

ENVIRONMENTAL ATTRIBUTE AGREEMENT

This **ENVIRONMENTAL ATTRIBUTE AGREEMENT** (this “**Agreement**”) is made and entered into effective as of August 17, 2021 (“**Effective Date**”), by and between TruStar Energy LLC, a Delaware limited liability company (“**TruStar**”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“**City**”) (each a “**Party**” and collectively, the “**Parties**”). All defined terms not specifically defined in the Recitals shall be as defined in Section 1.1 herein.

RECITALS

WHEREAS, TruStar is a marketer of Biogas, Biogas-derived CNG, and the Environmental Attributes associated therewith; and

WHEREAS, City dispenses compressed natural gas for use as a Vehicle Fuel at a Station that it operates; and

WHEREAS, in accordance with the RFS, LCFS, and other applicable Law, TruStar desires to ascribe the Environmental Attributes to the CNG dispensed by City for use as Vehicle Fuel such that the CNG is Biogas-derived CNG, and in order for the Environmental Attributes to be properly generated and for TruStar to receive the benefits thereof, (i) TruStar needs certain documentation evidencing the dispensing of the Biogas-derived CNG as a Vehicle Fuel, and (ii) City desires and is willing to provide such documentation; and

WHEREAS, in exchange for the ascription of the Environmental Attributes to the dispensing of such CNG and provision of related documentation to TruStar as provided herein, City will receive a Gas Discount from TruStar.

NOW, THEREFORE, in consideration of the premises and the respective promises, conditions and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TruStar and City do hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 **Definitions.** Unless the context specifically indicates otherwise, for purposes of this Agreement, including the foregoing Recitals, the following terms shall have the meanings indicated below:

- a. “**Biogas**” means methane derived from various sources, processed at the Station, and measured in MMBtu that:
 - i. meets the qualifications for D3 RINs (i.e., cellulosic biofuel) under the EPA’s RFS regulations;
 - ii. meets the definition of biogas or biomethane as defined by the RFS and LCFS regulations; and

- iii. meets the common carrier pipeline gas quality specifications as provided by the local utility or transmission company for the applicable injection point.
- b. **“Biogas-derived CNG”** has the meaning set forth in the recitals.
- c. **“Business Day”** means any day except Saturday, Sunday or any other day on which commercial banks located in New York, NY are authorized or required by Law to be closed for business.
- d. **“Change in Law”** means any amendment, modification, superseding act, deletion, addition, change in or to, issuance or passage of any new Law, that occurs after the date hereof.
- e. **“CARB”** means the California Air Resources Board or its successor agency.
- f. **“CNG”** has the meaning set forth in the recitals.
- g. **“Contract Year”** means the period commencing with the Start Date and each anniversary of same for the Term of the Agreement.
- h. **“Delivery Point”** is the interconnection where title, custody and control over the natural gas is passed to City.
- i. **“Environmental Attributes”** mean any and all credits, allowances, benefits, attributes, aspects, characteristics, claims, reductions, offsets, reporting rights and allowances, or similar benefits of any type associated with the avoidance of fossil fuel consumption, greenhouse gas emissions or lifecycle greenhouse gas emissions, other pollutant emissions and other environmental benefits, howsoever entitled or named, including all such attributes required to generate credits under any federal, state, local or other law now in effect, or as subsequently amended, enacted or adopted at Law, attributable to biogas resources, renewable natural gas and/or natural gas, including but not limited to RINs (as defined below), any state low carbon fuel standards including but not limited to LCFS (as defined below), carbon offsets, carbon allowances, and renewable energy credits or similar fuels programs or benefits. Notwithstanding the foregoing, TruStar will retain the ability to generate Environmental Attributes, including but not limited to RINs and LCFS credits, as further described herein; and City will retain the ability to receive any federal or state fuel tax incentives or credits associated with the use of CNG/RNG as vehicle fuel.
- j. **“EPA”** means the U.S. Environmental Protection Agency or its successor agency.
- k. **“Force Majeure Event”** means any act, event, condition or circumstance, whether foreseeable or unforeseeable, that is not reasonably within the control of, does not result from the fault or negligence of, and would not have been avoided or overcome by the exercise of reasonable diligence by, the Party claiming Force Majeure and that prevents or delays that Party’s performance of any one or more of its obligations under this Agreement (except for the performance of any payment obligation). A Party’s inability economically to perform its obligations hereunder does not constitute an event of Force Majeure.
- l. **“Default”** has the meaning set forth in Section 4.1.

m. **"Gasoline Gallon Equivalent"** or **"GGE"** equals 128,142 Btu. Conversely, 1 MMBtu equals 7.8 GGEs.

n. **"Gas Payment Amount"** has the meaning set forth in Section 2.7 herein.

o. **"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, interpretive guidance, other requirement or rule of any governmental authority, including but not limited to the RFS and LCFS (defined below).

p. **"Low Carbon Fuel Standard"** or **"LCFS"** means the regulatory program and policies established under the California Low Carbon Fuel Standard Regulation as set forth in Title 17, California Code of Regulations (CCR), § 95480 et seq., and each successor regulation, as the same may be from time to time amended, modified or restated.

q. **"LCFS Credits"** means credits generated pursuant to and in accordance with the LCFS, with each credit equal to one metric ton of carbon dioxide reductions as compared to the baseline CO₂ emissions under the LCFS.

r. **"Renewable Fuel Standard"** or **"RFS"** means the EPA's Renewable Fuel Standard regulations as set forth in 40 C.F.R. § 80.1400 et seq., as amended from time to time.

s. **"RINs"** mean any Renewable Identification Numbers generated to represent a volume of renewable fuel as set forth in the RFS.

t. **"Start Date"** means the first date of commercial operation of the Station.

u. **"Station"** or **"Stations"** means those CNG Station(s) of City described in Appendix A hereto, as the same may be amended from time to time by written agreement of the Parties.

v. **"Targeted CNG Dispensing Amount"** means, with respect to each 12 month period commencing on the Start Date, 110,000 GGE or 14,103 MMBtu.

w. **"Term"** has the meaning set forth in Section 2.1 herein.

x. **"Vehicle Fuel"** means CNG used in motor vehicles as a transportation fuel in accordance with the RFS and LCFS and that has been ascribed Environmental Attributes associated with Biogas such that it is Biogas-derived CNG.

ARTICLE 2

PERFORMANCE OBLIGATIONS

2.1 **Term.** This Agreement shall commence on the Effective Date and continue for the next succeeding 120 months (the **"Initial Term"**), provided that the Initial Term may be extended by the City at its option, for up to an additional three (3) one year renewals (each such period a **"Renewal Period"**), exercisable by a written notice to TruStar from the City Manager and the City Attorney no less than 60 days prior to the end of the then applicable Initial Term or Renewal

Period, as the case may be, unless this Agreement is terminated earlier in accordance with the provisions hereof. The Initial Term plus any Renewal Periods are referred to as the "**Term**."

2.2 Generation of Environmental Attributes.

2.2.1 During the Term, TruStar will have the right and responsibility, at TruStar's cost and expense, to generate and monetize any and all regulatory or voluntary credits, including RINs and LCFS Credits, from Environmental Attributes, howsoever entitled, associated with the use of Biogas-derived CNG associated with the Station's dispensing of Vehicle Fuel.

2.2.2 TruStar will retain the value of any Environmental Attributes and associated credits it generates from the use of Biogas associated with the Stations' dispensing of Vehicle Fuel.

2.2.3 City hereby disclaims any interest in, and represents and warrants that it has not and will not grant any interest in, any Environmental Attributes that are or may be attributed to Vehicle Fuel dispensed at the Station during the Term.

2.2.4 The Parties acknowledge and agree that (i) the generation and validity of the Environmental Attributes is contingent upon the Parties' compliance with applicable Law and with the Parties' respective obligations set forth herein, (ii) as such, the Parties will comply with the applicable requirements of the RFS, LCFS and other applicable Law, and will duly perform their respective obligations hereunder.

2.3 Target CNG Dispensing Amount . Upon the Start Date, within 60 days of each annual anniversary thereof (a) to the extent that the Vehicle Fuel dispensed at the Station(s) exceeds the Targeted CNG Dispensing Amount, TruStar shall pay the Gas Payment Amount (pursuant to Section 2.7) to the City, and (b) to the extent that the Vehicle Fuel dispensed at the Station(s) is less than the Targeted CNG Dispensing Amount, the City shall pay the Gas Payment Amount (pursuant to Section 2.7) to TruStar, in each case, as measured on a therm or MMBtu basis based on information provided to TruStar by the local gas utility or directly from utility billing information.

2.4 Supporting Documentation. On or before the fifth (5th) Business Day following the end of each month, or as soon as available to City, City will provide TruStar with supporting documentation evidencing all volumes of natural gas procured at the Delivery Point from TruStar and the total volume of Biogas-derived CNG dispensed as Vehicle Fuel as detailed in Section 2.5.2. Supporting documentation includes metering tickets, contracts and all required affidavits, including without limitation, an affidavit in a form substantially similar to that which is set forth as Appendix C hereto. Within 30 days of last day of each calendar quarter, TruStar will provide City with supporting documentation related to compliance with the Target CNG Dispensing Amount obligations in Section 2.3 above.

2.5 Registrations and Approvals.

2.5.1 TruStar Obligations. TruStar is responsible, at its cost and expense, for

obtaining any registrations and approvals that are necessary to generate RINs (i) from the EPA, including all company and facility registrations (the “**EPA Approvals**”), and (ii) from any and all applicable state-level or local-level authorities, including CARB (the “**State Approval**”, and collectively with the EPA Approvals, the “**Approvals**”).

2.5.2 City Obligations. City shall cooperate with TruStar in TruStar’s efforts to secure and maintain the EPA Approvals and State Approval, to ensure the validity of any Environmental Attributes generated in connection with this Agreement, and to comply with any related reporting and record keeping requirements. Such cooperation on the part of City includes, but is not limited to:

- (i) Obtaining a supply of natural gas from the applicable utility or other source to the Station;
- (ii) Providing documentation (such as contracts and affidavits) to support [federal and] state-level credit generation, including but not limited to the LCFS, where applicable, including documentation regarding transfer of title, volume, energy content, the dispensing of Biogas-derived CNG for use as a Vehicle Fuel, and any other data or information required by the RFS or applicable state-level credit program including but not limited to the LCFS, such information to be provided by City to TruStar within five (5) Business Days of receipt of same from City’s gas source;
- (iii) Promptly responding to requests for attestations related to the EPA Approvals and State Approval;
- (iv) Providing access to the Station and any other locations and records relevant to securing the Approvals, determining the volumes of natural gas procured by City for dispensing and that are dispensed at the Station, or for any other compliance requirements imposed pursuant to any applicable state or federal rule, regulation or guideline for RIN or LCFS credit generation purposes and upon reasonable request by TruStar; such access to be granted no later than five (5) Business Days after such request; and
- (v) Maintaining all such records set forth in this Section 2.5.2 during the Term and for a period of five (5) years after the expiration of the Term or for such longer period if requested by TruStar.

2.6 Exclusivity. City hereby grants TruStar the exclusive rights to the Station during the Term to supply Biogas so long as this Agreement is in effect.

2.7 Gas Payment Amount.

2.7.1 In the event that the City exceeds the Targeted CNG Dispensing Amount for each 12 month period during the Term (each such 12 month period, an “**Annual Measurement Period**”), TruStar shall pay to the City, within 90 days of the end of such 12 month period an amount equal to \$0.67 per GGE (\$5.23 per MMBtu) for each GGE (or 7.8 MMBtus) above the Targeted CNG Dispensing Amount that the City dispensed during each such Annual Measurement Period.

2.7.2 In the event that the City fails to dispense at least the Targeted CNG Dispensing Amount for each Annual Measurement Period, the City shall pay to the TruStar, within 90 days of the end of such 12 month period an amount equal to \$0.67 per GGE (\$5.23 per MMBtu) for each GGE (or 7.8 MMBtus) below the Targeted CNG Dispensing Amount that the City failed to so dispensed during each such Annual Measurement Period.

2.7.3 TruStar's obligations with respect to this Section 2.7 are, in all respects, subject to the last sentence of Section 8.3 hereof.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 City Representations and Warranties.

3.1.1 City represents and warrants that City has all right, title, and interest in and will grant all such interest in the Environmental Attributes associated with the Vehicle Fuel dispensed at the Station to TruStar and will not take any action that would invalidate such Environmental Attributes, including TruStar's ability to generate RINs and other credits derived from Environmental Attributes.

3.2 **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party as of the Effective Date as follows:

3.2.1 Such party is duly organized and validly existing under the applicable Law of the jurisdiction of its formation, organization or incorporation and is in good standing under such applicable Law.

3.2.2 Such party has the corporate, governmental or other legal capacity, authority and power to execute this Agreement, to deliver this Agreement and to perform its obligations hereunder, and has taken all necessary corporate or other action to authorize the foregoing.

3.2.3 The execution, delivery and performance of this Agreement do not violate or conflict with any Law applicable to such party, any provision of such party's constitutional documents, any order or judgment of any court or other agency of government applicable to such party or any of its assets or any contractual restriction binding on or affecting such party or any of its assets.

3.2.4 Such party will cooperate in registering the Station under the RFS and LCFS or other State LCFS program. Such cooperation includes, but is not limited to, providing all requested data and information.

3.2.5 Such party has not and will not take any action that results in the invalidity of RINs or LCFS Credits generated on the Vehicle Fuel sold as transportation fuel at the Station.

ARTICLE 4 DEFAULT AND REMEDIES

4.1 Intentionally omitted.

4.2 Default. (a) A default in respect of this Agreement shall be deemed to occur when, with respect to either party:

(i) A Party breaches any material representation or warranty made in this Agreement by that Party in any material respect, or any material representation or warranty of that Party proves to have been incorrect or misleading in any material respect when made under this Agreement and same is not remedied to the other Party's reasonable satisfaction within thirty (30) days after receipt of written notice thereof; provided however, then, so long as the defaulting Party has begun all reasonable efforts to cure such Default and within ten (10) days after the Notice of Default is diligently pursuing the curing of such Default then the defaulting Party shall have an additional period of twenty (20) days from receipt of such Notice of Default (or sixty (60) days total) within which to cure the Default;

(ii) Except as otherwise provided herein, if a Party fails to perform any material covenant or obligation set forth in this Agreement, the breach or default of which is not otherwise addressed in this Section 4.1, if such failure is not remedied to the other Party's reasonable satisfaction within thirty (30) days after receipt of written notice thereof;

(iii) The failure or omission of either Party to comply with the RFS or LCFS will not constitute a Default for a period of thirty (30) days following receipt of written notice of such failure to perform, so long as such Party has taken and is taking commercially reasonable steps to cure such compliance failure or omission; or

(iv) A Party (a) makes an assignment or any general arrangement for the benefit of creditors; (b) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it; (c) otherwise becomes bankrupt or insolvent (however evidenced); (d) is unable to pay its debts as they fall due; (e) has a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets.

(b) A default in respect of this Agreement shall be deemed to occur when, with respect to TruStar, TruStar fails to make any payment when due under this Agreement within ten (10) Business Days of a written demand therefor.

Each of the foregoing events described in clauses (a)-(b) above shall be referred to

herein as a “**Default.**”

4.3 **Remedies.** Upon the occurrence of a Default with respect to a Party (such party, the “**Defaulting Party**”), the non-defaulting Party (the “**Performing Party**”) shall in its sole discretion and upon five (5) Business Days' notice to the Defaulting Party, be entitled to do any one or more of the following: (i) suspend its performance under this Agreement, (ii) terminate this Agreement effective upon the date of such notice, and (iii) proceed against the Defaulting Party for damages. Notwithstanding the foregoing, in the event that the City fails to timely pay the Gas Payment Amount to TruStar, TruStar may terminate the Agreement on 30 days' written notice to the City, and TruStar's damages shall equal the Targeted CNG Dispensing Amount multiplied by \$0.67 for all of the GGEs (or \$5.23 per MMBtu) of RNG each Annual Measurement Period (or portion thereof) remaining in the Initial Term.

4.4 Except as otherwise expressly limited by the last sentence of Section 4.3, the Performing Party's rights under Section 4.3 are in addition to, and not in limitation or exclusion of, any other rights that it may have (whether by agreement, operation of law, equitable principles or otherwise).

ARTICLE 5 LIMITATION ON DAMAGES

5.1 **Indemnification.** Each Party agrees to protect, defend, indemnify and hold the other Party harmless from and against any and all third party claims, demands, suits, losses, expenses (including reasonable attorneys' fees), damages, fines, penalties, causes of action and liabilities of every type and character, including personal injury or death to any person or loss or damage to any personal or real property (collectively, “**Liability**”), caused by or directly or indirectly arising out of or resulting from the first Party's (i) breach of this Agreement, (ii) negligence or willful misconduct, or (iii) failure to comply with applicable Law in connection with the transactions contemplated herein, except to the extent such Liability results from the other Party's gross negligence or willful misconduct.

5.2. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR, AND EACH OF THE PARTIES WAIVES THE RIGHT TO SEEK, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND.

ARTICLE 6 GOVERNING LAW AND DISPUTE RESOLUTION

6.1 **Governing Law.** This Agreement and all matters arising in connection therewith, including validity and enforcement, shall be governed by, interpreted and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws principles that would result in the application of a different law.

6.2 **Dispute Resolution/Arbitration.** Any dispute or controversy arising under, out of, in connection with, or in relation to this Agreement, and any amendment thereof, shall be determined

and settled by arbitration in the City of Santa Ana by a single arbitrator in accordance with the Rules of the Judicial Arbitration and Mediations Services (“JAMS”) in accordance with its Comprehensive Arbitration Rules and Procedures. Any award rendered therein shall be final and binding upon the parties and their legal representatives and judgment may be entered in any court having jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration, including but not limited to the fees and costs of arbitration.

ARTICLE 7 NOTICES

7.1 **Notices.** Any notice, demand or document that either Party is required or may desire to give hereunder, except to the extent specifically provided otherwise herein, must be (i) in writing and, (ii) given by personal delivery, overnight courier or certified mail, return receipt requested, with the postage prepaid and properly addressed or communicated to such Party at its address shown below, or at such other address as either Party may have furnished to the other by notice given in accordance with this Article. Any notice delivered or made by personal delivery, overnight courier, or mail shall be deemed to be given on the date of actual delivery as shown by the receipt for personal delivery or overnight courier delivery, or the registry or certification receipt for certified mail.

If to TruStar:

TruStar Energy LLC
One North Lexington Avenue
Suite 1450
White Plains, New York 10601

With a copy to:

TruStar Energy LLC
One North Lexington Avenue
Suite 1450
White Plains, New York 10601
Attn: Notice Officer
noticeofficer@fortistar.com

If to City:

Nabil Saba
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988

Santa Ana, California 92702
Fax: 714- 647-5635

ARTICLE 8 MISCELLANEOUS

8.1 **Assignment.** Neither Party shall transfer or assign this Agreement or its rights or interests hereunder, in whole or in part, without the prior written consent of the other Party, which such consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that prior written consent is not required in the event of (i) merger or sale of all or substantially of the ownership interests or assets of TruStar; (ii) a transfer or assignment by either Party to a subsidiary or affiliate together with an assumption of this Agreement by such subsidiary or affiliate; or (iii) a collateral assignment by TruStar to lenders or financing parties or Biogas supply sources in connection with a financing arrangement, in all cases so long as reasonable advance written notice is provided. In the event of any permitted transfer or assignment of this Agreement pursuant to subparagraph (ii) of this paragraph, the assigning Party shall not be released from any of its obligations or liabilities arising under this Agreement prior to such assignment.

8.2 **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the Parties and supersedes all prior oral or written and all contemporaneous oral agreements and understandings between the Parties with respect to the subject matter hereof and thereof. This Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except in writing duly executed by the authorized representative of each Party.

8.3 Change in Law.

UNILATERAL: In the event a legislative, executive, judicial or regulatory body materially changes the law, regulation, or rules and thereby adversely impacts (A) the costs or benefits of this Agreement or (B) Seller's ability to comply with the RFS, CA LCFS or any other applicable Law (any such change, a "**Change in Law**"), then the Parties shall enter into good faith negotiations to amend the Agreement. If, after sixty (60) days of the initiation of such negotiations, the Parties cannot resolve to their mutual satisfaction a mutually agreeable solution to the Change in Law, the Seller has the option to terminate this Agreement on ninety (90) days' written notice to the other Party. In the event that the **Change in Law** eliminates RINs or LCFS credits, the corresponding gas discount shall no longer applicable.

8.4 **No Waiver.** Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege hereunder will operate as a waiver of such right, remedy, power or privilege. No waiver of any right, remedy, power or privilege with respect to any occurrence will be construed as a waiver of such right, remedy, power or privilege with respect to any subsequent or other occurrence.

8.5 **Permitted Designee.** Any references to "TruStar" herein shall also include reference to any designee of TruStar, with respect to (i) the generation, transfer and ownership of the Environmental Attributes, (ii) registration with the EPA or applicable state-or local-level regulating body, (iii) the provision of support services related to a State Approval, and (iv) all City

obligations set forth in Section 2.5.2; provided that TruStar shall remain responsible for its obligations hereunder, notwithstanding delegation of performance to a designee. During the Term, TruStar shall retain a qualified third-party vendor to maintain a Quality Assurance Program (“QAP”) under each of the Renewable Fuel Standard and Low Carbon Fuel Standard. Each Party shall have the right to annually inspect, audit, copy and verify the books and records of the other Party pertaining to the transactions that are the subject matter of this Agreement. at the office of the other Party where such records are maintained, during normal business hours, upon ten (10) Business Days’ advance written notice.

8.6 **Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law, such provision will be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid. The remainder of this Agreement will not be invalidated by such applicable law and will be given effect so far as possible, provided that each Party can continue to fulfill its obligations and enjoy its material rights and benefits hereunder.

8.7 **Successors and Assigns and No Third-Party Beneficiaries.** This Agreement is for the exclusive benefit of the Parties, and no other person or entity will have any right or claim against any Party under any of the terms or provisions of it or be entitled to enforce any of the terms or provisions of it against any Party. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

8.8 **Counterparts.** This Agreement may be executed by TruStar and City in counterparts and delivered by facsimile or electronic transmission, each of which so delivered shall be considered an original counterpart and shall become a binding agreement when each of TruStar and City has executed one counterpart.

8.9 **Confidentiality.** Except for matters of public record, information already within receiving party’s possession prior to entering into this Agreement, and except to the extent required (through deposition, interrogatory, request for production, subpoena, civil investigative demand or similar process) by a court order or required by applicable law, receiving party agrees to keep confidential all information deemed confidential. If receiving party becomes required, in the manner specified above, to disclose any Confidential Information, receiving party shall provide prompt written notice to disclosing party so that disclosing party may timely seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, receiving party agrees (i) to furnish only that portion of the Confidential Information that is required to be furnished and (ii) to exercise reasonable commercial efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Nothing in this Section shall restrict TruStar from sharing Confidential Information with its Permitted Designees pursuant to Section 8.5 herein, and its commodity suppliers.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by their respective duly authorized representatives.

ATTEST:


Daisy Gomez
Clerk of the Council

CITY OF SANTA ANA

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: 

Jose Montoya
Deputy City Attorney

CONTRACTOR:

Digitally signed by Scott Edelbach
DN: cn=Scott Edelbach, o=TruStar Energy, ou=TruStar
Energy, email=sedelbach@trustarenergy.com, c=US
Date: 2021.02.17 11:22:33 -05'00'

Scott Edelbach
General Manager

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

APPENDIX A
CNG STATION

City of Santa Ana Public Works Agency
Corporate Yard
215 S. Center St.
Santa Ana, CA 92703

INTENTIONALLY OMITTED

APPENDIX B

APPENDIX C
EXAMPLE [] AFFIDAVIT

AFFIDAVIT

The undersigned, _____ (name), _____ (title)
and authorized signatory of [] Davis (“[]”), being duly sworn,
states the following:

1. I have the legal capacity to make this affidavit and personal knowledge of the facts herein. I make this affidavit on behalf of [], pursuant to the EPA’s Renewable Fuel Standard regulations at 40 C.F.R. 80.1400 et seq. and CARB Low Carbon Fuel Standard regulations at Cal. Code Regs. Section §§ 95480-95497. Defined terms used herein shall be as defined in the Environmental Attribute Agreement entered into on ____, 2020 (the “Agreement”).
2. I oversee supply and distribution of CNG for Vehicle Fuel use at [].
3. [] owns and operates the following station that dispenses CNG for transportation use only.
4. [] entered into the Agreement with TruStar Energy LLC for the ascription of Environmental Attributes to the natural gas procured and the CNG dispensed for use as a Vehicle Fuel.
5. Pipeline quality gas procured by [] at the Delivery Points noted herein is converted at the CNG Station into CNG for use as a transportation fuel;
6. At the CNG Station, the volume of natural gas withdrawn from the commercial distribution system to produce CNG for use as a transportation fuel is measured by continuous metering, and after such meter, the CNG is used as transportation fuel and for no other purpose;
7. On [DATE1], [XXXX] MMBtu of Biogas-derived CNG were dispensed at the Station, as evidenced by the attached unredacted utility bill (Appendix 1), which sets forth the volume and energy content of such Biogas.
8. Between [DATE2] and [DATE3], [XXXX] MMBtu of such CNG, were dispensed at the Station for use as Vehicle Fuel, as evidenced by the attached unredacted copy of the electronic ledger (Appendix 2) and the unredacted metering data from the Station during that time period (Appendix 3).
9. Neither [] nor any other entity has made or will make any claim or assert any right to generate any environmental credit, RIN or LCFS credit on the volumes of Biogas-derived CNG described herein and pursuant to the EPA’s Renewable Fuel Standard regulations or CARB’s Low Carbon Fuel Standard regulations.

10. I certify that, to the best of my knowledge and belief and under penalty of perjury, the information herein is true, correct and complete.

Executed this ____ day of _____, 2020

Printed Name: _____

* * *

STATE OF _____

COUNTY OF _____

The foregoing affidavit was sworn to and subscribed before me on this ____ day of _____, 2020, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Notary Seal)

Notary Signature