

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING THIRD ADDENDUM TO AGREEMENT WITH
BLUE SOURCE/CII FOR LANDFILL GAS COLLECTION SYSTEM
AT THE SARPY COUNTY LANDFILL**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, this board approved an agreement on April 14, 2009 between the County of Sarpy and Blue Source/CII to provide for the installation and operation of a landfill gas collection system at the Sarpy County Landfill; and,

WHEREAS, this board approved an Addendum to said Agreement on April 28, 2009 and May 25, 2010; and,

WHEREAS, the parties are desirous of entering into a Third Addendum amending the provisions of said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts this Third Addendum to 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 Third Addendum to the Agreement with Blue Source/CII, a copy of which is attached, and any other related documents, the same being approved by the Board.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 7th day of February, 2012



Sarpy County Board Chairman

ATTEST





Sarpy County Clerk

**THIRD ADDENDUM TO AMEND AGREEMENT
WITH CARBON INFRASTRUCTURE INVESTMENT, LLC.**

This Third Addendum ("Addendum") to that certain Agreement between Carbon Infrastructure Investment, LLC, a Delaware Limited Liability Company ("CII") and Sarpy County, Nebraska, a body politic and corporate ("Sarpy"), with an effective date of May 1, 2009 ("Agreement") is made and entered into by and between CII and Sarpy.

WHEREAS, the parties have previously entered into an Agreement and First and Second Addendums to provide for the installation and operation of a landfill gas collection system at the Sarpy County Landfill; and,

WHEREAS, pursuant to the Agreement and Addendums, CII has installed such landfill gas collection system which was deemed operational on December 9, 2010;

WHEREAS, the parties desire to further amend the provisions of the Agreement through this Third Addendum;

NOW, THEREFORE, it is hereby agreed by and between the parties:

I.

The prior Agreement and First and Second Addendums between the parties are hereby amended by the terms of this Addendum.

II.

Definitions: All terms used in this Addendum which are capitalized but not defined herein shall have the same definition as is set forth in the Agreement.

III.

Addendums to Original Agreement: All terms and conditions of the Agreement and subsequent Addendums remain unchanged and in full force and effect unless such terms are specifically and expressly modified or superseded by this Addendum, in which case this Addendum shall control.

IV.

Parties: Pursuant to Section 17.d.i., CII hereby assigns its obligations under the Agreement to its Affiliate, CII Methane Management II, L.L.C. ("Assignee"). Assignee acknowledges said assignment and hereby agrees to perform all obligations of CII pursuant to the original Agreement, First Addendum, Second Addendum and this Third Addendum. Assignee shall provide Sarpy with reasonable assurances that it can fulfill all obligations set forth in the terms and conditions of the Agreement, First Addendum, Second Addendum and Third Addendum.

V.

PROJECT PHASES: Section 2.c.i. shall be amended to extend until September 30, 2012 the deadline by which CII must determine the feasibility of an LFG Utilization Project and shall read as follows: "CII, its Assignee or partner, which partner shall be approved by Sarpy and such approval shall not be unreasonably withheld, will determine the feasibility of an LFG Utilization Project. CII, its Assignee or partner must make this determination and notify Sarpy in writing no later than September 30, 2012."

VI.

PROJECT PHASES: Section 2.c.ii. shall be amended to extend until December 31, 2012 the deadline by which CII or its Assignee may review alternative projects in order to develop a Beneficial End Use Product, such as a direct use or gas project, in the event that an LFG Utilization Project with OPPD is not feasible. Section 2.c.ii. shall read as follows: "If CII or its Assignee determines that an LFG Utilization Project with OPPD is not feasible, CII or its Assignee shall have until December 31, 2012 to review alternative projects to develop a Beneficial End Use Product such as a direct use or gas project."

VII.

PROJECT PHASES: Section 2.c.iii. shall be amended to delete Section 2.c.iii.d.

VIII.

PROJECT PHASES: Section 2.c.v. shall be amended to extend until December 31, 2013 the deadline by which CII or its Assignee must install the LFG Utilization Project and shall read as follows: "In the event CII or its Assignee elects to undertake the LFG Utilization Project, CII or its Assignee will use commercially reasonable efforts to install the LFG Utilization Project and have it operating by December 31, 2013. CII or its Assignee will provide all specifications and drawings for the LFG Utilization Project to Sarpy for Sarpy's review and approval, which approval shall not be unreasonably withheld or delayed. Final approval of all specifications and drawings must be consented to and agreed upon in writing by all Parties."

IX.

All references to INGENCO shall be deleted from the Agreement, First Addendum and Second Addendum, including but not limited to Sections 1.y., 2.c., 2.c.i., 3.b. and 13.a. in the Agreement.

X.

EVALUATION PERIOD: Section 3.b. shall be amended to extend until September 30, 2012 the deadline by which CII must complete the Phase 2 due diligence assessment and shall read as follows: "In the event that CII or its Assignee goes forward with Phase 1 of the Project, CII or its Assignee shall conduct a due diligence assessment of the viability of an LFG Utilization Project. Such assessment shall be completed by September 30, 2012. If CII does not notify Sarpy in writing of its decision to go forward with Phase 2 of the Project on or before

January 15, 2013, Sarpy may, at its sole discretion, elect to develop a beneficial end use of the captured Landfill gas such as, but not limited to, energy co-generation capability.”

XI.

REMUNERATION AND COSTS: Section 4.b. shall be amended to delete Section 4.b.i.

XII.

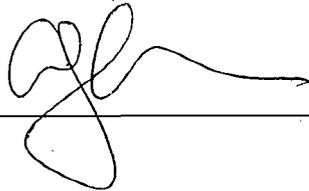
The remaining terms and conditions of said prior Agreement, First Addendum and Second Addendum shall remain unchanged.

IN WITNESS WHEREOF, we, the contracting parties and Assignee, by our respective and duly authorized agents, hereby affix our signatures and seals as shown on the following signature pages.

Dated this 7th day of February, 2012.

**BY CARBON INFRASTRUCTURE
INVESTMENT, LLC**

BY SARPY COUNTY, NEBRASKA



Annika Colston
Name

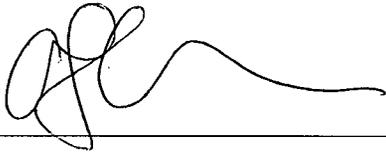


Rusty Hike
Name

President
Title

Chairman
Title

**BY CII METHANE MANAGEMENT II,
L.L.C.**



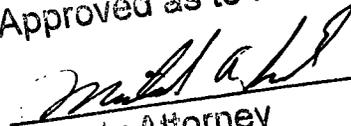
Annika Colston

Name

President

Title

Approved as to form:



County Attorney

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Addendum #3 Gas Management System

On April 14, 2009 the Board of Commissioners approved an agreement with Blue Source/CII for a Landfill Utilization/Management Project. The goal of this project is to assist in the elimination of odors at the Sarpy County Landfill. Blue Source/CII has undertaken this project at their expense with royalties provided to the County.

As part of the agreement, time lines were developed for two phases. Phase I is for the implementation of a flare system. Phase II is for the evaluation and development of a gas utilization system.

The first addendum adjusted some of the technical language of the agreement. The second addendum extended the time schedule for Phase I due to a lengthened permit process. The major parts of the third addendum are for the extension of Phase II allowing Blue Source a reasonable amount of time to determine the feasibility of a utilization system along with the extension for the installation of such system.

I have placed this on the agenda for the February 7, 2012 Board meeting for your approval. If you have any questions, please feel free to contact me at bgarber@sarpy.com.

February 2, 2012


Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Duwaine Brigman
Kerry Schmid

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

February 9, 2012

Annika Colston
C2i Methane Partners
93 St. Marks PI Suite 2
New York NY 10009

Re: Third Addendum to Agreement for Landfill Gas Collection System

Enclosed is an original of the subject agreement addendum for your records which has been approved by the Sarpy County Board and signed by the Chairman on February 7, 2012.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive style with a large, looping initial "D".

Deb Houghtaling
Sarpy County Clerk

Enclosures
DJH/kk