CITY AND COUNTY OF DENVER

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WM RENEWABLE ENERGY, L.L.C.

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WASTE MANAGEMENT OF COLORADO, INC.
(solely for the purposes of Section 5.06(b))

AMENDED AND RESTATED LANDFILL GAS SALE AND PURCHASE AGREEMENT

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AMENDED AND RESTATED LANDFILL GAS SALE AND PURCHASE AGREEMENT

THIS AMENDED AND RESTATED LANDFILL GAS SALE AND PURCHASE AGREEMENT is made upon the date designated below on the City's signature page (the "Effective Date") by the City and County of Denver ("City"), a municipal corporation of the State of Colorado, and WM Renewable Energy, L.L.C., ("Contractor") a Delaware limited liability company with principal offices at 800 Capitol Street, Suite 3000, Houston, Texas, 77002, and solely for the purposes of Section 5.06(b), Waste Management of Colorado, Inc., a Colorado corporation.

RECITALS

A. Capitalized terms used in these Recitals are defined in Article II.

B. The City owns the Site located on Gun Club Road, including the DADS Site and the Superfund Site; and pursuant to the Landfill Agreement, WMC is the contract operator of the DADS Site, responsible for managing landfill operations at the DADS Site.

C. The City owns the Landfill Gas from the Site and supports its beneficial reuse; and pursuant to the Landfill Gas Purchase and Sale Agreement by and between the City and Contractor dated June 21, 2007 (the "2007 LFG Agreement"), the City sells Landfill Gas from the Site to the Contractor for the generation of electric energy at the ICE Plant constructed and operated by Contractor on the Superfund Site which replaced the prior flare-only treatment method to promote renewable energy and reduce emissions of greenhouse gases.

D. As of the Effective Date, the landfill gas collection system at the DADS Site and the landfill gas collection and control system at the Superfund Site are connected and utilize a flare treatment method for Landfill Gas not beneficially reused at the ICE Plant.

E. WMC, as the contract operator of the DADS Site, has constructed and installed a 5,000 scfm flare within the Superfund Site and upstream of Contractor's RNG Facilities, which will be the new flaring location upstream of Point of Delivery.

F. The City and Contractor now desire to enter into this Agreement to amend and restate the 2007 LFG Agreement as of the Effective Date, and for the City to sell to Contractor, and for Contractor to: (1) buy from the City certain Landfill Gas extracted at the Site; (2) continue to operate the ICE Plant until it is decommissioned; and (3) own, design, construct on a designated portion of the DADS Site set forth on Exhibit B and cause the operation and maintenance of Contractor's RNG Facilities to convert Landfill Gas extracted from the DADS Site into Renewable Natural Gas for the sale of such RNG and Environmental Benefits derived from Renewable Natural Gas.

G. Pursuant to the Landfill Agreement between the City and WMC, the Parties recognize that this Agreement constitutes a "separate agreement to fund

investments and arrange for the management of the recovery and capture of the landfill gas belonging to Denver" under Article 9 of the Landfill Agreement, and consistent with the last sentence of Article 12.11 of the Landfill Agreement, WMC has assigned its rights therein to Contractor.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I. PURPOSE OF AGREEMENT

The purpose of this Agreement is: (1) for the City to give Contractor rights to, sell and deliver to Contractor, certain Landfill Gas as further set forth herein; (2) for certain Landfill Gas to continue to be treated by the ICE Plant, converted to electricity, and sold by Contractor or its designee to achieve beneficial reuse of Landfill Gas and reduce greenhouse gas emissions at the Site until the ICE Plant is removed from service; for Contractor to remove from service and decommission the ICE Plant; and (3) for Contractor to own, design, and construct Contractor's RNG Facilities on a designated portion of the DADS Site, and cause the operation and maintenance of Contractor's RNG Facilities to convert certain Landfill Gas into RNG for delivery to Downstream Pipeline(s) and sale of such RNG and Environmental Benefits, to share the revenues generated by such sales with the City, and to achieve beneficial reuse of Landfill Gas thereby reducing greenhouse gas emissions at the DADS Site, on and subject to the terms and conditions set forth herein.

ARTICLE II. DEFINITIONS

2.01 "Affiliate" means, with respect to Contractor, any wholly owned direct or indirect subsidiaries of Waste Management, Inc.

2.02 "Agreement" means this Amended and Restated Landfill Gas Sale and Purchase Agreement entered into by the City and Contractor.

2.03 "Approvals" has the meaning set forth in paragraph 4.02.

2.04 "Back-up Metering Device" has the meaning set forth in paragraph 7.02(a)(3).

2.05 "Bankruptcy or Insolvency" means that a Party (i) admits in writing its inability to pay its debts generally as they become due, (ii) files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable laws of the United States of America or any state, district or territory thereof, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver of the whole or any substantial part of its assets; (v) has a petition in bankruptcy filed against it, and such petition is not dismissed within sixty (60) Days after the filing thereof, (vi) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of its assets, and such order, judgment or decree is not vacated or set aside or stayed within sixty (60) Days from the date of entry thereof, or (vii) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of its assets and such custody or control is not terminated or stayed within sixty (60) Days from the date of assumption of such custody or control.

2.06 "Biogas Producer Requirements" has the meaning set forth in paragraph 4.05.

2.07 "BTU" means British Thermal Unit and "MMBTU" means million BTU.

2.08 "CDPHE" means the Colorado Department of Public Health and Environment.

2.09 "City" or "Denver" means the City and County of Denver, a municipal corporation of the State of Colorado.

2.10 "Claims" has the meaning set forth in paragraph 15.01.

2.11 "Commercial Operation Date" means the date that Downstream Pipeline accepts delivery of RNG from the Contractor's RNG Facilities that meets the quality requirements of the Downstream Pipeline.

2.12 "Consent Agreement" means the consent decree last entered on November 17, 2005 in settlement of *United States of America v. City and County of Denver, Waste Management of Colorado, Inc., Chemical Waste Management, Inc., et al*. Civil Action No. 02-CV-1341-EWN-MJW.

2.13 "Constituent Products" means any and all components or constituents of the LFG existing following the Point of Delivery and any and all gas, materials, products and byproducts directly or indirectly generated, recovered, produced or resulting from Contractor's possession or use of LFG following the Point of Delivery or the use of LFG to generate electricity at the ICE Plant or the processing of LFG into Renewable Natural Gas, but in all cases excluding electricity, Renewable Natural Gas, and the Environmental Benefits associated with electricity or Renewable Natural Gas.

2.14 "Contractor" means WM Renewable Energy, L.L.C.

2.15 "Contractor's Facilities" means the ICE Plant and Contractor's RNG Facilities.

2.16 "Contractor's RNG Facilities" means the Renewable Natural Gas processing facility owned, designed, and constructed by Contractor, consisting of the facilities for receipt and processing of Landfill Gas extracted from the DADS Site and conversion of Landfill Gas into RNG, facilities for delivery of RNG to the Downstream Pipeline, and all related plant components and appurtenances, all of which are generally depicted in Exhibit A, as well as any other facilities and equipment related to acceptance, processing, or treatment of Landfill Gas from the DADS Site and converting such Landfill Gas collected to RNG and also includes all piping and related appurtenances located over or fixed to the Site used in the delivery of RNG from the plant to a Downstream Pipeline.

2.17 "Day" means calendar day.

2.18 "DDPHE" means the Denver Department of Public Health and Environment.

2.19 "Decommissioning Start Date" means that date, as determined in Contractor's reasonable discretion, but no later than the date provided in paragraph 5.05(b), on which the Contractor will remove the ICE Plant from service as a generator of electricity.

2.20 "Denver Arapahoe Disposal Site" or "DADS Site" means the portion of lands located in Site that are described in Exhibit B and excludes the land area within the Superfund Site.

2.21 "Downstream Pipeline" means a natural gas pipeline(s) or other third-party facility located downstream of Contractor's RNG Facilities into which Contractor delivers Renewable Natural Gas.

2.22 "Effective Date" has the meaning set forth in the Preamble to this Agreement.

2.23 "Emergency Shutdown" means shutdowns or outages of the Contractor's Facilities that Contractor could not have reasonably anticipated or scheduled in advance, and that are not caused by a Force Majeure event.

2.24 "Environmental Benefits" means any and all credits, benefits, rebates, subsidies, emissions reductions, offsets, incentive payments, and allowances of any kind or nature, howsoever entitled, attributable to the environmental and renewable attributes associated with the production of Renewable Natural Gas or any Constituent Products, including the production and delivery of Renewable Natural Gas for use as a renewable transportation fuel, generation of electricity or for any other purpose intended as renewable energy or 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 hereinafter arising. Environmental Benefits currently include, for example: (i) renewable energy credits created as a result of generating electricity from a renewable feedstock, (ii) renewable identification numbers and or low carbon fuel standard credits, (iii) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), 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 any of these Environmental Benefits or avoided emissions.

2.25 "Environmental Laws" means all applicable local, state, and federal environmental rules, regulations, statutes, statutory and common law, permits, and orders regarding the storage, use, disposal, emission, remediation, or discharge of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment.

2.26 "Executive Order 97" means Executive Order No. 97 issued by Mayor Federico Pena of the City and County of Denver on June 27, 1991 regarding Restrictions on the Use of Land, Surface Water and Groundwater at the Lowry Landfill (Denver-Arapahoe Disposal Site), and as may be amended.

2.27 "Force Majeure" has the meaning set forth in paragraph 10.01.

2.28 "Hazardous Materials" means substances, materials or waste, the generation, handling, storage, treatment, emission, discharge, or disposal of which is regulated by any local, state, or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "solid waste," "pollutant," or "contaminant," and including, without limitation, those defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6903), or defined as a "hazardous substance" under Section 101 of CERCLA (42 U.S.C. § 9601), and, including, without limitation, petroleum products and byproducts, PCBs, and asbestos.

2.29 "ICE Plant" means the internal combustion engine plant with a gross electric generating capacity of 3200 kilowatts operated and maintained by Contractor pursuant to the 2007 LFG Agreement that consists of the internal combustion engines, control instrumentation, exterior engine cooling units, and all related plant components and appurtenances, as well as any other facilities and equipment related to acceptance, processing, or treatment of Landfill Gas and converting such Landfill Gas collected to electric energy, as well as all power lines owned and operated by Contractor and related appurtenances located over or fixed to the Site used in the transmission of electric energy from the ICE Plant to the electrical grid.

2.30 "Initial Term" has the meaning set forth in paragraph 3.01.

2.31 "Landfill Agreement" means the January 9, 1998 Landfill Agreement between the City and WMC, as amended from time to time.

2.32 "Landfill Facilities" means the landfill gas collection system at the DADS Site and consisting of the wells, trenches, lateral piping, and all other equipment or facilities related to the extraction of Landfill Gas from the DADS Site to the respective points of connection to the Contractor's Facilities as depicted in Exhibit C (Drawings 1 and 2).

2.33 "Landfill Gas" or "LFG" means the gas gathered by the collection systems located at the Site primarily consisting of methane and carbon dioxide produced from the decomposition of refuse within the DADS Site or the Superfund Site, as applicable.

2.34 "LFG Collection Separation Date" means the date on which WMC or the City through the role as co-trustees notifies Contractor that the Landfill Facilities and the Superfund Site Facilities have been permanently separated by and through a separate agreement, such that LFG from the Superfund Site will no longer flow to the Landfill Facilities, the ICE Plant, or Contractor's RNG Facilities, as such date is determined in Contractor's reasonable discretion and prior to the Commercial Operation Date provided in paragraph 5.03(a).

2.35 "Manager" has the meaning set forth in Article XIV.

2.36 "Metering Devices" has the meaning set forth in paragraph 7.02(a)(1).

2.37 "Monthly Fee" has the meaning set forth in paragraph 8.02(b).

2.38 "Parent Company" means, with respect to a specified entity, the ultimate parent company having a controlling interest in such entity.

2.39 "Party" shall mean City or Contractor, as applicable, and "Parties" shall mean both City and Contractor. Party and Parties shall not include WMC.

2.40 "Point of Delivery" is at the downstream side of the flange at the point of connection from the Landfill Facilities or Superfund Site Facilities, as applicable, where the Landfill Gas is delivered to and received by Contractor's Facilities as specifically depicted in Exhibit A.

2.41 "Proprietary Data" has the meaning set forth in paragraph 22.01.

2.42 "Purchase Term" has the meaning set forth in paragraph 8.02(a).

2.43 "Record of Decision" or "ROD" means the Record of Decision for the Lowry Landfill Superfund Site signed by the U.S. EPA and the CDPHE on March 10, 1994, including all amendments unless otherwise specified.

2.44 "Renewable Natural Gas" or "RNG" means the purified natural hydrocarbon gases consisting primarily of methane that is produced when Landfill Gas is processed by Contractor at Contractor's RNG Facilities.

2.45 "Renewal Period" has the meaning set forth in paragraph 3.01.

2.46 "scfm" means standard cubic feet per minute.

2.47 "Site" for the purposes of this Agreement means all of Sections 5, Township 5 South, Range 65 West of the 6th Principal Meridian in Arapahoe County, Colorado and portions of Section 6, Township 5 South, Range 65 West of the 6th Principal Meridian in Arapahoe County, Colorado and portions of Sections 31 and 32, Township 4 South, Range 65 West of the 6th Principal Meridian in Arapahoe County, Colorado, as those lands are specifically described in Exhibit B.

2.48 "Standard" has the meaning set forth in paragraph 7.01(b)(1).

2.49 "Superfund Site" means the Lowry Landfill Superfund Site located on portions of Section 6, Township 5 South, Range 65 West of the 6th Meridian in Arapahoe County, Colorado, and portions of Section 31 Township 4 South, Range 65 West of the 6th Principal Meridian in Arapahoe County, Colorado, as those lands are specifically described in Exhibit B.

2.50 "Superfund Site Facilities" means the landfill gas collection and control system located at the Superfund Site and consisting of the wells, trenches, lateral piping, and all other equipment or facilities related to the extraction of Landfill Gas from the Superfund Site to the respective points of connection to the ICE Plant as depicted in Exhibit C (Drawings 1 and 2).

2.51 "2007 LFG Agreement" has the meaning set forth in the Recitals.

2.52 "Term" means the period including the Initial Term and any Renewal Period.

2.53 "U.S. EPA" means the United States Environmental Protection Agency.

2.54 "WMC" means Waste Management of Colorado, Inc., a Colorado corporation; an Affiliate of WMRE under Waste Management, Inc.

2.55 "Work" means the performance of Contractor's obligations other than payment obligations pursuant to this Agreement, including without limitation, the design and construction of Contractor's RNG Facilities, operation and maintenance of Contractor's Facilities, and decommissioning of the ICE Plant.

ARTICLE III. TERM & TERMINATION

3.01 Term. This Agreement is effective upon the Effective Date and will remain effective until the twentieth anniversary of the Commercial Operation Date of Contractor's RNG Facilities (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Period") unless and until either Party provides written notice of its intent to terminate this Agreement no less than one hundred eighty (180) Days prior to the end of the Initial Term or each Renewal Period, as applicable.

3.02 City's Termination Rights. The City may terminate this Agreement for any of the following reasons:

(a) If the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business.

(b) The making of a false or misleading representation or warranty by Contractor set forth in Article XII.

(c) Contractor's failure to comply with material obligations under this Agreement, including Contractor's obligations set forth under paragraph 8.02 and Contractor's failure to use commercially reasonable efforts as required under paragraphs 4.02, 5.03, 6.01, 6.03 and 6.04, if for reasons other than a Force Majeure event (except as provided in paragraph 3.02 (d)) or delays caused in whole or in part by the City.

(d) Contractor's failure to perform its obligations under this Agreement due to a Force Majeure event for a period in excess of eighteen (18) months or if the nature of the Force Majeure event is catastrophic, for a period in excess of twenty-four (24) months.

(e) For reasons within the Contractor's control, Contractor's failure to obtain and comply with all necessary permits and authorizations required from governments or agencies for the Contractor's performance of its contractual obligations.

(f) Contractor's Bankruptcy or Insolvency.

(g) An interconnect agreement (or other agreement or arrangement to deliver or distribute RNG) is not fully executed by the Commercial Operation Date.

(h) An executed interconnect or other agreement or arrangement to deliver or distribute RNG is terminated and the Contractor fails to sign a replacement agreement within one hundred eighty (180) Days.

(i) In the event of a "curtailment" of RNG deliveries by Downstream Pipeline(s) due to Contractor's failure to meet Downstream Pipeline gas quality specifications for reasons other than a Force Majeure event and Contractor fails to remedy such failure within one hundred and eighty (180) consecutive Days from the first Day of curtailment; or in the event of a curtailment for any reason lasting ninety (90) or more consecutive Days if two such events occur over a two-year period or if three such events occur over a five-year period. The City's termination rights shall be delayed if Contractor, within thirty (30) Days of the first day of such curtailment, submits in writing to the City notification of the reason for such curtailment and an initial plan for Contractor to resolve the curtailment including milestones and compliance deadlines that will result in a remedy of the curtailment within one hundred and eighty (180) Days from the first day of such curtailment or in compliance with an approved plan for mitigation. If the plan is not agreed to or complied with in this timeframe, the City may terminate this Agreement unless Contractor elects to pay to the City a royalty payment based on the last month of recorded volumes of MMBTU and monthly fee described in paragraph 8.02 and continues to make such payment to the City until the curtailment ends, provided that the payment for the final month of curtailment shall be pro-rated for the number of days of curtailment in such month.

3.03 Contractor's Termination Rights. The Contractor may terminate this Agreement for any of the following reasons:

(a) The making of a false or misleading representation or warranty by the City set forth in Article XII.

(b) City's failure to comply with material obligations under this Agreement, including City's obligations set forth under paragraphs 4.01, 4.02, 5.06, 8.01, and 9.01 for reasons other than Force Majeure event (except as provided in paragraph 3.03(c)) or delays caused in whole or in part by the Contractor.

(c) City fails to perform its obligations under the contract due to a Force Majeure event for a period in excess of eighteen (18) months or if the nature of the Force Majeure event is catastrophic, for a period in excess of twenty-four (24) months.

(d) Contractor has not received all Approvals contemplated by paragraph 4.02 on or before June 30, 2026.

3.04 Termination Effective Date.

(a) Termination based on paragraph 3.02(a) is effective upon Contractor's receipt of the City's termination notice.

(b) Termination based on paragraph 3.02(f) is effective upon receipt of the City's notice and may be retroactive to date of occurrence if date of occurrence is set forth as the date in the termination notice.

(c) Termination based on paragraph 3.02(i) is effective upon the date set forth in Contractor's receipt of the City's termination notice, which date shall be no earlier than the later of (i) the end of the curtailment deadline(s) set forth in paragraph 3.02(i); (ii) the final compliance deadline provided in Contractor's written plan submitted to the City pursuant to paragraph 3.02(i); or (iii) if Contractor elects to pay the City a royalty payment pursuant to paragraph 3.02(i), following notice by Contractor that it will no longer provide such royalty payment, the last day of the month in which a royalty payment was made for such month. For the avoidance of doubt, the City shall not have any right to terminate this Agreement pursuant to paragraph 3.02(i) to the extent Contractor elects to pay the royalty payment set forth therein and continues to make such payment.

(d) Termination for any other reason provided in paragraphs 3.02 or 3.03 is effective upon the date set forth in the termination notice, which date shall be no less than thirty (30) Days after the date such notice is received by the non-terminating Party. The non-terminating Party shall have the right to cure the event giving rise to termination and, if so cured prior to the effective date of termination, the notice of termination shall be null and void and of no further force or effect.

ARTICLE IV. PERMITS & AUTHORIZATIONS

4.01 As further set forth in Article IV, the Parties shall apply for or cause to be applied for all permits and authorizations and the Contractor, with assistance from the City as needed, shall obtain or cause to be obtained (and to the extent within its power to do so the City shall grant) all easements and rights of way required, if any, to fulfill the obligations of this Agreement.

4.02 Contractor shall be responsible, at its sole cost and expense, for applying for (or causing to be applied for, as applicable) and shall use commercially reasonable efforts to obtain (or cause to be obtained, as applicable) all permits or other regulatory approvals or authorizations required for (i) the design, construction, modification, operation and maintenance, and decommissioning of the Contractor's Facilities, including any approval necessary for facilities or utilities located on or across the Superfund Site or otherwise subject to the Consent Agreement, ROD, or the City's Executive Order 97, as applicable; (ii) the decommissioning, shutting down, and disassembly of the ICE Plant; and (iii) the continued operation and maintenance of the ICE Plant prior to such date as the ICE Plant is decommissioned and shut down (together, "Approvals"); provided, however, that upon Contractor's request, the City shall reasonably assist and cooperate with Contractor's efforts

to apply for and obtain (or cause to be applied for and obtained) the Approvals, including by providing any information or documentation necessary for Contractor to apply for and obtain (or cause to be applied for and obtained) the Approvals. Contractor shall not be responsible under this Agreement for applying for or obtaining (or causing to be applied for or obtained, as applicable) any permits and authorizations from the U.S. EPA or CDPHE in relation to the Superfund Site with the exception of the Approvals related to facilities as provided within this paragraph. To the extent necessary to the other Party's performance of its obligations hereunder, each Party shall provide the other Party with a copy of all Approvals applicable to Contractor's Facilities, the Site, or Landfill Gas therefrom promptly upon receipt.

4.03 Contractor shall provide any information in Contractor's possession, custody, or control that is reasonably requested by WMC or the City as co-trustees or a designee in connection with the preparation of documents for submittal to U.S. EPA and CDPHE in order to meet requirements related to the Superfund Site.

4.04 Contractor (or its Affiliate) shall be responsible for any air pollution monitoring requirements under Contractor's permits and all related costs.

4.05 The City shall be responsible for taking all steps necessary to register the DADS Site with the U.S. EPA and taking certain other actions as the biogas producer in accordance with the Biogas Regulatory Reform Rule under the Renewable Fuel Standard (40 CFR Parts 80 and 1090) (the "Biogas Producer Requirements"). In connection with the foregoing, the City shall engage the same service provider or contractor that Contractor utilizes for its registration of the RNG Facilities as a renewable fuel producer under the Renewable Fuel Standard, and Contractor shall reimburse the City for reasonable out-of-pocket costs and expenses in so satisfying the Biogas Producer Requirements within forty-five (45) Days of receipt of an invoice from the City for such amounts with reasonable supporting information. Each Party shall, and shall cause its Affiliates, employees, contractors (including the service provider or contractor referenced above), and representatives to, reasonably cooperate to share information as needed in order to timely meet the Biogas Producer Requirements. Each Party represents and covenants to the other Party that any such information shared in connection with the immediately preceding sentence shall be true and correct in all material respects.

ARTICLE V. FACILITIES

5.01 Design of Contractor's RNG Facilities. At no expense to the City, promptly following execution of this Agreement, Contractor shall begin the design, engineering, and permitting processes for the Contractor's RNG Facilities, including any necessary utilities, to enable Contractor to accept delivery of Landfill Gas from the Landfill Facilities once segregated from the Superfund Site Facilities, and cause the same to be designed, engineered, and permitted. Contractor shall provide the City with copies of the design plans for Contractor's RNG Facilities that are submitted for approval to Arapahoe County, and the City shall further approve for consistency with this Agreement within ten (10) business days of receipt of the design plans from Contractor. Notwithstanding the foregoing, prior to Contractor having any obligation to undertake design, engineering, permitting, or construction of the Contractor's RNG Facilities, the Parties shall mutually agree on capacity of the Contractor's RNG Facilities based on a combination of Contractor's and third-party Landfill Gas estimates

from the DADS Site, to be provided by Contractor and based on field testing. The City retains the right to evaluate or validate field testing and estimate for determination of capacity. The initial processing capacity of Contractor's RNG Facilities is anticipated to be approximately 4,000 scfm of Landfill Gas, with space for expansion to process up to 6,000 scfm of Landfill Gas. The natural gas and electric utility interconnections will be sized for processing capacity of 6,000 scfm of Landfill Gas.

5.02 Construction of Contractor's RNG Facilities.

(a) After receipt of Approvals, at no cost to the City, Contractor shall commence construction of the Contractor's RNG Facilities as further set forth on Exhibit A and the milestones in paragraph 5.03.

(b) Contractor shall obtain and maintain, or require its construction contractors to obtain and maintain, in advance and subject to approval by the City Attorney's Office, one hundred percent (100%) payment and performance bonds from an acceptable surety. The City and Contractor shall be named as obligees on all bonds. Bonds provided by Contractor or Contractor's construction contractors must be conditioned: (1) that prompt payment shall be made for all amounts lawfully due to all contractors, subcontractors, and persons or entities furnishing labor or materials used in the prosecution of the work on any phase of the Contractor's RNG Facilities; and (2) as guarantee of the obligation to complete Contractor's RNG Facilities as provided in this Agreement. In addition, all design professionals, contractors and subcontractors shall be required to include an indemnification and "hold harmless" clause, approved by and for the benefit of the City and Contractor, to protect both Parties against claims, actions, and demands arising from or related to the work performed by the design professionals, contractors and subcontractors. The dollar amount of such bonds shall be modified, as needed, to reflect any change orders that modify the total value of the Project or part of the Project. To the extent that the City needs to confirm that one or more of Contractor's subcontractors, which may include architects, engineers, designers, and other enrolled professionals, have been paid, City may request that Contractor provide proof of payment to such subcontractors listed in the request within thirty (30) Days of the City's request, provided that Contractor shall not be required to provide proof of payment to the extent that Contractor is disputing such payment in good faith. Failure to comply with the requirements of this paragraph upon notice from the City which remains uncorrected for more than thirty (30) Days shall be legal grounds under this Agreement for work to be ordered to cease or to be restricted, as deemed appropriate by the Executive Director, Manager or the City Attorney's Office, until compliance is achieved and any unpaid claims are resolved to the reasonable satisfaction of the Executive Director Manager and the City Attorney's Office. The obligations set out in this paragraph 5.02(b) shall survive the expiration or termination of this Agreement.

5.03 Contractor's RNG Facilities Milestones.

(a) Subject to obtaining the Approvals required to achieve the milestones herein this paragraph 5.03(a), Contractor shall use commercially reasonable efforts to (i) begin construction of the Contractor's RNG Facilities by twelve (12) months following the execution of this Agreement; and (ii) achieve the Commercial Operation Date no later than eighteen (18) months following the beginning of construction of the Contractor's RNG Facilities, subject to any delay due to Force Majeure events, or delays caused in whole or in part by the City (including the City's failure to perform any obligation under this Agreement).

(b) Notwithstanding the foregoing, Contractor shall not be obligated to receive Landfill Gas at the Contractor's RNG Facilities, commence production of RNG under this Agreement, or otherwise commence the Commercial Operation Date until it receives written notification from the City in its capacity as trustee of the Lowry Superfund trust that the Landfill Facilities are disconnected from the Superfund Site Facilities such that Contractor will only receive Landfill Gas from the DADS Site at the Point of Delivery for the Contractor's RNG Facilities.

5.04 Operations. Contractor shall staff, control, operate and maintain (or cause to be staffed, controlled, operated and maintained) Contractor's Facilities in accordance with all applicable laws and as necessary to meet the terms of this Agreement.

5.05 Operation and Decommissioning of ICE Plant.

(a) After the Effective Date and until the Decommissioning Start Date, Contractor shall accept delivery of Landfill Gas from the Superfund Site Facilities and Landfill Facilities (or just from the Landfill Facilities if the LFG Collection Separation Date has occurred) for use in generating electricity at the ICE Plant and for other purposes consistent with its obligations under this Agreement, including but not limited to commissioning of the Contractor's RNG Facilities.

(b) Beginning on or about December 31, 2025, Contractor intends to begin decommissioning, shutting down, and disassembling the ICE Plant at Contractor's sole cost and expense. Contractor shall give notice to the City no less than thirty (30) Days prior to the Decommissioning Start Date. If Decommissioning Start Date occurs before the Commercial Operation Date of Contractor's RNG Facilities, between the Decommissioning Start Date and the Commercial Operation Date of the Contractor's RNG Facilities, Contractor intends and shall have the right to flare the Landfill Gas delivered from the DADS Site and from the Superfund Site pursuant to this Agreement, and the City consents to such flaring to the extent Contractor is using reasonable commercial efforts to meet construction dates in paragraph 5.03(a).

5.06 Contractor's Access to and Use of Site

(a) As the sole owner of the Site, the City acknowledges and agrees that Contractor, as owner and operator of Contractor's Facilities, and its contractors shall have a non-

exclusive right to access the Site to realize the benefits and perform the obligations of Contractor under this Agreement, including without limitation the right to install, operate, repair, relocate, remove and replace, from time to time, equipment, pipelines and lines, metering facilities, and communication facilities, as deemed necessary or desirable for the ownership and operation of the Contractor's Facilities and subject to the requirements of Section 4.02, provided that (i) except for any rights or obligations of Contractor to enter upon the Site after the expiration or termination of this Agreement, including in connection with the removal of the Contractor's Facilities if required under Article XIX, the access right of Contractor under this section shall immediately terminate upon the expiration or termination of this Agreement; (ii) Contractor shall only have the right to access such portions of the Site as are reasonably necessary to realize the benefits and perform the obligations of Contractor under this Agreement; (iii) the access right granted to Contractor is subject to all rights, restrictions, covenants, conditions, encumbrances, obligations, and other matters, whether recorded or not, which exist on the Effective Date of this Agreement, including WMC's rights under the Landfill Agreement subject to paragraph 5.06(b) and including all rights and obligations under the Consent Agreement, ROD, Executive Order 97, and environmental covenants, if applicable; and (iv) the City retains and at all times shall have the rights to access and use the Site and to grant or impose rights, restrictions, covenants, conditions, encumbrances, obligations, or other matters with respect to the access and/or use of the Site by third parties, provided such rights of the City shall not unreasonably interfere with Contractor's rights to access and use the Site under this Agreement; provided further that such rights of the City are conditioned upon the City and any third party's compliance with Contractor's safety protocols as provided to the City and any third party and/or as posted on the Site. For purposes of clarity, no easement or other real property interest is being conveyed to Contractor by the City under this Agreement in connection with Contractor's rights to access and use the Site, and Contractor has no right to grant, and is not authorized or permitted to grant, any leasehold, easement, access, or other rights in or to the Site except only in connection with an assignment or subcontract which is expressly approved by the City in accordance with paragraph 30.01 of this Agreement. Approval under Executive Order 97 shall be conditioned upon implementation of a materials management plan as approved by the City.

(b) Access to DADS Site. WMC acknowledges and consents to the access and use of the DADS Site by Contractor and its contractors and assigns in connection with the design, construction, and operation of Contractor's RNG Facilities. If any conflicts arise between Contractor and WMC involving the use of the DADS Site, Contractor and WMC agree to resolve the dispute according to terms that are acceptable to Contractor, WMC, and the City.

5.07 City's Access to Contractor's Facilities. The City reserves the right to reasonable access to Contractor's Facilities for any reason, including to read meters; perform inspections; and monitor construction, installation, operations, maintenance, and repairs of any components thereof, provided that such access shall occur during business hours with reasonable advance notice, and provided that the City will request its contractors to name the Contractor as an

additional insured with respect to any activity that might affect Contractor's Facilities. Contractor may require any person accessing Contractor's Facilities to comply with all safety protocols and be accompanied by an authorized representative of Contractor.

ARTICLE VI. TREATMENT OBLIGATIONS

6.01 Contractor shall treat all Landfill Gas collected from the Landfill Facilities and accepted by Contractor by processing into RNG or flaring. Subject to the design capacity of the applicable Contractor's Facilities, as may be determined pursuant to paragraph 5.01, Contractor shall use commercially reasonable efforts to accept delivery of and process all Landfill Gas captured from the Site (which Landfill Gas will, after the LFG Collection Separation Date, exclude any such gas from the Superfund Site) and delivered to the Contractor's Facilities; provided, Contractor shall not be obligated to accept delivery of Landfill Gas at the point of delivery and process Landfill Gas to the extent Contractor experiences any of the reasons provided in paragraph 6.02.

6.02 Contractor shall have the right to not accept Landfill Gas and to direct its Affiliate to divert Landfill Gas to the WMC 5,000 scfm flare, and Contractor shall have the right to divert Landfill Gas to the flare located within Contractor's RNG Facilities for the following reasons:

(a) For partial or complete shutdowns of Contractor's Facilities for scheduled maintenance or repairs or both.

(b) (i) Prior to the decommissioning date of the ICE Plant, if any purchaser of electric energy from the ICE Plant curtails or interrupts purchases or receipts of electricity from Contractor; or (ii) after the Commercial Operation Date, if any Downstream Pipeline curtails or interrupts receipt of RNG from Contractor under the applicable interconnect agreement.

(c) For partial or complete Emergency Shutdowns of Contractor's Facilities and for Force Majeure events.

(d) When flow of Landfill Gas exceeds the then-current capacity of Contractor's Facilities; provided that Contractor may not divert Landfill Gas to a flare under this paragraph 6.02(d) for a period of time exceeding one hundred eighty (180) Days if the Parties agree there is sufficient Landfill Gas available on a reliable basis to support an expansion of the Contractor's RNG Facilities and Contractor determines in its sole discretion that such expansion would be economical based upon documentation Contractor provides to the City; provided, the one-hundred-eighty (180) Day period shall be extended an additional one hundred eighty (180) Days to the extent that Contractor is using ongoing commercially reasonable efforts to complete the expansion of the Contractor's RNG Facilities.

6.03 Contractor shall use commercially reasonable efforts to minimize the period of time in which Landfill Gas is diverted to the flare under paragraph 6.02(a), 6.02(b), or 6.02(c).

6.04 Contractor shall use commercially reasonable efforts to support the efforts of WMC and the City in their the capacity as co-trustees of the Lowry Superfund trust (or their designee) to separate permanently the Landfill Facilities and the Superfund Site Facilities such that LFG from the Superfund Site will no longer flow to the Landfill Facilities, the ICE Plant, or the Contractor's RNG Facilities.

ARTICLE VII. UNIT OF VOLUME; METERING

7.01 Measurement.

(a) Measurement of Renewable Natural Gas. From and after the Commercial Operation Date, the quantity of Renewable Natural Gas produced utilizing Landfill Gas delivered by the City to Contractor each month will be measured in MMBTU as measured by the metering facility utilized by the Downstream Pipeline in the ordinary course of its business and in accordance with any interconnect agreement or other applicable agreement between the Contractor and Downstream Pipeline. Contractor shall request that any such interconnect or other applicable agreement provide Contractor with rights to provide the City a copy of such agreement and any pertinent information and data provided thereunder, including confidential information and data. Additional provisions for measuring RNG are provided in paragraph 7.02.

(b) Measurement of Landfill Gas delivered to the ICE Plant.

(1) Except for the determination of heating value, the unit of volume for measurement of Landfill Gas will be one (1) cubic foot of Landfill Gas at a base temperature of sixty (60) degrees Fahrenheit and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute. Flow measurements will be temperature and pressure corrected to these conditions. All fundamental constants will be in accordance with the standards prescribed in the American Gas Association Report No. 3, printed as National Standard ANSI-API 2530 ("Standard"), with subsequent amendments applicable to the extent agreed to by the Parties. All quantities set out herein, unless otherwise expressly stated, are in terms of MMBTU. The flow meter will be installed in accordance with the Standard.

(2) The cumulative flow measured each month will be converted to MMBTU by multiplying the flow times 1010 BTU per cubic foot from the Standard referenced in paragraph 7.01(b)(1) times the percent methane by volume in air measured with a CES-LandTec Gem 2000 instrument or equivalent. The percent methane will be determined by averaging the measurements recorded at the Contractor's Facilities on a daily frequency excluding weekends and holidays. At the City's request, but no more than twice per year, the Contractor will calculate the heating value of the Landfill Gas used in the ICE Plant in accordance with ASTM 1945. The Contractor will pay

the City for the greater of the measured MMBTU versus the MMBTU calculated, based on the heat rate of the engines.

7.02 Metering.

(a) Meters.

(1) Metering Devices. New and existing metering devices are located at the points indicated in Exhibit A ("Metering Devices").

(2) Downstream Pipeline Metering. For purposes of this Agreement, all RNG produced by Contractor and delivered to the Downstream Pipeline shall be as measured by the metering facilities of the Downstream Pipeline. Pursuant to paragraph 7.01(a), Contractor shall share with the City, to the extent permissible under the applicable contract with Downstream Pipeline, the interconnect agreement or other applicable agreement between the Contractor and the Downstream Pipeline and all measurement data necessary for the performance of the Parties' obligations under this Agreement.

(3) Back-up Metering Device. Contractor shall install, operate, and maintain, at its own expense, a back-up meter at the point of delivery of RNG to the Downstream Pipeline (a "Back-up Metering Device"). If the measurement facilities of the Downstream Pipeline fail or are found to be defective or inaccurate, measurement of RNG under this Agreement shall be based on the alternate measurement set forth in the applicable agreement between Contractor and the Downstream Pipeline. Contractor shall share with the City all measurement data necessary for the performance of the Parties' obligations under this Agreement.

(b) Operation and Maintenance of Metering Devices. At no expense to the City, Contractor shall operate and maintain the Back-up Metering Device and, until the LFG Collection Separation Date, the Metering Devices in accurate good working order. The Contractor shall make all readings, calibrations, and adjustments to the Back-up Metering Device and Metering Devices.

(c) Inspections and Tests. At no cost to the City, upon installation and at the manufacturer's recommended frequency thereafter, Contractor shall inspect and test all Metering Devices and Back-up Metering Device, including calibration tests or detailed flow measurements or both. Contractor shall perform additional meter inspections and tests as the City requests, however, the City will be responsible for paying for these additional inspections and tests unless the inspections and tests show that the Metering Devices and Back-up Metering Device were not accurate. The City has the right to witness and verify all inspections and meter tests. Contractor shall give the City reasonable advance notice of all meter tests. The Contractor shall provide the City with copies of any inspection or testing reports,

and data as the City requests, including any available inspection or testing reports and data from the Downstream Pipeline's RNG meter.

(d) Meter Out of Service. If the Back-up Metering Devices or, prior to the LFG Collection Separation Date the Metering Devices, fail or are found to be defective or inaccurate, Contractor shall adjust, repair, replace, or recalibrate them as near as practicable to a condition of zero error.

(e) Adjustments for Inaccurate Devices. If, for any reason, all metering devices fail or are found to be defective or inaccurate, Contractor and the City shall estimate the amount of Landfill Gas and/or RNG, as applicable, delivered during any period when the metering devices that were used to measure flow to calculate payment failed or were found to be defective or inaccurate based on deliveries during earlier periods under similar conditions when these devices were registering properly; provided, however, that with respect to RNG deliveries, such estimate shall match the quantity of RNG deemed delivered to the Downstream Pipeline under Contractor's applicable agreement with the Downstream Pipeline.

(f) If the Parties cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted will be the shorter of: (i) the last one-half of the period from the last previous test of the failed, defective, or inaccurate metering device that found these metering devices to be defective or inaccurate; or (ii) the ninety (90) Days immediately preceding the test that found the metering device to be defective or inaccurate.

ARTICLE VIII. SALE AND PURCHASE OF LANDFILL GAS; PAYMENT

8.01 Sale and Purchase of Landfill Gas prior to the Decommissioning Start Date. Subject to the terms and conditions set forth in this Agreement, until the Decommissioning Start Date, the City shall sell and at the Point of Delivery transfer title to Landfill Gas captured from the DADS Site (and the Superfund Site until the LFG Collection System Separation Date) exclusively to Contractor per paragraph 8.01(b).

(a) The Contractor shall pay the City for Landfill Gas received by Contractor and converted to electricity on an MMBTU basis as further set forth in this paragraph 8.01. Contractor's obligation to make payments to the City under paragraph 8.01(b) below commences as of the Effective Date and continues until the Decommissioning Start Date, or until the earlier termination of this Agreement.

(b) Payment Rate. Contractor shall pay the City $0.50 per MMBTU. For purposes of calculating payments, the conversion formula set forth in paragraph 7.01(b)(2) shall be used by the Contractor.

8.02 Sale and Purchase of Landfill Gas after the Commercial Operation Date. After the Commercial Operation Date, the City shall deliver, or cause to be delivered, for sale to Contractor pursuant to this paragraph 8.02 all Landfill Gas captured from the DADS Site to the Point of Delivery; provided that if Contractor elects not to expand Contractor's Facilities

pursuant to paragraph 6.02(d), the City shall have the right to deliver the excess Landfill Gas for sale to a third party; provided further, if the City does not have a contract to sell such excess Landfill Gas and Contractor expands Contractor's RNG Facilities, then the City shall use commercially reasonable efforts to deliver Landfill Gas up to the capacity of Contractor's RNG Facilities for sale to Contractor pursuant to this Agreement. After the LFG Collection Separation Date, Landfill Gas will not be delivered to Contractor under this Agreement from any portion of the Site other than the DADS Site.

After the Commercial Operation Date, the Contractor shall pay the City for RNG on an MMBTU basis as further set forth in this paragraph 8.02. Following the Commercial Operation Date and during the Purchase Term, the City shall sell and transfer title of Landfill Gas that is captured from the DADS Site and delivered to the Point of Delivery at Contractor's RNG Facilities, (except for excess Landfill Gas not processed through Contractor's RNG Facilities pursuant to this paragraph 8.02 or that is diverted to flare pursuant to paragraph 6.02) and the Contractor shall pay to the City the monthly variable fee set forth herein.

(a) Contractor's obligation to make payments to the City under paragraph 8.02(b) below commences as of the Commercial Operation Date and continues throughout the Term of this Agreement or until its earlier termination ("Purchase Term").

(b) Contractor shall pay to the City a monthly fee calculated as follows (the "Monthly Fee"):

(1) Monthly Fee = AP x $RNG_{produced}$ x (AVG_{RIN} x 11.6935 + NGP_{AVG})

(2) For purposes of this calculation:

(i) AP = Annual Percentage which will be:

(1) For years 1 through 5 of the Term: 0.10;

(2) For years 6 through 10 of the Term: 0.16;

(3) For years 11 through 20 of the Term: 0.22

(ii) $RNG_{produced}$ = the amount of MMBTU of RNG produced by Contractor's RNG Facilities in the month as measured in accordance with Article VII of this Agreement and reported for manufacturers specified instrument accuracy;

(iii) AVG_{RIN} = the monthly average D3 RIN price ($/RIN) as published by OPIS for the month, to be rounded to the nearest one tenth of one cent ($.00l);

(iv) NGP_{AVG} = the monthly average index price ($/MMBTU) for the month at CIG Rocky Mountains as published by Platts Gas Daily to be rounded to the nearest one tenth of one cent ($.00l).

(3) An illustrative example is as follows:

As an illustrative example of the Monthly Fee calculation, where it is the 7th year of the Term and the percentage "AP" is 16 percent (16/100), the quantity of MMBTU produced "$RNG_{produced}$" is 77,152 MMBTU, the published D3 RIN price "AVG_{RIN}" is $2.5/RIN, and the published CIG Rocky Mountains gas price "NGP_{AVG}" is $3.00/MMBTU:

$\underline{\text{Monthly Fee}} = AP \times RNG_{produced} \times (AVG_{RIN} \times 11.6935 + NGP_{AVG})$

$\underline{\text{Monthly Fee}} = (16/100)*(77,152)*(2.5*11.6935 + 3) = \$397,904$

(c) To the extent that either index referenced in paragraph 8.02(b) is unavailable or no longer reflective of market conditions, Parties will designate a replacement index or calculation. For example, if the D3 RIN market is usurped by a volunteer market as is referred to as of the Effective Date for supplying Environmental Benefits to utilities and corporations, an index of such market which did not exist as of the Effective Date or some other regulatory index for the similar purpose as the volunteer market will be considered.

8.03 The volume of Landfill Gas diverted to the flare will be the total of the flow measured by the existing flow meter located between the blowers and the flare.

8.04 Rounding. The total amount payable will be rounded to the nearest one cent ($.01).

8.05 Billing and Payment.

(a) Payment Due Date and Statements.

(1) Prior to the Commercial Operation Date, Contractor's payments are due on or before the forty-fifth (45th) Day following the last day of the month. With each payment, Contractor shall provide a statement to the City setting forth the quantity of Landfill Gas on an MMBTU basis delivered to Contractor during the preceding month as measured pursuant to Article VII, the amount due the City for the Landfill Gas so delivered as calculated pursuant to Article VIII, and any additional information the City requires.

(2) Commencing on and after the Commercial Operation Date, Contractor's payments are due on or before the forty-fifth (45th) Day following the last day of the month. With each payment, Contractor shall provide a statement to the City setting forth (i) the daily quantity of RNG on an MMBTU basis delivered into the Downstream Pipeline and (ii) support for the applicable index price. Annually, Contractor will request the meter calibration reports from the Downstream Pipeline.

(b) Late Charge. Any undisputed payments due to the City under this Agreement and not received by the City on the date when due shall, beginning ten (10) Days following written notice by the City of such delinquency, be subject to a service charge on the amount due at a rate of one percent (1%) per month.

(c) Miscellaneous. The City is not required to invoice Contractor, and the Contractor may not offset payments under this Agreement.

8.06 The Contractor has the right to and shall retain all tax credits, Environmental Benefits, and similar incentives associated with Contractor's ownership and/or operation of Contractor's Facilities; the right to any benefits, credits or offsets that Contractor is required to transfer to a purchaser or other offtaker of the output of the Contractor's Facilities; and all benefits, credits and offsets resulting from the extraction of Landfill Gas from the DADS Site that is destroyed by Contractor's Facilities, including without limitation all benefits (including Environmental Benefits), credits and offsets associated with greenhouse gases or climate change.

ARTICLE IX. TITLE & RISK OF LOSS

Notwithstanding the circumstances allowing Contractor or its Affiliate to flare Landfill Gas, the City has and retains title to the Landfill Gas before delivery of the Landfill Gas at the Point of Delivery. Contractor is deemed to be in control of all the Landfill Gas from the Point of Delivery, and title and risk of loss of Landfill Gas transfer to Contractor at the Point of Delivery.

ARTICLE X. FORCE MAJEURE

10.01 Definition of Force Majeure.

(a) The term "Force Majeure" means any cause or causes not reasonably within the control of the Party claiming Force Majeure that directly precludes such Party's performance under this Agreement and that, by the exercise of reasonable diligence, the Party claiming Force Majeure is unable to prevent or overcome; such causes including but not limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, hurricanes, floods, high-water washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, partial or entire failure of wells or supply of Landfill Gas, enactment of statutes, laws or regulations, acts of governmental bodies, and other cause or causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming Force Majeure that directly precludes such Party's performance under the Agreement. The term likewise includes (a) in those instances where either Party hereto is required to obtain permits or licenses from any governmental body to enable the Party to perform hereunder, the inability of the claimant Party to acquire or maintain, or the delays on the part of claimant Party in acquiring at reasonable cost and after the exercise of best efforts, permits or licenses, and (b) in those instances where the Contractor is required to furnish materials and supplies for the purposes of constructing or maintaining facilities, the inability of the Contractor to acquire, or the delays on the part of either of these entities in acquiring, at reasonable costs and after the exercise of best efforts, these materials and supplies.

(b) The term Force Majeure does not include (i) mechanical or equipment breakdown or other mishap or events or conditions, in each case attributable to normal wear and tear; (ii) increases in the costs associated with the construction or operation of Contractor's Facilities; or (iii) changes in market conditions affecting the Contractor's costs or profitability or affecting demand or price of Contractor's products.

10.02 Applicability of Force Majeure.

(a) Suspension of Obligations. If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, it shall provide written notice, including full disclosure of particulars of the Force Majeure event to the other Party as soon as possible after the occurrence of the Force Majeure event relied on. The performance obligations of the Party claiming Force Majeure will be suspended only to the extent such Party's performance obligations pursuant to the Agreement are directly precluded by the Force Majeure event and during the continuance of any inability caused by the Force Majeure event. The Party claiming Force Majeure shall remedy the cause at the earliest possible time and to the fullest extent possible.

(b) Strikes and Lockouts Precluding Performance of this Agreement. The settlement of strikes or lockouts is entirely within the discretion of the Party having the difficulty, and, the foregoing requirement that any Force Majeure be remedied at the earliest possible time and to the fullest extent possible will not require the settlement of strikes or lockouts by acceding to unreasonable demands of the opposing party when doing so would be inadvisable in the discretion of the Party having the difficulty.

ARTICLE XI. [INTENTIONALLY OMITTED]

ARTICLE XII. WARRANTIES

12.01 Contractor's Representations and Warranties. Contractor makes the representations and warranties in paragraphs (a) – (g) as of the date first stated above and in addition to, and not in lieu of, any other liability imposed upon Contractor's obligations and performance under this Agreement.

(a) Contractor is a limited liability company duly organized and validly existing under the laws of the State of Delaware with full legal right, power and authority to enter into and to fully and timely perform its obligations under this Agreement.

(b) Contractor has duly authorized, executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation, enforceable against Contractor in accordance with its terms.

(c) Neither the execution nor delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to it, or

materially conflicts with, violates or results in a breach of any term or condition of any order, judgment or decree or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, order, consent, declaration, registration or filing with any federal, state or local governmental authority is required for the valid execution and delivery of this Agreement by Contractor, except such as have been disclosed to the City and have been duly obtained or made.

(e) Other than as previously disclosed by Contractor to the City in writing, Contractor does not have knowledge of any action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending against Contractor, in which an unfavorable decision, ruling or finding would materially adversely affect the performance by Contractor of its obligations hereunder, or that, in any way, would materially adversely affect the validity or enforceability of this Agreement.

(f) Contractor is financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all of Contractor's obligations hereunder.

(g) Contractor is able to furnish the Work required to complete the Work and perform its obligations hereunder.

12.02 City's Representations and Warranties. The City makes the representations and warranties in paragraphs (a) – (f) as of the date first stated above and in addition to, and not in lieu of, any other liability imposed upon the City's obligations and performance under this Agreement.

(a) The City is a municipal corporation created by Article XX of the Constitution of the State of Colorado with full, legal right, power, and authority to enter into and to fully and timely perform its obligations under this Agreement.

(b) The City has duly authorized, executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation, enforceable against the City in accordance with its terms.

(c) Neither the execution nor delivery by the City of this Agreement, nor the performance by the City of its obligations conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to it, or materially conflicts with, violates or results in a breach of any term or condition of any order, judgment or decree or any agreement or instrument to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default thereunder.

(d) No approval, authorization, order, consent, declaration, registration or filing with any federal, state or local governmental authority is required for the valid execution

and delivery of this Agreement by the City, except such as have been disclosed to the Contractor and have been duly obtained or made.

(e) Other than as previously disclosed by the City to the Contractor in writing, the City has no knowledge of any action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending against the City, in which an unfavorable decision, ruling or finding would materially adversely affect the performance by the City of its obligations hereunder, or that, in any way, would materially adversely affect the validity or enforceability of this Agreement.

(f) The City is financially solvent and subject to the terms of the Agreement, able to pay all debts as they mature, and possessed of sufficient working capital to perform its obligations pursuant to this Agreement.

ARTICLE XIII. DISCLAIMER OF WARRANTIES

Notwithstanding any other provision of the Agreement, the Landfill Gas is sold on an "as is, where is" basis, and the City disclaims all other warranties, expressed or implied, including warranties of conditions of merchantability or fitness for a particular purpose. Contractor is purchasing the Landfill Gas with full assumption of the risks associated with this disclaimer and the purchase price was negotiated to reflect this assumption of risk. The City is not responsible for any loss, costs, claims (including those by third parties) or damages (including direct, indirect, incidental and consequential) arising out of or in any way relating to quality or characteristics of the Landfill Gas except to the extent arising from the negligence of the City.

ARTICLE XIV. COORDINATION & LIAISON

Except as provided below, the Contractor shall fully coordinate all Work under this Agreement through the City's Executive Director of Public Health and Environment (the "Manager"), or his or her designee.

ARTICLE XV. DEFENSE AND INDEMNIFICATION

15.01 To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City. The foregoing defense and indemnification obligation shall include Claims arising out of the release or threatened release of Hazardous Materials in, on or under the Site by Contractor or Contractor's agents, representatives, subcontractors, or invitees, the exacerbation of Hazardous Materials existing on the Site prior to the effective date of the 2007 LFG Agreement, or, without limitation to the foregoing, failure to comply with Environmental Laws.

15.02 Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

15.03 Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

15.04 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

15.05 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

ARTICLE XVI. INSURANCE

16.01 General Conditions. Contractor shall secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the Term of this Agreement, including any extension thereof, during any warranty period and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A" VIII or better. Each policy shall require notification to the City in the event of any of the required policies being canceled before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Said notice shall be sent thirty (30) Days prior to such cancellation. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation to the parties identified in the Notices section within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

16.02 Proof of Insurance. Contractor may not commence services or Work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit D, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of

insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including endorsements.

16.03 Additional Insureds. For Commercial General Liability, Business Auto Liability, Excess Liability, Environmental Legal Liability, and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured and any other person or entity upon written request by the City via blanket form endorsement.

16.04 Waiver of Subrogation. For all coverages, Contractor's insurer shall waive subrogation rights against the City.

16.05 Subcontractors and Subconsultants. Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

16.06 Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain the coverage as required by statute for each Work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into the Agreement, that none of Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation insurance shall effect such rejection during any part of the Term of the Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes the Agreement.

16.07 Commercial General Liability. Contractor shall maintain a Commercial General Liability insurance policy with limits of $10,000,000 for each bodily injury and property damage occurrence, $10,000,000 products and completed operations aggregate, and $10,000,000 policy aggregate.

16.08 Business Automobile Liability. Contractor shall maintain Business Automobile Liability, with limits of $10,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under Contractor's pollution liability policy is an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

16.09 Excess/Umbrella Liability. Contractor shall maintain limits of $10,000,000. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

16.10 Environmental Legal Liability. Contractor shall maintain minimum limits of $10,000,000 per occurrence and $10,000,000 policy aggregate. Policy to include coverage for bodily injury, property damage, emergency response, clean-up costs, defense costs including costs and expenses incurred during an investigation.

16.11 Contractors Pollution Liability. Contractor shall maintain limits of $10,000,000 per occurrence and $10,000,000 policy aggregate. Policy to include coverage for bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and cleanup costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

16.12 Additional Provisions.

(a) For all commercial general liability, excess/umbrella liability, and pollution liability, the policies must provide the following:

(i) Defense costs in addition to the policy limits, except pollution liability;

(ii) Contractual liability covering the liability assumed in an insured contract;

(iii) A severability of interests provision;

(iv) A provision that coverage is primary, but only to the extent of the liabilities assumed under this Agreement; provided however, the preceding limitation neither limits Contractor's liability nor the coverage extended to the City as an additional insured to the payment obligations arising out of the Agreement; and

(v) A provision that coverage is non-contributory with other coverage or self-insurance provided by the City, but only to the extent of the liabilities assumed under this Agreement; provided however, the preceding limitation neither limits Contractor's liability nor the coverage extended to the City as an additional insured to the payment obligations arising out of the Agreement.

(b) For all commercial general liability, excess/umbrella liability, and pollution liability, if the policy is a claims-made policy, then the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) For all commercial general liability and excess/umbrella liability, the policies must not contain an exclusion for subsidence or earth movement; an exclusion for residential, or habitational construction, reconstruction, remodeling, repair or similar activity; an exclusion for the hazard of explosion; an exclusion for the hazard of collapse; or an exclusion for the hazard of underground work.

(d) For all commercial general liability, excess/umbrella liability, and pollution liability, the policies must not contain any exclusion or limitation of liability related to losses caused in part or whole by subcontractors, independent contractors, suppliers, and other entities directly or indirectly performing Work under this Agreement on behalf of the Contractor.

ARTICLE XVII. GUARANTY REQUIREMENT

Within thirty (30) Days following the date Contractor executes this Agreement (or such other date that a previously existing guaranty is no longer in effect or no longer from a Parent Company of Contractor), the Contractor shall provide the City with the guaranty of the Parent Company of Contractor or an alternate or replacement creditworthy guarantor, as reasonably determined by the City, in either case in substantially the same form attached hereto (but not incorporated) as Exhibit E.

ARTICLE XVIII. STATUS OF CONTRACTOR

The Contractor is an independent contractor retained to perform services and it is not intended, nor shall it be construed, that any of the Contractor's employees or officers are employees or officers of the City under Chapter 18 of the D.R.M.C., or for any purpose whatsoever.

ARTICLE XIX. REMOVAL OR TRANSFER OF CONTRACTOR'S FACILITIES UPON EXPIRATION OR TERMINATION

If this Agreement expires or is otherwise terminated for any reason, at the City's discretion it may (i) require Contractor to remove Contractor's Facilities within one year after the date of such expiration or termination and restore to the condition existing prior to their operations and in compliance with all applicable City standards, environmental laws and other laws that are then in effect; or (ii) negotiate in good faith transfer of title of Contractor's Facilities to the City or to the City's designee upon terms and conditions that are acceptable to the Contractor and the City, and if a mutually acceptable agreement for transfer of the facilities is not reached within one hundred and eighty (180) Days after expiration or termination, then the provisions of clause (i) will apply. If Contractor is required to remove Contractor's Facilities and fails to timely do so, the City may cause them to be removed and charge Contractor for all fees, costs, and expenses associated with such removal, which amounts shall be payable by Contractor upon demand by the City.

ARTICLE XX. REMEDIES

Nothing in this Agreement limits the Parties' remedies and the Parties reserve all rights at law and in equity to enforce the terms of this Agreement, PROVIDED HOWEVER, THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES. The preceding limitation on damages does not apply to Contractor's obligations arising out of Article XV with respect to Contractor's obligations to indemnify and defend the City, its officers, agents and employees against claims for consequential, indirect or special damages made by third parties that are not affiliated with the City.

ARTICLE XX. WHEN RIGHTS & REMEDIES NOT WAIVED

In no event will any payment or other action by a Party constitute or be construed to be a waiver by that Party of any breach of covenant or default that may then exist on the part of the other Party. No payment, other action, or inaction by a Party when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

ARTICLE XXI. EXAMINATION OF RECORDS AND AUDITS

21.01 Records and Maintenance. Contractor shall maintain accurate books, records, and accounts of all revenues for payments made to it in relation to the payments to the City, and for other business transactions relating to this Agreement in conformance with generally accepted accounting principles in connection with business conducted by it hereunder and shall retain books and records for a period of at least three (3) years following the end of the year to which they pertain, or as Contractor otherwise may be required to maintain pursuant to relevant and applicable regulations. Contractor shall have its authorized representative certify the books, records, and accounts to be correct. Contractor shall maintain the books and records and make them available to City within the Denver Metropolitan Area within thirty (30) Days of receipt of a written request.

21.02 City's Right to Audit. Representatives of the City, including the City's Auditor, have the right to examine, audit, copy, and retain copies of any pertinent books, records, and accounts required to be kept under this Agreement including, documents, records, files of Contractor relating to revenues, payments, meter readings, calibrations, and adjustments at any time; provided that this right shall not extend to privileged information and data; and provided further that the City may exercise this right no more than one (1) time within a twelve (12)-month period. Within thirty (30) Days of the receipt of a written request for books, records, or accounts, Contractor shall make the books, records, and accounts as they relate to this Agreement available for inspection by representatives of City and any of its agents including the City's Auditor. To the extent that Contractor provides the City with any proprietary or confidential information or data, the City shall protect such information in accordance with Article XXII.

21.03 Acceptance of Statement or Payment. The City's acceptance of any statement by Contractor or of any payment does not waive any right of City to claim any additional payment after a review and inspection of Contractor's books and records.

21.04 Audit Results. If the Parties mutually determine after an audit for any year that the payments and business transacted shown by Contractor's statement for any given year were understated, Contractor shall pay the amount of the deficiency plus interest at the past due interest rate of two percent (2%) per month compounded daily computed from the due date until the date paid. If the Parties mutually determine after an audit for any year that the payments and business transacted shown by Contractor's statement for any given year were overstated, Contractor shall include on the next invoice a reduction in the amount owed to the

City in an amount equal to the overstated amount to return such overstated amount to Contractor.

ARTICLE XXII. PROPRIETARY OR CONFIDENTIAL MATERIAL; OPEN RECORDS ACT

22.01 City Information. Contractor acknowledges and accepts that, in performance of all Work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

22.02 All the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. If the City receives a request for disclosure of material provided or produced under the Agreement, the City will advise the Contractor of the request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel disclosure, the City will tender all responsive materials in its possession to the court for judicial determination of the issue of disclosure. The Contractor may intervene in any lawsuit to protect and assert claims of privilege and against disclosure of proprietary or confidential information. Contractor's failure to intervene and assert claims of privilege and against disclosure in relation to its proprietary or confidential information constitutes waiver of claims of privilege and any rights in relation to disclosure. The Contractor hereby releases and shall defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of or in any way relating to requests for disclosure of material provided or produced under this Agreement. The foregoing release is not effective unless the City advises the Contractor of the request for material provided or produced under this Agreement as required pursuant to this Article XXII. In relation to this Article, Contractor shall promptly reimburse the City for all reasonable attorney fees, costs and damages that the City incurs directly or is ordered to pay by any court.

22.03 Notwithstanding any other term of this Agreement, the Contractor is solely responsible for marking each page of all materials it believes contains proprietary or confidential information that it provides or causes to be provided to the City, including its officers, agents and employees, under this Agreement.

ARTICLE XXIII. CONFLICT OF INTEREST

23.01 No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, *et seq*. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

23.02 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or Work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists after it has given the Contractor written notice, describing the conflict. The Contractor will have thirty (30) Days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

ARTICLE XXIV. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of obligations under this Agreement, the Contractor shall not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

ARTICLE XXV. GOVERNING LAW; VENUE

The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and executive orders of the City and County of Denver, which are hereby expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

ARTICLE XXVI. COMPLIANCE WITH ALL LAWS

26.01 Contractor shall perform or cause to be performed all obligations in this Agreement in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and executive orders of the City and County of Denver.

26.02 Without limiting the foregoing, Contractor shall comply with all applicable Environmental Laws and local, state, and federal laws and regulations regarding worker protection and public safety, at all times, including, without limitation:

(a) Solid and hazardous waste management per the Resource Conservation and Recovery Act as administered by state authorities.

(b) Workplace safety per the Occupational Safety and Health Act.

(c) Transportation safety per title 49 of the Code of Federal Regulations.

(d) Radioactive materials management per title 10 of the Code of Federal Regulations, the applicable statutes, regulations, and guidelines promulgated by the Colorado Department of Public Health and Environment.

(e) Wastewater discharge (including stormwater discharges) per the Clean Water Act as administered by state authorities and applicable regulations and guidelines promulgated by the Colorado Department of Public Health and Environment.

(f) Metro Water Recovery District Rules and Regulations Governing the Operation, Use, and Services of the System.

(g) Relevant fire codes.

(h) Relevant building and electrical codes.

(i) Clean Air Act and the applicable statutes, regulations, and guidelines promulgated by the Colorado Department of Public Health and Environment.

ARTICLE XXVII. TAXES, CHARGES, PENALTIES; & LIENS

27.01 Taxes, Charges and Penalties. The City is not liable for the payment of taxes, late charges or penalties of any nature. Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

27.02 Liens. Contractor shall not cause any liens to be filed against the Site or any City or Trust-owned property located on, under, or within the Site. The foregoing provision does not waive the provisions of § 38-26-107 C.R.S. prohibiting liens against public property.

ARTICLE XXVIII. ADVERTISING & PUBLIC DISCLOSURE

The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

ARTICLE XXIX. NO AUTHORITY TO BIND CITY TO CONTRACTS

Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

ARTICLE XXX. ASSIGNMENT & SUBCONTRACTING

The Contractor shall not assign (whether directly or as a result of a sale or other transfer of all or any portion of Contractor's assets or the ownership interests of Contractor) any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director of DDPHE's prior written consent. Any assignment or subcontracting without this consent will be ineffective and void. The Executive Director of DDPHE has sole and absolute discretion whether to consent to any assignment or subcontracting; provided that, consent shall not be unreasonably withheld if Contractor provides thirty (30) Days' advance written notice of its intent to assign this Agreement or its interest hereunder to any Affiliate, with the notice to include documentation establishing substantially similar net worth or financial capacity to perform under this Agreement. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subcontractor, subconsultant, or assign.

ARTICLE XXXI. INUREMENT

The rights and obligations of the Parties to this Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.

ARTICLE XXXII. DISPUTES

32.01 Any dispute between the Parties to this Agreement with respect to this Agreement, including any dispute concerning the amount of Landfill Gas delivered or any payment due hereunder, shall be subject to the following procedure. Either Party may identify the subject of a dispute in a written notice to the other Party that provides full details of the disputed matter. In such event, the operating personnel of each Party who are responsible for operations in connection with this Agreement shall commence good faith negotiations within ten (10) Days after delivery of the notice, with the goal of resolving the dispute. If the operating personnel fail to resolve the dispute within thirty (30) Days after they commence negotiations, then the dispute shall be submitted to a representative of the senior management of each Party for resolution. If the senior management representatives of the Parties fail to resolve the dispute within sixty (60) Days after they begin negotiations, then both Parties shall proceed in accordance with paragraph 32.02 herein.

32.02 All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106 (b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director of DDPHE as defined in the Agreement.

ARTICLE XXXIII. NOTICES

All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, at the addresses set forth below. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

If to the City:
Attn: Executive Director of
City and County of Denver
Department of Public Health and Environment
201 West Colfax Avenue, 8th Floor
Denver, CO 80202

If to the Contractor:
[Director of Operations, Renewable Energy
WM Renewable Energy, L.L.C.
800 Capitol, Suite 3000
Houston, TX 77002]

With a courtesy copy to:

[District Manager
Waste Management
PO Box 460397
Aurora, CO 80046-0397]

With copies of termination and violation notices to:

If to the City:
Denver City Attorney's Office
City and County of Denver
1437 Bannock Street, Room 353
Denver, CO 80202

If to the Contractor:
[Engineering Manager
Waste Management of Colorado, Inc.
5500 South Quebec St., Suite 250
Greenwood Village, CO 80111]

ARTICLE XXXIV. SURVIVAL OF CERTAIN TERMS

The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Contractor's obligations to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

ARTICLE XXXV. SUPPLEMENTARY DOCUMENTS

The documents below are attached to and incorporated as indicated into this Agreement. The terms of this Agreement control over any conflicting or inconsistent terms found in the following referenced exhibits.

Exhibit A, Contractor's RNG Facilities (incorporated)

Exhibit B, Site Map, including DADS Site and Superfund Site (incorporated)
Exhibit C, Landfill Facilities (incorporated)
Exhibit D, Certificates of Insurance (incorporated)
Exhibit E, Form of Guaranty(incorporated)

ARTICLE XXXVI. COMPLETE AGREEMENT; AMENDMENTS; & RELATION TO EXISTING AGREEMENTS

36.01 Agreement as Complete Integration-Amendments. The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent addition, deletion, or other modification will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

36.02 Limitation on Application of Agreement. The provisions of this Agreement are intended to govern the Sale and Purchase of Landfill Gas and related obligations as established within this Agreement and shall not be construed to prohibit, limit, waiver, or modify other agreements between the Parties currently existing or entered in the future including, without limitation, the Landfill Agreement.

ARTICLE XXXVII. NO THIRD PARTY BENEFICIARY

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

ARTICLE XXXVIII. NO CONSTRUCTION AGAINST DRAFTING PARTY

The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

ARTICLE XXXIX. GENERAL CONSTRUCTION

39.01 Rules of Construction. The capitalized terms listed in Article II have the meaning set forth therein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement that are not listed in Article II have the meanings as commonly used in the English language. Words not otherwise defined in this Agreement that have well known and generally accepted technical or trade meanings are used in accordance with these recognized meanings.

39.02 The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”

39.03 The word "taxes" means taxes, fees, surcharges, and similar charges.

39.04 The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

39.05 Unless otherwise specified, any general or specific reference to statutes, laws, rules, regulations, permits, charter or code provisions, or ordinances means statutes, rules, regulations, permits, charter or code provisions, or ordinances as amended or supplemented from time to time and any corresponding provisions of successor statutes, rules, regulations, permits, charter or code provisions, or ordinances.

ARTICLE XL. SEVERABILITY

Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions shall not be affected if the intent of the Parties can be fulfilled.

ARTICLE XLI. CITY EXECUTION OF AGREEMENT

This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

ARTICLE XLII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original of this Agreement, and all of which, shall be taken together, shall constitute the same document.

ARTICLE XLIII. NOT A JOINT VENTURE

This Agreement does not give rise to a joint venture between the City and any of the entities identified herein for the collection, delivery, or sale of Landfill Gas or its conversion to Renewable Natural Gas or sale or other transfer thereof.

ARTICLE XLIV. APPROPRIATIONS

Notwithstanding any other term of this Agreement, all obligations of the City under and pursuant to this Agreement, if any, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal-year direct or indirect debt or financial obligation of the City.

ARTICLE XLV. ELECTRONIC SIGNATURE AND ELECTRONIC RECORDS

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner

specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: ESEQD-202475932-01 / RC6A006-01
Contractor Name: WM RENEWABLE ENERGY, L.L.C.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: ESEQD-202475932-01 / RC6A006-01
Contractor Name: WM RENEWABLE ENERGY, L.L.C.

By: DocuSigned by: Randall Beck
C41AE98DA6E24A7...

Name: Randall Beck
(please print)

Title: Vice President
(please print)

WASTE MANAGEMENT OF COLORADO, INC.
(solely for the purposes of Section 5.06(b))

By: DocuSigned by: David Brannon
A7EC243E8E80426...

Name: David Brannon
(please print)

Title: Area Vice President
(please print)

NOTES:

1. EXISTING TOPOGRAPHY AND SITE FEATURES WERE PROVIDED TO SANBORN HEAD IN AN ELECTRONIC FILE TITLED, "CO06T24_1-28-24.DWG" COMPILED USING STEREOPHOTOGRAMMETRIC METHODS BY MILLER CREEK ASSOCIATES OF SEATAC, WA FOR WASTE MANAGEMENT OF COLORADO, INC. (WMC) USING AERIAL PHOTOGRAPHY DATED JANUARY 28, 2024 AT AN ORIGINAL SCALE OF 1" = 100' AND CONTOUR INTERVAL OF 2 FEET. HORIZONTAL DATUM IS BASED ON NAD83 COLORADO CENTRAL STATE PLANE (MODIFIED). VERTICAL CONTROL IS BASED ON THE EXISTING ESTABLISHED LOCAL DATUM.
2. THE GRADING SHOWN ON THIS DRAWING IS CONCEPTUAL. NO CALCULATIONS WERE PREPARED TO DETERMINE THE SIZE OF THE STORMWATER BASIN.
3. FLOODPLAIN INFORMATION WAS OBTAINED THROUGH THE CITY OF AURORA, COLORADO NATIONAL FLOOD HAZARD LAYER FLOOD MAP.
4. WETLAND INFORMATION WAS OBTAINED THROUGH THE NATIONAL WETLANDS INVENTORY.

SECTION 31

SECTION 32

SEE SHEET 2 FOR GRADING PLAN

S GUN CLUB ROAD (HIGHWAY 30)

E HAMPDEN AVE.

CONNECTION TO XCEL NATURAL GAS PIPELINE

SALES GAS PIPELINE

EXISTING RECYCLING AREA

WMRE PROCESS FLARE

WMRE TOX

LFG POINT OF DELIVERY

75'-WIDE NATURAL GAS PIPELINE EASEMENT

WMC 5,000 SCFM FLARE

APPROXIMATE LOWRY LANDFILL SUPERFUND SITE BOUNDARY

LEGEND:

- 100-YEAR STORM
- 500-YEAR STORM
- REGULATORY FLOODPLAIN
- FRESHWATER EMERGENT WETLAND
- FRESHWATER FORESTED/SHRUB WETLAND
- RIVERINE
- POND

SANBORN HEAD

GRAPHICAL SCALE
200' 100' 0' 200' 400'

DRAFT

NO.	DATE	DESCRIPTION	BY

DRAWN BY: T. REED
DESIGNED BY: T. REED
REVIEWED BY: M. KOZLOWSKI
PROJECT MGR: M. MIKES
PIC: T. REED
DATE: NOVEMBER 2024

LANDFILL GAS SALE AND PURCHASE AGREEMENT EXHIBITS
WM RENEWABLE ENERGY, LLC
DENVER ARAPAHOE DISPOSAL SITE
AURORA, COLORADO

PROJECT NUMBER: 4304.53

EXHIBIT A
OVERALL SITE PLAN

SHEET NUMBER: 1 OF 2

NOTES:

1. EXISTING TOPOGRAPHY AND SITE FEATURES WERE PROVIDED TO SANBORN HEAD IN AN ELECTRONIC FILE TITLED, "CO06T24_1-28-24.DWG" COMPILED USING STEREOPHOTOGRAMMETRIC METHODS BY MILLER CREEK ASSOCIATES OF SEATAC, WA FOR WASTE MANAGEMENT OF COLORADO, INC. (WMC) USING AERIAL PHOTOGRAPHY DATED JANUARY 28, 2024 AT AN ORIGINAL SCALE OF 1" = 100' AND CONTOUR INTERVAL OF 2 FEET. HORIZONTAL DATUM IS BASED ON NAD83 COLORADO CENTRAL STATE PLANE (MODIFIED). VERTICAL CONTROL IS BASED ON THE EXISTING ESTABLISHED LOCAL DATUM.
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4. WETLAND INFORMATION WAS OBTAINED THROUGH THE NATIONAL WETLANDS INVENTORY. SEE SHEET 1 FOR LEGEND.

WMRE TOX
R=25'
WASTE GAS TO TOX
OFF-SPEC GAS TO FLARE
WMRE PROCESS FLARE
R=100'
10'
24'
F.F. = 5714.0
LFG METERING
RNG BACKUP METERING
SUMP FOR CONDENSATE MANAGEMENT
WATER POD & SEWER TIE-IN
SEPTIC HOLDING TANK (OPTION TO INSTALL LEACHFIELD)
LFG POINT OF DELIVERY
24'-WIDE ROAD
EXISTING UNPAVED ROAD
POWER TIE-IN (PROPOSED POWER ALIGNMENT TBD)
WATER AND POWER ALIGNMENTS ARE BEING DETERMINED
NATURAL GAS SUPPLY TO TOX AND FLARE
RENEWABLE NATURAL GAS TO METERING STATION
DOWNSTREAM PIPELINE METERING
PROPOSED 100' X 100' METERING STATION AREA
SALES GAS PIPELINE
36"Ø HDPE LFG HEADER
CONDENSATE FORCE MAIN
PROPOSED LANDFILL GAS HEADER
CONNECTION TO EXISTING 36"Ø LFG HEADER
DISCHARGE CONDENSATE INTO EXISTING HEADER
75' NATURAL GAS PIPELINE EASEMENT
NATURAL GAS PIPELINE

LEGEND:

- EXISTING 2- FOOT ELEVATION CONTOUR
- EXISTING 10-FOOT ELEVATION CONTOUR
- PROPOSED 2-FOOT ELEVATION CONTOUR
- PROPOSED 10-FOOT ELEVATION CONTOUR
- PROPOSED EDGE OF ROAD/PAD
- PROPOSED HDPE GAS CONVEYANCE PIPE
- PROPOSED CONDENSATE FORCE MAIN
- PROPOSED RENEWABLE NATURAL GAS PIPE
- PROPOSED NATURAL GAS PIPE
- PROPOSED WASTE GAS PIPE

SANBORN HEAD

GRAPHICAL SCALE
40' 20' 0' 40' 80'

DRAFT

NO.	DATE	DESCRIPTION	BY

DRAWN BY: T. REED
DESIGNED BY: T. REED
REVIEWED BY: M. KOZLOWSKI
PROJECT MGR: M. MIKES
PIC: T. REED
DATE: NOVEMBER 2024

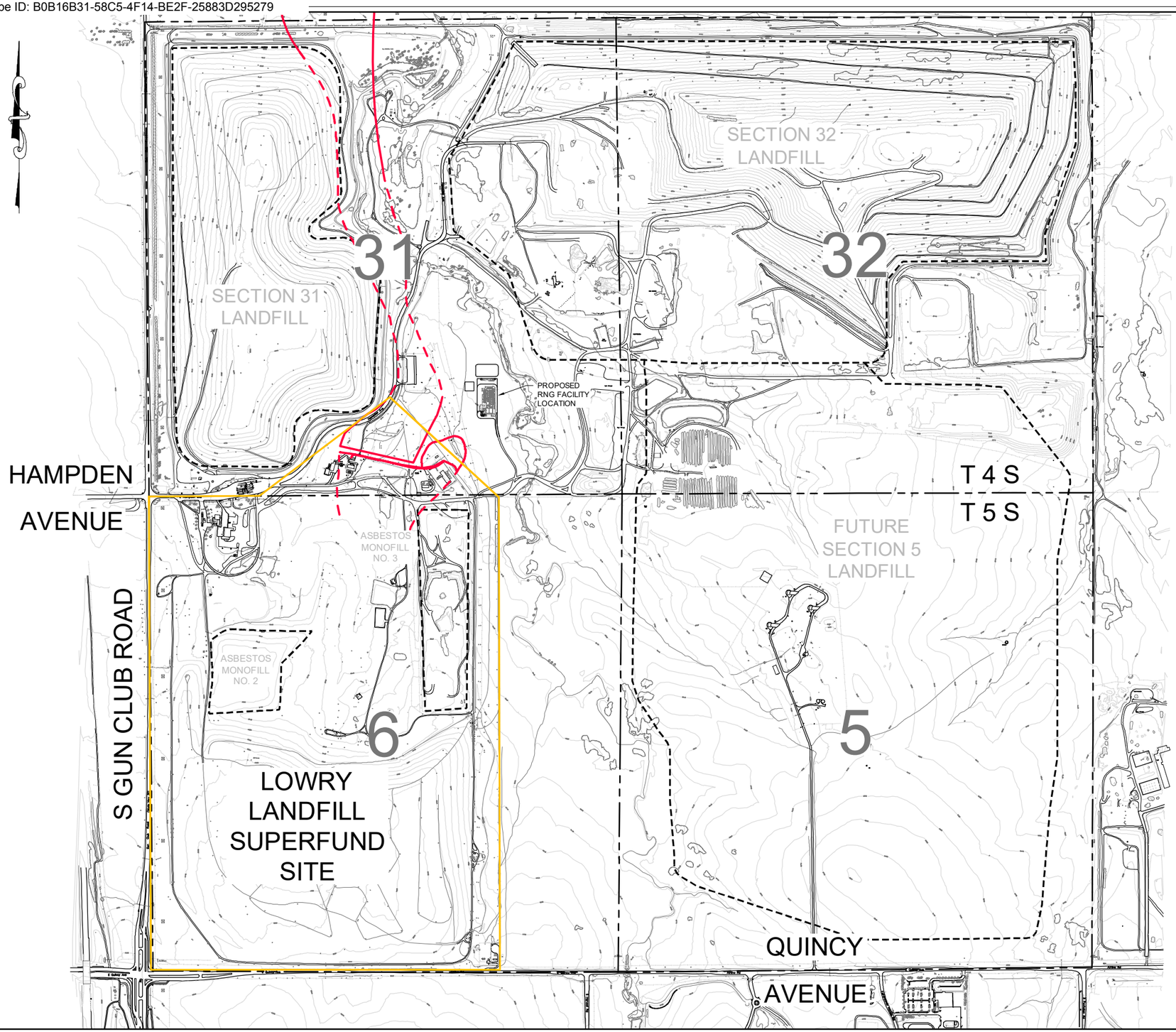
LANDFILL GAS SALE AND PURCHASE AGREEMENT EXHIBITS
WM RENEWABLE ENERGY, LLC
DENVER ARAPAHOE DISPOSAL SITE
AURORA, COLORADO

EXHIBIT A - RNG FACILITY
(6,000 SCFM LAYOUT)

PROJECT NUMBER: 4304.53

SHEET NUMBER: 2 OF 2

Docusign Envelope ID: B0B16B31-58C5-4F14-BE2F-25883D295279



NOTES:

1. EXISTING TOPOGRAPHY AND SITE FEATURES WERE PROVIDED TO SANBORN HEAD IN AN ELECTRONIC FILE TITLED, "CO06T24_1-28-24.DWG" COMPILED USING STEREOPHOTOGRAMMETRIC METHODS BY MILLER CREEK ASSOCIATES OF SEATAC, WA FOR WASTE MANAGEMENT OF COLORADO, INC. (WMC) USING AERIAL PHOTOGRAPHY DATED JANUARY 28, 2024 AT AN ORIGINAL SCALE OF 1" = 100' AND CONTOUR INTERVAL OF 2 FEET. HORIZONTAL DATUM IS BASED ON NAD83 COLORADO CENTRAL STATE PLANE (MODIFIED). VERTICAL CONTROL IS BASED ON THE EXISTING ESTABLISHED LOCAL DATUM.
2. LANDFILL LIMITS WERE PROVIDED BY WM WITHIN AUTOCAD (DWG) FORMAT DRAWINGS.
3. LIMITS OF LOWRY SUPERFUND SITE WERE TAKEN FROM A FIGURE TITLED "PROPERTY DESCRIPTION OF SUPERFUND BOUNDARY IN THE SOUTHERN PORTION OF SECTION 31" PREPARED BY PARSONS ENGINEERING SCIENCE, INC.
4. LIMITS OF NORTH END GROUNDWATER PLUME AREA WERE TRANSFERRED FROM A FIGURE TITLED "PROGRESS FROM RESPONSE ACTIONS - LAST SAMPLING DATE" PREPARED BY PARSONS AND PRESENTED AS FIGURE 4.41 WITHIN "O&M STATUS REPORT - 1ST HALF 2023."

LEGEND:

- LOWRY SUPERFUND SITE BOUNDARY
- NORTH END GROUNDWATER PLUME AREA
- DENVER ARAPAHOE DISPOSAL SITE PROPERTY BOUNDARY
- WASTE DISPOSAL LIMITS

DADS IS LOCATED IN ALL OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M., PORTIONS OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M., & PORTIONS OF SECTIONS 31 AND 32, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M. ALL IN THE COUNTY OF ARAPAHOE, STATE OF COLORADO.

SANBORN HEAD

GRAPHICAL SCALE
600' 300' 0' 600' 1200'

DRAFT

NO.	DATE	DESCRIPTION	BY

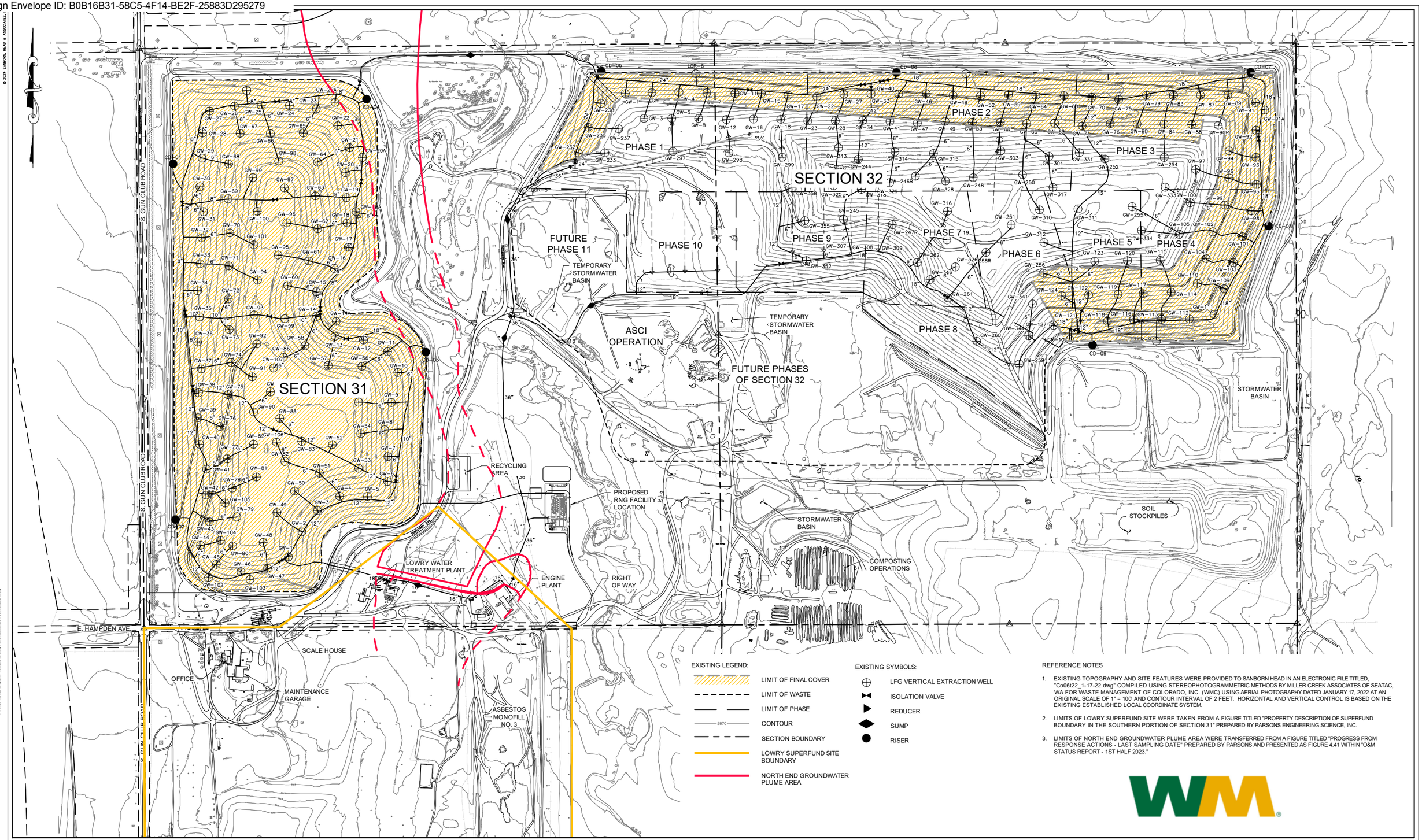
DRAWN BY: T. REED
DESIGNED BY: T. REED
REVIEWED BY: M. KOZLOWSKI
PROJECT MGR: M. MIKES
PIC: T. REED
DATE: NOVEMBER 2024

LANDFILL GAS SALE AND PURCHASE AGREEMENT EXHIBITS
WM RENEWABLE ENERGY, LLC
DENVER ARAPAHOE DISPOSAL SITE
AURORA, COLORADO

PROJECT NUMBER: 4304.53

EXHIBIT B
DENVER ARAPAHOE DISPOSAL SITE

SHEET NUMBER: 1 OF 1



EXISTING LEGEND:

- LIMIT OF FINAL COVER
- LIMIT OF WASTE
- LIMIT OF PHASE
- CONTOUR (5870)
- SECTION BOUNDARY
- LOWRY SUPERFUND SITE BOUNDARY
- NORTH END GROUNDWATER PLUME AREA

EXISTING SYMBOLS:

- LFG VERTICAL EXTRACTION WELL
- ISOLATION VALVE
- REDUCER
- SUMP
- RISER

REFERENCE NOTES

1. EXISTING TOPOGRAPHY AND SITE FEATURES WERE PROVIDED TO SANBORN HEAD IN AN ELECTRONIC FILE TITLED, "Co06t22_1-17-22.dwg" COMPILED USING STEREOPHOTOGRAMMETRIC METHODS BY MILLER CREEK ASSOCIATES OF SEATAC, WA FOR WASTE MANAGEMENT OF COLORADO, INC. (WMC) USING AERIAL PHOTOGRAPHY DATED JANUARY 17, 2022 AT AN ORIGINAL SCALE OF 1" = 100' AND CONTOUR INTERVAL OF 2 FEET. HORIZONTAL AND VERTICAL CONTROL IS BASED ON THE EXISTING ESTABLISHED LOCAL COORDINATE SYSTEM.
2. LIMITS OF LOWRY SUPERFUND SITE WERE TAKEN FROM A FIGURE TITLED "PROPERTY DESCRIPTION OF SUPERFUND BOUNDARY IN THE SOUTHERN PORTION OF SECTION 31" PREPARED BY PARSONS ENGINEERING SCIENCE, INC.
3. LIMITS OF NORTH END GROUNDWATER PLUME AREA WERE TRANSFERRED FROM A FIGURE TITLED "PROGRESS FROM RESPONSE ACTIONS - LAST SAMPLING DATE" PREPARED BY PARSONS AND PRESENTED AS FIGURE 4.41 WITHIN "O&M STATUS REPORT - 1ST HALF 2023."

SANBORN HEAD

GRAPHICAL SCALE
400' 200' 0' 400' 800'

DRAFT

NO.	DATE	DESCRIPTION	BY

DRAWN BY: T. REED
DESIGNED BY: T. REED
REVIEWED BY: M. KOZLOWSKI
PROJECT MGR: M. MIKES
PIC: T. REED
DATE: JULY 2024

LANDFILL GAS SALE AND PURCHASE AGREEMENT EXHIBITS
WM RENEWABLE ENERGY, LLC
DENVER ARAPAHOE DISPOSAL SITE
AURORA, COLORADO

PROJECT NUMBER: 4304.53

EXHIBIT C
EXISTING LANDFILL FACILITIES

SHEET NUMBER: 1 OF 3

SECTION 5

SECTION 32

NE DETENTION POND

NW DETENTION POND

SOUTH DETENTION POND

PROPOSED RNG FACILITY LOCATION

APPROXIMATE LOWRY LANDFILL SUPERFUND SITE BOUNDARY

NORTH END GROUNDWATER PLUME AREA (SEE NOTE 4)

ENGINE PLANT

PROPOSED 5,000-SCFM FLARE

NOTES:

1. THE EXISTING TOPOGRAPHY AND SITE FEATURES OUTSIDE OF SECTIONS 32 AND 5 REPRESENT CONDITIONS PRESENT ON MARCH 24, 2023.
2. GRADES WITHIN SECTION 32 AND 5 ARE PERMITTED FINAL GRADES PROVIDED TO SANBORN HEAD BY WM.
3. THE GCCS FEATURES PROPOSED TO BE INSTALLED AFTER 2028 ARE BASED ON A DRAWING TITLED "2023 GCCS DESIGN PLAN - FUTURE COMPLETION PLAN" PREPARED BY WEAVER CONSULTANTS GROUP DATED MARCH 8, 2023.
4. LIMITS OF NORTH END GROUNDWATER PLUME AREA WERE TRANSFERRED FROM A FIGURE TITLED "PROGRESS FROM RESPONSE ACTIONS - LAST SAMPLING DATE" PREPARED BY PARSONS AND PRESENTED AS FIGURE 4.41 WITHIN "O&M STATUS REPORT - 1ST HALF 2023."

LEGEND:

- LIMIT OF FINAL COVER
- LIMIT OF WASTE
- LIMIT OF PHASE
- CONTOUR (5870)
- SECTION BOUNDARY
- LOWRY SUPERFUND SITE BOUNDARY
- NORTH END GROUNDWATER PLUME AREA

SYMBOLS:

- LFG VERTICAL EXTRACTION WELL
- ISOLATION VALVE
- REDUCER
- SUMP
- RISER

THE DESIGN OF THE FUTURE GAS SYSTEM IN SECTION 5 IS BEING MODIFIED TO INCLUDE A VERTICAL GAS WELL SPACING BASED ON 150-FOOT RADIUS OF INFLUENCE SIMILAR TO THE EXISTING GAS SYSTEM IN SECTION 32

SANBORN HEAD

GRAPHICAL SCALE
400' 200' 0' 400' 800'

DRAFT

NO.	DATE	DESCRIPTION	BY

DRAWN BY: T. REED
DESIGNED BY: T. REED
REVIEWED BY: M. KOZLOWSKI
PROJECT MGR: M. MIKES
PIC: T. REED
DATE: JULY 2024

LANDFILL GAS SALE AND PURCHASE AGREEMENT EXHIBITS
WM RENEWABLE ENERGY, LLC
DENVER ARAPAHOE DISPOSAL SITE
AURORA, COLORADO

PROJECT NUMBER: 4304.53

EXHIBIT C
FUTURE SECTION 5 GCCS

SHEET NUMBER: 2 OF 3

FROM SECTION 31

EXISTING TRANSFORMER

16"Ø BUTTERFLY VALVE

V1

CONNECT TO EXISTING 16"Ø HEADER

36"Ø 45° HDPE ELBOW

CONDENSATE SUMP (CS-1)

CS-1

MAIN HEADER PROFILE 36"Ø HDPE PIPE

EXISTING 2,000 SCFM FLARE (TO BE DECOMMISSIONED)

EXISTING AREA LIGHT POLE (TO REMAIN)

CUT AND CAP 16"Ø HEADER

16"Ø HEADER (TO BE ABANDONED)

HEADER JUNCTION

PANELS ON NORTH SIDE

EXISTING TELEPHONE AND ETHERNET

PROPOSED 5,000 SCFM BLOWER SKID

PROPOSED 14'Ø ENCLOSED FLARE

GRAVEL

EXISTING 1.5"Ø x 4"Ø HDPE WATER LINE AND 1.5"Ø HDPE AIR LINE

STORAGE SHEDS

CONCRETE SLAB

WMRE OFFICE TRAILER

ENGINE PLANT

STORAGE SHED

36" x 16" REDUCING TEE

CONNECT FORCE MAIN TO HEADER 10' FROM CONNECTION FOR ENGINE PLANT

EXTEND 16"Ø HEADER TO NEW 36"Ø HEADER

V-2

CUT AND CAP 16"Ø HEADER

16"Ø BUTTERFLY VALVE

CUT AND REMOVE REMOVE 16"Ø TEE, REPLACE WITH SOLID PIPE

CUT AND CAP 16"Ø HEADER

EXISTING 16"Ø HDPE GAS PLANT INLET HEADER

LFG METERING WITHIN THIS BUILDING

INSTALL 36"Ø 45° HDPE ELBOW EL. 5718.26

FROM SECTION 32

CUT AND CAP 36"Ø HEADER

EXISTING HEADER (TO BE ABANDONED)

36" x 16" REDUCER

16" VALVE (TO BE ABANDONED)

NOTES:

1. SEE SHEET C1 AND C3 FOR ADDITIONAL NOTES AND LEGEND.
2. EXISTING TOPOGRAPHY AND SITE FEATURES WERE PROVIDED TO SANBORN HEAD IN AN ELECTRONIC FILE TITLED, "Co06t22_1-17-22.dwg" COMPILED USING STEREOPHOTOGRAMMETRIC METHODS BY MILLER CREEK ASSOCIATES OF SEATAC, WA FOR WASTE MANAGEMENT, INC. (WM) USING AERIAL PHOTOGRAPHY DATED JANUARY 17, 2022 AT AN ORIGINAL SCALE OF 1" = 100' AND CONTOUR INTERVAL OF 2 FEET. HORIZONTAL AND VERTICAL CONTROL IS BASED ON THE EXISTING ESTABLISHED LOCAL COORDINATE SYSTEM.
3. THE LOCATIONS OF EXISTING UTILITIES WERE PROVIDED BY WASTE MANAGEMENT IN CAD FILES OR SCANNED DRAWINGS AND DIGITIZED BY SANBORN HEAD. SANBORN HEAD IS NOT RESPONSIBLE FOR THE LOCATIONS OF UTILITIES. ALL UTILITIES SHOWN ON THIS DRAWING SHOULD BE CONSIDERED APPROXIMATE.

LEGEND:

5729	1-FOOT ELEVATION CONTOUR
5730	10-FOOT ELEVATION CONTOUR
X X X	EXISTING FENCE
16"Ø	EXISTING HEADER
	EXISTING HEADER PIPE TO BE ABANDONED
36"Ø	PROPOSED HEADER PIPE
FM FM	PROPOSED DUAL-WALLED FORCE MAIN
CS-1	PROPOSED CONDENSATE SUMP
V1	PROPOSED ISOLATION VALVE

SANBORN HEAD

GRAPHICAL SCALE
20' 10' 0' 20' 40'

DRAFT

NO.	DATE	DESCRIPTION	BY

DRAWN BY: T. REED
DESIGNED BY: T. REED
REVIEWED BY: M. KOZLOWSKI
PROJECT MGR: M. MIKES
PIC: T. REED
DATE: JULY 2024

LANDFILL GAS SALE AND PURCHASE AGREEMENT EXHIBITS
WM RENEWABLE ENERGY, LLC
DENVER ARAPAHOE DISPOSAL SITE
AURORA, COLORADO

PROJECT NUMBER: 4304.53

EXHIBIT C
ENCLOSED FLARE AND ENGINE PLANT

SHEET NUMBER: 3 OF 3

CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY) 7/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538 TXClientSrvUT@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1300436 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT COLORADO LANDFILL DIVISION 7780 EAST 96TH AVENUE HENDERSON CO 80640	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Indemnity Insurance Co of North America — 43575 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** ACE Fire Underwriters Insurance Company — 20702 **INSURER D :** ACE Property and Casualty Insurance Company — 20699 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22223363 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X XCU INCLUDED X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	HDO G48900793	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X MCS-90	Y	Y	MMT H1082235A	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	XEU 27929242 010	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $ XXXXXXX
A B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WLR C72629668 (AOS) WLR C72629620 (AZ,CA & MA) SCF C7262970A (WI)	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10822269	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: LANDFILL GAS SALE AND PURCHASE AGREEMENT (ESEQD-202475932).
AS REQUIRED BY WRITTEN CONTRACT, THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA AND EXCESS LIABILITIES, AND EXCESS AUTO LIABILITY. EXCESS POLICY TO FOLLOW FORM PER ACE POLICY FORM #XS-20835 (08/06) AND SITS OVER THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EMPLOYERS' LIABILITY POLICIES.

CERTIFICATE HOLDER

22223363
CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
ATTN: NORMA ALARCON, DDPHE-DIVISION OF EQ
201 W. COLFAX AVENUE, 8th FLOOR
DENVER CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit E

Guarantee Agreement

This Guarantee Agreement (this "Guarantee"), dated as of _____, _____, is made and entered into by Waste Management, Inc., a Delaware corporation ("Guarantor").

W I T N E S S E T H:

WHEREAS, WM Renewable Energy, L.L.C., a subsidiary of Guarantor (the "WM Subsidiary") has entered into an Amended and Restated Landfill Gas Sale and Purchase Agreement (the "Agreement") effective as of [date] with the City and County of Denver (the "City") pursuant to which WM Subsidiary and City have agreed for the City to sell, and for WM Subsidiary to buy, Landfill Gas extracted from the DADS Site, in connection with WM Subsidiary's development and operation its RNG Facilities, as more fully described in the Agreement (as such terms as defined therein); and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of City entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the (i) full and timely performance of all obligations of WM Subsidiary under the Agreement; and (ii) Guarantor guarantees all monetary obligations of WM Subsidiary to the City, whether direct or indirect, absolute or contingent now or hereafter existing, with regard to the Agreement, including without limitation, any and all interest and expenses (including attorney fees and court costs) incurred by the City in enforcing its rights under the Agreement (collectively, the "Obligations").

2. The Guarantor by this Guaranty binds itself, its successors and assigns, with WM Subsidiary, jointly and severally, for performance of the Obligations, the same as if the Guarantor had contracted for performance thereunder, rather than WM Subsidiary. This Guaranty shall, in all respects, be a continuing, absolute and unconditional guaranty and shall remain in full force and effect notwithstanding insolvency, bankruptcy or reorganization of WM Subsidiary.

3. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to perform any Obligations when due or payable, City shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to perform Obligations and demand that performance or payment be made by WM Subsidiary. If WM Subsidiary's failure or refusal to perform or pay continues for a period of fifteen (15) days after the date of City's notice to WM Subsidiary, and City has elected to exercise its rights under this Guarantee, City shall make a demand upon Guarantor (hereinafter referred to as a "Demand"). A Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to perform or pay and an explanation of why such performance is obligated or payment is due, with a specific statement that City is calling upon Guarantor to cause performance or pay under this Guarantee. A Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay or cause performance of the Obligations. A single written Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

4. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor.

5. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

6. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

7. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that City seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of City in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

8. NOTICE. Any Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email, as follows:

To City:

City and County of Denver
Department of Public Health and Environment
201 West Colfax Avenue, 8th Floor
Denver, CO 80202
Attn: Executive Director

To Guarantor:

Waste Management, Inc.
800 Capitol Street
Houston, Texas 77002
Attn.: General Counsel
GCLegal@wm.com

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

9. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by City, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of City, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and City and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, eacfh of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC.

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____