



Master RNG Dispensing Agreement December 20, 2022

Set forth below are the terms and conditions of this master agreement (the “**Master Agreement**”) pursuant to which City of Santa Ana (“**Dispenser**”) appoints OPAL Fuels Station Services LLC, f/k/a TruStar Energy LLC, (“**Supplier**”) as supplier of renewable natural gas (“**RNG**”) at the Stations (as defined below). Dispenser and Supplier are each sometimes referred to herein as a Party or, together, as Parties to this Master Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the glossary of terms attached hereto as **Appendix A**.

1. Dispensing Program. During the Term, Supplier will supply RNG to compressed natural gas (“**CNG**”) stations owned by, or controlled by, or under contract with Dispenser listed in the applicable transaction confirmation (substantially in the form attached hereto as **Appendix B**, each a “**Transaction Confirmation**”), as may be amended from time-to-time as provided below (collectively, the “**Stations**”) and Dispenser will accept such RNG for dispensing at the Stations, in accordance with the terms and conditions of this Master Agreement and the applicable Transaction Confirmation(s).

In exchange for Dispenser’s ascription of the Environmental Attributes to the dispensing of RNG and provision of related documentation to Supplier as set forth in this Master Agreement and the applicable Transaction Confirmations, Supplier will pay Dispenser the Dispenser Share, as defined in the applicable Transaction Confirmation.

2. Term of Master Agreement.

Start Date: January 1, 2023

End Date: later of (i) the expiration date of any open Transaction Confirmation issued in accordance with this Master Agreement, or (ii) September 30, 2032.

Renewals: There will be automatic renewals of this Master Agreement of one year unless either party terminates by providing written notice to the other party at least 180 days prior to the end of the expiration of the Term.

3. Exclusivity. Dispenser hereby grants Supplier the exclusive rights to the to the Environmental Attributes associated with all Vehicle Fuel dispensed as Biogas by Dispenser at the Stations during the Term of this Master Agreement and the associated Transaction Confirmations.

4. Qualified Facility Requirements and Registrations. In order to be included in the Dispensing Program, the Stations must be Qualified Facilities and have completed Registrations. Dispenser and Supplier agree to cooperate to (i) to ensure that the Stations are Qualified Facilities and are compliant with all applicable legal or regulatory requirements, and (ii) obtain and maintain the required Registrations, eligible pathway approvals and certifications for the Stations.

5. General Obligations. During the Term of this Master Agreement, Supplier shall, at Supplier’s cost and expense, generate and monetize any and all regulatory or voluntary credits, including RINs and LCFS Credits, from Environmental Attributes, howsoever entitled, associated with all Vehicle Fuel dispensed as Biogas by Dispenser at the Stations. Except as relates to the Dispenser Share, Supplier will be entitled to retain the value of such Environmental Attributes, provided, however, that Dispenser shall continue to receive any federal or state alternative fuel tax credits associated with the use of CNG as Vehicle Fuel.

Dispenser 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 as Biogas by Dispenser at any Station during the Term of this Master Agreement.

6. Environmental Attributes. In accordance with the federal Renewable Fuel Standard Program (“**RFS**”), for each Transaction Confirmation under this Master Agreement, Supplier will ascribe



Environmental Attributes (as defined below) to the CNG dispensed by Dispenser for use as Vehicle Fuel in accordance with the applicable Transaction Confirmation, such that (i) the CNG is RNG-derived CNG, and (ii) the associated renewable identification numbers (“**RINs**”) and LCFS Credits, if any, are properly generated.

The Transaction Confirmations under this Master Agreement do not include physical gas delivery and Dispenser will be responsible for purchasing and coordinating all utility pipeline gas required for daily operations of the Stations. Supplier will retain the value of any Environmental Attributes generated from the RNG Contract Quantity under the applicable Transaction Confirmation(s), provided, however, that Dispenser will continue to receive any federal or state fuel tax incentives or credits associated with such RNG Contract Quantity under the applicable Transaction Confirmation(s).

“**Environmental Attributes**” mean any and all credits, allowances, benefits, attributes, aspects, characteristics, claims, reductions, offsets or 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 as now in effect, or as subsequently amended, enacted or adopted, attributable to biogas resources, renewable natural gas and/or natural gas, including but not limited to RINs under the RFS, any state low carbon fuel standards, carbon offsets, carbon allowances, tax incentives or credits in connection with the production or sale of RNG, and renewable energy credits or similar fuels programs or benefits.

7. Documentation. Supplier will be responsible for (i) the documentation of the contractual pathways, (ii) Registration of the Stations, and (iii) certification of the RINs and LCFS Credits with the EPA and CARB, respectively, including all costs associated with such documentation, Registrations and certifications. Dispenser will assist Supplier with such efforts, as necessary, including, but not limited to, providing:

- (A) the physical address of the Stations and access to the Stations;
- (B) gas utility meter numbers of the Stations;
- (C) gas utility metering tickets;
- (D) an electronic copy of the Stations’ monthly gas utility bill within five days of receipt from the utility;
- (E) other documentation necessary to determine volumes of CNG dispensed at the Stations;
- (F) documentation necessary for compliance with Law or generation of Environmental Attributes;
- and
- (G) the necessary affidavits stating that the CNG dispensed at the Stations is dispensed for use as a Vehicle Fuel.

8. Mutual Indemnity; Limitation of Liability. Each party agrees to indemnify and hold harmless the other party from and against any penalties assessed by the EPA, CARB or other agency in connection with a breach by such party of its obligations under this Master Agreement or any associated Transaction Confirmation(s); provided that each party’s obligation under this Section 11 will not apply to the extent the penalty or penalties arose (i) from disallowance of the transaction structure as contemplated by the relevant Transaction Confirmation(s) or a change in law, so long as the action or inaction of such party occurred prior to receiving notice of such disallowance or change in law or (ii) as a result of the other party’s breach of this Master Agreement or associated Transaction Confirmation(s); provision of incorrect, false or incomplete data; or gross negligence or willful misconduct.

9. Default. A default in respect of this Master Agreement shall be deemed to occur when, with respect to either party:

- (i) A Party breaches any material representation or warranty made in this Master 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 Master



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) A Party fails to perform any material covenant or obligation set forth in this Master Agreement or any applicable Transaction Confirmation issued hereunder, if such failure is not remedied to the other Party's reasonable satisfaction within thirty (30) days after receipt of written notice thereof, provided, however, that 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

(iii) 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.

Each of the foregoing events described in clauses (i)-(iii) above shall be referred to herein as a **"Default."**

10. 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, (a) in the event that Supplier fails to pay the Dispenser Share, and such failure is due to disruptions in the supply of Biogas, as provided in a written notice of same from Supplier to Dispenser, either party may terminate the Transaction Confirmation associated with such Station for which Supplier failed to make such payment on 30 days' written notice to the other Party, and Dispenser's damages shall be limited to the Dispenser Share calculated as the difference between (i) the applicable pro-rata RNG Contract Quantity for a rolling six (6)-month period prior to such notice and (ii) the Vehicle Fuel dispensed at the Station for the same period with respect to each such Station.

Except as otherwise expressly limited herein, the Performing Party's rights hereunder 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).

11. Change in Law. In the event a legislative, executive, judicial, administrative, or regulatory body materially changes or updates any applicable law, regulation, rule, protocol or interpretative guidance that results in an adverse impact (A) in respect of the costs or benefits of the Dispensing Agreement to either Party or (B) to either Party's ability to comply with the RFS, or any other applicable Law, then, promptly upon written request by the affected Party, the Parties shall enter into good faith negotiations to amend the Dispensing Agreement to maintain the original intent and economic position of each Party. 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, either Party may terminate the Dispensing Agreement on seven (7) days' written notice to the other Party.

12. Force Majeure. Neither Party shall be liable to the other for failure to perform an obligation, to the extent such failure was caused by Force Majeure. Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following



circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; (iii) economic hardship; (iv) the loss of Dispenser's or Supplier's market(s), as applicable; or (v) the loss or failure of Gas or Environmental Attribute supplies or depletion of reserves, as applicable.

Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance and shall not entitle such Party to the benefits of the provisions of Force Majeure. The Party whose performance is prevented by Force Majeure must provide Notice to the other Party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably practicable after the occurrence of the Force Majeure event. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, from the onset of the Force Majeure event, to perform its obligations to the extent impeded by, and for the duration of, such event of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other Party during such occurrence or event.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Master Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the Dispenser, and on the next Business Day if sent after normal business hours of the Dispenser or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to Dispenser: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

With at copy to: 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

If to Supplier: OPAL Fuels Station Services LLC, f/k/a TruStar Energy LLC
One North Lexington Avenue, Suite 1450
White Plains, NY 10601
Attn: Juan Reina
E-mail: noticeofficer@opalfuels.com



With a copy to: OPAL Fuels LLC
One North Lexington Avenue, Suite 1450
White Plains, NY 10601
Attn: General Counsel
E-mail: noticeofficer@opalfuels.com

14. Headings. The headings in this Master Agreement are for reference only and shall not affect the interpretation of this Master Agreement.

15. Severability. If any term or provision of this Master Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Master Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Master Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16. Entire Agreement. This Master Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

17. Successors and Assigns. This Master Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Except as provided in this Section, neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, assignment of this Master Agreement by either Party is permitted without the consent of the other party if (i) the assignee is an affiliate of the assigning Party, (ii) the assigning Party can demonstrate that the same personnel will be responsible for executing this Agreement following such assignment and (iii) the assigning entity accepts all of rights and obligations under this Agreement. Following any assignment permitted to in this Section, the assigning Party shall be released from any and all obligations or liabilities arising under, or relating to, this Master Agreement attributable to the period following the effective date of such assignment. Either Party may, however, with the other Party's written consent, collaterally assign its rights under this Agreement to a lender or other party providing financing.

18. No Third-Party Beneficiaries. This Master Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Master Agreement.

19. Amendment and Modification; Waiver. This Master Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Master Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.



20. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Master Agreement (and all Transaction Confirmations issued hereunder) shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of laws provision or rule (whether of the State of California or any other jurisdiction) that would permit or require the application of the laws of a different jurisdiction. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS MASTER AGREEMENT OR ANY TRANSACTION CONFIRMATIONS MAY BE INSTITUTED IN CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION COURT OR THE COURTS OF THE STATE OF CALIFORNIA, IN EACH CASE LOCATED IN THE COUNTY OF ORANGE IN THE CITY OF SANTA ANA, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE ORIGINAL JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVES THEIR RESPECTIVE RIGHT TO A JURY TRIAL IN ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS MASTER AGREEMENT OR ANY TRANSACTION CONFIRMATION.

21. Counterparts. This Master Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Master Agreement. A signed copy of this Master Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Master Agreement.

[Signatures on the following page]



Acknowledged and agreed,

ATTEST:

CITY OF SANTA ANA

Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

A handwritten signature in blue ink that reads 'Jose Montoya'.

By: JOSE MONTOYA
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

CONTRACTOR

NABIL SABA P.E.
Executive Director of
Public Works Agency

A handwritten signature in black ink that reads 'Scott Edelbach' in a cursive script.

By: SCOTT EDELBACH
Title: Executive Vice President



Appendix A Glossary of Terms

Biogas: means the methane derived from the breakdown of organic matter 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 applicable state-level fuel credit programs; and
- (iii) meets the common carrier pipeline gas quality specifications as provided by the local utility or transmission company for the applicable injection point.

CARB: means the California Air Resources Board or its successor.

CI Score or Carbon Intensity Score: means the carbon intensity score under the LCFS regulations.

Cellulosic Biofuel: has the meaning ascribed to "cellulosic biofuel" under § 80.1401 of the RFS.

EPA: the U.S. Environmental Protection Agency or its successor agency.

Force Majeure: any cause not reasonably within the control of the Party claiming suspension, including, but not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of firm transportation and/or storage by transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, epidemics, pandemics, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction, including, without limitation, relating to or as a result of the events described in the preceding clauses (i) through (iv).

Gas: any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane, including natural gas, as well as other types of gas, such as biogas produced from animal waste, agricultural waste, landfill gas or digester gas, that is cleaned to pipeline quality and injected into the pipeline system, in each case excluding any Environmental Attributes associated therewith.

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

Law: any U.S. or state statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any applicable governmental authority.

LCFS Credit Value: means total LCFS value calculated using a CI score of -200 and the monthly average market price for the LCFS Credits as published by OPIS for the month that the Biogas-derived CNG was dispensed by Dispenser.

LCFS or Low Carbon Fuel Standard: the California Low Carbon Fuel Standard administered by CARB set forth in the California Code of Regulations at Title 17, Section 95480 *et seq.*, as amended, restated or supplemented to date.

LCFS Credits: credits generated and traded under the LCFS, with each credit equal to one metric tonne of carbon dioxide reductions as compared to the baseline CO₂ emissions under the LCFS.



OPIS: means the Oil Price Index Service.

Person: an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

Qualified Facility: a facility where Gas is withdrawn from a commercial distribution system, converted into CNG and sold or otherwise provided for use as a Vehicle Fuel, wherein such facility would meet the requirements for RIN generation and, if such facility is located in California LCFS Credit generation, if the withdrawn Gas was Biogas.

Registration: registration of the Qualified Facilities, Parties, Biogas or pathways, as applicable, with the EPA, CARB, or other governmental or certifying entity, as applicable, such that the Biogas produced from the Project is RIN-eligible or LCFS Credit-eligible, as applicable.

RIN Value: means total RIN value, in dollars per MMBtu, calculated by multiplying 11.727 by the monthly average market price for D3 Cellulosic Biofuel RINs according to OPIS. The monthly average will be for the month that the Biogas-derived CNG was dispensed by Dispenser.

Vehicle Fuel: CNG or other transportation fuel derived from RNG or Gas that qualifies for receipt of a RIN under the EPA Renewable Fuel Standard and, to the extent dispensed as transportation fuel in California, receipt of an LCFS Credit under the LCFS.

Appendix B
Transaction Confirmation No. 1

September 28, 2022	
<p>This Transaction Confirmation No. 1 ("TC No. 1") is subject to the Master Agreement between City of Santa Ana ("Dispenser") and OPAL Fuels Station Services LLC, f/k/a TruStar Energy LLC ("Supplier") dated as of September 28, 2022 (the "Master Agreement"). The terms of this TC No. are binding upon execution by the Parties. Capitalized terms not otherwise defined in this TC No. 1 have the meanings ascribed to such terms in the Master Agreement.</p> <p><i>To the extent that there is any conflict in the terms and conditions between this Transaction Confirmation and the Master Agreement, the terms and conditions of the Master Agreement shall prevail unless the Transaction Confirmation expressly states that it is superseding the Master Agreement with respect to a specific provision.</i></p>	
Dispenser:	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
Supplier:	OPAL Fuels Station Services LLC, f/k/a TruStar Energy LLC One North Lexington Avenue



White Plains, NY 10601

www.opalfuels.com

Attn: Juan Reina

Phone: 914-421-4900

Email: noticeofficer@opalfuels.com and jreina@opalfuels.com

Dispenser Share:

- \$0.67 which includes RIN & LCFS credit values

For purposes of calculating the Dispenser Share, the RNG Contract Quantity shall be measured each month and aggregated over the course of each calendar year of the Delivery Period (each, an “**Annual Period**”) of this Transaction Confirmation, commencing on the Start Date. Supplier shall pay the Dispenser Share to the Dispenser no later than one hundred and twenty (120) days from the end of the applicable calendar quarter during which the RNG was dispensed by Dispenser at the Station.

¹ For avoidance of doubt, Supplier shall provide Dispenser with LCFS Credit Value that is the equivalent of what Dispenser would have received had such LCFS Credits been generated in respect of RNG having a CI Score of -200.

RNG Contract Quantity:

Supplier shall supply 100% of the actual volume dispensed at the Station (“**Minimum Volume Amount**”). The Station is projected to dispense 9,872 MMBtu or approximately 77,000.00 GGE annually. The RNG Contract Quantity shall be measured on a pro-rata basis monthly for purposes of determining compliance with this Transaction Confirmation.

In the event that Supplier fails to supply the Station with RNG at the applicable Minimum Volume Amount, Supplier hereby guarantees payment to Dispenser of the Dispenser Share with respect to the shortfall, i.e., the difference between (i) the amount of RNG supplied by Supplier for the period, and (ii) Minimum Volume Amount.

Dispenser shall advise Supplier promptly of any material changes in business conditions that could result in more than a twenty percent (20%) change in the RNG Contract Quantity on an annual basis. No later than sixty (60) days prior to each annual anniversary date of this Transaction Confirmation, Dispenser and Supplier shall adjust estimates for the aggregate RNG Contract Quantity for the upcoming year which shall be equal to the actual volume dispensed for the immediately preceding year.

Delivery Period:

Start Date: January 1, 2023

End Date: September 30, 2032

List of Station(s):

215 South Center Street Santa Ana, CA 92704

Meter No. and Gas Utilities Serving the Stations to be provided by Dispenser prior to start date and incorporated into this TC No. 1 by Supplier:

Additional Conditions:

None.



Each of the Parties caused its authorized representative to execute this TC No.1 where indicated below as of the date first written above.

City of Santa Ana OPAL FUELS STATION SERVICES LLC, f/k/a TruStar Energy LLC

By: _____
Name: Kristine Ridge
Title: City Manager

By: _____
Name: _____
Title: _____