

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

22-15601

SAP Number

Public Works

Department Contract Representative Darren Meeka, Deputy Director
Telephone Number (909) 386-8701

Contractor Biofuels San Bernardino Biogas, LLC
Contractor Representative Brian McCarthy
Telephone Number _____
Contract Term _____
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center _____

The San Bernardino County Solid Waste Management Division (County) has entered into Agreements with Biofuels San Bernardino Biogas, LLC. (Biofuels) to provide for the sale and use of landfill gas from the Colton Landfill to produce renewable hydrogen fuel', and to lease a portion of the Colton Sanitary Landfill to provide for the siting and operation of the processing facility. A Memorandum of Lease and Landfill Gas Sale and Purchase regarding these agreements shall be recorded to provide notice of terms and conditions within these Agreements.

FOR COUNTY USE ONLY

Approved as to Legal Form

KR
Kristina Robb, Principal Assistant County Counsel

Date 6/24/22

Reviewed for Contract Compliance

Andy Silao
Andy Silao, P.E., Chief

Date 6-27-22

Reviewed/Approved by Department

Brendan Biggs
Brendan Biggs, Director

Date 6-27-22

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Name: Lauren E. Verbiscus Rowe
Archaea Energy Inc.
4444 Westheimer Road, Suite 450G
Houston, Texas 77027
Attn: Legal Notices

(ABOVE SPACE FOR RECORDER'S USE ONLY)

THIS MEMORANDUM OF LEASE AND LANDFILL GAS SALE AND PURCHASE AGREEMENT (this "Memorandum"), dated as of the 28th day of June, 2022, is by and between SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS, SOLID WASTE MANAGEMENT DIVISION, CALIFORNIA, a body corporate and politic ("Lessor"), and BIOFUELS SAN BERNARDINO BIOGAS, LLC, a Delaware limited liability company ("Lessee").

WHEREAS, Lessor and Lessee have entered into (a) an Amended and Restated Site Lease dated as of June 28, 2022 (together with all related Exhibits and Schedules, the "**Lease**"), under which Lessor leases to Lessee, and Lessee leases from Lessor the "**Project Site**", as more particularly described on Exhibit A attached hereto and incorporated herein by reference, which is a portion of the real property located at 850 Tropica Rancho Road, Colton, California (the "**Landfill**"); and (b) a Landfill Gas Sale and Purchase Agreement dated as of June 28, 2022 (together with all related Exhibits and Schedules, the "**LFG Agreement**" and together with the Lease, the "**Agreements**"), under which Lessor grants, conveys, transfers, and assigns, the exclusive rights, title, and interest in and to all Landfill Gas generated from the Landfill existing or to exist during the Term, including, but not limited to, all economic benefits and Environmental Attributes thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meaning given in the LFG Agreement.
2. Name and Principal Place of Business of Lessor. The name and address of Lessor is SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS, SOLID WASTE MANAGEMENT DIVISION, CALIFORNIA, with its principal place of business at 222 W. Hospitality Lane, Second Floor, San Bernardino, California 92415.
3. Name and Principal Place of Business of Lessee. The name and address of Lessee is BIOFUELS SAN BERNARDINO BIOGAS, LLC, a Delaware limited liability company, with its principal place of business at 4444 Westheimer Road, Suite 450G, Houston, Texas 77027.
4. Term. The initial term of the Lease and associated LFG Agreement commenced on September 24, 2019 and expires on September 24, 2023 (the "Option and Construction").

Term”). At the conclusion of the Option and Construction Term (as set forth in more detail in the Lease and LFGA), the term shall automatically convert to twenty (20) years.

5. Notices. Notices shall be given to the parties to the Agreements in writing by United States mail, postage prepaid at the following addresses:

if addressed to Lessor:

San Bernardino County, a California jurisdiction
Solid Waste Management Division
222 West Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017
Attn: Deputy Director
Email: Darren.meeka@dpw.sbcounty.gov

if addressed to Lessee:

Biofuels San Bernardino Biogas, LLC
4444 Westheimer Road, Suite 450G
Houston, Texas 77027
Attn: Legal Notices
E-mail: legal@archaea.energy

6. Conflicts. This Memorandum is intended for recording purposes only to provide notice of certain terms and conditions contained in the Agreements and is not to be construed as a complete summary of the terms and conditions thereof. This Memorandum is subject to the Agreements and any amendments, modifications, alterations, renewals, and extensions of the Agreements. The terms and provisions of the Agreements are incorporated in this Memorandum by reference. In the event of any conflict between this Memorandum and the Agreements, the provisions of the Agreements shall control.
7. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.
8. Governing Law. This Memorandum shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws principles thereof.

(Signature Pages Follow)

(Signature Page 1 of 2)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

SAN BERNARDINO COUNTY DEPARTMENT
OF PUBLIC WORKS, SOLID WASTE
MANAGEMENT DIVISION, CALIFORNIA

By: Dawn M. Rowe

Name: Dawn M. Rowe

Its: Vice Chair

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

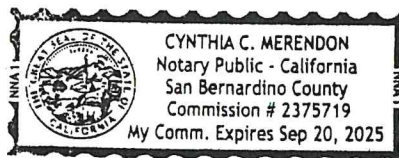
County of San Bernardino

On June 28, 2022 before me, Cynthia C. Merendon (insert name and title of the officer), personally appeared Dawn M. Rowe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cynthia C. Merendon (Seal)



IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

BIOFUELS SAN BERNARDINO
BIOGAS, LLC

By: Brian McCarthy
Brian McCarthy

Name: Brian McCarthy

Its: Chief Investment Officer

State of Texas)

) ss:

County of Denton)

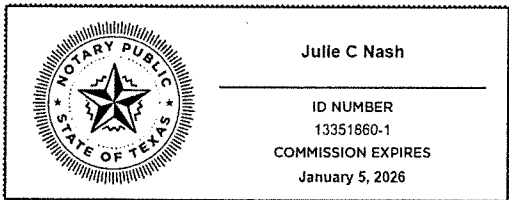
On the 18th day of June in the year 2022, before me, the undersigned, personally appeared Brian McCarthy, who acknowledged himself to be the CIO of BioFuels San Bernardino Biogas, LLC, a Delaware limited liability company, and that he, as such CIO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company himself as such CIO.

Julie C Nash

Notary Public

My commission expires: 01/05/2026

(SEAL)



Notarized online using audio-video communication

Exhibit A
Legal Description of Project Site

Parcel 1

That portion of the Tropica Rancho, in the County of San Bernardino, State of California, as per plat recorded in Book 3 of Maps, Page 26, records of said County, more particularly being a portion of Parcel C of the Grant Deed from Forrest N. Daggett and Elizabeth Daggett to the San Bernardino County Flood Control District, in the document recorded in Book 6169, Page 721, Official Records of said County, more particularly described as follows:

Beginning at the Southeast corner of said Parcel C;

Thence North 00°15'48" West along the East line of said Parcel C a distance of 133.87 feet;

Thence North 87°40'24" West a distance of 214.51 feet;

Thence North 03°28'30" West a distance of 0.34 feet to the **True Point of Beginning**;

Thence South 86°06'25" West a distance of 31.97 feet;

Thence North 04°19'06" West a distance of 69.08 feet;

Thence North 83°10'20" East a distance of 84.02 feet;

Thence North 02°12'27" West a distance of 100.49 feet;

Thence South 87°34'42" West a distance of 152.98 feet;

Thence North 00°24'49" East a distance of 129.93 feet;

Thence South 75°45'50" East a distance of 175.03 feet;

Thence South 11°18'12" East a distance of 74.30 feet;

Thence South 44 °50'06" East a distance of 158. 76 feet;

Thence South 74°57'00" East a distance of 215.42 feet;

Thence South 01 °25'08" West a distance of 32.99 feet;

Thence North 86° 41 '39" West a distance of 260.44 feet;

Thence North 86°32'27" West a distance of 85.05 feet;

Thence South 86°06'25" West a distance of 49.14 feet to the **True Point of Beginning**.

Parcel 1 contains 55391.06 sq.ft. (1.27 acres), more or less.