

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT WITH BLUE SOURCE/CII FOR INSTALLATION AND OPERATION OF LANDFILL GAS COLLECTION SYSTEM AT THE SARPY COUNTY LANDFILL

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, proposals have been solicited, made, opened and reviewed; and,

WHEREAS, the County of Sarpy desires to enter into an agreement with Blue Source/CII for the installation and operation of a landfill gas collection system at the Sarpy County Landfill as outlined in the agreement attached hereto as Exhibit A; and,

WHEREAS, said attached agreement is for unique, non-competitive and professional services and is in the best interests of the citizens of Sarpy County; and,

WHEREAS, a public hearing concerning the agreement was held by this Board.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Blue Source/CII for installation and operation of a landfill gas collection system at the Sarpy County Landfill, a copy of which is attached.

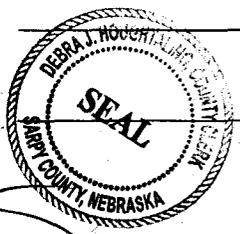
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the contract with Blue Source/CII, copies of which are attached, and any other related documents, the same being approved by the Board.

DATED this 14th day of April, 2009.

Moved by Rich Jansen, seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS: _____ NAYS: none ABSENT: none

ABSTAIN: none



Debbie Southgate
County Clerk

Approved as to form:
Mark A. [Signature]
Deputy County Attorney

DUWAINE K. BRIGMAN
253-2461



COUNTY OF SARPY
DIVISION OF ENVIRONMENTAL CONTROL

1210 GOLDEN GATE DRIVE • PAPILLION, NEBRASKA 68046

MEMORANDUM

TO: SARPY COUNTY BOARD OF COMMISSIONERS

DATE: April 6, 2009

FROM: SARPY COUNTY DIVISION OF ENVIRONMENTAL CONTROL, Duwaine Brigman, landfill manager

RE: Active Gas Collection system contract with Blue Source and Affiliates to design, install, build and operate a working gas collection system at the Sarpy County landfill using their money for the initial investment and their sub contractors to install and construct and operate the system.

It is my recommendation to award the contract that will be presented to you at the Regularly Scheduled County Board Meeting on April 14, 2009, to the successful bidder to our Request for Proposals sent out previously. Blue Source and Affiliates submitted the best proposal; to design, build, install, and operate an Active Gas Collection system at the Sarpy County Landfill using Blue Source and Affiliates revenue for this project.

For the life of this project Blue Source and Affiliates will earn Carbon Credits for the purpose of selling the Carbon Credits to earn a return for their invested revenue for this project. Blue Source and Affiliates will earn revenues from the sell of Carbon Credits to pay off the initial investment of installing an Active Gas Collection System at the Sarpy County landfill.

Once the initial investment is paid back to Blue Source and Affiliates, Sarpy County will earn royalties annually for partnering with Blue Source and Affiliates, for the installation of the Active Gas Collection system at the Sarpy County Landfill to aid the County in long range odor control for this facility long after it is closed as a Solid Waste Landfill. There will an annual accounting review of the debt pay down, provided to Sarpy County by Blue Source and Affiliates.

It will be beneficial to continue to earn revenue from the closed facility for a portion of the 30 year period following the closing of the landfill for maintenance upkeep, erosion control and ground water monitoring of a closed Sub Title D landfill.

Respectfully submitted,

cc: Mark Wayne, County Administrator
Scott Bovick, Deputy County Administrator



Office of the County Attorney

Hall of Justice • 1210 Golden Gate Drive • Suite 3147
Papillion, NE 68046-2889
(402) 593-2230 • FAX: (402) 593-4359

L. Kenneth Polikov
Sarpy County Attorney

MEMO

To: Sarpy County Board

From: Beth Cunard, Purchaser and Kerry Schmid, Deputy County Attorney

Re: Blue Source/CII Contract for Methane Collection at the Sarpy County Landfill

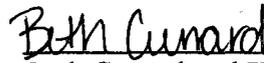
In order to reduce the amount of odor at the Sarpy County Landfill, Sarpy County requested proposals for a gas management system. The proposals were opened and received on January 8, 2009. On February 4th and 5th Blue Source and their team came to Sarpy County to discuss their proposal in detail. Since this time we have been negotiating with Blue Source/CII to enter into a contract for methane management. This memo is an attempt to summarize the contract terms for your benefit.

Blue Source is a leader in climate change offsets and the carbon economy. Blue Source works with landfills and waste management to capture methane emissions from the Landfill for flaring or energy production. CII is the financial arm of Blue Source and will be responsible the construction of the gas management/utilization system.

After many weeks of negotiations, we feel we have come to a satisfactory contract with Blue Source/CII. Per the terms of the agreement, Blue Source/CII will design, install and operate a landfill gas collection system likely consisting of vertical wells and flares. Such design of the actual system will be done by a Blue Source/CII subcontractor and will be subject to the County's approval. While Blue Source/CII cannot guarantee odor control, the measures they will be undertaking and installing will likely be very effective at controlling odor. These measures have proven to be successful at other landfills and conform to industry standards. Because odor control is not a guarantee, there are provisions in the agreement that allow the County to install other odor control devices should odor not be controlled to a reasonable level.

If you have any questions about the contract or the proprietary information, please do not hesitate to let us know.

April 10, 2009


Beth Cunard and Kerry Schmid





AGREEMENT

This Agreement (“Agreement”) is effective this ____ day of _____, 2009 (the “Effective Date”), by and between Carbon Infrastructure Investment, LLC or an affiliate thereof (“CII”) and Sarpy County, Nebraska (“Sarpy”). CII and Sarpy are each referred to as a “Party” herein and are collectively referred to as “the Parties.”

RECITALS

- A. WHEREAS, Sarpy owns and has the rights to develop the Sarpy County Landfill (“the Landfill”) in Papillion, Nebraska, and desires to develop a Landfill gas capture, collection and utilization system, including a central flare, to capture methane emissions at the site and to derive economic benefits from any Emissions Reductions Benefits (“ERBs”) generated thereby; and
- B. WHEREAS, CII is in the business of identifying, creating, acquiring, aggregating and marketing greenhouse gas emission reductions and other environmental benefits created from various sources and types of suppliers, and then commingling such benefits in order to enhance the marketability and value of such benefits; and
- C. WHEREAS Sarpy and CII wish to enter into this Agreement for the purpose of capturing emissions from the Landfill resulting in the creation and marketing of ERBs created by the installation and operation of the Landfill Gas Collection System (“LFGCS”) along with the potential installation and operation of a Landfill Gas Utilization Project. The installation of the LFGCS is part of Sarpy’s overall plan to reduce odors from the Landfill and minimize methane emission migration.
- D. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, CII and Sarpy hereby agree as follows (“Agreement”):

AGREEMENT

1. DEFINITIONS

- a) “Affiliates of CII or Blue Source, LLC” shall include [CII Methane Investors, LLC] which is wholly owned or otherwise controlled (i) by CII or (ii) by the Members of CII as of the Effective Date.

- b) "Beneficial End Use Product" shall mean product or products derived from LFG that may include electric power, thermal energy, pipeline quality gas and associated environmental attributes any or all of which are made available through a project developed by CII pursuant to this agreement or are for sale by CII as a result of this Agreement.
- c) "Beneficial End Use Product Project Facility Site" shall mean at least two acres of area located within the Landfill property upon which CII may access, install, construct, operate and maintain the LFG Utilization Project or alternative project developed for a Beneficial End Use Product along with the flare and blowers for the LFGCS Project.
- d) "CII Phase I Internal Rate of Return ("IRR")" the Internal Rate of Return to CII. This figure is used to proxy the potential growth rate of the Project after cash compensation to partners and third parties. CII Phase I IRR is calculated as the discount rate at which the net present value of CII Project EBITDA for the project's life (initial investment and all future EBITDA to CII through December 31, 2029) is equal to zero, as determined by the XIRR function in Excel. This is used to determine the Return of Capital point as well as overall project economics.
- e) "CII Share of Phase I EBITDA" shall mean Phase I EBITDA less the Sarpy Primary Allocation. This amount represents remaining EBITDA to Project after Sarpy compensation.
- f) "Depreciation" shall mean the non-cash expense recorded to allocate the cost of a tangible asset, in this case the capital deployed by CII to finance the Project, over its useful life. This cost will be based on a pre-determined MACRS accelerated depreciation table in accordance with industry practices, in this case seven years.
- g) "Earnings Before Tax" shall mean Project EBITDA less costs associated with Interest and Depreciation, as defined herein.
- h) "Economically Unfeasible" shall mean that the Project's actual or reasonably anticipated (over a period of ten years from the LFGCS Project Operational Date) CII Phase I IRR fails to meet a minimum CII return threshold of [REDACTED].
- i) "Effective Date" shall mean the date that this Agreement is fully executed by both CII and Sarpy.
- j) "Emission Reduction Benefit" shall include all benefits and all associated rights, title and interest, without limitation, in or arising out of the environmental and financial benefits associated with a reduction in greenhouse gas emissions or the production of biogas or other renewable energy, resulting from the destruction of the methane in the LFGCS and/or a Beneficial End Use Product, whether such right, benefit, title or interest is in existence as of the date of this Agreement, or arises while this Agreement is in effect. The term "Emission Reduction Benefit" encompasses terms including but not limited to "emissions reduction credits,"

“renewable energy credits,” “verified emission reductions,” “VERs” and all similar terms. All references to “Emission Reduction Benefit” or “Emission Reduction Benefits” include, without limitation, all rights to:

- i) All renewable energy credits or equivalents for tons of emissions reduced or kilowatts produced pursuant to this Agreement;
 - ii) Any form of acknowledgement or certification by any government agency or other entity, whether arising under local, state, national or international laws or regulations relating to climate change, renewable energy or otherwise;
 - iii) Claim that any Emission Reduction Benefits relating to the Project have resulted in a reduction in emissions convertible to or fungible for (either at that time or at any time during the term of the agreement), a credit, allowance, or any other right to discharge emissions or produce or sell natural gas, fuel, or electricity produced from biogas or fossil fuels, in which such emission reduction rights are embedded;
 - iv) Register, bank or otherwise utilize or benefit from such reductions;
 - v) Transfer or assign title (pursuant to international rules or otherwise) to such reductions and any credits and allowances described above, whether registered or banked in any reporting program or registry or not;
 - vi) Claim and receive all rights and benefits, including but not limited to any tax incentives or credits, associated with any of the foregoing; and
 - vii) All references in this Agreement to Emission Reduction Benefits refer to carbon dioxide equivalent (CO_{2e}) Emission Reduction Benefits in metric tons.
- k) “Equipment” shall include but is not limited to LFG recovery wells and interconnecting pipes together with attendant valves, LFG blower, flare, condensate and leachate collection and distribution system, condensate sumps and pumps, monitoring devices and other related equipment installed for the purpose of extracting, collecting and transporting LFG to the flare and, if an LFG Utilization Project is constructed, LFG metering equipment and flow meters, compression equipment, an oil and gas cooler, a condensate knockout tank, scrub areas, generating equipment, electric generation, pipeline quality processing equipment and related facilities.
- l) “ERB” shall mean Emission Reduction Benefit.
- m) “ERB Creation Activities” shall include all activities undertaken by or on behalf of CII in conjunction with the Project which are intended to achieve the avoidance of methane, carbon dioxide or other greenhouse gas emissions as a result of voluntary actions or omissions reflected in Project investments or decisions,

operational changes, or improvements, and include, but are not limited to, greenhouse gas capture, collection, destruction and emission reduction.

- n) "Gross Revenue" shall mean total ERB production, as estimated or produced in each year concurrent with the Registered volume, multiplied by the actual or projected ERB price per ton.
- o) "Exhibit 1" is the Project economic model as developed by CII, which may be updated by CII from time to time depending upon legislative and regulatory developments, economic conditions, and other circumstances which could reasonably be expected to impact the Project.
- p) "INGENCO" shall mean Industrial Power Generating Company, LLC.
- q) "Interest" shall mean the reported expense per period associated with borrowing costs for the initial project investment.
- r) "Landfill" shall mean the Sarpy County Landfill adjacent to Fairview Road and 156th Street in Sarpy County, Nebraska and described as NE ¼, Section 15, Township 13, Range 11 East of the 6th Principal Meridian, Sarpy County, Nebraska.
- s) "LFG" shall mean Landfill gas.
- t) "LFG Collectors" shall mean the vertical LFG collectors that recover LFG generated by the decomposition of wastes.
- u) "LFG Payment" shall mean the payment made by CII to Sarpy County that is based on the consumption of LFG in the LFG Utilization Project.
- v) "LFGCS" shall mean Landfill Gas Collection System.
- w) "LFGCS Project" shall mean the network of LFG recovery wells and interconnecting pipes together with attendant valves, LFG blower, flare, condensate and leachate collection and distribution system, condensate sumps and pumps, monitoring devices and other related equipment installed for the purpose of extracting, collecting and transporting LFG to the flare and, if constructed, to the LFG Utilization Project for its ultimate combustion by CII.
- x) "LFGCS Project Operational Date" shall mean the date the flare begins combusting LFG for the LFGCS Project, and all major components of the LFGCS Project have been installed and placed in service.
- y) "LFG Utilization Project" shall mean CII's and INGENCO's building of enclosure and equipment required for the compression, processing and delivery of the LFG and the conversion of the LFG to the Beneficial End Use Product to the Buyer. Such equipment may include, but is not limited to, LFG metering equipment and flow meters, compression equipment, an oil and gas cooler, a

condensate knockout tank, scrub areas, generating equipment, electric generation, pipeline quality processing equipment and related facilities.

- z) "LFG Utilization Project Operational Date" shall mean the date the LFG Utilization Project begins producing the Beneficial End Use Product and CII begins receiving revenue for such product.
- aa) "LFGCS Contractor" shall mean the CII contractor(s) who design, permit, furnish, install, operate and maintain the LFGCS Project.
- bb) "Major Capital Improvements" shall mean costs to expand and improve the LFGCS Project and includes, but is not limited to, costs for new wells.
- cc) "Marketing Expense" shall mean ■■■ of Gross Revenue, as defined above, in all periods. This amount shall be paid out by CII to Goldman Sachs for its marketing, structuring and sales efforts with respect to the ERBs produced at the project.
- dd) "Net-Back to Blue Source" shall mean the percentage of Gross Revenue payable to Blue Source after firm sale of ERBs and receipt of Gross Revenue for inclusion in Blue Source's portfolio and delivery of Blue Source's services related to sourcing, screening, credit development, registration, marketing and sales efforts.
- ee) "Normal Routine Landfill Operations" shall include all incoming waste loads, daily cover operations and alternate daily cover operations.
- ff) "Operational Costs" shall mean Third Party Operation & Management – Routine Expenses, Third Party Operation & Management – Non-Routine Expenses and other third party costs paid by CII to ensure that the Project remains operational and/or compliant throughout the Term pursuant to this Agreement.
- gg) "Phase I EBITDA" shall mean earnings before interest, taxes, depreciation and amortization, and includes Phase I Project Net Revenue less expenses associated with operating the LFGCS Project and with verifying, registering, and marketing ERBs generated from the LFGCS Project, including but not limited to the following: Project Management Costs, Operational Costs, Registration Costs, Verification Costs, and Major Capital Improvements.
- hh) "Phase I IRR" shall mean the discount rate at which the net present value of Project EBITDA for the project's life (initial investment and all future EBITDA through December 31, 2029) is equal to zero, as determined by the XIRR function in Excel. This is used to determine the Return of Capital point as well as overall project economics.
- ii) "Project" means the development, permitting, construction, and operation of the LFGCS Project and LFG Utilization Project or another project developing a Beneficial End Use Product by CII.

- jj) "Project Management Expenses" shall mean project administration expense payable by CII for day-to-day project management, legal and other fees incurred.
- kk) "Project Net Revenue" shall mean Gross Revenue less the sum of Marketing Expense and Net-Back to Blue Source, as defined above.
- ll) "Return of Capital" shall mean the point at which Phase I IRR meets or exceeds 0.0% and is used to calculate Sarpy Primary Allocation.
- mm) "RMT" means RMT, Inc.
- nn) "Register or Registration" means registering Emission Reduction Benefits related to the Project with a reputable (as determined by CII) North American Emission Reduction registry such as (but not necessarily limited to) the American Carbon Registry, the Climate Action Reserve, or the Canadian Standards Association.
- oo) "Registration Costs" mean the reasonable and direct third party costs and expenses paid by CII that are associated with Registering ERBs.
- pp) "Sarpy Primary Allocation" shall mean the economic allocation to Sarpy in connection with its ownership in the landfill and participation in this Project. Sarpy shall receive [REDACTED] of Phase I EBITDA in each year that the Project has met its Return of Capital as defined by the Phase I IRR.
- qq) "Term" shall mean the duration of this Agreement, which begins upon the LFGCS Project Operational Date and continues through [REDACTED] of that date unless such duration is otherwise modified or terminated pursuant to this Agreement.
- rr) "Terra" means Terra Engineering & Construction.
- ss) "Third Party Operation & Management – Routine Expenses" shall include but is not limited to weekly and monthly gas system inspections, blower system monitoring, wellhead monitoring and maintenance, and condensate system inspections and maintenance.
- tt) "Third Party Operation & Management – Non-Routine Expenses" shall include but is not limited to initial training of operators, periodic flare controls cleaning and repairs, header piping cleaning and repairs and field instrument acquisitions.
- uu) "Uncapped Landfill" shall mean the area of the Landfill that is not capped on the Effective Date, which includes approximately 40 acres of the Landfill.
- vv) "Validation and Verification" includes all efforts, including all third-party efforts, relating to the quantitative and qualitative evaluation of data that confirm the existence, quantity, and quality of Emission Reduction Benefits generated by the Project pursuant to this Agreement.

ww) "Verification Costs" shall mean all third-party costs relating to Validation and Verification incurred by CII.

2. PROJECT PHASES

- a) The Project will consist of two phases, the LFGCS Phase (also referred to herein as Phase 1) and the development of a Beneficial End Use Product (also referred to herein as Phase 2).
- b) In Phase 1, CII with technical support from RMT and Terra (or in the event RMT and Terra cannot provide the technical support required a different architectural, engineering and construction firm selected by CII and approved by SARPY, whose approval shall not be unreasonably withheld) would install the LFGCS at the Landfill. Collected gas would be conveyed to a central blower/flare station. Construction will occur in three parts. In Part 1, within the area of the landfill capped as of February 28, 2009, (approximately 34 acres), CII will install approximately twenty-four (24) gas extraction wells and construct 88% of the main header pipe. The number of wells and locations may change upon further diligence. CII will use commercially reasonable efforts to install Part I of the LFGCS Project within nine (9) months after the Effective Date not to exceed twelve (12) months. In the event such efforts exceed twelve (12) months, Sarpy shall have the right to install odor-eliminating devices and structures, at its sole cost, provided such devices and structures do not financially or mechanically impact the Project. Sarpy shall coordinate such efforts with CII.
 - i) Once approximately twenty (20) acres of the Uncapped Landfill reach final waste grade (as determined by CII and Sarpy) (anticipated not to occur before 2011), CII will install approximately eight (8) additional gas extraction wells and the remaining 12% of the main header pipe will be constructed. This is the second part of Phase 1. Reasonable efforts will be used to install such wells and header pipe within three months of the determination of final waste grade.
 - ii) Once the final approximately twenty (20) acres of the Uncapped Landfill reach final waste grade (as determined by CII and Sarpy) (anticipated not to occur before 2013), CII will install approximately six (6) additional gas extraction wells and connect them via a lateral header pipe. The number and location of wells may change dependent upon further diligence. This is the third part of Phase 1. Reasonable efforts will be used to install such wells and header pipe within three months of the determination of final waste grade.
 - iii) The Project contemplated in Phase 1 would beneficially use LFG by combusting methane to produce ERBs.

- iv) The LFGCS will comply with all applicable regulatory requirements, which are anticipated to include necessary permits to construct and operate the flare.
 - v) CII will operate the LFGCS Project to combust LFG in its flare in accordance with standard engineering practices.
 - vi) CII will operate the LFGCS Project to maximize methane collection efficiency to the extent commercially practicable.
 - vii) Subject to Section 4, CII will be responsible for all Project evaluation, development, construction, and operational costs.
 - viii) All CII-produced design drawings and permit applications for the LFGCS Project must be submitted to Sarpy for review. CII must provide sufficient LFGCS design details to Sarpy to ensure the LFGCS Project will be capable of maximizing, to the extent commercially practicable, the collection of all LFG. Final approval of all specifications, design drawings and permit applications must be consented to and agreed upon by all Parties but such consent shall not be unreasonably withheld or delayed.
- c) In Phase 2, first, CII, through INGENCO, will evaluate an option to identify and develop, after consultation with Sarpy, a LFG Utilization Project. Development of an LFG Utilization Project would be based on ability to secure a fair market price for power from Omaha Public Power District ("OPPD"), as well confirm the quantities and quality of LFG collected with the flaring system, the marketability of ERBs or other benefits (such as renewable energy) derived from such use, and other factors.
- i) CII, through INGENCO, will determine the feasibility of a LFG Utilization Project. CII must make this determination no later than twelve (12) months after the LFGCS Project Operational Date.
 - ii) If CII determines that a LFG Utilization Project with OPPD is not feasible, CII shall have six (6) months from the date of such determination to review alternative projects to develop a Beneficial End Use Product such as a direct use or gas project.
 - iii) In the event CII elects not to develop any additional Beneficial End Use Product project, Sarpy may, at its own expense, elect to develop an additional beneficial use of the LFG captured by the LFGCS such as, but not limited to, energy co-generation capability, provided that such additional beneficial use (a) may not limit CII's ability to generate or market ERBs created through operation of the LFGCS Project developed in Phase 1; (b) shall not cause CII to violate any permits or other laws; (c) shall not unreasonably interfere with or impact CII's operation of the

LFGCS Project developed in Phase 1; and (d) Sarpy pays CII in accordance with Section 4b).

- iv) In the event CII elects to develop a Beneficial End Use Product project such as, but not limited to, energy co-generation capability, other than the LFG Utilization Project, any such system must be approved by Sarpy (which approval shall not be unreasonably withheld) and designed, constructed and permitted as set forth in this Section 2 and timelines for developing such project shall be subsequently agreed to by the Parties.
- v) In the event CII elects to undertake the LFG Utilization Project, CII will use commercially reasonable efforts to install the LFG Utilization Project and have it operating within twelve (12) months of the LFGCS Project Operational Date. CII will provide all specifications and drawings for the LFG Utilization Project to Sarpy for Sarpy's review and approval, which shall not be unreasonably withheld or delayed. Final approval of all specifications and drawings must be consented to and agreed upon by all Parties.
- d) Sarpy or its designated party has the right to inspect and witness any and all construction and commissioning activities performed by CII. CII will provide timely notification to Sarpy ahead of all activities in the event Sarpy may want to inspect or witness.
- e) CII will restore the Landfill cap, following installation of the LFGCS, to a condition meeting the original design requirements.

3. EVALUATION PERIODS.

- a) During the sixty days following the Effective Date, CII shall assess the viability of Phase 1. At any time during these sixty days, CII shall have the unilateral right to terminate this Agreement for any reason. If CII does not notify Sarpy of its decision to go forward with the Project within sixty-five days after the Effective Date, Sarpy may at its sole discretion terminate this Agreement. If CII or Sarpy terminates this Agreement pursuant to this Section 3a), neither Party shall have any further obligation to proceed under this Agreement.
- b) In the event that CII goes forward with Phase 1 of the Project, CII, with the technical support of INGENCO, shall conduct a due diligence assessment on the viability of an LFG Utilization Project. Such assessment shall be completed within twelve (12) months from the LFGCS Operational Date but in no event shall the new deadline exceed eighteen (18) months of the Effective Date. If a LFG Utilization Project with OPPD is not feasible, CII shall have six (6) months from the date of such determination to review alternative projects to develop a Beneficial End Use Product such as a direct use or gas project but no later than twenty-four (24) months after the Effective Date.

4. REMUNERATION AND COSTS

- a) CII will develop the entire Project at its sole cost and expense.
- b) CII will be entitled to all rights to collect and combust all LFG captured by the Project throughout the Term. In the event CII elects not to develop a Beneficial End Use Product, Sarpy may develop, at its own cost, an additional beneficial use of the captured LFG such as, but not limited to, energy co-generation capability, provided that (i) if Sarpy uses any LFG that is collected by CII pursuant to this Agreement for such beneficial use, Sarpy shall pay CII a mutually agreeable royalty, to be determined at a later date; and (ii) such additional beneficial use may not interfere with CII's ability to create or monetize ERBs from the LFGCS Project.
- c) CII will be entitled to market all benefits arising from all ERBs created by the Project throughout the Term, including, but not limited to, all revenues from the sales of all such ERBs.
- d) Sarpy will be entitled to [REDACTED] of Phase 1's EBIDTA in each year that the Project IRR is greater than 0% as defined as Sarpy Primary Allocation in Exhibit 1.
- e) If a LFG Utilization Project is constructed and operational, Sarpy will be entitled to [REDACTED] ("LFG Payment") for all LFG consumed by the LFG Utilization Project and Sarpy will be entitled to [REDACTED] of the value of all Section 45 Tax Credits earned by the Project.
- f) Sarpy's share of Phase 1 EBIDTA from the LFGCS Project, if any, will be calculated by CII on an annual basis following the first full year that the LFGCS is in operation and on April 1st of every year thereafter until expiration or termination of this Agreement.
- g) Sarpy's share of Phase 1 EBIDTA arising from the LFG Utilization Project, if any, shall be calculated quarterly after the first full quarter that the LFG Utilization Project is in operation and every calendar quarter thereafter until the expiration or termination of this Agreement.
- h) Sarpy has the right to audit the Gross Revenues and costs of the Project upon reasonable notice no more than one time a year, at its sole discretion and expense, either directly or through an auditing firm hired by Sarpy.

5. CII DUTIES AND RESPONSIBILITIES

- a) CII will finance, permit, design, construct, and operate the Project in compliance with all laws, regulations, rules, ordinances and permits of the Federal government, State of Nebraska and local governments. CII will operate the Project in accordance with good engineering practices and Equipment vendor's recommendations. CII will maintain all associated CII supplied Equipment in good working order throughout the term of this Agreement and any related third party costs incurred shall be paid by CII and considered part of Operational Costs.

- b) CII shall cooperate with Sarpy when reasonably requested to provide Sarpy with information maintained by CII in the normal course of its operations of the Project and which is necessary for Sarpy to comply with its Title V permit for the Landfill or other regulatory reporting requirements related to the Landfill.
- c) The LFG Utilization Project shall be fenced, gated and locked during construction and operations and such fences shall have appropriate signage. Employees of Sarpy shall not be permitted within the fenced boundaries of the LFG Utilization Project area while this Agreement is in force, except in the event of an emergency or disaster, unless accompanied by an authorized employee of CII.
- d) CII shall be responsible for developing and keeping current a project schedule for each of the elements of the LFGCS Project and LFG Utilization Project development and construction which show the sequence of project development, permitting, design, construction, startup, commencement of operations, system testing and commercial operation, and such schedule will be provided to Sarpy on a timely basis. Sarpy will be informed in writing of all material changes in the schedule by CII.
- e) CII and Sarpy acknowledge that the primary objective of the LFGCS Project is and will continue to be to capture LFG methane emissions. Once installed, CII's duty and responsibility to maintain and operate the LFG collection, monitoring and central flare system remains in effect throughout the Term regardless of the volume of LFG produced by the Landfill, provided that (i) there is no substantial change to the frequency or composition of waste deposited at the landfill prior to closure; (ii) operation of the Landfill does not cause CII to violate the terms and conditions of the permits licenses or other governmental approvals regarding the operation of the LFG collection, monitoring, utilization and/or central flare systems; (iii) Sarpy remains in material compliance with its permits, licenses and other governmental approvals related to the existing equipment and operations of the Landfill; and (iv) operation of the Project does not become Economically Unfeasible.
- f) If odor is not controlled, as measured by industry standard odor detection devices, Sarpy can, at its own expense, install devices and structures to minimize odor, provided that such devices and structures shall not interfere financially or mechanically with the Project.
- g) ERB Development Activities
 - i) Project Screening: CII will assess the operations and collect data relating to the LFGCS Project. Following data collection, CII will assess the eligibility of any ERBs relating to the Project in light of accepted standards and methodologies such as the Voluntary Carbon Standard (VCS), the Climate Action Reserve or the EPA Climate Leaders.

- ii) CII will assess ERB Creation Activities at the Landfill in conjunction with the Project and assess marketability of ERBs anticipated from the Project.
- iii) CII will develop all documentation relating to the Project, such as baseline studies, monitoring plans and verification reports, throughout the Term of this Agreement. Such documentation will be provided to Sarpy upon request on a timely basis.
- iv) CII will obtain and maintain all certificates, letters, permits, consents, authorizations, licenses, approvals and registrations required by relevant government authorities for the Project, if legally allowed. Such documentation will be provided to Sarpy upon request on a timely basis.
- v) Protocol Development: CII will, after consultation with Sarpy, prepare such documentation as is necessary to document the creation of marketable Emission Reduction Benefits as a result of the ERB Creation Activities. Such documentation shall include a protocol or Project design document, a baseline report, a monitoring plan, or additional documents necessary to create, Verify, Validate or Register the ERBs. CII will provide Sarpy with copies of this documentation.
- vi) Validation and Verification: CII will engage an independent third party to verify (i) the ERB Creation Activities and (ii) the creation of marketable ERBs. Such third party Validation and Verification may occur at various times throughout the ERB creation process including after ERB Creation Activities have occurred.
- vii) Registration: CII will make commercially reasonable efforts to Register all Emission Reduction Benefits arising out of the ERB Creation Activities relating to the Project with a reputable North American registry.
- viii) CII will make commercially reasonable efforts to market all available ERBs generated by the Project.
- h) CII will not be entitled to additional ERBs that result from a beneficial end use project not developed by CII, unless otherwise agreed to in writing by both Parties.
- i) CII will provide to Sarpy on a quarterly basis data regarding the volume and energy content of LFG flared in the LFGCS Project or combusted in the LFG Utilization Project.
- j) CII will work with Sarpy and provide the specifications and engineering drawings for the Project to Sarpy for their review and approval prior to beginning any construction activities with Equipment included on such drawings and specifications or obtaining any permits for the Project. All changes to the Project must be approved by Sarpy, but such approval shall not be unreasonably withheld and such review shall be conducted in a timely manner. Final approval of all

specifications, drawings and designs must be agreed upon by all Parties, prior to commencing activities pursuant to this Agreement.

- k) CII will conduct construction and operation of the Project so as not to interfere with Sarpy's activities on the Landfill. In the event conflicts arise or could potentially arise, CII shall agree to conduct activities so as to minimize interference with on-site activities of Sarpy.
- l) CII will maintain all records, monitoring data and other documentation including, but not limited to, certificates, letters, permits, consents, authorizations, licenses, approvals and registrations required by relevant government authorities for the Project and all other documentation relating to the operation of the Project. CII shall make all such documentation available for inspection to Sarpy and any State regulatory agency including, but not limited to, the Nebraska Environmental Protection Agency. CII will make such records available to Sarpy for up to six (6) years after the termination of this Agreement.
- m) Once the Landfill closes, CII is responsible for the collection and removal of condensate from CII's condensate sumps, CII's condensate knockout vessel(s) and the LFG Utilization Project and the proper handling and delivery of the condensate to Sarpy's leachate collection system (at an agreed upon leachate manhole) or leachate storage tanks during the Term. Sarpy shall have the right to collect and test condensate samples from CII's facilities. CII estimates the Project will produce approximately 200 gallons/day of condensate, on average.
- n) CII will provide training to Sarpy employees or its designates on the LFGCS Project within one (1) year of the LFGCS Project Operational Date and on the LFG Utilization Project within one (1) year from the LFG Utilization Project Operational Date.

6. SARPY'S DUTIES & RESPONSIBILITIES

- a) Provide CII in a timely manner all available and relevant information within Sarpy's control necessary to allow CII to evaluate, develop and operate the Project and market ERBs.
- b) Cooperate with CII in obtaining and maintaining all certificates, letters, permits, consents, authorizations, licenses, approvals and registrations required by relevant government authorities in conjunction with the Project.
- c) If legally required of Sarpy as Landfill owner or as so stated in this Agreement, obtain such permits, licenses or other governmental approvals on behalf of CII as necessary to allow for the construction and/or operation of the Project. Unless otherwise stated in this Agreement, the costs for obtaining such permits, licenses or other governmental approvals shall be paid by CII as set forth herein.
- d) Throughout the Term, convey to CII (i) all rights, title and interest in and to all ERBs created by the Project or otherwise during the course of operations at the

Landfill; (ii) all rights, title, and interest in all gas captured or combusted in an LFG Utilization Project or any similar project developed by CII pursuant to this Agreement; and (iii) and all additional benefits specifically listed in this Agreement.

- e) Throughout the Term, provide CII the exclusive right to capture LFG from the Landfill, subject to Section 5(f) of this Agreement, through implementation of the LFGCS Project, a Beneficial End Use Product project, or any similar project unless such rights are forfeited or terminated pursuant to this Agreement. Sarpy shall not install or allow to be installed any systems or devices at the Landfill or make any physical modifications to the Landfill, that would alter the amount of LFG captured by the LFGCS and Beneficial End Use Product project, without prior written consent from CII, excepting Normal Routine Landfill Operations.
- f) Throughout the Term, accept from CII and dispose of all condensate and leachate, without limitation, collected by CII through operation of the LFGCS or the LFG Utilization Project as long as the Landfill remains in operation.
- g) Supply easements and provide site access to CII as reasonably necessary for the construction and operation of the Project, including electric utility, road access and Landfill gas piping easements.
- h) Accept for disposal without charge while the Landfill is in commercial operation, reasonable quantities of construction and operations debris from the Project including, but not limited to, residue from well drilling and condensate providing the Landfill is permitted to accept such materials for disposal.
- i) Throughout the Term, accept for [disposal], any condensate or leachate arising from the Project.
- j) Repair or replace any Equipment related to the Project, which is damaged in the course of Sarpy's operations at the Landfill, which is caused by Sarpy's its employees, agents, contractors, sub-contractors, representative or invitees.
- k) Maintain compliance with all permits, licenses and approvals related to the existing equipment and operations of the Landfill.
- l) If Sarpy decides to transfer ownership of the Landfill, Sarpy shall ensure that CII retains all material obligations afforded to it pursuant to this Agreement including, but not limited to, all rights to collect and combust all LFG captured by the LFGCS Project throughout the Term, and all ERBs generated by the Project throughout the Term.
- m) Make available to CII a Beneficial End Use Product Project Facility Site should such project come to fruition per the terms of this Agreement.

7. INTERESTS RETAINED BY SARPY

- a) All materials, minerals, water, natural gas and other items existing in, on or under the Landfill including, but not limited to, the refuse, cell liners and capping systems, leachate, condensate and waste spoilage removed from Landfill during construction of LFGCS Project and cover and not otherwise defined as belonging to CII shall at all times remain the property of Sarpy.

8. CONFIDENTIALITY.

- a) Except with the prior written consent of the other Party and subject to applicable law and pre-existing Memoranda of Understanding with local governments concerning the Landfill, which consent shall not be unreasonably withheld, each Party shall maintain in full confidentiality the terms or subject matter of this Agreement and any non-public or sensitive information relating to the other Party or its Customers.
- b) If a third party requests that Sarpy disclose information that CII wants to protect, Sarpy will notify CII so that CII may appear and represent its interests in any proceeding concerning the information. Sarpy may remain neutral in any such proceeding. In the event CII does not appear and represent its interests, Sarpy may elect to disclose the information to protect Sarpy's interests.

9. INSURANCE.

- a) During the life of this Agreement, CII shall procure and maintain from a responsible insurance carrier or carriers, authorized to do business under the laws of the State of Nebraska with a Best rating of A- or better the following coverage:
 - i) Worker's compensation coverage in statutory limits;
 - ii) Commercial general liability with a minimum limit of one million dollars (\$1,000,000) per occurrence and in the aggregate;
 - iii) Excess liability coverage over the commercial general liability primary policy in the aggregate amount of ten million dollars (\$10,000,000);
 - iv) Automobile liability insurance for all claims for damages resulting from bodily injury, including, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.
- b) During the Term, CII agrees that it, or whatever other architectural, engineering and consulting firm that CII retains to operate the project in accordance with Section 2.b), shall have Contractor's Pollution Liability Insurance coverage of ten million dollars (\$10,000,000) in the aggregate.
- c) During the Term, CII agrees that it, or whatever other architectural, engineering and consulting firm that CII retains to operate the project in accordance with Section 2.b shall provide an annual certificate of insurance.

10. TERMINATION AND RENEWAL

- a) This Agreement may only be terminated prior to the end of the Term as described in this Section: (i) by mutual written Agreement of Sarpy and CII; (ii) by CII, in its sole discretion, if the Project or any part of the Project becomes Economically Unfeasible; (iii) by a non-breaching Party if, in its reasonable opinion, the other Party has breached a material provision or failed to satisfy a material representation or covenant contained in this Agreement and such breach has not been materially cured within thirty (30) days' written notice thereof; or (iv) immediately by either Party if the other Party should become the subject of bankruptcy or insolvency proceedings or an assignment for the benefit of creditors.
- b) Upon termination of this Agreement pursuant to section 10(a)(ii) above (termination by CII due to Economic Unfeasibility), CII shall have the option to either (i) assign, subject to all the conditions of this Agreement, its interest in the Project to a third party subject to Sarpy's approval which shall not be unreasonably withheld, or (ii) liquidate all Projects assets, PROVIDED THAT, in the event of a proposed liquidation by CII, Sarpy shall have a right of first offer on all Project Assets, which right shall provide Sarpy with the exclusive right to negotiate with CII for the acquisition of all Project Assets for a period of thirty (30) days from CII's initial notice to Sarpy of such proposed liquidation.



- d) This Agreement may be terminated for failure of CII to make timely material payments to Sarpy as specified in this Agreement. If CII fails to pay Sarpy undisputed material payments owed to Sarpy by CII within sixty (60) days of Sarpy's written notice, Sarpy may terminate this Agreement.
- e) If Sarpy elects to terminate this Agreement as a result of a material breach by CII that is not subsequently cured pursuant to this Agreement and (i) CII acknowledges such material breach has occurred in writing; or (ii) it is determined that such material breach has occurred through either Section 16 Dispute Resolution mechanisms or through a court of law, at Sarpy's option, Sarpy may purchase at cost as of the date of termination plus depreciation all CII Equipment and materials on the Beneficial End Use Product Project Facility Site along with all Equipment and materials for the LFGCS. CII shall, at its sole cost and expense, coordinate the transfer to Sarpy any and all operation and maintenance manuals and records and instructional materials on the operation and maintenance of the Equipment and training in the use of the Equipment. Following termination of the Agreement pursuant to this Section 10(e), CII shall also forfeit all rights to ERBs created at the Landfill after the date of breach.

- f) Upon the expiration of this Agreement at the end of the Term or any renewal period, CII shall coordinate the transfer to Sarpy of all Project Equipment and materials installed at the Landfill, including any and all operation and maintenance manuals and instructional materials on the operation and maintenance of the Equipment and training in the use of the Equipment, provided that all Project Management Costs, Operational Costs, Registration Costs, Verification Costs, and Major Capital Improvements have been reimbursed to CII in accordance with Section 4. If all Project Management Costs, Operational Costs, Registration Costs, Verification Costs, and Major Capital Improvements have not been reimbursed to CII in accordance with Section 4, CII shall coordinate such transfer after, at Sarpy's election, Sarpy pays to CII (i) any such outstanding costs; (ii) the net book value of all surface Project Equipment and surface materials installed by CII at the Landfill; or (iii) such other payment to which the Parties agree in writing. At the option of Sarpy, at its sole cost and expense, and as required by any local, county, state or federal law or regulation, the well field may be capped and sealed, vented or such other as required for the management of LFG.
- g) Upon the expiration of the Term, CII and Sarpy may, upon mutual agreement, renew this Agreement for up to one (1) additional five (5) year period.
- h) Following the termination or expiration of this Agreement, Sarpy will be entitled to all ERBs created at the Landfill, including, but not limited to, all revenues from the sales of such ERBs, unless CII terminates the Agreement pursuant to Sarpy's breach. If CII terminates the Agreement pursuant to Sarpy's breach, CII shall retain all rights to ERBs committed for future sale at the time of such termination through the otherwise established Term of the Agreement. At the time of termination or expiration of this Agreement, CII shall pay to Sarpy all monies it owes to Sarpy, including but not limited to quarterly and yearly payments pursuant to section 4(f) and 4(g) of this Agreement.

11. SARPY'S WARRANTIES. Sarpy represents and warrants that:

- a) It is understood and agreed to by CII that Sarpy does not warrant or guarantee the rates of production, the chemical composition or heating content of the LFG from the Landfill.
- b) It has good and marketable title to all LFG captured by the LFGCS Project at the Landfill;
- c) It will provide all available data requested by CII or its authorized representatives for the purpose of CII making a determination of the quantity and quality of Emission Reduction Benefits in a timely manner.
- d) The data provided to CII shall be accurate in all material respects.
- e) During the Term, ERBs sold or available for sale to CII as a result of the Project pursuant to this Agreement shall not be sold, transferred or made available for use by Sarpy to any other person or entity, except as herein defined. Sarpy will not claim

any of the ERBs delivered or sold to CII under this Agreement as part of its own carbon inventory, carbon footprint or other carbon statement or declaration without disclosing, in conjunction with such claim, the general nature and impact of the ERB transaction which is the subject of this Agreement.

12. **FURTHER ASSURANCES.** Upon reasonable request, either Party shall execute such documents, including but not limited to access agreements and lease agreements if necessary, subject to their review and approval and take such further actions from time to time as may be necessary to validate ERBs.

13. **INDEMNITY**

a) By Sarpy. Sarpy shall indemnify and hold CII harmless from any claims or demands and any actions, suits, orders or any other form of legal proceeding brought by a third party, including any government authority or regulator, relating to: (i) any negligent act or omission and any materially untruthful or reckless representation made by Sarpy or its officers or employees in connection with the creation, use or sale of Emission Reduction Benefits subject to this Agreement; (ii) any damages incurred by CII or INGENCO arising from Sarpy's noncompliance with its permits, licenses and other governmental approvals related to the equipment and operations of the Landfill, including but not limited to costs, claims, demands, or liabilities arising out of allegations that leachate or condensate collected by CII through operation of the Project contains or constitutes hazardous waste; or (iii) any breach of Sarpy's warranties. In addition, throughout the Term, Sarpy shall indemnify and hold CII harmless from any costs, claims, demands, or other liabilities relating to CII's disposal of leachate or condensate collected by CII through operation of the Project.

b) By CII. CII shall indemnify and hold Sarpy harmless from any claims or demands and any actions, suits, orders, or any other form of legal proceeding brought by a third party, including any government authority or regulator, relating to any negligent act or omission, of CII, or its officers, employees or contractors, or any materially untruthful or reckless representation made by CII or its officers, employees or contractors in connection with (i) the creation, use, sale, or purchase of the Emission Reduction Benefits generated pursuant to this Agreement or (2) incurred by Sarpy arising from CII's material noncompliance with permits, licenses and/or other governmental approvals obtained by CII related to the Equipment and operations of the Project.

14. **SUBCONTRACTING.**

a) CII may subcontract the work to be performed pursuant to this Agreement, but shall not do so without prior written consent of Sarpy, which consent shall not be unreasonably withheld. If such consent is granted, CII will retain responsibility for all work associated and performed under this Agreement. CII must identify in writing any subcontractors it intends to use prior to the execution of this Agreement.

15. RESERVATIONS REGARDING PROJECT DEVELOPMENT. CII acknowledges that Sarpy is relying on CII to provide certain tactical advice regarding the creation of marketable ERBs. CII will use all reasonable efforts to promptly and efficiently identify as many ERBs from the Project as commercially practical within the term of this Agreement. Notwithstanding this commitment, the Parties mutually acknowledge that:
- a) SARPY MAKES NO REPRESENTATION OR WARRANTY AS TO THE NUMBER OF ERBs WHICH MAY BE GENERATED AS A RESULT OF ANY PROJECT; AND
 - b) CII MAKES NO REPRESENTATION OR WARRANTY AS TO THE MARKETABILITY OR VALUE TO BE REALIZED AS A RESULT OF THE CREATION OF ERBs AT THE PROJECT.
16. DISPUTE RESOLUTION. The Parties agree that any material dispute between the Parties relating to this Agreement will be submitted to a panel of two (2) senior executives (Vice-President, Deputy Director, County Board, County Administrator or their designee, or a person more senior) of each Party. Either Party may initiate this proceeding by providing initial written notice of the material dispute to the other Party. Within twenty (20) days from the date of receipt of the initial notice, the Parties' executives shall confer and make a decision concerning the dispute in an effort to resolve such dispute. The decision of the executives will be final and binding on the Parties.
- a) Mediation. In the event the executives are unable to resolve such dispute, the Parties agree to attempt in good faith to resolve the dispute through confidential mediation. The Parties shall select a mutually agreeable mediator or, if the Parties cannot agree upon a mediator, the Parties shall jointly request an independent mediation association such as JAMS, MACRO or another independent mediation association as agreed upon by the parties to appoint a mediator. The Parties shall agree upon mediation procedures or, if the Parties cannot agree to such procedures, the Parties agree to be subject to mediation procedures imposed by the appointed mediator. The Parties agree to equally divide the costs of any mediation. Each Party's executives shall be identified by written notice to the other Party and may be changed at any time thereafter, also by written notice to the other.
 - b) Remedies not Limited. If the Parties are unable to resolve any dispute through the executive panel discussion or the mediation procedures as set forth above within sixty (60) days of the initial notice pursuant to 16(a), nothing in the Contract Documents shall be construed so as to require or preclude any specific dispute resolution procedure, including litigation in a court of law.
17. ADDITIONAL TERMS AND CONDITIONS.
- a) This Agreement constitutes the full understanding of the Parties and supersedes all prior understandings of the Parties, both written and oral. No terms, conditions, understandings or Agreements purporting to modify or vary the terms of this

document shall be binding unless hereafter made in writing and signed by both Parties.

- b) In the event either Party is prevented from performing or is unable to perform any of its material obligations, other than a payment obligation, under this Agreement due to any Act of God, fire, flood, earthquake, war, strike, lockout, epidemic, riot, insurrection or any other cause beyond the reasonable control of the Party ("Force Majeure") invoking this section, and if such Party shall have used its commercially reasonable efforts to mitigate the effects of Force Majeure, such Party shall give prompt written notice to the other Party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse of Force Majeure, if such Party is not able to perform within one hundred eighty (180) days after such event, the other Party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either Party that exist as of the date of termination. Neither Party shall be required to settle a labor dispute, strike or lockout in order to mitigate or remedy a condition of Force Majeure.
- c) This Agreement shall be interpreted according to the laws of the State of Nebraska, without regard to any conflict of laws provisions that would compel the application of the law of any other forum.
- d) This Agreement shall be binding upon and inure to the benefit of Sarpy and CII and their respective successors and permitted assigns.
 - i) CII shall have the right to assign all or part of its interest in this Agreement to an Affiliate of CII or Blue Source, LLC, without Sarpy's consent, provided that such successive affiliate provides reasonable assurances to Sarpy of its ability to construct, operate and maintain the Project, to make required payments to Sarpy and expressly assumes all obligations of CII under this Agreement.
 - ii) In all other instances, CII shall have the right to assign all or part of its interest in this Agreement to any successive operator of the Project, with such right subject to Sarpy's consent, not to be unreasonably withheld, provided that such successive operator provides reasonable assurances of its ability to operate and maintain the Project and make required payments to Sarpy.
- e) Either Party may change its address for purposes of this section by giving notice of such change as provided by this section. Any notice required herein shall be given in writing to the persons listed below. Any change in address for a Party shall be promptly communicated in writing to the other Party.

Sarpy County, Attn: Deb Houghtaling, Sarpy County Clerk, 1210 Golden Gate Drive, Papillion, NE 68046. Phone (402) 593-2119. Fax (402) 593-4360.

CII, LLC, "CII", Attn: Contract Administrator, 3165 East Millrock Drive, Suite 340, Holladay, UT 84121, USA. Phone (801) 322-4750. Fax (801) 363-3248.

- f) If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this agreement shall be construed and enforced as if such invalid unenforceable provision had not been contained in it.
- g) This Agreement may be amended from time to time by written agreement, duly authorized and executed by the Parties. Oral statements purporting to amend this Agreement shall be null and void. The headings set forth in this Agreement are for reference purposes only and will not be considered in the interpretation or enforcement of the provisions of this Agreement.

CARBON INVESTMENT
INFRASTRUCTURE

SARPY COUNTY

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT 1

