

**Fayette County Commissioners Agenda Meeting**  
**Tuesday, January 13, 2026 – 10 a.m.**

- 1. Call to Order**
- 2. Prayer**
- 3. Pledge of Allegiance**
- 4. Attendance**
- 5. Public Comment on Agenda Items**
- 6. Proclamations**

Human Trafficking Prevention Month

- 7. Fayette County Redevelopment Authority**

Consider placing on the agenda the adoption of the attached resolution, which approves modifications to Fayette County's FY 2025 Community Development Block Grant (CDBG) Program on behalf of Georges Township.

- 8. Buildings and Grounds**

Please consider placing on the agenda advertising for bids for tires on county vehicles.

Please consider placing on the agenda advertising for bids for janitorial supplies.

Please consider placing on the agenda advertising for bids for gas and diesel for county vehicles.

- 9. Children and Youth Services**

Consider placing on the agenda, approval of a **FY2025-26 Purchase of Service Agreement** between the County of Fayette, through Fayette County Children and Youth Services and **A Second Chance Counseling Services**, 140 South Main Street, Greensburg, PA 15601 for psychological assessments, mental health assessments, testing, consultations, written reports, and related services on an as needed basis. The rates are as follows:

|  |              |
|--|--------------|
| Mental Health Treatment  | \$ 125.00/hr |
| Trauma Therapy   | \$ 125.00/hr |
| Family Sessions  | \$ 125.00/hr |
| Non-Offending Parent Treatment   | \$ 125.00/hr |
| Therapeutic Support Services for Caregivers                            | \$ 125.00/hr |
| Reconciliation Services  | \$ 125.00/hr |
| Therapeutic Supervision of Visits/<br>Family Interaction/Custody Cases | \$ 125.00/hr |

|   |              |
|---|--------------|
| Non-Clinical Services                     |              |
| Supervision of Family Visits/Interactions | \$ 100.00/hr |
| Parenting Instruction                     | \$ 100.00/hr |
| Consultations                             | \$ 75.00/hr  |
| Meetings/Case Management                  | \$ 85.00/hr  |

|  |                      |
|--|----------------------|
| Court Preparation/Testimony                                |                      |
| Master's Level Professions and below<br>(two-hour minimum) | \$ 100.00/hr         |
| Professionals above Master's Level<br>(in-person)          | \$1, 000.00/half-day |
| Professionals above Master's Level<br>(via-phone/virtual)  | \$ 500.00/half-day   |
| Writing Reports/Court Summaries and<br>other documentation | \$ 75.00/hr          |
| Port to Port/Travel  | \$ 40.00/hr          |

No-Call/No-Show/Same Day Cancellation Fee: This fee will be charged for a no-call/no-show appointments for appointments cancelled by clients on the same date of the scheduled service and will be billed at a flat rate of \$250.00 per occurrence for assessments or one (1) hour of the referred service.

Mileage reimbursement will be billed at the current IRS rate.

Consider placing on the agenda for approval, the acceptance of the appointment of Jaclyn Blackson to replace former board member Sandy Wilson on the Fayette County Children & Youth Services Advisory Committee. She will finish out the term which expires on March 31, 2026, and will continue for a new 3-year term which will expire on March 31, 2029. The Advisory Committee voted unanimously to recommend her appointment to the Commissioners at the January 2026 meeting.

#### **10. Emergency Management Agency**

Consider placing on the agenda the approval of the 9-1-1 Statewide Interconnectivity Grant Agreement for 2026. We have been awarded up to \$ 468,801.99 in Statewide Interconnectivity Funds for 2026 projects.

Consider placing on the agenda the “Promulgation” of the Fayette County Emergency Operations Plan. The plan is designed to comply with all applicable State and County Laws & Regulations. This plan also provides the policies and procedures to be followed in dealing with natural or human caused Events/Disasters.

Consider placing on the agenda the approval of the Hazard Mitigation Plan Amendment – Amendment to High Hazard Dam Planning Section.

Consider placing on the agenda the approval of the Notice of Termination with OnSolve – Code Red, effective January 31, 2026.

Consider placing on the agenda the approval of a 3-year contract with Regroup Mass Notification at a cost of \$ 30,000.00 a cost savings of \$ 7,500.00 by entering into a 3-year contract.

#### **11. Office of Human and Community Services/FACT**

Consider placing on the Agenda to authorize Rudy Dutko, Executive Director for Fayette Area Coordinated Transportation (FACT), to sign and execute any and all necessary documents and/or Agreements with Trillium Transportation Fuels in order for the County of Fayette, d/b/a FACT, to participate in Trillium's Renewable Natural Gas (RNG) Rebate Program conditioned upon the Agreement being altered to eliminate the jurisdiction of Ohio Courts over any disputes arising under said Agreement.

## **12. Human Resources**

### **FCBHA**

Consider placing on the agenda the ratification of the hiring of Taylor Brookings, County Caseworker 1, Non-Union, PG 33, Step EE, \$19.82/hour (\$38,649.00 annually), effective January 5, 2026.

Consider placing on the agenda the ratification of the hiring of Tonya Harmon, County Caseworker 1, Non-Union, PG 33, Step EE, \$19.82/hour (\$38,649.00 annually), effective January 5, 2026.

Consider placing on the agenda the approval of the resignation of Aaron Trincia, County Caseworker 2, effective January 2, 2026.

### **FACT**

Consider placing on the agenda the ratification of the hiring of Misty Adams, Transportation Information Specialist, SEIU, PG 7, Step SR, \$14.73/hour (\$28,723.50 annually) effective January 12, 2026.

### **Public Defenders**

Consider placing on the agenda the ratification of the promotion of Nicholas Clark to Chief Public Defender, Non-Union Supervisor, PG 30, Step B, \$51.82/hour (\$101,049.00 annually), effective December 19, 2025.

## **13. Office of Tax Services**

### **Tax Claim**

Consider placing on the agenda approval of the following Repository Bids opened on January 6, 2026, subject to all conditions being met. Total bid amount is \$3,550.00.

| <b><u>Purchaser</u></b> | <b><u>Parcel #</u></b> | <b><u>Bid Purchase</u></b> | <b><u>Municipality</u></b> |
|-------------------------|------------------------|----------------------------|----------------------------|
| DIGI Solutions          | 38-04-0665             | \$3,550.00                 | Uniontown City             |

## **14. Planning, Zoning and Community Development**

Consider placing on the agenda for approval the appropriate personnel in Fayette County to have reviewed the technical proposal and approve of its use in the preparation of an engineering Agreement. The Agreement Number for the project is ECMS L1003.

## **15. Commissioners:**

Consider placing on the agenda the approval of the December 16, 2025, commissioners' agenda meeting minutes.

Consider placing on the agenda the approval of the December 18, 2025, commissioners' meeting minutes.

Consider a motion to approve McClure Company to perform a Feasibility Study as part of a Guaranteed Energy Savings Performance Contract under Pennsylvania procurement code Title 62, Acts 163, 57, 77, and 39. The audit will identify potential energy-saving upgrades, capital improvement needs, and preventive maintenance planning opportunities at the Gallatin Building. There is no cost to the County and no obligation to proceed with any project unless approved by the Fayette County Commissioners. Final agreement is subject to legal review.

Consider placing on the agenda the ratification of a proposal from Ford Office Technologies for professional services for ADA site compliance setup/updates at an annual billing rate of \$2,128.57.

Consider a motion to extend the agreement with Zelenkofske Axelrod LLC for audit services through fiscal year 2025.

**16. Public Announcements**

**17. Public Comments**

**18. Adjournment**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY  
APPROVING MODIFICATIONS OF THE  
FY2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR FAYETTE COUNTY, PENNSYLVANIA OBO GEORGES TOWNSHIP**

WHEREAS, the Pennsylvania Department of Community and Economic Development (DCED) allocated Community Development Block Grant funds to the County of Fayette and on behalf of Georges Township for Fiscal Year 2025; and

WHEREAS, the County of Fayette and Georges Township have decided that it is in their best interest to make modifications to the FY2025 Community Development Block Grant Program to provide funding for Homeowner Rehabilitation in the township; and

WHEREAS, the proposed projects will benefit low- to moderate-income persons; and

WHEREAS, the Redevelopment Authority has updated the Citizen Participation Plan in order to comply with the administration of the CDBG Program and that the County of Fayette has met all citizen participation requirements for consideration of the proposed modifications.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Fayette that the FY2025 Community Development Block Grant Program shall be modified as follows:

| Rev/Mod          | Activity  | Action       | Approved Current Amount | Revised Amount      |
|------------------|---|--------------|-------------------------|---------------------|
| Mod#1<br>01/2026 | 03K Street Improvements:<br>Continental II Area Road Reconstruction | Cancelled    | 61,782                  | 0                   |
|                  | 03K Street Improvements:<br>Oven Road Area Road Reconstruction      | Cancelled    | 31,000                  | 0                   |
|                  | 14A Housing Rehabilitation  | Added        | 0                       | 92,782              |
|                  | 14H Housing Rehabilitation Delivery                                 | No Change    | 4,000                   | 4,000               |
|                  | Program Administration  | No Change    | 21,244                  | 21,244              |
|                  |   | <b>TOTAL</b> | <b>\$118,026.00</b>     | <b>\$118,026.00</b> |

BE IT FURTHER RESOLVED that the Redevelopment Authority of the County of Fayette, Pennsylvania is directed to submit to the Department of Community and Economic Development (DCED) such documentation as is necessary for the approval of these modifications.

BE IT FURTHER RESOLVED that the updated Citizen Participation Plan is approved in compliance with CDBG rules and regulations.

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I hereby certify that the foregoing resolution is a true and correct copy of a Resolution duly adopted by the Fayette County Board of Commissioners at their meeting held the 15<sup>th</sup> day of January, 2026.

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Chief Clerk

(SEAL)



## 911 STATEWIDE INTERCONNECTIVITY GRANT AGREEMENT

This 911 Statewide Interconnectivity grant agreement is entered into by the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Pennsylvania Emergency Management Agency ("PEMA"), with its principal offices located at 1310 Elmerton Avenue, Harrisburg, PA 17110, and Fayette County, with its principal offices located at 24 East Main Street, Fourth Floor, Uniontown, 15401 ("Grantee").

PEMA is the Commonwealth agency responsible for distributing money from the 911 Fund established by and in accordance with 35 Pa.C.S. §5306.1. Pursuant to 35 Pa.C.S. §5306.1(d)(2), 15% of the amount in the 911 Fund is dedicated as the Statewide Interconnectivity Fund. The Grantee applied for Statewide Interconnectivity Funds to establish, enhance, operate, or maintain statewide interconnectivity of a Public Safety Answering Points ("PSAP"). PEMA determined that the Grantee is eligible to receive Statewide Interconnectivity Funds to complete its project(s).

The parties wish to set forth the terms and conditions under which PEMA will grant Statewide Interconnectivity Funds to the Grantee.

The parties, intending to be legally bound, agree as follows:

1. Grant Award. Subject to the terms and conditions of this agreement and the availability of funds, PEMA hereby grants up to \$468,801.99 in Statewide Interconnectivity Funds to the Grantee for the following approved interconnection project work plan(s) and budget(s) ("Project(s)":)
  - a. \$27,808.33 for Fayette County, Fayette ILEC Maintenance, order number 3120250147 as set forth in Attachment A.1
  - b. \$35,000.00 for Fayette County, Fayette NG911 GIS Maintenance, order number 3120250029 as set forth in Attachment A.2
  - c. \$191,010.61 for Fayette County, Fayette/Somerset CAD Maintenance, order number 3120250100 as set forth in Attachment A.3
  - d. \$78,122.11 for Fayette County, Fayette/Somerset CAD Refresh, order number 3120250083 as set forth in Attachment A.4
  - e. \$64,930.97 for Fayette County, ICORRS Radio Maintenance, order number 3120250120 as set forth in Attachment A.5
  - f. \$50,392.97 for Fayette County, WestCORE ESInet Maintenance, order number 3120250076 as set forth in Attachment A.6
  - g. \$21,537.00 for Fayette County, Western PA Recorder Maintenance, order number 3120250118 as set forth in Attachment A.7

2. Changes to Award Amount. PEMA may increase or decrease the amount of the grant award by providing written notice of award modification to the Grantee without the need to amend this agreement. All funding increases are subject to the Governor's Office of the Budget, Comptroller's Office certification of the availability of the funding.
3. Term. The term of this agreement will commence on the date of the last Commonwealth signature ("Effective Date") and will remain in effect until January 31, 2027 ("Term"), unless sooner terminated in accordance with paragraph 6. This agreement is not binding in any way, nor will the Commonwealth or PEMA be bound, until this agreement has been fully executed and sent to the Grantee.
4. Period of Performance. The period of performance for this agreement will commence on January 1, 2026 and end on December 31, 2026 ("Period of Performance"). All grant funds must be expended or obligated by the Grantee within the Period of Performance.
5. Extension. PEMA may extend the Term, Period of Performance, or both by providing written notice of extension to the Grantee without the need to amend this agreement. No extension may result in a Term or Period of Performance that exceeds 5 years from the Effective Date of this agreement.
6. Termination. PEMA may terminate this agreement at any time for its convenience or for any reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice of termination to the Grantee and specifying the effective date of the termination.
7. Survival of Terms. The provisions and obligations set forth in paragraphs 9, 13, and 14 of will survive the termination of this agreement.
8. Commonwealth Standard Terms and Conditions. The Grantee shall comply with the Commonwealth's Standard Terms and Conditions set forth in Attachment B.
9. Compliance with Applicable Law. The Grantee shall comply with all applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, 35 Pa.C.S. §§5301-5399, as amended, and the Eligibility Factors List set forth in Attachment C. It is the affirmative, non-delegable duty of the Grantee and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of the grant funds.
10. Project Requirements.
  - a. Payment Amounts Payment amounts are based on the approved work plan and budget for the Project(s).
  - b. Allowable Expenditures The Grantee shall expend the grant funds solely on the items approved in the work plan and budget.

- c. Changes to Project Requests for changes to the work plan(s) or budget(s) must be submitted in accordance with the requirements set forth in paragraph 17. Project changes must be related to the original intent and scope of the approved work plan or budget. Cost adjustments will not be available after a Project is reported as closed. PEMA maintains sole discretion to approve or disapprove requested changes. PEMA shall communicate any approval of proposed changes to the Project(s) to the Grantee in writing without the need to amend this agreement.
- d. Training The Grantee shall participate in all required grant training and workshops facilitated by PEMA.

11. Funds Management. The Grantee shall:

- a. individually track all activity for each Project for which the Grantee receives the grant funds.
- b. place the grant funds in an interest-bearing account in a bank or other financial institution insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation, or equivalent insurer.
- c. use the interest earned on the grant funds only on eligible 911 costs as outlined in the Eligibility Factors List.
- d. return the grant funds that are not expended or obligated by the end of the Period of Performance to the 911 Fund.

12. Reporting Requirements. The Grantee shall:

- a. notify PEMA when each Project milestone is met or the/each Project is completed.
- b. submit quarterly progress reports no later than 30 days after the end of each quarter.
- c. submit the 911 Annual Report by April 15 of each year.

13. Maintenance and Retention of Records. The Grantee shall:

- a. maintain, at its principal offices, accurate records and accounts, including documents, certifications, correspondence, quotes, invoices, and other evidence pertaining to costs and expenses it incurs pursuant to this agreement, and reflecting all matters and activities covered by this agreement.
- b. retain all required records for a period of three years from the expiration or termination of this agreement, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, the Grantee shall maintain these records until all pending matters are resolved.

14. Audit. The Grantee shall:

- a. give PEMA access to, and the right to examine, all records and documents that are related to the grant.
- b. permit access to facilities, personnel, and other individuals and information that PEMA may determine is necessary.
- c. comply with any compliance review conducted by PEMA.
- d. establish internal personnel safeguards that will prohibit employees, contractors, agents, members, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member, or representative.

15. Prohibited Use of Funds. The Grantee shall not reallocate the grant funds for any purpose not related to the/an approved Project. If PEMA determines that activities or expenditures are not eligible, those activities or expenditures may not be funded or reimbursed.

16. Offset, Withholding, Recoupment, and Deobligation. At any time, PEMA reserves the right to offset, withhold, recoup, or deobligate grant funds or payments for grant expenditures if PEMA determines that there has been a violation of this agreement by the Grantee or PEMA determines that the Grantee's expenditures are or were not eligible, proper, or allowable. PEMA may deobligate Statewide Interconnectivity Funds from any Project at any time if:

- a. the Grantee's progress towards its approved Project milestones is deemed insufficient. PEMA shall have sole discretion to determine the sufficiency of progress towards approved Project milestones;
- b. the Grantee changes the scope of the/an approved Project work plan;
- c. the PSAPs identified in a Project are changed without approval from PEMA;
- d. the Grantee fails to cooperate with PEMA and the Commonwealth contracted next generation 911 (NG911) service provider or participate in NG911 system impairment investigations; or
- e. the Grantee fails to submit Geographic Information System data to the NG911 Core Service data hub.

17. Notice. All notices, reports, and requests arising out of, or from, the provisions of this agreement must be in writing and provided to the parties at the addresses provided in Attachment D. The parties may change their designated contact or address by providing written notice to the other party in the manner specified above.

18. Assignment. The Grantee may not assign or transfer its rights or duties under this agreement.

19. Amendments and Modifications. Except as provided in paragraphs 2, 5, 10(c), and 17, no amendment or modification of this agreement is valid unless made in writing and signed by the parties with the same formality as the agreement.
20. Independent Contractor. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Grantee as the representative or general agent of PEMA for any purpose whatsoever.
21. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.
22. No Waiver. No delay or failure of PEMA or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by PEMA or the Commonwealth of the provision or its right or remedy.
23. Integration and Merger. When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.
24. Counterparts. This agreement may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.
25. Electronic Signatures. This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301 et seq.
26. Signatories Attestations. By signing this agreement, the individuals signing on behalf of the Grantee ("Signers") acknowledge that:
  - a. their electronic signatures confirm that they are authorized to sign this agreement and contractually bind the Grantee.
  - b. they are acting in compliance with the applicable law and the organizational and governance documents of the Grantee.
  - c. they and the Grantee understand that PEMA will rely on these representations and confirmations in its subsequent review and execution of this agreement.
  - d. they are submitting official information to the Commonwealth.

- e. they are aware that any false statement(s) made to PEMA or the Commonwealth related to this grant may subject them to substantial civil and criminal penalties, including 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The parties, through their authorized representatives, have signed this agreement on the dates indicated below.

**GRANTEE:**

|                   |      |                   |      |
|-------------------|------|-------------------|------|
| Signature         | Date | Signature         | Date |
| Print Name: _____ |      | Print Name: _____ |      |
| Title: _____      |      | Title: _____      |      |
|                   |      | Signature         | Date |
|                   |      | Print Name: _____ |      |
|                   |      | Title: _____      |      |

**PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY**

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|                                |      |
|--------------------------------|------|
| Executive Director or Designee | Date |
|--------------------------------|------|

**APPROVED AS TO FORM AND LEGALITY:**

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|                            |      |
|----------------------------|------|
| Office of Chief Counsel    | Date |
| <b>30-FA-17.0</b>          |      |
| Office of General Counsel  | Date |
| <b>30-FA-17.0</b>          |      |
| Office of Attorney General | Date |

**APPROVED:**

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|                        |                                       |
|------------------------|---------------------------------------|
| Comptroller Operations | Date                                  |
| Award No: _____        | Funds Commitment #: <u>4100101209</u> |

Assistance Listing Number # \_\_\_\_\_



# Fayette County Emergency Management

24 E Main Street • Uniontown, PA 15401

Office 724.430.1277 • 724.430.1281 Fax

[eoc@fcema.org](mailto:eoc@fcema.org)

## Notice of Contract Termination

6 January 2026

To: OnSolve, Code Red

Subject: Notice of Contract Termination Effective End of Month Due to Service Interruptions, Security Incidents, and IPAWS Certification Impacts

This letter serves as our formal notice that Fayette County, PA will be terminating our contract with OnSolve effective January 31, 2026. This decision follows ongoing outages, security concerns, and operational disruptions affecting OnSolve's Code Red legacy platform and its IPAWS-related capabilities.

Over the past several weeks, we have been significantly impacted by issues specific to the OnSolve environment, including:

1. Extended system downtime affecting our ability to issue critical public and internal alerts.
2. A confirmed security incident involving unauthorized access to the legacy OnSolve platform.
3. Suspension and revocation of IPAWS digital certificates shared with OnSolve, resulting in loss of trusted alerting functionality.
4. Federal notifications indicating replacement certificates may require weeks, delaying restoration of authenticated IPAWS capabilities.
5. The potential requirement to resubmit our IPAWS Memorandum of Agreement (MOA) and undergo renewed federal approval processes due to certificate exposure.
6. Lack of clear timelines regarding restoration, compliance validation, or long-term platform readiness.

These issues have created unacceptable operational risk, particularly for an emergency communication platform where reliability, uptime, and federal compliance are essential.

## **Data & System Asset Retrieval**

As part of our termination of services with OnSolve, we request the following:

- A complete export of all organizational data, including user accounts, contact lists, message logs, IPAWS configuration data, templates, and any other system assets.
- Data must be provided in a standard, machine-readable format (CSV, XML, JSON, etc.).
- Written confirmation that all credentials, certificates, authentication materials, and organization-specific artifacts stored within the OnSolve Code Red environment have been securely revoked or destroyed.

## **Contract Wind-Down Requirements**

We also request:

- Written confirmation of contract termination effective January 31, 2026.
- Confirmation that all billing will cease immediately after termination.
- Refunds or credits for any prepaid services that were impacted or rendered unusable due to outages or platform unavailability.
- A final statement confirming account closure and compliance with data-handling and retention requirements.

## **Continuity of Operations**

Due to the extended delays expected for new IPAWS certificate issuance, possible MOA re-submission, and the uncertainty surrounding OnSolve Code Red's legacy platform, we are transitioning to an alternative alerting system to ensure uninterrupted and compliant emergency communication.

Please acknowledge receipt of this notice within five (5) business days, and provide the expected timeline and delivery method for our data export.

Thank you for your prompt attention to this matter.

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Scott Dunn  
Commissioner, Chair

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Vince Vicities  
Commissioner, Vice-Chair

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Harry Kaufman  
Commissioner, Secretary

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Roy Shipley  
Director  
Fayette County EMA-911



# Subscription Agreement

**Prepared For:**

Company: Fayette County, PA  
Name: Richard Black  
Email: rblack@fcema.org  
Phone: 724-430-1277

**Prepared By:**

Regroup Mass Notification  
Prepared by: Brian Fischer  
Email: bfischer@regroup.com  
Phone: (917) 791-3046

**Contract Term:** 3 year paid in full

**Contact Count:** 130,000

**Valid Until:** 01/30/2026

## A. Product and Pricing Summary

| Product  | Fee Type | Price       | Term (yrs) | Discount    | Subtotal           |
|--|----------|-------------|------------|-------------|--------------------|
| <b>Regroup Annual Subscription</b><br>Messaging via landline, email, cell (voice and SMS/txt), social media, RSS. Unlimited: support, training, templates, and group creation. | Annual   | \$12,500.00 | 3          | -\$7,500.00 | \$30,000.00        |
| <b>IPAWS</b><br>Allows users to post IPAWS EAS, NOAA, and WEA alerts to supported devices during a critical event.   | Included | \$0.00      | 3          | \$0.00      | \$0.00             |
| <b>NOAA</b><br>National Oceanic and Atmospheric Administration (NOAA) Weather Radio (NWEM) alerts  | Included | \$0.00      | 3          | \$0.00      | \$0.00             |
|  |          |             |            |             | <b>\$30,000.00</b> |

| Included Subscription Features   |          |        |   |        |        |
|--|----------|--------|---|--------|--------|
| <b>Active Directory User Integration</b><br>Create contacts in Regroup through an integration with Microsoft Active Directory.       | Included | \$0.00 | 3 | \$0.00 | \$0.00 |
| <b>Custom Field User Import Tool</b><br>The ability to populate and maintain groups based on custom fields set at the network level. | Included | \$0.00 | 3 | \$0.00 | \$0.00 |
| <b>Custom Web Embed and Branding</b><br>Allow for website personalization.   | Included | \$0.00 | 3 | \$0.00 | \$0.00 |
| <b>Database Integration - .csv Import</b><br>Database Integration is done with a secure FTP (SFTP) for .csv file uploads.            | Included | \$0.00 | 3 | \$0.00 | \$0.00 |



# Subscription Agreement

| Feature   | Included | Cost   | Quantity | Line Total | Total         |
|---|----------|--------|----------|------------|---------------|
| <b>Form Templates</b><br>Allows user to create fields and a list variables to be chosen from drop down menu   | Included | \$0.00 | 3        | \$0.00     | \$0.00        |
| <b>Mapping Interface - Geo targeted messaging</b><br>Clients have the ability to send notifications based on the location of the recipients with our Geo-Targeting option based on their address and not on them having the mobile app. | Included | \$0.00 | 3        | \$0.00     | \$0.00        |
| <b>Regroup Mobile - End User</b><br>Allows recipients and non-administrative users to receive messages within native iOS and Android apps.  | Included | \$0.00 | 3        | \$0.00     | \$0.00        |
| <b>Regroup Mobile - Manager</b><br>Allows admins to send/receive messages from iOS and Android mobile devices and phones.   | Included | \$0.00 | 3        | \$0.00     | \$0.00        |
| <b>Single Sign On - SAML</b><br>Enables Security Assertion Markup Language (SAML) Single Sign-On on your Regroup network. Includes ADFS 2.0, OKTA and Shibboleth.   | Included | \$0.00 | 3        | \$0.00     | \$0.00        |
| <b>Text-to-join/QR Code Opt-In for Residents</b><br>Allows temp contacts to receive messaging   | Included | \$0.00 | 3        | \$0.00     | \$0.00        |
|   |          |        |          |            | <b>\$0.00</b> |
| Premium Features  |          |        |          |            |               |
| <b>Mobile - Panic Alert</b><br>Allows employees to trigger notifications via custom prebuilt workflow   | Annual   | \$0.00 | 3        | \$0.00     | \$0.00        |
| <b>Post Auto-Translation Feature</b><br>Regroup's Post Auto-Translation feature allows message recipients to receive and read posts in the language of their choice.  | Annual   | \$0.00 | 3        | \$0.00     | \$0.00        |
| <b>Responsive SMS Polling</b><br>2 way interactive polling  | Annual   | \$0.00 | 3        | \$0.00     | \$0.00        |
| <b>Regroup Survey Builder</b><br>Allows for custom surveys to be built, sent and tracked  | Annual   | \$0.00 | 3        | \$0.00     | \$0.00        |
| <b>SMS Auto-Retry</b><br>Automated retry based on reply or delivery confirmation  | Annual   | \$0.00 | 3        | \$0.00     | \$0.00        |



# Subscription Agreement

|  |                              |          |   |              |                    |
|--|------------------------------|----------|---|--------------|--------------------|
| <b>Tipsafe Message-In via End -User</b><br>Allows end users to report incidents. Protects the identify of the sender by allowing the sender to remain anonymous. | Annual                       | \$0.00   | 3 | \$0.00       | \$0.00             |
| <b>\$0.00</b>  |                              |          |   |              |                    |
|  | <b>Professional Services</b> |          |   |              |                    |
| <b>Unlimited Support &amp; Maintenance</b>   | Included                     | \$0.00   | 3 | \$0.00       | \$0.00             |
| <b>Unlimited Training</b>  | Included                     | \$0.00   | 3 | \$0.00       | \$0.00             |
| <b>Implementation Fee</b>  | One-Time                     | \$500.00 | 1 | -\$500.00    | \$0.00             |
|  |                              |          |   |              | <b>\$0.00</b>      |
|  |                              |          |   | <b>Total</b> | <b>\$30,000.00</b> |



# Subscription Agreement

## B. Terms

1. Initial Term: The Initial Term shall be three (3) years following the effective date.
2. Implementation Date: TBD
3. Start of Term / Effective Date: Upon Signature
4. Invoice Date: Upon Signature

## Ba. Payment Terms

1. Fayette County, PA shall be invoiced according to the following schedule
2. All initial and subsequent payments shall be due on Net 30 terms. Unless otherwise specified, all dollars (\$) are United States currency.

## Bb. Contacts & Messages

1. SMS and TTS messaging shall be limited to 375,000 SMS & Voice messages annually.
2. With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

## C. Renewal Terms

1. At the end of the current agreement, Regroup will provide Fayette County, PA with an option to renew subscription on an annual basis at a mutually agreed upon cost. The notice will be provided 90 days prior to the expiration of the current agreement.
2. Renewal increase will be limited to 3.5% annually.

## D. Acceptance and Authorization

The terms and conditions of the Regroup Terms of Use and Privacy Policy, which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer: Fayette County, PA

Accepted by: Regroup Mass Notification



## Subscription Agreement

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Sarah Bergstrom \_\_\_\_\_  
Title: CFO \_\_\_\_\_  
Date: \_\_\_\_\_

## Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: January 1, 2026

The parties to this Base Contract are the following:

| <b>PARTY A</b><br>Trillium Transportation Fuels, LLC  | <b>PARTY NAME</b>  | <b>PARTY B</b><br>County of Fayette dba "FACT"<br>Fayette Area Coordinated Transportation  |
|---|--|--|
| 2929 Allen Parkway, Suite 4100<br>Houston, TX 77019   | <b>ADDRESS</b>   | 825 Airport Road<br>Lemont Furnace, PA 15456   |
| <a href="http://www.Trilliumenergy.com">www.Trilliumenergy.com</a>  | <b>BUSINESS WEBSITE</b>  | <a href="http://www.hs.fayette.org">www.hs.fayette.org</a>   |
|   | <b>CONTRACT NUMBER</b>   |  |
|   | <b>D-U-N-S® NUMBER</b>   |  |
| <input checked="" type="checkbox"/> US FEDERAL: 45-3116171<br><input type="checkbox"/> OTHER:<br>Delaware   | <b>TAX ID NUMBERS</b>  | <input checked="" type="checkbox"/> US FEDERAL: 25-6001029<br><input type="checkbox"/> OTHER:<br>Pennsylvania  |
| <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC<br><input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership<br><input type="checkbox"/> LLP <input type="checkbox"/> Other: _____ | <b>COMPANY TYPE</b>  | <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC<br><input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership<br><input type="checkbox"/> LLP <input checked="" type="checkbox"/> Other: Authority |
|   | <b>GUARANTOR<br/>(IF APPLICABLE)</b>   |  |
| <b>CONTACT INFORMATION</b>  |  |  |
| <b>ATTN:</b> Charles Love<br><b>TEL#:</b> (405) 627-1415 <b>FAX#:</b> 713-354-5316<br><b>EMAIL:</b> <a href="mailto:Charles.Love@Loves.com">Charles.Love@Loves.com</a>  | <input type="checkbox"/> COMMERCIAL  | <b>ATTN:</b> Cristie Pillar<br><b>TEL#:</b> (724) 628-7433 Ext <b>FAX#:</b><br><b>EMAIL:</b> <a href="mailto:cpillar@hs.fayette.org">cpillar@hs.fayette.org</a>  |
| <b>ATTN:</b> Adam Tsung<br><b>TEL#:</b> (346) 3977076 <b>FAX#:</b> (713) 354-5316<br><b>EMAIL:</b> <a href="mailto:adam.tsung@loves.com">adam.tsung@loves.com</a>   | <input type="checkbox"/> SCHEDULING  | <b>ATTN:</b> Cristie Pillar<br><b>TEL#:</b> (724) 628-7433 Ext <b>FAX#:</b><br><b>EMAIL:</b> <a href="mailto:cpillar@hs.fayette.org">cpillar@hs.fayette.org</a>  |
| <b>ATTN:</b> Morris Colle<br><b>TEL#:</b> 405-302-6793 <b>FAX#:</b> 713-354-5316<br><b>EMAIL:</b> <a href="mailto:morris.colle@musketcorp.com">morris.colle@musketcorp.com</a>  | <input type="checkbox"/> CONTRACT AND<br>LEGAL NOTICES   | <b>ATTN:</b> Cristie Pillar<br><b>TEL#:</b> (724) 628-7433 Ext <b>FAX#:</b><br><b>EMAIL:</b> <a href="mailto:cpillar@hs.fayette.org">cpillar@hs.fayette.org</a>  |
| <b>ATTN:</b> Claudio Rubio<br><b>TEL#:</b> 405-463-8793 <b>FAX#:</b> 713-354-5316<br><b>EMAIL:</b> <a href="mailto:Cl经济.Rubio@Loves.com">Cl经济.Rubio@Loves.com</a>   | <input type="checkbox"/> CREDIT  | <b>ATTN:</b> Cristie Pillar<br><b>TEL#:</b> (724) 628-7433 Ext <b>FAX#:</b><br><b>EMAIL:</b> <a href="mailto:cpillar@hs.fayette.org">cpillar@hs.fayette.org</a>  |
| <b>ATTN:</b> Adam Tsung<br><b>TEL#:</b> (346) 3977076 <b>FAX#:</b> (713) 354-5316<br><b>EMAIL:</b> <a href="mailto:TrilliumRNGOps@trilliumenergy.com.com">TrilliumRNGOps@trilliumenergy.com.com</a>                                     | <input type="checkbox"/> TRANSACTION<br>CONFIRMATIONS  | <b>ATTN:</b> Cristie Pillar<br><b>TEL#:</b> (724) 628-7433 Ext <b>FAX#:</b><br><b>EMAIL:</b> <a href="mailto:cpillar@hs.fayette.org">cpillar@hs.fayette.org</a>  |
| <b>ACCOUNTING INFORMATION</b>   |  |  |
| <b>ATTN:</b> Accounts Payable<br><b>TEL#:</b> 713-332-5726 <b>FAX#:</b> 713-354-5357<br><b>EMAIL:</b> <a href="mailto:TrilliumCNG-AP@Trilliumenergy.com">TrilliumCNG-AP@Trilliumenergy.com</a>  | <input type="checkbox"/> INVOICES<br><input type="checkbox"/> PAYMENTS<br><input type="checkbox"/> SETTLEMENTS | <b>ATTN:</b> Cristie Pillar<br><b>TEL#:</b> (724) 628-7433 Ext <b>FAX#:</b><br><b>EMAIL:</b> <a href="mailto:cpillar@hs.fayette.org">cpillar@hs.fayette.org</a>  |
| <b>BANK:</b><br><b>ABA:</b> <b>ACCT:</b><br><b>OTHER DETAILS:</b>   | <b>WIRE TRANSFER<br/>NUMBERS<br/>(IF APPLICABLE)</b>   | <b>BANK:</b><br><b>ABA:</b> <b>ACCT:</b><br><b>OTHER DETAILS:</b>  |
| <b>BANK:</b><br><b>ABA:</b> <b>ACCT:</b><br><b>OTHER DETAILS:</b>   | <b>ACH NUMBERS<br/>(IF APPLICABLE)</b>   | <b>BANK:</b><br><b>ABA:</b> <b>ACCT:</b><br><b>OTHER DETAILS:</b>  |
| <b>ATTN:</b><br><b>ADDRESS:</b>   | <b>CHECKS<br/>(IF APPLICABLE)</b>  | <b>ATTN:</b> Cristie Pillar / Accounts Receivable<br><b>ADDRESS:</b> 825 Airport Road<br>Lemont Furnace, PA 15456  |

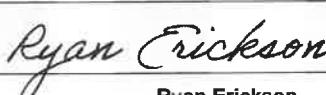
## Base Contract for Sale and Purchase of Natural Gas

- (Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

|   |  |  |  |
|---|--|--|--|
| <b>Section 1.2</b><br>Transaction Procedure   | <input type="checkbox"/> Oral (default)<br>OR<br><input checked="" type="checkbox"/> Written   | <b>Section 10.2</b><br>Additional Events of Default  | <input checked="" type="checkbox"/> No Additional Events of Default (default)<br><input type="checkbox"/> Indebtedness Cross Default<br><input type="checkbox"/> Party A: _____<br><input type="checkbox"/> Party B: _____<br><input type="checkbox"/> Transactional Cross Default |
| <b>Section 2.7</b><br>Confirm Deadline  | <input checked="" type="checkbox"/> 2 Business Days after receipt (default)<br>OR<br><input type="checkbox"/> _____ Business Days after receipt                                    |  |  |
| <b>Section 2.8</b><br>Confirming Party  | <input checked="" type="checkbox"/> Seller (default)<br>OR<br><input type="checkbox"/> Buyer   |  |  |
| <b>Section 3.2</b><br>Performance Obligation  | <input checked="" type="checkbox"/> Cover Standard (default)<br>OR<br><input type="checkbox"/> Spot Price Standard   | <b>Section 10.3.1</b><br>Early Termination Damages   | <input checked="" type="checkbox"/> Early Termination Damages Apply (default)<br>OR<br><input type="checkbox"/> Early Termination Damages Do Not Apply   |
| <b>Note: The following Spot Price Publication applies to both of the immediately preceding.</b> |  | <b>Section 10.3.2</b><br>Other Agreement Setoffs   |  |
| <b>Section 2.31</b><br>Spot Price Publication   | <input checked="" type="checkbox"/> Gas Daily Midpoint (default)<br>OR<br><input type="checkbox"/> _____   | <input checked="" type="checkbox"/> Bilateral (default)<br><input type="checkbox"/> Triangular | OR<br><input type="checkbox"/> Other Agreement Setoffs Do Not Apply  |
| <b>Section 6</b><br>Taxes   | <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default)<br>OR<br><input type="checkbox"/> Seller Pays Before and At Delivery Point                    |  |  |
| <b>Section 7.2</b><br>Payment Date  | <input checked="" type="checkbox"/> 25 <sup>th</sup> Day of Month following Month of delivery (default)<br>OR<br><input type="checkbox"/> Day of Month following Month of delivery | <b>Section 15.5</b><br>Choice Of Law   | Pennsylvania   |
| <b>Section 7.2</b><br>Method of Payment   | <input type="checkbox"/> Wire transfer (default)<br><input type="checkbox"/> Automated Clearinghouse Credit (ACH)<br><input checked="" type="checkbox"/> Check                     | <b>Section 15.10</b><br>Confidentiality  | <input checked="" type="checkbox"/> Confidentiality applies (default)<br>OR<br><input type="checkbox"/> Confidentiality does not apply   |
| <b>Section 7.7</b><br>Netting   | <input checked="" type="checkbox"/> Netting applies (default)<br>OR<br><input type="checkbox"/> Netting does not apply   |  |  |
| X Special Provisions Number of sheets attached: 6<br>X Addendum(s): Biogas Addendum             |  |  |  |

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

|  |                      |                   |   |  |
|--|----------------------|-------------------|---|--|
| <b>Trillium Transportation Fuels, LLC</b>  |                      | <b>PARTY NAME</b> | <b>County of Fayette dba<br/>Fayette Area Coordinated Transportation</b>      |  |
| By:<br> | <b>Ryan Erickson</b> | <b>SIGNATURE</b>  | By:<br><b>Rudy Dutko</b>  |  |
| <b>Ryan Erickson</b><br>Vice President   | <b>PRINTED NAME</b>  | <b>TITLE</b>      | <b>Executive Director</b><br><b>County of Fayette, Board of Commissioners</b> |  |

# General Terms and Conditions

## Base Contract for Sale and Purchase of Natural Gas

### SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

**The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.**

#### Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

#### Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

### SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.

2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.

2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.

2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.

2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.

2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.

2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.

2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.

2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.

2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

### SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

| <b>The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.</b> |  |  |
|--|--|--|
| <b>Cover Standard:</b>   |  |  |
| 3.2.   | The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated. |  |
| <b>Spot Price Standard:</b>  |  |  |
| 3.2.   | The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity  |  |

and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

## SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

## SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

## SECTION 6. TAXES

**The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.**

### **Buyer Pays At and After Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

### **Seller Pays Before and At Delivery Point:**

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

## SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

## SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

## SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or (ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

**The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.**

### **Early Termination Damages Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

### **Early Termination Damages Do Not Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all

other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

**The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.**

**Other Agreement Setoffs Apply:**

**Bilateral Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

**Triangular Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

**Other Agreement Setoffs Do Not Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## **SECTION 11. FORCE MAJEURE**

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by

Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

## SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

## SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

## SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

**DISCLAIMER:** The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A

|   |  |   |
|---|--|---|
|   | Date: _____, _____<br>Transaction Confirmation #: _____  |   |
| <p>This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.</p> |  |   |
| <p><b>SELLER:</b><br/>_____<br/>Attn: _____<br/>Phone: _____<br/>Fax: _____<br/>Base Contract No. _____<br/>Transporter: _____<br/>Transporter Contract Number: _____</p>   | <p><b>BUYER:</b><br/>_____<br/>Attn: _____<br/>Phone: _____<br/>Fax: _____<br/>Base Contract No. _____<br/>Transporter: _____<br/>Transporter Contract Number: _____</p>   |   |
| <p>Contract Price: \$ _____ /MMBtu or _____</p>   |  |   |
| <p>Delivery Period: Begin: _____, _____ End: _____, _____</p>   |  |   |
| <p><b>Performance Obligation and Contract Quantity:</b> (Select One)</p>  |  |   |
| <p><b>Firm (Fixed Quantity):</b><br/>_____ MMBtus/day<br/><input type="checkbox"/> EFP</p>  | <p><b>Firm (Variable Quantity):</b><br/>_____ MMBtus/day Minimum<br/>_____ MMBtus/day Maximum<br/>subject to Section 4.2. at election of<br/><input type="checkbox"/> Buyer or <input type="checkbox"/> Seller</p> | <p><b>Interruptible:</b><br/>Up to _____ MMBtus/day</p> |
| <p><b>Delivery Point(s):</b> _____<br/>(If a pooling point is used, list a specific geographic and pipeline location):</p>  |  |   |
| <p><b>Special Conditions:</b><br/>_____<br/>_____<br/>_____</p>   |  |   |
| <p>Seller: _____<br/>By: _____<br/>Title: _____<br/>Date: _____</p>   | <p>Buyer: _____<br/>By: _____<br/>Title: _____<br/>Date: _____</p>   |   |

**SPECIAL PROVISIONS TO  
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**  
by and between  
**Trillium Transportation Fuels, LLC (“Party A”) and**  
**County of Fayette dba Fayette Area Coordinated Transportation (“Party B”)**

These Special Provisions (“Special Provisions”) amend the North American Energy Standards Board, Inc. (“NAESB”) Base Contract for Sale and Purchase of Natural Gas and its accompanying General Terms and Conditions, as published September 5, 2006 (the “Base Contract”). The Base Contract, together with these Special Provisions, the Addendum (as defined below), any Transaction Confirmation(s) and any Credit Support form a single agreement between the parties, collectively, the “Contract”. Except as amended in these Special Provisions, the Base Contract and the General Terms and Conditions remain in full force and effect. All capitalized terms not otherwise defined in these Special Provisions have the meaning set out in the Base Contract.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions to the Base Contract.

**It is understood and acknowledged that each Party may act as either a Seller or Buyer in Transaction Confirmations issued pursuant to the Base Contract.**

#### **Section 1.4**

The following is added to the last sentence of Section 1.4 “However, nothing herein shall be construed as a waiver of any objection to the admissibility of such evidence.”

#### **Section 2. Definitions**

The definition of “Contract” in Section 2.9 shall be deleted in its entirety and the following substituted in lieu thereof:

“Contract” shall mean the legally-binding relationship established by (i) the Base Contract including any Special Provisions thereto, (ii) any and all binding Transaction Confirmations, (iii) any and all Biogas Addendums (the “Addendum”),

The definition of “Payment Date” in Section 2.27 shall be deleted and replaced with the following:

“Payment Date” shall mean a date, as indicated on the Base Contract, on or before which payment is due from one party to the other as set forth in Section 7.”

Add the following at the end of Section 2:

“2.36 “Applicable Law” means any federal, state, tribal or local law, statute, regulation, code, ordinance, license, permit, compliance requirement, decision, order, writ, injunction, directive, judgment, policy, decree, including any judicial or administrative interpretations thereof, or

any agreement, concession or arrangement with any governmental authority, applicable to either party or either party's performance under a Transaction Confirmation, and any amendments or modifications to the foregoing.

“2.37 “Commercially Reasonable” means any standard or prevalent practice or procedure frequently practiced among counterparties transacting under similar circumstances for the purchase and sale of natural gas or Biogas in the United States.

## **Section 7.6**

The third sentence of section 7.6 is deleted and replaced with the following: “All requests made by Buyer to adjust, audit, or correct any billing(s) or payment must be made in writing with adequate explanation and/or documentation, within two years after the Month of Gas Delivery.”

## **Section 8. Title, Warranty, and Indemnity**

## **Section 8.3**

Add “To the extent permitted by law” to the beginning of the last sentence.

## **Section 10. Financial Responsibility**

The following section shall be added to Section 10:

“10.8 In calculating early termination damages pursuant to Section 10.3.1, the Non-Defaulting Party may take into account its Costs incurred as a result of terminating, liquidating and accelerating transactions.”

## **Section 12. Term**

Delete Section 12 and replace it with the following:

““The term of this Agreement begins on January 1, 2026 and shall remain in full force and effect for an initial period of two (2) years (the “Initial Term”) Unless terminated in writing by either party not less than thirty (30) days prior to the expiration of the initial term, or any subsequent term, this Agreement shall automatically renew for successive one (1) year terms, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). Notwithstanding anything to the contrary, all terms and conditions of this Contract shall survive and govern until the full completion

of the transaction(s) memorialized in any Transaction Confirmation in effect on the date on which the initial term or any subsequent term of this Contract would otherwise terminate. The rights of either party pursuant to: (i) Section 7, (ii) Section 10, (iii) Section 13, (iv) Section 14, (v) Sections 15.10 and 15.17, (vi) the obligations to make payment hereunder, and (vii) the obligation of either party to indemnify the other pursuant hereto, shall survive the termination of the Base Contract or any transaction.”

## **Section 15. Miscellaneous**

Delete Section 15.3 in its entirety and replace it with the following:

“15.3 No waiver of any breach of this Contract, or delay, failure or refusal to exercise or enforce any rights under this Contract (including any rights to claim excused performance as a result of an event of Force Majeure), shall be held to be a waiver of any other or subsequent breach, or be construed as a waiver of any such right then existing or arising in the future.”

Section 15.10 is amended by (i) adding “or any financial information provided by a Party under the terms of this Contract” after “the terms of any transaction” in the second line; (ii) adding the words “and such party’s Affiliates” after the word “party” in the third line of such Section, (iii) adding the term “duly filed public information request,” to subsection (i) immediately after the word, “regulation,” and before the words, “or exchange rule”, and (iv) by adding the parenthetical “(excluding the name of the other party)” after the word “information” in subsection (v).

Add the following as new Section 15.13:

“15.13 This Contract shall be considered for all purposes as prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.”

Add the following as new Section 15.14:

“15.14 Each party will be deemed to represent to the other party each time a Transaction Confirmation is entered into that: (i) it is acting for its own account, and it has made its own independent decisions to enter that transaction and as to whether that transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary; (ii) it is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that transaction; it being understood that information and explanations related to the terms and conditions of a transaction shall not be considered investment advice or a recommendation to enter into that transaction; (iii) no communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that transaction; (iv) it is capable of assessing the merits (on its own behalf or through

independent professional advice), and understands and accepts, the terms, conditions and risks of that transaction; (v) it is capable of assuming, and assumes, the risks of that transaction; and (vi) the other party is not acting as a fiduciary for, or an advisor to, it in respect of the subject Transaction Confirmation.”

Add the following as new Section 15.15:

“15.15 The parties covenant and agree to comply with all Applicable Laws associated with any Transaction Confirmation.”

Add the following as new Section 15.16:

Should any transporter (Interstate pipeline, intrastate pipeline, distribution company or other entity whose performance is required to effectuate deliveries of gas to Buyer) upstream of the Buyer's facility(s) issue or declare an Operational Flow Order, including but not limited to orders or notices of curtailments and/or constraints, Critical Gas Day, Force Majeure, or any restriction or similar event, then Buyer must notify Seller concerning the extent of the event and an estimate of the amount of gas Buyer will consume during the event. Such notice will be made immediately to Seller after the receipt of any such notice by Buyer. Seller will use commercially reasonable efforts to advise Buyer of any Operational Flow Orders, including curtailments and/or constraints, of which it becomes aware. Seller will use commercially reasonable efforts to deliver Buyer's estimated quantity or a portion thereof.

Add the following as new Section 15.17:

“15.17. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Ohio and of the United States District Courts located in the County of Franklin for any lawsuits, actions or other proceedings arising out of or relating to this Contract and agree not to commence any such lawsuit, action or other proceeding except in such courts. The parties further agree that service of any process, summons, notice or document by mail to each party's address set forth above shall be effective service of process for any lawsuit, action or other proceeding brought against such party in any such court. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE (I) ANY OBJECTION TO THE LAYING OF VENUE OF ANY LAWSUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND (II) THE DEFENSE OF AN INCONVENIENT FORUM.”

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the person with direct responsibility for the administration of this Contract. Within five (5) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response

shall summarize the party's position and its support for the position stated. The notice shall also identify the executive for the party who will be responsible for the representation and potential resolution of the matter which is the subject of the notice. Within ten (10) days after the delivery of the notice, the executives of both parties shall confer in person or telephonically in an attempt to resolve the dispute. The parties shall cooperate in good faith to accomplish a resolution.

All negotiations are confidential and shall be treated as compromise and settlement negotiations under the Federal Rules of Evidence or any similar applicable rules of evidence. If the parties are unable to or do not agree to resolve the Dispute after the meeting, such Dispute shall be resolved in the courts of the State of Ohio and of the United States District Courts located in the County of Franklin."

The parties represent and warrant that the General Terms and Conditions of the Base Contract have not been modified, altered, or amended in any respect except for (i) these Special Provisions and (ii) as explicitly set forth in any applicable Transaction Confirmation.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused these Special Provisions to be duly executed as of the Effective Date.

**SELLER**

**Trillium Transportation Fuels, LLC**

By:



Name: Ryan Erickson

Title: Vice President

**BUYER**

**County of Fayette dba**

**Fayette Area Coordinated Transportation**

By:

Name: Rudy Dutko

Title: Executive Director, County of Fayette  
Board of Commissioners

## BIOGAS ADDENDUM – VEHICLE FUEL

This Biogas Addendum (this “**Addendum**”) is made and entered into effective as of January 1, 2026 (the “**Effective Date**”), by and between **Trillium Transportation Fuels, LLC**, a Delaware limited liability company (“**Trillium**” or “**Seller**”), and **County of Fayette dba Fayette Area Coordinated Transportation** (“**Buyer**”) and Trillium may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

WHEREAS, Trillium and (company) are parties to that certain NAESB Base Contract for Sale and Purchase of Natural Gas, and Special Provisions thereto, dated concurrent with the Effective Date of this Addendum (the “**Base Contract**”); and

WHEREAS, the Parties intend to enter into one or more Transaction Confirmations pursuant to the Base Contract and this Addendum setting forth specific terms and conditions of a purchase and sale of Biogas, Gas and/or Green Attributes (“**Transaction(s)**”).

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth hereinafter, the sufficiency of such consideration being acknowledged by the Parties, the Parties hereby agree as follows:

### ARTICLE I. DEFINITIONS

1.1. **Definitions.** The following terms when used in this Addendum will have the meanings set forth below. Capitalized terms used in this Addendum but not defined herein are as defined in the Base Contract.

“**Addendum**” has the meaning set forth in the Preamble.

“**Advanced Biofuel**” has the meaning set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012)), as may be amended from time to time.

“**Applicable Law**” means any foreign, federal, state, tribal or local law, statute, regulation, code, ordinance, license, permit, compliance requirement, decision, order, writ, injunction, directive, judgement, policy, decree, including any judicial or administrative interpretations thereof, or any agreement, concession, or arrangement with any governmental authority, applicable to either Party or either Party’s performance hereunder, and any amendments or modifications to the foregoing.

“**Alternative Fuel**” means any transportation fuel that is not California reformulated gasoline or a diesel fuel, including but not limited to, those fuels specified in the Low Carbon Fuel Standard.

“**Base Contract**” has the meaning set forth in the Recitals.

“**Baseline Lifecycle Greenhouse Gas Emissions**” means the average Lifecycle Greenhouse Gas Emissions for gasoline or diesel (whichever is being replaced by the renewable fuel) sold or distributed as transportation fuel in 2005, as determined under the EPA RFS program.

“**Biogas**” means pipeline quality Gas derived from the decomposition of organic matter that meets the eligibility requirements of each Green Attribute Program specified in any Transaction Confirmation issued

under the Base Contract. Without limiting the generality of the foregoing, EPA RFS eligibility requirements include being an Advanced Biofuel or Cellulosic Biofuel, and CARB LCFS eligibility requirements include being an Alternative Fuel.

**“Biogas Price”** has the meaning set forth in a Transaction Confirmation.

**“CARB”** means the California Air Resources Board or its successor agency.

**“Cellulosic Biofuel”** means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has Lifecycle Greenhouse Gas Emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas Emissions, as it may be amended from time to time under the EPA RFS program.

**“Change in Law”** means an action imposed by a Governmental Authority requiring compliance occurring or promulgated after the Effective Date, including, without limitation, any Applicable Law, a court order, ruling, law, statute, ordinance, rule, regulation or policy having the effect of law, or any change to Applicable Laws, orders, rulings, laws, statutes, ordinances, rules, regulations or policies having the effect of law existing as of the Effective Date that occurs or is promulgated after the Effective Date.

**“Claims”** has the meaning set forth in Section 2.5.1 of this Addendum.

**“CNG”** shall mean Compressed Natural Gas dispensed into vehicles at the CNG Stations for the purpose of use as a motor vehicle fuel.

**“CNG Stations”** has the meaning set forth in a Transaction Confirmation.

**“Contract”** shall mean collectively the Base Contract, Addendum and Transaction Confirmation.

**“Contract Price”** has the meaning set forth in a Transaction Confirmation.

**“Contract Year”** means each three hundred and sixty-five (365) Day period (or three hundred sixty-six (366) Day period in the event of a leap year) during the Delivery Period.

**“Delivery Point(s)”** for purposes of all transactions between the Parties under the Base Contract, the locations agreed upon in writing by the Parties in an executed Transaction Confirmation.

**“Disqualified Biogas”** means Gas that was believed to be Biogas upon delivery to the Delivery Point(s) but subsequently becomes disqualified as Biogas by a Governmental Authority based upon the Biogas allegedly or actually failing to satisfy the requirements of the EPA RFS and the CARB LCFS.

**“Effective Date”** has the meaning set forth in the Preamble to this Addendum.

**“EPA”** means the United States Environmental Protection Agency or its successor agency.

**“EPA Renewable Fuels Standard”** or **“EPA RFS”** means the renewable energy program and policies established by the EPA as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 14,670 (March 26, 2010), and which became effective on July 1, 2010 as may be amended from time to time.

**“Gas Price”** has the meaning set forth in a Transaction Confirmation.

**“Governmental Authority”** means any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority. Governmental Authority includes, without limitation, the EPA, CARB and the California Public Utilities Commission or their respective successor agencies.

**“Green Attributes”** means all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, including Lifecycle Greenhouse Gas Emissions, attributable to the use of Biogas and its displacement of fossil fuels and including but not limited to RINs and LCFS Credits as recognized by applicable regulatory or statutory authority.

**“Green Attributes Price”** has the meaning set forth in a Transaction Confirmation.

**“Green Attribute Program”** means, generally, a federal, state or local program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., U.S. federal, state, or local agencies), or non-governmental agency from time to time including without limitation the RFS and LCFS. A Green Attribute Program specifically applicable to the Biogas delivered under a Transaction Confirmation shall be that specified, as the context requires, in such Transaction Confirmation.

**“Greenhouse Gas”** means carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions, including any Green Attribute Program, that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric ton of carbon dioxide equivalent.

**“Incremental LCFS Credits”** has the meaning set forth in a Transaction Confirmation.

**“Invalidation Event”** means an occurrence whereby any RINs or LCFS Credit generated from Biogas dispensed as Vehicle Fuel are determined to be invalidated or disqualified by the EPA or CARB for any reason.

**“LCFS Spot Price”** as referred to in Section 3.2 of the Base Contract shall mean the Argus California LCFS Price for the applicable Calendar Quarter of Biogas delivery. If there is no Argus California LCFS Price published on a relevant Day, then the LCFS Spot Price shall mean the price for the first Day for which an Argus California LCFS Price is published that follows the relevant Day.

**“Lifecycle Greenhouse Gas Emissions”** means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA or CARB, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all Greenhouse Gases are adjusted to account for their relative global warming potential.

**“Low Carbon Fuel Standard” or “LCFS”** means the policies established under the California Low Carbon Fuel Standard regulations (Cal. Code Regs. tit. 17, §§ 95480 et seq.) applying to any transportation fuel that is sold, supplied, or offered for sale in California.

**“Low Carbon Fuel Standard Credits” or “LCFS Credits”** means credits generated and traded under (a) CARB’s LCFS, with each credit equal to one metric ton of carbon dioxide reductions as compared to the baseline carbon dioxide emissions under the LCFS, or (b) subject to the Parties first so agreeing in writing, another Green Attribute Program that is based on, or similar to, the CARB LCFS model. **“Month”** shall mean the period beginning on the first day of the calendar month and ending immediately prior to the commencement of the first day of the next calendar month.

**“New Tax”** means any governmental charges, licenses, fees, taxes (including, income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, net worth, employment, occupation, payroll, withholding, social security, alternative or add-on minimum, ad valorem, transfer, stamp, or environmental), duties, and like assessments of any kind or character, imposed by a Governmental Authority after the Effective Date, or increases in the foregoing as they exist as of the Effective Date.

**“Party” or “Parties”** has the meaning set forth in the Preamble.

**“Product Transfer Document” or “PTD”** means the commercial document where renewable fuel and RIN ownership are transferred between Parties, and are required to contain specific RIN identifying information to ensure transaction matching occurs in EMTS.

**“Qualified Replacements”** means such replacement LCFS Credits or RINs that are consistent in all other material characteristics to invalidated or disqualified RINs or LCFS Credits, or RINs or LCFS Credits that were not generated due to the non-performance of a Party, including but not limited to the compliance year or vintage of such invalidated or disqualified LCFS Credits or RINs, D-code, QAP Certification based on a specific QAP certifying entity, and any other relevant characteristic as may be reasonably specified by the Non-Defaulting Party.

**“Regulatory Event”** means a Change in Law the non-occurrence of which is a basic assumption on which a Transaction has been made, and which has a material adverse effect on future transactions between the Parties taken as a whole, the national markets for Biogas and Green Attributes, or that otherwise renders performance by a Party of its obligations under a Transaction illegal or impossible, or prohibits Party from purchasing Biogas due to a Change in Law. Regulatory Events include, but are not limited to, permanent market rate caps, the repeal of the RFS or LCFS, the disqualification of Biogas from eligibility to generate Green Attributes under the RFS or LCFS, multi-state or national prohibitions on the use of Biogas as a motor vehicle fuel, or any such event that makes operation of a project or the sale of Biogas or Green Attributes illegal. Notwithstanding the foregoing, Regulatory Events shall not include (i) a Governmental Authority disallowing, in whole or in part, the pass through of costs in a transaction under the Base Contract, (ii) the imposition of New Taxes, (iii) any requirement to procure a new permit, license or other governmental authorizations (unless a Party is ineligible and cannot procure the same within a reasonable period of time using commercially reasonable efforts), (iv) any EPA rulemaking relating to the setting of renewable fuel volume obligations or standards under the RFS, including by way of a reset of renewable fuel volume obligations by EPA, or any delay of an EPA rulemaking relating to the setting of renewable fuel volume obligations or standards, (v) any revision to the pricing formula for cellulosic waiver credits under the RFS, (vi) any change in the point of obligation under the RFS program, (vii) any EPA rulemaking relating to the rules for RIN carry forwards, (viii) any change in compliance procedures in

respect of the generation, trading or retirement of RINs, (ix) any approvals by CARB of new pathways under the LCFS program, (x) any amendments by CARB to the carbon intensity ascribed to any fuel, (xi) any amendments to the LCFS program carbon intensity requirements, (xii) any change in the point of obligation under the LCFS program; and (xiii) any change in the credit clearance market price, or such other comparable buy-out price as may be set in any alternative cost containment mechanism promulgated by CARB in the future, wherein such price is set above \$100/ton of CO<sub>2</sub>.

“**Regulatory Event Notice to Terminate**” has the meaning set forth in Section 2.6.1 of this Addendum.

“**RIN**” means a “renewable identification number,” which is a serial number assigned to a batch of cellulosic biofuel for the purpose of tracking its production, use and trading as required by the RFS and as may be amended and as administered by the EPA.

“**RIN Spot Price**” as referred to in Section 3.2 of the Base Contract shall mean the simple average of the daily Argus D3 RIN Price for the applicable Month of Biogas delivery. If there is no Argus D3 RIN Price for a particular Day, then the RIN Spot Price shall mean the price for the first Day for which an Argus D3 RIN Price is published that follows the relevant Day.

“**RIN Value**”, or “**D3 RIN Value**” means the product of (i) RIN Spot Price and (ii) the volumes of Biogas that were transferred by Seller to Buyer and dispensed by Buyer as a Vehicle Fuel using a conversion factor of 11.690 RINs per MMBtu, or as otherwise specified by the EPA during the Delivery Period.

“**Vehicle Fuel**” means compressed natural gas (CNG) or liquefied natural gas (LNG) derived from Biogas and used in transportation vehicles.

## **ARTICLE II.** **SPECIFIC TERMS OF PURCHASE AND SALE**

In addition to the terms and conditions set forth in the Base Contract and any Transaction Confirmation, the following terms and conditions will govern the purchase and sale of Biogas.

2.1. Title to and Conveyance of Green Attributes Associated with Biogas. Seller represents, warrants and covenants to Buyer that (a) the Biogas delivered to Buyer under a Transaction Confirmation meets the pipeline specifications of the receiving transporter, and (b) the Biogas shall be delivered to Buyer in accordance with the requirements of the EPA RFS and/or LCFS in order to preserve the Green Attributes. The terms and conditions of Section 2.3.4 of this Addendum and Section 3.2 of the Base Contract shall govern any breach of the foregoing representations and warranties by Seller.

2.2. Daily Biogas Nominations. If the receiving transporter requires daily nominations, Seller shall nominate to Buyer in writing (via electronic means) the volume of Biogas it anticipates delivering under a Transaction Confirmation to the Delivery Point on a given Day. Biogas quantities will be nominated ratably over the course of the Month but Seller will have the option to change daily nominations at the Delivery Point for any delivery Day during the Biogas Delivery Month so long as such nominations are made by Seller no later than required by the Receiving Transporter or if not specified, no later than by 8:00 am EST the day before the delivery Day. Weekend and holiday volumes will be nominated ratably over the Saturday-Monday or applicable period.

2.3. Adjustment for Disqualified Biogas. Each Party will promptly notify the other Party in the event that any Biogas subject to a Transaction Confirmation is determined by a Governmental Authority to be

Disqualified Biogas. Such notice shall include a copy of the official notice from the Governmental Authority and any documentation provided by the Governmental Authority in support of its determination.

2.3.1. Suspension of Future Deliveries. Upon such determination pursuant to Section 2.3 of this Addendum, either Party shall have the right, upon written notice to the other, to suspend deliveries or receipt of such Disqualified Biogas until such time as the conditions leading to such disqualification are remedied as validated by the appropriate Governmental Authorities, as evidenced in writing. Pursuant to Section 2.3.2 below, the Party whose performance is affected by the disqualification shall make a good faith effort to remedy the underlying causes of any disqualification, and if remedied, as determined by the appropriate Governmental Authority, promptly resume performance. If the Parties continue with transactions involving Disqualified Biogas, the provisions of the last sentence of Section 2.3.4 of this Addendum shall govern such transactions. If efforts to remedy the underlying causes of any disqualification under this Section 2.3.1, and any formal dispute initiation and resolution process described in Section 2.3.2, continues for 180 days in total and is not resolved, an Event of Default will be deemed to have occurred pursuant to Section 10.2 of the Base Contract, and the determination of fault described in Section 2.3.3 below and resulting calculation and obligation to pay Early Termination Damages, shall apply.

2.3.2. Disputes Regarding Disqualification. If either Party disputes such Governmental Authority's determination that Biogas is Disqualified Biogas, then the non-disputing Party may suspend such purchase and receipt, or delivery and sale of Biogas pursuant to Section 2.3.1 of this Addendum, and such non-disputing Party shall not be considered in breach of its Firm obligation as applicable to deliver and sell, or purchase and receive, Biogas during such suspension. The Parties shall then promptly and formally dispute such determination in accordance with Applicable Law. A subsequent determination by a Governmental Authority regarding the validity of the Disqualified Biogas, and whether such Disqualified Biogas is or is not Disqualified Biogas, shall be conclusive.

2.3.3. Invalidation Event Deemed Event of Default. If an Invalidation Event occurs as the direct or indirect fault of Buyer or Seller, such determination of fault to be based on information provided by the Governmental Authority that made the determination regarding such disqualification: (a) it shall be considered an "Event of Default" under Section 10.2 of the Base Contract for which the Party at fault is the Defaulting Party and (b) the Defaulting Party shall deliver to the Non-Defaulting Party Qualified Replacements (in an amount equal to the total volume of RINs or LCFS Credits that are affected by the Invalidation Event). In the event that Defaulting Party is unable or unwilling to procure such Qualified Replacements within thirty (30) days of the occurrence of the Invalidation Event, the Early Termination Damages and provisions for payment to the Non-Defaulting Party described in Section 10.3.1 of the Base Contract shall apply.

2.3.4. Disqualified Biogas that has Been Delivered and Sold. If Biogas sold by Seller and purchased by Buyer hereunder becomes Disqualified Biogas due to the actions, omissions or fault of Seller as described in Section 2.3.3 above, Seller shall either (i) procure Qualified Replacements and immediately deposit into Buyer's EMTS account with the EPA or LRT-CBTS with CARB, as applicable; or (ii) reimburse Buyer an amount equal to what would have been the Margin Share for the applicable quantity of Gas which is deemed to be Disqualified Biogas based upon the Green Attributes that would have been generated but for Seller's actions, omissions or fault. If Biogas sold by Seller and purchased by Buyer hereunder becomes Disqualified Biogas due to the actions, omissions or fault of Buyer, Buyer shall pay Seller an amount equal to the value of the Green Attributes less what would have been the Margin Share for the applicable quantity of Gas which is deemed to be Disqualified Biogas based upon the Green

Attributes that would have been generated but for Buyer's actions, omissions or fault. If the Parties continue with daily transactions in such Disqualified Biogas following such disqualification and acknowledge in writing that such sales are of Disqualified Biogas, the Contract Price for such Disqualified Biogas shall be deemed the Gas Price only and no other reimbursement or payment shall be due and owing.

2.4. Invoices; Netting. Notwithstanding Section 7.1 of the Base Contract, Seller shall be responsible for generating an itemized invoice for Biogas delivered and received by Buyer under a Transaction Confirmation in the preceding Month and for any other applicable charges (including, without limitation, any portion of the value of the Green Attributes based on RINs or LCFS Credits generated, or released from reserve, in the preceding Month for Biogas delivered in an earlier Month), providing supporting documentation acceptable in industry practice to support the amount charged, with Seller delivering the invoice and supporting documentation to Buyer on or before the fifteenth (15th) Day of the Month following the Month of delivery. Buyer shall pay to Seller the amount due under such invoice on or before the Payment Date and otherwise consistent with Section 7.2 of the Base Contract. Pursuant to Section 7.7 of the Base Contract, the Parties agree to net all undisputed amounts due and owing, and/or past due, arising under this Contract each Month in connection with Seller's invoicing pursuant to Section 7 of the Base Contract and this Section 2.4. Seller's invoices shall include the calculation of, and account for, such netting. If Buyer objects in good faith to such calculation, Buyer shall promptly notify Seller but in no event later than the Payment Date, and the provisions of Section 7.4 of the Base Contract shall apply.

2.5. Indemnifications. The obligations in this Section 2.5 are in addition to and not in lieu of any other indemnity or defense obligation set forth elsewhere in the Base Contract or this Addendum.

2.5.1. Seller. Seller agrees to indemnify, defend and save Buyer and its officers, directors, employees, members and affiliates harmless from all losses, liabilities, penalties, fines, charges or claims, including, without limitation, reasonable attorneys' fees and costs of court and of any kind or character arising out of any third-party claim (collectively, "**Claims**"), from any and all persons (including from Governmental Authorities), related to, or arising from or out of: (a) defects in title (including any liens or other encumbrances or charges thereon) to the Biogas or Green Attributes delivered to the Delivery Point, defects in registrations or attestations made or provided by Seller, or a breach of any other representations and warranties made by Seller concerning the Biogas delivered to the Delivery Point, including, without limitation, the quality thereof, unless such defects in quality are solely caused by Buyer or Receiving Transporter after the Delivery Point; (b) the transportation of the Biogas to the Delivery Point; (c) any Seller provided falsehood, misrepresentation, material inaccuracy or misleading statement in any supporting documentation (including, without limitation, registrations required in Section 2.1 of this Addendum) or any material attestation related to the eligibility or qualification of RINs or Low Carbon Fuel Standard Credits based on Biogas sold to Buyer under this Contract; (d) personal injury (including death) or property damage from said Biogas which occurred prior to title passing to Buyer at the Delivery Point; (e) Seller's negligence, willful misconduct or violation of law; or (f) Seller's breach of any representation, warranty, or covenant made by it in this Contract, unless an exclusive remedy is provided with respect to such breach in this Contract.

2.5.2. Buyer. Buyer agrees to indemnify, defend and save Seller and its officers, directors, employees, members and affiliates harmless from all **Claims**, from any and all persons (including Governmental Authorities), related to or arising from or out of: (a) any charges on Biogas which attach thereto after title passes to Buyer to the extent such **Claims** are not based upon (i) any breach by Seller of the Contract or (ii) any **Claim** for which Seller is obligated to indemnify Buyer pursuant to Section 2.5.1.

of this Addendum; (b) the transportation of Biogas at and after the Delivery Point; (c) any fraud, falsehood, misrepresentation, material inaccuracy or misleading statement in any supporting documentation prepared by Buyer or at Buyer's direction, including, without limitation, registrations, reports or any attestations related to the eligibility or qualification of RINs or Low Carbon Fuel Standard Credits based on Biogas purchased from Seller under the Transaction Confirmation to the extent such Claims are not based on breach by Seller of the Contract; (d) personal injury (including death) or property damage from said Biogas which occurred after title passes to Buyer to the extent such Claims are not based upon any breach by Seller of the Contract; (e) Buyer's negligence, willful misconduct or violation of law; and (f) Buyer's breach of any representation, warranty or covenant made by it in the Contract, unless an exclusive remedy is provided with respect to such breach in the Contract.

## 2.6. Regulatory Event.

2.6.1. Regulatory Event Notice to Terminate; Reformation. If a Regulatory Event occurs, a Party affected by the Regulatory Event may provide the other Party with no less than thirty (30) Business Days' notice of its intent to terminate the applicable Transaction Confirmation ("Regulatory Event Notice to Terminate"), along with the detailed rationale of the basis for asserting that a Regulatory Event has occurred. Following receipt of the Regulatory Event Notice to Terminate, during such thirty (30) Business Day period, the Parties shall use their commercially reasonable efforts to attempt to resolve the impact of the Regulatory Event on either or both Parties' ability to perform their obligations under the Transaction Confirmation and this Addendum or to reform the Transaction Confirmation and this Addendum so that the impact of the Regulatory Event is mitigated or eliminated while preserving, to the greatest extent practicable, the economic assumptions of the Parties as of the Effective Date; provided, however, neither Party shall be obligated to agree to a change in the Contract Price.

2.6.2. Failure to Reach Agreement. If a mutual agreement is not reached on how the Regulatory Event can be mitigated or eliminated, or on reformation of the Transaction Confirmation and this Addendum, within the thirty (30) Business Day period, and provided the Party receiving the Regulatory Event Notice to Terminate did not dispute whether a Regulatory Event has occurred by providing notice to the other Party within fifteen (15) Business Days after receipt of the Regulatory Event Notice to Terminate, the Transaction Confirmation and this Addendum will terminate immediately following the thirty (30) Business Day period. An Early Termination due to a Regulatory Event will not result in any Early Termination Damages or Net Settlement Amount and shall be deemed a no-fault termination of any Transaction Confirmation and this Addendum. If the Party receiving the Regulatory Event Notice to Terminate disputes that such a Regulatory Event has occurred, the Parties will resolve such dispute in accordance with Section 15.18 of the Base Contract.

2.6.3. If Biogas becomes Disqualified Biogas due to a Regulatory Event, this Section 2.6 shall take precedence over Section 2.3 of this Addendum and Section 10.2 of the Base Contract, and any termination relating thereto will be a no-fault termination rather than an Event of Default.

## ARTICLE III. MISCELLANEOUS

3.1.1. Entire Agreement; Amendments. The Base Contract (including any Special Provisions), this Addendum, and any Transaction Confirmations issued thereunder constitute the entire agreement between the Parties regarding the purchase by Buyer and sale by Seller of Biogas, and supersedes and

replaces any prior and contemporaneous communications, understandings and agreements between Seller and Buyer related to such subject matter, whether written or verbal, express or implied. No modification, amendment, supplementation or alteration of the terms and provisions of this Addendum will be or become effective except by written amendment executed by the duly authorized representative of both Parties.

3.1.2. Counterparts; Electronic Delivery. This Addendum, the Base Contract and any Transaction Confirmations may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. To the extent signed and delivered by means of a .PDF or other electronic transmission including DocuSign, this Addendum, the Base Contract and any Transaction Confirmations will be treated in all manner and respects as an original signature for all purposes and will be considered to have the same binding legal force and effect as if each were the manually-signed original thereof delivered in person.

3.1.3. Conflicting Terms. To the extent any terms and conditions set forth in this Addendum conflict with any terms set forth in the Base Contract, this Addendum will govern. With respect to any conflicts between a Transaction Confirmation signed by the Parties and this Addendum, the provisions of the Transaction Confirmation will govern.

(Signature page follows.)

IN WITNESS WHEREOF, and with the intent to be legally bound, the Parties hereto have caused this Addendum to be executed by their duly authorized officers or representatives as of the Effective Date.

**Trillium Transportation Fuels, LLC**

By: Ryan Erickson

Name: Ryan Erickson

Title: Vice President

**County of Fayette, dba Fayette Area Coordinated Transportation**

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

Name: Rudy Dutko

Title: Executive Director, o/b/o County of Fayette, Board of Commissioners

## EXHIBIT A: CREDIT GENERATION AND PAYMENT SCHEDULE

| CREDIT GENERATION AND PAYMENT SCHEDULE |   |                      |   |
|--|---|----------------------|---|
| January<br><b>Q1</b>                   | November RIN paid<br>December RIN generated | April<br><b>Q2</b>   | February RIN paid<br>March RIN generated    |
| February                               | December RIN paid<br>January RIN generated  | May                  | March RIN paid<br>April RIN generated       |
| March                                  | January RIN paid<br>February RIN Generated  | June                 | April RIN paid<br>May RIN generated         |
| July<br><b>Q3</b>                      | May RIN paid<br>June RIN generated          | October<br><b>Q4</b> | August RIN paid<br>September RIN generated  |
| August                                 | June RIN paid<br>July RIN generated         | November             | September RIN paid<br>October RIN generated |
| September                              | July RIN paid<br>August RIN generated       | December             | October RIN paid<br>November RIN generated  |

## TRANSACTION CONFIRMATION

Trillium Transportation Fuels, LLC

**Date:** January 1, 2026

**Contract:** NAESB Base Contract

**Confirmation Number:** TC 001 ("Brown Gas TC")

This Transaction Confirmation is subject to that certain NAESB Base Contract for Sale and Purchase of Natural Gas, including the Special Provisions and Biogas Addendum (collectively, the "Base Contract") dated January 1, 2026 (the "Effective Date"). The terms of this Transaction Confirmation are binding. Capitalized terms not otherwise defined in this Transaction Confirmation shall have the meaning given to them in the Base Contract. For purposes of this Transaction Confirmation, "Gas" shall mean natural gas meeting interstate pipeline specifications.

**SELLER:**

**County of Fayette dba Fayette Area Coordinated Transportation**  
825 Airport Road  
Lemont Furnace, PA 15456  
Attn: Cristie Pillar  
Phone: (724) 628-7433  
Email: [cpillar@hs.fayette.org](mailto:cpillar@hs.fayette.org)

**BUYER:**

**Trillium Transportation Fuels, LLC**  
2929 Allen Parkway, Suite 4100  
Houston, TX 77019  
Attn: Charles Love  
Phone (713) 332-4879  
Email: [Charles.Love@Loves.com](mailto:Charles.Love@Loves.com)

### I. Commercial Terms

**1. Contract Price:**

- (a) The Contract Price shall mean the price Seller pays the local natural gas distribution company for the delivered Gas (the "Gas Price"). Seller will use such local natural gas distribution company for Gas commodity and transportation services paying the taxes and fees as approved by the applicable Public Utilities Commission Tariff for such services.
- (b) The Contract Price shall be paid by Buyer and is calculated by multiplying the Contract Price by the quantity of Gas delivered by Seller to Buyer at the Delivery Point(s) (as measured in MMBtus).

**2. Delivery Period:**

Gas Daily Delivery

**Begin Date:** January 1, 2026

**End Date:** December 31, 2027

**Option Year 1 – January 1, 2028 to December 31, 2028**

**Option Year 2 – January 1, 2029 to December 31, 2029**

**Option Year 3 – January 1, 2030 to December 31, 2030**

The initial period will be for a period of two (2) years after the Effective Date. There will be three (3) one (1) year options which may be exercised at the sole discretion of Buyer following the review of updated percentage share provided by Seller. Buyer may exercise these renewals ninety (90) days prior to termination of this Transaction Confirmation. At least one-hundred, fifty (150) days prior to termination of this Transaction Confirmation, Seller shall provide Buyer an updated percentage share proposal for Buyer's review.

**3. Contract Quantity:**

Gas Quantity

Throughout the Delivery Period, Seller shall have a Firm obligation to sell and deliver to Buyer the equivalent quantity of Gas as set forth in the Biogas TC, and Buyer shall have a Firm obligation to take delivery of such Gas at the Delivery Point(s).

**4. Delivery Point(s):**

Buyer shall purchase Gas at Seller's CNG Stations:

1. 825 Airport Road, Lemont Furnace, PA 15456 / Columbia Gas of PA, CNG Meter 501222616

**II. Special Conditions**

1. **No Environmental Attributes.** The parties acknowledge and agree that the Gas that Seller sells and delivers and Buyer purchases and receives under this Transaction Confirmation does not have any Green Attributes.
2. **Representations by Both Parties.** Each of the parties to this Transaction Confirmation represents and warrants that, as of the Effective Date:
  - (a) It has full and complete authority to enter into and perform this Transaction Confirmation;
  - (b) The person who executes this Transaction Confirmation on its behalf has full and complete authority to do so and is empowered to bind it thereby; and
  - (c) It is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws.
3. **Force Majeure.** On any Day on which performance is excused for Force Majeure under the Biogas TC, Seller's obligation to sell and deliver Gas and Buyer's obligation to receive and take Gas under this Transaction Confirmation shall also be excused.
4. **Termination.** This Transaction Confirmation shall be coterminous with the Biogas TC between the Parties and any Early Termination of the Biogas TC shall result in a termination of this Transaction Confirmation.
5. **Documentation, Invoices.** Seller shall be responsible for providing reasonable supporting documentation acceptable in industry practice to support the Gas transferred to Buyer. Invoicing responsibility shall be consistent with the Biogas TC .
6. **Hierarchy.** In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern.

Please confirm the foregoing correctly sets forth the terms of our agreement with respect to this transaction by signing in the space provided below.

**SELLER:**

**County of Fayette, dba Fayette Area Coordinated Transportation**

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

Name: Rudy Dutko

Title: Executive Director, o/b/o County of Fayette,

Board of Commissioners

Date:

**BUYER:**

**Trillium Transportation Fuels, LLC**

By: Ryan Erickson

Name: Ryan Erickson

Title: Vice President

Date: 01/05/2026

[Gas Transaction Confirmation]

## TRANSACTION CONFIRMATION

Trillium Transportation Fuels, LLC

**Date:** January 1, 2026

**Contract:** NAESB Base Contract

**Confirmation Number:** TC002 ("Biogas TC")

This Transaction Confirmation is subject to that certain NAESB Base Contract for Sale and Purchase of Natural Gas, including the Special Provisions and the Biogas Addendum (collectively, the "Base Contract") dated January 1, 2026 (the "Effective Date"). The terms of this Transaction Confirmation are binding. Capitalized terms not otherwise defined in this Transaction Confirmation shall have the meaning given to them in the Base Contract. For purposes of this Transaction Confirmation, "Gas" as used in the Base Contract shall also include Biogas and RNG.

**SELLER:**

**Trillium Transportation Fuels, LLC**  
2929 Allen Parkway, Suite 4100  
Houston, TX 77019  
Attn: Charles Love  
Phone: (713) 332-4879  
Email: [Charles.Love@Loves.com](mailto:Charles.Love@Loves.com)

**BUYER:**

**County of Fayette dba Fayette Area Coordinated Transportation**  
825 Airport Road  
Lemont Furnace, PA 15456  
Attn: Cristie Pillar  
Phone: (724) 628-7433  
Email: [cpillar@hs.fayette.org](mailto:cpillar@hs.fayette.org)

### I. Commercial Terms

#### **1. Contract Price**

(a) **Biogas Value.** As payment for the Biogas delivered to Buyer, Seller shall pay to Buyer the **Biogas Value**

- (i) The **Biogas Value** shall be paid by the Buyer and is calculated by multiplying the Biogas Price by Biogas Quantity delivered by Seller to Buyer at the Delivery Point(s) (as measured in MMBtus).
- (ii) The **Biogas Price** shall be equal to the Contract Price Seller pays Buyer in Transaction Confirmation TC001 ("Brown Gas TC").

(b) **Margin Share.** In consideration of Buyer using the Biogas as a Vehicle Fuel, Seller shall pay to Buyer the Margin Share, which is the amount equal to (i) below.

(i) Commencing upon Seller's receipt of approval to generate RINs from the EPA, within 45 days of the end of each calendar Month, Buyer shall receive from Seller **ten percent 10%** of the D3 or D5 RIN Value for the volume of CNG dispensed at the Delivery Point during such calendar Month. The "D3 or D5 RIN Value" shall be calculated using the simple average of the Argus Cellulosic D3 or Advanced Biofuel or if not available the D5 RIN Daily Midpoint price corresponding to the Month for which the RIN was generated according to the volumes of Biogas that were transferred by Seller to Buyer and dispensed by Buyer as a Vehicle Fuel using a conversion factor of 11.690 RINs MMBtu or as otherwise specified by the EPA during the Delivery Period.

Payment of the Margin Share shall be remitted to Buyer in accordance with the Green Attribute generation and payment schedule set forth in Exhibit A of the Biogas Addendum.

For the avoidance of doubt, Buyer acknowledges and agrees that the market for D3 or D5 RINs may lack liquidity, and that Seller will at all times retain control over the evaluation of potential sales of the D3 or D5 RINs described herein and the ultimate sale of such D3 or D5 RINs into the market. Buyer has no right to participate in or direct the sales of such D3 or D5 RINs.

#### **2. Delivery Period:**

(a) **Biogas Daily Delivery**

**Begin Date: January 1, 2026**

**End Date: December 31, 2027**

**Option Year 1 – January 1, 2028 to December 31, 2028**

**Option Year 2 – January 1, 2029 to December 31, 2029**

**Option Year 3 – January 1, 2030 to December 31, 2030**

The initial period will be for a period of two (2) years after the Effective Date. There will be three (3) one (1) year options which may be exercised at the sole discretion of Buyer following the review of updated percentage share provided by Seller. Buyer may exercise these

renewals ninety (90) days prior to termination of this Transaction Confirmation. At least one-hundred, fifty (150) days prior to termination of this Transaction Confirmation, Seller shall provide Buyer an updated percentage share proposal for Buyer's review.

### **3. Contract Quantity; Performance Obligations; Green Attributes:**

#### **(a) Biogas Quantity**

Throughout the Delivery Period, Seller shall have a Firm obligation to sell and deliver to Buyer, and Buyer shall have a Firm obligation to take delivery of the Minimum Daily Quantity (defined below) of Biogas at the Delivery Point(s); provided, however, that should Seller fail to deliver at least the Minimum Daily Quantity for any sixty (60) consecutive days, or one-hundred and eighty (180) days in a calendar year, Seller shall be considered to be in default and subject to Early Termination Damages as described in the Base Contract.

Additionally, Seller shall have the first right of refusal to fill any of the Buyer's dispensing capacity at the Delivery Point(s) above the Minimum Daily Quantity, and Buyer shall have a Firm obligation to take delivery of a volume equal to (i) the Buyer's dispensing capacity at the Delivery Point(s) that is in excess of (x) any Biogas required to be purchased by Buyer pursuant to any agreements that predate this Transaction Confirmation plus (y) Biogas produced at plants owned and/or operated by Buyer and plants owned and/or operated by third parties but located at landfills owned and/or operated by affiliates of Buyer, or (ii) the Maximum Daily Quantity, whichever is lower; *provided however*, that should Buyer fail to take delivery of at least the Minimum Daily Quantity for any sixty (60) consecutive days, or one-hundred and eighty (180) days in a calendar year, Buyer shall be considered to be in default and subject to Early Termination Damages as described in the Base Contract.

- The "Contract Quantity" for each Day of the Delivery Period is 100% of the Biogas that is delivered to the Delivery Point(s) on that Day which Buyer dispenses as CNG as a Vehicle Fuel, subject to both the Minimum Daily Quantity and the Maximum Daily Quantity described herein.
- "Maximum Daily Quantity" means the greater of (i) 100 MMBtus per Day or (ii) the actual volume of CNG dispensed at the Delivery Points for the Delivery Period.
- "Minimum Daily Quantity" means 0 MMBtus per Day for the Delivery Period.

At least ten (10) days prior to the first day of each calendar Month during the Delivery Period, Buyer shall notify Seller in writing (via electronic means) of the volume of CNG it anticipates dispensing for the following Month, provided that such estimates do not constitute an obligation of Buyer to dispense CNG in such volumes.

- (b) Calculation of Green Attributes. From and after the Effective Date, subject to the terms and conditions of this Transaction Confirmation, Seller shall utilize invoices from Buyer's activities dispensing Vehicle Fuel at Buyer's CNG Stations together with Seller's information regarding the production of Biogas, to determine the quantity of Green Attributes associated with the quantity of Biogas used to produce Vehicle Fuel dispensed for transportation use in accordance with the RFS Program.
- (c) Title to and Conveyance of Green Attributes. In consideration for the Margin Share, Buyer does hereby convey to Seller the exclusive rights to generate all Green Attributes associated with the Biogas dispensed as Vehicle Fuel from Buyer's CNG Stations to the extent Green Attributes are attributable to the Vehicle Fuel under the RFS at the time of sale from such CNG Stations. By the close of business on the 20<sup>th</sup> Day of the Month following each Month in the Delivery Period, Buyer shall prepare and deliver to Seller a report of natural gas consumption including detail from the CNG Stations' utility statements with meter numbers, detailing the amount of Vehicle Fuel dispensed to Buyer's vehicles in addition to providing all necessary documentation under the RFS program required for Seller's generation of Green Attributes including the provision of any required affidavits.
- (d) Buyer's Obligations Regarding Use of Biogas as Vehicle Fuel and Sales of Green Attributes. As a material inducement for Seller to enter into this Transaction Confirmation, throughout the Delivery Period, Buyer shall use 100% of the Biogas purchased under this Transaction Confirmation as a Vehicle Fuel at its CNG Stations in each Delivery Month, all in accordance with the RFS.
- (e) Green Attribute Administration. Seller shall be responsible for, at its sole cost and expense (provided however that Buyer shall reimburse Seller to the extent that Seller incurs such costs and expenses due to Buyer's unexcused failure to perform material obligations set forth in this Transaction Confirmation), all reporting, recordkeeping, auditing, third-party verification, and other administrative requirements involving all Green Attributes under this Transaction Confirmation that are required or deemed commercially necessary for Seller to fulfill its obligations under this Transaction Confirmation and monetize the Green Attributes under Applicable Law. Buyer shall keep accurate records as necessary to comply with Applicable Laws and to prevent double-counting of Green Attributes, including, without limitation, all transferees, site locations where Vehicle Fuel is dispensed, amounts extracted, and documentation of Vehicle Fuel production, and Buyer

represents and warrants to Seller upon delivery of such documentation that it is accurate in all material respects. Buyer agrees to designate Seller as the RIN Separator in compliance with the EPA RFS Biogas Regulatory Reform Rule as set forth in 88 Fed. Reg. 44468 and 40 C.F.R. § Part 80, Subparts M and E.

(f) Process for Generation of RINs:

(i) Commencing upon Seller's receipt of approval to generate RINs from the EPA, on a mutually agreed Day during the Delivery Period, Buyer shall facilitate access for Seller to any and all records relevant to determining the quantity of Biogas sold and delivered by Seller and purchased and received by Buyer during the prior Month so that Seller can prepare the data regarding RIN generation.

(ii) Based on the data submission mentioned above, Seller shall prepare and submit a product transfer document to Seller's EMTS Account, detailing the following:

- (a) RIN transferor and transferee company information and EPA company ID;
- (b) Product information including Fuel Code;
- (c) RIN quantity to generate and transfer;
- (d) RIN Year;
- (e) PTD number; and
- (f) Any other data as required by the EPA RFS to generate and allocate RINs.

(iii) After the product transfer document has been executed within Seller's EMTS Account, Seller or Seller's agent shall supply a screenshot of the executed transfer to Buyer.

(iv) On a mutually agreed Day during the Delivery Period, Seller shall analyze the Contract Quantity sold and delivered by Seller and purchased and received by Buyer under this Transaction Confirmation and converted to a Vehicle Fuel to determine how many RINs were generated during the prior Month and prepare a report for submission to Buyer detailing the following:

- (a) Biogas sold and delivered by Seller and purchased and received by Buyer at the Delivery Points;
- (b) Biogas sold under this Transaction Confirmation during the applicable Month that was converted to a Vehicle Fuel and dispensed as a Vehicle Fuel; and
- (c) RINs to be created from Biogas purchased by Buyer from Seller.

(g) Additional Acknowledgements. Each party will provide the other party with such cooperation, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this Transaction Confirmation. Buyer and Seller each acknowledge and agree that any and all obligations set forth in this Transaction Confirmation of either Buyer or Seller, including, but not limited to, the obligation to provide information, data, documentation or other cooperation to the other party shall also be applicable with respect to an agent or subcontractor of the other party in the event such party retains another party to perform any obligations under this Transaction Confirmation.

4. Delivery Point(s):

The Delivery Point(s) shall be the Buyer's meter interconnect points at the Buyer's CNG Stations at which point the title to the Biogas will transfer from Seller to Buyer.

1. 825 Airport Road, Lemont Furnace, PA 15456 / Columbia Gas of PA, CNG Meter 501222616

**II. Special Conditions**

1. **Buyer's and Seller's Obligations Regarding Production of Vehicle Fuel and Sales of Green Attributes.** Buyer shall itself use all Biogas purchased from Seller under this Transaction Confirmation for the production of and use as Vehicle Fuel. Seller shall use commercially reasonable efforts to maximize the gross revenue received for the Green Attributes taking into account (a) market circumstances existing at the time, (b) any agreement or strategy agreed upon in writing by the parties relating to the sale of Green Attributes, and (c) all other variables that a reasonably prudent person professionally marketing Green Attributes in the United States of America would consider in evaluating transactions, with the parties acknowledging that the foregoing covenant does not require Seller to obtain the highest possible price. If Seller is marketing and selling green attributes or vehicle fuel on behalf of third parties that are substantially the same as the Green Attributes or the Vehicle Fuel, Seller shall treat Buyer no less favorably than any other customer, client or Biogas supplier for whom Seller is marketing and/or selling green attributes or vehicle fuel under similar arrangements as set forth in this Transaction Confirmation with respect to pricing and allocation of Green Attributes or Vehicle Fuel to sales.
2. **Records.** Both parties shall maintain all records relevant to the purchase of Green Attributes from Seller including all records relevant to the production, purchase and sale, transportation, storage, and delivery of Green Attributes purchased hereunder and for end-use, including end-use as Vehicle Fuel, and maintain information as it applies to the creation and sale of RINs in accordance with the requirements of the EPA RFS.
3. **Representations by Both Parties.** Each of the parties to this Transaction Confirmation represents and warrants that, as of the Effective Date:
  - (a) It has full and complete authority to enter into and perform this Transaction Confirmation;
  - (b) The person who executes this Transaction Confirmation on its behalf has full and complete authority to do so and is empowered to bind it thereby;
  - (c) It is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws; and
  - (d) It has not and will not take any action that results in the invalidity of RINs generated on the Biogas delivered under this Transaction Confirmation.
4. **Buyer Representations.** Buyer represents and warrants to Seller as of the Effective Date and on each Day during the Delivery Period that:
  - (a) Buyer has not sold, traded, remarketed, given away, claimed, or otherwise sold separately, the Green Attributes from the Biogas, except as otherwise provided in this Transaction Confirmation; and
  - (b) 100% of all Biogas delivered to Buyer will be dispensed as Vehicle Fuel in Buyer's CNG Stations set forth at the Delivery Points.
5. **Additional Event of Default.** It shall be an additional Event of Default under Section 10.2 of the Base Contract if either party (i) commits any fraudulent act or (ii) makes any misrepresentation or material inaccuracy or misleading statement in any supporting documentation, including, without limitation, registrations or any attestation related to RIN generation based on Biogas purchased under this Transaction Confirmation.
6. **Force Majeure.** Neither party shall be deemed in default with respect to the failure to perform any of the terms, covenants and conditions of this Transaction Confirmation on such party's part to be performed, if such failure is due in whole or part to any strike, lockout, labor dispute (whether legal or illegal), civil disorder, inability to procure materials, failure of power, Regulatory Event, riots, insurrections, war, fuel shortages, accidents, casualties, global pandemics, or Acts of God that are beyond the reasonable control of the non-performing party, or any other cause beyond the reasonable control of the non-performing party, including with respect to Seller the inability to supply Biogas to Buyer due to actions outside of Seller's reasonable control. In such event, the time for performance by said non-performing party shall be extended by an amount of time equal to the period of the delay so caused without penalty.
7. **Termination.** This Transaction Confirmation shall be coterminous with Brown Gas TC between the parties and any Early Termination of the Brown Gas TC shall result in a termination of this Transaction Confirmation
8. **Invoices.** Seller shall be responsible for generating an itemized invoice for Biogas delivered and received by Buyer under this Transaction Confirmation in the preceding Month, providing reasonable supporting documentation acceptable in industry practice to support the amount charged, with Seller delivering the invoice and supporting documentation to Buyer on or before the twenty-fifth (25th) Day of the Month following the Month of delivery.
9. **Hierarchy.** In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern. In the event of any inconsistency between the Contract between Seller and Buyer dated (the "Contract") and this Transaction Confirmation, the Contract shall govern.

Please confirm the foregoing correctly sets forth the terms of our agreement with respect to this transaction by signing in the space provided below.

**SELLER:**

Trillium Transportation Fuels, LLC

By: Ryan Erickson

Name: Ryan Erickson

Title: Vice President

Date: 01/05/2026

**BUYER:**

County of Fayette, dba Fayette Area Coordinated Transportation

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

Name: Rudy Dutko

Title: Executive Director, o/b/o County of Fayette,  
Board of Commissioners

Date:

[Biogas Transaction Confirmation]



clients to use our products and services to their fullest extent, modifying as needed to fit our clients' needs as their businesses grow and change.

We are a local and family-owned firm with local roots. We know our industry and we know this geographic area. Running an ethical, reliable, and technically competent team is job #1 for us.

Thank you for the opportunity to submit a proposal. We look forward to working with you.

Sincerely,

Project Management Office



800.633.3673 | [fordtech.com](http://fordtech.com)

**\$2,128.57**

| Product  | Quantity | Price      | Amount     |
|--|----------|------------|------------|
| FORD Professional Services - ADA site compliance setup/Updates. Annual billing | 1        | \$2,128.57 | \$2,128.57 |

**Delivery Address**

61 East Main Street Floor: 1 Suite 1B  
Uniontown, Pennsylvania 15401-3514  
United States

|          |            |
|----------|------------|
| Subtotal | \$2,128.57 |
| Shipping | \$0.00     |

|              |                   |
|--------------|-------------------|
| Tax          | \$0.00            |
| <b>Total</b> | <b>\$2,128.57</b> |

I have read and agree to Ford Office Technologies Terms of Service

Accept quote

Decline quote

#### **Labor Estimate Disclaimer:**

The professional services quoted in this proposal represent an estimated maximum based on the project's scope as defined at the time of quoting. The client will only be invoiced for the actual labor hours worked. If the project's requirements change, or if additional work is requested, a change order will be provided for approval before proceeding. Unused labor from the original estimate will not be invoiced.

Excludes wiring, hardware, annual penetration test(s), and license/maintenance fees, unless expressly stated.

Other terms and conditions may apply.

**Hardware will be drop shipped to the client location and invoiced upon receipt. Any hardware quote that exceeds \$10K will require a 50% down payment prior to the project start.**

**I acknowledge that the pricing above is estimated and subject to change if scope changes.**

## **Quote Terms & Conditions**

The goods and services as set out in this quotation are accepted as Ford Office Technologies' Terms of Sale. Unless otherwise stated, all prices quoted are exclusive of taxes, shipping, and configuration charges. Shipping costs are based on standard road delivery. Air freight or any other form of special delivery will incur additional costs.

Pricing is subject to change without notice. Ford Office Technologies reserves the right to amend quoted prices as a result of fluctuations in supply pricing. The pricing specified above is not valid with any other offer.