



FILED 3/3/2023
DOCUMENT NO. 01734-2023
FPSC - COMMISSION CLERK

Attorneys and Counselors at Law
123 South Calhoun Street
P.O. Box 391 32302
Tallahassee, FL 32301
P: (850) 224-9115
F: (850) 222-7560
ausley.com

March 3, 2023

VIA ELECTRONIC FILING

Mr. Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 20220212-GU; Peoples Gas System's Petition for Approval of Depreciation Rate and Subaccount for Renewable Natural Gas Facilities Leased to Others

Dear Mr. Teitzman:

Attached for filing in the above-styled matter is Peoples Gas System Inc.'s Answers to Staff's First Data Request (Nos. 1-16), served by electronic mail on February 2, 2023. Portions of this response have been redacted as they contain certain confidential proprietary business information. The accompanying Request for Confidential Classification is being filed under separate cover. Thank you for your assistance in connection with this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'V. Ponder', written over a light blue circular stamp.

Virginia L. Ponder

VLP/ne

Attachment

cc: Daniel Dose, FPSC, Office of General Counsel
Jennifer Crawford, FPSC, Office of General Counsel

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Answers to Staff's First Data Request (Nos. 1-16), filed on behalf of Peoples Gas System, Inc., has been furnished by electronic mail on this 3rd day of March 2023 to the following:

Daniel Dose
Jennifer Crawford
Office of General Counsel
Florida Public Service Commission
Room 390L – Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
ddose@psc.state.fl.us
jcrawfor@psc.state.fl.us



ATTORNEY

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 1
BATES PAGE(S): 1
FILED: MARCH 3, 2023**

- 1.** Please refer to Paragraph 7 of the Petition. Explain how the proposed subaccount (Account 336.01 – RNG Plant Leased – 15 Years) comports with all aspects of Rule 25-7.046(2)(a), F.A.C., as appears in this paragraph.

- A.** Rule 25-7.046(2)(a) states that “No company shall establish a new sub-account that would represent less than 10% of the original primary account....”. The primary Account 336.00 RNG Plant was approved by the Commission as part of the Stipulation and Settlement Agreement in the company’s last general rate case approved by the Florida Public Service Commission (“Commission”) by Order No. PSC-2020-0485-FOF-GU in Docket No. 20200166-GU. The proposed sub-account 336.01 would not represent less than 10% of the original primary account.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 2
BATES PAGE(S): 2 - 3
FILED: MARCH 3, 2023**

2. Rule 25-7.045, F.A.C., (the Rule) provides two methods of determining depreciation lives, including the remaining life rate and the whole life rate techniques. The proposed depreciation rate per the Peoples Gas System, Inc. petition does not comport with either definition. However, in the section of the rule identifying the elements of required depreciation studies, Rule 25-7.045 (5)(i), F.A.C., states that utilities may submit “additional studies or methods” for consideration by the Commission other than the two techniques. If applicable, please explain how the proposed depreciation rate for the proposed subaccount referenced in the instant petition is reflective of “additional studies or methods.” Please describe the additional study or method in full.

- A. The company believes that the proposed depreciation rate for the proposed subaccount follows the remaining life rate and whole life rate techniques. As stated in Paragraph 21(c) and (f) of Peoples Gas System, Inc.’s instant petition, the term of the lease of the RNG plant is over a 15-year period and at the end of the 15-year term of the lease, Brightmark is obligated to purchase the RNG plant for \$1 and is responsible for any costs related to dismantling, decommissioning, and removing the leased RNG plant.

Rule 25-7.045(1) (m), F.A.C., defines the whole life rate technique as follows:

“Whole Life Technique – The method of calculating a depreciation rate based on the whole life (average service life) and the average net salvage. Both life and salvage components are the estimated or calculated composite of realized experience and expected activity. The formula is:

$$\text{Whole Life Rate} = \frac{100\% - \text{Average Net Salvage \%}}{\text{Average Service Life in Years}}$$

Based on the Whole Life Rate formula and the information provided in Paragraph 21(c) and (f), the proposed 336.01 subaccount depreciation 6.7% rate is calculated as follows:

$$6.7\% = \frac{100\% - 0\% \text{ Net Salvage}}{15 \text{ Year Service Life}}$$

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 2
BATES PAGE(S): 2 - 3
FILED: MARCH 3, 2023**

Rule 25-7.045(1) (e), F.A.C., defines remaining life rate technique as follows:

“Remaining Life Technique – The method of calculating a depreciation rate based on the unrecovered plant balance, the average future net salvage and the average remaining life. The formula is:

$$\text{Remaining Life Rate} = \frac{100\% - \text{Reserve \%} - \text{Average Future Net Salvage \%}}{\text{Average Service Life in Years}}$$

”Based on the Remaining Life Rate formula and the information provided in Paragraph 21(c) and (f), the proposed 336.01 subaccount depreciation 6.7% rate is calculated as follows:

$$6.7\% = \frac{100\% - 0\% \text{ Reserve} - 0\% \text{ Average Future Net Salvage}}{15 \text{ Year Service Life}}$$

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 3
BATES PAGE(S): 4
FILED: MARCH 3, 2023**

- 3.** Please provide responses to the following in the context of Peoples Gas System, Inc.'s instant petition:
- a. Please define the phrase "RNG plant" used in Paragraph 9.
 - b. Please explain the differences among the following three underlined phrases, and clarify which of them is pertaining to the plant assets to be booked to the Company's petitioned depreciation subaccount:
 - i. Renewable Natural Gas (RNG) facilities (used in the title and the introduction paragraph of the instant petition);
 - ii. RNG plant (used in Paragraph 9 of the instant petition); and
 - iii. RNG equipment (used in front of Paragraph 17 and in Paragraph 23 of the instant petition).
 - c. Explain how such RNG plant is the same as, and different from, the plant identified in Peoples Gas System, Inc.'s tariff, First Revised Sheet No. 7.404.
- A.**
- a. "RNG Plant" means an "RNG facility," "RNG equipment," or a system of RNG facilities or RNG equipment functioning as a unit.
 - b.
 - i. "RNG facilities" means a pipeline facility used for RNG conditioning, biogas production, transferring, or storing RNG or biogas.
 - ii. "RNG plant" means an "RNG facility," "RNG equipment," or a system of RNG facilities or RNG equipment functioning as a unit.
 - iii. "RNG equipment" refers to various equipment utilized in the production or conditioning of biogas to produce RNG.
 - c. The word "plant" does not appear on First Revised Tariff Sheet 7.404. The list of "facilities" provided on this tariff sheet is a non-exclusive list provided for illustrative purposes.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 4
BATES PAGE(S): 5 - 6
FILED: MARCH 3, 2023**

4. Please refer to Paragraph 17 of Peoples Gas System, Inc.'s instant petition and the Company's 2022 Depreciation Study filed on 12/28/2022 (2022 Study), pages 102-104 of 180, for the following questions:

a. Peoples Gas System, Inc. provided information pertaining to the pro forma plant addition for Account 336.00 – RNG Plant:

Peoples Gas System, Inc. is constructing one of the first renewable natural gas ("RNG") facilities in the nation. [...] The estimated project cost is \$8.6 million to be in service at the end of 2024."

Please list all the asset items that will be booked in Account 336.00 – RNG Plant.

b. Peoples Gas System, Inc. provided information pertaining to the pro forma plant addition for Account 336.01 – RNG Plant Leased – 15 Years:

The Company plans to enter in a 15 year lease with a third party for this RNG facilities. [...] The plant balance at December 31, 2024 is projected to be \$43.4 million.

Please list all the asset items that will be booked in Account 336.01.

c. Please discuss the relationship, if any, between Peoples Gas System, Inc.'s self-constructed RNG facilities referenced in Question 4.a. and the RNG Plant Leased – 15 Years discussed in the current petition and referenced in Question 4.b.

A. a. The pro forma plant additions to Account 336.00 – RNG Plant are related to a separate RNG facility called the Alliance RNG project. The Alliance RNG project pro forma plant additions to Account 336.00 include the pipeline facilities from the outlet of the RNG plant to the various transmission pipeline interconnects. These plant additions include plastic and steel mains, compressors, gas quality analyzers, metering and pressure regulating equipment, and other equipment. Peoples Gas System, Inc. may book similar assets to this Account in the future if the company engages in other similar RNG projects in which Peoples Gas System, Inc. owns the assets in question.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 4
BATES PAGE(S): 5 - 6
FILED: MARCH 3, 2023**

- b. The pro forma plant additions to Account 336.01 include all RNG equipment and RNG facilities from the anaerobic digesters to the outlet of the RNG Plant (e.g., covered lagoon digester, plastic main, blowers, chillers, compressors, H₂S removal vessels, pressure swing absorption units, and other RNG equipment).
- c. Other than the fact that both accounts relate to RNG facilities, there is no relationship between the two categories of plant referenced in Data Requests 4.a. and 4.b. Peoples Gas System, Inc.'s self-constructed RNG facilities (Account 336.00) include the pipeline facilities from the outlet of the RNG Plant to the injection point at the various transmission pipeline interconnects. The RNG Plant Leased (Account 366.01) includes all RNG equipment and facilities from the anaerobic digesters to the outlet of the RNG Plant.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 5
BATES PAGE(S): 7 - 8
FILED: MARCH 3, 2023**

- 5.** Please refer to Peoples Gas System, Inc.'s 2022 Study. In Appendix B - Depreciation Expense Comparison of this Study, the Company projected the annual depreciation expense at Peoples Gas System, Inc.'s proposed depreciation rate of 6.7 percent for Account 336.01 – RNG Plant Leased – 15 Years to be:

\$2,909,806 as of 12/31/2024.

In Appendix F-1 Summary of Depreciation Plant 2019 - 2024 of the Study, the Company projected the plant balances associated with Account 336.01 – RNG Plant Leased – 15 Years to be:

\$0 as of 1/1/2023,
\$43,429,943 as of 12/31/2023, and
\$43,429,943 as of 12/31/2024.

In Appendix B F-2 Summary of Depreciation Reserve 2019 - 2024 of the Study, the Company projected the depreciation reserves associated with Account 336.01 – RNG Plant Leased – 15 Years to be:

\$0 as of 1/1/2023,
\$2,627,512 as of 12/31/2023, and
\$5,537,318 as of 12/31/2024.

- a. Are these amounts solely associated with the Brightmark Project?
- b. Assuming Peoples Gas System, Inc.'s instant petition is granted by the Commission, will the aforementioned projected amounts of plant, reserve and depreciation expense of Account 336.01 be used to determine rate base and net operating income in Peoples Gas System, Inc.'s next rate case proceeding? Please explain your response.
- A.** a. Yes. However, Peoples Gas System, Inc. has determined that the piping connecting the RNG Plant Leased to the interstate pipeline was inadvertently included in Account 336.01 in the Depreciation Study filed on December 28, 2022. As discussed below in the company's response to Data Request No. 8 b., the pipeline extension will be included in Account 376.00 Main Steel. The revised total amount of RNG Plant Leased in account 336.01 as of 12/31/2023 and 12/31/2024 is \$35,668,592. The revised reserves associated with

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 5
BATES PAGE(S): 7 - 8
FILED: MARCH 3, 2023**

account 336.01 are \$1,961,773 and \$4,351,568 for 12/31/2023 and 12/31/2024, respectively.

In its planned general rate case filing, Peoples Gas System, Inc. plans to update the Depreciation Study filed on December 28, 2022, to reflect 2022 actual balances and updates to the 2023 and 2024 roll-forward to align with its Minimum Filing Requirements. The Company expects that the impacts of the update on depreciation expense in the projected test year will be small. In the planned update, Peoples Gas System, Inc. will revise the classification of the piping connecting the RNG Plant Leased to the interstate pipeline.

- b. Yes. Consistent with Peoples Gas System, Inc.'s other tariffed assets, Peoples Gas System, Inc. plans to include this as a utility asset in rate base and the related revenues and depreciation expense in net operating income in its next general rate case proceeding.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 6
BATES PAGE(S): 9 - 10
FILED: MARCH 3, 2023**

- 6.** Please refer to Peoples Gas System, Inc.'s 2022 Study. In Appendix B - Depreciation Expense Comparison of this Study, the Company projected the annual depreciation expense at Peoples Gas System, Inc.'s proposed depreciation rate of 6.7 percent for Account 336.01 – RNG Plant Leased – 15 Years to be:
- a. Please identify the respective commencement date and in-service date of the Brightmark Project.
 - b. Please identify the major components (plant assets) of the Project with the associated service lives per the manufacture of each.
 - c. Please identify and explain any and all transfer of risk (financial, operational, technological, regulatory), if any, to the general body of ratepayers that may result from the agreements Peoples Gas System, Inc. has entered into with Brightmark Sobek RNG LLC.
- A.**
- a. The Depreciation Study assumed this asset would be in service in March 2023. The current estimated in-service date from Brightmark is April 28, 2023. Peoples Gas System, Inc. is working on a second amendment with the counterparty to memorialize the changes to the Renewable Natural Gas Services Agreement (“RNGSA”) and Purchase and Sale Agreement (“PSA”).
 - b. The major components of the Project include biogas blowers, H₂S reduction systems, compressors, chillers, pressure swing absorption (PSA) units, flare systems, O₂ generation and injection, and anaerobic digesters. Each of these major components is made up of various subcomponents that may have different service lives. In general, the service lives of the major components are likely 25+ years.
 - c. The agreements with Brightmark protect the general body of ratepayers by using contractual provisions to safeguard Peoples Gas System, Inc.'s investment (e.g., indemnity and insurance requirements) as well as credit support in the form of separate parental guarantees for each of the agreements that recovers the full revenue requirements over the contractual 15-year service life for Peoples Gas System, Inc. Application of Peoples Gas System, Inc.'s RNG tariff allows for a reasonable rate of return over the 15-year service life of the project. Taking into consideration the credit support,

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 6
BATES PAGE(S): 9 - 10
FILED: MARCH 3, 2023**

Peoples Gas System, Inc.'s counterparty is creditworthy. In addition, the project benefits from the backing of a joint venture with the multinational gas and oil company, Chevron.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 7
BATES PAGE(S): 11 - 373
FILED: MARCH 3, 2023**

- 7.** Please refer to Paragraph 20 and provide a copy of the lease agreements referenced in this paragraph.
- A.** The agreements referred to in Paragraph 20 include a PSA, a RNGSA, and a RNGSA Guaranty. Peoples Gas System, Inc. considers portions of these agreements to be proprietary confidential business information. Attached are the redacted (public) versions of these agreements. Peoples Gas System, Inc. will produce the unredacted (confidential) versions of these agreements subject to a separate request for confidential classification.

Execution Version

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made as of the _____ day of September, 2021 (this “**Contract**”) between Brightmark Sobek RNG LLC, a Delaware limited liability company, having an office at 1725 Montgomery Street, Floor 3, San Francisco, California 94111 (“**Seller**”) and Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, having an office at 702 North Franklin Street, Tampa, Florida 33601 (“**Buyer**”).

Preliminary Statement

A. Seller is the owner of a leasehold interest (the “**Leasehold**”) in those certain tracts or parcels of land located in Okeechobee County, Florida, described on Exhibit A annexed hereto, and all easements and appurtenances thereto (collectively, the “**Land**”), pursuant to (1) an Amended and Restated Ground Lease with Barn 4, LLC, a Delaware limited liability company (“**Barn 4**”), dated September 25, 2020 (“**Ground Lease 1**”), (2) an Amended and Restated Ground Lease with East End Properties, LLC, a Florida limited liability company (“**East End**”), dated September 25, 2020 (“**Ground Lease 2**”), and (3) an Amended and Restated Ground Lease with Barn 3, LLC, a Florida limited liability company (“**Barn 3**”), and collectively with Barn 4 and East End, “**Ground Lessors**”), dated September 25, 2020 (“**Ground Lease 3**” and together with Ground Lease 1 and Ground Lease 2, collectively, the “**Ground Leases**” and, each individually, a “**Ground Lease**”), together with all Improvements thereto as defined in Section 1.2 herein.

B. Seller intends to develop, construct, operate and manage a project on the Land (the “**Project**”) consisting of four anaerobic digesters and two biogas upgrade facilities and related structures, including certain interconnecting pipeline structures (the “**Improvements**”), which will gather and condition biogas or renewable natural gas (“**RNG**”) from four dairy barns owned by Landlord in the vicinity of the Land, which RNG could then be injected into a natural gas pipeline system. Concurrently herewith, Seller and Buyer are entering into a Renewable Natural Gas Service Agreement. Upon satisfactory completion of the Project, Buyer will pay the Purchase Price, Seller will deliver a bill of sale to Buyer for the Improvements and the personal property, fixtures and equipment that have been constructed and installed by Seller on the Land as part of the Project (the “**Personal Property**” and together with the Improvements, the “**Subject Property**”), Seller and Buyer will enter into a sublease (the “**Sublease**”) pursuant to which Seller will sublease the Land and Improvements thereto to Buyer, and Seller and Buyer will enter into a lease (the “**Facility Lease**”) pursuant to which Buyer will lease the Land, the Improvements and the Personal Property back to Seller, who will operate the Project pursuant to the terms of the Facility Lease. Notwithstanding the foregoing, the assets being purchased by Buyer pursuant to this Contract do not include the Biogas Incentives (as defined in the Manure Supply Agreements) related to the Project, which will be retained by Seller, except as otherwise provided in this Contract.

C. Brightmark RNG Holdings, LLC (“**Guarantor**”) will provide credit support for Seller’s payment obligations under this Contract pursuant to a [REDACTED] in the form of Exhibit C-1 annexed hereto (the “**Guaranty**”).

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Sale; Price; Definitions.

1.1 Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Subject Property for the price and on the terms hereinafter stated.

(a) Subject to the adjustments set forth in Section 1.1(e), the purchase price is [REDACTED] (the "**Estimated Purchase Price**," and as adjusted pursuant to Section 1.1(e), the "**Purchase Price**"), which represents the true and actual consideration for the conveyance, to be paid by Buyer to Seller at Closing.

(b) Subject to Section 16.3, as collateral security for the performance and prompt payment in full of Seller's obligations hereunder, Seller hereby pledges and grants to Buyer a security interest (subject to no other Liens except Permitted Liens) in, and collaterally assigns to Buyer, all of Seller's right, title and interest in, to and under the Subject Property, the Manure Supply Agreements, the Construction Contracts, the Permits, the Plans, and all other tangible and intangible property and agreements necessary for the construction and operation of the Project as contemplated under the Facility Lease (except for any Excluded Property) (collectively, the "**Collateral**"), and only to the extent of any amount payable by Seller to Buyer under this Contract in connection with the exercise by Buyer of a Termination Option in accordance with the terms of this Contract or a material breach by Seller of its obligations under this Contract that is not cured in accordance with Section 16.3. Seller authorizes Buyer to file a Uniform Commercial Code financing statement in the States of Delaware and Florida to perfect such security interest, provided that any description contained in such financing statement shall not be deemed to modify the description of Collateral set forth herein. Upon a material breach of this Contract by Seller or exercise by Buyer of a Termination Option in accordance with the terms hereof, if the Guarantor fails to cure the default within the cure periods specified in Section 16.3 below and Seller fails to otherwise comply with the requirements of Section 16.3 below, then Buyer shall have, and in its discretion may exercise, all the rights, remedies, powers and privileges with respect to the Collateral of an assignee, or of a secured party under the Uniform Commercial Code, including the right to exercise all voting, consensual and other powers of ownership pertaining thereto as if Buyer were the sole and absolute owner. For the avoidance of doubt, the purpose of the security interest granted herein is to allow the Buyer to foreclose upon the Collateral, enforce its rights with respect to the Collateral under the Florida Uniform Commercial Code, and exercise its remedies under Section 16.3(e) below, following the failure of the Seller to cure a material breach in accordance with Section 16.3 below. Such rights shall survive the termination of this Contract. Buyer acknowledges that Buyer is only entitled to exercise rights to the Collateral after (x) a material breach of this Contract by Seller and (y) failure of the Seller to comply with the requirements of the second sentence of Section 16.3 below, and until such events occur, Seller retains ownership and control of the Collateral, subject to the other provisions of this Contract. The term "**Excluded Property**" as used herein shall mean any lease, license, contract, property rights, permit, governmental authorization or agreement to which the Seller is a party, applicant, holder or beneficiary (or to any of its rights or interests thereunder) (collectively, the "**Rights**") to the extent an assignment may be given or security interest may be granted only if a

consent of a Governmental Authority is required to be obtained and is not so obtained or if the assignment or grant of such security interest would constitute or result in any of the following: (1) the abandonment, invalidation or unenforceability of any right, title or interest of the Seller therein, (2) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective by Section 9-406, 9-407, 9-408, 9-409 of the Uniform Commercial Code as in effect in the relevant jurisdiction) or (3) a violation of applicable law. To Seller's knowledge, the Excluded Property does not include any Rights necessary for Buyer to operate the Subject Property for its intended use. Seller shall obtain the consent of all contractors under all Major Construction Contracts to the foregoing collateral assignment of the Construction Contracts to Buyer. For purposes of this Contract a "Major Construction Contract" is a construction contract entered into with respect to the Improvements where the contract sum is or will likely be in excess of \$500,000.

(c) The Purchase Price shall be initially allocated as set forth in Exhibit D.

(d) At Closing, Seller will satisfy and discharge all Liens other than Permitted Liens, provided that personal and real property taxes shall be subject to proration pursuant to Section 11.1 of this Contract.

(e) Seller shall provide to Buyer at least 30 days prior to the Closing a written statement setting forth Seller's good faith calculation of the Purchase Price (the "**Updated Purchase Price**") and an allocated value schedule (the "**Updated Allocated Value**"), in each case based on Seller's actual costs of construction of the Improvements and installation of the Personal Property calculated at a discount rate of [REDACTED]. If the Estimated Purchase Price is greater than the Updated Purchase Price, then the amount of the Updated Purchase Price will be the Purchase Price payable to Seller at Closing. If the Estimated Purchase Price is less than the Updated Purchase Price, then Buyer shall work in good faith and use commercially reasonable efforts to obtain the necessary corporate approvals to pay Seller the amount of the Updated Purchase Price, and the Purchase Price payable to Seller at Closing shall be the greater of (i) the Updated Purchase Price (if the necessary corporate approvals are obtained by Buyer) and (ii) the Estimated Purchase Price. The Parties shall work in good faith to agree upon the Updated Allocated Value (if any) prior to the Closing.

1.2 For purposes of this Contract, unless the context shall otherwise indicate, the terms set forth below shall be defined as follows:

Affiliate – with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person. As used in this definition, "**control**" (including, its correlative meaning "**controlled by**" and "**under common control with**") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of fifty percent (50%) or more of outstanding voting securities or partnership or other ownership interests, by contract or otherwise).

Biogas Lines – the plastic pipelines to be constructed by Buyer to interconnect the digester gas from certain of Ground Lessor's barns to the Improvements as provided in the Facility Lease.

Buyer Cure Period – as defined in Section 16.1.

Buyer Event of Default – as defined in Section 16.2(f).

Buyer Party – as defined in Section 26.

Buyer Purchase Breach – as defined in Section 16.2(a).

Breach Notice – as defined in Section 16.1.

Certifying Engineer – as defined in Section 6.5.

Construction Contracts – as defined in Section 4.2.

Construction Lien Amounts – as defined in Section 6.5.

Construction Lien Holdouts – as defined in Section 6.5.

Closing or Closing Date – the date determined by Section 8 or such other date as the parties may mutually designate for delivery of the closing documents and satisfaction of the other closing requirements.

Closing Deadline – as defined in Section 8.3.

Code – as defined in Section 9.10.

Collateral – as defined in Section 1.1(b).

Contract – as defined in the recitals.

Commercial Operation Date – as defined in the Manure Supply Agreements.

Commercial Operation Notice – as defined in Section 8.1.

Commitment – as defined in Section 2.2(d).

Construction Lien Requirements – means with respect to an interim payment by Seller to a contractor under a Construction Contract, and with respect to Closing under this Contract, all of the following: (i) Seller has received from each contractor under a Construction Contract lien waivers through the date of payment or Closing, as applicable (the “**Interim Lien Waivers**”), and from all other lienors who gave a “notice to owner” as described in Section

713.06(2)(a) Florida Statutes, and (ii) all recorded claims of lien have been transferred from the Subject Property to other security as described in Section 713.24 Florida Statutes (the “**Transfer Bonds**”), all in accordance with the provisions of Chapter 713 Part 1 of the Florida Statutes ((i) and (ii) collectively, the “**Closing Construction Lien Requirements**”), and means with respect to Final Payment, all of the following: all notices of commencement have been terminated of record in accordance with Section 713.132 Florida Statutes, Seller has received final contractors’ affidavits as described in Section 713.06(3)(d)(1) Florida Statutes from each contractor under a Construction Contract showing no amounts owed to any lienors and final lien waivers from each such contractor and all other lienors who gave a “notice to owner” as described in Section 713.06(2)(a) Florida Statutes, and Transfer Bonds have been obtained for all recorded claims of lien, all in accordance with the provisions of Chapter 713 Part 1 of the Florida Statutes (collectively, the “**Final Payment Construction Lien Requirements**”).

Default Interest Rate – means a rate of interest of [REDACTED]

Development and Construction Records – the documents in Seller’s possession relating to the development and construction of the Premises, or relating to the physical repair and replacement of any part of the Improvements from their completion, including soil, hydrological and other geological tests and studies, environmental impact reports, planning and zoning approvals, wetlands studies, environmental site assessments and condition reports, tests and studies, communications to and from Governmental Authorities, the Plans, any other plans, drawings and specifications for the Improvements, architects’ certificates, guarantees and warranties of contractors and manufacturers for the Improvements and the Personal Property, inspection reports, lien waivers, contractor’s affidavits, and all matters relating to governmental or other Legal Requirements relating to the Premises, such as Taxes, assessments, zoning, use permits, other governmental Permits, engineering reports and planning approvals, and all documents and records maintained in connection with the maintenance, repair and replacement of the Premises, including without limitation complaints and other written notices by Governmental Authorities or other Persons regarding the condition and repair of the Premises or any portion thereof, written reports of oral complaints or other notices by such Persons and in each case the response of Seller thereto, all maintenance logs, and all records, including work orders, invoices and contracts, of all work performed by Seller or another Person engaged by or on behalf of Seller in connection with the maintenance, repair and replacement of the Premises and operation of the Project.

Effective Date – the date on which both parties shall have signed this Contract as evidenced by the date written below each party’s signature.

Embargoed Person – as defined in Section 3.10.

Engineer’s Certificate – as defined in Section 6.5.

EPC Contract – the Master Services Agreement, dated August 20, 2020, between Seller and [REDACTED] a corporation formed under the laws of the Commonwealth of Pennsylvania.

Estimated Purchase Price – as defined in Section 1.1(a).

Excluded Property – as defined in Section 1.1(b).

Facility Lease – the Lease Agreement between Seller and Buyer to be entered into as of the Closing Date.

Fees and Costs – as defined in Section 25.

Final Completion – means “Final Completion” as defined in the EPC Contract, has been achieved in accordance with the provisions thereof, the Certifying Engineer has certified that Final Completion as so defined has been achieved, all Punchlist Items have been completed and/or waived, and all Final Payment Construction Lien Requirements are met.

Final Payment – as defined in Section 6.5.

Force Majeure – means an event that is beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure, which occurrence causes such party to be unable to perform its obligations under this Contract, which by due foresight such party could not reasonably have been expected to avoid and which such party is unable to overcome by the exercise of due diligence. So long as the above definition of “**Force Majeure**” is satisfied, events of Force Majeure include, but are not limited to: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Contract; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) shortage of adequate power or transportation facilities; (h) public health pandemics (including COVID-19); (i) any Force Majeure Event (as defined in the EPC Contract as the EPC Contract exists as of the date of this Contract); and (j) other events beyond the control of Seller.

Fundamental Representations – with respect to Seller, the representations of Seller in Section 3.1, Section 3.10 and Section 13.1, and with respect to Buyer, the representations of Buyer in Section 13.1 and Section 14.

Governmental Authorities – the municipal, county, state and Federal governments, agencies, authorities, courts and officers having jurisdiction of the Premises.

Hazardous Materials – any material defined as a hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Acts of 1980, the Resource Conservation and Recovery Act, or any other Federal, state or local statute regulating the storage, release, transportation or other disposition of hazardous material, as any of those laws may have been amended to the Effective Date, and the administrative regulations promulgated thereunder, and, whether or not defined as hazardous substances under the foregoing Legal Requirements, petroleum products.

Holdback – as defined in Section 6.5.

Improvements – the buildings, tanks, structures and other facilities to be constructed by Seller on the Premises in accordance with the Plans.

Inspection Materials – as defined in Section 2.1(a).

Insurance Requirements – all terms and provisions of each insurance policy covering or applicable to the Premises, all requirements of the issuers of all such policies, and all orders, rules, regulations and other requirements of the insurance supervisory association applicable to or affecting the Premises or any use or condition of the Premises.

Interconnection Agreements – the agreements for the construction, operation, maintenance, and ownership of facilities to tie Buyer's facilities to the interstate pipeline of each of Florida Gas Transmission Company and Florida Southeast Connection, LLC.

Interest Rate – an annual rate of interest of [REDACTED]

Larson Documents – as defined in Section 6.9.

Lease Estoppels – as defined in Section 6.9(d).

Legal Requirements – all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, Permits, licenses, authorizations, directions and requirements of all Governmental Authorities applicable to the Premises at or before the Closing.

Liens – the mortgage, Construction Liens and all other liens and encumbrances on the Subject Property securing the payment of money, if any, including all interest accrued on those debts and any prepayment or other penalties or other charges of the holders of the Liens.

Liquidated Damages – as defined in Section 16.2(c).

List – as defined in Section 3.10.

Manure Supply Agreements – the Amended and Restated Manure Supply Agreement between Seller and J.M. Larson, Inc. as feedstock supplier dated September 25, 2020, and the Amended and Restated Manure Supply Agreement between Seller and Larson Dairy, Inc. as feedstock supplier dated September 25, 2020

OFAC – as defined in Section 3.10.

Operational Standards – the quality criteria for conditioned biogas produced by the Project, as specified in Appendix D to the Renewable Natural Gas Services Agreement.

Operating Records – all Service Contracts, paid bill files, payroll tax returns, and operating statements relating to the operation of the Premises.

Other Breach Remedies – as defined in Section 16.2(f).

Permit(s) – the certificates, permits, licenses and other authorizations required to be issued by the appropriate Governmental Authorities for the development of the Premises for the use and the construction, occupancy and use of the Improvements.

Permitted Encumbrances – the Liens, encumbrances, exceptions, defects, state of facts or other matters described in Section 2.2(f), including those set forth on Exhibit E.

Permitted Liens – (a) the rights and interests of the Buyer created by this Contract and the Facility Lease; (b) Liens for any Tax, assessment or other governmental charge so long as they are not yet due or are being contested in good faith by appropriate proceedings; (c) materialmen's, mechanics', workers', repairmen's, employees' or other like Liens ("Construction Liens"), arising in the ordinary course of business so long as they are for amounts that are not yet due but will be paid prior to Closing, or are transferred to Transfer Bonds within 30 days after notice thereof, but in no event later than Closing; (d) Liens other than Construction Liens, deposits or pledges to secure statutory obligations or performance of bids, tenders, contracts or leases, incurred in the ordinary course of business, not to exceed [REDACTED] in the aggregate at any time with respect to the Subject Property; (e) Liens arising out of judgments or awards so long as an appeal or proceeding for review is being prosecuted in good faith and for the payment of which cash reserves, bonds or other security have been provided or are fully covered by insurance; and (f) any other Lien or encumbrance acceptable to Buyer.

Person – an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association or a Governmental Entity.

Plans – the plans, drawings and specifications for the Improvements consisting of the plans, drawings and specifications identified on Schedule 2.2(c) for the Project, and the additional and supplemental plans, drawings and specifications, if any, required to obtain the Permits (including the building Permits), to construct the Improvements and to permit operation of the Project in a manner meeting the Operational Standards, and the additional and supplemental plans, drawings and specifications, if any, prepared by Seller. Seller will not make or allow any change in the Plans without providing prior written notice to Buyer.

Premises – the Land, Improvements and the Personal Property.

Punchlist Item – as defined in Section 6.5.

Punchlist Item Amount – as defined in Section 6.5.

Punchlist Holdback – as defined in Section 6.5.

Purchase Price – as defined in Section 1.1(a).

Remedies Limit – [REDACTED] plus, if applicable, any Fees and Costs and interest to the extent provided for in this Contract.

Renewable Natural Gas Services Agreement – means the Renewable Natural Gas Services Agreement, dated as of the date hereof, by and between Buyer and Seller, as amended, amended and restated, supplemented or otherwise modified from time to time.

Rights – as defined in Section 1.1(b).

Seller's Affiliate(s) – Brightmark LLC and all Persons controlled by Brightmark LLC.

Seller Event of Default – as defined in Section 16.3.

Seller Party – as defined in Section 26.

Service Contracts – all service and supply contracts and agreements entered into by Seller for the operation of the Improvements.

Subject Property – as defined in the recitals.

Substantial Completion – means all criteria required to be met to achieve Substantial Completion (as defined in the EPC Contract) have been met and Substantial Completion has been achieved in accordance with the provisions of the EPC Contract, the Engineer's Certificate has been furnished in accordance with Section 6.5 of this Contract, and all Closing Construction Lien Requirements are met.

Survey – as defined in Section 2.2(e).

Taking – as defined in Section 12.1.

Taking Notice – as defined in Section 12.1.

Taxes – means any and all present or future income, stamp or other taxes, levies, imposts, duties, deductions, assessments, fees or, withholdings (including backup withholding) or other charges, in each case in the nature of a tax, imposed by any Governmental Authority, together with any interest, additions to tax, additional amounts or penalties imposed thereon and with respect thereto.

Termination Option– an option provided in this Contract permitting a party to terminate this Contract to be exercised by written notice to the other party on the conditions set forth with respect to the specific termination option, pursuant to which this Contract shall terminate, and neither party shall have any obligations of any nature to the other hereunder or by reason hereof, except as otherwise stated in this Contract or as stated with respect to such termination option.

Title Company – First American Title Insurance Company.

Title Evidence – as defined in Section 2.2(d).

Title Objection – Buyer’s request for action in respect of any exception, defect, state of facts, or other matter disclosed in the Title Evidence which are not acceptable to Buyer.

Title Policy – as defined in Section 6.8.

UCC – as defined in Section 2.2(d).

Updated Purchase Price – as defined in Section 1.1(e).

Updated Allocated Value – as defined in Section 1.1(e).

Use – construction and operation of the Project.

2. Investigation; Title.

2.1

(a) Buyer and its agents and representatives shall be permitted to examine the Development and Construction Records, tax assessment information, any additional information reasonably requested by Buyer or referred to in any of the representations made in Section 3 pertaining to Seller’s ownership, construction and operation of the Subject Property and the compliance of the Subject Property, the construction of the Improvements and the operation thereof for compliance with all Legal Requirements and the requirements of the Plans, including without limitation obtaining a zoning and land use confirmation letter from the applicable governmental authority (collectively, the “**Inspection Materials**”).

(b) Buyer agrees to repair any damage to the Premises caused by Buyer’s activities on the Premises, as applicable, and to keep the Premises free of any Liens or other encumbrances arising out of any of Buyer’s activities [REDACTED]

[REDACTED]

2.2

(a) Seller shall use commercially reasonable efforts to cooperate with and assist Buyer in the making of the foregoing investigations.

(b) Seller shall make reasonably available all Inspection Materials in the possession of Seller or Seller’s Affiliates and, if any of such item is in the possession of a

person who is not a Seller's Affiliates, Seller will request and use reasonable efforts to obtain that item from that person.

(c) Seller has delivered to Buyer the most up to date versions of the Plans, all of which are listed on Schedule 2.2(c).

(d) Seller shall, at its cost, deliver to Buyer after the Effective Date (i) a commitment for title insurance, issued by the Title Company, through Macfarlane Ferguson & McMullen, P.A. as agent, agreeing to issue the title insurance policy described in Section 6.7, subject to the exceptions, defects, state of facts, and other matters and the requirements set forth therein, (ii) copies of all documents referred to in that commitment (items (d)(i) and (d)(ii) being referred to herein collectively as the "**Commitment**" and together with the Survey, the "**Title Evidence**"), and (iii) Uniform Commercial Code ("**UCC**") searches of the state and county offices maintaining UCC records against Seller and all owners of the Land for the preceding five years.

(e) Seller has delivered to Buyer the most recent topographic and land title surveys ("**Survey**") and site plans of the Land and the Improvements as Seller may presently possess. Seller shall, at Seller's cost, deliver to Buyer, at least 30 days prior to the Closing Date, a boundary survey of the Land and the Improvements (subject to the limitation in the next sentence below) from a duly licensed and qualified Florida land surveyor, certified to Buyer and the Title Company. The Improvements shown on such boundary surveys may be limited to those within ten feet of the boundary lines of the Land.

(f) Buyer shall notify Seller of its Title Objections within 30 days after receipt of all of the Title Evidence (except the boundary survey to be delivered as provided in Section 2.2(e) above). If Buyer's notice shall not include any exceptions, defects, state of facts or other matters disclosed by the Title Evidence, Buyer shall be deemed to have waived its right to object to those exceptions, defects, state of facts or other matters and they shall be Permitted Encumbrances. Permitted Encumbrances shall also include the matters listed on Exhibit E attached hereto and incorporated herein by reference. Notwithstanding the foregoing, Seller shall satisfy all Liens encumbering the Leaseholds (other than Permitted Liens) at or before Closing as provided in Section 1.1(d), shall satisfy all matters on Schedule B-1 of the title commitment under Seller's control and shall deliver the documents relating to title or title insurance matters required by Section 9 of this Contract, whether or not Buyer provides a Title Objection with respect to any such matter. Seller shall notify Buyer within 15 days after receipt of Buyer's notice whether it is willing or able to satisfy the other Title Objections. If Seller shall notify Buyer that it is not willing or able (or may not be willing or able) to satisfy any other Title Objection, then Buyer must exercise a Termination Option on account of that matter within 30 days after receipt of Seller's notice or Buyer shall be deemed to have waived its objection to any such Title Objection and it shall be a Permitted Encumbrance. The only Permitted Encumbrances shall be as provided in this paragraph.

(g) Seller shall not record or file any documents in the public records that affect the Land or the Subject Property or any portion thereof without Buyer's prior written approval, which shall not be unreasonably withheld, other than such documents required in the ordinary course of developing the Project, including without limitation notices of commencement

and utility easements. If any subsequent title examination or additional or updated survey shall disclose any exceptions, defects, state of facts, or other matter not approved by Buyer in advance, then such item shall be deemed to be a Title Objection upon delivery of the subsequent title examination or additional or updated survey, subject to Seller's right to cure by removal or providing Buyer with a title endorsement. Buyer shall have the right to exercise a Termination Option if any Title Objection timely noticed by Buyer or otherwise required to be satisfied by Seller is not cured by the Closing, by either removing or obtaining a title endorsement removing said exception or defect from the title commitment.

3. Representations, Warranties and Covenants. Seller represents and warrants, as of the date hereof and as of the Closing Date (unless stated otherwise), to Buyer that:

3.1 Seller is a Delaware limited liability company duly organized and validly existing and in good standing under or by virtue of the laws of the state of its creation, and has qualified as a foreign corporation in the state in which the Premises are located. Seller has the right and authority to enter into this Contract. The Person signing this Contract on behalf of Seller is authorized to do so. The execution and delivery of this Contract or any other document in connection with the transactions contemplated by this Contract will not violate any provision of Seller's organizational documents or of any regulations or laws to or by which Seller is bound. This Contract has been duly authorized, executed and delivered by Seller, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms. Seller has obtained all consents and permissions required to enter into the transactions contemplated hereunder and to perform its obligations under this Contract and any covenant, agreement, encumbrance, law or regulation by which Seller or the Premises is bound. There is no contract to which Seller is a party or that is binding on Seller which is in conflict with this Contract. To Seller's knowledge, there is no action or proceeding pending or threatened against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Contract.

3.2 Seller is, or will be prior to installation, the owner of good title, free from all security interests, Liens and encumbrances, other than the Liens to be satisfied at Closing and Permitted Liens and Permitted Encumbrances, to the Personal Property. Seller will install prior to Closing all of the items of the Personal Property, will advise Buyer from time to time of any material additions to the fixtures and the Personal Property. Exhibit B contains a true and correct list of all Personal Property [REDACTED]. No later than five (5) days before the Closing, Seller will update Exhibit B as necessary to reflect the Personal Property as of such date and deliver a copy of such updated Exhibit B to Buyer.

3.3 Each Ground Lease is in full force and effect. Neither Seller nor, to Seller's knowledge, Landlord is in material default in the performance of its obligations under any Ground Lease. A true, correct and complete copy of each Ground Lease has been furnished to Buyer.

3.4 Upon occurrence of Substantial Completion in accordance with the provisions of the EPC Contract, (a) Seller shall take reasonable efforts to have (i) the Subject Property inspected and approved by applicable Governmental Authorities for the use permitted under the Facility Lease, and (ii) a final certificate of occupancy, if applicable, issued for the Subject Property, and (b) Seller represents and warrants that as of the Closing Date, Seller anticipates that the Subject Property will be able to produce renewable natural gas meeting the requirements of the

101259633.24

Renewable Natural Gas Services Agreement, the Facility Lease and the EPC Contract for a period of at least three years after Final Completion has occurred in accordance with the EPC Contract.

3.5 There is no litigation, arbitration, or administrative proceeding pending nor, to the knowledge of Seller, threatened in writing against Seller or the Subject Property, except as set forth in Schedule 3.5.

3.6 The Premises have access to/from dedicated public roadways and are each served by public utilities providing electrical, gas and telephone service sufficient for the planned use of the Premises, except where the failure to provide such access or public utilities would not reasonably be expected to have a material adverse effect.

3.7 Except as set forth in Schedule 3.7, there are no agreements with or in favor of any Governmental Authority and no conditions have been imposed by any Governmental Authority (other than compliance with laws of general application) in connection with the development of the Premises and its compliance with Legal Requirements which will survive Closing or affect the Premises post-Closing. The Improvements comply (or upon completion will comply) in all material respects with all Legal Requirements governing or regulating the use, construction and operation thereof, and comply (or upon completion will comply) with all Insurance Requirements and all Permitted Liens. Seller has not received any written notice of violation of any Legal Requirement or Insurance Requirement. The Improvements will be constructed above the high water elevation of any 100-year flood plain.

3.8 Except for Hazardous Materials in amounts and concentrations typical for a dairy farm, which to Seller's knowledge do not violate Legal Requirements, Seller has no knowledge of any Hazardous Materials being generated, stored or released on the Land or any contiguous lands. No Hazardous Materials have been (or will be) released to the air, soil or groundwater or used in the construction of the Improvements, except as would not reasonably be expected to result in a violation of Environmental Laws or liability pursuant to Environmental Laws. The development of the Land and the construction of the Improvements have been performed (and will be performed) in substantial compliance with all environmental Legal Requirements. Seller has no knowledge of any wells (whether in use or shut down) or any underground storage tanks on the Land.

3.9 There is no condemnation or eminent domain proceeding affecting the Premises now pending or, to the knowledge of Seller, threatened.

3.10 Seller and, to the knowledge of Seller, each Person or entity owning an interest in Seller, is (a) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**"), (b) not a Person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, and (c) not an Embargoed Person (as hereinafter defined). To Seller's knowledge, none of the funds or other assets of Seller constitute property of, or are beneficially

owned, directly or indirectly, by any Embargoed Person, and to Seller's knowledge, no Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). The term "**Embargoed Person**" means any Person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§1701, et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder.

4. Seller's Covenants.

4.1 Seller has obtained or will prior to the Closing, apply for, obtain and pay for all Permits required for the construction and occupancy of the Premises for the use and the operation of the Improvements. The Permits obtained or to be obtained by Seller are described on Schedule 4.1.

4.2 Seller has executed or will execute contracts (the "**Construction Contracts**") for the construction of the Improvements and the construction and installation of the Personal Property in accordance with the Plans with the contractors, subcontractors, or materialmen identified on Schedule 4.2. During the period of construction, Seller shall obtain properly executed waivers and releases of lien that satisfy the applicable Construction Lien Requirements. Other than with respect to Punchlist Items and any matters relating to Final Completion, Seller shall pay by the Closing all monies due and owing to EPC Contractor.

4.3 Seller shall use commercially reasonable efforts to achieve Substantial Completion by [REDACTED], as extended by any event of Force Majeure, perform Seller's obligations under the Construction Contracts or by later notice to Buyer, enforce the obligations of each contractor thereunder in accordance with the terms of the Construction Contracts, and pay the contractor employed in connection therewith. Seller will not amend the Construction Contracts in any material way without Buyer's consent, which will not be unreasonably withheld; provided that Buyer's consent shall not be needed with respect to changes that relate solely to the plans and specifications for, time for completion of, or cost of construction of, the Improvements. Seller will pay by the Closing all monies due and owing to the contractor under the Construction Contracts for labor or material performed, rendered or supplied to the Premises in accordance with the Construction Contract. If due to the occurrence of an event of Force Majeure (other than damage or destruction to the Subject Property, which shall be governed by the provisions of Section 12.4), Substantial Completion is not achieved by [REDACTED] either party may exercise a Termination Option at any time thereafter that is prior to the occurrence of Substantial Completion, by giving written notice to the other, and upon such termination neither party shall have any further obligation under this Contract, except as otherwise provided in this Contract.

4.4 Seller filed all Notices of Commencement required with respect to construction of the Subject Property in accordance with the provisions of Section 713.13, Florida Statutes and posted a certified copy thereof on the Premises.

4.5 Prior to Closing, Seller shall keep the Subject Property insured against loss or damage by fire and obtain standard form "all risks" insurance insuring the Premises on a replacement cost basis and on the other terms and conditions set forth in Schedule 4.5.

4.6

[REDACTED]

4.7 Seller shall pay all costs incurred or arising from the operation and maintenance of the Premises prior to Closing and pay all costs required to be paid in connection with each Ground Lease.

4.8 Seller shall pay all monies due and owing to EPC Contractor with respect to Punchlist Items and any matters related to Final Completion when due; provided that any disputed amounts claimed by EPC Contractor to be due and owing to EPC Contractor shall only be paid by Seller upon and in accordance with any resolution of such disputes; and provided further that any construction lien arising out of any such dispute will be transferred to a Transfer Bond within 30 days after notice thereof, but in any event prior to Closing.

4.9 Seller shall perform and materially comply with the obligations of the Seller set forth in each Ground Lease.

4.10 Seller shall disclose to Buyer in writing any change in the matters covered under Section 3 that occur between the date of execution of this Contract and the Closing Date.

5. Seller's Restrictions. Prior to Closing, Seller shall not enter into any contract of sale of the Subject Property or any material portion thereof or any mortgage affecting the Subject Property or any portion thereof, or grant any Liens or other rights or encumbrances affecting title to the Premises (other than the Permitted Liens and Permitted Encumbrances) or amend or modify any Ground Lease or any Construction Contract in any material respect, without Buyer's prior written consent, which consent shall not be unreasonably withheld except as provided in Section 4.3.

6. Conditions Precedent. As conditions precedent to Buyer's obligation to purchase the Subject Property and to perform its other obligations at Closing:

6.1 Seller shall have performed or observed all of the covenants in this Contract, including without limitation any covenants of Seller in Section 2.2, Section 3, Section 4 and Section 5 hereof, and shall have cured any material breach by Seller of any covenant of Seller in this Contract.

6.2 The Subject Property shall have achieved Substantial Completion.

6.3 Buyer shall have received, at Seller’s cost, the boundary survey described in Section 2.2(e) which satisfies all requirements set forth in Section 2.2(e).

6.4 The Interconnection Agreements shall have been entered into and be in full force and effect and the Biogas Lines and the Extension Facilities (as such term is defined in the Renewable Gas Service Agreement) are ready for service.

6.5 [REDACTED]

6.6 All of Seller’s representations and warranties in this Contract shall be true and correct as of the Closing Date in all material respects or if and to the extent such representations and warranties are qualified by the word “material” or similar qualification, shall be true and correct, as qualified (unless any such representation and warranty relates solely to an earlier date, in which case it shall have been true and correct in all material respects as of such earlier date).

6.7 At least one day prior to Closing, Seller shall tender or cause to be tendered all of the items required by Section 9 (with signatures to be released at Closing).

6.8 Satisfaction of all reasonable requirements and conditions, other than those solely within Buyer’s ability to satisfy and other than a deed, to the issuance at Closing by the Title

Company of a title insurance policy (or marked-up Commitment) in the amount of the Purchase Price, insuring good and marketable fee simple title to a leasehold interest in the Land and the Improvements, subject only to Permitted Encumbrances, and without conditions and without exception for Construction Liens, parties in possession or survey matters that adversely affect the use or operations of the Improvements (the “**Title Policy**”). Buyer and Seller shall cooperate to satisfy all reasonable requirements and conditions of Buyer with respect to the following encumbrances held by Florida Power and Light (“**FPL**”) prior to Closing: (a) Easement recorded at OR Book 284, Page 566, (b) Easement recorded at OR Book 352, Page 465 and (c) Easement recorded as instrument no. 2021002593.

6.9 Buyer shall have received (a) a Sublease Recognition Agreement from each fee owner in substantially the form attached hereto as Schedule 6.9(a), and to the extent not in the same form, as is acceptable to Buyer in its reasonable discretion, (b) a Sublease Recognition Agreement from each holder of a mortgage or other Lien upon the Land, if any, in substantially the form attached hereto as Schedule 6.9(b), and to the extent not in the same form, as is acceptable to Buyer in its reasonable discretion, (c) Options to Lease for each Ground Lease in substantially the form attached hereto as Schedule 6.9(c), and to the extent not in the same form, as is acceptable to Buyer in its reasonable discretion, (d) Lease Estoppels in substantially the form attached hereto as Schedule 9.5 and to the extent not in the same form, as is acceptable to Buyer in its reasonable discretion; provided, such estoppels shall not disclose any material defaults of Seller thereunder or any conflict with Seller’s representations and warranties set forth in this Contract pertaining to such Ground Lease (the “**Lease Estoppels**”), (e) an estoppel certificate with respect to each Manure Supply Agreement, in substantially the form attached hereto as Schedule 6.9(e), and (f) easements from each landowner in substantially the form attached hereto as Schedule 6.9(f) and to the extent not in the same form, as is acceptable to Buyer in its reasonable discretion (such documents described in Section 6.9(a) through Section 6.9(f), collectively, the “**Larson Documents**”).

6.10 Buyer shall have obtained all necessary corporate approvals authorizing payment of the Updated Purchase Price.

6.11 Buyer and Seller shall have used commercially reasonable efforts to cooperate in finalizing the executable versions of the Larson Documents with all third parties thereto.

6.12 [REDACTED]

7. Performance. Seller and Buyer shall use commercially reasonable efforts to perform with reasonable dispatch the acts to be done by each of them in order to comply with the conditions of Section 6.

8. Closing.

8.1 Seller shall notify Buyer in writing on the date that Seller receives a Certificate of Substantial Completion from the Contractor under the EPC Contract. Seller will not countersign such Certificate until Buyer agrees, based on an Engineer's Certificate, that "Substantial Completion" as defined in the EPC Contract has occurred. Seller shall cause the date that the parties agree that Substantial Completion under this Contract has occurred to be the Commercial Operation Date under the Manure Supply Agreements and the Ground Leases by giving notice under the Ground Leases and the Manure Supply Agreements that the Commercial Operation Date has occurred as of such date. Such notice shall be the "Commercial Operations Notice" under the Ground Leases and the Manure Supply Agreements.

8.2 Provided that all of the conditions precedent under Section 6 of this Contract have been satisfied (or waived by Buyer), the Closing shall occur in escrow with the Title Company no more than ten (10) business days following the Commercial Operation Date, but shall be effective as of the Commercial Operation Date.

8.3

[REDACTED]

9. Seller's Closing Obligations. At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

9.1 The Sublease in the form attached as Schedule 9.1, duly executed by Seller.

9.2 A guaranty for Seller's payment obligations under the Lease substantially in the form of Exhibit C-2, duly executed by Guarantor.

9.3 A bill of sale substantially in the form annexed as Schedule 9.3, transferring to Buyer good title to the Personal Property.

9.4 A certificate, substantially in the form of Schedule 9.4, stating that the representations and warranties of Seller made herein are true and correct as of the Closing Date in all material respects or if and to the extent such representations and warranties are qualified by the word “material” or similar qualification, are true and correct, as qualified (unless any such representation and warranty relates solely to an earlier date, in which case it shall be true and correct in all material respects as of such earlier date).

9.5 Each of the Larson Documents, duly executed by Seller (as applicable) and all the applicable counterparties thereto (other than Buyer).

9.6 An affidavit in the form attached hereto as Schedule 9.6.

9.7 Instruments releasing all Liens other than Permitted Liens.

9.8 An assignment of all warranties in favor of Seller under the Construction Contracts, together with a consent to such assignment from each contractor thereunder pursuant to the terms and conditions of the Lease.

9.9 Evidence of the due authorization of the execution and performance of this Contract, the documents described in this Section 9 and the sale of the Subject Property.

9.10 A certificate, in the form provided for in the regulations promulgated by the Treasury Department pursuant to § 1445 of the Internal Revenue Code of 1986, as amended (the “Code”) stating, under penalty of perjury, Seller’s United States taxpayer identification numbers and that Seller is not a foreign Person.

9.11 Intentionally deleted.

9.12 Evidence of payment, or provision satisfactory to Buyer for payment, of all of the costs referred to in Section 4.2.

9.13 The Facility Lease in the form of Schedule 9.13, duly executed by Seller.

9.14 The assignment agreement substantially in the form attached hereto as Schedule 9.14, duly executed by Seller.

9.15 Any other documents expressly required by the terms of this Contract.

10. Buyer’s Closing Obligations. At Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

10.1 Evidence of the due authorization of the execution and performance of this Contract.

10.2 A certificate, substantially in the form of Schedule 10.2, stating that the representations and warranties of Buyer made herein are true and correct as of the Closing Date in

all material respects or if and to the extent such representations and warranties are qualified by the word “material” or similar qualification, are true and correct, as qualified (unless any such representation and warranty relates solely to an earlier date, in which case it shall be true and correct in all material respects as of such earlier date).

10.3 The Sublease in the form attached as Schedule 9.1, duly executed by Buyer.

10.4 The Facility Lease in the form of Schedule 9.13, duly executed by Buyer.

10.5 The Purchase Price, as adjusted pursuant to Section 1.1(e), and subject to the provisions of Section 6.5 regarding the Holdback.

10.6 The assignment agreement substantially in the form attached hereto as Schedule 9.14, duly executed by Buyer.

10.7 Duly executed counterparts of each of the Larson Documents to which Buyer is a party.

11. Closing Adjustments and Payments.

11.1 To the extent not to be paid by Seller under the Facility Lease, all personal property Taxes and other Taxes imposed on the owner of the Subject Property (including assessments) shall be apportioned between the parties on a basis of the actual number of days in the year and in the month of Closing, as of 11:59 P.M. of the date preceding the Closing Date. If the Closing shall occur before the Taxes are fixed for the current tax year, the apportionment of such Taxes shall be tentatively made on the basis of the best available information on the current assessment and tax rate and shall be finally adjusted (and any necessary payments shall be made) at such time as the tax bill shall be issued.

11.2 [REDACTED]

11.3 [REDACTED]

11.4

11.5

12. Casualty and Condemnation.

12.1 If prior to Closing there shall occur any taking of the Premises (or any part thereof) by eminent domain (such event, a “**Taking**”), Seller shall deliver to Buyer a written notice of such Taking and a description in reasonable detail of the parcel being taken (the “**Taking Notice**”) no later than five (5) days after the commencement of such Taking. No later than sixty (60) days after delivery to Buyer of the Taking Notice, Seller shall notify Buyer whether, as a result of such Taking, using commercially reasonable efforts, Seller is able to complete construction of the Project (without regard for any necessary timing delays). Buyer shall not, and shall cause its Affiliates not to, cause any Taking.

12.2 If Seller shall reasonably determine that Seller is unable to complete construction of the Project using commercially reasonable efforts pursuant to Section 12.1, then (i) this Contract shall terminate effective the date Seller notifies Buyer of its determination, (ii) Seller shall have no further obligation to complete construction of the Project, and (iii) Seller shall receive the proceeds of such Taking.

12.3 If Seller shall determine that Seller is able to complete construction of the Project using commercially reasonable efforts and so notifies Buyer pursuant to Section 12.1, then (i) this Contract shall remain in full force and effect, (ii) Seller shall complete construction of the Project pursuant to the terms of this Contract, and (iii) the Closing Deadline shall be extended by a period of time mutually agreed between the parties in good faith. If clause (iii) of this Section 12.3 is applicable and Buyer decides not to agree to the extent the Closing Deadline past failure to complete construction by shall not be a default by Seller under this Contract.

12.4 If prior to Closing there shall occur any damage or destruction to the Subject Property by fire or other casualty that Seller does not reasonably believe can be restored by the Closing Deadline, Seller shall notify Buyer that the casualty will cause the Improvements not to have achieved Substantial Completion by the Closing Deadline and provide a new Closing Deadline. Buyer shall have the right to exercise a Termination Option within 30 days of such notice by Seller, and Seller shall receive the insurance proceeds, but in no event shall Buyer be obligated to pay Seller the Purchase Price or any other amount as a result of such termination. If Buyer does not exercise a Termination Option, then this Contract shall remain in force and the parties shall proceed under the terms of this Contract with the new Closing Deadline, and Seller shall be entitled to receive the insurance proceeds to apply to the costs of reconstruction of the Improvements.

12.5 This Section 12 is an express provision with respect to destruction and eminent domain and is intended to supersede any applicable statute regarding risk of loss.

13. Brokerage.

13.1 The parties agree that no broker brought about the transactions contemplated by this Contract. Seller represents and warrants that it has not employed any Person to act as a broker in connection with a sale of the Subject Property or the transactions contemplated by this Contract pursuant to any express or implied contract, and that it has not acted in a manner that could incur liability to any Person for brokerage commissions, finders fees or other remuneration in connection with a sale of the Subject Property or the transactions contemplated by this Contract based on any course of dealings or conduct deemed to be tortious, or on quantum meruit. Buyer represents and warrants that it has not communicated, in writing or orally, with any broker about the purchase of the Subject Property, and that it has not acted in a manner that could incur liability to any Person for brokerage commissions, finders fees or other remuneration in connection with a sale of the Subject Property or the transactions contemplated by this Contract based on any course of dealings or conduct deemed to be tortious, or on quantum meruit.

13.2 Seller shall be responsible for any brokerage commission legally determined to be due to any broker claiming by, through or under Seller, and shall indemnify Buyer and hold Buyer harmless from any loss, liability, damage, cost or expense (including without limitation, reasonable attorneys' fees) paid or incurred by Buyer by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any such broker. Buyer shall be responsible for any brokerage commission legally determined to be due to any broker claiming by, through or under Buyer and, as between Seller and Buyer, shall also be responsible for any loss, liability, damage, cost or expense (including without limitation, reasonable attorneys' fees) paid or incurred by Seller by reason of any claim to any broker's finder's or other fee in connection with this transaction by any such broker.

14. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that the following statements are true and correct on the date of this Contract and shall be true and correct on Closing.

14.1 Buyer is duly organized and validly exists as a corporation under the laws of the State of Florida, and is qualified to do business in the state in which the Premises is located.

Buyer has the right and authority to enter into this Contract. The Person signing this Contract on behalf of Buyer is authorized to do so. The execution and delivery of this Contract or any other document in connection with the transactions contemplated by this Contract will not violate any provision of Buyer's organizational documents or of any regulations or laws to or by which Buyer is bound. This Contract has been duly authorized, executed and delivered by Buyer, is a valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms. Buyer has obtained all consents, permits, approvals and permissions required under any covenant, agreement, encumbrance, law or regulation by which Buyer is bound.

14.2 There is no contract to which Buyer is a party or that is binding on Buyer which is in conflict with this Contract. There is no action or proceeding pending or threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Contract.

14.3 Buyer is not a Person with whom Seller is prohibited from engaging in this transaction due to any United States government embargoes, sanctions, or terrorism or money laundering laws, including, without limitation, due to Buyer or any party that has ownership in or control over Buyer being (i) subject to United States governmental embargoes or sanctions (ii) in violation of terrorism or money laundering laws, or (iii) listed on a published United States government list (e.g., the List maintained by OFAC or other lists of similar import).

15. Seller's Conditions Precedent. As conditions precedent to Seller's obligation to sell the Subject Property and to perform its other obligations at Closing, Buyer shall have performed or complied with all covenants on Buyer's part to be complied with on or prior to Closing.

16. Breach.

16.1 Seller's Remedies. [REDACTED]

16.2 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

SELLER'S INITIALS:

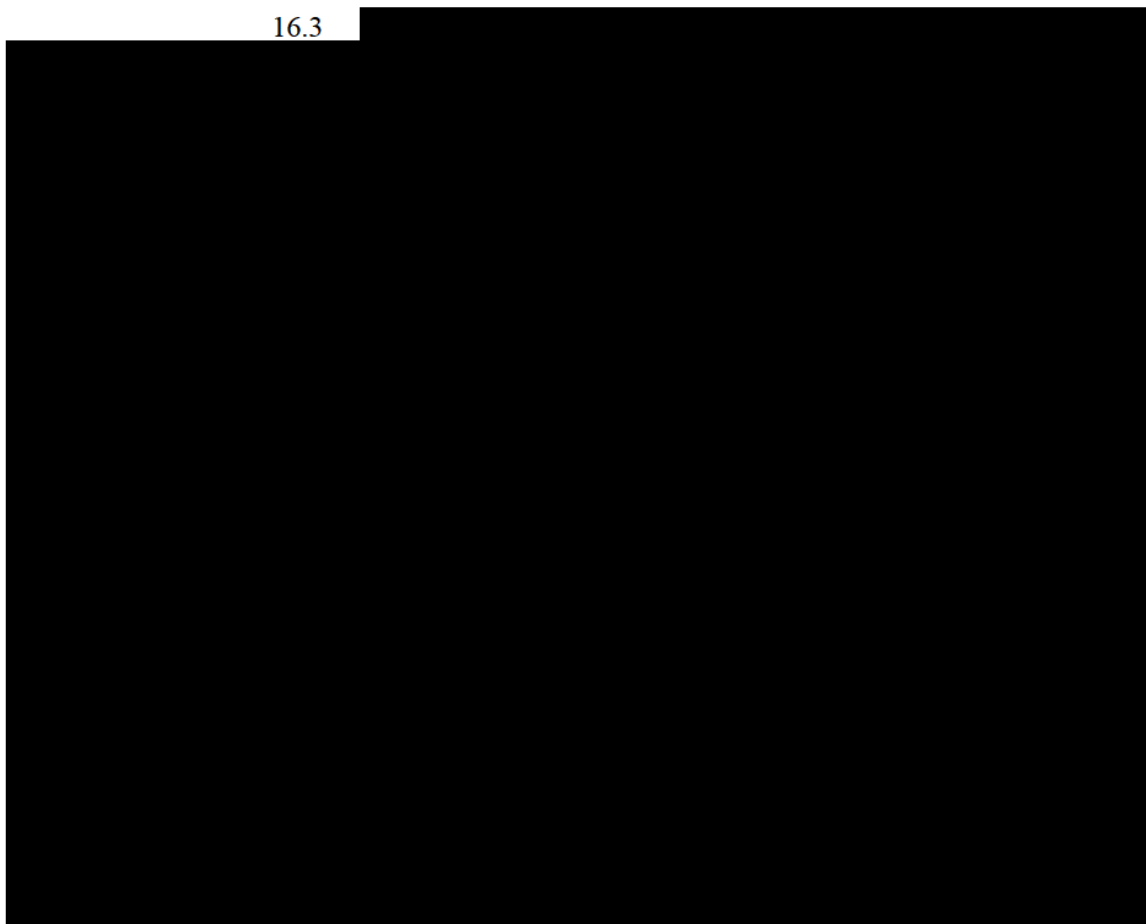
PHS

BUYER'S INITIALS:

(f)



16.3



SELLER’S INITIALS:

BUYER’S INITIALS:

TOC *LR*
E-Signed E-Signed

(f)

[REDACTED]

16.3

[REDACTED]

[REDACTED]

17. Survival. No claim for breach of any representation or warranty made in this Contract may be made unless a party shall have delivered, with respect to such claim, a notice of claim to the other party prior to the date that is eighteen (18) months after the Closing Date; provided, however, that a claim for any breach of any Fundamental Representation may be made at any time prior to the date that the statute of limitations applicable thereto expires. All covenants, indemnities, agreements and obligations of each party made at or before Closing shall survive until fully performed and the performing party shall not have liability whatsoever with respect to any such covenant, indemnity or agreement thereafter.

18. Assignment; Binding Effect. Neither this Contract nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party which will not be unreasonably withheld. The stipulations herein shall bind and inure to the benefit of the parties hereto and their respective successors, assigns and distributees.

19. Miscellaneous. If the day for performance of any action described in this Contract shall fall on a Saturday, Sunday or a day on which the banks are closed in California or in the State in which the Subject Property is located, the time for such action shall be extended to the second business day after such Saturday, Sunday or day in which the banks are closed. All payments to be made under this Contract shall be paid in United States Dollars.

20. Notices. Any notices to the parties pursuant to the provisions hereof shall be in writing and delivered by Federal Express or other express courier or e-mail in PDF format, as follows:

If to Seller: Brightmark Sobek RNG LLC
1725 Montgomery Street, Floor 3
San Francisco, CA 94111
Attention: General Counsel
Email: legal@brightmarkenergy.com

With a copy to: Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100
Austin, Texas 78701
Attention: Becky Diffen
E-mail: becky.diffen@nortonrosefulbright.com

If to Buyer: Peoples Gas System
702 N. Franklin Street
Tampa, Florida 33601
Attention: Bill Blake

E-mail: wblake@tecoenergy.com

With a copy to: Peoples Gas System
702 N. Franklin Street
Tampa, Florida 33601
Attention: General Counsel

All notices shall be effective upon receipt by the means set forth above. Notices by e-mail shall be effective upon receipt. Counsel named above for a party may give notices for that party with the same force and effect as if given by the party.

21. Entire Agreement. This Contract and the Schedules annexed hereto, as well as the Facility Lease and all other agreements related to the transactions contemplated herein, constitute the entire understanding between the parties hereto and may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

22. Governing Law. This Contract is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of Florida and shall be in all respects governed, construed, applied and enforced in accordance with the laws of the State of Florida.

23. Counterparts; Electronic Transmissions. This Contract may be signed by the parties in different counterparts and the signature pages combined shall create a document binding on all parties. Signatures delivered via facsimile or electronic mail may be relied upon for all purposes as fully as original signatures.

24. Waiver of Trial by Jury. SELLER AND BUYER EXPRESSLY WAIVE TO THE FULL EXTENT PERMITTED BY LAW THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY SELLER AND BUYER.

25. Fees and Costs. Should either party hereto institute any action or proceeding in court to enforce any provision of this Contract or for damages by reason of any alleged breach of any provision of this Contract or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with said proceedings ("**Fees and Costs**"). The provisions of this Section shall survive the Closing or any termination of this Contract.

26. Limitation on Liability. No Member, partner, director, officer, shareholder, employee, advisor, agent, attorney, or manager, in or of Seller (each, a "**Seller Party**"), or in or of Buyer (each, a "**Buyer Party**") has any personal liability, directly or indirectly, under this

Contract. These limitations are in addition to, and not in limitation of, any other Seller or Buyer limitation of liability.

27. State Specific Provisions.

27.1 RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to Persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28. Construction. As used in this Contract, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Contract shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Contract or any part of it to be construed against the party causing this Contract to be written. The parties acknowledge that (a) the parties occupy equal bargaining positions, (b) the parties are sophisticated buyers and sellers of the type of Premises and Improvements that are the subject of this Contract, and (c) each party has had a full and fair opportunity to review this Contract and to have it reviewed by counsel. If any words or phrases in this Contract have been stricken, whether or not replaced by other words or phrases, this Contract shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Contract or from the fact that such matters were stricken.

29. Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, any and all such further acts, instruments, deeds, and assurances as may be reasonably required to consummate the transaction contemplated hereby.

30. Relationship of the parties. The relationship of Seller and Buyer are solely that of Seller and Buyer. Nothing is intended to create a partnership or joint venture between the parties or make one party the agent of the other.

31. Contract Binding Only Upon Execution. The delivery of this Contract in unexecuted form does not constitute an agreement. This Contract shall only be effective when it is fully executed by both Buyer and Seller.

32. Severability. Any provision or part of this Contract that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

33. Headings. The Section headings of this Contract are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

34. Modification/Waiver. No supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by each of Seller and Buyer. No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

35. Confidentiality. Each party agrees that it will treat in confidence (and cause its agents and representatives to treat in confidence) all documents, materials and other information that is proprietary and/or non-public related to the Project, the Subject Property, this Contract, and the transactions contemplated under this Contract and the Facility Lease which it currently has or obtains, and such documents, materials and information shall not be communicated to any third Person (other than each party's counsel, accountants, financial advisors or lenders). The obligation of each party to treat such documents, materials and other information in confidence shall not apply to any information which (i) is on the date hereof or hereafter becomes generally available to the public other than as a result of a disclosure by such party or its representatives, (ii) was available to such party on a non-confidential basis prior to its disclosure to such party or becomes available to such party on a non-confidential basis, in each case from a source other than another party, or any of its respective representatives, which source was not itself known to such party to be bound by a confidentiality agreement with such other party or its representatives, (iii) based upon the opinion of such party's outside counsel, is required to be disclosed in order that such party not commit a violation of Applicable Law. The parties recognize and acknowledge that a breach of this Section 36 by a party will cause the other party to be irreparably harmed and that other party will not have an adequate remedy at law in the event of actual or threatened violation by the breaching party, and therefore the parties agree that in such an event the other party shall be entitled to an injunction, without bond, or an appropriate decree of specific performance or any other appropriate equitable relief.


36. Announcements. All public announcements by either Buyer or Seller in relation to this Contract and the transactions contemplated under this Contract and the Facility Lease shall be discussed in advance with, and approved by the other party, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that notwithstanding any other provision of this Contract, either party may disclose, without obtaining approval from the other party, the names, locations and sizes of the Project, that Seller sold the Subject Property to Buyer, and that Buyer leased the Subject Property to Seller.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Contract as of the date first above written.

SELLER:

Brightmark Sobek RNG LLC, a Delaware limited liability company

By: 
Name: Zeina El-Azzi
Title: Vice President

Date: _____

BUYER:

Peoples Gas System, a division of Tampa Electric Company

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Contract as of the date first above written.

SELLER:

Brightmark Sobek RNG LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Date: _____

BUYER:

Peoples Gas System, a division of Tampa Electric Company

Timothy O'Connor
By: to'connor@tecoenergy.com
Name: Timothy O'Connor
Title: VP, Sustainability

Date: 09/10/2021

Lew Rutkin
By: lrutkin@tecoenergy.com
Name: Lew Rutkin
Title: VP, Business Development

Date: 09/10/2021

[Signature Page to Purchase and Sale Agreement]

EXHIBIT A

Land Description

(See attached)

Exhibit "A"

Legal Description of the Leased Premises


Legal Description of Land applicable to Ground Lease 1 (Barn 4):

BEING A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 36 EAST, OKEECHOBEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 00°45'23" EAST ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 2064.83 FEET; THENCE SOUTH 89°14'37" WEST, 1723.28 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING A POINT ON THE WEST LINE OF THE SECOND EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 706, PAGE 284 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA; THENCE SOUTH 18°36'35" WEST ALONG SAID WEST LINE, 692.98 FEET; THENCE NORTH 90°00'00" WEST, 655.12 FEET; THENCE NORTH 00°00'00" WEST, 584.88 FEET; THENCE NORTH 84°51'17" EAST, 721.99 FEET; THENCE NORTH 87°24'35" EAST, 157.35 FEET TO THE POINT OF BEGINNING.

AND

A 25.00 FOOT WIDE ACCESS EASEMENT BEING A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 36 EAST, OKEECHOBEE COUNTY, FLORIDA. THE CENTERLINE OF SAID 25.00 FOOT WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

<div style="border: 1px solid black; padding: 2px; width: 100%;"> <div style="border: 1px solid black; padding: 2px; width: 100%;">15</div> <div style="border: 1px solid black; padding: 2px; width: 100%;">00</div> </div>	<div style="border: 1px solid black; padding: 2px; width: 100%;"> <div style="border: 1px solid black; padding: 2px; width: 100%;">A 15-000</div> <div style="border: 1px solid black; padding: 2px; width: 100%;">0000</div> </div>	T. J. MILLIN CHAIRMAN BOARD OF DIRECTORS NIA 07/27/00 NIA			SKETCH AND LEGAL DESCRIPTION OF A 25' ACCESS EASEMENT FOR BRIGHTMARK ENERGY AT LARSON DAIRY BARN 4	 <p>F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF ADOPTION/NO. 18 4241 2827 WEST ANDERSON, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7170 FAX (561) 478-7022 Web Site: www.frsurvey.com</p>
--	--	--	--	--	---	--

SURVEYOR'S NOTES



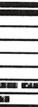








1. THE BEARING SHOWN HEREON REFER TO SOUTH 00°45'23" EAST (STATE PLANE GRID) ALONG THE EAST LINE OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 36 EAST, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS IS NOT A BOUNDARY SURVEY.
3. ALL EASEMENT SIDE LINES SHALL BE EXTEND AND TRIMMED AS NECESSARY TO FORM A CONTIGUOUS EASEMENT PARCEL WITHIN THE DESCRIBED BOUNDARIES.
4. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS FIRM FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD THAT MAY AFFECT THE SUBJECT SITE.
5. BEARING AND DISTANCES SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983 / 1999 ADJUSTMENT (NAD 83/1999), FLORIDA EAST ZONE, LINEAR UNITS ARE U.S. SURVEY FEET.
6. THIS DESCRIPTION IS NOT VALID WITHOUT THE ACCOMPANY SKETCH SHOWN ON SHEETS 1-3.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

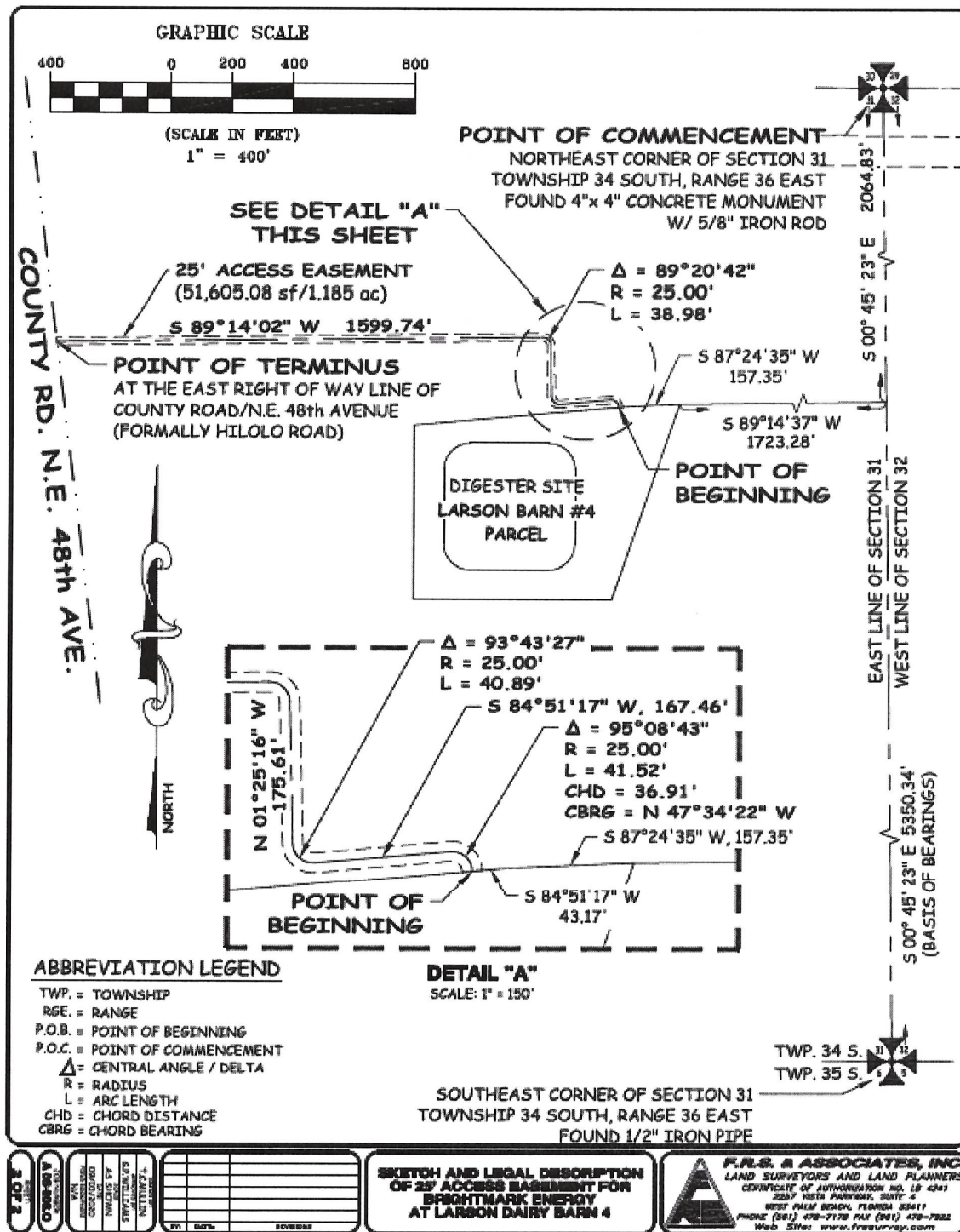
F.R.S. AND ASSOCIATES, INC.

BY: _____
GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION No. 4817
FOR THE FIRM

SKETCH AND LEGAL DESCRIPTION
OF A 25' ACCESS EASEMENT FOR
BRIGHTMARK ENERGY
AT LARSON DAIRY BARN 4

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. 18 4841
2227 105TH PARKWAY, SUITE 2
WEST PALM BEACH, FLORIDA 33411
PHONE (561) 478-7128 FAX (561) 478-7822
Web Site: www.frsurvey.com



AND

Utility Easement referenced in Section 6 of Ground Lease 1 (Barn 4);

AND

Legal Description of Land applicable to Ground Lease 2 (East End/Barns 5 and 8):

BEING A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 37 SOUTH, RANGE 36 EAST, OKEECHOBEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°14'39" EAST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 2491.31 FEET; THENCE NORTH 00°45'21" WEST, 86.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°18'50" EAST, 870.37 FEET; THENCE NORTH 03°41'16" WEST, 545.20 FEET; THENCE SOUTH 86°18'46" WEST, 996.74 FEET; THENCE SOUTH 03°41'14" EAST, 347.59 FEET; THENCE SOUTH 36°17'25" EAST, 234.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 530931.38 SQUARE FEET OR 12.19± ACRES MORE OR LESS.

AND

BEING A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 37 SOUTH, RANGE 36 EAST, OKEECHOBEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 09°23'11" EAST ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 3001.06 FEET ; THENCE NORTH 86°29'49" EAST, 26.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 86°29'49" EAST, 1053.68 FEET; THENCE NORTH 03°38'51" WEST, 625.00 FEET; THENCE SOUTH 86°29'49" WEST, 1052.10 FEET; THENCE SOUTH 03°30'11" EAST, 625.00 FEET TO THE POINT OF BEGINNING;

AND

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO SOUTH 09°23'11" EAST (STATE PLANE GRID) ALONG THE WEST LINE OF SECTION 5, TOWNSHIP 37 SOUTH, RANGE 36 EAST, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS IS NOT A BOUNDARY SURVEY.
3. ALL EASEMENT SIDELINES SHALL BE EXTEND AND TRIMMED AS NECESSARY TO FORM A CONTIGUOUS EASEMENT PARCEL WITHIN THE DESCRIBED BOUNDARIES.
4. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS FIRM FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD THAT MAY AFFECT THE SUBJECT SITE.
5. BEARING AND DISTANCES SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983 / 1999 ADJUSTMENT (NAD 83/99), FLORIDA EAST ZONE, LINEAR UNITS ARE U.S. SURVEY FEET.
6. THIS DESCRIPTION IS NOT VALID WITHOUT THE ACCOMPANY SKETCH SHOWN ON SHEETS 1-8.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

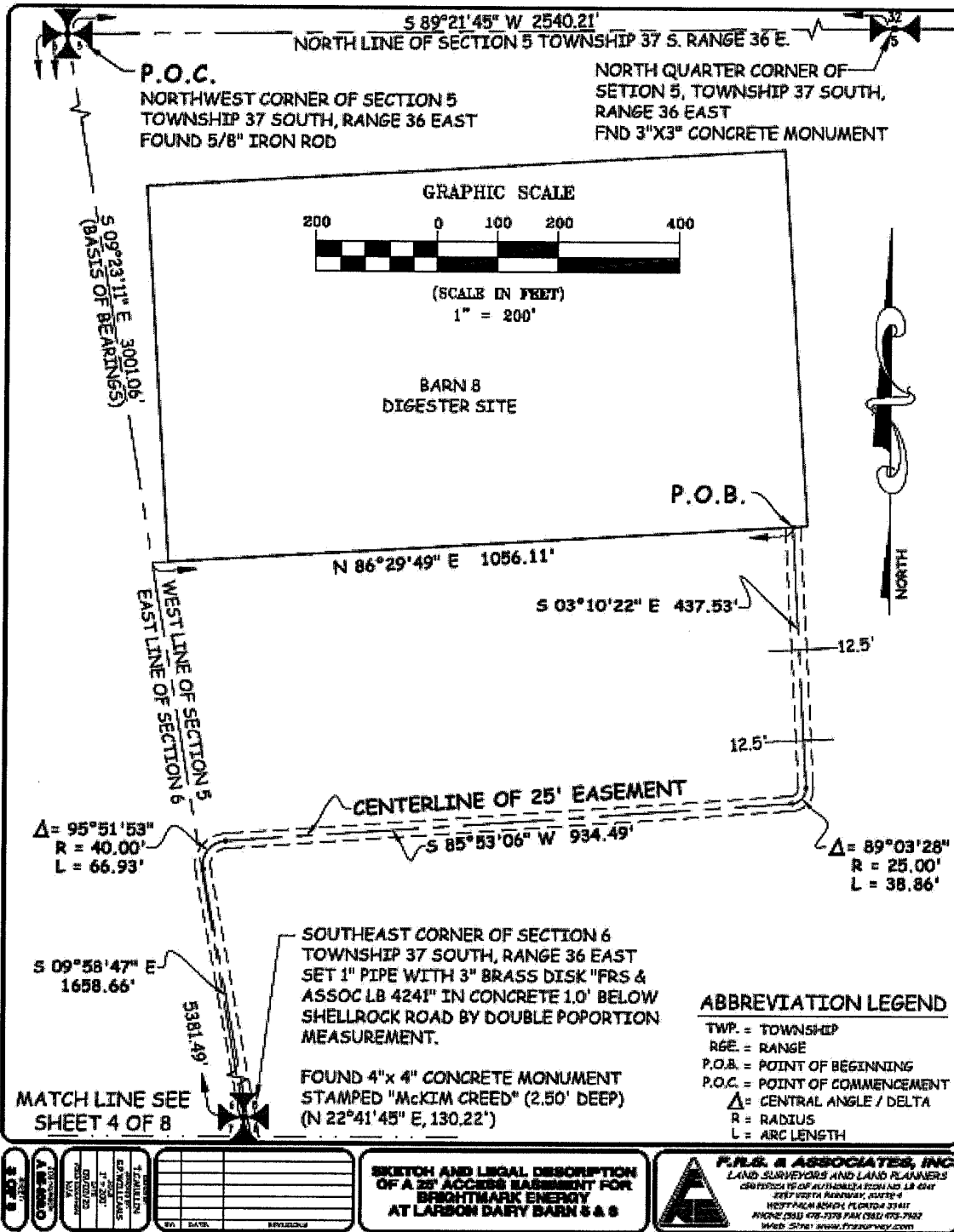
BY: _____
GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION No. 4817
FOR THE FIRM

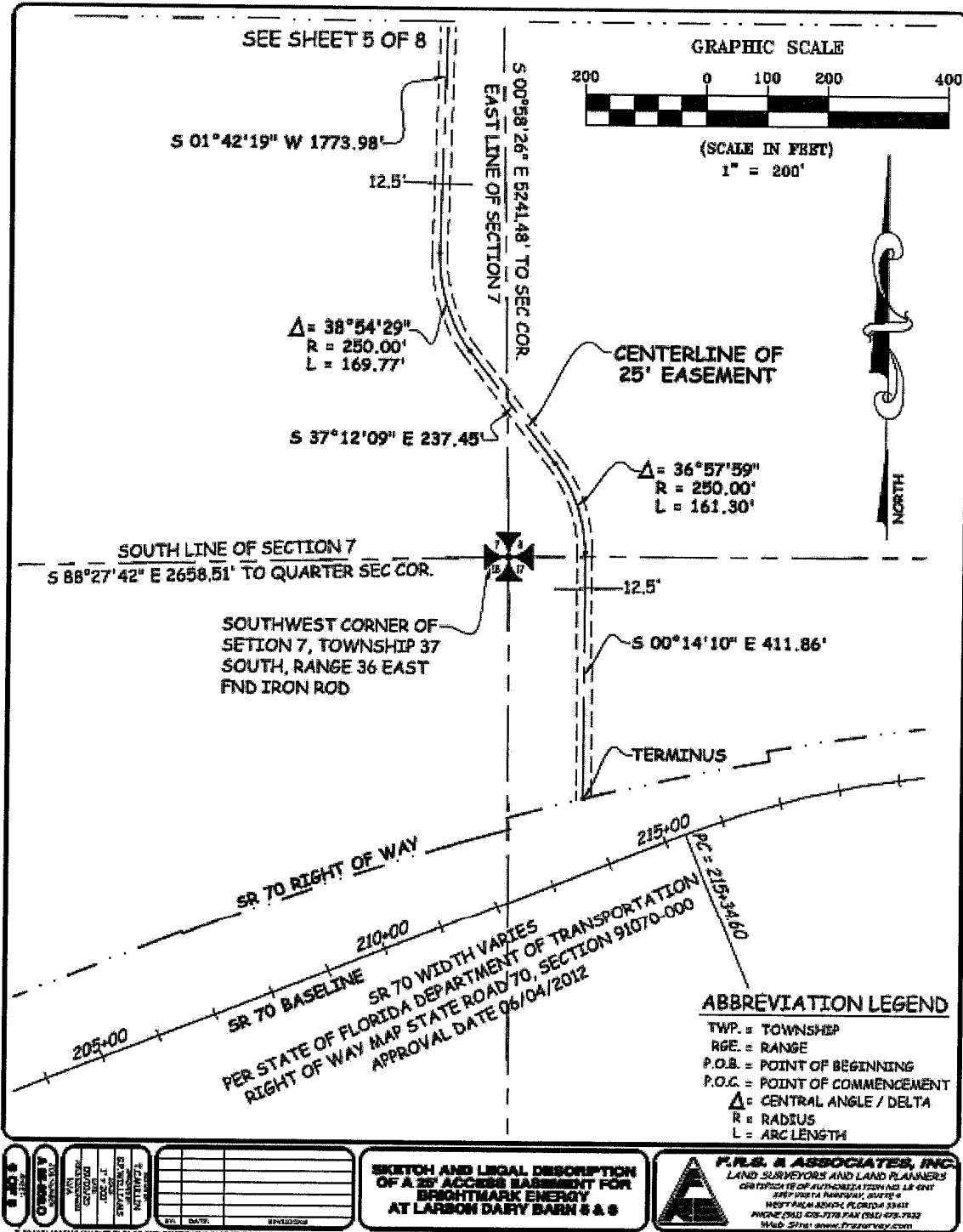
NO. 1	DATE	BY	REVISIONS
000001	03/03/2023	GARY P. WILLIAMS	
000002	03/03/2023	GARY P. WILLIAMS	
000003	03/03/2023	GARY P. WILLIAMS	
000004	03/03/2023	GARY P. WILLIAMS	
000005	03/03/2023	GARY P. WILLIAMS	
000006	03/03/2023	GARY P. WILLIAMS	
000007	03/03/2023	GARY P. WILLIAMS	
000008	03/03/2023	GARY P. WILLIAMS	
000009	03/03/2023	GARY P. WILLIAMS	
000010	03/03/2023	GARY P. WILLIAMS	

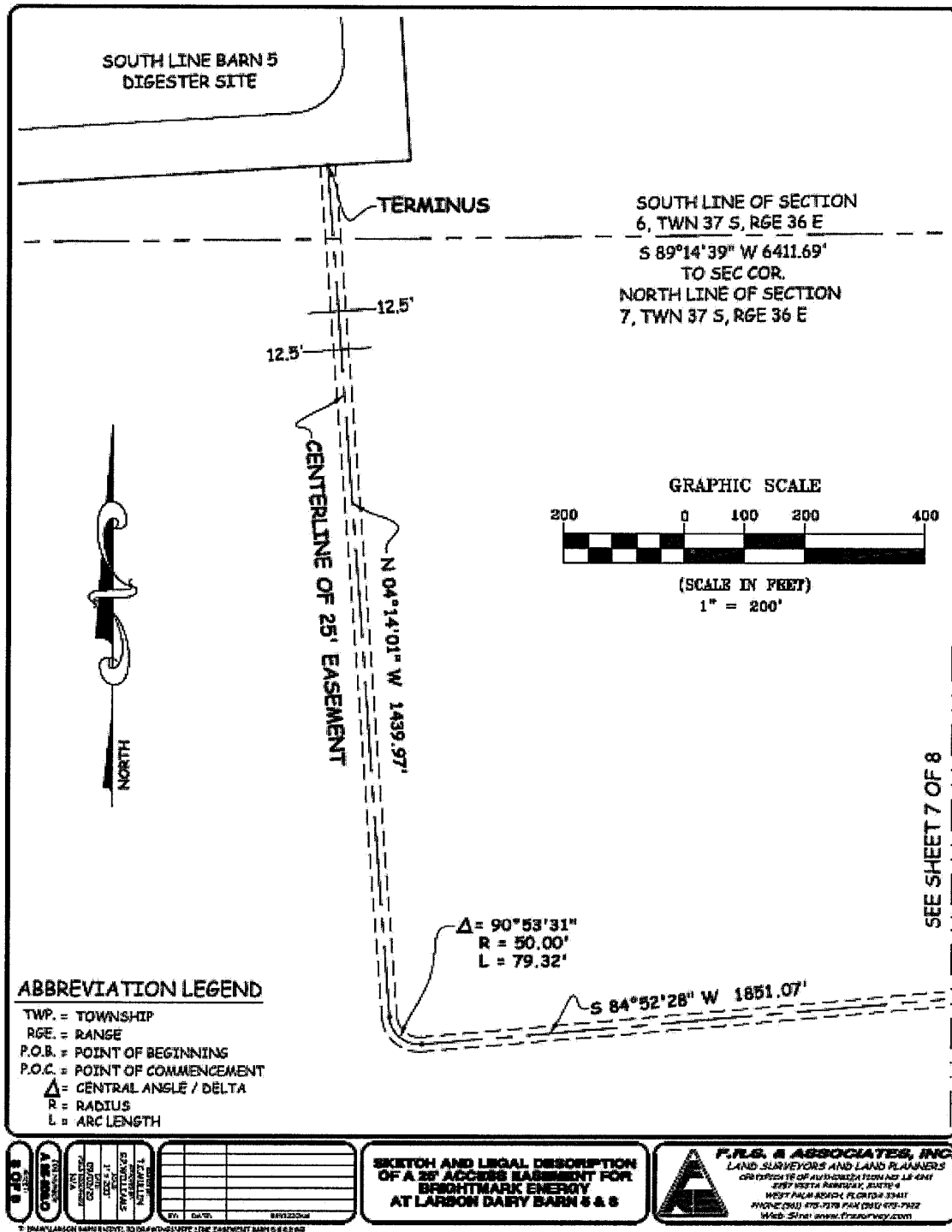
SKETCH AND LEGAL DESCRIPTION
OF A 25' ACCESS EASEMENT FOR
BRIGHTMARK ENERGY
AT LARSON DAIRY BARN 6 & 6



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. 18-0001
2007 VISTA PARKWAY, SUITE 4
WEST PALM BEACH, FLORIDA 33411
PHONE (561) 478-7378 FAX (561) 478-7402
WEB SITE: www.frsurvey.com







AND

ORLDOCS 18949334 1 51642.0001

AND

Utility Easement referenced in Section 6 of Ground Lease 2 (Barns 5 and 8);

AND

Legal Description of Land applicable to Ground Lease 3 (Barn 3):

BEING A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00°51'28" EAST ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 1090.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°51'28" EAST ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 814.44 FEET; THENCE NORTH 89°28'11" WEST, 667.17 FEET; THENCE SOUTH 00°30'24" WEST, 814.24 FEET; THENCE SOUTH 89°27'13" EAST, 662.18 FEET TO THE POINT OF BEGINNING.

AND

ACCESS EASEMENT- Sketch of Description of Access Easement for Ground Lease 3 (Barn 3)

LEGAL DESCRIPTION

A 25 FOOT WIDE ACCESS EASEMENT BEING A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 35 EAST, AND SECTION 7, TOWNSHIP 35 SOUTH, RANGE 36 EAST, OKEECHOBEE COUNTY, FLORIDA. THE CENTERLINE OF SAID 25 FOOT WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00°51'28" EAST ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 1090.08 FEET; THENCE NORTH 89°27'13" WEST DEPARTING SAID EAST LINE OF SECTION 12, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°51'28" EAST ON A LINE 6.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 1056.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WEST, HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE 17°30'24"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 116.11 FEET TO THE POINT OF TANGENCY; THENCE NORTH 16°38'56" WEST, A DISTANCE OF 197.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 85°01'57"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 89.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 78°19'08" WEST, A DISTANCE OF 205.23 FEET; THENCE SOUTH 80°53'32" WEST, A DISTANCE OF 435.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 26°22'32"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 92.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70°05'45" WEST, A DISTANCE OF 227.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 22°58'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 90.25 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°55'22" WEST, A DISTANCE OF 682.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 56°29'01"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 98.58 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 30°26'21" WEST, A DISTANCE OF 148.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 34°26'50"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 120.24 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 64°53'11" WEST, A DISTANCE OF 6.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 99°30'11"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 69.47 FEET TO THE POINT OF TANGENCY; THENCE NORTH 15°36'38" WEST, A DISTANCE OF 62.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 50°28'24"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 132.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 34°51'47" EAST, A DISTANCE OF 290.99 FEET; THENCE NORTH 43°07'37" EAST, A DISTANCE OF 512.95 FEET; THENCE NORTH 41°06'54" EAST, A DISTANCE OF 2448.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 30°37'51"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 133.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 10°29'03" EAST, A DISTANCE OF 33.40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 224th STREET, ALSO KNOWN AS COUNTY ROAD 68 (FORMALLY STATE ROAD 68) AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 9110-002, ROAD No. (162-a) 68, OKEECHOBEE COUNTY, DATED SEPTEMBER 23, 1944 AND THE POINT OF TERMINUS OF SAID CENTERLINE OF A 25 FOOT WIDE ACCESS EASEMENT.

1078

AMEND

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

BY

DATE

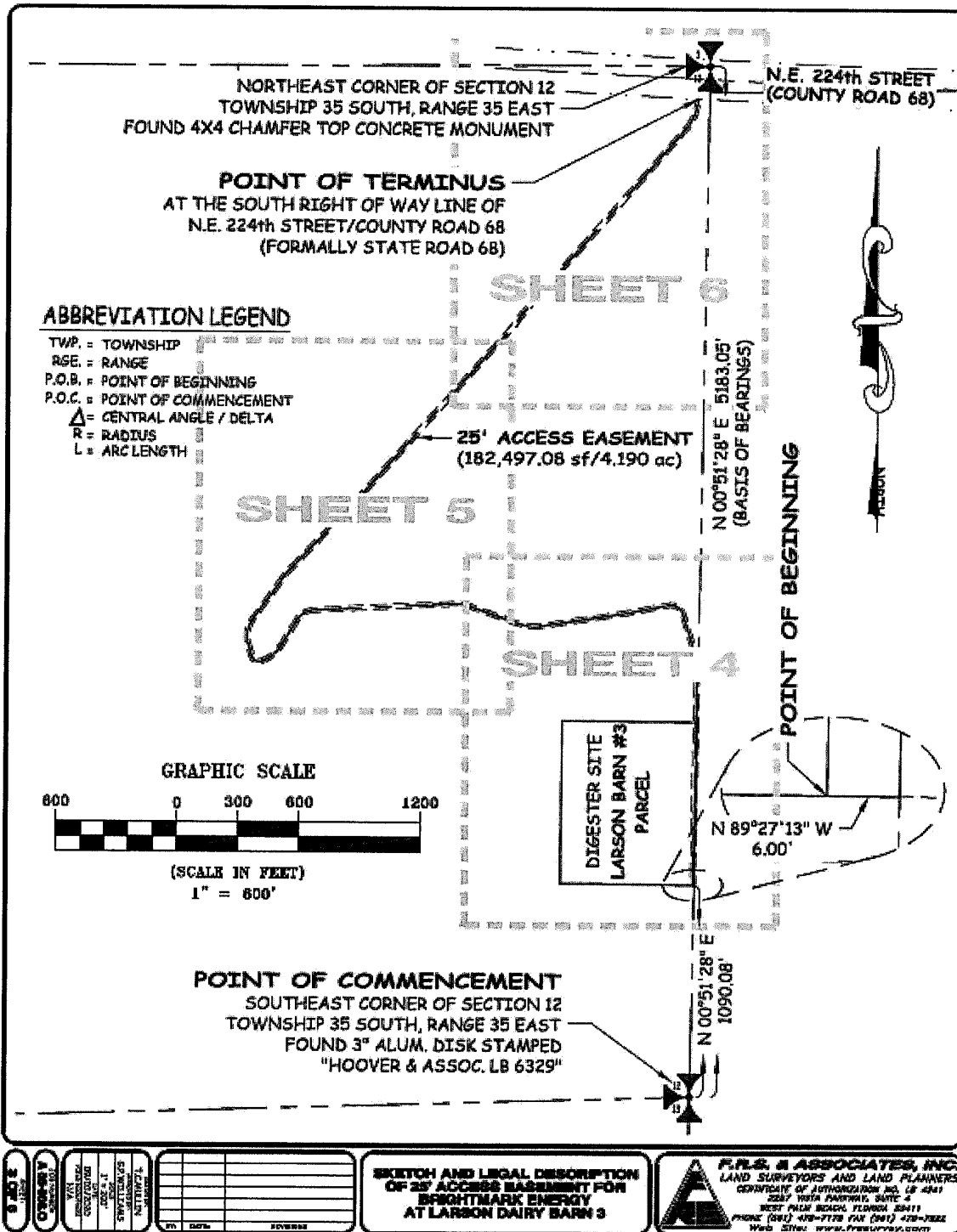
BY

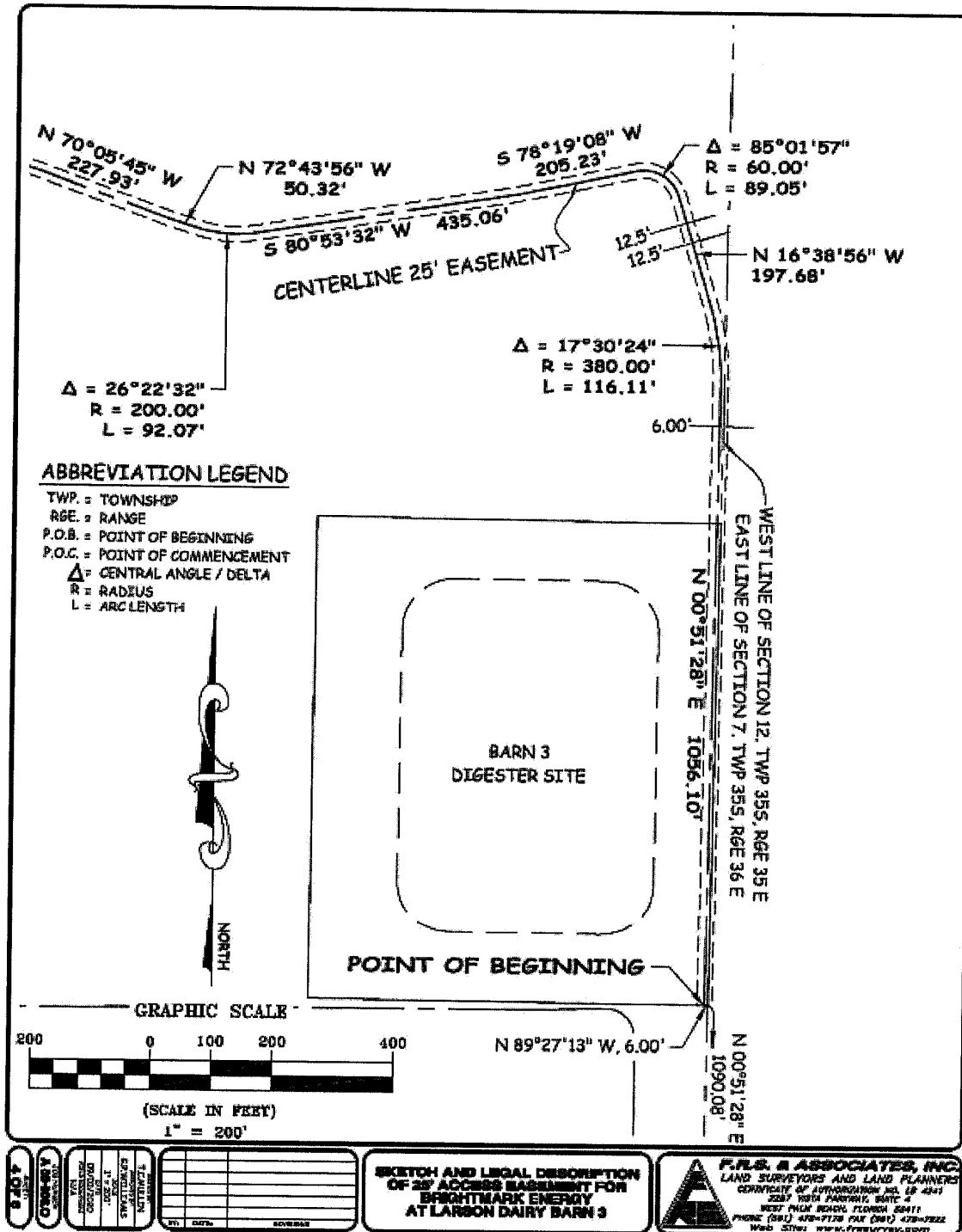
DATE

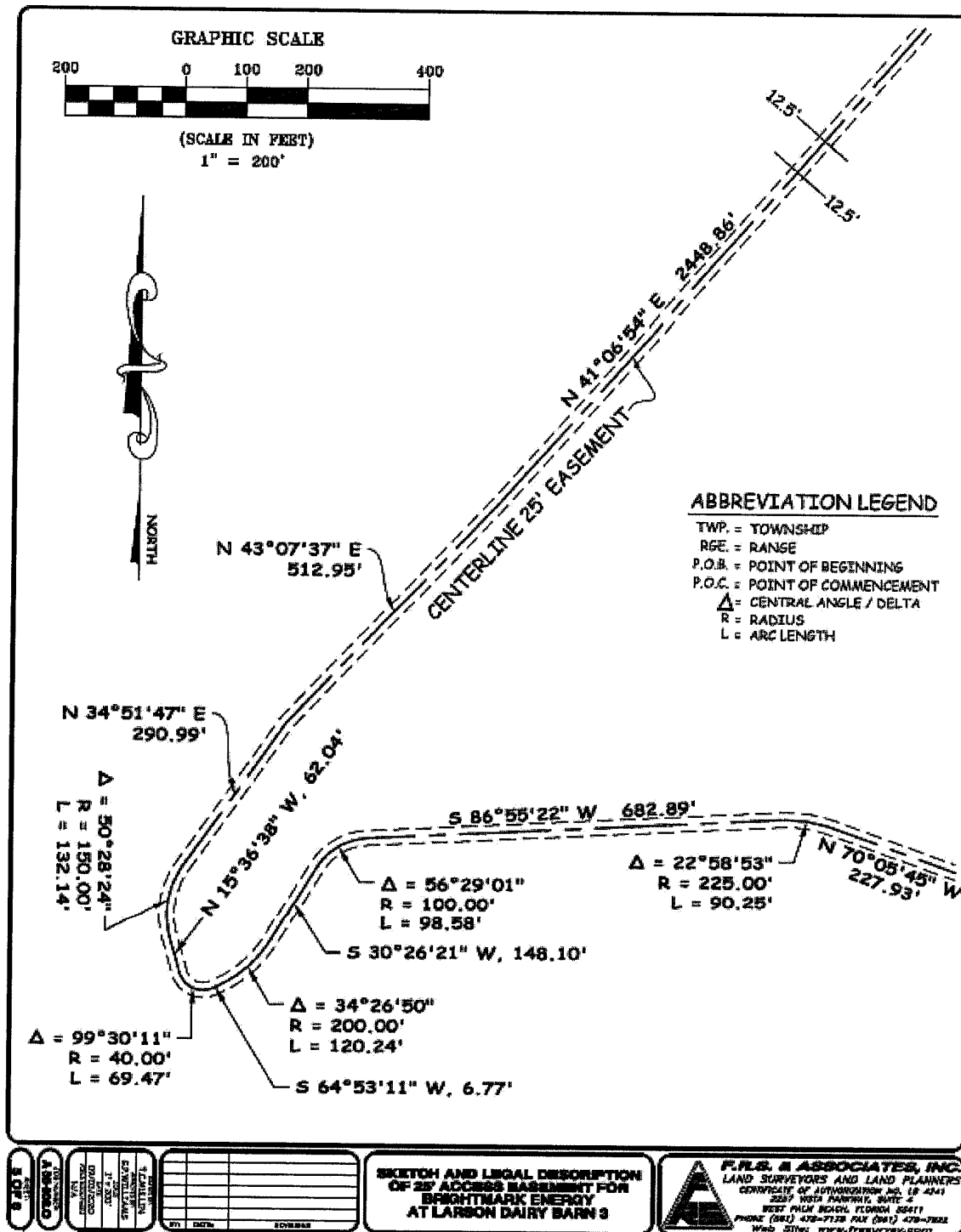
SKETCH AND LEGAL DESCRIPTION
OF 25' ACCESS EASEMENT FOR
BRIGHTMARK ENERGY
AT LARSON DAIRY BARN 3

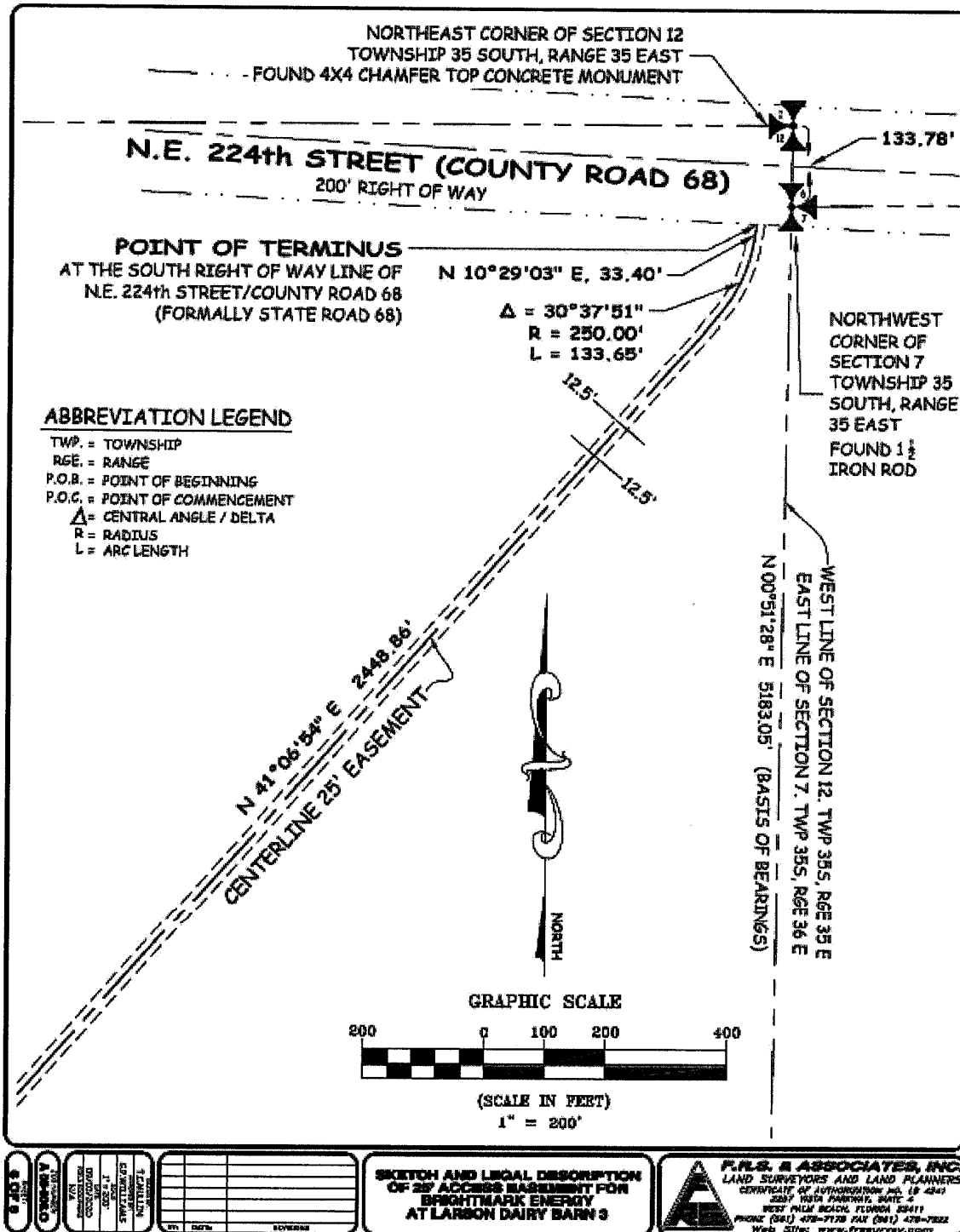


F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. 18 4341
5237 10TH AVENUE, SUITE 2
WEST PALM BEACH, FLORIDA 33411
PHONE (561) 478-7178 FAX (561) 478-7882
Web Site: www.frsurvey.com









AND

Utility Easement referenced in Section 6 of Ground Lease 3 (Barn 3).

EXHIBIT B

Personal Property

(See attached)

CONFIDENTIAL MATERIAL REDACTED
BATES STAMPED PAGES 69 - 72

EXHIBIT C-1

PSA Guaranty

(See attached)

Execution Version

GUARANTY
(Purchase and Sale Agreement)

BETWEEN

BRIGHTMARK RNG HOLDINGS LLC

AND

PEOPLES GAS SYSTEM

Effective Date September __, 2021

GUARANTY

This **GUARANTY** dated as of September __, 2021 is made and entered into by **BRIGHTMARK RNG HOLDINGS, LLC**, a Delaware limited liability company ("**Guarantor**") in favor of **PEOPLES GAS SYSTEM**, a division of Tampa Electric Company, a Florida corporation ("**Beneficiary**").

RECITALS

- A. **BRIGHTMARK SOBEK RNG LLC**, a Delaware limited liability company (the "**Company**") is entering into the Purchase and Sale Agreement with Beneficiary.
- B. Guarantor indirectly owns one hundred percent of the outstanding equity interests of the Company.
- C. Company has requested that Guarantor provide this Guaranty in favor of the Beneficiary in connection with the Company's obligations under the Purchase and Sale Agreement.

Guarantor and Beneficiary covenant and agree as set out in this Guaranty.

AGREEMENT

DEFINITIONS

- 1.1 **Definitions.** As used in this Guaranty these words and expressions have the following meanings:

"**Affiliate**" means any legal entity which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least fifty percent of either of the following:

- (A) The shares entitled to vote at a general election of directors of such other entity.
- (B) The voting interest in such other entity if such entity does not have either shares or directors.

"**Agreement**" means the Purchase and Sale Agreement.

"**Banking Day**" means any day other than a Saturday, a Sunday or any other day on which commercial banks in New York, Florida or California are authorized or required to be closed.

"**Beneficiary**" means Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, and its successors or assigns.

"**Company**" means Brightmark Sobek RNG LLC, a Delaware limited liability company, and its successors or assigns.

"**Defaulted Payment**" has the meaning given in Section 3.7.

"**Guaranteed Obligations**" has the meaning given in Section 3.1.

“**Guarantor**” means Brightmark RNG Holdings, LLC, a Delaware limited liability company, until a successor has become such pursuant to the applicable provisions of this Guaranty, and thereafter “**Guarantor**” will mean such successor.

“**Guaranty**” means this Guaranty, including its Recitals, as supplemented, modified, amended or replaced from time to time as provided in this Guaranty.

“**Person**” means an individual, corporation, company, association, partnership, unincorporated organization, trust, state, statutory corporation, government entity or any other legal or similar entity.

“**Purchase and Sale Agreement**” means that certain Purchase and Sale Agreement dated as of September __ between the Company and Beneficiary, as supplemented, modified, amended or replaced from time to time.

- 1.2 **Singular and Plural Forms.** The definitions will be equally applicable to both the singular and plural forms of any of the terms defined in this Guaranty.

REPRESENTATIONS OF GUARANTOR

- 2.1 **Representations of Guarantor.** Guarantor makes the following representations to Beneficiary:
 - (A) Guarantor has been duly organized and is validly existing under the laws of Delaware and has full corporate power and authority to enter into this Guaranty and to carry out and consummate all transactions contemplated by this Guaranty.
 - (B) The execution and delivery of this Guaranty and the consummation of the transactions contemplated under this Guaranty do not conflict with or constitute on the part of Guarantor a breach of or default under its articles of organization or other documents containing its operating agreement, by-laws or other similar governing documents, or any indenture, or other material agreement or instrument to which Guarantor is a party or by which it or its properties are bound or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Guarantor or any of its activities or properties.
 - (C) This Guaranty has been duly authorized, executed and delivered by Guarantor and constitutes the valid and binding obligation of Guarantor.

GUARANTY AND AGREEMENTS

- 3.1 **Guaranty.**
 - (A) [REDACTED]

[REDACTED]

(B) [REDACTED]

(1) [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(2) [REDACTED]

(3) [REDACTED]

(4) [REDACTED]

3.2 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

(F) [REDACTED]

(G) [REDACTED]

(H) [REDACTED]

(I) [REDACTED]

[REDACTED]

[REDACTED]

3.3 [REDACTED]

3.4 [REDACTED]

3.5 [REDACTED]

3.6

[REDACTED]

(A)

[REDACTED]

(B)

[REDACTED]

3.7

[REDACTED]

3.8

[REDACTED]

3.9 **Confidentiality.** Beneficiary shall keep this Guaranty confidential, and shall not provide copies of this Guaranty or to disclose its specific terms to any Person without the prior written consent of Guarantor except in the following events:

- (A) Beneficiary may disclose to the applicable court in connection with any proceedings under this Guaranty.
- (B) To the extent that it is required to disclose the same pursuant to any regulation, law or order of any court or regulator of competent jurisdiction, or any procedure for disclosure of documents in any proceedings before such court (including any proceedings to enforce this Guaranty) or in regulatory proceedings, or pursuant to any law or regulation having the force of law; provided that, to the extent legally permissible, Beneficiary shall give Guarantor advance written notice of its intention to disclose the same based on that requirement and a reasonable amount of time consistent with the requirement pursuant to which disclosure is to occur in which to seek adequate protective orders.
- (C) Beneficiary's Affiliates that are direct or indirect shareholders, directors, officers, employees, independent auditors, legal counsel and other professional advisors subject to all of the following:
 - (1) They have a need to know.

- (2) They are informed of (a) the confidential nature of the Guaranty and its specific terms, and (b) their duty to maintain the confidentiality pursuant to the terms of this Guaranty.
- (3) Prior to any disclosures they have agreed to be bound by such duty of confidentiality.

GENERAL PROVISIONS

4.1 **Governing Law.** This Guaranty is governed by and interpreted under the laws of the State of Delaware, without regard to its choice of law rules.

4.2 **Notices.**

- (A) All notices and other communications to Guarantor or Beneficiary required or permitted under or related to this Guaranty must be in writing and delivered by mail (postage prepaid), or by hand delivery to the address of the party receiving the notice set out below. Notices and other communications may also be delivered by email sent to the email address of the receiving party set out below, *provided that* the original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery.

To Guarantor:

Brightmark RNG Holdings, LLC
1725 Montgomery Street, Floor 3
San Francisco, CA 94111
Attention: General Counsel
Email Address: legal@brightmarkenergy.com

With a copy to:

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard
Suite 1100
Austin, TX 78701
Attention: Becky Diffen
Email: becky.diffen@nortonrosefulbright.com

To Beneficiary:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: Tim O'Connor
Email Address: TO'Connor@tecoenergy.com

With a copy to:

Peoples Gas System

702 N. Franklin Street
Tampa, FL 33601
Attention: General Counsel

- (B) Guarantor or Beneficiary may change its contact information by giving notice to each other.
 - (C) Notices or communications are effective when received by the recipient during the recipient’s regular business hours. Notices or communications received out of the recipient’s regular business hours will be deemed received on the next succeeding day on which commercial banks are open for the transaction of business in the city specified in the address for notice provided by the recipient.
 - (D) Notices or communications which do not comply with the requirements of this Guaranty are ineffective, and do not impart actual or any other kind of notice.
- 4.3 **Banking Days; Payments.** If any date on which a payment is to be made, notice is to be given or other action taken under this Guaranty is not a Banking Day, then such payment, notice or other action will be made, given or taken on the next succeeding Banking Day in such place, and in the case of any payment, no interest will accrue for the delay. All amounts required to be paid under this Guaranty will be paid in United States Dollars.
- 4.4 [REDACTED]
- 4.5 **Guaranty for Benefit of Beneficiary.** This Guaranty is entered into by Guarantor for the benefit of Beneficiary. Nothing contained in this Guaranty may be deemed to create any right in, or permit any Person to enforce or make any claim under this Guaranty or to be in whole or in part for the benefit of any Person other than Guarantor, Beneficiary and their respective permitted successors and assigns.
- 4.6 **Term.** This Guaranty will terminate and be of no further force and effect upon the earliest to occur of the following events:

- (A) [REDACTED]
- (B) [REDACTED]

(C) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(D) [REDACTED]
[REDACTED]

(E) [REDACTED] [REDACTED] [REDACTED]
[REDACTED]

- 4.7 **Amendments.** No amendment to this Guaranty is effective unless made in writing and is signed by each of Guarantor and Beneficiary.
- 4.8 **Headings.** The Section headings of this Guaranty are for convenience only and do not affect the construction of this Guaranty.
- 4.9 **Partial Invalidity.** The invalidity of any one or more phrases, sentences, provisions or Sections in this Guaranty will not affect the validity or enforceability of the remaining portions of this Guaranty or any part of this Guaranty.
- 4.10 **Waivers and Remedies.**
- (A) No waiver of this Guaranty terms, provisions or conditions is effective unless made in writing and is signed by each of Guarantor and Beneficiary.
 - (B) No failure or delay by Beneficiary in exercising any right, power or privilege under this Guaranty will operate as a waiver nor will any single or partial exercise preclude any other or further exercise or the exercise of any other right, power or privilege.
 - (C) The remedies provided under this Guaranty are cumulative and not exclusive of any remedies provided by law.
- 4.11 **Entire Agreement.** This Guaranty constitutes the entire agreement and understanding of the parties with respect to the subject matter under this Guaranty and supersedes all oral statements and prior writings with respect to it.
- 4.12 **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.
- 4.13 **Cumulative Rights.** Each right, remedy and power hereby granted to Beneficiary or allowed it by applicable law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Beneficiary at any time or from time to time.

- 4.14 **Severability.** If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.
- 4.15 **Counterparts.** This Guaranty may be executed in any number of counterparts, each of which will be deemed an original, and which together constitute one and the same instrument. The exchange of signature pages by facsimile or email constitutes execution and delivery of this Guaranty.

The remainder of the page intentionally left blank.

This Guaranty has been executed by duly authorized officer of Guarantor and Beneficiary, respectively,
as of the date first above written.

GUARANTOR:
BRIGHTMARK RNG HOLDINGS, LLC

BENEFICIARY:
PEOPLES GAS SYSTEM

Signature:

Signature:

Name:

Name:

Title:

Title:

Signature:

Name:

Title:

EXHIBIT C-2

Lease Guaranty

(See attached)

**GUARANTY
(Lease)**

BETWEEN

BRIGHTMARK RNG HOLDINGS LLC

AND

PEOPLES GAS SYSTEM

Effective Date [____], 2021

GUARANTY

This **GUARANTY** dated as of [____], 2021 is made and entered into by **BRIGHTMARK RNG HOLDINGS, LLC**, a Delaware limited liability company (“**Guarantor**”) in favor of **PEOPLES GAS SYSTEM**, a division of Tampa Electric Company, a Florida corporation (“**Beneficiary**”).

RECITALS

- A. **BRIGHTMARK SOBEK RNG LLC**, a Delaware limited liability company (the “**Company**”) is entering into the Equipment Lease with Beneficiary.
- B. Guarantor indirectly owns one hundred percent of the outstanding equity interests of the Company.
- C. Company has requested that Guarantor provide this Guaranty in favor of the Beneficiary in connection with the Company’s obligations under the Equipment Lease.

Guarantor and Beneficiary covenant and agree as set out in this Guaranty.

AGREEMENT

DEFINITIONS

- 1.1 **Definitions.** As used in this Guaranty these words and expressions have the following meanings:

“**Affiliate**” means any legal entity which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to “control” another if it owns directly or indirectly at least fifty percent of either of the following:

- (A) The shares entitled to vote at a general election of directors of such other entity.
- (B) The voting interest in such other entity if such entity does not have either shares or directors.

“**Agreement**” means the Equipment Lease.

“**Banking Day**” means any day other than a Saturday, a Sunday or any other day on which commercial banks in New York, Florida or California are authorized or required to be closed.

“**Beneficiary**” means Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, and its successors or assigns.

“**Company**” means Brightmark Sobek RNG LLC, a Delaware limited liability company, and its successors or assigns.

“**Defaulted Payment**” has the meaning given in Section 3.7.

“**Equipment Lease**” means that certain Lease Agreement dated as of [____] between the Company and Beneficiary, as supplemented, modified, amended or replaced from time to time.

“**Guaranteed Obligations**” has the meaning given in Section 3.1.

“**Guarantor**” means Brightmark RNG Holdings, LLC, a Delaware limited liability company, until a successor has become such pursuant to the applicable provisions of this Guaranty, and thereafter “**Guarantor**” will mean such successor.

“**Guaranty**” means this Guaranty, including its Recitals, as supplemented, modified, amended or replaced from time to time as provided in this Guaranty.

“**Person**” means an individual, corporation, company, association, partnership, unincorporated organization, trust, state, statutory corporation, government entity or any other legal or similar entity.

1.2 **Singular and Plural Forms.** The definitions will be equally applicable to both the singular and plural forms of any of the terms defined in this Guaranty.

REPRESENTATIONS OF GUARANTOR

2.1 **Representations of Guarantor.** Guarantor makes the following representations to Beneficiary:

- (A) Guarantor has been duly organized and is validly existing under the laws of Delaware and has full corporate power and authority to enter into this Guaranty and to carry out and consummate all transactions contemplated by this Guaranty.
- (B) The execution and delivery of this Guaranty and the consummation of the transactions contemplated under this Guaranty do not conflict with or constitute on the part of Guarantor a breach of or default under its articles of organization or other documents containing its operating agreement, by-laws or other similar governing documents, or any indenture, or other material agreement or instrument to which Guarantor is a party or by which it or its properties are bound or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Guarantor or any of its activities or properties.
- (C) This Guaranty has been duly authorized, executed and delivered by Guarantor and constitutes the valid and binding obligation of Guarantor.

GUARANTY AND AGREEMENTS

3.1 [REDACTED]

- (A) [REDACTED]

[REDACTED]

(B) [REDACTED]

(1) [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(2) [REDACTED]

(3) [REDACTED]

(4) [REDACTED]

3.2 [REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]
[REDACTED]
[REDACTED]

(D) [REDACTED]
[REDACTED]

(E) [REDACTED]
[REDACTED]

(F) [REDACTED]
[REDACTED]

(G) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(H) [REDACTED]
[REDACTED]
[REDACTED]

(I) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3.3 [REDACTED]
[REDACTED]
[REDACTED]

3.4 [REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED]
- 3.5 [REDACTED]
- 3.6 [REDACTED]
- (A) [REDACTED]
- (B) [REDACTED]
- 3.7 [REDACTED]
- 3.8 [REDACTED]
- 3.9 **Confidentiality.** Beneficiary shall keep this Guaranty confidential, and shall not provide copies of this Guaranty or to disclose its specific terms to any Person without the prior written consent of Guarantor except in the following events:
- (A) Beneficiary may disclose to the applicable court in connection with any proceedings under this Guaranty.
- (B) To the extent that it is required to disclose the same pursuant to any regulation, law or order of any court or regulator of competent jurisdiction, or any procedure for disclosure of documents in any proceedings before such court (including any proceedings to enforce this Guaranty) or in regulatory proceedings, or pursuant to any law or regulation having the force of law; provided that, to the extent legally permissible, Beneficiary shall give Guarantor advance written notice of its intention to disclose the same based on that requirement and a reasonable amount of time consistent with the requirement pursuant to which disclosure is to occur in which to seek adequate protective orders.

- (C) Beneficiary's Affiliates that are direct or indirect shareholders, directors, officers, employees, independent auditors, legal counsel and other professional advisors subject to all of the following:
- (1) They have a need to know.
 - (2) They are informed of (a) the confidential nature of the Guaranty and its specific terms, and (b) their duty to maintain the confidentiality pursuant to the terms of this Guaranty.
 - (3) Prior to any disclosures they have agreed to be bound by such duty of confidentiality.

GENERAL PROVISIONS

4.1 **Governing Law.** This Guaranty is governed by and interpreted under the laws of the State of Delaware, without regard to its choice of law rules.

4.2 **Notices.**

- (A) All notices and other communications to Guarantor or Beneficiary required or permitted under or related to this Guaranty must be in writing and delivered by mail (postage prepaid), or by hand delivery to the address of the party receiving the notice set out below. Notices and other communications may also be delivered by email sent to the email address of the receiving party set out below, *provided that* the original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery.

To Guarantor:

Brightmark RNG Holdings, LLC
1725 Montgomery Street, Floor 3
San Francisco, CA 94111
Attention: General Counsel
Email Address: legal@brightmarkenergy.com

With a copy to:

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard
Suite 1100
Austin, TX 78701
Attention: Becky Diffen
Email: becky.diffen@nortonrosefulbright.com

To Beneficiary:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601

Attention: Tim O'Connor
Email Address: TO'Connor@tecoenergy.com

With a copy to:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: General Counsel

- (B) Guarantor or Beneficiary may change its contact information by giving notice to each other.
- (C) Notices or communications are effective when received by the recipient during the recipient's regular business hours. Notices or communications received out of the recipient's regular business hours will be deemed received on the next succeeding day on which commercial banks are open for the transaction of business in the city specified in the address for notice provided by the recipient.
- (D) Notices or communications which do not comply with the requirements of this Guaranty are ineffective, and do not impart actual or any other kind of notice.

4.3 **Banking Days; Payments.** If any date on which a payment is to be made, notice is to be given or other action taken under this Guaranty is not a Banking Day, then such payment, notice or other action will be made, given or taken on the next succeeding Banking Day in such place, and in the case of any payment, no interest will accrue for the delay. All amounts required to be paid under this Guaranty will be paid in United States Dollars.

4.4 [REDACTED]

4.5 **Guaranty for Benefit of Beneficiary.** This Guaranty is entered into by Guarantor for the benefit of Beneficiary. Nothing contained in this Guaranty may be deemed to create any right in, or permit any Person to enforce or make any claim under this Guaranty or to be in whole or in part for the benefit of any Person other than Guarantor, Beneficiary and their respective permitted successors and assigns.

4.6 **Term.** This Guaranty will terminate and be of no further force and effect upon the earliest to occur of the following events:

- (A) The expiration or earlier termination of the Agreement; provided all Guaranteed Obligations have been satisfied.
- (B) Full payment by Guarantor of its obligations under Section 3.1; provided Guarantor agrees that its guaranty hereunder shall continue to be effective or be

reinstated, as the case may be, if at any time all or part of any payment of any Guaranteed Obligation is voided, rescinded or recovered or must otherwise be returned by Beneficiary upon the insolvency, bankruptcy or reorganization of Company.

- (C) Full payment by Company of its payment obligations under the Agreement; provided Guarantor agrees that its guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Guaranteed Obligation is voided, rescinded or recovered or must otherwise be returned by Beneficiary upon the insolvency, bankruptcy or reorganization of Company.
- (D) The written release by Beneficiary of Guarantor from its obligations under this Guaranty.
- (E) The written release by Beneficiary of the Company from all Guaranteed Obligations.

4.7 **Amendments.** No amendment to this Guaranty is effective unless made in writing and is signed by each of Guarantor and Beneficiary.

4.8 **Headings.** The Section headings of this Guaranty are for convenience only and do not affect the construction of this Guaranty.

4.9 **Partial Invalidity.** The invalidity of any one or more phrases, sentences, provisions or Sections in this Guaranty will not affect the validity or enforceability of the remaining portions of this Guaranty or any part of this Guaranty.

4.10 **Waivers and Remedies.**

- (A) No waiver of this Guaranty terms, provisions or conditions is effective unless made in writing and is signed by each of Guarantor and Beneficiary.
- (B) No failure or delay by Beneficiary in exercising any right, power or privilege under this Guaranty will operate as a waiver nor will any single or partial exercise preclude any other or further exercise or the exercise of any other right, power or privilege.
- (C) The remedies provided under this Guaranty are cumulative and not exclusive of any remedies provided by law.

4.11 **Entire Agreement.** This Guaranty constitutes the entire agreement and understanding of the parties with respect to the subject matter under this Guaranty and supersedes all oral statements and prior writings with respect to it.

4.12 **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.

- 4.13 **Cumulative Rights.** Each right, remedy and power hereby granted to Beneficiary or allowed it by applicable law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Beneficiary at any time or from time to time.
- 4.14 **Severability.** If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.
- 4.15 **Counterparts.** This Guaranty may be executed in any number of counterparts, each of which will be deemed an original, and which together constitute one and the same instrument. The exchange of signature pages by facsimile or email constitutes execution and delivery of this Guaranty.

The remainder of the page intentionally left blank.

This Guaranty has been executed by duly authorized officer of Guarantor and Beneficiary, respectively,
as of the date first above written.

GUARANTOR:
BRIGHTMARK RNG HOLDINGS, LLC

BENEFICIARY:
PEOPLES GAS SYSTEM

Signature:

Signature:

Name:

Name:

Title:

Title:

Signature:

Name:

Title:

EXHIBIT D

Purchase Price Allocation

(See attached)

Budgeted Category	Amount
Advertising	100000
Salaries	250000
Utilities	50000
Travel	75000
Insurance	120000
Depreciation	80000
Rent	150000
Research and Development	300000
Marketing	180000
Legal	90000
Office Supplies	30000
Employee Benefits	110000
Interest	60000
Provision for Doubtful Accounts	40000
Income Tax Expense	130000
Amortization	70000
Loss on Sale of Assets	20000
Gain on Sale of Assets	10000
Other Income	50000
Other Expenses	25000
Net Income	150000

98

EXHIBIT E

Permitted Encumbrances

1. Easement in favor of Florida Power & Light Company recorded September 25, 1990 in Official Records Book 317, Page 413. (*as to access easements*)
2. Easement in favor of Florida Power & Light Company recorded January 13, 1994 in Official Records Book 351, Page 1374. (*as to access easements*)
3. Easement in favor of Florida Power & Light Company recorded March 5, 2021 in Official Records File # 2021002591. (*as to Barn 3*)
4. Lease Agreement, dated June 26, 2020, by and between Barn 3, LLC, a Florida limited liability company and J.M. Larson, Inc., a Florida corporation as evidenced by Memorandum of Lease recorded November 12, 2020 in Official Records File#2020011108. (*as to easements*)
5. Terms and conditions of Lease Agreement, dated September 25, 2020, by and between Barn 3, LLC, a Florida limited liability company and Brightmark Sobek RNG, LLC, a Delaware limited liability company as evidenced by Memorandum of Lease recorded November 12, 2020 in Official Records File#2020011109. (*as to Barn 3 and associated easements*)
6. Lease Agreement dated January 1, 2019, as amended by that certain Amendment No. 1 to Lease Agreement dated September 25, 2020, by and between Barn 4, LLC, a Florida limited liability company and J.M. Larson, Inc., a Florida corporation as evidenced by Memorandum of Lease recorded November 12, 2020 in Official Records File#2020011110. (*as to easements*)
7. Terms and conditions of that certain Amended and Restated Ground Lease, dated September 25, 2020, by and between Barn 4, LLC, a Florida limited liability company and Brightmark Sobek RNG, LLC, a Delaware limited liability company as evidenced by Memorandum of Lease recorded November 12, 2020 in Official Records File#2020011111. (*as to Barn 4 and associated easements*)
8. Terms, covenants, conditions, provisions and easements as set forth in that certain Oil, Gas and Mineral Lease recorded in Misc Bk. 6, Page 373 as assigned by Misc Bk. 7, Page 257, as affected by Deed Book 42, Page 287, Deed Book 45, Page 197, Official Records Book 97, Page 809, Official Records Book 120, Page 623 and Official Records Book 120, Page 831. (*as to Barn 4 and associated easements*)
9. Easement in Favor of Florida Power & Light Company recorded March 5, 2021 in Official Records File#2021002592. (*as to Barn 4*)

101259633.24

10. Exhibit "B" to Dairy Ceasing Operations Agreement Restrictive Covenant recorded March 20, 1992 in Official Records Book 332, Page 447 and recorded in Official Records Book 332, Page 457. *(as to easements)*
11. Lease Agreement, dated March 5, 2018, as amended by that certain Amendment No. 1 to Lease Agreement dated September 25, 2020, by and between East End Properties, LLC, a Florida limited liability company and Larson Dairy, Inc., a Florida corporation as evidenced by Memorandum of Lease recorded November 12, 2020 in Official Records File#2020011106. *(as to easements)*
12. Terms and conditions in Amended and Restated Ground Lease, dated September 25, 2020, by and between East End Properties, LLC, a Florida limited liability company and Brightmark Sobek RNG, LLC, a Delaware limited liability company as evidenced by Memorandum of Lease recorded November 12, 2020 in Official Records File#2020011107. *(as to Barns 5 and 8 and associated easements)*
13. Easement in favor of Florida Power & Light Company recorded March 12, 1992 in Official Records Book 331, Page 1914. *(as to access easements)*
14. Easement as set forth in that certain Warranty Deed recorded February 4, 2010 in Official Records Book 682, Page 885. *(as to Barn 8 and easements)*
15. Easement in favor of Florida Power & Light Company recorded March 5, 2021 in Official Records File#2021002594. *(as to Barn 8)*
16. Easement in favor of Florida Power & Light Company recorded March 5, 2021 in Official Records File#2021002595. *(as to Barn 8)*
17. Easement in favor of Florida Power & Light Company recorded January 13, 1988 on Official Records Book 292, Page 936. *(as to easements)*
18. Reservation of 1/2 undivided in all oil, gas and other minerals as reserved in that certain Warranty Deed recorded May 13, 1954 in Deed 59, Page 315. *(as to Barn 5, Barn 8, and easements)*
19. Reservations as set forth in the certain Deed recorded December 20, 1956 in Official Records Book 13, Page 37, as affected by Notice pursuant to section 704.05 and 712 Florida Statutes recorded in Official Records Book 174, Page 195. *(as to Barn 8 and easements)*.
20. Easement in favor of Florida Power & Light Company recorded _____ in Official Records Book _____, Page _____ associated with existing overhead power lines and supporting appurtenances encroaching on Barn 5 running parallel to and approximately 30

101259633.24

feet north of the south boundary and west of the access easement as shown on the sketch and legal description of F.R.S. & Associates dated July 5, 2021 (*as to Barn 5 and associated easements*).

21. Easement in favor of Florida Power & Light Company recorded May 15, 2000 in Official Records Book 438, Page 1223 (*as to access easement*)

The Parties agree that the following potential encumbrances do not impact the Project.

1. Easement in favor of Florida Power & Light Company recorded September 30, 2011 in Official Records Book 706, Page 284.
2. Easement in favor of Florida Power & Light Company recorded May 6, 2008 in Official Records Book 653, Page 907.

Note: All recorded instruments referenced in this Exhibit E being recorded in the public records of Okeechobee County, Florida.

Schedule 2.2(c)

Plans

(See attached)

CONFIDENTIAL MATERIAL REDACTED
BATES STAMPED PAGES 103 - 209

SCHEDULE 3.5

Litigation

None.

SCHEDULE 3.7

Governmental Agreements

None.

SCHEDULE 4.1

Permits

Sobek - North:

Minor Air Construction Permit (Permit No. 0930121-001-AC) issued by the Florida Department of Environmental Protection to Brightmark Sobek RNG LLC, as permittee, dated September 3, 2020, authorizes the construction of a renewable natural gas production facility that uses cow manure as feedstock. The proposed facility will be constructed at JM Larson, Inc., which is an existing dairy farm categorized under Standard Industrial Classification No. 0241. The new renewable natural gas facility will be located in Okeechobee County at 3000 Northeast 48th Avenue, #5, in Okeechobee, Florida.

Sobek - South:

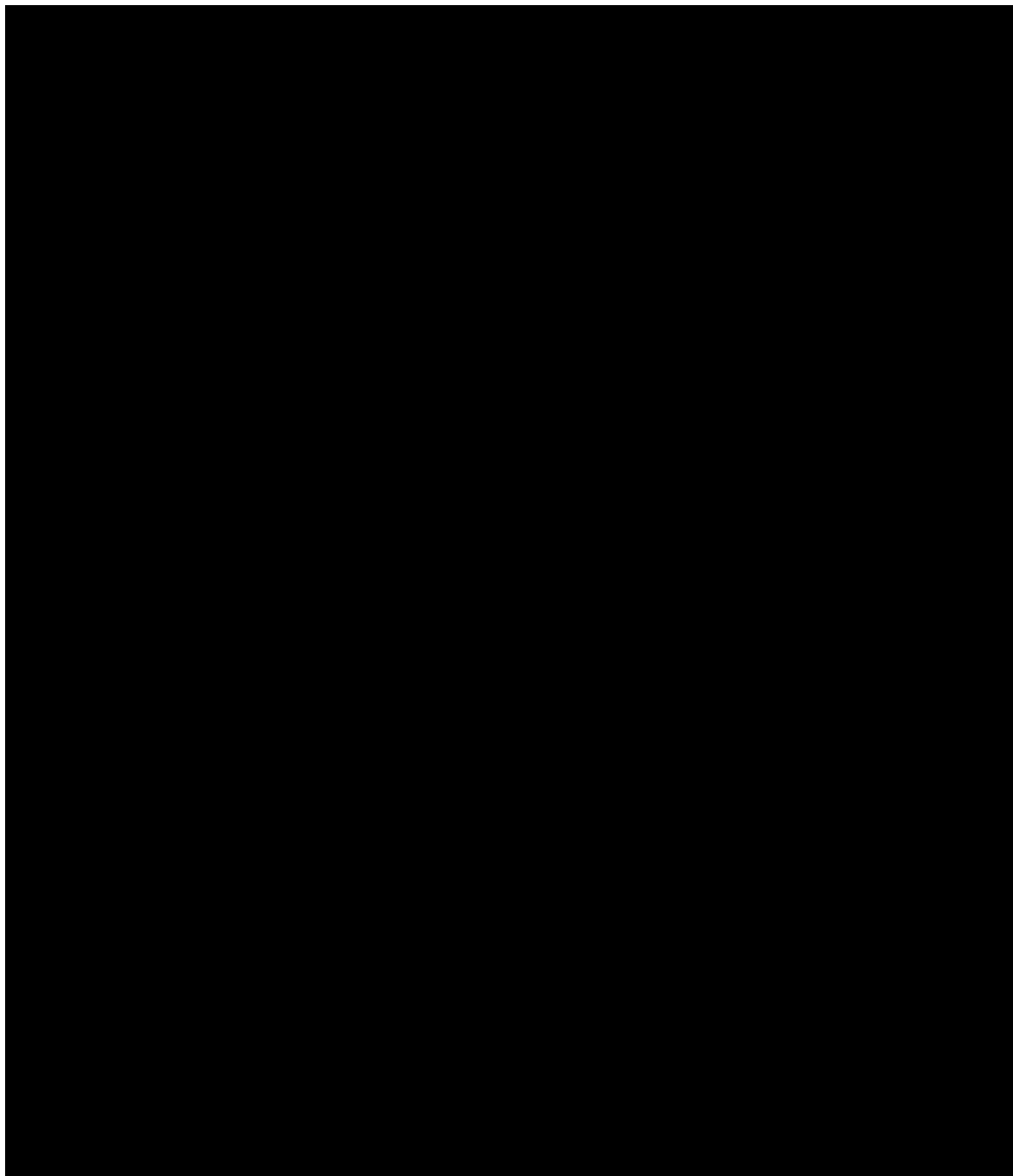
Final Air Construction Permit (Permit No. 0930120-001-AC) issued by the Florida Department of Environmental Protection to Brightmark Sobek RNG LLC, as permittee, dated September 3, 2020, authorizes the construction of a renewable natural gas production facility that uses cow manure as feedstock. The proposed facility will be constructed at Larson Dairy, Inc., which is an existing dairy farm categorized under Standard Industrial Classification No. 0241. The new renewable natural gas facility will be located in Okeechobee County at 7854 Northeast 37th Street in Okeechobee, Florida.

SCHEDULE 4.2

List of Contractors, Subcontractors and Materialmen

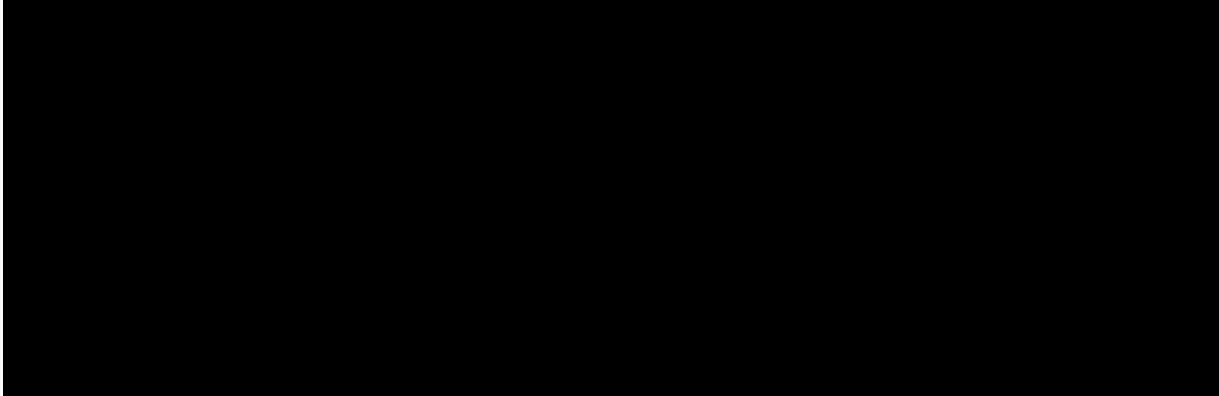
(See attached)

Schedule 4.2: Contractors, Subcontractors and Materialmen



REDACTED

PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
FILED: MARCH 3, 2023



SCHEDULE 4.5

Insurance Requirements

INSURANCE. Seller, at its sole cost and expense, shall maintain in effect, and shall cause its subcontractors and any other agents of Seller to maintain in effect, at its and their sole cost and expense, at all times during this Contract, the insurance coverages described below, with minimum limits not less than those set forth below. The insurance provisions of this Contract are intended to be a separate and distinct obligation of the Seller. Therefore, these provisions shall continue to be enforceable irrespective of other provisions of this Contract.

- A. Workers' Compensation Insurance; Employer's Liability Insurance.** Seller shall maintain, and shall require each of its subcontractors to maintain, Workers' Compensation Insurance (including coverage for Occupational Disease) in accordance with all applicable laws and regulations for all of Seller's (and all of its subcontractors') employees. If any exposure of injury to Seller's or any of its subcontractors' employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, Seller shall maintain (and shall cause each of its subcontractors or agents to maintain) coverage for such injuries or claims. Seller shall maintain (and shall cause each of its subcontractors or agents performing work hereunder to maintain) Employer's Liability insurance of not less than [REDACTED] for each accident.
- B. General Liability Insurance.** Seller shall maintain, and shall require each of its subcontractors or agents to maintain, General Liability Insurance (or any of its subcontractors or agents, as applicable) for the limits of liability indicated below and including coverage for:
 - (i) Premises and Operations;
 - (ii) Products and Completed Operations;
 - (iii) Contractual Liability insuring the obligations assumed by Service Provider in this Contract;
 - (iv) Broad Form of Property Damage (including Completed Operations);
 - (v) Bodily Injury Liability; and
 - (vi) Personal Injury Liability

The General Liability Insurance shall be the Occurrence Coverage Form. Seller shall maintain General Liability Insurance with combined single limits of liability for bodily injury, property damage and personal injury, with a limit of not less than [REDACTED] each

occurrence.

The required limits may be met by a combination of primary policy and an excess or umbrella policy.

- C. Automobile Liability Insurance. Seller shall maintain and shall require each of its subcontractors or agents to maintain, Automobile Liability insurance including coverage for all owned, hired, leased and non-owned automobiles. The combined single limit for bodily injury and property damage liability shall be not less than [REDACTED] for any one accident or loss. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.
- D. Buyer shall be named as additional insured in all of the foregoing policies (except for any workers' compensation policy), including the policies of any subcontractor or agent, with respect to liability arising out of this Contract. Such insurance shall be primary coverage afforded the additional insured and shall contain a cross-liability or severability of interest clause. Seller hereby waives and shall cause its subcontractors and suppliers and their insurers to waive all rights of subrogation against Buyer in the event of any covered loss under the policies described above or under any policy maintained by Seller.
- E. The requirements contained herein as to types and limits, as well as Buyer's approval of insurance coverage to be maintained by Seller (or any subcontractors), are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Seller under this Contract. Seller shall be solely responsible for any unpaid premium or breach of warranty by Seller. Seller shall permit any authorized representative of Buyer to examine Seller's insurance policies, should Buyer so request. Should Seller (or any of Seller's subcontractors) at any time neglect or refuse to provide the insurance required herein, or should such insurance be canceled, without waiving any other rights or remedies which Buyer may have under the circumstances, Buyer shall have the right to purchase such insurance and the cost thereof shall be immediately reimbursed by Seller. Failure to provide insurance in accordance with this clause shall constitute a material breach of this Contract.
- F. Seller shall supply Buyer prior to the signing of this Contract, certificates of insurance that shall clearly evidence that Seller's insurance policies contain the minimum limits of coverage and special provisions prescribed in this Contract. The Seller will give the Buyer thirty (30) days' prior written notice of any cancellation of termination of or change in coverage of these policies.

SCHEDULE 6.9(a)

Form of Sublease Recognition Agreement (Fee Owner)

(See attached)

Exhibit Version

This instrument prepared by and
should be returned to:
Ellen M. Macfarlane
Macfarlane Ferguson & McMullen
P.O. Box 1531
Tampa, Florida 33601-1531

**NON-DISTURBANCE AND RECOGNITION AGREEMENT
(Fee Owner)**

AGREEMENT made ____ day of _____, 2021 ("Effective Date"), by and among **Barn 4, LLC**, a Florida limited liability company ("Landlord") whose mailing address is 400 NW 5th Street, Okeechobee, Florida 34972, and **Peoples Gas System**, a division of Tampa Electric Company, a Florida corporation ("Subtenant"), whose mailing address is 702 N. Franklin Street, Tampa, Florida 33601. Landlord and PGS may be referred to individually as a Party or collectively as the Parties.

W I T N E S S E T H:

WHEREAS, Landlord owns the real property described on the attached *Exhibit A* hereto ("Premises"); and

WHEREAS, Landlord leased the Premises to Brightmark Sobek RNG LLC, a Delaware limited liability company ("Brightmark"), pursuant to that certain Amended and Restated Ground Lease dated September 25, 2020, a Memorandum of which is recorded in Official Records File #2020011111 of the Public Records of Okeechobee County, Florida ("Ground Lease"); and

WHEREAS, Brightmark and Subtenant have entered into a Purchase and Sale Agreement for the construction, purchase and sale of renewable natural gas facilities on the Premises (the "PSA"), pursuant to which Brightmark and Subtenant agreed to enter into a Sublease of the Premises in the form attached to this Agreement (the "Sublease"); and

WHEREAS, Landlord is willing to provide certain assurances regarding the Ground Lease and to assure that Subtenant's tenancy of the Premises under the Sublease will not be not disturbed, irrespective of any default by Brightmark under, or any termination of, the Ground Lease, and to provide for the other matters set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual obligations of the Parties set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **LANDLORD ASSURANCES.**

Landlord hereby acknowledges receipt of a copy of, and consents to and approves, the Sublease and all of the terms, covenants and provisions thereof, and agrees that the exercise by Subtenant of any of the rights, remedies and options contained therein shall not constitute a default under the Ground Lease. Landlord warrants and represents as follows:

- a. that it is the owner of the Premises; and
- b. there are no mortgages or other liens that encumber any portion of the Premises.

2. SUBTENANT'S RIGHTS:

Landlord agrees to promptly notify Subtenant of any notice or demand made to Brightmark under the terms of the Ground Lease, and no such notice or demand shall be effective unless and until a copy thereof is given to Subtenant. Landlord agrees, with respect to Subtenant's payment of any obligation or performance of any covenant, agreement, term or condition of the Ground Lease relating in part or in whole to or affecting the Premises, that such payment or performance will not be rejected or refused for any reason whatsoever, and Subtenant will be recognized by Landlord as having the right to make such payment or to perform under the Ground Lease as provided in this Agreement. Subtenant shall have no duty to take any action and its failure to take any such action shall not alter or diminish the agreements and obligations of the Landlord hereunder. So long as Subtenant is not in default under the Sublease or Facility Lease beyond any applicable notice and cure period set forth in the applicable document, no material modifications or amendments of the Ground Lease shall be made without Subtenant's consent, which will not be unreasonably withheld, and no termination of the Ground Lease shall be made by Landlord without Subtenant's consent.

3. NON-DISTURBANCE AND RECOGNITION OF SUBTENANT ON ANY TERMINATION OF THE GROUND LEASE:

Landlord agrees that if the Ground Lease should at any time be terminated or cancelled because Brightmark shall cease to exist, whether by reason of the bankruptcy, insolvency or receivership of Brightmark or its successors or assigns, or for any other reason whatsoever, or if the Ground Lease should be terminated by Landlord or Brightmark for any reason, Subtenant shall not be disturbed in its tenancy or in its use, occupation and enjoyment of the Premises, but Landlord shall allow the Sublease to continue in effect, for the full balance of the Ground Lease's original term and properly exercised amendments, on the same terms and conditions now contained in said Sublease. Landlord agrees that, in the event of such termination or cancellation of the Ground Lease, it will recognize and accept Subtenant as its direct tenant under and pursuant to the terms of said Sublease and, upon confirmation by Subtenant of continuation of the Sublease, the Sublease shall, without further action by any of the parties, automatically become a direct lease between Landlord and Subtenant.

4. OWNERSHIP OF IMPROVEMENTS:

All improvements of whatever nature and kind in, on or under the Premises, constructed during the term of the Ground Lease shall be and remain the property of Brightmark or Subtenant, as applicable pursuant to separate agreements between them. No termination of the Ground Lease or Sublease, or both, prior to the expiration of the full term of the either shall cause ownership of the any improvements constructed during the term of the Ground Lease to vest in the Landlord. Landlord hereby waives and relinquishes any and all rights or remedies against Subtenant or the improvements to the Premises, pursuant to any lien, statutory or otherwise.

5. OBLIGATIONS AND APPROVALS.

Landlord agrees that whenever Landlord has an obligation with respect to the Premises, or its consent or approval is required for any action of Brightmark under the Ground Lease, then Landlord will perform such obligation and will not unreasonably withhold or unduly delay such consent or approval.

6. SUCCESSORS AND ASSIGNS:

This Agreement is binding upon and shall inure to the benefit of the personal representatives, successors and assigns of the Parties and shall constitute a covenant running with the Premises and binding upon the successors in title thereto. Landlord consents to any assignment of the Facility Lease permitted thereunder.

7. NOTICE:

Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, to the address for each Party first written above.

8. MISCELLANEOUS:

- a. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation of any covenant or provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, actually incurred, court costs and all expenses if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such party or parties may be entitled.
- b. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida and shall be subject to all applicable laws, rules and orders of any Federal, state or local governmental authority having jurisdiction over the parties, their facilities or the transactions contemplated. Venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement shall be in a court, located within the State of Florida, having jurisdiction.
- c. If any term or provision of this Agreement is declared to be illegal, invalid or unenforceable by a court of competent jurisdiction, the unaffected terms shall remain in full force and effect.
- d. The titles of paragraphs in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this agreement.
- e. The Parties may modify this Agreement only in a writing signed by both Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LANDLORD:

BARN 4, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 20____ (date) by _____ its _____ of Barn 4, LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SUBTENANT:

PEOPLES GAS SYSTEM, a division of Tampa Electric Company, a Florida corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 20____ by _____ its _____ of Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, on behalf of the corporation. He/she is ☐ personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 20____ by _____ its _____ of Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, on behalf of the corporation. He/she is ☐ personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

SCHEDULE 6.9(b)

Form of Sublease Recognition Agreement (Mortgage Holder)

(See attached)

Exhibit Version

Prepared by and return to:

Ellen M. Macfarlane
Macfarlane Ferguson & McMullen, P.A.
201 N. Franklin Street, Suite 2000
Tampa, FL 33602

**SUBORDINATION, NON-DISTURBANCE AND RECOGNITION AGREEMENT
(Mortgage Holder)**

This Agreement (the "SNDA") is made this ____ day of _____, 20__ ("Effective Date"), by and among _____ ("Mortgagee") whose mailing address is _____, **Barn 4, LLC**, a Florida limited liability company ("Landlord"), whose address is _____, **Brightmark Sobek RNG LLC**, a Delaware limited liability company ("Brightmark"), whose address is _____, and **Peoples Gas System**, a division of Tampa Electric Company, a Florida corporation ("Subtenant"), whose mailing address is 702 N. Franklin Street, Tampa, Florida 33601.

W I T N E S S E T H:

WHEREAS, Landlord owns the real property described on the attached *Exhibit A* hereto ("Premises"); and

WHEREAS, Landlord leased the Premises to Brightmark pursuant to that certain Amended and Restated Ground Lease dated September 25, 2020, a Memorandum of which is recorded in Official Records File #2020011111 of the Public Records of Okeechobee County, Florida ("Ground Lease"); and

WHEREAS, Brightmark and Subtenant have entered into a Purchase and Sale Agreement for the construction, purchase and sale of renewable natural gas facilities on the Premises (the "PSA"), pursuant to which Brightmark and Subtenant agreed to enter into a Sublease of the Premises (the "Sublease") and a Facility Lease (the "Facility Lease") of the natural gas facilities constructed or to be constructed on the Premises (the "Improvements") in the form attached to the PSA; and

WHEREAS, Mortgagee has previously made a loan to Landlord secured by a mortgage and security agreement (the "Mortgage") encumbering the Premises, but not the Improvements, and recorded in the Public Records of Okeechobee County, Florida. Subtenant has agreed that the Sublease and the Facility Lease are and shall be subject and subordinate to the Mortgage, subject to the terms and conditions of this SNDA.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual obligations of the parties set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The lien, operation and priority of the Sublease, the Facility Lease and any financing obtained by Subtenant in connection therewith are and shall be subject and subordinate in all respects to the lien, operation and priority of the Mortgage and to any and all advances made thereunder, and to any and all renewals, modifications, consolidations, replacements and extensions thereof, regardless of the amount of indebtedness secured thereby from time to time.

2. Subtenant agrees that, if Mortgagee becomes the owner of the Premises or Brightmark's interest under the Ground Lease or Sublease by foreclosure, deed in lieu of foreclosure or otherwise, then Subtenant shall attorn to and recognize Mortgagee as the landlord under the Sublease for the remainder of the term thereof (and any extensions, if exercised), and Subtenant shall perform and observe its obligations under the Sublease, subject to the terms and conditions set forth in the Sublease. Subtenant further covenants and agrees to execute and deliver upon request of Mortgagee, or its successors or assigns, an appropriate agreement of attornment to any subsequent titleholder of the Premises.

3. If it should become necessary to foreclose the lien of the Mortgage, Mortgagee will not terminate the Ground Lease or the Sublease nor join Brightmark or Subtenant in any summary or foreclosure proceedings.

4. Mortgagee agrees that, if it becomes the owner of the Premises or Landlord's interest under the Ground Lease, Mortgagee will be bound by and observe and perform the obligations of Landlord under a certain Sublease Recognition Agreement and Estoppel Certificate given by Landlord to Subtenant with respect to the Sublease, under a certain Option to Lease given by Landlord to Subtenant with respect to the Ground Lease and under the Ground Lease.

5. So long as the Mortgage remains outstanding and unsatisfied, Subtenant shall mail or deliver to Mortgagee, at the address and in the manner herein below provided, a copy of all notices permitted or required to be given to Brightmark or Landlord by Subtenant pursuant to the terms and provisions of the Sublease. Mortgagee may, but shall have no obligation to, cure any of such defaults by Landlord or Brightmark under the Ground Lease.

6. If Mortgagee shall succeed to the interest of Brightmark under the Sublease, Mortgagee shall not be:

- a. liable for any act or omission of any prior landlord (including Brightmark or Landlord); or
- b. liable for the return of any security deposits; or
- c. subject to any offsets or defenses which Subtenant might have against any prior landlord (including Brightmark or Landlord); or
- d. bound by any rent or additional rent which Subtenant might have paid to any prior landlord (including Brightmark or Landlord) on account of more than the current month; or

- e. bound by any modification of or amendment to the Sublease or the Ground Lease made without Mortgagee's written consent (not to be unreasonably withheld, conditioned or delayed).

7. Brightmark and Subtenant each hereby certify to Mortgagee that the Sublease has been duly executed by Brightmark and Subtenant and is in full force and effect; that the Sublease and all modifications and amendments specified herein are a complete statement of the agreement between Brightmark and Subtenant with respect to the leasing of the Premises; that the Sublease has not been modified or amended, except as specified herein; that neither party is in default under the Sublease; that no rent under the Sublease has been paid for more than 30 days in advance of its due date; and that Subtenant, as of this date, has no charge, lien or claim of offset under the Sublease, or otherwise, against the rents or other charges due or to become due thereunder.

8. Any and all notices, elections, demands, requests and responses permitted or required to be given under this SNDA shall be in writing, signed by or on behalf of the party giving the same and shall be deemed to have been properly given and shall be effective upon being personally delivered, being delivered by express overnight courier, or upon being deposited in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth below or at such other address within the United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided, further, that no notice of change of address shall be effective until the date of receipt thereof. Any such notice, election, demand, request or response, if given to Mortgagee, shall be addressed as follows: [_____]

and, if given to Landlord, shall be addressed as follows: [_____]

and, if given to Brightmark, shall be addressed as follows: [_____]

and, if given to Subtenant, shall be addressed as follows: [_____]

9. This SNDA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

10. Mortgagee does hereby agree with Brightmark and Subtenant that, in the event Mortgagee (or any successor to Mortgagee) becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, (a) so long as Brightmark is not in default under the Ground Lease beyond any applicable notice and cure period set forth therein, the Ground Lease shall continue in full force and effect as a direct Ground Lease between Mortgagee (or the succeeding owner of the Premises) and Brightmark, upon and subject to all of the terms, covenants and conditions of the Ground Lease, as affected by the Option to Lease given by Landlord to Subtenant, including without limitation the terms of the joinder attached thereto, for the balance of the term of the Ground Lease, Mortgagee will recognize all of Brightmark's rights under the Ground Lease, and the rights of all those claiming under Brightmark, including without limitation the rights of Subtenant under the Sublease, and Mortgagee will not disturb the possession of Brightmark and Subtenant, and (b) so long as Subtenant is not in default under the Sublease beyond any applicable notice and cure period set forth therein, the Sublease shall continue in full force and effect as a sublease between Brightmark and Subtenant, upon and subject to all of the terms, covenants and

conditions of the Sublease, for the balance of the term of the Sublease, Mortgagee will recognize all of Subtenant's rights under the Sublease, and Mortgagee will not disturb the possession of Subtenant under the Sublease.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LANDLORD:

BARN 4, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 20____ (date) by _____ its _____ of Barn 4, LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SUBTENANT:

PEOPLES GAS SYSTEM, a division of Tampa Electric Company, a Florida corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 20__ by _____ its _____ of Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, on behalf of the corporation. He/she is ☐ personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 20__ by _____ its _____ of Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, on behalf of the corporation. He/she is ☐ personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

[Ground Lessor signature element and acknowledgment]

[Mortgagee signature element and acknowledgment]

SCHEDULE 6.9(c)

Form of Options to Lease (Ground Leases)

(See attached)

Exhibit Version

Prepared by and return to:

Ellen M. Macfarlane
Macfarlane Ferguson & McMullen, P.A.
201 N. Franklin Street, Suite 2000
Tampa, FL 33602

ESTOPPEL CERTIFICATE AND OPTION TO LEASE

This Agreement ("Option Agreement") is made as of the _____ day of _____, 2021 ("Effective Date"), by and among **Barn 4, LLC**, a Florida limited liability company ("Landlord") whose mailing address is 400 NW 5th Street, Okeechobee, Florida 34972, and **Peoples Gas System**, a division of Tampa Electric Company, a Florida corporation ("PGS"), whose mailing address is 702 N. Franklin Street, Tampa, Florida 33601. Landlord and PGS may be referred to individually as a Party or collectively as the Parties.

WHEREAS, Landlord owns the real property described on the attached *Exhibit A* hereto (hereinafter referred to as the "Property"); and

WHEREAS, Landlord leased the Property to Brightmark Sobek RNG LLC, a Delaware limited liability company ("Brightmark"), pursuant to that certain Amended and Restated Ground Lease dated September 25, 2020, a memorandum of which was recorded November 12, 2020 as Official Record File No. 2020011111 of the Public Records of Okeechobee County, Florida (collectively, the "Ground Lease"); and

WHEREAS, J.M. Larson, Inc. and Brightmark entered into an Amended and Restated Manure Supply Agreement dated September 25, 2020 ("MSA"), regarding supplying Brightmark all of the manure produced at certain farms located in Okeechobee, Florida; and

WHEREAS, pursuant to a Purchase and Sale Agreement dated _____ as amended, if applicable (the "PSA"), PGS and Brightmark agreed upon the construction of renewable natural gas ("RNG") facilities (the "Facility") on the Property and the generation of RNG from the Facility, and at the closing under the PSA, to enter into a sublease of the Property from Brightmark to PGS (the "Sublease") and a sub-sublease of the Facility and the Property from PGS to Brightmark (the "Facility Lease", and together with the Ground Lease, Sublease, MSA, and all other documents evidencing or securing that transaction, collectively the "Original Transaction"); and

WHEREAS, upon the occurrence of certain events described herein, PGS desires the right to lease the Property pursuant to the same terms and conditions set forth in the Ground Lease, and Landlord desires to grant PGS this option pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual obligations of the Parties set forth in this Option Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Landlord Assurances.**

- a. Without confirming the contents of the terms of the Facility Lease or the Sublease, and without modification of the terms of the Original Transaction except where explicitly, contemplated herein, Landlord hereby consents to Brightmark's sublease of the Property to PGS pursuant to the Sublease, to PGS's sub-sublease of the Property and the Facility to Brightmark pursuant to the Facility Lease, and to any assignment of the Facility Lease permitted thereunder. Landlord acknowledges and agrees that under the Sublease and the Facility Lease, Brightmark shall be responsible for all of the obligations of the tenant under the Ground Lease.
- b. Landlord represents and warrants that the Ground Lease is in full force and effect and has not been modified or amended. So long as PGS is not in default under the Sublease or Facility Lease as reasonably communicated by either PGS or Brightmark, beyond any applicable notice and cure period set forth in the applicable document, Landlord will not materially modify, materially amend, cancel or surrender the Ground Lease or accept any material modification, amendment, cancellation or surrender of the Ground Lease without the prior written consent of PGS, which consent shall not be unreasonably withheld, conditioned and/or delayed. Landlord will furnish PGS with a copy of each modification, amendment, cancellation or surrender, regardless of whether it is material, and no modification, amendment, cancellation or surrender shall be binding on PGS without the prior written consent of PGS, which consent will not be unreasonably withheld, conditioned and/or delayed; provided, however, the foregoing shall not require Landlord to obtain the prior written consent of PGS as a condition of Landlord exercising any rights or remedies available to Landlord under the Ground Lease in the Event of Default (as defined in the Ground Lease).
- c. The commencement date of the Ground Lease was December 18, 2019, and the term will expire 15 years from the Commercial Operation Date, as defined in the MSA.
- d. Intentionally deleted.
- e. To Landlord's actual knowledge, Brightmark is not in default under any of the terms, covenants or conditions of the Ground Lease, and no event has occurred which with the passage of time or the giving of notice, or both, would constitute a default by Brightmark under the Ground Lease.
- f. The subleasing to PGS by Brightmark and the sub-subleasing of PGS to Brightmark will not violate the Ground Lease.

- g. Landlord has received no written notice from any governmental agency alleging a violation of any statute, ordinance, regulation or code with respect to the Property which violation has not been cured.
- h. To Landlord's actual knowledge, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand relating to the Property or Landlord's interest in the Property.
- i. To Landlord's actual knowledge, there is no pending or contemplated or threatened eminent domain, condemnation or other governmental taking or proceeding relating to the Property or any part thereof.
- j. To the best of Landlord's actual knowledge, without inquiry or investigation, there are no unpaid fees or taxes related to Brightmark's use and operation of the Property.
- k. The Ground Lease constitutes the entire agreement between Landlord and Brightmark pertaining to the use and occupancy of the Property, other than the MSA and letter dated September 24, 2020, from Brightmark addressed to John Larson of JM Larson, Inc., re Road Access and Easements with Peoples Gas System/Tampa Electric Company.

2. **Grant of Option.** Landlord hereby grants PGS the option to lease the Property from Landlord pursuant to a new lease containing the same terms and conditions set forth in the Ground Lease, unaffected by any subsequent modifications or amendments between Landlord and Brightmark to which PGS has not consented in accordance with Section 1(b) above, (the "Lease"), and according to the terms and conditions hereinafter set forth (the "Option"). Neither PGS nor Landlord shall be obligated to start the term of the Ground Lease anew, but rather the term of the Ground Lease shall be the portion of the term of the Ground Lease remaining as of the date PGS exercises the Option, including any options to renew contained in the original Ground Lease.

The Parties acknowledge and agree that this Option Agreement grants PGS only an option to lease the Property on the terms set forth herein and in the Ground Lease and does not of itself create or grant to PGS or any other person or entity any other right or interest in the Property.

3. **Option Term.** The Option shall be exercisable by PGS at any time during the term of the Ground Lease ("Option Term"). For the avoidance of doubt, the modification or termination of the MSA does not modify or terminate this Option Agreement. Upon expiration of the Option Term, this Option Agreement shall become null and void and upon notice from Landlord, PGS will sign and record a termination of this Option Agreement in the public records of Okeechobee County, Florida.

4. **Landlord's Covenants.** Landlord covenants that it will:

- a. Promptly notify PGS of any Brightmark default under, or termination of, the Ground Lease;

- b. Provide PGS a copy of all notices provided to or received from Brightmark under the Ground Lease, and all modifications or amendments thereof;
- c. Not take any action that would interfere with Brightmark's use or occupancy of the Property without providing PGS at least thirty (30) days prior notice; and
- d. If applicable, allow a continuing default under any other agreement related to the Original Transaction which arises solely as a result of the existence of a default under the Ground Lease to remain uncured at the time the Parties enter into the Lease.

5. **Exercise of the Option.** PGS may exercise the Option by delivering to Landlord notice of exercise after the occurrence of a Condition to Exercise (as defined below). The Lease shall commence, and Landlord shall deliver the Property to PGS, within five (5) days of PGS's notice. Landlord will allow PGS to remain in possession of the Property pursuant to the Sublease until possession of the Property is delivered to PGS pursuant to this Option Agreement. PGS may only exercise the Option after PGS has closed on the purchase of the Facility as contemplated in the PSA or otherwise acquired the Facility pursuant thereto, and one or more of the following have occurred ("Condition to Exercise"): (i) the termination of the Ground Lease for any reason; (ii) Brightmark abandons the Property prior to the expiration of the term of the Ground Lease; (iii) the occurrence of an uncured default under the Sublease by Brightmark and subsequent termination of the Sublease by PGS; or (iv) the occurrence of an uncured default under the Facility Lease by Brightmark and subsequent termination of the Facility Lease by PGS. For Conditions to Exercise (i) and (ii), PGS must exercise its Option within six (6) months of written notice from Landlord of the occurrence of a Condition to Exercise, which notice from Landlord must include notice of any outstanding breaches by Brightmark that Landlord will require PGS to cure in order to exercise the Option.

6. **Termination of Option upon default by PGS under agreements with Brightmark.** Notwithstanding anything to the contrary in this Option to Lease, this Option to Lease shall terminate, be null and void and unenforceable in the event PGS defaults under the PSA, Facility Lease, Sublease and Renewable Natural Gas Service Agreement between Brightmark and PGS, and Brightmark terminates one or more of the same in accordance with the terms thereof. PGS will also sign and record a termination of this Option Agreement in the public records of Okeechobee County, Florida upon termination pursuant to this paragraph. PGS or Brightmark shall simultaneously provide notice to Landlord upon sending any notice of an Event of Default or Termination under the PSA, Facility Lease, Sublease and Renewable Natural Gas Service Agreement between Brightmark and PGS.

7. **Integration; Modification; No Merger.** This Option Agreement contains the entire intentions and understandings of each Party regarding PGS's option to lease the Property. This Option Agreement supersedes any prior agreements between Landlord and PGS, whether written or oral. The Parties may modify this Option Agreement only in a writing signed by both Parties. No termination of the interests of Landlord, Brightmark or PGS under the Ground Lease, Sublease or Facility Lease shall result in a merger of the leasehold interests created by the Ground Lease, Sublease or Facility Lease or the ownership of the Facility.

8. **Attorneys' Fees.** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Option Agreement or because of an alleged dispute, breach, default or misrepresentation of any covenant or provision of this Option Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, actually incurred, court costs and all expenses if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such party or parties may be entitled.

9. **Governing Law.** This Option Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida and shall be subject to all applicable laws, rules and orders of any Federal, state or local governmental authority having jurisdiction over the parties, their facilities or the transactions contemplated. Venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Option Agreement shall be in a court, located within the Okeechobee County, Florida, having jurisdiction.

10. **Severability.** If any term or provision of this Option Agreement is declared to be illegal, invalid or unenforceable by a court of competent jurisdiction, the unaffected terms shall remain in full force and effect.

11. **Notice.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, to the address for each Party first written above.

12. **Successors and Assigns.** The Option Agreement is binding upon and shall inure to the benefit of the personal representatives, successors and assigns of the Parties and shall constitute a covenant running with the Property and binding upon the successors in title thereto.

[Signatures only on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Option Agreement and Contract for Purchase and Sale to be duly executed as of the day and year first above written.

LANDLORD:

BARN 4, LLC,
a Florida limited liability company

By: _____
David E. Bowers, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 2021 (date) by David E. Bowers, as Manager of Barn 4, LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

PGS:

PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY,
a Florida corporation

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 20__ by _____ its _____ of Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, on behalf of the corporation. He/she is ☐ personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

JOINDER AND CONSENT TO ESTOPPEL CERTIFICATE AND OPTION TO LEASE

Brightmark Sobek RNG LLC, a Delaware limited liability company ("Brightmark") joins in and consents to the Option to Lease to which this Joinder and Consent is attached and made a part thereof ("Option to Lease") for the limited purpose of acknowledging and agreeing that, if PGS has closed on the purchase of the Facility as contemplated in the Purchase and Sale Agreement dated _____ between PGS and Brightmark, as amended if applicable, or otherwise acquired the Facility pursuant thereto, the occurrence of the events in Sections 4(ii) through (iv) of the Option to Lease would be "Events of Default" under that certain Amended and Restated Ground Lease between Barn 4, LLC, a Florida limited liability company ("Landlord") and Brightmark dated September 25, 2020 ("Ground Lease"), and as a result, Landlord and Brightmark, collectively or individually, have the right to terminate the Ground Lease effective upon written notice of such termination of the Ground Lease to the other, the intent being that either the Ground Lease or the Lease contemplated in the Option to Lease are in force and effect, but not both. Further, to the extent that Landlord enters into the new lease contemplated in the Option to Lease, the terms of Section 42 of the Ground Lease shall immediately become null, void and unenforceable notwithstanding anything to the contrary in the Ground Lease or in any other agreement between Brightmark and Landlord. Further, so long as PGS is not in default under the Sublease or Facility Lease beyond any applicable notice and cure period set forth in the applicable document, Brightmark will not materially modify, materially amend, cancel or surrender the Ground Lease or accept any material modification, amendment, cancellation or surrender of the Ground Lease without the prior written consent of PGS, not to be unreasonably withheld, conditioned and/or delayed. Brightmark will furnish PGS with a copy of each modification, amendment, cancellation or surrender, regardless of whether it is material, and no modification, amendment, cancellation or surrender of the Ground Lease shall be binding on PGS without the prior written consent of PGS, which consent will not be unreasonably withheld, conditioned and/or delayed. The execution and delivery of this Joinder and Consent, coupled with Landlord's execution and delivery of the Option to Lease, shall be considered a modification and amendment to the terms of the Ground Lease consistent with the terms above.

BRIGHTMARK SOBEK RNG LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 20____ (date) by _____ its _____ of Brightmark Sobek RNG LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ (type of identification) as identification.

ACKNOWLEDGED AND AGREED

BARN 4, LLC,
a Florida limited liability company

By: _____
David E. Bowers, Manager

STATE OF PALM BEACH
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 2021 (date) by David E. Bowers, as Manager of Barn 4, LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public

My commission expires: _____

Schedule 6.9(e)
Form of MSA Estoppel

(See attached)

Exhibit Version

Prepared by and return to:

Ellen M. Macfarlane
Macfarlane Ferguson & McMullen
P.O. Box 1531
Tampa, Florida 33601-1531

ESTOPPEL CERTIFICATE AND CONDITIONAL RIGHT TO ENTER INTO MSA

This Agreement ("Agreement") is made as of the _____ day of _____, 2021 ("Effective Date"), by and among **J.M. Larson, Inc.**, a Florida corporation ("Feedstock Supplier") whose mailing address is 400 NW 5th Street, Okeechobee, Florida 34972, and **Peoples Gas System**, a division of Tampa Electric Company, a Florida corporation ("PGS"), whose mailing address is 702 N. Franklin Street, Tampa, Florida 33601. Feedstock Supplier and PGS may be referred to individually as a Party or collectively as the Parties.

WHEREAS, Feedstock Supplier's affiliate, Barn 4, LLC, owns the real property described on the attached *Exhibit A* hereto (hereinafter referred to as the "Property"); and

WHEREAS, Feedstock Supplier entered into an Amended and Restated Manure Supply Agreement with Brightmark Sobek RNG LLC, a Delaware limited liability company ("Brightmark"), dated September 25, 2020 (the "MSA") regarding supplying Brightmark all of the manure produced at a dairy farm (the "Dairy Farm") located in Okeechobee, Florida; and

WHEREAS, Barn 4, LLC and Brightmark entered into an Amended and Restated Ground Lease of the Property dated September 25, 2020, a memorandum of which was recorded November 12, 2020 as Official Record File No. 2020011111 of the Public Records of Okeechobee County, Florida (collectively, the "Ground Lease"); and

WHEREAS, pursuant to a Purchase and Sale Agreement dated _____ as amended, if applicable (the "PSA"), PGS and Brightmark agreed upon the construction of renewable natural gas ("RNG") facilities (the "Facility") on the Property and the generation of RNG from the Facility, and at the closing under the PSA, to enter into a sublease of the Property from Brightmark to PGS (the "Sublease") and a sub-sublease of the Facility and the Property from PGS to Brightmark (the "Facility Lease", and together with the Ground Lease, Sublease, MSA, and all other documents evidencing or securing that transaction, collectively the "Original Transaction"); and

WHEREAS, pursuant to the PSA and the Facility Lease, Brightmark collaterally assigned and granted a security interest in the MSA for the purpose of securing Brightmark's obligations under the PSA and the Facility Lease;

WHEREAS, upon the occurrence of certain events described herein, PGS desires the right to enter into a Manure Supply Agreement directly from Feedstock Supplier pursuant to the same terms and conditions set forth in the MSA, and Feedstock Supplier desires to grant PGS this right pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual obligations of the Parties set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Feedstock Supplier Assurances.

- a. Feedstock Supplier hereby consents to Brightmark's collateral assignment of and grant of a security interest in the MSA pursuant to the PSA and the Facility Lease. Feedstock Supplier acknowledges and agrees that under the PSA and the Facility Lease, Brightmark shall be responsible for all of the obligations of the owner under the MSA.
- b. Feedstock Supplier represents and warrants that the MSA is in full force and effect and has not been modified or amended. So long as PGS is not in default under the Sublease or Facility Lease beyond any applicable notice and cure period set forth in the applicable document, Feedstock Supplier will not materially modify, materially amend, cancel or surrender the MSA or accept any material modification, material amendment, cancellation or surrender of the MSA without the prior written consent of PGS, not to be unreasonably withheld, conditioned and/or delayed. Feedstock Supplier will furnish PGS with a copy of each modification, amendment, cancellation or surrender, regardless of whether it is material, and no modification, amendment, cancellation or surrender shall be binding on PGS without the prior written consent of PGS which consent will not be unreasonably withheld, conditioned and/or delayed; provided, however, the foregoing shall not require Landlord to obtain the prior written consent of PGS as a condition of Landlord exercising any rights or remedies available to Landlord under the MSA in the Event of Default (as defined in the MSA).
- c. The effective date of the MSA was September 25, 2020, and the MSA will remain in full force and effect until 15 years from the Commercial Operation Date, as defined in the MSA.
- d. Intentionally deleted.
- e. To Feedstock Supplier's actual knowledge, Brightmark is not in default under any of the terms, covenants or conditions of the MSA, and no event has occurred which with the passage of time or the giving of notice, or both, would constitute a default by Brightmark under the MSA.

- f. Feedstock Supplier has received no written notice from any governmental agency alleging a violation of any statute, ordinance, regulation or code with respect to the Dairy Farm which violation has not been cured.
- g. To Feedstock Supplier's actual knowledge, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand relating to the Dairy Farm or Feedstock Supplier's interest in the Dairy Farm.
- h. The MSA constitutes the entire agreement between Feedstock Supplier and Brightmark pertaining to the supply of manure from the Dairy Farm.

2. **Grant of Right.** If PGS closes on the purchase of the Facility as contemplated in the PSA or otherwise acquires the Facility pursuant thereto, in the event that (A) (i) the MSA is rejected by a trustee or debtor-in possession in any bankruptcy or insolvency proceeding initiated by or against Brightmark, (ii) the MSA is terminated for any reason other than an early termination of the MSA by the Feedstock Supplier pursuant to the terms of Section 4(e) of the MSA, (iii) the occurrence of an uncured default under the Sublease by Brightmark and subsequent termination of the Sublease by PGS, or (iv) the occurrence of an uncured default under the Facility Lease by Brightmark and subsequent termination of the Facility Lease by PGS, and (B) if, within forty-five (45) days after such rejection or termination, PGS shall so request, Feedstock Supplier will execute and deliver to PGS a new agreement (a "New MSA") containing the same terms and conditions set forth in the MSA for the remaining term of the original MSA, unaffected by any subsequent modifications or amendments between Feedstock Supplier and Brightmark to which PGS has not consented in accordance with section 1(b) above, before giving effect to such rejection or termination.

The Parties acknowledge and agree that this Agreement does not of itself create or grant to PGS or any other person or entity any other right or interest in the Dairy Farm.

3. **Term.** The rights in Section 2 above shall be exercisable by PGS only if PGS has closed on the purchase of the Facility as contemplated in the PSA and then at any time during the term of the MSA ("Term"). For the avoidance of doubt, the modification or termination of the Ground Lease for any reason other than pursuant to the terms of Section 4(e) of the MSA does not modify or terminate this Agreement. Upon expiration of the Term, this Agreement shall become null and void and upon notice from Feedstock Supplier, PGS will sign a termination of this Agreement.

4. **Feedstock Supplier's Covenants.** Feedstock Supplier covenants that it will:

- a. Notify PGS of any Brightmark default under the MSA (each a, "Brightmark Event of Default") concurrent with Feedstock Supplier's notice of the same to Brightmark ("Brightmark Default Notice");
- b. Provide PGS a copy of all other notices provided to or received from Brightmark under the MSA;

- c. Not take any action that would interfere with Brightmark's rights under the MSA without providing PGS at least thirty (30) days prior notice; and
- d. If applicable, allow a continuing default under any other agreement related to the Original Transaction which arises solely as a result of the existence of a default under the MSA to remain uncured at the time the Parties enter into the New MSA, as long as this Agreement is in effect.

5. **Intentionally deleted.**

6. **Termination of Right to Enter into New MSA upon default by PGS under agreements with Brightmark.** Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate, be null and void and unenforceable in the event PGS defaults under the PSA, Facility Lease or Sublease and Brightmark terminates one or more of the same in accordance with the terms thereof. PGS will also sign and record a termination of this Agreement in the public records of Okeechobee County, Florida upon termination pursuant to this paragraph.

7. **Integration; Modification; No Merger.** This Agreement contains the entire intentions and understandings of each Party regarding PGS's right to enter into a New MSA. This Agreement supersedes any prior agreements, whether written or oral. The Parties may modify this Agreement only in a writing signed by both Parties.

8. **Attorneys' Fees.** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation of any covenant or provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, actually incurred, court costs and all expenses if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such party or parties may be entitled.

9. **Governing Law.** This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida and shall be subject to all applicable laws, rules and orders of any Federal, state or local governmental authority having jurisdiction over the parties, their facilities or the transactions contemplated. Venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement shall be in a court, located within the Okeechobee County, Florida, having jurisdiction.

10. **Severability.** If any term or provision of this Agreement is declared to be illegal, invalid or unenforceable by a court of competent jurisdiction, the unaffected terms shall remain in full force and effect.

11. **Notice.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, to the address for each Party first written above.

12. **Successors and Assigns.** The Agreement is binding upon and shall inure to the benefit of the personal representatives, successors and assigns of the Parties and shall constitute a covenant running with the Property and binding upon the successors in title thereto.

[Signatures only on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement and Contract for Purchase and Sale to be duly executed as of the day and year first above written.

FEEDSTOCK SUPPLIER:

J.M. Larson, Inc.,
a Florida corporation

By: _____
John M. Larson, President

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 2021 by John M. Larson, as President of J.M. Larson, Inc., a Florida corporation, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

PGS:

PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY,
a Florida corporation

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 20__ by _____ its _____ of Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, on behalf of the corporation. He/she is ☐ personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

JOINDER AND CONSENT TO ESTOPPEL CERTIFICATE AND CONDITIONAL RIGHT TO ENTER INTO MSA

Brightmark Sobek RNG LLC, a Delaware limited liability company ("Brightmark") joins in and consents to the Estoppel Certificate and Conditional Right to Enter into MSA to which this Joinder and Consent is attached and made a part thereof ("Conditional Right to New MSA") for the limited purpose of acknowledging and agreeing that, if PGS has closed on the purchase of the Facility as contemplated in the Purchase and Sale Agreement dated _____ between PGS and Brightmark, as amended if applicable, or otherwise acquired the Facility pursuant thereto, and as long as the Conditional Right to New MSA remains in force and effect, the occurrence of the events in Section 2(A) of the Conditional Right to New MSA would be "Events of Default" under that certain Amended and Restated Manure Supply Agreement between J.M. Larson, Inc., a Florida corporation ("Feedstock Supplier") and Brightmark dated September 25, 2020 ("MSA"), and as a result, Feedstock Supplier and Brightmark, collectively or individually, have the right to terminate the MSA effective upon written notice of such termination of the MSA to the other, the intent being that either the MSA or the New MSA contemplated in the Conditional Right to New MSA are in force and effect, but not both. Further, so long as PGS is not in default under the Sublease or Facility Lease beyond any applicable notice and cure period set forth in the applicable document, Brightmark will not materially modify, materially amend, cancel or surrender the MSA or accept any material modification, amendment, cancellation or surrender of the MSA without the prior written consent of PGS, not to be unreasonably withheld, conditioned and/or delayed. Brightmark will furnish PGS with a copy of each modification, amendment, cancellation or surrender, regardless of whether it is material, and no modification, amendment, cancellation or surrender of the MSA shall be binding on PGS without the prior written consent of PGS, which consent will not be unreasonably withheld, conditioned and/or delayed. The execution and delivery of this Joinder and Consent, coupled with Feedstock Supplier's execution and delivery of the Conditional Right to New MSA, shall be considered a modification and amendment to the terms of the MSA consistent with the terms above.

BRIGHTMARK SOBEK RNG LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 20____ (date) by _____ its _____ of Brightmark Sobek RNG LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ (type of identification) as identification.

ACKNOWLEDGED AND AGREED

J.M. Larson, Inc.,
a Florida corporation

By: _____
John M. Larson, President

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 2021 by John M. Larson, as President of J.M. Larson, Inc., a Florida corporation, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

Schedule 6.9(f)

Form of RNGSA Easements

(See attached)

Exhibit Version

SEC. TWP. S. RGE. E.
FOLIO/PARCEL ID NO.

PREPARED BY
AND RETURN TO:

Real Estate Department
Tampa Electric Company
P.O. Box 111
Tampa, FL 33601

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, whose address is _____ (“Grantor”), in consideration of One Dollar and other valuable considerations paid to Grantor by **PEOPLES GAS SYSTEM**, A DIVISION OF TAMPA ELECTRIC COMPANY, a Florida corporation, P.O. Box 2562, Tampa, Florida 33601 (“Company”), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in _____ County, Florida, described as follows:

See Exhibit “A” attached hereto and by reference made a part hereof (“Easement Parcel”)

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, abandoning, replacing on and removing from said land, installations described as follows:

Underground gas line and aboveground and underground necessary appurtenances thereto, including without limitation telecommunications equipment, risers, and pipeline markers (“Facilities”).

The Easement shall be twenty-five (25) feet in width as shown on attached Exhibit “B” “C” (the “Easement Area”).

The aforesaid rights and privileges granted shall include the right and privilege to root prune or remove any and all deep-rooted vegetation upon said Easement Area, Easement Parcel, and upon the Grantor’s lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the Easement Area provided that it does not and will not directly interfere with the Company’s Facilities, does not change grade, and does not cause water impoundment. Grantor further acknowledges that under the “Underground Facility Damage Prevention and Safety Act” (ch. 556 Fla. Stat.), that Grantor is obligated to notify “Sunshine State One-Call of Florida, Inc.” of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate, if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Company’s Facilities.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio.

Company, at its option and in its sole discretion, may remove those underground portions of the Facilities that should be removed and purge and cap any portions of abandoned Facilities to be left in place.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this ____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

_____,
a _____ corporation,

WITNESS: _____
Print Name: _____

By: _____
Name: _____
Title: _____

WITNESS: _____
Print Name: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this _____ day of _____ 20__ by _____ as _____ of _____, on behalf of the corporation. She/He personally appeared before me, is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public

Print Name
Commission Expires: _____

EXHIBIT "A"

Legal Description of Parcel:

SCHEDULE 9.1

Sublease

(See attached)

Exhibit Version

**SUBLEASE AGREEMENT
(Multiple Parcels)**

This **SUBLEASE AGREEMENT** (this "Sublease") is hereby made and entered into as of the ____ day of _____, 2021 (the "Commencement Date"), by and between **BRIGHTMARK SOBEK RNG LLC**, a Delaware limited liability company (the "Sublandlord"), and **PEOPLES GAS SYSTEM**, a division of Tampa Electric Company (the "Subtenant").

RECITALS:

WHEREAS, pursuant to that certain Amended and Restated Ground Lease with Barn 4, LLC, a Florida limited liability company ("Barn 4"), dated September 25, 2020 ("Ground Lease 1"), Sublandlord has the right to occupy and use the Leased Premises (as defined in Ground Lease 1, the "Ground Lease 1 Premises") located in Okeechobee County, Florida; and

WHEREAS, pursuant to that certain Amended and Restated Ground Lease with East End Properties, LLC, a Florida limited liability company ("East End"), dated September 25, 2020 ("Ground Lease 2"), Sublandlord has the right to occupy and use the Leased Premises (as defined in Ground Lease 2, the "Ground Lease 2 Premises") located in Okeechobee County, Florida; and

WHEREAS, pursuant to that certain Amended and Restated Ground Lease with Barn 3, LLC, a Florida limited liability company ("Barn 3", together with Barn 4 and East End, the "Landlord"), dated September 25, 2020 ("Ground Lease 3" and together with Ground Lease 1 and Ground Lease 2, collectively, the "Ground Leases" and, each individually, a "Ground Lease"), Sublandlord has the right to occupy and use the Leased Premises (as defined in Ground Lease 3, the "Ground Lease 3 Premises" and together with the Ground Lease 1 Premises and the Ground Lease 2 Premises, collectively, the "Premises") located in Okeechobee County, Florida; and

WHEREAS, Landlord has consented to Sublandlord's sublet of the Premises to Subtenant; and

WHEREAS, on September ____, 20____, Sublandlord and Subtenant entered into agreements related to the construction of renewable natural gas ("RNG") facilities and the subsequent use thereof upon the Premises, including, but not limited to, the agreement wherein Subtenant purchased the RNG facility and related equipment and appurtenances constructed by Sublandlord (the "Purchase Agreement") and the lease of the facilities described in the Purchase Agreement (the "Facility") and the sub-sublease of the Premises back to Sublandlord (the "Facility Lease") and together with the Purchase Agreement and all other documents evidencing or securing the transaction, collectively the "Transaction Documents"; and

WHEREAS, Sublandlord desires to sublease to Subtenant, and Subtenant desires to sublease from Sublandlord, the Premises, so that Subtenant may use the Facility as contemplated in the Transaction Documents and upon the terms and conditions set forth herein.

Exhibit Version

NOW, THEREFORE, for and in consideration of the foregoing recitals, covenants and conditions hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sublease of Demised Premises.** Sublandlord does hereby sublease to Subtenant the Premises, and Subtenant does sublease from Sublandlord the Premises, upon and subject to the terms, conditions, covenants and provisions hereinafter set forth.

2. **Relationship of Sublease to Ground Leases.**

(a) **Responsibilities under Ground Leases.** Pursuant to the Facility Lease, Subtenant is sub-subleasing the Premises, as improved with the Facility, back to Sublandlord, and Sublandlord is agreeing to perform all of the obligations of the Sublandlord under the Ground Leases. To the extent Subtenant has use and occupancy of the Premises, Subtenant agrees to be bound by the terms of the Ground Leases.

(b) **Privileges under Ground Leases.** With respect to the Premises, Subtenant is granted all of the benefits, privileges, and rights granted to Sublandlord as tenant under the Ground Leases, as if Subtenant were the tenant thereunder.

(c) **Sublandlord's Obligations Under the Ground Leases.** Sublandlord shall not take action or fail to take any action the failure of which could result in the early termination of any Ground Lease. Sublandlord shall, at Sublandlord's sole expense, when reasonably necessary and when requested by Subtenant, use reasonable efforts to cause Landlord to perform its obligations under the Ground Leases, including, without limitation, if reasonably necessary, taking legal action or filing suit against Landlord.

(d) **Conflicting Provisions.** As regards the relationship between Sublandlord and Subtenant, where the provisions of the Ground Leases conflict with the provisions of this Sublease, the provisions of the Ground Leases shall control over the conflicting terms in this Sublease, provided that Sublandlord is performing its obligations under the Facility Lease with respect to the Ground Leases. As regards the relationship between the Sublandlord and Landlord, the provisions of the Ground Leases shall control. As regards the relationship between the Subtenant and Landlord, the provisions of the applicable Recognition Agreement (defined below) and Option to Lease (defined below) shall control.

3. **Term.** The term of this Sublease (the "Sublease Term") shall begin upon the Commencement Date and shall expire on the expiration date of the last Ground Lease to expire, unless this Sublease is sooner terminated in accordance with the terms and conditions set forth therein or herein; provided, however, to the extent that the Ground Leases have terms that end on different dates, this Sublease shall expire as to the individual Ground Leases no later than the expiration date of each individual Ground Lease (for clarity, remaining in effect as to other unexpired Ground Leases).

4. **Rent.**

Exhibit Version

(a) **Sublease Rent.** During the Sublease Term, Subtenant shall pay to Sublandlord annual rent in the amount of Ten Dollars (\$10.00) per year (the "Sublease Rent"). Subtenant shall also pay all sales and use tax due (if any) with regard to the Sublease Rent pursuant to the laws of the State of Florida.

(b) **Sublandlord's Covenant to Pay Rent.** Subtenant is not responsible for the payment of any amount due, or performance of any of the tenant's obligations, under the terms of the Ground Leases, including, but not limited to the payment of rent, except as provided in Section 2(a) of this Sublease above. Sublandlord covenants and agrees that it will make payment of all rent owed under the Ground Leases as and when due (subject to grace periods provided for in the Sublease). In the event Sublandlord shall fail to make any payment under the Ground Leases owed by Sublandlord, Subtenant shall have the right (but not the obligation) to cure any such payment default, and any such amounts paid by Subtenant and accepted by Landlord in cure of such payment default shall be credited against amounts next due and payable to Sublandlord under this Sublease or the Transaction Documents; provided, however, that the exercise or non-exercise of such right by the Subtenant shall not be deemed a waiver of any other rights or remedies that Subtenant may have at law, in equity, pursuant to this Sublease, or otherwise. Neither the foregoing sentence nor any provision of this Sublease obligate Subtenant to pay any amount that may be owed under the terms of the Ground Leases.

5. **Use of Subleased Premises.** The Premises shall be used by Subtenant as specified in the Ground Leases and for no other purposes.

6. **Access to Subleased Premises.** Landlord, its authorized agent or agents, shall have the right to enter upon the Premises pursuant and subject to the terms of the Ground Leases.

7. **Covenants of Sublandlord./Disclaimer.**

(a) Sublandlord covenants, represents and warrants that:

- a. Sublandlord shall not amend, modify, supplement, or supersede any Ground Lease in any manner without the prior written consent of the Subtenant, which consent may not be unreasonably withheld. Notwithstanding the foregoing, should Subtenant withhold consent to an amendment which Landlord is willing to enter into, and Sublandlord's inability to amend, modify, or supplement the Ground Lease result in Sublandlord defaulting on the Ground Lease, Sublandlord may amend, modify or supplement the Ground Lease without Subtenant's consent.
- b. Sublandlord has not assigned or encumbered its interest under any Ground Lease or subleased any portion of the Premises.
- c. Prior to the Commencement Date, Sublandlord shall obtain from the Landlord and the holder of any mortgage on the Premises an agreement or multiple agreements (each such agreement, a "Recognition").

Exhibit Version

Agreement") in the form attached as **Exhibit A** attached hereto and incorporated herein by reference.

(b) Sublandlord represents and warrants that as of the Commencement Date, each Ground Lease provides the tenant thereunder with all or substantially all of the necessary real property rights to complete, repair, operate, install, and maintain the Facility, provide operation and maintenance services for the Facility, and perform Sublandlord's obligations under the Facility Lease, including unobstructed ready ingress and egress for all personnel, equipment, materials and vehicles to and from the Premises. In the event any Ground Lease is terminated or expires as a result of a breach by Sublandlord of its obligations under such Ground Lease or if a Ground Lease is terminated pursuant to the exercise of an option to terminate by the Landlord thereunder prior to the termination or expiration of this Sublease, such termination and/or expiration of such Ground Lease shall constitute a material breach of this Sublease by Sublandlord unless such termination was due to breach by Subtenant of its obligations under Section 2(a) of this Sublease.

8. **Encumbrances.** Subtenant may, at its option, pay or discharge any arrears owing under any liens, levies, encumbrances, easements, mortgages, security interests, leases or any other rights in and/or restrictions on the Premises caused or created by Sublandlord (the "Encumbrances") upon the Premises which has priority over the interest of Subtenant under this Sublease, in which event the Subtenant shall be subrogated to the holder or holders of such paid or discharged Encumbrances and the Subtenant shall add the amount paid by the Subtenant against to amounts owed by the Sublandlord under this Sublease, the Facility Lease or any other agreement between the parties.

9. **Surrender of Premises.** Upon the expiration or earlier termination of this Sublease, Subtenant shall surrender the Premises to Sublandlord, together with all improvements, in their "as is" condition.

10. **Indemnification.** Subtenant shall indemnify, defend and save Sublandlord harmless from and against, all fines, suits, claims, demands, losses and actions (including reasonable attorneys' fees) resulting from or arising out of: (a) Subtenant's breach of its obligations in this Sublease; or (b) the intentional or negligent acts or omissions in or about the Premises by Subtenant or its affiliates, shareholders, directors, officers, agents, employees, contractors, or invitees that have entered onto the Premises.

Sublandlord shall indemnify, defend and save Subtenant harmless from and against, all fines, suits, claims, demands, losses and actions (including reasonable attorneys' fees) resulting from or arising out of: (a) Sublandlord's breach of this Sublease; (b) Sublandlord's breach of the Ground Leases; or (c) the intentional or negligent acts or omissions in or about the Premises by Sublandlord or its affiliates, shareholders, directors, officers, agents, employees, contractors, or invitees.

11. **Default.** Neither party shall be considered in default in the performance of any of its obligations under this Agreement unless and until a party has provided to the defaulting party written notice of such default (the "Notice of Default"), specifying in detail the alleged event of default and the required remedy and the defaulting party has not remedied such default within

Exhibit Version

thirty (30) days following the receipt of the Notice of Default, or such longer period as is reasonable in the circumstances so long as the defaulting party is diligently proceeding to implement remedial action. In the event such Notice of Default is provided and the default specified in the Notice of Default is not cured as provided in the preceding sentence, the non-defaulting party shall have the right to terminate this Sublease effective upon providing written notice of the same to the defaulting party. A default by Sublandlord under this Sublease shall also be considered a default by Sublandlord under the Facility Lease, and a default by Subtenant under this Sublease shall be a default by Subtenant under the Facility Lease. Notwithstanding the foregoing, if the conditions for Subtenant to exercise its Option to lease the Premises pursuant to the terms of the Options to Lease recorded in the Public Records of Okeechobee County, Florida, on or around the Commencement Date (the "Options to Lease"), shall occur and Subtenant exercises its Option, as that term is defined in the Options to Lease, the Ground Leases, to the extent Landlord has the right to terminate the Ground Leases and does so, and this Sublease, shall terminate and be of no further force or effect.

12. **Attorney's Fees.** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Sublease or because of an alleged dispute, breach, default or misrepresentation of any covenant or provision of this Sublease, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, actually incurred, court costs and all expenses if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such party or parties may be entitled.

13. **Quiet Enjoyment.** Provided Subtenant has performed all of the terms, covenants, agreements and conditions of this Sublease, Subtenant shall peaceably and quietly hold and enjoy the Premises for the Sublease Term herein described, subject to the provisions and conditions of this Sublease.

14. **Severability.** If any term or provision of this Sublease is declared to be illegal, invalid or unenforceable by a court of competent jurisdiction, the unaffected terms shall remain in full force and effect.

15. **Nature of Relationship.** Nothing contained in this Sublease shall be deemed or construed to create a partnership or joint venture of or between Sublandlord and Subtenant, or any relationship between the parties hereto other than that of Subtenant and Sublandlord.

16. **Notices.** All notices and other communications hereunder shall be in writing and be deemed duly given on the date of delivery if delivered personally or by a recognized overnight delivery service or on the fifth day after mailing if mailed by first class United States mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the party as set forth below.

If to Subtenant:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601

Exhibit Version

Attention: Timothy O'Connor
E-mail: TO'Connor@tecoenergy.com

with a copy to:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: General Counsel

If to Sublandlord:

Brightmark Sobek RNG LLC
1725 Montgomery Street, Floor 3
San Francisco, CA 94111
Attention: General Counsel
Email: legal@brightmarkenergy.com

with a copy to:

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard
Suite 1100
Austin, TX 78701
Attention: Becky Diffen
Email: becky.diffen@nortonrosefulbright.com

or, as to each party, at such other or additional address as may be designated by such party a notice provided to the other parties.

17. **Successors and Assigns.** Except as otherwise expressly provided in this Sublease, all of the covenants, conditions and provisions of this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18. **Brokers.** Sublandlord and Subtenant warrant that they have dealt with no brokers in connection with this Sublease.

19. **Further Assurances and Other Agreements.** As and from the Commencement Date, each party agrees to cooperate with the other party and to execute any additional documents or instruments reasonably necessary or proper to carry out the provisions and spirit of this Sublease.

20. **Time is of the Essence.** Time is of the essence of this Sublease and each of its provisions.

Exhibit Version

21. **Entire Agreement.** This Sublease represents the entire understanding and agreement of the parties hereto and all prior and contemporaneous agreements, writings and discussions are hereby superseded and of no further force and effect. This Sublease shall not be modified or amended in any way except by a writing executed by both parties.

22. **Memorandum of Sublease.** At any time after the Commencement Date hereof, either party may require the other party to execute a memorandum of sublease, and may record the memorandum of sublease in the real property records maintained by the county or municipality in which the Premises is located.

23. **Governing Law.** This Sublease and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida and shall be subject to all applicable laws, rules and orders of any Federal, state or local governmental authority having jurisdiction over the parties, their facilities or the transactions contemplated. Venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Sublease shall be in a court, located within the State of Florida, having jurisdiction.

24. **Counterparts.** This Sublease may be signed in counterparts, with the counterparts to be taken as one document by having the signature pages with counterpart signatures attached to one document. Signatures to this Sublease transmitted by facsimile transmission, by electronic mail in "portable document format" ("pdf") form, or pictorial appearance of a document, will have the same effect as physical delivery of the paper document being the original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit Version

IN TESTIMONY WHEREOF, the parties hereto have executed this Sublease as of the day and year first above written.

Sublandlord:

Subtenant:

BRIGHTMARK SOBEK RNG LLC, a Delaware limited liability company

PEOPLES GAS SYSTEM, a division of Tampa Electric Company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit Version

EXHIBIT A
Recognition Agreements

(See attached)

SCHEDULE 9.3

Bill of Sale

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Brightmark Sobek RNG LLC, a Delaware limited liability company ("**Seller**"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to Peoples Gas System, a division of Tampa Electric Company, a Florida corporation ("**Buyer**"), all of its right, title, and interest in and to the Improvements and the Personal Property, free of any Liens other than Permitted Liens, as such terms are defined in the Purchase and Sale Agreement, dated as of _____, 2021 (the "**Purchase Agreement**"), by and between Seller and Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever.

This Bill of Sale is not intended to enlarge, diminish or modify the rights or obligations of the parties under the Purchase Agreement. In that respect, Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Accordingly, to the extent that any terms and provisions of this Bill of Sale conflict with any term or provision in the Purchase Agreement, the Purchase Agreement will prevail, govern and control.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, and transferred by this Bill of Sale, other than a deed.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of _____, 2021.

SELLER:

Brightmark Sobek RNG LLC, a Delaware limited liability company

By: _____

Name:

Title:

SCHEDULE 9.4

Seller's Closing Certificate

Pursuant to Section 9.4 of the Purchase and Sale Agreement (the "**Agreement**"), dated as of _____, 2021, by and among Brightmark Sobek RNG LLC, a Delaware limited liability company ("**Seller**") and Peoples Gas System, a division of Tampa Electric Company, a Florida corporation ("**Buyer**"), the undersigned, as a duly authorized officer of Seller, does hereby certify, on behalf of Seller, the following as of the date hereof:

1. The representations and warranties of Seller contained in the Agreement and any agreement, certificate or other writing delivered pursuant thereto ("**Ancillary Documents**") are true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) on and as of the date hereof except those representations and warranties that address matters only as of a specified date, which are true and correct as of the date so specified.
2. Seller has duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, this certificate has been executed by the undersigned as of the date first set forth above.

Brightmark Sobek RNG LLC

By: _____
Name: _____
Title: _____

SCHEDULE 9.5

Estoppel Certificate

(See attached)

Exhibit Version

CLOSING ESTOPPEL CERTIFICATE

This Estoppel Certificate (this "Certificate") is made as of the _____ day of _____, 2021 ("Effective Date"), by **Barn 4, LLC**, a Florida limited liability company ("Landlord") whose mailing address is 400 NW 5th Street, Okeechobee, Florida 34972, to **Peoples Gas System**, a division of Tampa Electric Company, a Florida corporation ("PGS"), whose mailing address is 702 N. Franklin Street, Tampa, Florida 33601.

WHEREAS, pursuant to that certain Amended and Restated Ground Lease dated September 25, 2020, a memorandum of which was recorded November 12, 2020 as Official Record File No. 2020011111 of the Public Records of Okeechobee County, Florida (collectively, the "Ground Lease"), Landlord leased to Brightmark Sobek RNG, LLC, a Delaware limited liability company ("Brightmark") certain real property located in Okeechobee County, Florida, more particularly described in the Ground Lease (the "Property").

WHEREAS, J. M. Larson, Inc. and Brightmark entered into an Amended and Restated Manure Supply Agreement dated September 25, 2020 ("MSA"), regarding supplying Brightmark all of the manure produced at certain farms located in Okeechobee, Florida.

WHEREAS, pursuant to a Purchase and Sale Agreement dated _____, PGS is purchasing renewable natural gas facilities (the "Facility") constructed on the Property by Brightmark and entering into a sublease of the Property from Brightmark to PGS (the "Sublease"), and a sub-sublease of the Property and lease of the Facility back to Brightmark (the "Facility Lease").

WHEREAS, PGS has requested that Landlord execute and deliver this Certificate with respect to the Ground Lease.

NOW, THEREFORE, for good and valuable consideration, Landlord makes the following statements for the benefit of PGS:

1. The Ground Lease is in full force and effect and has not been modified or amended. So long as PGS is not in default, as reasonably communicated by either PGS or Brightmark, under the Sublease or Facility Lease beyond any applicable notice and cure period set forth in the applicable document, Landlord will not materially modify, materially amend, cancel or surrender the Ground Lease or accept any material modification, material amendment, cancellation or surrender of the Ground Lease without the prior written consent of PGS, and no such modification, amendment, cancellation or surrender shall be binding on PGS without the prior written consent of PGS, not to be unreasonably withheld, conditioned or delayed; provided, however, the foregoing shall not require Landlord to obtain the prior written consent of PGS as a condition of Landlord exercising any rights or remedies

available to Landlord under the Ground Lease in the Event of Default (as defined in the Ground Lease).

2. The commencement date of the Ground Lease was December 18, 2019, and the term will expire 15 years from the Commercial Operation Date, as defined in the MSA.
3. The rent and other charges payable by Brightmark under the Ground Lease commence following the Commercial Operation Date. [REDACTED]

Landlord understands and acknowledges that PGS, and, as applicable, its successors, assignees and/or sublessees, if any, are relying upon the statements set forth in this Certificate in purchasing the Facility and entering into the Sublease and the Facility Lease, provided however, such reliance is conditioned on this Certificate not being recorded in the public records.

[Signatures only on following page]

Executed by Landlord as of the day and year first above written.

LANDLORD:

BARN 4, LLC,
a Florida limited liability company

By: _____
David E. Bowers, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ of _____, 2021 (date) by David E. Bowers, as Manager of Barn 4, LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public
My commission expires: _____

SCHEDULE 9.6

Title Affidavit

(See attached)

Exhibit Version

OWNER'S TITLE AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, this day personally appeared * ("Affiant"), as * of Brightmark Sobek RNG LLC, a Delaware limited liability company ("Owner"), who first being duly sworn, deposes and says that:

1. Pursuant to the following Ground Leases, the Owner is the owner of a ground leasehold interest (the "**Leasehold Interest**") in and to certain property located in Okeechobee County, Florida, described on Exhibit "A" attached hereto and herein incorporated by reference (the "**Property**"): (1) an Amended and Restated Ground Lease with Barn 4, LLC, a Delaware limited liability company ("**Ground Lessor 1**"), dated September 25, 2020 ("**Ground Lease 1**"), (2) an Amended and Restated Ground Lease with East End Properties, LLC, a Florida limited liability company ("**Ground Lessor 2**"), dated September 25, 2020 ("**Ground Lease 2**"), and (3) an Amended and Restated Ground Lease with Barn 3, LLC, a Florida limited liability company ("**Ground Lessor 3**", and collectively with Ground Lessor 1 and Ground Lessor 2, "**Ground Lessors**", and, each individually, a "**Ground Lessor**"), dated September 25, 2020 ("**Ground Lease 3**" and together with Ground Lease 1 and Ground Lease 2, collectively, the "**Ground Leases**" and, each individually, a "**Ground Lease**"). Pursuant to a Sublease Agreement of even date herewith, Owner is subleasing the Leasehold Interest to Peoples Gas system, a division of Tampa Electric Company ("**Sublessee**"), and pursuant to a Lease Agreement of even date herewith (the "**Facility Lease**"), Sublessee is sub-subleasing the Leasehold Interest, and all improvements heretofore or hereafter constructed on the Property by Owner, to Owner.

2. To the best knowledge of the Affiant, no person or entity other than the Owner, Sublessee and Ground Lessors is in possession of all or any portion of the Property.

3. To the best knowledge of the Affiant, there are no outstanding contracts, either oral or written, for the furnishing of any labor or material to the Property or improvements thereon for which all payments or other arrangements satisfactory to the Title Company have not been made; all bills, if any, for labor, materials and services supplied or furnished to the Property within ninety (90) days immediately preceding the date hereof to or for the Property (or of any improvements thereon) have been paid in full; and, to the best knowledge of the Affiant, no person or entity has the right to assert a lawful claim of lien against the Property or any portion thereof for labor or services furnished, or for materials supplied to Owner.

4. To the best knowledge of the Affiant, the Property is free and clear of all liens, encumbrances and claims of every nature, kind and description whatsoever except for the lien of real estate taxes for the current year and subsequent years and matters disclosed on Title Insurance Commitment of First American Title Insurance Company (the "**Title Company**") bearing an effective date of _____ (the "**Commitment**") and boundary survey dated _____ ("**Survey**"), a copies of which has been furnished to Affiant.

5. To the best knowledge of Affiant, Owner's Leasehold Interest in and to the Property has never been disputed or questioned, nor does Affiant know of any reason by which any claim to any part of the Property or to any undivided interest therein, adverse to the Owner might be set up or made; and, except as stated herein or set forth in the Commitment or this Affidavit, to the best knowledge of the Affiant there are no leases, parties in possession of the Property, mortgages, unrecorded easements, rights-of-way or other agreements affecting the Property other than those certain letters dated September 24, 2020, from Owner addressed to John Larson of JM Larson, Inc. and to Jacob Larson of Larson Dairy, Inc., re Road Access and Easements with Peoples Gas System/Tampa Electric Company.

6. To the best knowledge of Affiant, there are no unpaid bills, liens or special assessments affecting the Property for drainage, sanitary sewer, paving or other public utilities, or improvements made by any governmental agency or authority.

7. To the best knowledge of Affiant, there are no actions or proceedings now pending in any state or federal court to which the Owner is a party, nor does Affiant know of any federal court judgments, federal tax liens or other liens of any kind or nature which could constitute a lien or charge upon the Property other than as referenced in the Commitment, if any.

8. Owner has not filed any petition under any of the provisions of the Bankruptcy Act, as amended, asking to be adjudged a bankrupt or to be afforded an opportunity to offer a plan of composition or extension of time within which to be paid by Owner, nor has Owner left with anyone whomsoever, any petitions for the purpose of having them forwarded to any Clerk of the United States District Court, nor does Affiant have any knowledge of any petition under the Bankruptcy Act, as amended, having been filed against Owner. Owner, to the best knowledge of Affiant, further avers that no judgment or decree has ever been entered in any Court of Florida or the United States against said Owner that is unsatisfied as of this date.

9. To the best knowledge of Affiant, there have been no documents recorded in the Public Records of Okeechobee County, Florida subsequent to _____, which would affect title to the Property and of which Affiant has knowledge that do not appear in any update to the Commitment. To the best knowledge of Affiant, there are no matters known by Owner to be pending against Owner which could give rise to a lien that would attach to the Property between the effective date of the Commitment and the recording of the instruments giving rise to the interest to be insured, that do not appear in any update of the Commitment. Neither the Affiant or the Owner have executed, and they will not execute, any instrument that would adversely affect the title to the Property

other than instruments contemplated to be entered into consistent with the Ground Lease, Facility Lease and Purchase and Sale Agreement dated _____, as amended, between Owner and Sublessee.

12. That this Affidavit is subscribed on personal knowledge and delivered for the purpose of inducing Sublessee to enter into the Sublease and the Facility Lease with Owner and for the purpose of inducing the Title Company to issue a policy of title insurance insuring leasehold title in Sublessee pursuant to the Sublease.

13. Affiant represents, warrants and swears that he has authority to bind the Seller with respect to the foregoing obligation and all matters set forth herein.

14. To the best of Affiant's knowledge, neither Affiant nor the Corporation is (1) listed on any Specially Designated Nationals and Blocked Persons List maintained by the Office of the Foreign Assets Control, United States Department of the Treasury; or (ii) a person subject to the prohibitions contained in the USA Patriot Act, or the prohibitions contained in the rules and regulations of the Office of Foreign Assets Control, United States Department of Treasury.

FURTHER AFFIANT SAYETH NOT.

*

SWORN TO AND SUBSCRIBED BEFORE ME by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____, ☐ who is personally known to me or ☐ who produced _____ as identification.

NOTARY PUBLIC

My Commission Expires:

SCHEDULE 9.13

Facility Lease

(See attached)

LEASE AGREEMENT

between

PEOPLES GAS SYSTEM

as Lessor

and

BRIGHTMARK SOBEK RNG LLC

as Lessee

dated as of [____], 2021

TABLE OF CONTENTS

	Page
Section 1. Definitions.....	2
Section 2. Agreement.....	2
(a) Lease	2
(b) Title.....	2
(c) Deposit.....	2
Section 3. Term and Monthly Service Charge.	4
(a) Term.....	4
(b) Rent and Other Charges	4
(c) Manner of Payment.....	4
(d) Collateral.....	5
Section 4. Environmental Attributes	6
Section 5. Lessor Covenants.....	6
(a) Facility Use.....	6
(b) Lessor Representative	6
(c) Tax Benefits.....	6
Section 6. Lessee Covenants.....	6
(a) Regulatory	6
(b) Assistance.....	6
(c) Lessee Representative	7
(d) Gas Specifications	7
(e) Insurance.....	7
(f) Lessee Obligations	9
(g) Lease Requirements.....	9
(h) Lien Releases.....	9
(i) Maintenance of Premises.....	9
(j) Compliance with Applicable Law	10
Section 7. Representations and Warranties.	10
(a) Lessor	10
(b) Lessee.....	11
Section 8. Lessor's Disclaimer of Warranties; Facility Warranties.	11
(a) Disclaimer of Warranties	11
(b) Warranty Assignment Agreement.....	12
(c) Manufacturers' and Subcontractors' Warranties.....	12

Section 9.	Facility Improvements; Hazardous Substances.....	12
(a)	Improvements.....	12
(b)	Hazardous Substances.....	12
(c)	Damage and Destruction.....	15
(d)	Condemnation	15
Section 10.	Indemnification.....	15
(a)	Lessor Indemnification	15
(b)	Lessee Indemnification	16
Section 11.	Taxes.....	16
(a)	Lessee Tax Obligations.....	16
(b)	Lessor Tax Obligations	16
Section 12.	Assignment.....	16
Section 13.	Events of Default	17
(a)	Lessee Event of Default.....	17
(b)	Lessor Event of Default.....	18
(c)	Ground Leases	18
Section 14.	Remedies.....	18
(a)	Lessor Remedies.....	18
(b)	Lessor Termination Rights.....	19
(c)	Lessor Step-in Rights.....	19
(d)	Other Lessor Remedies	19
(e)	Lessee Remedies	19
(f)	Limitation on Liability.....	20
(g)	Cross-Default.....	20
Section 15.	Reporting; Meetings.....	20
(a)	Monthly Reporting and Quarterly Meetings.....	20
(b)	Adverse Notices.....	21
Section 16.	Further Assurances.....	21
Section 17.	Notices	21
Section 18.	Termination; Force Majeure.....	22
(a)	Adverse Order; Change in Law	22
(b)	Force Majeure	23

Section 19.	Miscellaneous; Governing Law.....	24
Section 20.	WAIVER OF JURY TRIAL.....	25
Section 21.	Complete Lease.....	25

LEASE AGREEMENT

This Lease Agreement (this "**Lease**"), dated as of [____], 2021 (the "**Effective Date**") is between **PEOPLES GAS SYSTEM**, a division of Tampa Electric Company, as lessor ("**Lessor**") and **BRIGHTMARK SOBEK RNG LLC**, a Delaware limited liability company ("**Lessee**" and together with Lessor, each a "**Party**" and collectively, the "**Parties**").

W I T N E S S E T H:

WHEREAS, Lessor is a public utility regulated by the Florida Public Service Commission (the "**Commission**") and has a Tariff providing for the provision of RNG Service on file with and approved by the Commission;

WHEREAS, Lessee entered into (1) an Amended and Restated Ground Lease with Barn 4, LLC, a Delaware limited liability company ("**Ground Lessor 1**"), dated September 25, 2020 ("**Ground Lease 1**"), (2) an Amended and Restated Ground Lease with East End Properties, LLC, a Florida limited liability company ("**Ground Lessor 2**"), dated September 25, 2020 ("**Ground Lease 2**"), and (3) an Amended and Restated Ground Lease with Barn 3, LLC, a Florida limited liability company ("**Ground Lessor 3**", and collectively with Ground Lessor 1 and Ground Lessor 2, "**Ground Lessors**", and, each individually, a "**Ground Lessor**"), dated September 25, 2020 ("**Ground Lease 3**" and together with Ground Lease 1 and Ground Lease 2, collectively, the "**Ground Leases**" and, each individually, a "**Ground Lease**") whereby Lessee has the right to (i) occupy and use certain real property located in Okeechobee County, Florida, more particularly described therein, and all easements and appurtenances thereto (collectively, the "**Land**") and (ii) develop, construct, install, operate, repair, maintain, dismantle, and remove the Facility on the Land;

WHEREAS, Lessee entered into (1) an Amended and Restated Manure Supply Agreement with J.M. Larson, Inc. ("**J.M. Larson**"), dated September 25, 2020 ("**MSA 1**"), and (2) an Amended and Restated Manure Supply Agreement with Larson Dairy, Inc. (collectively with J.M. Larson, "**Larson Dairy**"), dated September 25, 2020 ("**MSA 2**" and together with MSA 1, collectively, the "**MSAs**" and, each individually, an "**MSA**") whereby J.M. Larson and Larson Dairy, Inc. are each obligated to supply Lessee with all of the manure produced at certain farms located in Okeechobee, Florida;

WHEREAS, pursuant to a Purchase Agreement between Lessor and Lessee, dated as of September [____], 2021 (the "**Purchase Agreement**"), Lessee has agreed to sublease to Lessor Lessee's leasehold interest in the Land, pursuant to a Sublease to be executed simultaneously herewith (the "**Sublease**"), and Lessee has agreed to sell to Lessor and Lessor has agreed to purchase from Lessee the Facility as it is constructed by Lessee on the Land; and

WHEREAS, Lessor has entered into an Option to Lease Agreement ("**Option to Lease**") with each Ground Lessor, pursuant to which Lessor has an option to enter into a new ground lease with such Ground Lessor if the applicable Ground Lease terminates;

WHEREAS, on the Effective Date, Lessee and Lessor are entering into a Warranty Assignment Agreement (the "**Warranty Assignment Agreement**"), pursuant to which Lessor will assign to Lessee the Warranties (as defined herein);

WHEREAS, Brightmark RNG Holdings, LLC, a Delaware limited liability company (“**Guarantor**”) has furnished a Guaranty of Lessee’s obligations under the Purchase Agreement and this Lease (the “**Guaranty**”);

WHEREAS, Lessor and Lessee desire to enter into this Lease, pursuant to which Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the real property leased to Lessee pursuant to the Ground Leases, and the Facility (collectively, the “**Premises**”).

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in **Appendix A** hereto for all purposes of this Lease.

Section 2. Agreement.

(a) **Lease.** Lessor hereby agrees, subject to the satisfaction or waiver of the conditions precedent specified in Section 4 of this Lease, to lease to Lessee hereunder, and Lessee hereby agrees, subject to the foregoing, to lease from Lessor hereunder, the Premises, for the Term and in accordance with the provisions contained in this Lease and in the Ground Leases. Lessor hereby grants to Lessee, for the duration of the Term, all of the rights and privileges granted Lessor under the Sublease, and Lessee shall assume, observe and perform all of the obligations of Lessor thereunder, and shall pay and perform all obligations of the lessee under the Ground Leases, including the payment of rent and other amounts payable by the tenant thereunder. Lessor hereby agrees that it shall not take any action or fail to take any action that would cause Lessee to be in default under the Ground Leases or Sublease, except that Lessor shall not be responsible for performance of affirmative obligations or observance of covenants that are Lessee’s obligation under this Lease.

(b) **Title.** Lessee acknowledges and agrees that at all times during the Term title to the Facility shall remain vested in Lessor.

(c) **Deposit.** Lessee agrees to establish, fund, and maintain a deposit, for the benefit of Lessor, in accordance with the following provisions (the “**Deposit**”):

(i) The Deposit shall be established in an amount [REDACTED] (the “**Deposit Amount**”).

(ii) The Deposit shall be established and maintained in the form of one or more of the following: (A) a cash deposit in the Deposit Amount (“**Cash Deposit**”) with Lessor, (B) the Guaranty; or (C) an irrevocable Letter of Credit in the amount of the Deposit Amount.

(iii) Upon the occurrence of a Lessee Event of Default set forth in Section 13(a)(ii), the following terms shall apply:

A. If the Deposit maintained hereunder at such time is in the form of a Cash Deposit or a Letter of Credit, Lessor may draw on such Deposit to cure such default with respect to the payment of any amount due and payable in accordance with this Lease. In such event, Lessee shall, within ten days following Lessor’s notice, deposit with Lessor

additional cash or a Letter of Credit in an amount sufficient to restore the amount of the Deposit to the full Deposit Amount. Lessor shall not, unless required by any law, pay interest to Lessee on the Deposit.

B. If the Deposit maintained hereunder at such time is the Guaranty, Lessor may, after providing Lessee a Notice of Default setting forth Lessee's intent to draw on the Deposit and an additional fifteen (15) business days following receipt of such notice to cure such default, make a demand on the Guarantor to cure such default with respect to the payment of any amount due and payable from Lessee to Lessor in accordance with this Lease.

C. If the Deposit is in the form of a Cash Deposit or a Letter of Credit and the Event of Default is solely a failure to pay a monetary amount, Lessor shall be required to exhaust its remedies against such Deposit for the cure of such nonpayment before having any recourse against Lessee, Guarantor or any other security held by Lessor, or before exercising any other right or remedy hereunder or at law or equity, for the cure of such nonpayment.

(iv) Requirements of the Letter of Credit.

a. If Lessee has furnished a Letter of Credit for the Deposit, and if the Letter of Credit expires or the bank issuing the Letter of Credit shall notify Lessor that the term of the Letter of Credit will not be renewed, Lessee shall, no fewer than 30 days prior to the expiration date of the Letter of Credit, replace the Letter of Credit with a new Letter of Credit having an initial expiration date at least one year from the date of the new Letter of Credit. Otherwise, Lessor may draw the full amount of the Letter of Credit and hold the cash as the Deposit.

b. If, for any reason, other than Lessor's failure to comply with the requirements of the Letter of Credit, the bank issuing the Letter of Credit shall fail or refuse to honor any demand, Lessee shall within thirty days following Lessor's notice to Lessee of such failure or refusal, at Lessor's option, either: (i) deposit with Lessor the Deposit in cash; or (ii) replace the Letter of Credit with a new Letter of Credit (having an initial expiration date at least one year from the date of the new Letter of Credit).

c. If Lessor shall transfer its interest in the Premises, Lessee shall, at the request of the transferor or transferee, replace or amend the Letter of Credit within thirty days following such request, so that the transferee is named as the beneficiary. Any transfer fee or charge imposed by the bank issuing the Letter of Credit shall be reimbursed to Lessor (or, at Lessor's option, paid) by Lessee within thirty days following Lessor's request.

(v) Upon the termination of this Lease, if there is then no uncured Lessee Event of Default, any portion of the Deposit that shall remain undrawn by the Lessor under sub clause (iii) above, shall be returned to the Lessee in the form such portion of the Deposit was established under sub clause (ii) above promptly after Lessee's vacating of the Premises in accordance with this Lease.

(vi) Lessor shall have the right to file a protective financing statement in the Uniform Commercial Code records of Delaware and Florida.

(vii) Lessee may at any time, or from time to time, replace the form of the Deposit in the amount of the portion of the Deposit Amount undrawn by Lessor at such time with a Deposit in one or more other forms set forth in clauses (A) - (C) of Section 2(c)(iii). Promptly following such replacement, such portion of the Deposit undrawn by the Lessor shall be returned to the Lessee in the form such portion of the Deposit was previously established.

Section 3. Term and Monthly Service Charge.

(a) Term. The term of this Lease shall commence on the Effective Date and continue for a period of fifteen (15) years from the Commercial Operation Date (as defined in the MSAs) (the "**Term**"), unless terminated earlier in accordance with the terms hereof. Upon expiration of the Term, and provided no Lessee Event of Default has occurred and is continuing, Lessee shall have the obligation to purchase the Facility for \$1 and shall be responsible for any and all costs related to dismantling, decommissioning, and removing the Facility from the Land, to the extent required by the Ground Leases.

(b) Rent and Other Charges. Lessee agrees to pay to Lessor the Monthly Services Charge, as set forth in **Exhibit A** hereto, for the lease and use of the Facility, together with all sales or use taxes on rents payable in connection therewith. **Exhibit A** may be amended at any time during the term of this Lease upon the mutual execution of an amendment in writing to this Lease by the Lessor and Lessee. This Lease is an absolute net lease. Lessee shall pay as additional rent to the service provider or Ground Lessor, as applicable, all expenses of every kind and nature whatsoever relating to or arising from the Premises or this Lease, including real and personal property taxes and assessments, sales or use taxes on rents, documentary stamp taxes, intangible personal property taxes, utility charges, license and permit fees, and similar charges, and all expenses arising from the operation, management, construction, maintenance, repair or use and occupancy of the Premises, except as otherwise expressly provided in this Lease. All amounts payable by Lessee under the Purchase Agreement after the Effective Date, if any, shall be an obligation of Lessee under this Lease and shall constitute additional rent payable hereunder (without duplication of amounts paid under the Purchase Agreement).

(c) Manner of Payment. The Monthly Services Charge and other sums payable hereunder (collectively, "**Rent**") shall be paid in advance on the first day of each month after the Effective Date (each such date, a "**Due Date**") in United States dollars and in immediately available funds pursuant to wire instructions provided to Lessee. Lessor will provide Lessee with an invoice for any charges other than the Monthly Services Charge and Lessee shall pay such invoices on the next Due Date, or if such invoice is not provided at least ten days prior to a Due Date, then on the next succeeding Due Date. Rent for any portion of a month shall be prorated and paid in advance. Whenever a Due Date shall fall on a date which is not a business day, the Due Date for the applicable payment period shall be deemed to be the immediately succeeding business day, and no late payment charges for such payment period shall be imposed prior to such succeeding business day. If any installment of Rent is not received by Lessor within ten days of the applicable Due Date, Lessee shall pay to Lessor, as additional rent (i) a late charge equal to [REDACTED] of the overdue amount in order to defray the expenses incident to handling such delinquent payments, and (ii) late payment charges on a monthly basis at a rate of [REDACTED] of the unpaid amount, commencing on the first Day after the Due Date and continuing until paid. If an invoice remains unpaid for a period of ten (10) business days past the Due Date, after providing notice to Lessee and in addition to other remedies available, Lessor may, at its option, do one or more of the following: (i) [REDACTED]

██████████ or (ii) ██████████
██████████

(d) Collateral. Lessee hereby pledges and grants to Lessor a security interest (subject to no other liens except Permitted Liens) in, and collaterally assigns to Lessor, all of Lessee's right, title and interest in, to and under the MSAs (including the right to receive the "**Termination Fee**", as defined therein, payable by the applicable feedstock supplier upon its exercise of an option to terminate the MSA), the construction contracts for the construction and installation of the Facility, including without limitation warranty claims thereunder (the "**Construction Contracts**"), the Permits, the Plans (as defined in the Purchase Agreement), and all other tangible and intangible property and agreements necessary for the operation of the Facility as contemplated under this Lease (collectively, the "**Collateral**"), except for any "Excluded Property", as hereinafter defined. Lessee authorizes Lessor to file a Uniform Commercial Code financing statement in the States of Delaware and Florida to perfect such security interest, provided that any description contained in such financing statement shall not be deemed to modify the description of Collateral set forth herein. Upon an Event of Default under this Lease by Lessee, if the Guarantor fails to cure the default within the cure periods specified in Section 13(a) below and if Lessee fails to otherwise comply with the requirements of Section 14(a) below, Lessor shall have, and in its discretion may exercise, all the rights, remedies, powers and privileges with respect to the Collateral of an assignee, or of a secured party under the Uniform Commercial Code, including the right to exercise all voting, consensual and other powers of ownership pertaining thereto as if Lessor were the sole and absolute owner. For the avoidance of doubt, the purpose of the security interest granted herein is to allow the Lessee to foreclose upon the Collateral, enforce its rights with respect to the Collateral under the Florida Uniform Commercial Code, and exercise its remedies under Section 14(b) below following the failure of the Lessee to comply with the requirements of Section 14(a) below. Lessor acknowledges that Lessor is only entitled to exercise rights to foreclose upon the Collateral or enforce its rights with respect to the Collateral under the Florida Uniform Commercial Code after (x) a breach of this Lease by Lessee, (y) termination of this Lease by Lessor and (z) failure of the Lessee to comply with the requirements of Section 14(a) below, and until such events occur, Lessee retains ownership and control of the Collateral, subject to the other provisions of this Lease. Such rights shall survive the termination of this Lease. The term "**Excluded Property**" as used herein shall mean any lease, license, contract, property rights, permit, governmental authorization or agreement to which the Lessee is a party, applicant, holder or beneficiary (or to any of its rights or interests thereunder) (collectively, the "**Rights**") to the extent an assignment may be given or security interest may be granted only if a consent of a Governmental Authority is required to be obtained and is not so obtained or if the assignment or grant of such security interest would constitute or result in any of the following: (1) the abandonment, invalidation or unenforceability of any right, title or interest of the Lessee therein, (2) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective by Section 9-406, 9-407, 9-408, 9-409 of the Uniform Commercial Code as in effect in the relevant jurisdiction) or (3) a violation of applicable law. To Lessee's knowledge the, Excluded Property does not include any Rights necessary for Lessor to operate the Facility for its intended use. Lessee shall obtain the consent of all contractors under all Major Construction Contractors to the foregoing collateral assignment of the Construction Contracts to Lessor. For purposes of this Lease a "Major Construction Contract" is a construction contract entered into with respect to the Facility where the contract sum is or will likely be in excess of \$500,000.

Section 4. Environmental Attributes. During the term of this Lease, so long as Lessee is operating the Facility, Lessee shall be entitled to all Environmental Attributes associated with the Facility, Biogas and RNG, and all Incentives. Lessor shall provide reasonable assistance to fulfill any requirements related to the Environmental Attributes or Incentives.

Section 5. Lessor Covenants.

(a) Facility Use. For so long as this Lease is in effect, Lessor shall own and provide the Facility for operation and maintenance by Lessee for the purpose of converting Lessee's Biogas to the RNG Specifications in accordance with the terms of this Lease and the Other Agreements.

(b) Lessor Representative. Lessor shall designate a representative, who shall act as a single point of contact for Lessor ("**Lessor Representative**"). The Lessor Representative or designee shall be available during reasonable business hours and shall provide or facilitate all access to the Facility as necessary for Lessee to perform O&M Services. Actions taken by Lessor Representative with respect to day-to-day and/or administrative decisions shall be deemed the acts of Lessor. Lessor may at any time, upon written notice to Lessee, change the Lessor Representative.

(c) Tax Benefits. Notwithstanding anything in this Lease to the contrary, Lessor agrees that it will not claim or purport to be the owner of the Facility for federal income tax purposes on any tax return or otherwise and will not claim any depreciation deductions related to the Facility, which shall belong to Lessee, as the tax owner of the Facility.

Section 6. Lessee Covenants.

(a) Regulatory. Lessee, itself or through an approved entity acting on behalf of the Lessee, shall:

(i) meet all licensing, regulatory, permitting and other requirements to operate and maintain the Facility, including any necessary operating permits and the payment of any related fees or other charges;

(ii) during the Term, obtain RNG Service from Lessor pursuant to the Tariff and the Renewable Natural Gas Service Agreement;

(iii) in compliance with the Requirements, use commercially reasonable effort to continuously operate the Facility (other than outages for maintenance not to exceed sixty (60) consecutive days, outages that Lessee is working in good faith to cure, Force Majeure events) and perform all functions to properly use, maintain and protect the Facility not expressly designated herein as Lessor's responsibility and in accordance with Prudent Industry Practices; and

(iv) comply with all Requirements and other applicable laws (clauses (i) through (iv) of this Section 6(a) referred to herein as the "**Lessee Responsibilities**").

(b) Assistance. Lessee shall provide and shall use commercially reasonable efforts to cause Larson Dairy and Ground Lessors to provide promptly at no additional cost, assistance and all requested information needed to enable Lessee or Lessor to apply for and obtain all necessary Permits. Lessee shall comply and shall use commercially reasonable efforts

to cause Larson Dairy and Ground Lessors to comply in all respects with all laws and Permits relating to the Land, and the performance of the RNG Service and the O&M Services, and expeditiously acquire any additional permits related to the use of the Premises that are necessary for Lessee to use Land for the purpose of operating and maintaining the Facility.

(c) Lessee Representative. Lessee shall designate a representative who shall act as a single point of contact for Lessee ("**Lessee Representative**"). The Lessee Representative or designee shall be available during all business hours and shall provide or facilitate all access and scheduling of O&M Services as necessary. Actions taken by Lessee Representative with respect to day-to-day and/or administrative decisions shall be deemed the acts of Lessee. Lessee may at any time, upon written notice to Lessor, change the Lessee Representative.

(d) Gas Specifications. From and after the Effective Date, Lessee shall use commercially reasonable efforts to continuously during the entire Term operate the Facility, except during any event of Force Majeure, outages that Lessee is working in good faith to cure, or outages for maintenance not to exceed sixty (60) consecutive days, so that the Facility produces RNG meeting the specifications set forth in the Renewable Natural Gas Service Agreement and shall notify Lessor if the RNG does not meet such RNG Specifications. Lessee shall be responsible for ensuring gas meets the definition of RNG prior to injection into Lessor's distribution system (i.e., Biogas shall not be injected unless it has been treated and meets the RNG Specifications in the Renewable Natural Gas Services Agreement). Lessor shall not be responsible for operating or maintaining the Facility or for ensuring that Biogas treated by the Facility meets the RNG Specifications in the Renewable Natural Gas Service Agreement.

(e) Insurance. Lessee agrees to obtain and maintain at Lessee's sole cost and expense the following types and amounts of insurance coverage consistent with the following requirements for the entire Term to insure against any and all liabilities, claims, losses, damages or expenses resulting from Lessee's operation and/or maintenance of the Facility and Lessee's responsibilities under the Tariff and this Lease:

(i) Coverage against loss or damage to the Facility by fire, windstorm, flood, earthquake, and such other, further and additional risks as now are or hereafter may be embraced by the ISO special form and builder's risk extended coverage form or endorsements. The policy shall have commercially reasonable deductibles given the nature and operations of the Facility and risks insured under such policy. The policy limit shall in each case be in amounts equal to the full replacement cost of the Facility from time to time, and coverage as required under the Ground Leases, subject to industry standard sublimits of coverage. The full replacement cost shall be redetermined from time to time at the request of Lessor. The proceeds from any such insurance shall be used by Lessee solely for the replacement of property and the restoration of the Facility.

(ii) In accordance with the laws of Florida, Lessee shall maintain in force workers' compensation insurance for all of its employees. Lessee shall also maintain employers' liability coverage in an amount of not less than [REDACTED] per accident and per employee for disease. In lieu of such insurance, Lessee may maintain a self-insurance program meeting the requirements of Florida along with the required employers' liability insurance. Such insurance shall contain a waiver of subrogation in favor of Lessor;

(iii) Lessee shall maintain an automobile liability policy or policies insuring against liability for damages because of bodily injury, death, or damage to property, (including loss of use thereof), and occurring in any way related to the use by or on behalf of Lessee, including loading or unloading of any of Lessee's automobiles (including owned, non-owned, leased, rented and/or hired vehicles). Such coverage shall be in an amount of [REDACTED] combined single limit;

(iv) Lessee shall carry and maintain on an "occurrence" form commercial general liability policy or policies (including umbrella and excess liability policies), insuring against liability arising from bodily injury, death, property damage, personal and advertising injury, products/completed operations liability, premises and operations, contractual liability covering all obligations assumed by Lessee in this Lease and all operations of Lessee on the Premises which policy shall contain a waiver of subrogation in favor of Lessor. There shall be no explosion, collapse or underground exclusion. Such coverage shall be in an amount of not less than [REDACTED] combined single limit and in the annual aggregate. The coverage limits may be satisfied with any combination of primary and excess limits;

(v) To the extent not included in (iv) above, Lessee shall maintain pollution liability insurance as a separate policy in an amount not less than [REDACTED] combined single limit and in the annual aggregate;

(vi) On or before the Effective Date, and thereafter during the Term, Lessee shall provide Lessor with original, current certificates of insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies required under this Section 6(e). Lessor shall not commence RNG Service until Lessee has obtained all insurance required by this Section 6(e) and has provided acceptable certificates of insurance to Lessor for review and approval. No insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to Lessor. Lessee shall provide Lessor with renewal certificates of insurance or binders at least 20 calendar days prior to such expiration. Insurance shall be maintained without lapse in coverage during the term of this Lease;

(vii) The required policies and any of Lessee's policies providing coverage in excess of the required policies shall provide that the coverage is primary for all purposes and Lessee shall not seek any contribution from any insurance or self-insurance maintained by Lessor. [REDACTED]

[REDACTED] Lessee shall be solely responsible for any deductible or self-insured retention on insurance required under this Lease. Lessor shall be named as additional insured in all of the foregoing policies (except for any workers' compensation policy), including the policies of any subcontractor or agent, with respect to liability arising out of this Lease. Such insurance shall be primary coverage afforded the additional insured and shall contain a cross-liability or severability of interest clause. Lessee hereby waives and shall cause its subcontractors and suppliers and their insurers to waive all rights of subrogation against Lessor in the event of any covered loss under the policies described above or under any policy maintained by Lessee.

(viii) Each of the required policies shall contain a waiver of subrogation endorsement, in form and substance reasonably satisfactory to Lessor;

(ix) Lessor, its parent company, and its subsidiaries, affiliates, contractors and their respective officers, directors, employees, successors and assigns shall be named as additional insureds for policies listed above, except for workers' compensation. Commercial general liability insurance shall provide a severability of interest or cross-liability clause. Lessee shall not violate nor knowingly permit to be violated any condition of the policies required under this Section; and

(x) If Lessee fails to procure the insurance required to be procured by Lessee under this Lease, or fails to pay any premium of insurance, taxes, or any other sum in this Lease required to be paid by Lessee (other than Rent), Lessor may, after ten days notice thereof to Lessee, at Lessor's option, procure on behalf of Lessee any such insurance, and pay on behalf of Lessee any such payment or payments as may be necessary. Any sum(s) so paid or expended by Lessor on behalf of Lessee shall immediately be reimbursed and paid by Lessee to Lessor, as additional rent, within ten days after demand by Lessor.

(f) Lessee Obligations. Lessee shall observe and perform all of the obligations (i) of the tenant under the Ground Leases, including the payment of rent and other amounts payable by the tenant thereunder, (ii) of the owner under the MSA, and (iii) under all other contracts, restrictions, covenants and side letters pertaining to the Premises and the construction, operation, maintenance, use and repair thereof.

(g) Lease Requirements. Subject to all Requirements and this Lease, Lessee shall use the Land only for the purpose of developing, constructing, operating and managing the Facility to gather and condition biogas or renewable natural gas that will be injected into Lessor's natural gas pipeline system pursuant to a Renewable Natural Gas Service Agreement of even date herewith.

(h) Lien Releases. Lessee shall not create or permit to be created or to remain, and shall promptly discharge of record (which may be done by posting a bond in accordance with applicable Florida statutes) after receiving notice thereof, any lien, encumbrance or charge levied on account of any construction, mechanic's, laborer's, or materialman's lien which constitutes a lien, encumbrance or charge upon the Premises, or any part thereof, except for Permitted Liens. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to the filing of any lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof.

(i) Maintenance of Premises. Lessee shall, at all times during the Term of this Lease, at Lessee's sole cost and expense, keep and maintain the Premises (other than during an event of Force Majeure, casualty events, outages that Lessee is working in good faith to cure, or outages for maintenance not to exceed sixty (60) consecutive days), and appurtenances and every part thereof that may exist on, in, or be made a part of the Premises, in good order and condition, ordinary wear and tear and casualty loss and condemnation excepted, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. If Lessee fails to keep and maintain the Premises as required by this Lease within thirty (30) days after written notice from Lessor, unless such

failure cannot reasonably be cured within such thirty (30)-day period and Lessee is proceeding with reasonable diligence and good faith to cure such failure, Lessor may (but shall not be required to) perform and satisfy same, and Lessee hereby agrees to reimburse Lessor, as additional rent, for the reasonable cost thereof within thirty (30) days after demand. To the extent the reimbursement obligation in the preceding sentence exists at the time this Lease is terminated or expires, such obligation shall survive the expiration or earlier termination of this Lease. During the Term of this Lease, Lessee shall not permit any waste of the Premises or permit any nuisance to exist on the Premises.

(j) Compliance with Applicable Law. Lessee shall at Lessee's sole cost and expense, comply promptly with all "**Applicable Law**", which term is used in this Lease to include all applicable statutes, ordinances, rules, regulations, laws (including, but not limited to, the Americans with Disabilities Act), orders, restrictions of record, if any, and Requirements now or hereinafter in effect during the Term, or any part thereof, regulating the use or occupancy by Lessee of the Premises, or relating in any manner to the environmental conditions in, under or about the Premises, and shall make all improvements or alterations to the Premises, subject to the other provisions of this Lease, required in order to comply with Applicable Law. Lessee shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report, received in writing by Lessee from a Governmental Authority or any other person or entity, pertaining to or involving failure by Lessee or the Premises to comply with any Applicable Law. In the event of a conflict between this Section 6 and Section 9, Section 9 shall control.

Section 7. Representations and Warranties.

(a) Lessor. Lessor represents, and warrants to Lessee that:

(i) Lessor is a division of Tampa Electric Company, a corporation, duly organized, validly existing, and in good standing under the laws of Florida, and has full power and authority to execute, deliver and perform its obligations hereunder and to engage in the business it presently conducts.

(ii) This Lease has been duly authorized, executed, and delivered by or on behalf of Lessor and is, upon execution and delivery, the legal, valid, and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, except as such enforceability may be limited by Regulatory Requirements, applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles.

(iii) The execution, delivery and performance by Lessor of this Lease will not conflict with or cause any default under: (a) its organizational documents; (b) any indenture, mortgage, chattel mortgage, deed of trust, lease, conditional sales agreement, loan or credit arrangement or other agreement or instrument to which Lessor is a party or by which it or its properties may be bound or affected; or (c) any applicable laws; and will not subject the Facility or any component part thereof or the Land or any portion thereof to any lien other than as contemplated or permitted by this Lease.

(iv) No authorization, approval, exemption, or consent by any Governmental Authority is required in connection with the execution, delivery, and performance of this Lease by Lessor.

(b) Lessee. Lessee represents, and warrants to Lessee that:

(i) Lessee is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware, is qualified to do business in the State of Florida, and has full power and authority to execute, deliver and perform its obligations hereunder and to engage in the business Lessee presently conducts and intends, as of the Effective Date, to conduct at the Facility.

(ii) Lessee has all the required authority, ability, skills, experience and capacity necessary to diligently operate the Facility and diligently perform the O&M Services in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with Prudent Industry Practices.

(iii) This Lease has been duly authorized, executed, and delivered by or on behalf of Lessee and is, upon execution and delivery, the legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles.

(iv) The execution, delivery and performance by Lessee of this Lease will not conflict with or cause any default under: (a) its organizational documents; (b) any indenture, mortgage, chattel mortgage, deed of trust, lease, conditional sales agreement, loan or credit arrangement or other agreement or instrument to which Lessee is a party or by which it or its properties may be bound or affected; or (c) any applicable laws; and will not subject the Facility or any component part thereof or the Land or any portion thereof to any lien other than as contemplated or permitted by this Lease.

(v) No authorization, approval, exemption, or consent by any Governmental Authority is required in connection with the execution, delivery, and performance of this Lease by Lessee.

(vi) Lessee has, or reasonably expects to have before required by applicable code or law, and shall maintain at all times all Lessee Acquired Permits and other authorizations required for it to operate and maintain the Facility. Further, Lessee shall at all times comply with the requirements of the Permits.

Section 8. Lessor's Disclaimer of Warranties; Facility Warranties.

(a) Disclaimer of Warranties. The Facility is provided to Lessee "AS-IS" and Lessor makes no representations or warranties, express or implied, either in fact or by operation of law, by statute or otherwise, under this Lease and/or related to the Facility. Lessor specifically disclaims all warranties related to the Facility, whether written or oral, or express or implied, including, but not limited to, (i) any warranty of quality, condition, fitness for a particular purpose or use, non-infringement, and/or merchantability; (ii) any warranty that the Facility is free from defects; (iii) any warranty that the Facility will accomplish Lessee's intended results; and (iv) any warranty that the Facility is safe for any purpose including Lessee's intended use. The entire risk as to the quality of the RNG produced and the performance of the Facility shall be borne by Lessee.

(b) Warranty Assignment Agreement. On the Effective Date, the Lessee and Lessor shall enter into the Warranty Assignment Agreement in the form attached hereto as Exhibit E.

(c) Manufacturers' and Subcontractors' Warranties. None of the provisions of this Section 8 or any other provision of this Lease shall be deemed to amend, modify or otherwise affect the representations, warranties or other obligations (express or implied) of any dealer, manufacturer or any subcontractor or supplier of any manufacturer with respect to the Facility or any equipment forming a part of or installed on or attached to the Facility (collectively, the "**Facility Warranties**"), or to release any such manufacturer or any such subcontractor or supplier from any Warranty or Warranty obligation. Until the exercise by Lessor of its remedies under Section 14(b)-(c) below, Lessee shall have the benefit of and shall be entitled to enforce for the use and benefit of Lessee during the relevant Term, any and all Warranties or other benefits, if any, available to Lessor in respect of the Facility or any equipment forming a part of or installed on or attached to the Facility; provided, that Lessor shall not be entitled to modify, amend or otherwise alter any of the foregoing without the prior written consent of the Lessee, and Lessor agrees, at Lessee's expense, to do, execute and deliver such further acts, deeds, matters or things as may be reasonably requested by Lessee to enable Lessee to obtain customary warranty service furnished for the Facility or any equipment forming a part of or installed on or attached to the Facility by any Warranty provider or any supplier as aforesaid or to exercise any other rights in relation to any of the foregoing benefits, and any moneys recovered from such enforcement shall be promptly paid to, and retained by, Lessee.

Section 9. Facility Improvements; Hazardous Substances.

(a) Improvements. At any time during the Term, either Party may propose a modification to the Facility or a replacement of equipment incorporated into the Facility (a "**Facility Change**"), which will increase the production of RNG, decrease project risk (including safety risk) or decrease the operating cost of the Facility. The Party proposing the Facility Change shall provide supporting documentation for the proposed Facility Change to the other Party, which shall include: (a) the estimated cost of the Facility Change; (b) the schedule for completing any necessary engineering, procuring equipment, and constructing the Facility Change; (c) the duration of any outage necessary to construct and test the Facility Change; (d) a description, financial analysis, and explanation of the benefits to Lessor and Lessee of completing the Facility Change; and (e) the Party's proposal for funding the Facility Change. The Parties shall meet to review the proposing Party's submittal within thirty (30) days of delivery of the submittal. No Facility Change shall be implemented, no change to the Monthly Service Charge, and no use of project cash flow shall be made without the agreement to the submittal, or modifications made to the submittal, by both Parties in writing and without obtaining any required consent of any Ground Lessor under any Ground Lease.

(b) Hazardous Substances.

(i) "**Hazardous Substances**" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law or other applicable federal, state or local laws and the regulations promulgated thereunder as (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42

U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "**Hazardous Substances**" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

(ii) Lessee shall operate the Facility consistent with Prudent Industry Practice, and in compliance with all applicable contracts, agreements and all Requirements, including environmental laws and all applicable laws, rules and regulations of every other Governmental Authority from time to time constituted to regulate the development and operation of its business.

(iii) Lessee hereby warrants and represents to Lessor as of the Effective Date that: (1) except for Hazardous Substances in amounts and concentrations typical for a dairy farm, to Lessee's knowledge and except as included in environmental reports and analyses received by Lessor, the Land does not now contain any Hazardous Substances and that, to the best of Lessee's knowledge, Lessee, Larson Dairy, Ground Lessors, and their respective predecessors, agents or employees have not caused or permitted any such Hazardous Substances to be released, discharged or deposited to the soil or groundwater onto or in the vicinity of the Land; (2) to the best of Lessee's knowledge and except as included in environmental reports and analyses received by Lessor: (i) Lessee, Larson Dairy, Ground Lessors and the Land are not subject to any existing, pending or threatened investigation by any Governmental Authority under any applicable federal, state or local law, regulation or ordinance pertaining to soil, groundwater, air and water quality, the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances, air emissions and other environmental matters (collectively, "**Environmental Laws**"); (ii) any handling, transportation, storage, treatment or use of Hazardous Substances that has occurred on the Land to date has been in compliance with all Environmental Laws; and (iii) the Land, the soil, groundwater, air and water are free of the deposit of Hazardous Substances during the time Larson Dairy and/or Ground Lessors have owned the Land, except in compliance with Environmental Laws. "Best of Lessee's knowledge" is actual knowledge of Lessee's managerial level employees and information acquired through any source including but not limited to environmental reports and analyses, all as it relates to environmental matters.

(iv) Lessee shall be responsible at its expense for conducting any clean-up, repair or other work in response to any release of Hazardous Substances first occurring after the commencement date of the Ground Leases ("**Remedial Work**") on or

about the Land, except to the extent the Hazardous Substances were released by Lessor or a person for whom Lessor is responsible, including its agents, employees, or contractors performing work on Lessor's behalf on the Land or the Facility. Lessee shall exercise commercially reasonable efforts to cause Ground Lessors to perform their obligations under the Ground Leases with respect to any Hazardous Substances on or about the Land not released by Lessee or Lessor. Lessor shall be responsible at its expense for conducting any Remedial Work to the extent the Hazardous Substances were released by Lessor or a person for whom Lessor is responsible, including its agents, employees, or contractors performing work on Lessor's behalf on the Land or Facility, which for purposes of this Section 9(b)(iv) do not include Lessee, Larson Dairy or the Ground Lessors under the Ground Leases.

(v)

[REDACTED]

(vi) The responsible Party shall perform and complete all Remedial Work in accordance with all applicable laws, regulations, guidelines and standards in order to obtain a "No Further Action" determination from the applicable agency, to the extent such determination is necessary. The responsible Party shall provide fifteen (15) calendar days' advance written notice to the other Party of any Remedial Work to be performed on the Land or the Facility ("**Work Notice**"), except in the event of an emergency in which case the responsible Party shall proceed without a Work Notice to abate the release and shall provide the other Party with a Work Notice as soon thereafter as practicable. Said Work Notice shall describe the anticipated start and completion dates of Remedial Work, the work to be performed including the cleanup action plan, and the identity of the proposed contractor. The non-responsible Party shall respond in writing to the Work Notice within fifteen (15) calendar days of receipt. The non-responsible Party's failure to respond within such fifteen (15) calendar day period shall be deemed approval of the Work Notice but only in the event that the responsible Party has obtained written proof that the Work Notice was actually received by the non-responsible Party. Unless otherwise agreed to by the non-responsible Party, the responsible Party shall be responsible for restoring the Facility to substantially the condition it was in prior to the commencement of the Remedial Work. The responsible Party shall timely provide the non-responsible Party with all monitoring, status, or other reports submitted in furtherance of obtaining a "No Further Action" determination, to the extent such determination is necessary. The responsible Party shall conduct any such Remedial Work not located at the Land pursuant to a commercially reasonable license agreement. Such obligation shall survive the expiration or earlier termination of this Lease for any release by the Responsible Party that occurred prior to the expiration or earlier termination of this Lease.

(c) Damage and Destruction. If all or any part of the Facility shall be destroyed or damaged in whole or in part by fire or other casualty (including any casualty for which insurance was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Lessee shall give Lessor notice thereof within 30 days after such casualty occurs. Lessee shall, whether or not such damage or destruction shall have been insured, and whether or not insurance proceeds, if any, shall be sufficient for the purpose of such restoration, with reasonable diligence repair, alter, restore, replace and rebuild the Facility or portion thereof so damaged or destroyed (collectively, "**Restore**") the same, at least to the extent of the value and as nearly as possible to the condition, quality and function of the Facility existing immediately prior to such occurrence. Lessee shall not be entitled to any abatement of Monthly Service Charges or other amounts payable under this Lease as a result of any such casualty. Lessor in no event shall be obligated to Restore the Facility or any portion thereof or to pay any of the costs or expenses thereof. If Lessee shall fail or neglect to Restore with reasonable diligence the Facility or the portion thereof so damaged or destroyed, or having so commenced such Restoration, shall fail to complete the same with reasonable diligence in accordance with the terms of this Lease, and in either case such failure or neglect continues for 30 days after notice from Lessor, or if prior to the completion of any such Restoration by Lessee, this Lease shall expire or be terminated for any reason, Lessor, upon notice to Lessee, may, but shall not be required to, complete such Restoration at Lessee's expense. Each such Restoration shall be done in accordance with the provisions of this Lease. In any case where this Lease shall expire or be terminated prior to the completion of Restoration, Lessee shall account to Lessor for all amounts spent in connection with any Restoration which was undertaken and shall pay over to Lessor, within 30 business days after demand, the remainder, if any, of the Restoration funds previously received by it in respect of work required, in Lessor's reasonable judgment, to complete the Restoration. Lessee's obligations under this Section 9(c) shall survive the expiration or earlier termination of this Lease.

(d) Condemnation. If there is any taking of, or damage to, all or any material part of the Premises, or any interest therein because of the exercise of the power of eminent domain or inverse condemnation, whether by condemnation proceedings, or otherwise, or any transfer of any part thereof or any interest herein made in avoidance thereof (all of the foregoing being hereinafter referred to as a "**Taking**", or if the context so requires, "**Taken**") during the Term, this Lease shall terminate, but such rights and obligations of Lessor and Lessee that would have survived the normal expiration or earlier termination of this Lease shall remain in force and effect. Upon any such termination, Lessee shall (1) make a lump sum payment to Lessor equal to the number of months remaining in the term multiplied by the Monthly Service Charge, and (2) purchase the Facility for \$1.

Section 10. Indemnification.

(a)

[REDACTED]

(b)

[REDACTED]

Section 11. Taxes.

(a)

[REDACTED]

(b)

[REDACTED]

Section 12. Assignment. Neither party hereto may assign, sublease, mortgage or otherwise encumber any of its rights or obligations hereunder to any other person, without the prior written consent of the other party hereto, which consent may be unreasonably withheld for any reason, and any attempted assignment, sublease, encumbrance or transfer without such consent shall be void and be deemed a material breach of this Lease. A direct transfer of control of a party hereto such as by merger, consolidation or other reorganization shall be deemed an assignment of this Lease and shall be subject to all of the provisions of this Section. Notwithstanding anything in this Lease to the contrary, each party shall have the right, without the other's consent, to assign this Lease or sublet the whole or a portion of the Premises: (i) to any wholly-owned subsidiary or any parent corporation, or (ii) to any subsidiary of any parent corporation or to any other similar affiliate, or (iii) to any entity under the control of or an entity that either controls or has management authority over a party. The transfer of shares of a party or its direct or indirect parent through any recognized stock exchange, over the counter securities, private placements, or the issuance of additional shares shall not constitute an assignment under this Lease. All covenants and provisions of this Lease by and for the benefit of the parties shall bind and inure to the benefit of their respective successors and assigns as permitted by the provisions of this Section 12.

Section 13. Events of Default. The following events shall constitute, collectively, “**Events of Default**” hereunder and each such Event of Default shall be deemed to exist and continue so long as, but only so long as, it shall not have been remedied.

(a) Lessee Event of Default. For purposes of this Lease, a “**Lessee Event of Default**” shall mean any one or more of the following:

- (i) [REDACTED]
 - (ii) [REDACTED]
 - (iii) [REDACTED]
 - (iv) [REDACTED]
 - (v) [REDACTED]
 - (vi) [REDACTED]
 - (vii) [REDACTED]
 - (viii) [REDACTED]
 - (ix) [REDACTED]
 - (x) [REDACTED]
- [REDACTED]

(b) Lessor Event of Default. For purposes of this Lease, a “Lessor Event of Default” shall mean any one or more of the following:

- (i) [REDACTED]
- (ii) [REDACTED]
- (iii) [REDACTED]
- (iv) [REDACTED]
[REDACTED]
[REDACTED]
- (v) [REDACTED]
[REDACTED]
[REDACTED]
- (vi) [REDACTED]
[REDACTED]

(c) Ground Leases. Lessee represents and warrants that as of the Effective Date, each Ground Lease provides Lessee with all or substantially all of the necessary real property rights to operate, install, and maintain the Facility, provide O&M Services for the Facility, and for Lessee to meet the Lessee Responsibilities, including unobstructed ready ingress and egress for all personnel, equipment, materials and vehicles to and from the Land. In the event any Ground Lease is terminated or expires as a result of a breach by Lessee of its obligations under such Ground Lease or if a Ground Lease is terminated pursuant to the exercise of an option to terminate by the Ground Lessor thereunder prior to the termination or expiration of this Lease, such termination and/or expiration of such Ground Lease shall constitute a material breach of this Lease by Lessee unless such termination was due to the breach by Lessor of its obligations under the Sublease. If any counterparty to a Ground Lease shall have breached any of its obligations under such Ground Lease, which breach results in exclusion of Lessee from the Premises, such breach shall be deemed an event of Force Majeure, and the provisions of Section 18(b) of this Lease shall apply.

Section 14. Remedies.

- (a) Lessor Remedies. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

(b) Lessor Termination Rights. [REDACTED]

[REDACTED]

(c) [REDACTED]

[REDACTED]

(d) Other Lessor Remedies. [REDACTED]

[REDACTED]

(e) Lessee Remedies. [REDACTED]

[REDACTED]

[REDACTED]

(f) Limitation on Liability; Survival. [REDACTED]

(g) [REDACTED]

Section 15. Reporting; Meetings.

(a) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

[REDACTED]

(b)

[REDACTED]

Section 16. Further Assurances. Lessee and Lessor shall from time to time do and perform such other and further acts and duly execute and deliver such further documents and assurances as may be required by Applicable Laws or reasonably requested by another party to establish, maintain and protect the respective rights and remedies of the other parties and to carry out and effect the intent and purpose of this Lease. If for any reason the Bill of Sale between Lessor and Lessee to convey the Facility to Lessor insufficiently conveyed the Facility to Lessor, Lessee recognizes that regardless of whether the Facility is considered real or personal property, Lessor owns the Facility, subject to the terms of this Lease.

Section 17. Notices. All notices and other communications hereunder shall be in writing and be deemed duly given on the date of delivery if delivered personally or by a recognized overnight delivery service or on the fifth day after mailing if mailed by first class United States mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the party as set forth below.

If to Lessor:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: Timothy O'Connor
E-mail: TO'Connor@tecoenergy.com

with a copy to:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: General Counsel

If to Lessee:
Brightmark Sobek RNG LLC
1725 Montgomery Street, Floor 3
San Francisco, CA 94111
Attention: General Counsel
Email: legal@brightmarkenergy.com

with a copy to:

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard
Suite 1100
Austin, TX 78701
Attention: Becky Diffen
Email: becky.diffen@nortonrosefulbright.com

or, as to each Party, at such other or additional address as may be designated by such Party in a written notice to the other Party.

Section 18. Termination; Force Majeure.

(a) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

(b) Force Majeure.

(i) Each Party shall notify the other Party in writing immediately of any delay, or anticipated delay in the notifying Party's (the "**Impacted Party**") ability to perform its obligations under this Lease due to the occurrence of an event of Force Majeure. The Impacted Party's notice shall include the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized.

(ii) If, because of the occurrence of an event of Force Majeure, the Impacted Party is unable to perform its obligations under this Lease (other than payment obligations), the Impacted Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent so affected, provided that the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure and the Impacted Party is using commercially reasonable efforts to mitigate damages.

(iii) In the event the Impacted Party's performance of obligations hereunder (other than payment obligations) is prevented or is expected to be prevented by an event of Force Majeure for a period of more than one hundred and eighty (180) calendar days, the other Party may elect to terminate this Lease by providing a written notice of its intent to terminate this Lease to the Impacted Party (the "**FM Notice**"); provided that this one hundred and eighty (180) calendar period shall be extended to two hundred and seventy (270) calendar days if: (i) the party affected by the event of Force Majeure commences to mitigate the effect of the event of Force Majeure within the one hundred and eighty (180) calendar day period and diligently prosecutes such mitigating actions; and (ii) mitigation of the event of Force Majeure is completed and performance of obligation resumed within such two hundred and seventy (270) calendar day period.

(iv) In the event of a termination due to Force Majeure, Lessee shall have the obligation, within ten (10) calendar days from the date of such termination, to purchase the Facility for a sum equal to all of the Monthly Service Charges that would have become due for the period which otherwise would have constituted the unexpired portion of the Term. Such obligation shall survive the termination of this Lease.

Section 19. Miscellaneous; Governing Law.

A. Any provision of this Lease that is prohibited or unenforceable in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and shall not invalidate or render unenforceable the other provisions hereof in any jurisdiction. To the extent permitted by Applicable Law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought and only as permitted by the Other Agreements. The section and paragraph headings in this Lease and the table of contents are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

B. This Lease and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida and shall be subject to all applicable laws, rules and orders of any Federal, state or local Governmental Authority having jurisdiction over the parties, their facilities or the transactions contemplated. Venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Lease shall be in a court, located within the State of Florida, having jurisdiction.

C. Any suit, action or proceeding against any of the parties hereto with respect to this Lease or any judgment entered by any court in respect thereof may be brought in the Supreme Court of the State of Florida or in the United States District Court for the Southern District of Florida, as either party hereto in its sole discretion may elect, and each party hereto hereby submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. Each party hereby irrevocably further consents, to the extent permitted by Applicable Law, to the service of process in any suit, action or proceeding in the aforesaid courts by the mailing thereof by either party hereto by registered or certified mail, postage prepaid, to such party at its address specified in Section 17 of this Lease. Each party hereto hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Lease brought in any of the aforesaid courts and hereby further irrevocably waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

D. This Lease may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

E. In the event of a conflict between the terms of this Lease and terms of the Sublease, the terms of this Lease shall prevail. In the event of a conflict between the terms of this Lease and the Ground Leases, the terms of the Ground Leases shall prevail.

F. The provisions of this Section 19 shall survive the expiration or earlier termination of this Lease.

Section 20. WAIVER OF JURY TRIAL. EACH OF THE LESSOR AND THE LESSEE IRREVOCABLY WAIVES AS AGAINST THE OTHER PARTY HERETO ANY RIGHTS IT MAY HAVE TO A JURY TRIAL IN THE UNITED STATES OF AMERICA IN RESPECT OF ANY CIVIL ACTION ARISING UNDER THIS LEASE. Such waivers shall survive the expiration or earlier termination of this Lease.

Section 21. Complete Lease. Except for the Other Agreements, this Lease contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral communications or agreements with respect thereto.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed by their respective duly authorized representatives as of the date first above written.

BRIGHTMARK SOBEK RNG LLC

By: _____
Name:
Title:

PEOPLES GAS SYSTEM

By: _____
Name:
Title:

APPENDIX A

“Adverse Information” is defined in Section 15(b).

“Adverse Order” means a final order, ruling or decision issued by any Governmental Authority having jurisdiction, if, such order prohibits or materially restricts, or has the same effect as prohibiting or materially restricting, a Party from fulfilling its obligations under this Lease; provided, however, that action by the EPA or other competent governmental or regulatory authority curtailing or eliminating Environmental Attributes, Incentives, or other economic stimuli and entitlements associated with RNG shall not constitute an “Adverse Order”; provided further that: (i) an order, ruling or decision shall not be an Adverse Order to the extent that the adverse effect of the order has been stayed, halted or suspended by a Governmental Authority; (ii) for the purposes of this definition, “final” means an order, ruling or decision for which a party has neither sought reconsideration, rehearing, or appeal to a court with jurisdiction over the Governmental Authority, or that if appealed, the order, ruling or decision has been upheld in all material respects by the first court with appellate jurisdiction before which the appeal has been filed; (iii) and “final” shall include only one level of judicial or regulatory appeal or review, as applicable.

“Biogas” means gas resulting from the decomposition of organic matter under anaerobic conditions.

“Change in Law” means the occurrence, after the Effective Date, of any enactment, adoption, promulgation, modification or repeal of any law, or in the administration, interpretation or application thereof by any Governmental Authority that: (i) the Party affected by the Change in Law could not have reasonably anticipated; and (ii) has a disproportionate impact on a Party when compared to other corporations, companies or other persons doing business in the State of Florida. For the avoidance of doubt, a general increase in the federal tax rate, state tax rate or franchise tax, local taxes or assessments, property taxes, payroll taxes, minimum wages, worker’s compensation costs, tariffs, or a general increase in construction costs, shall not be considered a Change in Law. For the avoidance of doubt, an Adverse Order does not constitute a Change in Law.

“Commission” is defined in the recitals.

“Consequential Damages” means damages for loss of anticipated profits, loss by reason of Facility shutdown, non-operation or increased expense of operation, service interruptions, cost of purchased or replacement gas or power, cost of money, loss of use of capital or revenue or any other indirect, incidental, special, punitive, exemplary, or consequential loss or damage, whether arising from defects, delay, or from any other cause whatsoever, including loss of use, lost production, cost of capital, loss of goodwill, lost revenues or loss of contracts.

"Creditworthy Entity" means a person with a credit rating equivalent to A- or higher by S&P or A3 or higher by Moody's that is not on credit watch by either rating agency.

"Deposit" has the meaning set forth in Section 2(c).

"Deposit Amount" has the meaning set forth in Section 2(c)(i).

"Due Date" is defined in Section 3(c).

"Effective Date" is defined in the preamble of this Lease.

"Environmental Attributes" means any and all current or future credits, benefits, air quality credits, methane capture credits, renewable energy credits, emission reductions, offsets and allowances, howsoever entitled or referred to, earned by or in connection with the capture of methane, the reduction of air pollutants or the avoidance of the emission of any gas, chemical or other substance, caused by or attributable to the operation of the Facility, including without limitation any environmental attributes arising out of laws or regulations involving or administered by the EPA, the FDEP, or any state, federal or international entity given jurisdiction over a program involving transferability of Environmental Attributes, and any reporting rights to such Environmental Attributes. Environmental Attributes include (i) voluntary and mandatory international, federal, state or local credits associated with the construction or operation of air quality projects or use of Biogas as a vehicle fuel, and (ii) any corporate citizen or corporate sustainability measurements, ratings or benefits.

"Environmental Laws" is defined in Section 9(b)(iii).

"EPA" means the United States Environmental Protection Agency.

"Facility" means the RNG facility purchased by Lessor pursuant to the Purchase Agreement, which is further described on **Exhibit B**.

"Facility Change" is defined in Section 9(b).

"Facility Warranties" is defined in Section 8(c).

"FDEP" means the Florida Department of Environmental Protection.

"Force Majeure" means an event that is beyond the reasonable control of, and without the fault or negligence of, the party claiming Force Majeure, which occurrence causes such party to be unable to perform its obligations (except to pay the Monthly Service Charge), under this Lease, which by the exercise of Prudent Industry Practices and due foresight such party could not reasonably have been expected to avoid and which such party is unable to overcome by the exercise of due diligence. So long as the above definition of **"Force Majeure"** is satisfied, events of Force Majeure include, but are not limited to: (a) flood, fire, earthquake or explosion, hurricanes, tornadoes, cave-ins, airplane crashes, and other casualty events and acts of God; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) embargoes or blockades in effect on or after the date of this Lease; (d) national or regional

emergency; (e) strikes, labor stoppages or slowdowns or other industrial disturbances; (f) shortage of adequate power or transportation facilities; (g) impacts of public health pandemics (including COVID-19); and (i) other events beyond the control of Lessor. For the avoidance of doubt, none of the following shall constitute or be deemed a Force Majeure occurrence: (x) an Adverse Order, (y) a Change in Law or (z) limited RNG production.

"FM Notice" is defined in Section 18(b)(iii).

"Governmental Authority" means any federal, state, local or municipal governmental body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal. For the avoidance of doubt, Governmental Authority shall include the EPA, the FDEP, and the Commission.

"Ground Leases" is defined in the recitals.

"Hazardous Substances" is defined in Section 9(b)(i).

"Impacted Party" is defined in Section 18(b)(i).

"Incentives" means any and all (i) grants, rebates, and other direct financial incentives based on ownership of, or investment in, the Facility, (ii) tax credits based on ownership of, or investment in, the Facility, and (iii) other tax benefits, including depreciation and other cost recovery deductions, arising in connection with ownership of, or investment in, the Facility, in each case allocated, allowed, allowable, assigned, awarded, certified or otherwise transferred or granted to Lessor by any Governmental Authority with jurisdiction in connection with the Facility. For the avoidance of doubt, Incentives shall not include any Environmental Attributes.

"Lessee" has the meaning set forth in the preamble of this Lease.

"Lessee Acquired Permits" means those permits, if any, that Lessee is required to procure under applicable law to meet its obligations pursuant to this Lease.

"Lessee Event of Default" is defined in Section 13(a).

"Lessee Representative" is defined in Section 6(c).

"Lessee Responsibilities" is defined in Section 6(a)(iv).

"Lessor" is defined in the preamble of this Lease.

"Lessor Acquired Permits" means those permits, if any, that Lessor is required to procure under applicable law to meet its obligations pursuant to this Lease, including as owner of the Facility.

"Lessor Event of Default" is defined in Section 13(b).

"Lessor Representative" is defined in Section 5(b).

"Letter of Credit" means an irrevocable standby letter of credit substantially in the form of **Exhibit C** or such other form as may be mutually agreed by the Parties, issued by a U.S. commercial bank or the U.S. branch of a foreign bank with total assets of at least ten billion dollars (\$10,000,000,000), that is a Creditworthy Entity.

"Monthly Report" is defined in Section 15(a).

"Monthly Services Charge" shall mean the amount set forth in **Exhibit A**.

"MSA" is defined in the recitals.

"MSA Estoppels" shall mean (i) the Estoppel Certificate and Conditional Right to Enter into MSA by and between Lessor and Larson Dairy, dated as of [_____] and (ii) the Estoppel Certificate and Conditional Right to Enter into MSA by and between Lessor and J.M. Larson, Inc., dated as of [_____].

"Non-Disturbance and Recognition Agreement" shall mean the written agreement between each Ground Lessor and Lessor pursuant to which such Ground Lessor agrees to recognize Lessor as Ground Lessor's direct tenant under the Ground Lease on the terms and conditions of the Sublease.

"Nonperformance Event" means, with respect to a Party, such Party's material failure to meet any of its material responsibilities or material obligations under this Lease.

"Notice of Default" means a written notice provided: (a) by Lessor to Lessee, in the case of an alleged Lessee Event of Default, and (b) by Lessee to Lessor, in the case of an alleged Lessor Event of Default.

"O&M Services" means operating and maintaining the Facility, through use of the Facilities, to upgrade and condition Biogas sourced from Larson Dairy to the RNG Specifications.

"Other Agreements" means the Purchase Agreement, the Sublease, the Guaranty, the Warranty Assignment Agreement and the Renewable Natural Gas Service Agreement.

"Party" or **"Parties"** is defined in the preamble of this Lease.

"Permits" means all local, state and federal permits applicable to the Premises.

"Permitted Liens" means (a) the rights and interests of the Lessor created by this Lease and the Purchase Agreement; (b) liens for any tax, assessment or other governmental charge so long as they are not yet due or are being contested in good faith by appropriate proceedings; (c) materialmen's, mechanics', workers', repairmen's, employees' or other like liens ("Construction Liens"), arising in the ordinary course of business so long as they are for amounts that are not yet due or are transferred to other security in accordance with Section 713.24, Florida Statutes within 30 days after receipt by Lessee of notice thereof; (d) liens, deposits or pledges to secure statutory obligations or performance of bids, tenders, contracts or leases, other than Construction Liens, incurred in the ordinary course of business, not to exceed one hundred thousand dollars (\$100,000) in the

aggregate at any time with respect to the Premises; (e) liens arising out of judgments or awards so long as an appeal or proceeding for review is being prosecuted in good faith and for the payment of which cash reserves, bonds or other security have been provided or are fully covered by insurance; (f) liens in favor of a party to this Lease arising under the terms of the Other Agreements; (g) any other lien or encumbrance reasonably acceptable to Lessor; and (h) encumbrances arising out of the ordinary course of business for operation of the Facility, including, without limitation, utility easements.

"Premises" is defined in the recitals.

"Prudent Industry Practices" means the practices, methods and acts engaged in or approved by substantial and reputable professional firms providing operations and maintenance services to renewable natural gas conversion facilities in the United States in the geographic region where the Project (as defined in the Purchase Agreement) is located, that, at a particular time, in the exercise of good faith and reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected by a reasonably prudent business company of established reputation in the business of converting Biogas to renewable natural gas to accomplish the desired result while exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced firm and in a manner consistent with applicable law, regulations, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy and expedition. Prudent Industry Practice includes a range of reasonable practices and is not intended to mean the best or optimum practice, method or act.

"Purchase Agreement" is defined in the recitals.

"Regulatory Requirements" means State or Federal statutes or regulations, decisions of regulatory bodies, including but not limited to The Florida Public Service Commission and the Federal Energy Regulatory Commission, and decisions by any state or Federal court which are applicable to Lessor or Lessee, as applicable.

"Remedial Work" is defined in Section 9(b)(iv).

"Renewable Natural Gas" or **"RNG"** means conditioned/upgraded Biogas that meets the RNG Specifications.

"Renewable Natural Gas Service Agreement" means the Renewable Natural Gas Service Agreement, dated September [____], 2021, by and between Lessor and Lessee, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Requirements" means applicable laws, orders, ordinances, rules, regulations, certificates, consents, permits and any other authorizations of any federal, state, county, municipal or other Governmental Authorities or public officer which relate to the design, construction, maintenance, operation, repair, upgrade, renovation, removal, alteration, use, occupancy or control of the Premises. Requirements

include Regulatory Requirements, Lessee Acquired Permits and Lessor Acquired Permits.

"RNG Service" has the meaning set forth in Rate Schedule RNGS of the Tariff.

"RNG Specifications" means the specifications for RNG set forth in the Renewable Natural Gas Service Agreement.

"Tariff" means Lessor's Natural Gas Tariff, Original Volume No. 3, as the same may be amended or superseded from time to time during the term of this Lease.

"Term" is defined in Section 3(a).

"Warranties" means the warranties assigned to Lessee pursuant to the Warranty Assignment Agreement attached hereto as Exhibit E.

"Warranty Assignment Agreement" is defined in the recitals.

"Work Notice" is defined in Section 9(c)(iv).

EXHIBIT A**Rent and Other Charges**

Lessee to pay Lessor a Monthly Services Charge [estimated to be ___ as of the Effective Date] based on the total purchase price of the Facility [estimated to be ___ as of the Effective Date] and the actual cost of the pipelines from the digesters to the Facilities [estimated to be \$_____ as of the Effective Date]. The Monthly Services Charge is subject to adjustment based on actual costs as calculated on the Effective Date at a rate of [REDACTED] transaction size. All payments to be in US Dollars. **[NTD: To be updated as of the Effective Date with the actual purchase price.]**

EXHIBIT B¹

Facility Description

(See attached)

[NTD: To match Schedule 2.2(c) of the PSA.]

Plus the following:

- New 3.7 mile [REDACTED] pipeline to interconnect the digester gas from barns 3 and 4 of the Larson Dairy Farms to a Bio-conditioning Facility.
- New 2 mile [REDACTED] pipeline to interconnect the digester gas from barns 5 and 8 of the Larson Dairy Farms to a Bio-conditioning Facility.

¹ **NTD:** Brightmark to provide; description to include pipeline system between digesters and bio-gas upgrade facilities.

EXHIBIT C

Letter of Credit

FORM OF LETTER OF CREDIT

Issuing Bank Name:
Issuing Bank Address:

Date:

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER XXXXX:

BENEFICIARY:

Peoples Gas System, a division of Tampa Electric Company
702 North Franklin Street P-7
Tampa, Florida 33602
Attn: Manager, Contracts Administration and Compliance
Telephone No.: 813.228.1256
Telecopy No.: 813.228.4443

Dear Beneficiary:

At the request of and for the account of (Account Party name and address), (the "Account Party") we, (Issuing bank), hereby establish in your favor this irrevocable standby letter of credit no. xxxxx (the "Letter of Credit") in the amount of United States Dollars xxxxx and 00/100 **US\$xxxxx (hereinafter, as reduced from time to time in accordance with the provisions hereof, the "Stated Amount"), effective immediately.

This Letter of Credit shall expire on (insert month) **, 20**, and it may be extended as provided in the next sentence, (the "Expiration Date"). Notwithstanding the stated Expiration Date contained herein, it is a condition of this Letter of Credit that it shall be automatically extended without amendment on our part for one year from the expiry date hereof, or any future Expiration Date, unless we notify you by registered mail or overnight courier that we elect not to renew this Letter of Credit. Such notification must be received by you at least sixty (60) days prior to the Expiration Date in effect at the time of such notification. Upon your receipt of said notice, you may draw the full amount of this Letter of Credit hereunder upon presentation of your drawing certificate form referencing this Letter of Credit No. XXXXX

Funds under this Letter of Credit will be made available to you by payment against presentation of your completed, dated and signed drawing certificate reading as follows:

QUOTE: Form of Drawing Certificate

Date:

To: Issuing Bank
Issuing Bank Address

Re: Your Letter of Credit No. xxxxx

"I, an authorized representative of Peoples Gas System, a division of Tampa Electric Company, the Beneficiary of (Issuing Bank) (the "Bank") Letter of Credit number xxxxx (the "Letter of Credit") hereby certify with respect to the Letter of Credit that:

A) (Account Party) is in default under xxxx ("Agreement") dated xxxx between (Account Party) and the Beneficiary and the amount of this drawing for US\$ (amount to be inserted) represents and amount which is due and owing and remains unpaid (beyond the time allowed for such payment, including following and related notice or grace periods or both) under said agreement, or

B) The "Bank" has notified the Beneficiary at least sixty (60) days prior to the expiration date of the Letter of Credit that it has elected not to renew the Letter of Credit and any replacement security required under the terms of the Agreement has not been provided to Beneficiary at least fifteen (15) days prior to the expiration date of this Letter of Credit.

Wherefore, the amount of this drawing is US\$(amount to be inserted), which represents an amount which is due and payable. We are drawing under Letter of Credit No. xxxx. Please wire proceeds to us pursuant to the following instructions:

Peoples Gas System, a division of Tampa Electric Company
Account # _____
JP Morgan NY
New York, NY
ABA 021 000 021

In witness whereof, the Beneficiary has executed and delivered this certificate.

Beneficiary Name

By: _____

Name: _____
Title: _____

END QUOTE

All drawing certificates under this Letter of Credit must be presented at our counters located at (Issuing Bank address).

If a drawing certificate is presented by you hereunder at or prior to 10:00 AM New York City time on a Business Day (as defined below), and provided that such drawing certificate conforms to the terms and conditions hereof, payment shall be made to you, in the amount specified in the drawing certificate, in immediately available funds, not later than 3:00 PM New York City time, on the next Business Day following the date of presentation. If a drawing certificate is presented by you hereunder after 10:00 AM New York City time, on a Business Day, and provided that such drawing certificate conforms to the terms and conditions hereof, payment shall be made to you, in the amount specified in the drawing certificate, in immediately available funds, not later than 3:00 PM New York City time, on the second Business Day following the date of presentation.

If a drawing certificate presented by you hereunder does not in any instance conform to the terms and conditions of this Letter of Credit, we shall give you due notice that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will, upon your instructions, hold any document(s) at your disposal, or return the same to you. Upon being notified that the drawing certificate was not in conformity with this Letter of Credit, you may attempt to correct any such non-conformity to the extent that you are entitled to do so.

If we are notified that the original Letter of Credit is lost, stolen, mutilated, or destroyed, we shall provide a replacement to you without affecting the Account Party's obligation to reimburse the expenses. If we issue a replacement, we may, in our sole discretion require indemnities from you in a form to our satisfaction, that no payment has been made.

Partial or multiple drawings are permitted hereunder. If a partial drawing is presented and paid, the original Letter of Credit will be endorsed and returned to you. If your drawing exhausts the Stated Amount, we will retain the Letter of Credit.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to (Issuing Bank name and address) specifically referring to Letter of Credit no. xxxxx, therein.

As used herein "Business Day" shall mean any day other than Saturday, Sunday, or any other day on which banking instructions in New York, New York are authorized or required by law or executive order to be closed.

This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

Except as expressly stated herein, this standby Letter of Credit is issued subject to the International Standby Practices, International Chamber Commerce Publication no. 590 (The "ISP98") which is incorporated into the text of this Letter of Credit by reference. As to matters not covered by the ISP 98, this Letter of Credit shall be governed by and construed in accordance with the law of the State of New York, including Article 5 of the Uniform Commercial Code as in effect in that state.

Issuing Bank

xxxxx
Authorized Signature

xxxxx
Authorized Signature

EXHIBIT D

Rent Schedule

(See attached)

[NTD: To be updated prior to the Effective Date of the Lease (prior to Closing under the PSA).]

EXHIBIT E

Warranty Assignment Agreement

(See attached)

SCHEDULE 9.14

Form of Assignment of Warranties under Lease

(See attached)

Exhibit Version

FORM OF WARRANTY ASSIGNMENT AGREEMENT

WARRANTY ASSIGNMENT AGREEMENT

THIS WARRANTY ASSIGNMENT AGREEMENT (this “Assignment”) is made as of [_____] [____], 2021 (the “Effective Date”), by Brightmark Sobek RNG, LLC, a Delaware limited liability company (“Lessee”), and Peoples Gas System, a division of Tampa Electric Company (“Lessor” and together with Lessee, each a “Party” and collectively, the “Parties”), in connection with (a) the Purchase and Sale Agreement dated as of September [____], 2021 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), between Lessee, as seller, and Lessor, as buyer, pursuant to which Lessor acquired from Lessee the Subject Property (as defined in the Purchase Agreement), consisting of certain Improvements (as defined in the Purchase Agreement) and Personal Property (as defined in the Purchase Agreement), including the Warranties (as defined below) (the “Acquisition”), and (b) the Lease Agreement dated as of [_____] (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Lease Agreement”), by and among Lessee and Lessor, pursuant to which the Lessor agreed to lease to Lessee the Premises on which the Project is located. Capitalized terms used herein but not defined shall have the meanings given to them in the Lease Agreement.

RECITALS

WHEREAS, Lessee desires that the warranties described on Exhibit A (the “Warranties”) be assigned by Lessor to Lessee during the Term in order for Lessee to operate, maintain and manage the Project in accordance with, and subject to the terms and conditions of, the Lease Agreement;

WHEREAS, after giving effect to the Acquisition, Lessor desires to grant to Lessee all right, title, interest in and to the Warranties and Lessee desires to assume all obligations and liabilities of Lessor in and to the Warranties, in each case for the duration of the Term;

WHEREAS, upon the occurrence of certain events more particularly described herein, Lessee desires to assign to Lessor all of Lessee’s right, title and interest in, to and under the Warranties; and

NOW, THEREFORE, in consideration of the premises and of other valuable consideration, Lessor and Lessee covenant and agree as follows:

1. Assignments.

a) During the Term. As of the Effective Date, after giving effect to Acquisition, (i) Lessor hereby assigns to Lessee, all of Lessor’s right, title, and interest in and to the Warranties, and (ii) Lessee hereby assumes all obligations and liabilities of Lessor in and to the Warranties, in each case, for the duration of the Term.

b) Early Termination. Effective upon the earlier termination of the Term in accordance with the provisions of the Lease and to the extent such Warranties have not expired prior to such

date in accordance with its terms, (i) Lessee hereby assigns to Lessor, all of Lessee's right, title, and interest in and to the Warranties, and (ii) Lessor hereby assumes all obligations and liabilities of Lessee in and to the Warranties, which assignment and assumption shall be automatically effective upon expiration or earlier termination of the Term without further action from Lessor or Lessee or any providers of the Warranties.

2. Remedies Upon Default. Lessee hereby agrees that, at any time after the occurrence and during the continuance of a Lessee Event of Default under the Lease Agreement, Lessor may, but shall not be obligated to, take all or any one or more of the following actions:
 - a) take possession of, and exercise all of Lessee's rights under or in connection with, and/or succeed to all of Lessee's right, title, and interest in, to, and under all Warranties;
 - b) without taking possession of and succeeding to Lessee's interest in the Collateral, (i) either directly or on behalf of Lessee, assert any claims and demands and enforce any rights and remedies that Lessee may have, from time to time, against the counterparties to the Warranties, and (ii) receive and collect any and all proceeds or amounts due to Lessee under the Warranties (including without limitation any amounts due to Lessee in respect of any indemnification claims under the Warranties), and apply all such amounts on account of any of Lessee's obligations under, and in accordance with, the Lease Agreement.
3. Representations and Warranties; Covenants. Lessor represents, warrants and covenants that on and as of the Effective Date, after giving effect to the Acquisition, it has the full power and authority to pledge, convey, transfer and assign its interest in the Warranties and no consent or authorization of, filing with or other act by or in respect of any governmental authority or any other person is required in connection with the execution, delivery, performance, validity or enforceability of this Assignment (other than those that have already been obtained).
4. Assignments Made Subject to Lease Agreement and Purchase Agreement. Each of the assignments and assumptions made herein is made specifically subject to all the terms and conditions of, and all of the rights and remedies available to a Party under, the Lease Agreement and the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Lease Agreement or the Purchase Agreement, the Lease Agreement or Purchase Agreement (as applicable) shall control.
5. Further Assurances. From time to time, each Party shall execute and deliver to the other Party such additional documents and will provide such additional information and perform such additional acts as the requesting Party may reasonably require to carry out the terms of this Assignment.

6. Termination. Subject to Section 1(b), this Assignment shall continue in effect until the Lease Agreement has terminated.
7. Notices. Any notice to be delivered in accordance with the provisions of this Assignment shall be delivered in accordance with the notice provisions of the Lease Agreement.
8. Successors and Assigns. Section 12 (Assignment) of the Lease Agreement is hereby incorporated herein by reference, *mutatis mutandis*, and Lessee and Lessor agree to such terms.
9. Governing Law; Confidentiality. Section 19 (Miscellaneous; Governing Law) and Section 20 (Waiver of Jury Trial) of the Lease Agreement are hereby incorporated herein by reference, *mutatis mutandis*, and Lessee and Lessor agree to such terms.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Assignment as of the date first above written.

PEOPLES GAS SYSTEM, as Lessor

By: _____

Name:

Title:

By: _____

Name:

Title:

Brightmark Sobek RNG, LLC, as Lessee

By: _____

Name:

Title:

Exhibit A
Warranties

- **[NTD: BME to provide description of warranties from EPC provider as well as any other warranties under Construction Contracts (as defined in the Purchase Agreement) that are to be assigned to PGS at Closing under the Purchase Agreement.]**
- The Facility Warranties (as defined in the Lease).

SCHEDULE 10.2

Buyer's Closing Certificate

Pursuant to Section 10.2 of the Purchase and Sale Agreement (the "**Agreement**"), dated as of _____, 2021, by and among Brightmark Sobek RNG LLC, a Delaware limited liability company ("**Seller**") and Peoples Gas System, a division of Tampa Electric Company, a Florida corporation ("**Buyer**"), the undersigned, as a duly authorized officer of Buyer, does hereby certify, on behalf of Buyer, the following as of the date hereof:

3. The representations and warranties of Buyer contained in the Agreement and any agreement, certificate or other writing delivered pursuant thereto ("**Ancillary Documents**") are true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) on and as of the date hereof except those representations and warranties that address matters only as of a specified date, which are true and correct as of the date so specified.
4. Buyer has duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, this certificate has been executed by the undersigned as of the date first set forth above.

Peoples Gas System, a division of
Tampa Electric Company

By: _____
Name: _____
Title: _____

Execution Version

RENEWABLE NATURAL GAS SERVICE AGREEMENT

This Renewable Gas Service Agreement (the “Agreement”) is made and entered into as of the 10th day of September, 2021, by and between Peoples Gas System, a Division of Tampa Electric Company, a Florida corporation (“PGS”), and Brightmark Sobek RNG LLC, a Delaware limited liability company (“Customer” or “Shipper”), who hereby agree as follows:

WHEREAS, Shipper or its affiliate will enter into an agreement with JM Larson, Inc. and/or Larson Dairy, Inc. (collectively, the “Larson Dairy Entities”), providing, among other things, for Shipper’s or its affiliate’s capture and cleaning of waste produced by certain barns owned by the Larson Dairy Entities; and

WHEREAS, following the cleaning and reconditioning of the waste to gas by Shipper or its affiliate to meet certain quality standards, Shipper desires to deliver such gas to PGS for transportation; and

WHEREAS, PGS will be required to extend its gas service facilities in order to receive, compress, test and transport the gas to be delivered by Shipper pursuant hereto and is willing to do so pursuant to the terms and conditions of this Agreement; and

WHEREAS, the construction, ownership and operation of the Biogas Pipelines connecting the Larson Dairy barns to the Bio-conditioning facilities will be governed by the Facility Lease between PGS and Brightmark Sobek RNG LLC; and

WHEREAS, PGS and Shipper intend and anticipate that the cleaning and reconditioning of the waste gas produced by the Larson Dairy Entities will in turn produce Gas in the estimated average amount of ■■■ MMBtu per day.

NOW, THEREFORE, PGS and Shipper, in consideration of the premises and of other good and valuable consideration, and intending to be legally bound, hereby agree as follows:

ARTICLE I – DEFINITIONS

As used herein, the following terms shall have the meanings set forth below. Capitalized terms used herein, but not defined below, have the meanings given for such terms in the PGS FPSC Tariff.

“Base Rate Revenue” has the meaning given in Section 7.1.

“Biogas Pipelines” mean a 3.7 mile 6 inch plastic pipeline running between barns 3 and 4 of the Larson Dairy Farms to the Bio-conditioning facility and the 2 mile 6 inch plastic pipeline running between barns 5 and 8 of the Larson Dairy Farms to the Bio-conditioning facility as depicted on the schematic attached to Appendix C.

“Business Day” means the days Monday through Friday (excluding any federal banking holiday falling on any such day).

“Commencement Date” has the meaning given in Article II.

“Contract Year” means the period of twelve (12) consecutive months commencing on the Commencement Date, and each successive consecutive 12-month period thereafter.

“Equipment” has the meaning given in Article IV.

“Extension Facilities” has the meaning given in Article III.

“Facility” means Shipper’s or its affiliate’s renewable gas (biogas) facilities located near Okeechobee, Florida.

“FPSC” means the Florida Public Service Commission or any successor agency.

“Gas” means renewable gas produced at the Facility.

“Initial Term” has the meaning given in Article II.

“Maximum Delivery Quantity” or “MDQ” means the maximum amount of Gas that PGS is obligated to cause to be delivered for Shipper’s account pursuant to this Agreement on any day at the PGS Delivery Point(s), and is stated in Appendix B hereto.

“Maximum Transportation Quantity” or “MTQ” means the maximum amount of Gas that PGS shall be obligated to receive pursuant to this Agreement on any day at the PGS Receipt Point(s), and is stated in Appendix A hereto.

“Monthly Services Charge” has the meaning given in Section 7.3.

“Nomination” means a notice delivered by shipper to PGS in the form specified in the PGS FPSC Tariff, specifying (in MMBtu) the quantity of Gas Shipper desires to have PGS receive, transport and deliver, at the PGS Delivery Point(s).

“Nominate” means to deliver a completed Nomination.

“Overall Minimum Revenue Commitment” has the meaning given in Section 7.1.

“PGS Delivery Point(s)” means the point(s) of physical interconnection between the Facility and PGS or between PGS and Transporter listed in Appendix B hereto.

“PGS FPSC Tariff” means the PGS tariff approved by and on file with the FPSC, as the same may be amended from time to time.

“PGS Receipt Point(s)” means the point(s) of physical interconnection between Transporter and PGS, or between the Facility and PGS, listed in Appendix A hereto.

“Scheduled Quantity” has the meaning given in Section 5.2.

“Supplier(s)” means person(s) (other than PGS), if any, from which Shipper purchases Gas transported hereunder.

“Transportation Charges” has the meaning given in Section 7.2.

“Transportation Quantity” has the meaning given in Section 5.2.

“Transporter” means the interstate natural gas pipeline(s) set forth on Appendix B hereto.

“Yearly Minimum Revenue Commitment” has the meaning given in Section 7.1.

ARTICLE II – TERM

This Agreement is effective on the date first written above. The term of this Agreement shall commence at the beginning of the Day commencing on the Day that the Facility first produces Gas and PGS facilities are ready for service (the “Commencement Date”) and continue until the end of the Day commencing on the last Day of the fifteenth (15th) Contract Year (the “Initial Term”). Upon written notice from Shipper to PGS at least 180 Days prior to the end of the Initial Term or, if extended, at least 180 Days prior to the end of the first five (5)-Contract Year extension term, Shipper shall have the option, to be exercised no more than twice, to extend the term of this Agreement for five (5) additional Contract Years. The term of this Agreement shall automatically extend after the Initial Term and any extension term thereafter for an additional Contract Year unless and until either PGS or Shipper gives the other at least 180 Days prior written notice of termination.

ARTICLE III – EXTENSION OF FACILITIES

PGS will extend and enhance its gas service facilities, as listed in Appendix C hereto, in order to receive, compress and transport the Gas to be delivered by Shipper pursuant to this Agreement (combined with the Equipment, hereinafter referred to as the “Extension Facilities”). PGS shall also construct the Biogas Pipelines. [REDACTED]

[REDACTED]

[REDACTED] Title to the Extension Facilities, including all its appurtenances, connections thereto and extensions thereof, including the right to use, operate and maintain the same, shall forever be and remain exclusively and unconditionally vested in PGS, its successors and assigns. PGS will be responsible for obtaining and maintaining all rights-of-way and easements as necessary for its construction, operation and maintenance of the pipeline and other gas service facilities comprising the Extension Facilities. PGS will use commercially reasonable efforts to install and have ready for service the Extension Facilities within [REDACTED] Days of written notice to proceed from Shipper but will work with Shipper to attempt to have the Extension Facilities installed and ready for service sooner if needed by Shipper.

ARTICLE IV - TRANSPORTATION SERVICE

Section 4.1 Services. Shipper engages PGS, and PGS accepts such engagement, to receive Gas for Shipper’s account, up to the MTQ, at the PGS Receipt Point(s), and to cause an equivalent quantity in Btu content to be delivered at the PGS Delivery Point(s). Such transportation shall be

governed by the PGS FPSC Tariff and this Agreement. Transportation hereunder is firm in accordance with the PGS FPSC Tariff and the curtailment plan, as the same may be amended from time to time. Given the nature of renewable gas service hereunder, the following provisions regarding the PGS FPSC Tariff shall apply or not apply as indicated:

“Actual Takes” means, for a specified period of time, the quantity of Gas passing through the meter(s) at the PGS Receipt Point(s).

The provisions of Rider ITS pertaining to “Correction of Imbalances” shall not apply.

The provisions of the PGS FPSC Tariff regarding Retainage shall not apply and Shipper shall not be required to provide PGS with any Gas for any Retainage or similar quantity.

Gas delivered by Shipper at the PGS Receipt Point(s) shall conform to the requirements set forth in Appendix D hereto.

Section 4.2 Telemetry and Other Required Equipment. Telemetry and other equipment which PGS must install to provide service hereunder (the “Equipment”), if any, and the anticipated cost thereof, are listed in Appendix C hereto. Between Shipper and PGS, Shipper shall reimburse PGS for all costs incurred for installation and construction of the Extension Facilities through the payment of any Yearly Minimum Revenue Commitment. Unless the parties agree otherwise, all facilities used to provide service to Shipper hereunder (including without limitation the Equipment) shall be installed, owned, operated, and maintained by PGS.

Section 4.3 Gas Specifications. In addition to meeting the requirements set forth in Appendix D hereto, Shipper acknowledges and agrees that Gas delivered by Shipper at the PGS Receipt Points(s) shall meet all requirements (including gas specification requirements) of the applicable Transporter. In the event the Transporter requirements (including gas specification requirements) are more stringent than those set forth in Appendix D hereto, Gas delivered by Shipper at the PGS Receipt Point(s) shall conform and meet Transporter’s requirements. PGS shall have the unqualified right to reject any Gas which does not meet the requirements of this Section 4.3.

Unless PGS and Shipper agree otherwise, the Gas delivered by Shipper or for its account to PGS shall be delivered at a pressure between 100 and 200 psig. PGS shall compress such Gas and deliver it to Transporter at a pressure that will enable the Transporter to receive the Gas.

Section 4.4 Access to Transporters. PGS and Shipper acknowledge and agree that, in order for PGS to effect delivery of Gas into the Transporters’ pipelines, the Transporters must permit the delivery of such Gas. In the event one or more Transporters withdraw or modify this permission resulting in their non-acceptance of Gas, PGS and Shipper shall undertake reasonable efforts to have the Transporters reinstate such allowance. If one or more Transporters fail to reinstate such allowance, Shipper shall still be obligated to make the Monthly Service Payments under Section 7.3. For avoidance of doubt, one or more Transporters’ refusal to accept Gas shall not be considered a Force Majeure event under Section 10.9 of this Agreement.

ARTICLE V – NOMINATIONS

Section 5.1 General. For each Day Shipper desires service hereunder, Shipper shall provide a Nomination to PGS pursuant to Section 5.2. If the Gas is to be consumed in the Facility, a Nomination shall be made for each meter at the Facility. Gas produced by the Facility that is to be delivered by Shipper into the PGS distribution system for transportation shall also be Nominated. The total quantity of Gas from the Facility Nominated may be split between the meters located at the Facility. All Nominations shall be made to PGS at its web site (<https://custactivities.peoplesgas.com/>) provided that, in an emergency, a Nomination may be delivered via facsimile using the form set forth in the PGS FPSC Tariff. Quantities confirmed by PGS for delivery shall be the Scheduled Quantity. [REDACTED]

[REDACTED] The maximum quantity PGS shall be obligated to make available for delivery at the PGS Delivery Point(s) on any Day (which shall not exceed the MDQ) is the Transportation Quantity established pursuant to this Article V. **Nomination for Transportation.** Unless otherwise agreed, Shipper shall, for each Month, and each Day during such Month that Shipper seeks to change any aspect of any prior Nomination, notify PGS by providing a completed Nomination. Shipper's Nomination for Gas to be made available for delivery on the first Day of any Month shall be given by [REDACTED] prior to the Day on which a nomination must be delivered to Transporter for receipt of deliveries at the PGS Delivery Point(s) on such Day or to PGS for receipt of deliveries at the PGS Receipt Point(s) on such Day. Daily Nominations for Gas to be made available for delivery other than on the first Day of a Month shall be given to PGS by [REDACTED] prior to the Day on which a nomination must be delivered to Transporter for the receipt of deliveries at the PGS Delivery Point(s) on such Day or to PGS for receipt of deliveries at the PGS Receipt Point(s) on such Day. If Gas is to be delivered by Shipper or for its account at the Facility, the following Nomination information is required for a valid Nomination: The Shipper's account number under which service is being Nominated;

- b. The receipt point location including applicable DRN and upstream pipeline name, upstream pipeline package ID, including Shipper's PGS account number, and quantity in Therms of Gas to be tendered at each PGS receipt point;
- c. The Facility name, and quantity in Therms of Gas to be delivered for each PGS Shipper account;
- d. A beginning and ending date for each Nomination;
- e. The upstream contract identifier.

Only Nominations with clearly matching downstream Transporter identifiers (including Shipper's package ID and PGS account number) and upstream (PGS) identifiers will be scheduled. If Shipper or Shipper's Agent fails to comply with provisions (a) through (e) of this section, PGS may not schedule commencement of service or change a prior Nomination.

PGS shall confirm to Shipper the quantity PGS will make available for redelivery on such Day (the "Transportation Quantity," which shall also be a "Scheduled Quantity") no later than [REDACTED] such Day. [REDACTED]

[REDACTED]

Section 5.3 Other Responsibilities. Shipper shall promptly notify PGS in writing of any change in the Transportation Quantity for any Day, and PGS will use commercially reasonable efforts to accept any such requested change as soon as practicable.

Section 5.4 Confirmation. [REDACTED]

Section 5.5 Mutually Beneficial Transactions. Shipper recognizes that PGS maintains the operation and system integrity of the PGS distribution system on a daily basis, and that PGS, as the delivery point operator for its points of interconnection with interstate pipelines, is subject to the rules and regulations of such pipelines with regard to operational flow rates, pressures and penalties. [REDACTED]

ARTICLE VI – TESTING AND SPECIFICATIONS

PGS shall be responsible for testing the Gas so that it meets the specifications as described in more detail in Appendix D hereto. PGS shall test the Gas in the manner and frequency as described in Appendix D hereto.

ARTICLE VII - TRANSPORTATION AND OTHER CHARGES

Section 7.1 Revenue Commitment. Without any right to refund, and in lieu of any payment to PGS in advance of construction of the Extension Facilities, during the fifteen (15) Contract Years of this Agreement, Shipper hereby agrees that a minimum of Base Rate Revenue set forth in Appendix E hereto (the “Overall Minimum Revenue Commitment”) will be paid to PGS as

hereinafter provided. As used herein, “Base Rate Revenue” means revenue derived and received by PGS from the Monthly Services Charge, and the Transportation Charge. The “Yearly Minimum Revenue Commitment” for each of the fifteen (15) Contract Years shall be as set forth on Appendix E hereto. If the total Base Rate Revenue paid by Shipper during a Contract Year is less than the Yearly Minimum Revenue Commitment, PGS shall invoice and Shipper shall pay [REDACTED] after the date of invoice an amount equal to the difference between the Yearly Minimum Revenue Commitment and the actual Base Rate Revenue received by PGS from Shipper for that Contract Year. If the total Base Rate Revenue paid by Shipper for any Contract Year plus any carryover from a prior Contract Year exceeds the Yearly Minimum Revenue Commitment, the amount of the excess shall be carried over and applied to the Base Rate Revenue paid by Shipper to PGS during the subsequent Contract Year. The calculations described above shall, except as hereinafter provided, continue through the fifteenth (15th) Contract Year. If, at any time during the fifteen (15) Contract Years, the sum of the Base Rate Revenue paid by Shipper to PGS equals or exceeds the Overall Minimum Revenue Commitment, the Overall Minimum Revenue Commitment and Yearly Revenue Commitment shall be satisfied and no longer applicable. For the avoidance of doubt, Shipper acknowledges and agrees that satisfaction of the Overall Minimum Revenue Commitment and Yearly Revenue Commitment does not relieve Shipper from any of its obligations under this Agreement for services rendered by PGS after the Overall Minimum Revenue Commitment is met and/or Shipper’s obligation to continue to pay PGS for services rendered (including Customer Charge and Distribution Charge) under this Agreement after the Overall Minimum Revenue Commitment is met. If the Extension Facilities are used to serve other customers during the first ten (10) years of this Agreement, the Overall Minimum Revenue Commitment shall be reduced to the extent revenue is collected from such other customers.

Section 7.2 Transportation Charges. Shipper shall pay PGS each Month for transportation service rendered by PGS in accordance with the current-applicable rate schedule in the PGS FPSC Tariff (“Transportation Charges”). Currently, Rate Schedule GS-5 is applicable to Shipper.

Section 7.3 Monthly Services Charge. Beginning with the Commencement Date, Shipper shall pay a “Monthly Services Charge” which shall equal the amount set forth in Appendix E hereto less the Transportation Charges for the Month.

Section 7.4 Changes in Tariff. If the applicable rates or rate schedules change or are amended or superseded, the newly applicable rates or rate schedules shall be applicable to service hereunder. Nothing contained herein shall prevent PGS from filing with the FPSC (or Shipper from opposing) changes to the rates and other provisions in the PGS FPSC Tariff.

Section 7.5 Guaranty. Brightmark RNG Holdings LLC shall provide a guaranty to PGS to secure the performance of Shipper’s obligations under this Agreement in the form attached hereto as Appendix F (the “Guaranty”).

ARTICLE VIII - BILLING AND PAYMENT

Section 8.1 Billing. PGS will bill Shipper each Month for all Actual Takes during the preceding Month, and for any other amounts due hereunder.

Billing Disputes. In the event of a billing dispute, Shipper or PGS, as the case may be, shall pay (or credit) to the other party all amounts not in dispute, and the parties shall negotiate in good faith to resolve the amount in dispute as soon as reasonably practicable. If a party has withheld payment (or credit) of a disputed amount, and the dispute is resolved, the non-prevailing party shall pay to the other party the amount determined to be due such other party, [REDACTED]

ARTICLE IX - FAILURE TO MAKE PAYMENT

Section 9.2 **Other Remedies.** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 10.1 Assignment and Transfer. Neither party may assign this Agreement without the prior written consent of the other party (which shall not be unreasonably withheld) and the assignee's written assumption of the assigning party's obligations hereunder. Notwithstanding the

foregoing, either party may collaterally assign this Agreement in connection with a lease or financing by it or its affiliate and shall, if requested, enter into a direct agreement with any lessor or lessee or the other party's lender that is usual and customary in the circumstances.

Section 10.2 Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of Florida and shall be subject to all applicable laws, rules and orders of any Federal, state or local governmental authority having jurisdiction over the parties, their facilities or the transactions contemplated. Venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement shall be in a court, located within the State of Florida, having jurisdiction.

Section 10.3 Severability. If any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision. If any such illegality, unenforceability or avoidance of a provision of this Agreement has been so declared that is materially adverse to either party or would substantially impair the respective benefits or expectations of the parties, then the parties agree to negotiate in good faith replacement terms that are consistent with such court's declaration, directive, or authorization and that maintain the relative economic positions of, and risks to, the parties as reflected in this Agreement as of date first above written.

Section 10.4 Entire Agreement; Appendices. This Agreement sets forth the complete understanding of the parties as of the date first written above, and supersedes any and all prior negotiations, agreements and understandings with respect to the subject matter hereof. The appendices attached hereto are an integral part hereof. All capitalized terms used and not otherwise defined in the appendices shall have the meanings given to such terms herein or in the PGS FPSC Tariff, as applicable.

Section 10.5 Waiver. No waiver of any of the provisions hereof shall be deemed to be a waiver of any other provision whether similar or not. No waiver shall constitute a continuing waiver. No waiver shall be binding on a party unless executed in writing by that party.

Section 10.6 Notices. All notices and other communications hereunder shall be in writing and be deemed duly given on the date of delivery if delivered personally or by a recognized overnight delivery service or on the fifth Day after mailing if mailed by first class United States mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the party as set forth below.

Section 10.7 Amendments. This Agreement may not be amended except by an instrument in writing signed by the party against which enforcement of the amendment is sought. A change in (a) the place to which notices hereunder must be sent or (b) the individual designated as Contact Person shall not be deemed nor require an amendment hereof provided such change is communicated pursuant to Section 10.6.

Section 10.8 Legal Fees. In the event of litigation between the parties hereto arising out of or in connection with a dispute under this Agreement, then the reasonable attorneys' fees and costs of the party prevailing in such litigation shall be paid by the other party.

Section 10.9 Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, such as epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; and (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the “Impacted Party”). The Impacted Party shall give notice within five (5) Days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, labor stoppages or slowdowns or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance. In the event that the Impacted Party’s failure or delay remains uncured for a period of one hundred and eighty (180) Days following written notice given by it under this Section 10.9, the term of this Agreement shall be extended by the period during which the Force Majeure Event existed. No statement made herein alters the intent or procedures set forth in Appendix D hereto.

Section 10.10 Notice Information. All notices and other communications hereunder shall be in writing and be deemed duly given on the date of delivery if delivered personally, electronically or by a recognized overnight delivery service or on the fifth day after mailing if mailed by first class United States mail, registered or certified, return receipt requested, postage prepaid, and properly addressed to the party as set forth below or, as to each party, at such other or additional address as may be designated by such party in a written notice to the other party. The following addresses can be changed by either party upon written notice to the other party:

PGS:

Administrative Matters:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: Timothy O’Connor
E-mail: TO’Connor@tecoenergy.com

with a copy to:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: General Counsel

Payment:
Peoples Gas System
702 Franklin Street
Tampa, Florida 33602
Attention: Settlements
Telephone: (813) 228-1768
Facsimile: (813)228-4742
Email: PGSSettlements@tecoenergy.com

Shipper:

Brightmark Sobek RNG LLC
1725 Montgomery Street, Floor 3
San Francisco, CA 94111
Attention: General Counsel
Email: legal@brightmarkenergy.com

with a copy to:

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard
Suite 1100
Austin, TX 78701
Attention: Becky Dffen
Email: becky.diffen@nortonrosefulbright.com

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PEOPLES GAS SYSTEM, a division of TAMPA ELECTRIC COMPANY

By: Timothy O'Connor
to'connor@tecoenergy.com
Name: Timothy O'Connor
Title: VP, Sustainability

By: Lew Rutkin
lrutkin@tecoenergy.com
Name: Lew Rutkin
Title: VP, Business Development

BRIGHTMARK SOBEK RNG LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Renewable Natural Gas Service Agreement]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective duly authorized officers as of the date first above written.

PEOPLES GAS SYSTEM, a division of TAMPA ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BRIGHTMARK SOBEK RNG LLC, a Delaware limited liability company

By:  _____
Name: Zeina El-Azzi
Title: Vice President

APPENDIX A –

PGS RECEIPT POINT(S)

Maximum Transportation Quantity: [REDACTED] MMBtu per Day

PGS will accept Gas from the Shipper, or for its account, for transportation pursuant to this Agreement at the following point(s):

NAME: Brightmark North

PGS METER #:

MAXIMUM QUANTITY: MMBtu/Day [REDACTED]

NAME: Brightmark South

PGS METER #:

MAXIMUM QUANTITY: MMBtu/Day [REDACTED]

APPENDIX B -

PGS DELIVERY POINT(S)

Maximum Delivery Quantity: [REDACTED] MMBtu per Day

Gas transported or sold pursuant to this Agreement shall be delivered by PGS at the following point(s) to the following interstate natural gas pipelines:

Delivery Points:

PGS METER # NORTH:

MAXIMUM QUANTITY: MMBtu/Day [REDACTED]

Transporter: Florida Southeast Connection, LLC ("FSC")

PGS METER # SOUTH:

MAXIMUM QUANTITY: MMBtu/Day [REDACTED]

Transporter: Florida Gas Transmission Company, LLC ("FGT")

APPENDIX C –

EXTENSION FACILITIES

Unless PGS and Shipper agree otherwise, the Extension Facilities shall be comprised of the following as depicted on the schematic attached to this Appendix C:

- (a) Construction of a new 0.5 mile [REDACTED] pipeline to inject RNG from the Bio-conditioning Facility for barns 3 and 4 of the Larson Dairy Farms to the Florida Southeast Connection pipeline with pipeline compression located at the Bio-conditioning Facility;
- (b) Construction of a new 1.5 mile [REDACTED] pipeline to inject RNG from the Bio-conditioning Facility for barns 5 and 8 of the Larson Dairy Farms to either the FGT or Gulfstream pipeline with pipeline compression located at the injection point;
- (c) Construction of PGS Meter Stations - at each Receipt Point into PGS's pipeline system as well as at each PGS Delivery Point into the interstate gas pipeline system, a new meter station, and gas chromatograph would be built to measure RNG quality (each, a "Meter Station", and collectively, the "Meter Stations"). A gas chromatograph would be built at each gate station to measure the RNG quality;
- (d) Construction of 2 compressors located as indicated below;
- (e) Brightmark will support PGS in obtaining any required easements on Larson property and the cost will be recovered by PGS through Shipper's payment of the Yearly Minimum Revenue Commitment; and
- (f) Telemetry equipment.

CONFIDENTIAL MATERIAL REDACTED
BATES STAMPED PAGE 346

**APPENDIX D –
TREATED BIOGAS SPECIFICATIONS**

Gas Specification

Unless PGS agrees otherwise, the Gas must meet the Quality requirements stated in Section 5.501-3 and 5.501-4 of the PGS FPSC Tariff (which are PGS's requirements hereby passed on to Shipper) or any applicable waiver or allowance of such requirements granted in writing. Notwithstanding any other provision of this Appendix D, the applicable Gas Quality requirements shall be no more stringent than those set forth in the FERC Gas Tariff of the Transporter at the Delivery Point(s) or by written agreement between PGS and Transporter.

Company, at its sole option, may refuse to accept any Gas tendered to Company by a Customer or for its account if such Gas does not meet the stated requirements at the time of tender.

If testing demonstrates that the Gas does not meet the explicit Quality standards in the applicable PGS FPSC Tariff or Transporter FERC Gas Tariff, which have not been waived, the Gas will not be injected into the pipeline until Shipper can demonstrate to PGS at PGS's sole discretion that Gas will meet the standard on an ongoing basis. For the avoidance of doubt, in the event PGS suspects that the Gas tendered to PGS by Shipper may be the cause of safety or operational issues, PGS, in its sole and unreviewable discretion, may refuse to accept any Gas until PGS determines that Shipper's Gas not causing safety or operational issues or that Shipper has remedied the issues to PGS's satisfaction.

The metering procedures shall be as set forth in the PGS FPSC Tariff.

[REDACTED]

PEOPLES GAS SYSTEM, a division of
TAMPA ELECTRIC COMPANY

By: _____
Its: _____

APPENDIX E –

REVENUE COMMITMENTS AND MONTHLY SERVICES CHARGES

Overall Minimum Revenue Commitment = [REDACTED]

Yearly Minimum Revenue Commitment = [REDACTED]

Monthly Services Charges (prior to deduction of Transportation Charges) = [REDACTED]

The above figures shall be adjusted after completion of the Extension Facilities contemplated herein to reflect actual costs incurred by PGS. The adjustments shall be based on the same methodology used to determine the above figures which assumed a total construction cost of [REDACTED] and monthly operating expenses of approximately [REDACTED] for the Extension Facilities.

**APPENDIX F –
FORM OF GUARANTY
(See attached)**

Execution Version

**GUARANTY
(RNGSA)**

BETWEEN

BRIGHTMARK RNG HOLDINGS LLC

AND

PEOPLES GAS SYSTEM

Effective Date September __, 2021

GUARANTY

This **GUARANTY** dated as of September ____, 2021 is made and entered into by **BRIGHTMARK RNG HOLDINGS, LLC**, a Delaware limited liability company (“**Guarantor**”) in favor of **PEOPLES GAS SYSTEM**, a division of Tampa Electric Company, a Florida corporation (“**Beneficiary**”).

RECITALS

- A. **BRIGHTMARK SOBEK RNG LLC**, a Delaware limited liability company (the “**Company**”) is entering into the RNG Service Agreement with Beneficiary.
- B. Guarantor indirectly owns one hundred percent of the outstanding equity interests of the Company.
- C. Company has requested that Guarantor provide this Guaranty in favor of the Beneficiary in connection with the Company’s obligations under the RNG Service Agreement.

Guarantor and Beneficiary covenant and agree as set out in this Guaranty.

AGREEMENT

DEFINITIONS

- 1.1 **Definitions.** As used in this Guaranty these words and expressions have the following meanings:

“**Affiliate**” means any legal entity which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to “control” another if it owns directly or indirectly at least fifty percent of either of the following:

- (A) The shares entitled to vote at a general election of directors of such other entity.
- (B) The voting interest in such other entity if such entity does not have either shares or directors.

“**Agreement**” means the RNG Service Agreement.

“**Banking Day**” means any day other than a Saturday, a Sunday or any other day on which commercial banks in New York, Florida or California are authorized or required to be closed.

“**Beneficiary**” means Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, and its successors or assigns.

“**Cap**” has the meaning given in Section 3.1(B)(2).

“**Commencement Date**” has the meaning given in Article II of the RNG Service Agreement.

“**Company**” means Brightmark Sobek RNG LLC, a Delaware limited liability company, and its successors or assigns.

“**Defaulted Payment**” has the meaning given in Section 3.7.

“**Guaranteed Obligations**” has the meaning given in Section 3.1.

“**Guarantor**” means Brightmark RNG Holdings, LLC, a Delaware limited liability company, until a successor has become such pursuant to the applicable provisions of this Guaranty, and thereafter “**Guarantor**” will mean such successor.

“**Guaranty**” means this Guaranty, including its Recitals, as supplemented, modified, amended or replaced from time to time as provided in this Guaranty.

“**Person**” means an individual, corporation, company, association, partnership, unincorporated organization, trust, state, statutory corporation, government entity or any other legal or similar entity.

“**RNG Service Agreement**” means that certain Renewable Natural Gas Service Agreement dated as of September ____ between the Company and Beneficiary, as supplemented, modified, amended or replaced from time to time.

- 1.2 **Singular and Plural Forms.** The definitions will be equally applicable to both the singular and plural forms of any of the terms defined in this Guaranty.

REPRESENTATIONS OF GUARANTOR

- 2.1 **Representations of Guarantor.** Guarantor makes the following representations to Beneficiary:

- (A) Guarantor has been duly organized and is validly existing under the laws of Delaware and has full corporate power and authority to enter into this Guaranty and to carry out and consummate all transactions contemplated by this Guaranty.
- (B) The execution and delivery of this Guaranty and the consummation of the transactions contemplated under this Guaranty do not conflict with or constitute on the part of Guarantor a breach of or default under its articles of organization or other documents containing its operating agreement, by-laws or other similar governing documents, or any indenture, or other material agreement or instrument to which Guarantor is a party or by which it or its properties are bound or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Guarantor or any of its activities or properties.
- (C) This Guaranty has been duly authorized, executed and delivered by Guarantor and constitutes the valid and binding obligation of Guarantor.

GUARANTY AND AGREEMENTS

- 3.1 **Guaranty.**

(A) [REDACTED]

(B) [REDACTED]

(1) [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(2) [REDACTED]

(3) [REDACTED]

(4) [REDACTED]

3.2 [REDACTED]

[REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

(F) [REDACTED]

(G) [REDACTED]

(H) [REDACTED]

(I) [REDACTED]

[REDACTED]

[REDACTED]

3.3

3.4

3.5

3.6

(A)

(B)

3.7

3.8

3.9 **Confidentiality.** Beneficiary shall keep this Guaranty confidential, and shall not provide copies of this Guaranty or to disclose its specific terms to any Person without the prior written consent of Guarantor except in the following events:

(A) Beneficiary may disclose to the applicable court in connection with any proceedings under this Guaranty.

- (B) To the extent that it is required to disclose the same pursuant to any regulation, law or order of any court or regulator of competent jurisdiction, or any procedure for disclosure of documents in any proceedings before such court (including any proceedings to enforce this Guaranty) or in regulatory proceedings, or pursuant to any law or regulation having the force of law; provided that, to the extent legally permissible, Beneficiary shall give Guarantor advance written notice of its intention to disclose the same based on that requirement and a reasonable amount of time consistent with the requirement pursuant to which disclosure is to occur in which to seek adequate protective orders.
- (C) Beneficiary's Affiliates that are direct or indirect shareholders, directors, officers, employees, independent auditors, legal counsel and other professional advisors subject to all of the following:
 - (1) They have a need to know.
 - (2) They are informed of (a) the confidential nature of the Guaranty and its specific terms, and (b) their duty to maintain the confidentiality pursuant to the terms of this Guaranty.
 - (3) Prior to any disclosures they have agreed to be bound by such duty of confidentiality.

GENERAL PROVISIONS

4.1 **Governing Law.** This Guaranty is governed by and interpreted under the laws of the State of Delaware, without regard to its choice of law rules.

4.2 **Notices.**

- (A) All notices and other communications to Guarantor or Beneficiary required or permitted under or related to this Guaranty must be in writing and delivered by mail (postage prepaid), or by hand delivery to the address of the party receiving the notice set out below. Notices and other communications may also be delivered by email sent to the email address of the receiving party set out below, *provided that* the original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery.

To Guarantor:

Brightmark RNG Holdings, LLC
1725 Montgomery Street, Floor 3
San Francisco, CA 94111
Attention: General Counsel
Email Address: legal@brightmarkenergy.com

With a copy to:

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard

Suite 1100
Austin, TX 78701
Attention: Becky Diffen
Email: becky.diffen@nortonrosefulbright.com

To Beneficiary:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: Tim O'Connor
Email Address: TO'Connor@tecoenergy.com

With a copy to:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: General Counsel

- (B) Guarantor or Beneficiary may change its contact information by giving notice to each other.
 - (C) Notices or communications are effective when received by the recipient during the recipient's regular business hours. Notices or communications received out of the recipient's regular business hours will be deemed received on the next succeeding day on which commercial banks are open for the transaction of business in the city specified in the address for notice provided by the recipient.
 - (D) Notices or communications which do not comply with the requirements of this Guaranty are ineffective, and do not impart actual or any other kind of notice.
- 4.3 **Banking Days; Payments.** If any date on which a payment is to be made, notice is to be given or other action taken under this Guaranty is not a Banking Day, then such payment, notice or other action will be made, given or taken on the next succeeding Banking Day in such place, and in the case of any payment, no interest will accrue for the delay. All amounts required to be paid under this Guaranty will be paid in United States Dollars.
- 4.4 **Successors and Assigns.** This Guaranty will be binding upon, and inure to the benefit of, Beneficiary, Guarantor and their respective successors and assigns; provided, however, that, except to (1) a Person to which it assigns its rights and obligations under either Agreement in accordance with the terms thereof, or (2) [REDACTED], neither Beneficiary nor Guarantor may assign its rights or obligations under this Guaranty to another Person without the prior written consent of the other.
- 4.5 **Guaranty for Benefit of Beneficiary.** This Guaranty is entered into by Guarantor for the benefit of Beneficiary. Nothing contained in this Guaranty may be deemed to create any right in, or permit any Person to enforce or make any claim under this Guaranty or to be in

whole or in part for the benefit of any Person other than Guarantor, Beneficiary and their respective permitted successors and assigns.

4.6 **Term.** This Guaranty will terminate and be of no further force and effect upon the earliest to occur of the following events:

- (A) [REDACTED]
- (B) [REDACTED]
- (C) [REDACTED]
- (D) [REDACTED]
- (E) [REDACTED]

4.7 **Amendments.** No amendment to this Guaranty is effective unless made in writing and is signed by each of Guarantor and Beneficiary.

4.8 **Headings.** The Section headings of this Guaranty are for convenience only and do not affect the construction of this Guaranty.

4.9 **Partial Invalidity.** The invalidity of any one or more phrases, sentences, provisions or Sections in this Guaranty will not affect the validity or enforceability of the remaining portions of this Guaranty or any part of this Guaranty.

4.10 **Waivers and Remedies.**

- (A) No waiver of this Guaranty terms, provisions or conditions is effective unless made in writing and is signed by each of Guarantor and Beneficiary.
- (B) No failure or delay by Beneficiary in exercising any right, power or privilege under this Guaranty will operate as a waiver nor will any single or partial exercise preclude any other or further exercise or the exercise of any other right, power or privilege.

- (C) The remedies provided under this Guaranty are cumulative and not exclusive of any remedies provided by law.
- 4.11 **Entire Agreement.** This Guaranty constitutes the entire agreement and understanding of the parties with respect to the subject matter under this Guaranty and supersedes all oral statements and prior writings with respect to it.
- 4.12 **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.
- 4.13 **Cumulative Rights.** Each right, remedy and power hereby granted to Beneficiary or allowed it by applicable law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Beneficiary at any time or from time to time.
- 4.14 **Severability.** If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.
- 4.15 **Counterparts.** This Guaranty may be executed in any number of counterparts, each of which will be deemed an original, and which together constitute one and the same instrument. The exchange of signature pages by facsimile or email constitutes execution and delivery of this Guaranty.

The remainder of the page intentionally left blank.

This Guaranty has been executed by duly authorized officer of Guarantor and Beneficiary, respectively,
as of the date first above written.

GUARANTOR:
BRIGHTMARK RNG HOLDINGS, LLC

BENEFICIARY:
PEOPLES GAS SYSTEM

Signature:

Signature:

Name:

Name:

Title:

Title:

Signature:

Name:

Title:

Execution Version

**GUARANTY
(RNGSA)**

BETWEEN

BRIGHTMARK RNG HOLDINGS LLC

AND

PEOPLES GAS SYSTEM

Effective Date September 10, 2021

GUARANTY

This **GUARANTY** dated as of September 10, 2021 is made and entered into by **BRIGHTMARK RNG HOLDINGS, LLC**, a Delaware limited liability company (“**Guarantor**”) in favor of **PEOPLES GAS SYSTEM**, a division of Tampa Electric Company, a Florida corporation (“**Beneficiary**”).

RECITALS

- A. **BRIGHTMARK SOBEK RNG LLC**, a Delaware limited liability company (the “**Company**”) is entering into the RNG Service Agreement with Beneficiary.
- B. Guarantor indirectly owns one hundred percent of the outstanding equity interests of the Company.
- C. Company has requested that Guarantor provide this Guaranty in favor of the Beneficiary in connection with the Company’s obligations under the RNG Service Agreement.

Guarantor and Beneficiary covenant and agree as set out in this Guaranty.

AGREEMENT

DEFINITIONS

- 1.1 **Definitions.** As used in this Guaranty these words and expressions have the following meanings:

“**Affiliate**” means any legal entity which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to “control” another if it owns directly or indirectly at least fifty percent of either of the following:

- (A) The shares entitled to vote at a general election of directors of such other entity.
- (B) The voting interest in such other entity if such entity does not have either shares or directors.

“**Agreement**” means the RNG Service Agreement.

“**Banking Day**” means any day other than a Saturday, a Sunday or any other day on which commercial banks in New York, Florida or California are authorized or required to be closed.

“**Beneficiary**” means Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, and its successors or assigns.

“**Cap**” has the meaning given in Section 3.1(B)(2).

“**Commencement Date**” has the meaning given in Article II of the RNG Service Agreement.

“**Company**” means Brightmark Sobek RNG LLC, a Delaware limited liability company, and its successors or assigns.

“**Defaulted Payment**” has the meaning given in Section 3.7.

“**Guaranteed Obligations**” has the meaning given in Section 3.1.

“**Guarantor**” means Brightmark RNG Holdings, LLC, a Delaware limited liability company, until a successor has become such pursuant to the applicable provisions of this Guaranty, and thereafter “**Guarantor**” will mean such successor.

“**Guaranty**” means this Guaranty, including its Recitals, as supplemented, modified, amended or replaced from time to time as provided in this Guaranty.

“**Person**” means an individual, corporation, company, association, partnership, unincorporated organization, trust, state, statutory corporation, government entity or any other legal or similar entity.

“**RNG Service Agreement**” means that certain Renewable Natural Gas Service Agreement dated as of September 10, 2021 between the Company and Beneficiary, as supplemented, modified, amended or replaced from time to time.

- 1.2 **Singular and Plural Forms.** The definitions will be equally applicable to both the singular and plural forms of any of the terms defined in this Guaranty.

REPRESENTATIONS OF GUARANTOR

- 2.1 **Representations of Guarantor.** Guarantor makes the following representations to Beneficiary:

- (A) Guarantor has been duly organized and is validly existing under the laws of Delaware and has full corporate power and authority to enter into this Guaranty and to carry out and consummate all transactions contemplated by this Guaranty.
- (B) The execution and delivery of this Guaranty and the consummation of the transactions contemplated under this Guaranty do not conflict with or constitute on the part of Guarantor a breach of or default under its articles of organization or other documents containing its operating agreement, by-laws or other similar governing documents, or any indenture, or other material agreement or instrument to which Guarantor is a party or by which it or its properties are bound or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Guarantor or any of its activities or properties.
- (C) This Guaranty has been duly authorized, executed and delivered by Guarantor and constitutes the valid and binding obligation of Guarantor.

GUARANTY AND AGREEMENTS

- 3.1 **Guaranty.**

(A) [REDACTED]

(B) [REDACTED]

(1) [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(2) [REDACTED]

(3) [REDACTED]

(4) [REDACTED]

3.2 [REDACTED]

[REDACTED]

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

(F) [REDACTED]

(G) [REDACTED]

(H) [REDACTED]

(I) [REDACTED]

[REDACTED]

[REDACTED]

-
- 3.3
- 3.4
- 3.5
- 3.6
- (A)
- (B)
- 3.7
- 3.8
- 3.9

Confidentiality. Beneficiary shall keep this Guaranty confidential, and shall not provide copies of this Guaranty or to disclose its specific terms to any Person without the prior written consent of Guarantor except in the following events:

(A) Beneficiary may disclose to the applicable court in connection with any proceedings under this Guaranty.

- (B) To the extent that it is required to disclose the same pursuant to any regulation, law or order of any court or regulator of competent jurisdiction, or any procedure for disclosure of documents in any proceedings before such court (including any proceedings to enforce this Guaranty) or in regulatory proceedings, or pursuant to any law or regulation having the force of law; provided that, to the extent legally permissible, Beneficiary shall give Guarantor advance written notice of its intention to disclose the same based on that requirement and a reasonable amount of time consistent with the requirement pursuant to which disclosure is to occur in which to seek adequate protective orders.
- (C) Beneficiary's Affiliates that are direct or indirect shareholders, directors, officers, employees, independent auditors, legal counsel and other professional advisors subject to all of the following:
 - (1) They have a need to know.
 - (2) They are informed of (a) the confidential nature of the Guaranty and its specific terms, and (b) their duty to maintain the confidentiality pursuant to the terms of this Guaranty.
 - (3) Prior to any disclosures they have agreed to be bound by such duty of confidentiality.

GENERAL PROVISIONS

4.1 **Governing Law.** This Guaranty is governed by and interpreted under the laws of the State of Delaware, without regard to its choice of law rules.

4.2 **Notices.**

- (A) All notices and other communications to Guarantor or Beneficiary required or permitted under or related to this Guaranty must be in writing and delivered by mail (postage prepaid), or by hand delivery to the address of the party receiving the notice set out below. Notices and other communications may also be delivered by email sent to the email address of the receiving party set out below, *provided that* the original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery.

To Guarantor:

Brightmark RNG Holdings, LLC
1725 Montgomery Street, Floor 3
San Francisco, CA 94111
Attention: General Counsel
Email Address: legal@brightmarkenergy.com

With a copy to:

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard

Suite 1100
Austin, TX 78701
Attention: Becky Diffen
Email: becky.diffen@nortonrosefulbright.com

To Beneficiary:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: Tim O'Connor
Email Address: TO'Connor@tecoenergy.com

With a copy to:

Peoples Gas System
702 N. Franklin Street
Tampa, FL 33601
Attention: General Counsel

- (B) Guarantor or Beneficiary may change its contact information by giving notice to each other.
 - (C) Notices or communications are effective when received by the recipient during the recipient's regular business hours. Notices or communications received out of the recipient's regular business hours will be deemed received on the next succeeding day on which commercial banks are open for the transaction of business in the city specified in the address for notice provided by the recipient.
 - (D) Notices or communications which do not comply with the requirements of this Guaranty are ineffective, and do not impart actual or any other kind of notice.
- 4.3 **Banking Days; Payments.** If any date on which a payment is to be made, notice is to be given or other action taken under this Guaranty is not a Banking Day, then such payment, notice or other action will be made, given or taken on the next succeeding Banking Day in such place, and in the case of any payment, no interest will accrue for the delay. All amounts required to be paid under this Guaranty will be paid in United States Dollars.

4.4 [REDACTED]

4.5 **Guaranty for Benefit of Beneficiary.** This Guaranty is entered into by Guarantor for the benefit of Beneficiary. Nothing contained in this Guaranty may be deemed to create any right in, or permit any Person to enforce or make any claim under this Guaranty or to be in

whole or in part for the benefit of any Person other than Guarantor, Beneficiary and their respective permitted successors and assigns.

4.6 **Term.** This Guaranty will terminate and be of no further force and effect upon the earliest to occur of the following events:

(A) [REDACTED]

(B) [REDACTED]

(C) [REDACTED]

(D) [REDACTED]

(E) [REDACTED]

4.7 **Amendments.** No amendment to this Guaranty is effective unless made in writing and is signed by each of Guarantor and Beneficiary.

4.8 **Headings.** The Section headings of this Guaranty are for convenience only and do not affect the construction of this Guaranty.

4.9 **Partial Invalidity.** The invalidity of any one or more phrases, sentences, provisions or Sections in this Guaranty will not affect the validity or enforceability of the remaining portions of this Guaranty or any part of this Guaranty.

4.10 **Waivers and Remedies.**

(A) No waiver of this Guaranty terms, provisions or conditions is effective unless made in writing and is signed by each of Guarantor and Beneficiary.

(B) No failure or delay by Beneficiary in exercising any right, power or privilege under this Guaranty will operate as a waiver nor will any single or partial exercise preclude any other or further exercise or the exercise of any other right, power or privilege.

- (C) The remedies provided under this Guaranty are cumulative and not exclusive of any remedies provided by law.
- 4.11 **Entire Agreement.** This Guaranty constitutes the entire agreement and understanding of the parties with respect to the subject matter under this Guaranty and supersedes all oral statements and prior writings with respect to it.
- 4.12 **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.
- 4.13 **Cumulative Rights.** Each right, remedy and power hereby granted to Beneficiary or allowed it by applicable law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Beneficiary at any time or from time to time.
- 4.14 **Severability.** If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.
- 4.15 **Counterparts.** This Guaranty may be executed in any number of counterparts, each of which will be deemed an original, and which together constitute one and the same instrument. The exchange of signature pages by facsimile or email constitutes execution and delivery of this Guaranty.


The remainder of the page intentionally left blank.

This Guaranty has been executed by duly authorized officer of Guarantor and Beneficiary, respectively,
as of the date first above written.

GUARANTOR:
BRIGHTMARK RNG HOLDINGS LLC

BENEFICIARY:
PEOPLES GAS SYSTEM

Signature:



Name: Zeina El-Azzi

Title: Vice President

Signature:

Name:

Title:

Signature:

Name:

Title:

This Guaranty has been executed by duly authorized officer of Guarantor and Beneficiary, respectively,
as of the date first above written.

GUARANTOR:
BRIGHTMARK RNG HOLDINGS, LLC

BENEFICIARY:
PEOPLES GAS SYSTEM

Signature:

Name:

Title:

Signature:

Timothy O'Connor

to'connor@tecoenergy.com

Name: Timothy O'Connor

Title: VP, Sustainability

Signature:

Lew Rutkin

lrutkin@tecoenergy.com

Name: Lew Rutkin

Title: VP, Business Development

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 8
BATES PAGE(S): 374 - 375
FILED: MARCH 3, 2023**

8. Paragraph 21.a. of the instant petition notes:

Peoples will extend its gas service facilities to receive, compress, and transport RNG produced at Larson Dairy to an interstate pipeline. Peoples will also provide transportation service to Brightmark to deliver gas to the interstate pipeline.

- a. Please identify the Brightmark Project-related pipelines which are, or will be, built by Peoples Gas System, Inc.
- b. Please specify which of the following account(s) will be used to book the plant assets discussed in Question 7.a. and explain your response:

Account 376.00 – Main Steel
Account 376.02 – Main Plastic
Account 380.00 – Services Steel,
Account 380.02 – Service Plastic, and
Account 366.01 – RNG Plant Leased – 15 Years

- A.**
 - a. The North RNG facility pipeline is comprised of approximately 19,738 feet of 6" High-Density Polyethylene (HDPE) pipeline installed between the digester at Barn 3 to the RNG equipment at Barn 4 of Larson Dairy ("Dairy"). The South RNG facility pipeline is comprised of approximately 5,445 feet of 6" High-Density Polyethylene (HDPE) pipeline installed between the digester at Barn 8 to the RNG equipment located at Barn 5 of the Dairy. Additionally, Peoples Gas System, Inc. has installed 2,303 feet of 2" steel pipeline from the processing facility located at the Barn 3 Digester to the Florida Southeast Connection Pipeline (FSC) interconnect, and Peoples Gas System, Inc. installed approximately 7,282 feet of 4" High-Density Polyethylene (HDPE) pipe from the processing facility located at the Barn 5 Digester to the new FGT pipeline interconnect location, including measurement, testing, and compression equipment at each interconnect site.
 - b. There is no Question 7.a. The company's response assumes that Question 8.a. was the intended reference. The pipelines connecting the digesters to the RNG conditioning facilities will be booked to Account 336.01 RNG Plant Leased – 15 years. As previously mentioned in the company's response to Data Request No. 5. a.,

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 8
BATES PAGE(S): 374 - 375
FILED: MARCH 3, 2023**

piping to transport conditioned RNG (otherwise referred to as the "pipeline extension") from the RNG conditioning facilities to the interstate pipeline will be booked to Account 376.00 Main Steel.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 9
BATES PAGE(S): 376
FILED: MARCH 3, 2023**

- 9.** Referring to Paragraph 21.b. of the instant petition:
- a. Please confirm that the “anerobic digesters” referenced in the paragraph are actually the anaerobic digesters.
 - b. If Larson Dairy Farm is an existing customer of Peoples Gas System, Inc., please identify the service (tariffed and otherwise) and related facilities.
 - c. Of the amount of natural gas resulting from the Brightmark Project, please identify the respective percentage for that which will be used by Larson Dairy Farm, and that which will be delivered to the interstate pipeline.
- A.**
- a. Yes, “anaerobic” is the correct spelling of the asset referenced in this paragraph.
 - b. Larson Dairy Farm is not an existing customer of Peoples Gas System, Inc.
 - c. Brightmark retains ownership of the gas at the site. Peoples Gas System, Inc. is not a party to the gas or gas rights.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 10
BATES PAGE(S): 377 - 378
FILED: MARCH 3, 2023**

10. Paragraph 21.d. of the instant petition states:

Brightmark will pay Peoples a combination of monthly payments designed to recover Peoples' investment in the line extension and biogas collection and conditioning equipment, plus a reasonable return, as contemplated by Peoples' RNG Tariff.

- a. Please elaborate on the phrase "a combination of monthly payments."
 - b. Please clarify whether the line extension is included in the RNG plant that Peoples Gas System, Inc. is purchasing from Brightmark and then leasing back to Brightmark for a 15 year period as stated in Paragraph 21.c. of the instant petition. If not, please identify the projected/actual cost of the line extension and the cost recovery plan for the same.
 - c. Please explain the relationship between the cost recovery through the aforementioned monthly payments and the accumulative depreciation of the petitioned Account 366.01.
 - d. Referring back to Peoples Gas System, Inc.'s response to Question 5.b., if it is affirmative, please explain whether, and how, the aforementioned monthly payments will be used to fully offset the Account 366.01-related base rate amounts paid by the general body of PGS's customers.
- A.**
- a. Payments under the RNGSA are memorialized in Articles VII and VIII. Payments under the Lease Agreement are memorialized in Section 3 of the Lease agreement filed pursuant to Response.
 - b. No. The line extension is not included in the proposed RNG plant that Peoples Gas System, Inc. is purchasing from Brightmark. The projected cost of the line extension is \$7,761,371. Peoples Gas System, Inc. is building the pipeline extension and plans to recover the investment in the pipeline extension over a 15-year period through the Monthly Service Charge. Although both the leased RNG Plant and the pipeline extension are recovered through the Monthly Service Charge, the distinction between the two is that Peoples Gas System, Inc. will own the pipeline extension in perpetuity whereas the leased RNG Plant will not be owned by Peoples Gas System, Inc. upon expiration of the 15-year term.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 10
BATES PAGE(S): 377 - 378
FILED: MARCH 3, 2023**

- c. The cost recovery over a 15-year period through the monthly payments or Monthly Service Charge reflects an assumed depreciation expense over a 15-year-period, which is consistent with the proposed service life for the petitioned Account 366.01
- d. As stated in Peoples Gas System, Inc.'s RNG tariff, First Revised Sheet No. 7.404, the Monthly Service Charge recovers the total installed cost of the related RNG facilities, as determined by the company, and a reasonable rate of return on the facilities. The recovery of the installed costs is the recovery of depreciation expense on the RNG assets in Account 336.01 over the 15-year service life with zero net salvage. The reasonable rate of return is based on the company's rate of return earned at the time the agreements were negotiated and executed, which was 2021.

11. Paragraph 21.f. of the instant petition states:

At the end of the 15-year lease term, Brightmark is obligated to purchase the leased RNG plant from Peoples for \$1 and is responsible for any costs related to dismantling, decommissioning, and removing the leased RNG plant.

Please clarify whether the line extension stated in Paragraph 21.d. of the petition is included in the aforementioned \$1 RNG plant buy-back.

- A.** The line extension is owned by Peoples Gas System, Inc. and would not be included in the \$1 buy back.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 12
BATES PAGE(S): 380 - 381
FILED: MARCH 3, 2023**

- 12.** Referring to Paragraph 22 of the instant petition:
- a. Please identify the amount of “PGS’s entire investment” referenced in this paragraph.
 - b. Please explain the “enhanced resiliency” resulting from the Brightmark Project that will be received by the general body of PGS’s ratepayers.
 - c. Please explain the “economic benefits” resulting from the Brightmark Project that will be received by the general body of Peoples Gas System, Inc.’s ratepayers.
 - d. Would the benefits listed in this paragraph also accrue to Peoples Gas System, Inc.’s general body of ratepayers if Brightmark simply retained ownership and operation of the facility it has built? Please explain.
 - e. Please explain the advantages to Brightmark of the lease-based contract.
- A.**
- a. Peoples Gas System, Inc. estimated entire investment includes RNG Plant Leased of \$35,668,592 that will be in Account 336.01 and the line extension of \$7,761,351 that will be in Account 376.00.
 - b. Peoples Gas System, Inc. previously described the benefits of RNG in the Direct Testimony of Timothy O’Connor as filed in the company’s 2020 general rate case. See DN 02971-2020, filed June 8, 2020 in Docket No. 20200051-GU. There, Witness O’Connor stated:

“RNG represents a well-rounded opportunity for Peoples to deliver economic development, local natural gas supply, high resiliency and environmental benefits to the state. The capture and conditioning of biogas from landfills, wastewater treatment facilities and farms creates a new revenue stream for those entities. Instead of venting the biogas directly to the atmosphere or flaring it, the biogas from these facilities can be captured, conditioned and injected into the Florida natural gas pipeline system. RNG allows Peoples to procure clean gas from these locations in Florida, replacing gas that would otherwise be supplied from outside the state originating from traditional

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 12
BATES PAGE(S): 380 - 381
FILED: MARCH 3, 2023**

natural gas sources. Having localized and distributed supply increases supply certainty, diversity and overall resiliency, as it mitigates any pipeline or upstream supply disruption potentialities. Finally, RNG is renewable energy. RNG provides a lower carbon option for consumers and can be a key element in a comprehensive statewide environmental energy solution. Peoples is actively developing and supporting RNG activities across Florida and seeks to play a leading role in its development given its extensive existing pipeline system.”

The Brightmark Project will benefit Peoples Gas System, Inc. general body of ratepayers by creating an in-state supply of RNG that will be injected into interstate transmission pipelines, thereby increasing supply resiliency and providing a lower-carbon source of gas within the state. It will also result in economic benefits in the form of a new in-state RNG production facility.

- c. See the response to Subpart b above.
- d. Peoples Gas System, Inc. cannot speak for Brightmark’s development team.
- e. In being new to the Florida market, Brightmark is benefiting from developing this project with Peoples who has extensive experience operating as a utility in Florida.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 13
BATES PAGE(S): 382 - 385
FILED: MARCH 3, 2023**

- 13.** Referring to Footnote 8 on page 6 of the petition:
- a. Please identify all the Brightmark project-included assets which are not owned by PGS, if any.
 - b. Will the “buildings and building improvements” be booked to the petitioned Account 366.01, or the existing Account 390.02 – Structures & Improvements Leases? Please explain.
 - c. Please elaborate on the “owners costs” in the context of the instant petition.
 - d. Please explain how the Brightmark Project-related “installed project costs” will be recovered.
 - e. Please identify the costs (2023 dollars) of each of the functions listed in the footnote associated with the RNG facilities installed.
 - f. Please provide the annual costs (revenue requirement) of the facilities assuming a 15-year life for the biogas collection and conditioning equipment.
 - g. Please provide the annual costs (revenue requirement) of the facilities assuming the expected life of the plant assets, and identify such lives.
- A.**
- a. There are none.
 - b. Yes, this will be charged to Account 336.01 along with the rest of the RNG assets.
 - c. Estimated “owners costs” are set out in Exhibit D to the project Purchase and Sale Agreement.
 - d. Recovery of the installed project costs will be achieved through a Monthly Service Charge under Peoples Gas System, Inc.’s RNG tariff over the 15-year contract term. As stated in the company’s response to Data Request 6.c, the company will recover the full revenue requirements, including a reasonable return, over the 15-year service life of the project. The Monthly Service Charge related to the recovery of revenue requirements on assets in proposed Account 336.01 will

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 13
BATES PAGE(S): 382 - 385
FILED: MARCH 3, 2023**

be recorded in FERC Account 412, Revenues from gas plant leased to others.

- e. Please see the Purchase Price Allocation included on Exhibit D to the Purchase and Sale Agreement for approximate costs by function.
- f. Assuming the 15-year service life for depreciation expense, \$35,668,592 installed cost and the company's current approved AFUDC cost of capital rate of 6.00% in FPSC Order PSC-2021-0212-CO-GU, the projected annual revenue requirements over the 15-year term of the agreement is shown in the below table. The price the company will charge the customer through the Monthly Service Charge will recover these revenue requirements over the life of the contract. In addition, setting the company's revenue requirements based on the proposed Account 336.01 15-year service life depreciation rate adheres to the matching principle of cost recovery from the customer with expenses recognized in revenue requirements.

<u>Year</u>	<u>Annual Revenue Requirement (\$000s)</u>
2023	\$3,789
2024	\$4,819
2025	\$4,640
2026	\$4,462
2027	\$4,283
2028	\$4,104
2029	\$3,926
2030	\$3,748
2031	\$3,569
2032	\$3,391
2033	\$3,212
2034	\$3,033
2035	\$2,855
2036	\$2,676
2037	\$2,498
2038	\$251

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 13
BATES PAGE(S): 382 - 385
FILED: MARCH 3, 2023**

- g. Absent having the Brightmark contract terms limiting the service life to Peoples Gas System, Inc. to an absolute 15-year period, the RNG facilities expected life would be the same 30-year average service life as what is used for account 336.00 RNG Plant, but would have remained as an asset under Account 104, Gas plant leased to others. Assuming the 30-year service life for depreciation expense, \$35,668,592 installed cost, 6.7% depreciation rate and the company's current approved AFUDC cost of capital rate of 6.00% in FPSC Order PSC-2021-0212-CO-GU, the projected annual revenue requirements over the 15-year term of the agreement is shown in the below table. In addition, at the end of the 15-year term, the RNG plant asset in Account 104 would not be fully depreciated and have a net book value of approximately \$17.5 million. Since there is a requirement to sell the RNG plant to Brightmark for \$1 at the end of the term, there would be additional revenue requirements at the end of the 15-year term for the future general body of ratepayers as described below.

The FERC Uniform System of Accounts for Natural Gas Companies guidance for Account 104, "Gas plant leased to others" states the following:

"A. This account shall include the original cost of gas plant owned by the utility but leased to others as operating units or systems, where the lessee has exclusive possession."

The RNG Plant Leased to Brightmark meets the FERC guidance for Gas plant leased to others as an operating unit or system where the lessee has exclusive position.

Regarding sales of an operating unit or system, FERC "Gas Plant Instructions" section 5. F. provides the following guidance:

"F. When gas plant constituting an operating unit or system is sold, conveyed, or transferred to another by sale, merger, consolidation, or otherwise, the book cost of the property sold or transferred to another shall be credited to the appropriate utility plant accounts, including amounts carried in account 114, Gas Plant Acquisition Adjustments. The amounts (estimated if not known) carried with respect thereto in the accounts for accumulated provision for depreciation, depletion, and amortization and in account 252, Customer Advances for Construction, shall be charged to such accounts and the contra

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 13
BATES PAGE(S): 382 - 385
FILED: MARCH 3, 2023**

entries made to account 102, Gas Plant Purchased or Sold. Unless otherwise ordered by the Commission, the difference, if any, between (a) the net amount of debits and credits and (b) the consideration received for the property (less commissions and other expenses of making the sale) shall be included in account 421.1, Gain on Disposition of Property, or account 421.2, Loss on Disposition of Property. See account 102, Gas Plant Purchased or Sold.)”.

Following FERC guidance for sale of an operating unit or system, the sale of the RNG plant at the end of the 15-year term for \$1 would result in Peoples Gas System, Inc. recording a Loss on Disposition of Property for approximately \$17.5 million. In addition, per page 7 of FPSC Order 03-038-FOF-GU, Docket No. 020384-GU related to Peoples Gas System, Inc.’s 2003 rate case, the Commission ordered that “All future gains and losses on the disposition of utility plant shall be amortized over 4 years” . Therefore, the \$17.5 million loss on sale of the assets in Account 336.01 would be amortized over a 4-year period.

<u>Year</u>	<u>Annual Revenue Requirement (\$000s)</u>
2023	\$2,863
2024	\$3,756
2025	\$3,666
2026	\$3,576
2027	\$3,485
2028	\$3,394
2029	\$3,303
2030	\$3,213
2031	\$3,122
2032	\$3,032
2033	\$2,941
2034	\$2,851
2035	\$2,760
2036	\$2,670
2037	\$2,579
2038	\$421
2038 (loss on sale amort.)	\$3,641
2039 (loss on sale amort.)	\$4,369
2040 (loss on sale amort.)	\$4,369
2041 (loss on sale amort.)	\$4,369
2042 (loss on sale amort.)	\$728

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 14
BATES PAGE(S): 386
FILED: MARCH 3, 2023**

- 14.** Please refer to Paragraph 22 and Footnote 8 for the questions below:
- a. Is it correct that Peoples Gas System, Inc. owns the Brightmark Project, but Brightmark is the responsible party for the construction, the associated risk, the operation and maintenance, the investment, and the investment return of the Project? Please explain your response.
 - b. What will be the role of Peoples Gas System, Inc.'s general body of ratepayers in terms of the cost-recovery of the Brightmark Project?
- A.**
- a. Yes, this is a correct statement. The PSA memorializes the sale and lease back transaction. As noted above, Peoples Gas System, Inc. will receive a reasonable rate of return via the payments on the Lease and the RNGSA.
 - b. See company response to Data Request No. 6c.

- 15.** Rule 25-7.045, F.A.C., (the Rule) provides two methods of determining depreciation lives, including the remaining life rate and the whole life rate. The proposed depreciation rate per Peoples Gas System, Inc. petition does not comport with either definition. However, Rule 25-7.045 (4)(i), F.A.C., states that utilities may submit additional studies or methods for consideration by the Commission. If applicable, please explain how the proposed depreciation rate for the proposed subaccount in the instant proceeding is reflective of “additional studies or methods”. Please describe the additional study or method in full.
- A.** See company response to Data Request No. 2.

**PEOPLES GAS SYSTEM, INC.
DOCKET NO. 20220212-GU
STAFF'S FIRST DATA REQUEST
REQUEST NO. 16
BATES PAGE(S): 388
FILED: MARCH 3, 2023**

- 16.** Please provide a drawing to depict the interconnections among the plant assets referenced in Paragraphs 20, 21, and Footnote 8 of the instant petition. In this drawing, please depict all assets, including, but not limited to, the pipelines Peoples Gas System, Inc. will extend, the anaerobic digesters, the biogas upgrade facilities, the facilities to collect and condition biogas at Larson Dairy, the RNG plant, and the interstate pipeline. For each of the key components of the drawing, please clearly identify the entity (Peoples Gas System, Inc., Brightmark, or third party) by which that component is built and is owned (within and after the 15-year term of the “series of agreements with Brightmark” discussed in Paragraph 20 of the petition), respectively.
- A.** The PSA for the project includes engineering plans for the project. Peoples Gas System, Inc. considers these plans to be proprietary confidential business information and will produce the unredacted versions of these pages subject to a separate request for confidential classification.