AS PRESENTLY ESTABLISHED; THENCE SOUTH 18°21'35" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 397.38 FEET; THENCE NORTH 49°19'49" WEST, DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 852.08 FEET; THENCE NORTH 40°40'11" EAST, 57.53 FEET; THENCE NORTH 49°19'49" WEST, 2116.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT B to the Easement Agreement
Preliminary Depiction of Easement Area

[To immediately follow this page.]



SURVEYOR'S LEGEND

- Station/Reference ---
- Station/Reference Point ---
- Station/Reference Point ---

SURVEYOR'S NOTES

1. THIS SURVEY WAS MADE FOR THE PURPOSE OF RECORDING AND SETTING CORNERS AND BOUNDARIES FOR THE TRAIL RIDGE ENERGY LANDS TO BE DESCRIBED IN THE INSTRUMENT TO WHICH THIS SURVEY IS REFERENCED.
2. THE PERIOD OF THIS SURVEY IS FROM DATE OF FIELD WORK TO DATE OF FINAL PLATING OF THIS SURVEY.
3. THE CORNERS AND BOUNDARIES SHOWN ON THIS SURVEY WERE SET BY THE SURVEYOR AND WERE NOT OBSERVED OR CHECKED BY ANY OTHER PARTY.
4. THE SURVEYOR HAS REVIEWED THE INSTRUMENT TO WHICH THIS SURVEY IS REFERENCED AND HAS FOUND IT TO BE CORRECT AND ACCURATE.
5. THE SURVEYOR HAS REVIEWED THE FIELD NOTES AND INSTRUMENT TO WHICH THIS SURVEY IS REFERENCED AND HAS FOUND THEM TO BE CORRECT AND ACCURATE.
6. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT AND ACCURATE.
7. THE SURVEYOR HAS REVIEWED THE MAP AND HAS FOUND IT TO BE CORRECT AND ACCURATE.
8. THE SURVEYOR HAS REVIEWED THE INSTRUMENT TO WHICH THIS SURVEY IS REFERENCED AND HAS FOUND IT TO BE CORRECT AND ACCURATE.
9. THE SURVEYOR HAS REVIEWED THE FIELD NOTES AND INSTRUMENT TO WHICH THIS SURVEY IS REFERENCED AND HAS FOUND THEM TO BE CORRECT AND ACCURATE.
10. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE CORRECT AND ACCURATE.

LEGAL DESCRIPTION

THAT COUNTERPART OF THE INSTRUMENT TO WHICH THIS SURVEY IS REFERENCED IS THE INSTRUMENT TO WHICH THIS SURVEY IS REFERENCED AND IS THE INSTRUMENT TO WHICH THIS SURVEY IS REFERENCED.

ATWELL
2800 MARLBOROUGH CENTER HWY, STE 202
MAITLAND, FL 32751
407-717-5500
FLORIDA SURVEY CERTIFICATE # 18388

DIGITALLY SIGNED
BY Dalton Cross
DATE: 2024-12-03
08:23:43 -0500

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA SURVEYORS BOARD

TRAIL RIDGE ENERGY

MAP OF SPECIFIC PURPOSE SURVEY OF TRAIL RIDGE ENERGY

REV	DRAWN	REV. DATE	COMMENTS

PROJECT NO: 2024-12-03

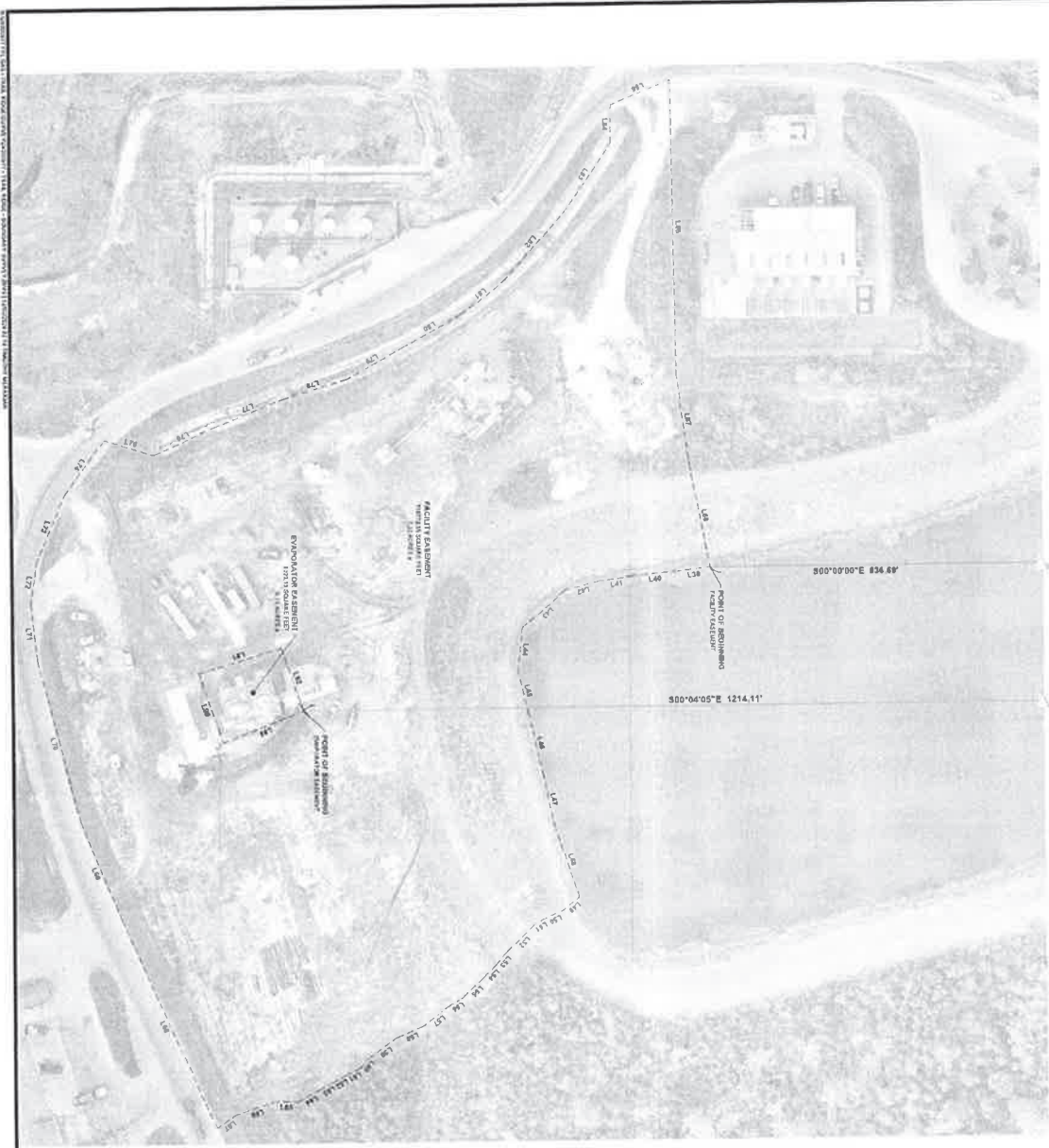
SECTION: 18, 20 & 21

RANGE: 30 SOUTH

COUNTY: BAY COUNTY, FLORIDA

DATE: 2024-12-03

TIME: 08:23:43 -0500



POINT OF COMMENCEMENT
SECTION 33
TOWNSHIP 28 N
RANGE 23 E
COUNTY OF DUAL, FLORIDA

SURVEYOR'S LEGEND

LEGAL DESCRIPTION

THE CERTAIN TRACT OF LAND DESCRIBED IN THE FOREGOING IS THE PROPERTY OF TRAIL RIDGE ENERGY, INC. AND IS BEING SURVEYED FOR THE PURPOSE OF DIVISION INTO LOTS. THE SURVEY IS BASED ON THE FOLLOWING DATA:

LEGAL DESCRIPTION
 EXCEPT FOR THE PORTION OF THE TRACT OF LAND DESCRIBED IN THE FOREGOING WHICH IS THE PROPERTY OF TRAIL RIDGE ENERGY, INC. AND IS BEING SURVEYED FOR THE PURPOSE OF DIVISION INTO LOTS, THE SURVEY IS BASED ON THE FOLLOWING DATA:

LOT NO.	AREA (SQ. FT.)	AREA (AC.)
L1	10,000.00	0.23
L2	10,000.00	0.23
L3	10,000.00	0.23
L4	10,000.00	0.23
L5	10,000.00	0.23
L6	10,000.00	0.23
L7	10,000.00	0.23
L8	10,000.00	0.23
L9	10,000.00	0.23
L10	10,000.00	0.23
L11	10,000.00	0.23
L12	10,000.00	0.23
L13	10,000.00	0.23
L14	10,000.00	0.23
L15	10,000.00	0.23
L16	10,000.00	0.23
L17	10,000.00	0.23
L18	10,000.00	0.23
L19	10,000.00	0.23
L20	10,000.00	0.23
L21	10,000.00	0.23
L22	10,000.00	0.23
L23	10,000.00	0.23
L24	10,000.00	0.23
L25	10,000.00	0.23
L26	10,000.00	0.23
L27	10,000.00	0.23
L28	10,000.00	0.23
L29	10,000.00	0.23
L30	10,000.00	0.23

MAP OF SPECIFIC PURPOSE SURVEY OF TRAIL RIDGE ENERGY

DATE: 11/20/2018

BY: [Name]

PROJECT NO. 301 S

ATWELL

2600 MARLAND CENTER PKWY, STE 202
MARIETTA, FL 32151
407.775.5500

FLORIDA SURVEY CERTIFICATE NO. 11872



STATE OF FLORIDA
 COUNTY OF DUVAL
 TOWNSHIP 03 SOUTH, RANGE 23 EAST
 SECTION 18, 20 & 21
 TRAIL RIDGE ENERGY
 8110 93RD SOUTH
 JACKSONVILLE, FLORIDA 32234

LEGAL DESCRIPTION
 THE ABOVE DESCRIBED EASEMENT IS A RIGHT OF WAY EASEMENT FOR THE PURPOSES OF ACCESS AND UTILITIES TO THE TRAIL RIDGE ENERGY FACILITY, AS SHOWN ON THE ATTACHED MAP. THE EASEMENT IS 10 FEET WIDE AND RUNS ALONG THE EAST SIDE OF THE WINDING ROAD SHOWN ON THE MAP. THE EASEMENT IS BOUNDARY ADJACENT TO THE TRAIL RIDGE ENERGY FACILITY AND IS SUBJECT TO THE EASEMENT DEED RECORDED IN PUBLIC RECORDS IN DUVAL COUNTY, FLORIDA, UNDER RECORD NUMBER 2008-0017. THE EASEMENT IS NOT TO BE USED FOR ANY OTHER PURPOSES AND IS TO REMAIN IN FULL FORCE AND EFFECT FOREVER.

LEGAL DESCRIPTION
 THE ABOVE DESCRIBED EASEMENT IS A RIGHT OF WAY EASEMENT FOR THE PURPOSES OF ACCESS AND UTILITIES TO THE TRAIL RIDGE ENERGY FACILITY, AS SHOWN ON THE ATTACHED MAP. THE EASEMENT IS 10 FEET WIDE AND RUNS ALONG THE EAST SIDE OF THE WINDING ROAD SHOWN ON THE MAP. THE EASEMENT IS BOUNDARY ADJACENT TO THE TRAIL RIDGE ENERGY FACILITY AND IS SUBJECT TO THE EASEMENT DEED RECORDED IN PUBLIC RECORDS IN DUVAL COUNTY, FLORIDA, UNDER RECORD NUMBER 2008-0017. THE EASEMENT IS NOT TO BE USED FOR ANY OTHER PURPOSES AND IS TO REMAIN IN FULL FORCE AND EFFECT FOREVER.

LINE	START POINT	END POINT	LENGTH	BEARING
1	100.00	100.00	0.00	000°00'00"
2	100.00	101.00	100.00	000°00'00"
3	101.00	102.00	100.00	000°00'00"
4	102.00	103.00	100.00	000°00'00"
5	103.00	104.00	100.00	000°00'00"
6	104.00	105.00	100.00	000°00'00"
7	105.00	106.00	100.00	000°00'00"
8	106.00	107.00	100.00	000°00'00"
9	107.00	108.00	100.00	000°00'00"
10	108.00	109.00	100.00	000°00'00"
11	109.00	110.00	100.00	000°00'00"
12	110.00	111.00	100.00	000°00'00"
13	111.00	112.00	100.00	000°00'00"
14	112.00	113.00	100.00	000°00'00"
15	113.00	114.00	100.00	000°00'00"
16	114.00	115.00	100.00	000°00'00"
17	115.00	116.00	100.00	000°00'00"
18	116.00	117.00	100.00	000°00'00"
19	117.00	118.00	100.00	000°00'00"
20	118.00	119.00	100.00	000°00'00"
21	119.00	1200.00	1090.00	000°00'00"

NO.	DATE	BY	REVISION
1	08/15/2008	J. W. WATSON	ORIGINAL SURVEY
2	08/15/2008	J. W. WATSON	REVISION
3	08/15/2008	J. W. WATSON	REVISION
4	08/15/2008	J. W. WATSON	REVISION
5	08/15/2008	J. W. WATSON	REVISION

ATWELL
 2600 MATLAND CENTER HWY., STE 202
 MATLAND, FL 32751
 407.755.6500
 FLORIDA SURVEY CERTIFICATE OF AUTHORIZATION #18783

EXHIBIT C to First Amendment to Lease Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT FORM

This instrument prepared by or under the supervision of
(and after recording should be returned to):

700 Universe Boulevard (Law/JB)
Juno Beach, Florida 33408

[PARTIAL] ASSIGNMENT OF [LEASE][EASEMENT]

THIS [PARTIAL] ASSIGNMENT OF [LEASE][EASEMENT] AGREEMENT (the "**Assignment**") is made and dated as of this ____ day of _____, _____ (the "**Effective Date**") by and between **TRAIL RIDGE ENERGY, LLC**, a Michigan limited liability company ("**Assignor**"), and [_____, a _____] ("**Assignee**"). Assignor and Assignee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

WHEREAS, the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (“**[Lessor][Grantor]**”), and Assignor are parties to that certain [Lease Agreement dated April 1, 2008] [Easement Agreement dated ____] (as thereafter amended and/or assigned, collectively, the "**Agreement**"), by which [Lessor][Grantor] agreed to provide Assignor with various ground rights at the real property described on the attached **Exhibit A** (the "**Property**"), all as set forth in the Agreement; and

WHEREAS, Assignor desires to [partially] assign to Assignee, and Assignee desires to accept from Assignor a[n] [partial] assignment of the Agreement as more specifically set forth herein.

NOW THEREFORE, in consideration of Ten and NO/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals; Definitions. The aforementioned Recitals are true and correct and incorporated herein by this reference. Capitalized terms used but not defined in this Assignment have the same meaning given to those terms in the Agreement.

2. Assignment. Assignor hereby sells, conveys, assigns and otherwise transfers to Assignee, and Assignee hereby accepts and assumes, all of Assignor’s right, title and interest in and under the Agreement [but only with respect to the portion of the Property described on the attached **Exhibit B** (the “**Assigned premises**)”], including but not limited to, the benefit of all payments made to date by Assignor to [Lessor][Grantor] [with respect to the Assigned Premises].

3. Assumption of Obligations. As of the date hereof, Assignee hereby assumes the obligations for the performance of all covenants, agreements and obligations of Assignor with respect to the Agreement [but only with respect to the Assigned Premises]. Assignee hereby further covenants, promises and agrees to perform each and all covenants, agreements and obligations of Assignor with respect to the Agreement [but only as it pertains to the Assigned Premises] in the manner, and in all other respects, as provided for therein as though the Agreement had originally been made, executed and delivered by Assignee. Assignor is hereby released from all liability, obligations, defaults and deficiencies arising under the Agreement which accrue after the Effective Date hereof [with respect to the Assigned Premises], the same having been assumed by Assignee.

4. Binding Effect. The matters set forth herein shall be binding upon and inure to the benefit of the Parties, and their respective assigns and successors in interest.

5. Additional Documents. The Parties hereto agree that they will execute any and all other and further documents that are reasonable and necessary to carry out the full intent and purpose of this Assignment.

6. Severability. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

8. Counterpart. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be one and the same instrument.

[Signatures on Following Pages]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties on the date written below, to be effective as of the Effective Date.

Assignor:

Signed, sealed and delivered
in the presence of:

TRAIL RIDGE ENERGY, LLC,
a Michigan limited liability company

By: _____
Print: _____
Witness' Address: _____

By: _____
_____, its _____

Sign: _____
Print: _____
Witness' Address: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____, as _____ of TRAIL RIDGE ENERGY, LLC, a Michigan limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of said limited liability company and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties on the date written below, to be effective as of the Effective Date.

Assignee:

Signed, sealed and delivered
in the presence of:

_____]

By: _____
Print: _____
Witness' Address: _____

By: _____
_____, its _____

Sign: _____
Print: _____
Witness' Address: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____, as _____ of _____, a _____, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of said limited liability company and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: _____

EXHIBIT "A" to [PARTIAL] ASSIGNMENT OF [LEASE][EASEMENT]

Legal Description of Property

[EXHIBIT "B" to [PARTIAL] ASSIGNMENT OF [LEASE][EASEMENT]

Legal Description of Assigned Premises]

EXHIBIT D to First Amendment to Lease Agreement

MEMORANDUM OF LEASE AGREEMENT

PREPARED BY AND
AFTER RECORDING RETURN TO:
Matthew Kwasman, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 304-6526

(This space reserved for recording information)

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT ("**Memorandum**"), is dated this ____ day of _____, 2025 ("**Effective Date**"), by and between **TRAIL RIDGE ENERGY, LLC**, a Michigan limited liability company, doing business at 700 Universe Blvd., Juno Beach, FL 33408, hereinafter referred to as the "**Lessee**", and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, whose address is 117 West Duval Street, Jacksonville, FL 32202, located in Duval County, Florida, hereinafter referred to as the "**Lessor**".

RECITALS

WHEREAS, Lessor owns real property located in Duval County, Florida ("**Property**").

WHEREAS, Lessor and Lessee are parties to a certain Gas Rights Agreement dated April 1, 2008 (the "**Gas Rights Agreement**"). Lessor and Lessee are also parties to a certain Lease Agreement dated April 1, 2008 (the "**Original Lease**"), which was memorialized by a certain unrecorded Memorandum of Lease dated of even dated therewith (the "**Memorandum**"), by which Lessor provided Lessee with certain ground rights in portions of the Property such that Lessee may construct, operate and maintain its project pursuant to the Gas Rights Agreement.

WHEREAS, simultaneously with the execution of this Memorandum, Lessor and Lessee amended the Gas Rights Agreement. Lessor and Lessee also entered into a First Amendment to Lease Agreement ("**First Amendment**"; together with the Original Lease and Memorandum, the "**Lease**"), by which Lessor and Lessee revised certain terms in the Original Lease.

WHEREAS, with this Memorandum, the parties wish to place all persons on notice of Lessee's right, title and interest in applicable portions of the Property as set forth in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby state, declare and establish as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the same meaning given to such terms in the Lease. All of the terms, covenants and conditions of the Lease are incorporated herein by reference with the same force and effect as though fully set forth herein.

2. **Term.** The Initial Term commenced on April 1, 2008 and ended on March 31, 2019. The Lease Term was revised such that the Second Term commenced on April 1, 2019 and will not end until March 31, 2029. Unless sooner terminated pursuant to the provisions of the Lease, the Lease Term shall automatically be extended for each of the periods below:

(a) An additional twenty (20) year period, commencing on April 1, 2029, and ending on March 31, 2049 (the “Third Term”);

(b) An additional five (5) year period, commencing on April 1, 2049, and ending on March 31, 2054 (the “Fourth Term”); and

(c) Additional year-by-year one (1) year periods unless either party provides ninety (90) days prior written notice to the other party of its intention to terminate the Agreement.

3. **Premises.** The definition of “Premises” as set forth in Section 1(a) of the Original Lease was deleted and replaced with the preliminary legal description and boundary survey set forth in the attached Exhibit A. Any reference to the Premises in the Lease shall mean and refer to the real property described on the attached Exhibit A.

4. **Easement Agreement.** Simultaneously with the execution and delivery of the First Amendment, Lessor and Lessee also executed an Easement Agreement with respect to portions of the Property, which Lessee also shall record in the public records of Duval County, Florida separately from this Memorandum.

5. **Memorandum Interpretation.** This Memorandum is not a complete summary of the Lease and is made by the parties hereto only for the purpose of recording the same in the public records. This Memorandum is for information purposes only and it is subject to all of the terms, provisions and conditions of the Lease, all of which are incorporated herein by reference. Nothing contained in this Memorandum shall be deemed in any way to modify, supplement, negate or otherwise affect any of the terms, provisions or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

[Signatures on Following Pages Below]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

LESSOR:

CITY OF JACKSONVILLE,
a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

WITNESSES:

Print name: _____
Address: _____

Donna Deegan, as Mayor

ATTEST:

Print name: _____
Address: _____

James R. McCain, Jr.
Corporation Secretary

FORM APPROVED:

Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____ on behalf of Donna Deegan, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, on behalf of the City, who are personally known to me or have produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

EXECUTED on the date set forth below.

Witnesses for Lessee:

LESSEE:

Trail Ridge Energy, LLC
a Michigan limited liability company

Name: _____

Address: 700 Universe Blvd.
Juno Beach, FL 33408

By: _____

Name: _____

Its: _____

Dated: _____

Name: _____

Address: 700 Universe Blvd.
Juno Beach, FL 33408

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2025 by _____, as _____ of Trail Ridge Energy, LLC, a Michigan limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of said limited liability company and that he/she was duly authorized so to do.

(notary seal)

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

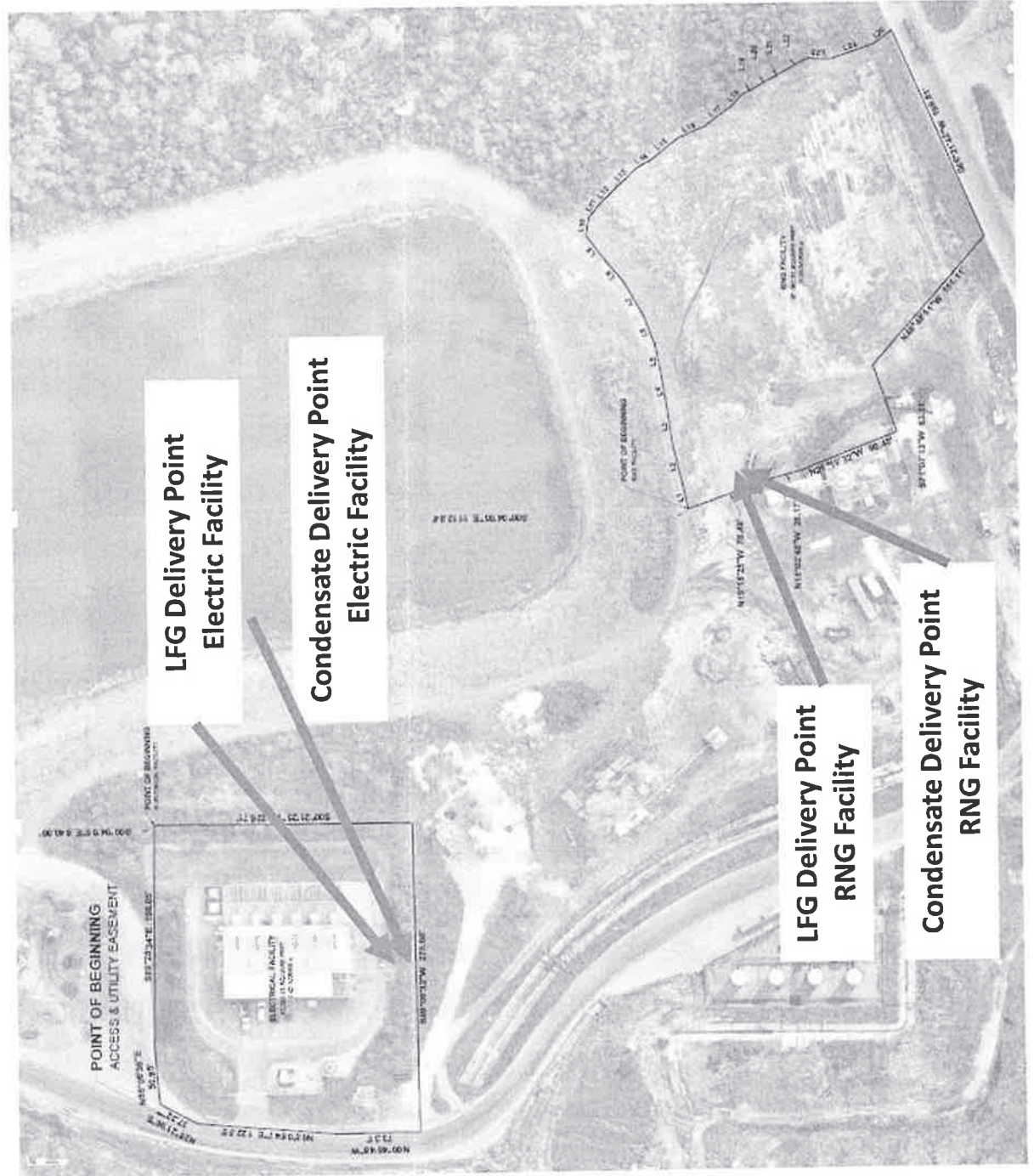
EXHIBIT A to Memorandum of Lease

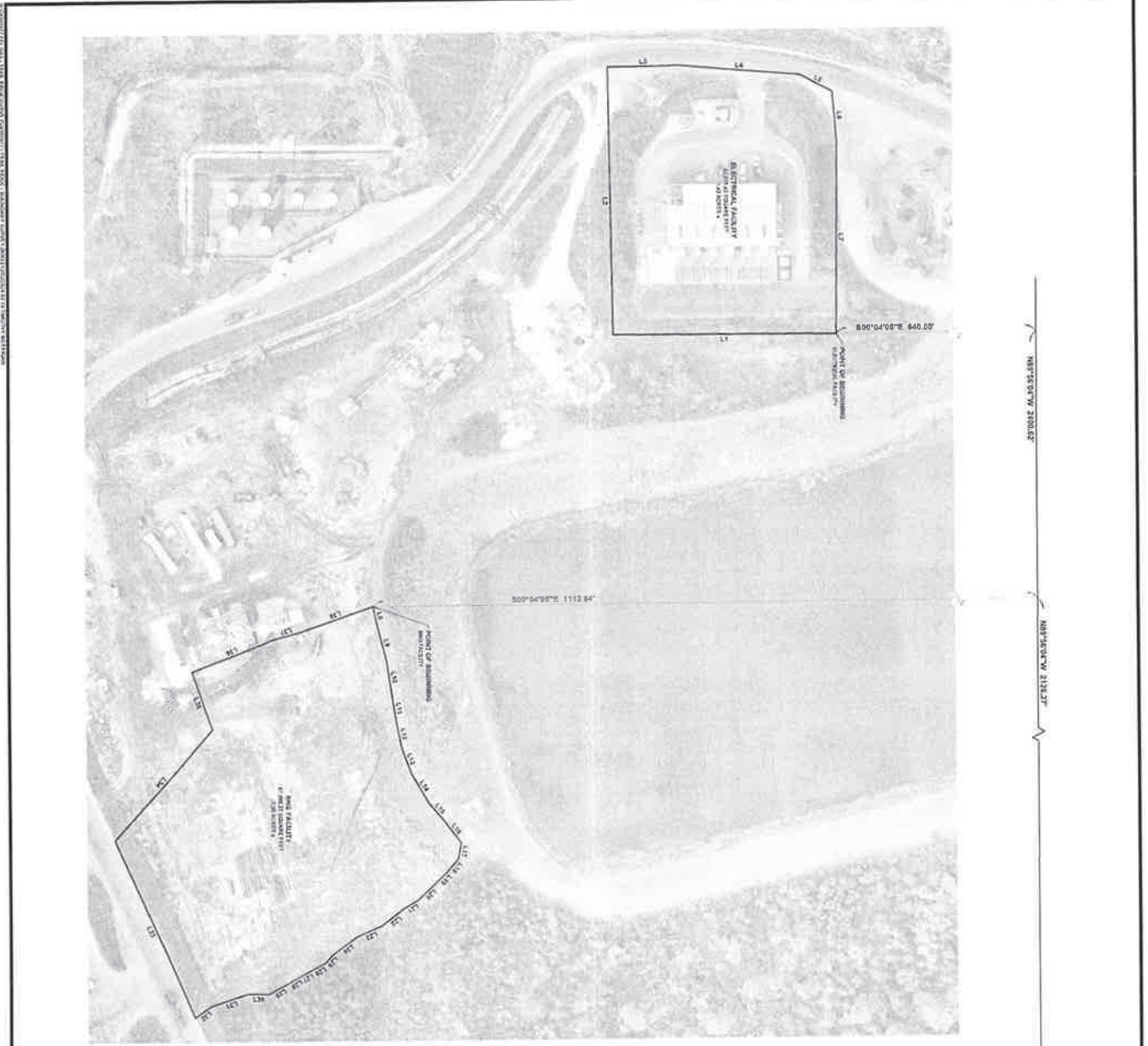
LEGAL DESCRIPTION OF PREMISES

[To immediately follow this page.]

Final as-built drawings to replace this preliminary drawing when prepared

Exhibit A Facility, Delivery Point(s)





Point of Commencement
 North Arrow
 Graphic Scale
 1" = 100'

LEGAL DESCRIPTION

SECTION 19, 20 & 21
 TOWNSHIP 03 SOUTH RANGE 23 EAST
 5113 US-301 SOUTH
 JACKSONVILLE, DUAL COUNTY, FLORIDA 32234

LEGAL DESCRIPTION

SECTION 19, 20 & 21
 TOWNSHIP 03 SOUTH RANGE 23 EAST
 5113 US-301 SOUTH
 JACKSONVILLE, DUAL COUNTY, FLORIDA 32234

<p> ATWELL 2900 MAILROAD CENTER DRIVE, SUITE 242 MAITLAND, FL 32751 407.775.8500 FLORIDA SURVEY CENTER INC. REGISTRATION #187933 </p>	<p> REV: _____ DRAFTER: _____ REV DATE: _____ COMMENTS: _____ </p>	<p> LOCATED IN: SECTIONS 19, 20 & 21 TOWNSHIP 03 SOUTH RANGE 23 EAST 5113 US-301 SOUTH JACKSONVILLE, DUAL COUNTY, FLORIDA 32234 </p>	<p> MAP OF SPECIFIC PURPOSE SURVEY OF TRAIL RIDGE ENERGY </p>	<p> SHEET NO. 2 OF 5 </p>
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PREPARED BY AND
AFTER RECORDING RETURN TO:
Matthew Kwasman, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 304-6526

(This space reserved for recording information)

EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is made and entered into the ____ day of _____, 2025 (the "**Effective Date**") by and between TRAIL RIDGE ENERGY, LLC, a Michigan limited liability company, doing business at 700 Universe Blvd., Juno Beach, FL 33408, hereinafter referred to as the "**Grantee**" and the CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, whose address is 117 West Duval Street, Jacksonville, FL 32202, located in Duval County, Florida, hereinafter referred to as the "**Grantor**". Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

WHEREAS, Grantor is the owner of a certain tract of real property located in Duval County, Florida more particularly described on Exhibit A attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Grantee is constructing, operating and maintaining a project located in Duval County, Florida involving facilities: (a) which generate landfill gas electric; (b) which process landfill gas; and (c) to deliver energy and by-products produced from the foregoing facilities to third parties (the "**Project**"); and

WHEREAS, on April 1, 2008, the Parties entered into (1) a Landfill Gas Rights Agreement (as amended, the "**Gas Rights Agreement**"); (2) a Three-Party Contract; and (3) a Lease Agreement (as amended, the "**Lease Agreement**"), each with respect to the Project (collectively, the "**Existing Agreements**"); and

WHEREAS, simultaneously with the execution of this Agreement, the Parties are amending the Existing Agreements to, among other objectives, modify the size, shape and layout of the existing leased premises; and

WHEREAS, with this Agreement, Grantor desires to grant and convey to Grantee certain easements over, under and across a certain portion of the Property on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the good and valuable consideration set forth herein, the adequacy and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Easements.** On the Effective Date, the Easements (as defined below) shall automatically become effective and Grantor shall be deemed to have granted and conveyed the non-exclusive Easements to Grantee as of such date and the Parties shall be subject to all of the terms and conditions of this Agreement with respect to such Easements. As used herein, the Facility Easement, the Access and Utility Easement, the Evaporator Easement, the Construction Easement and the Grantor Easements (each defined below) shall collectively be referred to as "**Easements**", and the portion of the Property encumbered by the Easements shall be referred to as the "**Easement Area**." The attached Exhibit B is a preliminary drawing showing the location of the Easement Area.

a. Grantor grants to Grantee a non-exclusive easement on, over, along and under that portion of the Property which is preliminarily depicted on the attached Exhibit B ("**Facility Easement**"; that portion of the Property which is encumbered by the Facilities Easement, the "**Facility Easement Area**") for Grantee, its employees, agents and contractors, at Grantee's cost and expense:

(i) to construct, install, operate, remove, repair and maintain Facilities (as defined below) (A) within the Facility Easement Area; and (B) to connect applicable Facilities to related improvements owned or operated by Grantor which are located within the boundaries of the Property but outside the boundaries of the Facilities Easement Area, together with reasonable access to those improvements which are located outside the boundaries of the Facilities Easement Area, all subject to the prior written approval of Grantor with respect to the location where those Facilities are placed within the Facility Easement Area, and the manner in which Grantee connects its Facilities to those improvements which are located outside the boundaries of the Facilities Easement Area, in each case, such approval not to be unreasonably withheld, conditioned or delayed. The term "**Facilities**" refers to any and all improvements needed to operate the Project, including but not limited to, pipelines, conduits, cables, electric lines facilities, transmission lines, condensate lines, potable and non-potable water lines, water discharge lines, water hydrants, interconnection lines, stormwater drainage lines, telecommunication lines, computer data systems, radio relay systems, landfill gas tie-in lines, flares, fiber optics and facilities related to and needed in connection with each of the foregoing.

(ii) to store and stage tools, materials and equipment needed in connection with the construction, operation, repair, maintenance, and removal of the Facilities.

(iii) to park vehicles (including, without limitation, construction vehicles) and temporary construction trailers during the construction of the Facilities, and thereafter upon notice from Grantee to Grantor during those periods of time when Grantee

performs maintenance, repair, relocation or removal activities.

(iv) to effect access between the Evaporator Easement Area, the Access and Utility Easement Area and each component of the leased premises described in the Lease Agreement.

Grantor and Grantee shall coordinate their respective use of the Facility Easement Area with each other in good faith to avoid disturbing the other party's lawful use of said area.

b. Grantor grants to Grantee a non-exclusive easement: (i) for vehicular and pedestrian ingress and egress over, across and along; and (ii) for the construction, operation, maintenance, repair and removal of utility and telecommunication-related Facilities over, under, across and along, that portion of the Property which is preliminarily depicted on the attached Exhibit B (the "**Access and Utility Easement**"; that portion of the Property which is encumbered by the Access and Utility Easement, the "**Access and Utility Easement Area**").

c. Grantor grants to Grantee a non-exclusive easement on, over, along and under that portion of the Property which is preliminarily depicted on the attached Exhibit B in order for Grantee, at Grantee's cost and expense, to exercise its rights and comply with its obligations under Exhibit C to the Gas Rights Agreement ("**Evaporator Easement**"; that portion of the Property which is encumbered by the Evaporator Easement, the "**Evaporator Easement Area**").

d. Grantor grants to Grantee a temporary non-exclusive easement on, over, along and under a portion of the Property, extending one hundred (100) feet beyond the outer boundaries of the Access and Utility Easement Area ("**Construction Easement**"; that portion of the Property which is encumbered by the Construction Easement, the "**Construction Easement Area**"): for Grantee, its employees, agents and contractors, at Grantee's sole expense: (i) to construct and install Facilities; (ii) to store and stage tools, materials and equipment; and (iii) to park vehicles and temporary construction trailers, each during the construction of the Facilities, and thereafter upon written notice from Grantee to Grantor, during those periods of time when Grantee performs maintenance, repair, relocation or removal activities.

e. To the extent that Grantor holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over, under or across the Property or for the benefit of the Property (the "**Grantor Easements**"), and such Grantor Easements are or could be used for the benefit of the Project, then the same are hereby included in this Agreement and the Easements, and Grantee shall be entitled to use such Grantor Easements if such use is permitted under Grantor Easements and provided that such use does not interfere with Grantor's use of the same.

f. Grantor hereby grants to Grantee the right to investigate, inspect, survey, and conduct tests on the Property relating to the Easements, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies. Grantee hereby agrees to indemnify and hold Grantor harmless from any damages, liabilities or claims for property damage or personal

injury and mechanics or construction liens caused or created by Grantee and its employees, agents and contractors in the conduct of such inspections, investigations, surveys and tests, provided that Grantee shall not be responsible for, and the aforementioned indemnification and hold harmless obligation shall not apply to: (i) any loss, liability, cost or expense to the extent arising from or related to acts of third parties who are not Grantee, its employees, agents and/or contractors, (ii) any diminution in value of the Property arising from or related to matters discovered by Grantee during such inspections, investigations, surveys and tests, (iii) any latent defects in the Property discovered by Grantee, (iv) liability which results from the release of preexisting toxic or hazardous materials on or about the Property resulting from normal environmental testing procedures, and (v) liability which arises from the results or findings of Grantee's inspections, investigations, surveys and/or tests.

g. Upon receipt of all applicable Approvals (defined in Section 3 below), Grantee will submit revised preliminary drawings for the Easement Area to Grantor for approval, such approval not to be unreasonably withheld, conditioned or delayed. Upon Grantee's receipt of such approval from Grantor, Grantor may commence its efforts to construct the Facilities in accordance with all applicable Approvals. Once construction of all Facilities for the Project have been completed in the Easement Area, Grantee shall cause an as-built survey of the Easement Area to be prepared, after which, Grantor and Grantee shall amend the attached Exhibit B (from the aforementioned as-built survey) to reference the legal description for the various components of the Easement Area from that as-built survey. During the final development and construction of the Facilities, Grantee may add or change the location and route of the Easements, or any portion thereof, so long as such addition or change is located within the legal description contained on Exhibit B. Any amendment or modification to the legal descriptions of the Easements which differ from those set forth in the as-built survey will require prior approval from Grantor's City Council.

f. Pursuant to Section 3, Grantee shall be responsible for obtaining any Approvals for the Facilities, including rezoning or variances necessary for the construction of the Facilities for the Project.

2. **Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and continue for the term of the Lease Agreement, provided that the Removal Obligations shall remain in effect as provided in Section 14.

3. **Construction of the Project.** Grantee's ability to utilize the Easement Area is contingent upon obtaining all applicable permits and other governmental and quasi-governmental approvals (collectively, "**Approvals**") to construct, remove, operate, and maintain the Facilities in the Easement Area. Grantor shall reasonably cooperate with Grantee at Grantee's sole cost in its effort to obtain such Approvals, including signing documents. Grantee shall be responsible for obtaining, maintaining, and complying with the Approvals and all applicable laws with respect to obtaining any Approvals necessary or appropriate for construction of the Facilities for the Project.

4. **Intentionally deleted.**

5. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will unreasonably interfere with, impair

or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement or the other Existing Agreements.

6. **Mineral Development.** Upon Grantee's request, Grantor agrees to provide Grantee with current information concerning the status and location of all oil, gas and other mineral exploration and production activities on the Property. Any improvements installed by Grantor or on behalf of Grantor, or by any person/entity that acquires a new oil, gas or other mineral lease or renewals of existing oil, gas or other mineral lease entered into with Grantor relating to oil, gas or other mineral exploration and/or production, shall be installed and operated so as to not materially interfere with the Grantee's use of the Easement Areas or the leased premises contemplated under the Lease Agreement; and any such lease/agreement must include a surface use agreement that will prevent oil, gas and other mineral exploration and production activities from interfering with Grantee's use of the Property and acknowledge that this Agreement and related Grantee's surface use and right shall be dominant over any mineral estate right or use.

7. **Intentionally deleted.**

8. **Grantee's Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the Grantee's Interests (defined below). In addition, Grantee may, without Grantor's consent (but without relieving itself from liability hereunder), transfer, sell, pledge, encumber, or assign this Agreement or the accounts, revenues or proceeds hereof to a Lender (defined below) as collateral security for obligations under financing or leasing documents entered into with such Lender (each, a "**Collateral Assignment**"; an agreement involving a Collateral Assignment, a "**Collateral Assignment Agreement**"). Notwithstanding the foregoing, the parties incorporate herein by reference, as if fully set forth herein in its entirety, Section 10 (the "**Financing Provisions**") of the First Amendment to Lease Agreement dated of even date herewith by Grantor and Grantee (the "**Lease Amendment**"). The Financing Provisions shall apply in all instances that Grantee seeks to enter a Collateral Assignment, Grantee Mortgage (defined below) or other financing-related instrument with respect to Grantee's Interests, whether in whole or in part. For purposes of interpreting the Financing Provisions, references to "Lessor" shall mean the Grantor and references to "Lessee" shall mean Grantee. The term "**Grantee Mortgage**" refers to those various mortgages, liens, security interests in all or a part of the Easement Areas, the Facilities or Grantee's Interests. The term "**Grantee Mortgagee**" refers to each holder of a Grantee Mortgage. The term "**Lender**" shall have the same meaning given in the Lease Amendment. The Financing Provisions shall take precedence in any instance of a conflict with the terms of this Agreement.

Any Assignment of this Agreement, mortgage, deed of trust or other monetary lien placed on the Easement Areas by Grantor, or permitted by Grantor to be placed or to remain on the Easement Areas, shall be subject to this Agreement, to any Assignment of the Grantee Mortgage(s) or Collateral Assignment Agreement then in existence on the Facilities and/or Grantee's Interest in in this Agreement as permitted by this Agreement, to Grantee's right to encumber the Facilities and/or Grantee's Interest in in this Agreement, and to any and all documents executed or to be executed by Grantor in connection with Grantee's development of all or any part of the Easement Area. Grantor agrees to cause any monetary liens placed on the Easement Areas by Grantor in the

future to incorporate the conditions of this Section 8, which incorporates the conditions of Section 10 under the Lease Amendment.

9. **Assignments.** Notwithstanding anything to the contrary, Grantee and any permitted assignee shall have the right, without Grantor's consent, to sell, convey, lease, or assign (including, without limitation, collaterally assign) all or any portion of this Agreement, the Easement Area or Grantee's Facilities and other property therein (collectively, "**Grantee's Interests**"), on either an exclusive or a non-exclusive basis, or to grant licenses with respect to Grantee's Interests (in each case, an "**Assignment**"), in the same manner as Grantee may enter an Assignment or Collateral Assignment Agreement under Section 7 of the Lease Amendment. The parties incorporate herein by reference, as if fully set forth herein in its entirety, Section 7 (the "**Assignment Provisions**") of the Lease Amendment. The Assignment Provisions shall apply in all instances that Grantor seeks to enter an Assignment with respect to Grantee's Interests, whether in whole or in part. For purposes of interpreting the Assignment Provisions, references to "Lessor" shall mean the Grantor and references to "Lessee" shall mean Grantee. The Assignment Provisions shall take precedence in any instance of a conflict with the terms of this Agreement.

10. **Intentionally deleted.**

11. **Indemnity & Insurance.**

(a) Grantor and Grantee each shall adhere to and be bound by the applicable terms and provisions of Sections 8 and 9 of the Gas Rights Agreement during the term of this Agreement.

(b) The terms of this Section shall survive the expiration or sooner termination of this Agreement.

12. **Grantee's Default; Termination by Grantor.** Unless the Gas Rights Agreement is or has been terminated by Grantor or Grantee, the breach by Grantee of any provision hereof may only result in a cause of action by Grantor under applicable law and Grantor hereby waives all other rights it may have, in law or in equity, to terminate this Agreement. In the event of any such breach by Grantee, Grantor shall, at least forty-five (45) days prior to commencing any cause of action, give written notice of the cause of breach to Grantee, and any Grantee Mortgagee or Lender (of which it has been notified in writing) concurrently, specifying in detail the alleged event of breach and the required remedy; provided, however, that if the nature or extent of the obligation is such that more than forty-five (45) days is required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then Grantee shall not be in default if it commences such performance within such forty-five (45) day period and thereafter pursues the same to completion with commercially reasonable diligence. If Grantee does not cure or commence curing and diligently pursue such cure to completion, such breach within forty-five (45) days of receipt of notice, the Grantee Mortgagee or Lender shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for the purposes of curing such breach. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Grantee Mortgagee or Lender (or their respective employees, agents,

representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Grantee hereunder.

13. **Grantor's Default; Termination by Grantee.**

(a) Grantor shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within forty five (45) days after written notice thereof from Grantee (or if such default cannot be cured through the exercise of reasonable diligence within such 45-day period, if Grantor fails to commence corrective action within such 45-day period and thereafter fails to diligently prosecute same to completion) ("**Grantor Default**"). Upon the occurrence of a Grantor Default, Grantee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) terminate this Agreement and the Existing Agreements without being liable for prosecution or any claim of damages therefor; and/or (ii) pursue any and all other action or remedies that may be available to Grantee at law or in equity, including but not limited to all loss or damage which Grantee may suffer by reason of such Grantor Default.

(b) Notwithstanding the foregoing, provided Grantee is not in default under any term of this Agreement beyond all applicable notice and cure periods, Grantee, at its option, shall have the right to terminate this Agreement at any time during the Term as to all or any part of the Easement Area. Termination shall be effective thirty (30) days after written notice of such termination to Grantor. If Grantee's notice is a full termination of the Agreement, the parties shall be relieved of all further duties and obligations under the Agreement, other than (a) the payment of any accrued and unpaid obligations owed by either party as of the date of termination; (b) the removal of the Facilities pursuant to the terms of Section 14; and (c) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any such partial termination by Grantee, the parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof terminated by Grantee. The parties agree to execute an amendment to this Agreement evidencing such partial termination.

14. **Removal.** All Facilities shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein. All Facilities constructed or placed in the Easement Area by Grantee during the Term may be repaired, replaced, relocated, removed, added to or expanded upon by Grantee, at Grantee's sole expense, at any time during the Term. Grantor acknowledges and agrees that, other than with respect to: (i) liens on unpaid personal property taxes, (ii) code enforcement liens, and (iii) other lien rights which may become available to Grantor solely as a result of Grantor's regulatory authority and not arising because Grantor is a party under this Agreement, to any extent in which Grantor may now or in the future hold a statutory lien or common law lien with respect to the Facilities or any component thereof, such lien automatically and irrevocably will be deemed subject, subordinate and inferior to the rights, claims and lien of the Grantee Mortgagees or Lender in such Facilities. The terms of the foregoing sentence will be deemed self-operative and no further instrument of subordination will be required; provided, however, that within forty-five (45) days after Grantee's request from time to time, Grantor will execute and deliver documentation that may be reasonably required by Grantee, the Grantee Mortgagee or Lender to confirm that Grantor's statutory lien and/or common law lien, as applicable, is subject, subordinate and inferior to the rights, claims and lien of the Grantee

Mortgagee or Lender in such Facilities. Grantor's failure to execute and deliver such documentation will be deemed a default hereunder. Regarding this Agreement, Grantee shall remove the Facilities in the same manner and time period, as may be extended, as required by the Removal Obligations contained in Section 5 of the Lease Amendment, the terms of which are hereby incorporated herein. If Grantee fails to remove the Facilities by the Removal Period (defined in Section 5 of the Lease Amendment), Grantor shall have the same rights and remedies as contained in Section 5 of the Lease Amendment for Grantee's failure to remove the same. Grantee's Removal Obligations and all costs associated thereto shall be secured by the Financial Security (as defined in the Gas Rights Agreement) required by Lessee in the Gas Rights Agreement.

15. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the Preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the Preamble; or (iv) upon receipt of email communication from the other Party, provided that notice in the form of (i), (ii) or (iii) above also shall be required to provide the other Party with notice of a default hereunder. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. All notices delivered hereunder shall be addressed, as applicable, to:

Notice to Grantor: City of Jacksonville
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
Attn: Division Chief
E-mail: willw@coj.net

with a copy to: City of Jacksonville
Office of the General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202
Attention: Government Operations Deputy
Email: jsawyer@coj.net

Notice to Grantee: Trail Ridge Energy, LLC
700 Universe Blvd
Juno Beach, FL 33408
Attn: Land Services Administration
Telephone: (855) 552-9872
Email: NEER-General-Counsel.sharedmailbox@NEE.com

with a copy to: Trail Ridge Energy, LLC

700 Universe Blvd
Juno Beach, FL 33408
Attn: Business Manager RNG
Email:
rng-businessmanagement.sharedmailbox@nexteraenergy.com

16. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and venue for any legal action with respect thereto shall be Duval County, Florida, exclusively. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity, subject to the terms of this Agreement.

18. **Successors and Assigns.** The Easements and any restrictions of this Agreement shall run with the Property and land affected and shall be binding on, the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both Parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the Parties or their successors in interest.

20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

[Signatures Follow on Next Pages]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

WITNESSES:

Grantor:

CITY OF JACKSONVILLE,
a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

Print name: _____
Address: _____

Donna Deegan, as Mayor

ATTEST:

Print name: _____
Address: _____

James R. McCain, Jr.
Corporation Secretary

FORM APPROVED:

Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____ on behalf of Donna Deegan, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, on behalf of the City, who are personally known to me or have produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

EXECUTED on the date set forth below.

Witnesses for Grantee:

Grantee:

Trail Ridge Energy, LLC
a Michigan limited liability company

Name: _____

Address: 700 Universe Blvd.
Juno Beach, FL 33408

By: _____

Name: _____

Its: _____

Name: _____

Address: 700 Universe Blvd.
Juno Beach, FL 33408

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

Sworn to (or affirmed) and subscribed before me by means of physical presence
or online notarization, this _____ day of _____, 2025 by
_____, as _____ of Trail Ridge Energy, LLC, a Michigan limited liability
company, personally known to me to be the person who subscribed to the foregoing instrument
and acknowledged that he/she executed the same on behalf of said limited liability company and
that he/she was duly authorized so to do.

(notary seal)

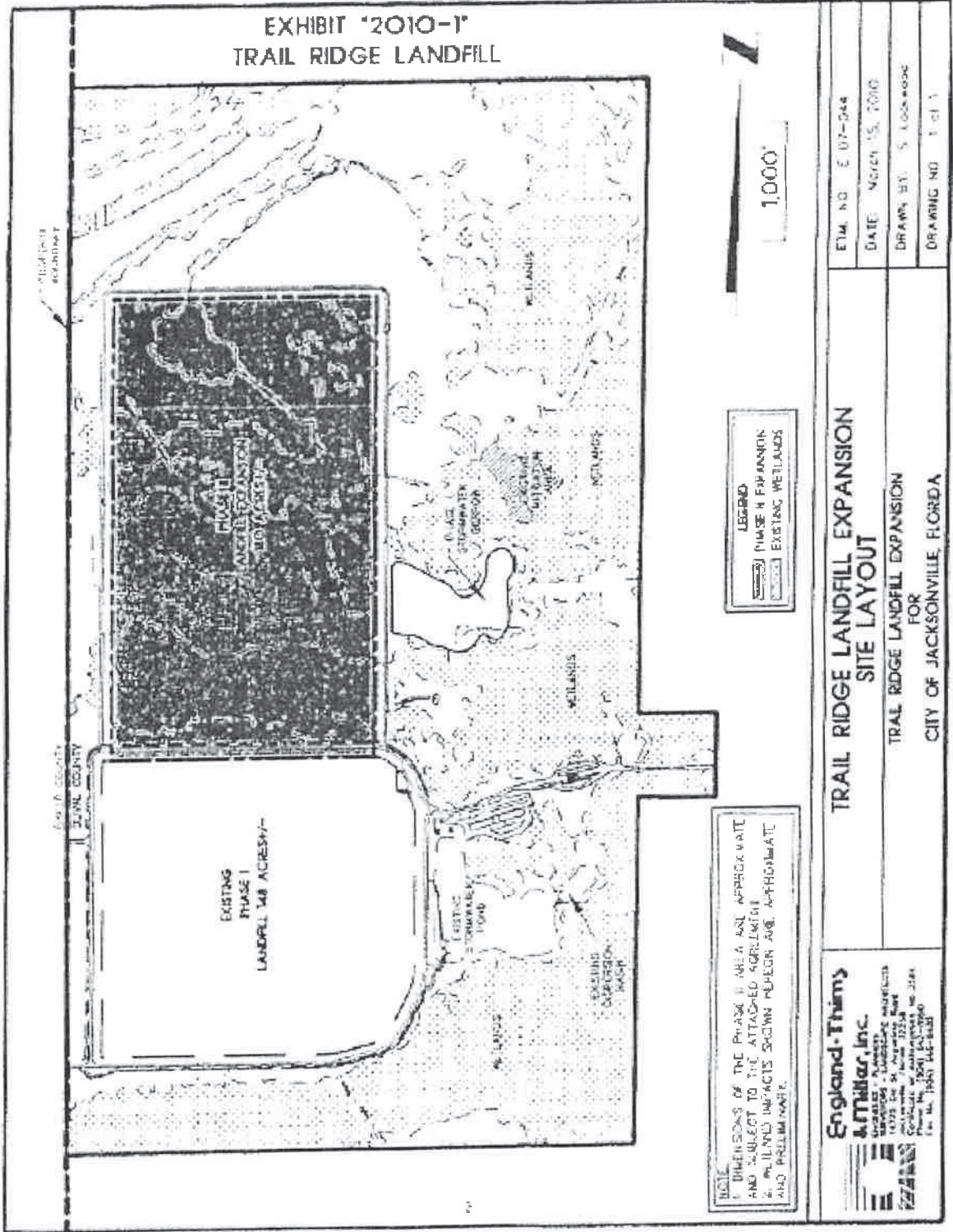
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

EXHIBIT A to the Easement Agreement
Legal Description of Property

[To immediately follow this page.]

Easement / Exhibit A
Property – Drawing



Easement / Exhibit A Property – Legal Description

PARCEL A (REVISED)

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 00°06'42" WEST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1000.02 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, CONTINUE NORTH 00°06'42" WEST, ALONG SAID WEST LINE OF SECTION 19, A DISTANCE OF 4246.29 FEET, TO THE NORTHWESTERLY CORNER THEREOF; CONTINUE NORTH 00°06'42" WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 4646.30 FEET; THENCE NORTH 89°43'31" EAST, DEPARTING SAID WEST LINE, 4665.72 FEET; SAID LINE BEING PARALLEL AND 600.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 18; THENCE SOUTH 00°19'03" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 4625.31 FEET, TO A POINT LYING ON THE SOUTH LINE OF SAID SECTION 18; THENCE SOUTH 00°17'46" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 682.99 FEET; THENCE SOUTH 89°42'14" EAST, 616.98 FEET TO A POINT LYING ON THE EAST LINE OF SAID SECTION 19; THENCE SOUTH 00°17'46" WEST, ALONG SAID EAST LINE, 700.02 FEET; THENCE NORTH 89°42'14" WEST, DEPARTING SAID EAST LINE, 616.98 FEET; THENCE SOUTH 00°17'46" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 2871.05 FEET; THENCE SOUTH 89°33'20" WEST, PARALLEL AND 1,000.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 4600.88 FEET TO THE POINT OF BEGINNING.

PARCEL B

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 00°17'46" WEST, ALONG THE WEST LINE OF SAID SECTION 20, 1091.96 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, THENCE NORTH 89°03'11" EAST, DEPARTING SAID WEST LINE, 1396.84 FEET; THENCE SOUTH 74°29'55" EAST, 624.12 FEET; THENCE SOUTH 70°15'45" EAST, 1692.00 FEET; THENCE SOUTH 59°25'01" EAST, 1913.07 FEET, TO A POINT LYING ON THE EAST LINE OF SAID SECTION 20; THENCE SOUTH 00°19'33" WEST, ALONG SAID EAST LINE, 127.49 FEET; THENCE NORTH 49°19'49" WEST, DEPARTING SAID EAST LINE, 57.82 FEET; THENCE NORTH 59°25'01" WEST, 1910.90 FEET; THENCE NORTH 70°15'45" WEST, 1678.81 FEET; THENCE NORTH 74°29'55" WEST, 605.97 FEET; THENCE SOUTH 89°03'11" WEST, 1384.55 FEET, TO A POINT LYING ON THE WEST LINE OF SAID SECTION 20; THENCE NORTH 00°17'46" EAST, ALONG SAID WEST LINE, 100.02 FEET TO THE POINT OF BEGINNING.

PARCEL C (REVISED)

A PORTION OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00°19'33" EAST, ALONG THE WEST LINE OF SAID SECTION 21, A DISTANCE OF 2303.48 FEET TO THE POINT OF BEGINNING;
FROM THE POINT OF BEGINNING, CONTINUE NORTH 00°19'33" EAST, ALONG SAID WEST LINE, 127.49 FEET; THENCE SOUTH 50°06'02" EAST, DEPARTING SAID WEST LINE, 210.33 FEET; THENCE SOUTH 49°19'49" EAST, 1989.21 FEET; THENCE NORTH 40°40'11" EAST, 85.00 FEET; THENCE SOUTH 49°19'49" EAST, 217.74 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 576.50 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°14'16", AN ARC DISTANCE OF 113.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°56'57" EAST, 112.89 FEET; THENCE SOUTH 60°34'05" EAST, 120.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 643.90 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°00'00", AN ARC DISTANCE OF 123.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°04'05" EAST, 123.43 FEET; THENCE SOUTH 71°34'05" EAST, 145.23 FEET, TO A POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301, A 206 FOOT RIGHT-OF-WAY, AS PRESENTLY ESTABLISHED; THENCE SOUTH 18°21'35" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 397.38 FEET; THENCE NORTH 49°19'49" WEST, DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 852.08 FEET; THENCE NORTH 40°40'11" EAST, 57.53 FEET; THENCE NORTH 49°19'49" WEST, 2116.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT B to the Easement Agreement
Preliminary Depiction of Easement Area

[To immediately follow this page.]

LEGAL DESCRIPTION

ACROSS THE PROPERTY LINES... (Detailed legal description text including bearings and distances for various parcels and easements.)



LEGAL DESCRIPTION



PARCEL	AREA (SQ FT)	AREA (SQ YD)
1	10,000	10,000
2	10,000	10,000
3	10,000	10,000
4	10,000	10,000
5	10,000	10,000
6	10,000	10,000
7	10,000	10,000
8	10,000	10,000
9	10,000	10,000
10	10,000	10,000
11	10,000	10,000
12	10,000	10,000
13	10,000	10,000
14	10,000	10,000
15	10,000	10,000
16	10,000	10,000
17	10,000	10,000
18	10,000	10,000
19	10,000	10,000
20	10,000	10,000
21	10,000	10,000
22	10,000	10,000
23	10,000	10,000
24	10,000	10,000
25	10,000	10,000
26	10,000	10,000
27	10,000	10,000
28	10,000	10,000
29	10,000	10,000
30	10,000	10,000

NO.	DATE	BY	REVISION
1	10/10/2007	JMM	ORIGINAL
2	03/20/2008	JMM	ADDITIONAL RECORDS
3	03/20/2008	JMM	ADDITIONAL RECORDS

4 OF 5

MAP OF SPECIFIC PURPOSE SURVEY

TRAIL RIDGE ENERGY

LOCATED IN SECTIONS 18, 20, & 21
TOWNSHIP 03 SOUTH, RANGE 23 EAST

SECTION 18, 20 & 21
TOWNSHIP 03 SOUTH, RANGE 23 EAST

SECTION 18, 20 & 21
TOWNSHIP 03 SOUTH, RANGE 23 EAST

REV.	DATE	BY	COMMENTS

ATWELL
2600 MATLAND CENTER HWY., STE 202
MATLAND, FL 32751
813-775-5555
FLORIDA SURVEY CERTIFICATE OF AUTHORIZATION # E-18783



LEGAL DESCRIPTION

SECTION 19, TOWNSHIP 23 SOUTH, RANGE 23 EAST, COUNTY OF DUVAL, FLORIDA. COMMENCEMENT AT THE POINT OF BEGINNING, BEING THE CORNER OF THE SECTION 19, TOWNSHIP 23 SOUTH, RANGE 23 EAST, COUNTY OF DUVAL, FLORIDA, AND THENCE PROCEEDING IN THE FOLLOWING ORDER: ...

CD	NO	DATE	BY	REVISION
01	1	08/11/2011	ATWELL	INITIAL SURVEY

NO	REVISION	DATE	BY
01	INITIAL SURVEY	08/11/2011	ATWELL
02	REVISION	08/11/2011	ATWELL
03	REVISION	08/11/2011	ATWELL
04	REVISION	08/11/2011	ATWELL
05	REVISION	08/11/2011	ATWELL
06	REVISION	08/11/2011	ATWELL
07	REVISION	08/11/2011	ATWELL
08	REVISION	08/11/2011	ATWELL
09	REVISION	08/11/2011	ATWELL
10	REVISION	08/11/2011	ATWELL
11	REVISION	08/11/2011	ATWELL
12	REVISION	08/11/2011	ATWELL
13	REVISION	08/11/2011	ATWELL
14	REVISION	08/11/2011	ATWELL
15	REVISION	08/11/2011	ATWELL
16	REVISION	08/11/2011	ATWELL
17	REVISION	08/11/2011	ATWELL
18	REVISION	08/11/2011	ATWELL
19	REVISION	08/11/2011	ATWELL
20	REVISION	08/11/2011	ATWELL
21	REVISION	08/11/2011	ATWELL
22	REVISION	08/11/2011	ATWELL
23	REVISION	08/11/2011	ATWELL
24	REVISION	08/11/2011	ATWELL
25	REVISION	08/11/2011	ATWELL
26	REVISION	08/11/2011	ATWELL
27	REVISION	08/11/2011	ATWELL
28	REVISION	08/11/2011	ATWELL
29	REVISION	08/11/2011	ATWELL
30	REVISION	08/11/2011	ATWELL
31	REVISION	08/11/2011	ATWELL
32	REVISION	08/11/2011	ATWELL
33	REVISION	08/11/2011	ATWELL
34	REVISION	08/11/2011	ATWELL
35	REVISION	08/11/2011	ATWELL
36	REVISION	08/11/2011	ATWELL
37	REVISION	08/11/2011	ATWELL
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41	REVISION	08/11/2011	ATWELL
42	REVISION	08/11/2011	ATWELL
43	REVISION	08/11/2011	ATWELL
44	REVISION	08/11/2011	ATWELL
45	REVISION	08/11/2011	ATWELL
46	REVISION	08/11/2011	ATWELL
47	REVISION	08/11/2011	ATWELL
48	REVISION	08/11/2011	ATWELL
49	REVISION	08/11/2011	ATWELL
50	REVISION	08/11/2011	ATWELL

ATWELL
 2000 MATLAND CENTER PKWY, STE 262
 MATLAND, FL 32751
 407.775.5500
 FLORIDA SURVEY CERTIFICATE OF AUTHORIZATION #18,192

REV	DATE	BY	COMMENTS

LOCATED IN
 SECTIONS 19, 20 & 21
 TOWNSHIP 23 SOUTH, RANGE 23 EAST
 5110 US-301 SOUTH
 JACKSONVILLE, DUVAL COUNTY, FLORIDA 32234

MAP OF
 SPECIFIC PURPOSE SURVEY
 OF
TRAIL RIDGE ENERGY

DATE: 08/11/2011
 TIME: 11:20:00 AM
 PROJECT: TRAIL RIDGE ENERGY
 SHEET NO.: 20000077
 SHEET NO.: 5 OF 5

FIRST AMENDMENT TO THREE-PARTY CONTRACT

This **FIRST AMENDMENT TO THREE PARTY CONTRACT** (“**First Amendment**”), effective as of _____, 2025, among the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (“**City**”), **TRAIL RIDGE ENERGY, LLC** a Michigan limited liability company qualified to do business in Florida (“**Producer**”), and **TRAIL RIDGE LANDFILL, INC.**, a Delaware corporation (“**Landfill Operator**”).

RECITALS

WHEREAS, the City owns the Trail Ridge Landfill located at 5110 U.S. Highway 301 South in Baldwin, Florida; and

WHEREAS, the City and Producer entered into an agreement styled Landfill Gas Rights Agreement (“**Gas Agreement**”), and a Lease Agreement (“**Lease**”), both dated April 1, 2008, as amended, whereby the Producer has the rights to site a project, and receive, process, sell, and utilize Landfill Gas at the Landfill (“**Facility**”); and

WHEREAS, City and Landfill Operator have entered into an agreement styled Landfill Operation Agreement between the City of Jacksonville and Trail Ridge Landfill, Inc., dated May 28, 2010, and effective as of July 1, 2010 (“**LO Agreement**”); and

WHEREAS, City, Producer, and Landfill Operator entered into the Three-Party Contract dated April 1, 2008, to ensure the rights and responsibilities of the parties under the Gas Agreement, Lease, and LO Agreement (the “**Contract**”); and

WHEREAS, in order to ensure the smooth implementation of and allow for additional equipment upgrades under the Gas Agreement and the uninterrupted performance of the LO Agreement, that is, to avoid or minimize any problems in carrying out the terms of these agreements, the parties have agreed to enter into this First Amendment; and

WHEREAS, the parties understand and agree that all rights and obligations in connection with this Contract, as amended, the Gas Agreement and the LO Agreement are to be exercised and conducted in conformance with all laws, rules and permits and performed consistent with the protection of human health and the environment, the prevention of odors and nuisances and the production of energy from Landfill Gas at Producer’s Facility.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Terms.** Terms used, but not defined, herein shall be given the meaning ascribed to them in the Contract as the case may be, with this First Amendment taking precedence over the Contract in the case of any conflict.

2. Amendments. The Contract is amended as provided below:

a. All references in the Contract to

- i. “electricity” or “power” shall be changed to “energy or other products”
- ii. “engines” shall be changed to “equipment”
- iii. “Gas Collection System” shall be changed to “Gas Collection and Control System”

b. Sections 1.1, 1.2, 1.3 and 1.4 of the Contract are deleted in their entirety and replaced with the following:

i. 1.1 Facility means the building and the energy production or utilization facilities, which will be designed to use or consume the Landfill Gas collected from the Landfill and are to be located on the Plant Site, on the City owned property located at 5110 U.S. Highway 301, Baldwin Florida, at the mutually agreed upon location set forth in Exhibit A hereto.

ii. 1.2 Flare means the existing equipment and future equipment owned by the City and installed for the combustion of Landfill Gas that is more than Producer's requirements or that does not meet Producer's quality specifications, or is required to meet minimum operating and permit requirements of the City's Flare and that conforms to federal and state requirements in existence from time to time.

iii. 1.3 Gas Collection and Control System means the existing and future network of active Landfill Gas extraction wells or trenches interconnected through lateral and header piping combined with control valves, pumps, as well as leachate infrastructure utilized to manage liquids generated during gas extraction and other related equipment installed by the City for the purpose of extracting and recovering Landfill Gas at the Landfill.

iv. 1.4 Landfill means that real property known as the Trail Ridge Landfill (including all current and future expansions), owned by the City and situated in Duval County, Florida which is described in Exhibit B hereto.

c. The following definitions under Section 1 of the Contract are added as follows:

i. 1.7 Condensate means the liquid formed from the condensing of the vapors that occur during the collecting, processing and transporting of Landfill Gas.

ii. 1.8 Condensate Delivery Point means one or more location(s) where Condensate is delivered from Producer to City as designated on Exhibit A.

- iii. 1.9 Environmental Attributes means any and all credits, benefits, emissions reductions, offsets, incentive payments, and allowances of any kind or nature, howsoever entitled, attributable to the use of Landfill Gas for the production of renewable natural gas, the generation of electricity, for purposes of any other renewable energy application, for reduction of air emissions of any kind or nature or for any other environmental benefit of any kind or nature, in each case whether now existing or hereafter arising and includes, without limitation, the generation of energy, recycling of energy, or displacement of conventional energy generation. By way of example, Environmental Attributes include, but are not limited to: (i) renewable identification numbers (“RINs”) and/or low carbon fuel standard credits (“LCFS”), carbon credits, renewable energy credits (REC), eRINs, or any other or future credits associated with landfill gas, including the Landfill Gas; (ii) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (iii) any avoided emissions of CO₂, methane (CH₄) and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (iv) the Reporting Rights to these avoided emissions. Environmental Attributes do not include tax credits that are applicable to a state or federal income taxation obligation, installed or operated by Producer including the Facility or any maintenance of, or improvements to, the Landfill’s wells made or paid for by Producer and any other associated contract or right and other financial incentives in the form of credits, reductions, allowances associated with such facilities. Reporting Rights as used herein shall mean the right of a person or entity that has purchased or owns Environmental Attributes to report it in compliance with any governmental authority, organization, or other party under any compliance, voluntary, trading, or reporting program, public or private and to any person, customers, or potential customers, and including without limitation, for purposes of compliance, marketing, advertising, or otherwise.
- iv. 1.10 Facility Capacity is planned at 3,000 standard cubic feet per minute (“scfm”) inlet for the portion of the Facility that will produce renewable natural gas. The actual Facility Capacity shall be provided by Producer to City and Landfill Operator in writing prior to the Facility commercial operation date. The actual Facility Capacity shall be no greater than 4,000 scfm unless mutually agreed to in writing by the parties.
- v. 1.11 LFG (Landfill Gas) Delivery Point means one or more location(s) where Landfill Gas is tendered from City to Producer at the Facility as designated on Exhibit A. For greater clarity, there may be more than one LFG Delivery Point but each one shall be considered the LFG Delivery Point for purposes of this Contract.

- d. The second sentence of Section 2.1 of the Contract is deleted in its entirety and replaced with the following:
- i. Landfill Operator and the City (with respect to the Title V permit issued or to be issued in its name and with respect to the City's obligation to make the payments required by Section 3.8 and the LO Agreement) recognize that their performance under this Contract is important for the operation of Producer's Facility and that Producer will use the Landfill Gas delivered under this Contract to produce products for sale to third parties. The parties further recognize that the safe and efficient operation of the Landfill pursuant to the LO Agreement shall be the primary priority of the Landfill Operator and the City.
- e. Section 2.6 of the Contract is deleted in its entirety and replaced with the following:
- i. 2.6 Condensate Management. Landfill Operator shall reasonably manage liquids (including Condensate and leachate) generated from the collection of Landfill Gas in the Gas Collection and Control System, provided the liquid management infrastructure for the Landfill has been designed and constructed to adequately manage the volume of liquid consistent with best management practices at similar facilities, such that the liquids do not unreasonably interfere with Producer's Facility or the production of Landfill Gas. Producer is responsible for the delivery of all Condensate collected at the Facility to the Condensate Delivery Point. Producer shall reasonably manage the delivery of Condensate such that condensate does not unreasonably interfere with Landfill's operations.
- f. Section 2.7 of the Contract is deleted in its entirety and replaced with the following:
- i. 2.7 Environmental Attributes and Tax Credits. Producer shall have the exclusive right to claim all credits, allowances and certificates associated with the Landfill Gas, which it owns pursuant to the Gas Agreement, and which arise out of the construction or operation of the Facility. These credits, allowances and certificates include all production tax credits, investment tax credits, and Environmental Attributes arising out of the construction or operation of Facility, including any expansions thereof, or Producer's consumption of Landfill Gas. Producer shall not have the right to any credits, allowances, or certificates which arise from the construction and/or operation of the Landfill or any flare at the Landfill owned by the City or Landfill Operator. These credits, allowances and certificates include all production tax credits, investment tax credits, and Environmental Attributes which arise from the construction and/or operation of the Landfill or any flare at the Landfill owned by the City or Landfill Operator. Such credits shall belong to the Landfill Operator and/or City in accordance with the agreements between

the Landfill Operator and City or their respective rights. For the avoidance of doubt and notwithstanding the foregoing, Landfill Operator shall have the right to report avoided emissions relative to on-site combustion and beneficial use by third parties of Landfill Gas relating to the Facility in its public reports and disclosures, whether such disclosures are required by laws applicable to Landfill Operator and its Affiliates or not. Such disclosures may include (but shall not be limited to) Landfill Operator's and its affiliates' sustainability report, its Environmental, Social and Governance Resource Hub, its web site and its filings with the U.S. Securities and Exchange Commission or other governmental authorities. City's or Landfill Operator's actions shall not adversely affect or invalidate any programs producing revenues or benefits, including those for Environmental Attributes, for Producer.

g. Section 3.4 of the Contract is deleted in its entirety and replaced with the following:

- i. 3.4 Gas Collection and Control System Operation. Landfill Operator shall balance the Gas Collection and Control System as needed, to meet Clean Air Act requirements and as necessary to meet the requirements of this Contract (not to exceed twice per month), and provide a written report to Producer and City outlining material adjustments made and individual gas well readings. Landfill Operator shall operate and maintain the Gas Collection and Control System in such a manner that reasonably maintains negative wellhead pressures while not causing the introduction of oxygen in excess of the Facility Design Parameters into the Landfill. City acknowledges that for the Landfill Operator to comply with Section 3.6 of this Contract, additional Gas Technicians may be required to complete monitoring and maintenance of the Gas Collection and Control System on a more frequent and timely basis. Likewise should the City and Producer agree to install additional Gas Collection and Control System infrastructure over and above the current design of the Gas Collection and Control System that would result in an increase in Monitoring and Maintenance of the System the Landfill Operator will be required to provide the necessary resources to comply with this Contract, then the parties agree the Landfill Operator shall be compensated by the City for the actual costs of those additional resources in accordance with Section 2.12 of the LO Agreement, less any savings realized by Landfill Operator as a result of changes implemented by the City and/or Producer.

The Producer recognizes that maintenance required to meet the requirements of Section 3.6 may require limited Gas Collection and Control System shutdowns. Landfill Operator shall make every reasonable effort to minimize impact to the Producer's Facility. Landfill Operator agrees to shut down as small a portion of the Gas Collection and Control System as is reasonably practicable in order to minimize the interruption in the delivery of Landfill Gas to Producer. Landfill Operator shall endeavor to focus its Gas Collection and Control System odor control efforts, to the extent reasonably practicable and where the cause of odors appears to be localized, on as limited an area of

the Gas Collection and Control System as practicable. Landfill Operator and Producer agree to exchange information for planning and coordination of activities such as material maintenance events, on a regular basis to promote coordinated operations of the Gas Collection and Control System and the Facility. Landfill Operator shall dedicate the appropriate number of employees or a consultant for wellfield monitoring and tuning, repair and maintenance of infrastructure, and to respond to Producer's requests related to the Gas Collection and Control System operation consistent with current Landfill Operator's performance under the Landfill Operating Agreement. Landfill Operator will be compensated consistent with Landfill Operating Agreement for existing routine a) through k) tasks for existing Disposal Units 1 through 5 and using a pro-rated cost for each new disposal unit constructed in the expansion area. The pro-rate cost for routine tasks for each new operating disposal unit shall be determined by dividing the current base monthly rate of \$8,000/5 (\$1,600 per expansion area disposal unit). Each disposal unit shall be considered operating upon approval by FDEP to start accepting Class I waste. The Landfill Operator will provide additional landfill Gas Technicians required beyond Gas Collection and Conveyance System operation for odor control on a Time and Material basis in accordance with Section 2.12 of the LO Agreement for non-routine work, but shall credit against any such Time and Materials cost any savings realized by Landfill Operator as a result of changes made by the City and/or Producer.

Additionally, Landfill Operator is entitled to compensation for any assistance Landfill Operator provides City and Producer as requested and required in registering the Landfill with the U.S. Environmental Protection Agency as a result of the Producer's Facility processing the Landfill's gas into RNG.

The Producer, Landfill Operator, and City shall share all information associated with the Gas Collection and Control System monitoring, flare operation, leachate evaporator operation, and Producer's Facility operation in a timely manner to allow for modifications to the system to meet the requirements of this Agreement.

- h. Section 3.6 of the Contract is deleted in its entirety and replaced with Exhibit C hereto, which Exhibit shall be construed as if fully set forth in the body of the Agreement as Section 3.6.
- i. The phrase "additional named insured" in the second paragraph of Section 4.5 of the Contract is deleted and replaced by the phrase "additional insured".
- j. Section 8 of the Contract is modified by replacing Producer's contact information for notices with the following:

To Producer:

Trail Ridge Energy, LLC
700 Universe Blvd
Juno Beach, FL 33408
Attn: Business Manager RNG
Email: rng-businessmanagement.sharedmailbox@nexteraenergy.com

With a copy to:
NextEra Energy Resources, LLC
700 Universe Blvd, LAW
Juno Beach, FL 33408
Attn: General Counsel
Email: NEER-General-Counsel.sharedmailbox@NEE.com

- k. Section 9.6 of the Contract is modified by adding the following sentences after the first sentence:

Notwithstanding the foregoing sentence, the parties incorporate herein by reference, as if fully set forth herein in their entirety, Section 7 and Section 10 of the First Amendment to Lease Agreement executed contemporaneously herewith by the City and Producer (the “Assignment Provisions”). The Assignment Provisions shall apply in all instances that Producer seeks to mortgage, assign or collaterally assign its rights and obligations hereunder, whether in whole or in part. For purposes of interpreting the Assignment Provisions, references to “Lessor” shall mean the City and references to “Lessee” shall mean Producer and any assignment, mortgage or collateral assignment entered into by Producer in accordance with the Assignment Provisions shall not require the consent of Landfill Operator under any circumstance. The Assignment Provisions shall take precedence in any instance of a conflict with the terms of this Agreement.

3. The Contract as modified by this First Amendment contains the entire agreement between the parties with respect to the matters detailed above and supersedes any and all oral negotiations and prior writing with respect hereto.
4. This First Amendment shall be construed in accordance with the laws of the State of Florida, and the venue any legal action brought or filed relating to any matter arising under this First Amendment will be exclusively in Duval County, Florida.
5. This First Amendment may be executed electronically and in any number of original counterparts. All such counterparts shall constitute one and the same agreement.
6. Except as modified herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

[Signature Pages to Immediately Follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this First Amendment to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

CITY:

CITY OF JACKSONVILLE,
a consolidated municipal corporation and
political subdivision existing under the laws
of the State of Florida

Donna Deegan, as Mayor

ATTEST:

James R. McCain, Jr.
Corporation Secretary

FORM APPROVED:

Office of General Counsel

GC-#1636652-v9-First_Amendment_to_Trail_Ridge_Three-Party_Contract_.DOCX

ATTEST:

TRAIL RIDGE ENERGY, LLC

Signature

Signature

Printed Name

Printed Name

ATTEST:

TRAIL RIDGE LANDFILL, INC.

Signature

Signature

Printed Name

Printed Name

Exhibit A

Facility

[Legal description of Facility to immediately follow this page.]

Final as-built drawings to replace this preliminary drawing when prepared

Exhibit A Facility, Delivery Point(s)

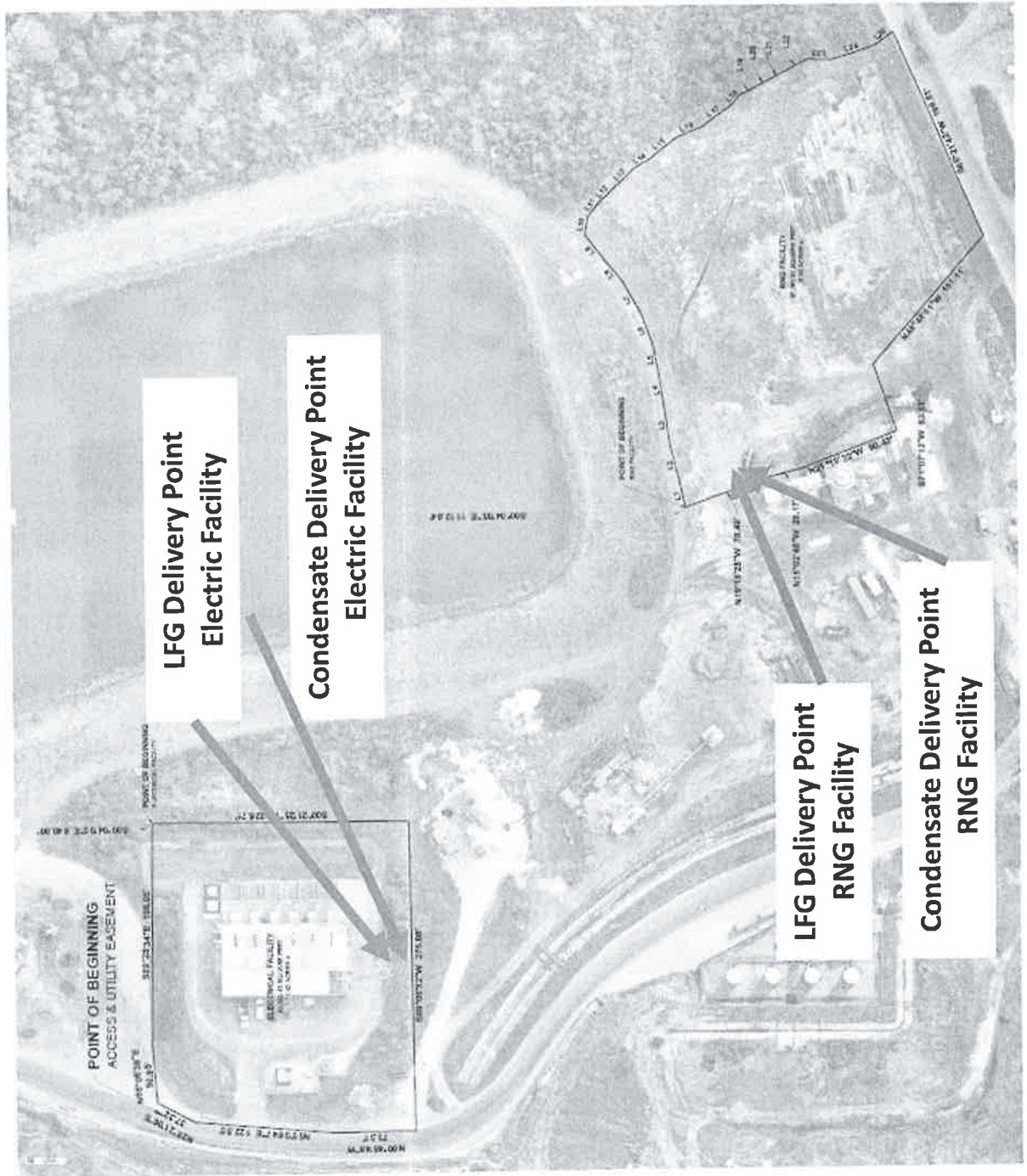


Exhibit B

Landfill

[Legal description of Landfill to immediately follow this page.]

Exhibit B
Landfill – Drawing

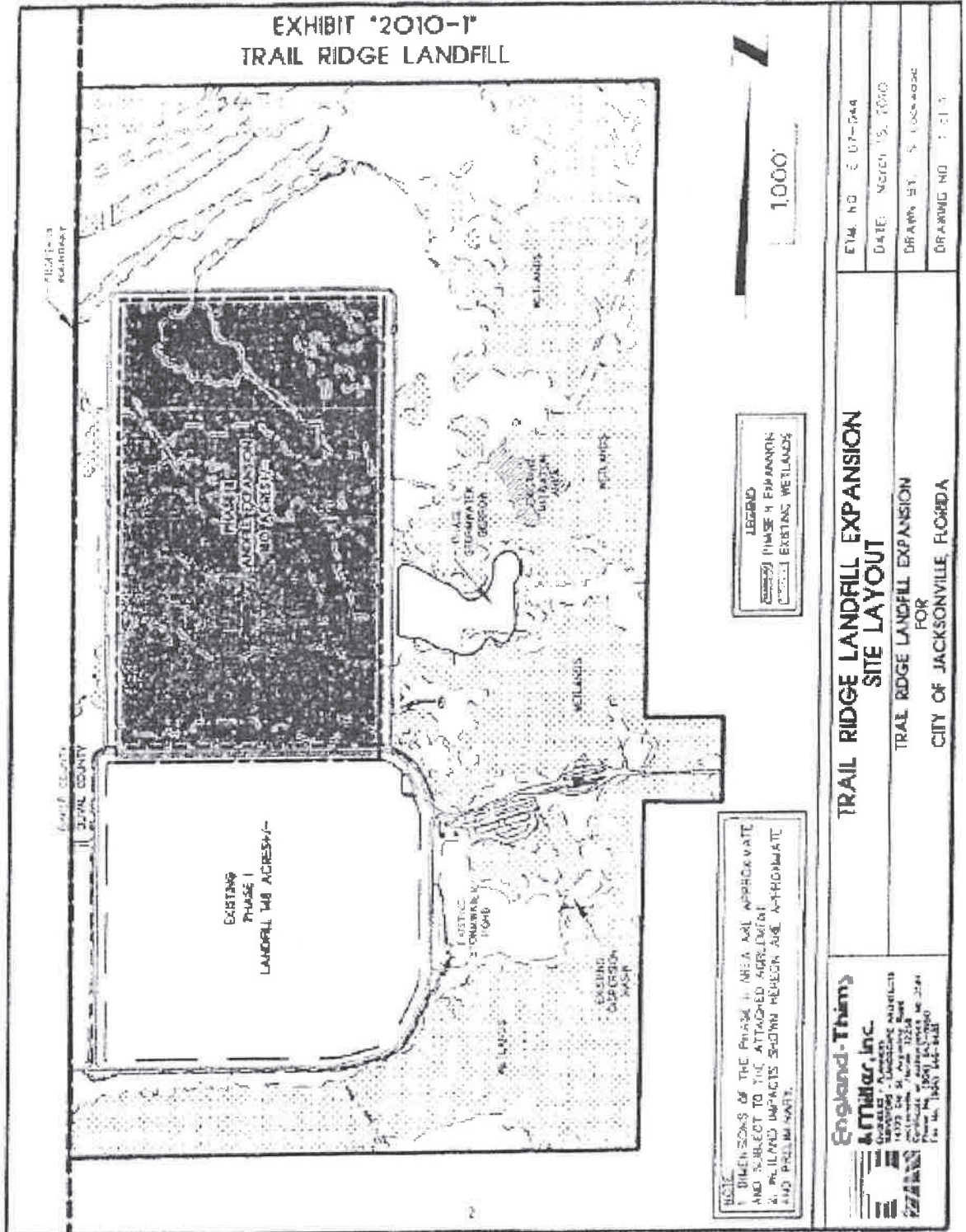


Exhibit B Landfill – Legal Description

PARCEL A (REVISED)

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 00°06'42" WEST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1000.02 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, CONTINUE NORTH 00°06'42" WEST, ALONG SAID WEST LINE OF SECTION 19, A DISTANCE OF 4246.29 FEET, TO THE NORTHWESTERLY CORNER THEREOF; CONTINUE NORTH 00°06'42" WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 4646.30 FEET; THENCE NORTH 89°43'31" EAST, DEPARTING SAID WEST LINE, 4665.72 FEET; SAID LINE BEING PARALLEL AND 600.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 18; THENCE SOUTH 00°19'03" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 4625.31 FEET, TO A POINT LYING ON THE SOUTH LINE OF SAID SECTION 18; THENCE SOUTH 00°17'46" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 682.99 FEET; THENCE SOUTH 89°42'14" EAST, 616.98 FEET TO A POINT LYING ON THE EAST LINE OF SAID SECTION 19; THENCE SOUTH 00°17'46" WEST, ALONG SAID EAST LINE, 700.02 FEET; THENCE NORTH 89°42'14" WEST, DEPARTING SAID EAST LINE, 616.98 FEET; THENCE SOUTH 00°17'46" WEST, PARALLEL AND 616.98 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 2871.05 FEET; THENCE SOUTH 89°33'20" WEST, PARALLEL AND 1,000.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 4600.88 FEET TO THE POINT OF BEGINNING.

PARCEL B

A PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 00°17'46" WEST, ALONG THE WEST LINE OF SAID SECTION 20, 1091.96 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING, THENCE NORTH 89°03'11" EAST, DEPARTING SAID WEST LINE, 1396.84 FEET; THENCE SOUTH 74°29'55" EAST, 624.12 FEET; THENCE SOUTH 70°15'45" EAST, 1692.00 FEET; THENCE SOUTH 59°25'01" EAST, 1913.07 FEET, TO A POINT LYING ON THE EAST LINE OF SAID SECTION 20; THENCE SOUTH 00°19'33" WEST, ALONG SAID EAST LINE, 127.49 FEET; THENCE NORTH 49°19'49" WEST, DEPARTING SAID EAST LINE, 57.82 FEET; THENCE NORTH 59°25'01" WEST, 1910.90 FEET; THENCE NORTH 70°15'45" WEST, 1678.81 FEET; THENCE NORTH 74°29'55" WEST, 605.97 FEET; THENCE SOUTH 89°03'11" WEST, 1384.55 FEET, TO A POINT LYING ON THE WEST LINE OF SAID SECTION 20; THENCE NORTH 00°17'46" EAST, ALONG SAID WEST LINE, 100.02 FEET TO THE POINT OF BEGINNING.

PARCEL C (REVISED)

A PORTION OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 23 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00°19'33" EAST, ALONG THE WEST LINE OF SAID SECTION 21, A DISTANCE OF 2303.48 FEET TO THE POINT OF BEGINNING;
FROM THE POINT OF BEGINNING, CONTINUE NORTH 00°19'33" EAST, ALONG SAID WEST LINE, 127.49 FEET; THENCE SOUTH 50°06'02" EAST, DEPARTING SAID WEST LINE, 210.33 FEET; THENCE SOUTH 49°19'49" EAST, 1989.21 FEET; THENCE NORTH 40°40'11" EAST, 85.00 FEET; THENCE SOUTH 49°19'49" EAST, 217.74 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 576.50 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°14'16", AN ARC DISTANCE OF 113.07 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°56'57" EAST, 112.89 FEET; THENCE SOUTH 60°34'05" EAST, 120.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 643.90 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°00'00", AN ARC DISTANCE OF 123.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°04'05" EAST, 123.43 FEET; THENCE SOUTH 71°34'05" EAST, 145.22 FEET, TO A POINT LYING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301, A 206 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE SOUTH 18°21'35" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 397.38 FEET; THENCE NORTH 49°19'49" WEST, DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 852.08 FEET; THENCE NORTH 40°40'11" EAST, 57.53 FEET; THENCE NORTH 49°19'49" WEST, 2116.98 FEET TO THE POINT OF BEGINNING.

Exhibit C

(Section 3.6)

Gas Collection and Control System Operation

This Exhibit C replaces Section 3.6 of the Contract in its entirety and should be read as Section 3.6 of the Contract.

Facility Operating Requirements and Delivery Parameters

Subject to Landfill Operator's rights and obligations in this Contract and to its odor control and surface emissions responsibilities defined by the applicable permits, rules and regulations, Landfill Operator shall undertake Commercially Reasonable Efforts, defined below in paragraphs (a) through (k), to deliver Landfill Gas to Producer at the location depicted on Exhibit A ("LFG Delivery Point") in the following quantities and qualities with the goal of meeting or improving on Facility Operating Requirements below:

“Facility Operating Requirements” shall be collectively defined as below:

- Methane: Greater than 47.5%
- Oxygen: Less than 2.5%
- Nitrogen: Less than 13.0%
- Carbon Dioxide: Less than 37.0%
- Energy Flow Rate: 100% of the Facility Capacity

Producer has designed and can operate the Facility within the Facility Design Parameters defined below with the understanding that the Facility Operating Requirements above provide for the optimal operations of the Facility but Producer, as Facility is available to accept such Landfill Gas, will not reject Landfill Gas with the following quality and quantity characteristics:

“Facility Design Parameters” shall be collectively defined as below:

- Methane: Greater than 42.0% and less than 56.0%
- Oxygen: Less than 4.0%
- Nitrogen: Greater than 4.0% and less than 18.0%
- Carbon Dioxide: Greater than 34.0% and less than 43.0%
- Energy Flow Rate: Greater than 50% and up to 118.0% of the Facility Capacity

Landfill Operator shall not flare any Landfill Gas collected in the Gas Collection and Control System which Producer has requested be delivered to the Facility and that the Facility is prepared to accept.

Landfill Gas Substandard Deliveries

Landfill Operator may deliver Landfill Gas to Producer which varies from the forgoing Facility

Operating Requirements but within the Facility Design Parameters ("Substandard Deliveries") so long as such Substandard Deliveries do not cause the hourly energy output of the Facility to drop below 90% of the Facility Capacity hourly output and so long as such Substandard Deliveries do not continue for more than two consecutive business days and so long as there are not more than two such Substandard Delivery events in any 30 day period.

In the event that the Substandard Deliveries cause the hourly energy output of the Facility to drop below 90% of the Facility Capacity hourly output, or in the event that the Substandard Deliveries continue for more than two consecutive business days, or in the event that there are more than two such Substandard Delivery events in any 30 day period, Landfill Operator will continue to deliver Landfill Gas to Producer and will implement those activities listed below in (a) through (k), to the extent required.

If the Oxygen Content of the Landfill Gas being delivered to Producer rises above 2.5% or increases by more than one-half of one percentage point (0.5) as measured as an average over a (72) seventy-two hour time period, or if the methane content of the Landfill Gas being delivered to Producer decreases by more than three (3) percentage points as measured as an average over a (72) seventy-two hour time period, or it otherwise appears that the quantities or qualities of Landfill Gas being delivered to Producer may fall below the Facility Operating Requirements set forth above, Landfill Operator and Producer shall meet within 2 business days of a request by Producer and work in good faith to develop and implement a mutually acceptable plan which is designed to prevent the quantities and qualities of Landfill Gas being delivered to Producer from failing to meet the Facility Operating Requirements specified in this Exhibit.

Procedure (a) through (k) to Address Substandard Deliveries by Landfill Operator

If the quantities and qualities of Landfill Gas being delivered to Producer cease to meet Facility Operating Requirements and Substandard Deliveries provisions set forth above, Landfill Operator, subject to being paid for such work to the extent required by this Contract and the LO Agreement, shall promptly undertake the following activities, (a) through (k) ("Commercially Reasonable Efforts"), and shall continue to undertake those activities that materially contribute Landfill Gas until the quantities or qualities of Landfill Gas being delivered to Producer meet the Facility Design Requirements set forth in this Exhibit:

- a. Investigate increasing the Landfill Gas supply through the addition of permanent wells and/or temporary gas wells in appropriate areas of the Landfill and add additional Landfill Gas collection wells as appropriate. Producer and Landfill Operator shall work together to ensure that the installation of additional landfill gas collection wells does not violate any permit condition, permitted gas collection and control system design, or any statute or regulation.
- b. Balance the Gas Collection and Control System as reasonably needed to produce and deliver Landfill Gas to Producer (currently performed once per month), and
 - provide normal preventative maintenance to the collection system components and
 - repair the Gas Collection and Control System, as appropriate.
- c. Install de-watering pumps in all Landfill Gas collection wells that are retaining liquid that

is submerging greater than 50% of the perforated portion of the pipe and discharge liquids using Control means other than the Landfill Gas Collection and Control System. If Landfill Operator does so and the quantities or qualities of Landfill Gas still fail to meet the Facility Operating Requirements, then, Landfill Operator and City will evaluate other remedial efforts to improve collection of the gas extraction point including replacement of the gas extraction point.

- d. Sound all Landfill Gas collection wells identified in paragraph c. above every six months, if needed, to monitor the Landfill de-watering efforts and install additional de-watering apparatus where it is determined that the existing de-watering apparatus will not achieve the desired objective over a twelve (12) month period.
- e. Unless agreed to otherwise by the three parties, prohibit the use of the Landfill Gas Collection and Control System as the Landfill's collection and leachate transportation system or the Landfill system to re-inject any leachate into the Landfill (not including disposal of any leachate evaporator residuals), to the extent such use:
 - i. materially and adversely affects the vacuum at the blower station,
 - ii. causes any material decrease in Landfill Gas quantity or quality at the blower station, or
 - iii. materially obstructs the flow of Landfill Gas through any of the headers.
- f. Landfill Operator's on-site technician will successfully complete the "Landfill Gas Control Technologies" class offered by Landtech or a similar class offered by the state or a reputable vendor, if not already trained.
- g. Make wellfield records available to Producer for review and, if requested, provide copies to Producer at Producer's expense on a reasonable basis. As requested, Producer shall make available Landfill Gas quality and quantity data downstream of the Landfill Gas Delivery Point to both the Landfill Operator and City. Such request will not result in excessive cost to Producer.
- h. Landfill Operator will not materially alter its operation of the Landfill, except where required by a change in law or permit, the LO Agreement (or any amendment or replacement thereof) and/or a change in the volume, source and/or nature of waste received, where such change in operation would be expected to cause a material decrease in the quantity or quality of Landfill Gas produced.
- i. Landfill Operator will balance the entire collection system at least once per month by doing the following:

Take a complete set of wellfield NSPS readings, flow and quality (methane and O₂) in a single day, if practicable.

 - Record all readings by well number and compare with historical readings for each well to identify wells needing adjustment for flow and quality to achieve appropriate gas recovery.
 - Make all Landfill Operator determined adjustments as soon as practicable.

- j. Verify on a commercially reasonable frequency that all well pumps, compressed air, Landfill condensate discharge, Landfill Gas Control and blower systems are operating and promptly repair or replace those that are not.
- k. Allow for an engineering study by Producer and/or a third party (retained and paid for by Producer) to determine the effectiveness of the well field and make further recommendations. Except for any recommendations that may be required by law, Landfill Operator shall not be required to undertake any such recommendations. If such recommendations are not required by law, but Landfill Gas is being produced outside of the Facility Operating Requirements, the City shall pay for implementation of those recommendations, if any, that would materially increase production of Landfill Gas, subject to the limitations set forth in Section 3.8.

Landfill Operator may decide the order in which it will undertake and perform items (a) through (k) above, to the extent that the same are applicable.

Landfill Operator shall have satisfied its Facility Operating Requirements and its obligation to undertake Commercially Reasonable Efforts to deliver Landfill Gas to Producer if Landfill Operator complies in all material respects with the foregoing items (a) through (k), to the extent that the same are applicable.

City Cost Responsibilities for Non-Routine Commercially Reasonable Efforts

Landfill Operator shall only be required to undertake any recommendations that are required by applicable law. If such recommendations are not required by applicable law, but Landfill Gas is being produced at Substandard Deliveries, the City shall pay for implementation of those recommendations, if any, that would materially increase production of Landfill Gas, subject to the limitations set forth in Section 3.8.

The City acknowledges that monitoring and maintenance of the Gas Collection and Control System to meet Producer's requirements may exceed monitoring and maintenance requirements to meet current compliance standards. In order to comply with these revised Landfill Gas quality, quantity and delivery requirements, additional Landfill Gas Technicians may be required. Landfill Operator will provide additional Landfill Gas Technicians on a time and material basis. Landfill Operator will take all actions reasonably necessary to address deficiencies of the Gas Collection and Control System in order to comply with this Exhibit.

Landfill Gas "Plan"

If the Landfill Operator has undertaken the required Commercially Reasonable Efforts listed above, excluding (k), within or for a period of twelve (12) months, to the extent that the same are applicable, and the quantities or qualities of Landfill Gas being delivered to Producer still fail to meet the Facility Operating Requirements, the City, Landfill Operator and Producer shall meet and work in good faith to develop and implement a plan and cost estimate to increase the quantities or qualities of Landfill Gas being delivered to Producer to meet the standards set forth at the

beginning of this Section (the "Plan"). Landfill Operator shall be reimbursed for all of its costs to implement any such Plan by Producer or City, as applicable, within thirty (30) days of the presentment of an invoice, to the extent that Producer or City has agreed or requested in writing that Landfill Operator perform any or all of the tasks identified in the Plan. City shall be responsible for payment of any capital costs, as agreed to by the City, under the Plan.

In the event that Landfill Operator is not timely reimbursed by Producer under the Plan, Landfill Operator shall have no obligation to undertake additional Commercially Reasonable Efforts in the future until Producer has reimbursed Landfill Operator for all outstanding costs it is obligated to pay under this Contract and has provided reasonable assurance that it will pay all similar amounts in the future.

If (i) the Landfill Operator has undertaken the required Commercially Reasonable Efforts listed above, excluding (k), within or for a period of twelve (12) months, to the extent that the same are applicable, and (ii) the Landfill Operator and Producer have met, or have offered to meet at mutually convenient times, and worked in good faith to develop a Plan to increase the quantities or qualities of Landfill Gas being delivered to Producer (whether or not such Plan is implemented) and the quantities or qualities of Landfill Gas being delivered to Producer still fail to meet the Facility Operating Requirements set forth at the beginning of this Section, then Landfill Operator shall continue its normal operations consistent with this Contract.

Additional Quantities of Landfill Gas

If City, Producer and Landfill Operator agree, including an agreement in writing on any additional conditions that may apply, on one or more future dates that the Landfill is reliably producing more than the maximum capacity provided in the Facility Design Parameters ("Additional Quantities of Landfill Gas") and Producer requests that such Additional Quantities of Landfill Gas be delivered to it, Landfill Operator shall deliver such Additional Quantities of Landfill Gas to Producer at the Delivery Point. Landfill Operator will be reimbursed for any additional costs to the extent required by this Contract and/or the LO Agreement.