TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

Date: April 22, 2022

Transaction Confirmation #: 1B

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated April 22, 2022. The terms of this Transaction Confirmation are binding upon mutual execution hereof. Capitalized terms not otherwise defined in this Transaction Confirmation shall have the meaning given to them in the Base Contract.

SELLER:
Archaea Energy Marketing LLC

4444 Westheimer Road, Suite G450
Houston, TX 77027

Attn: ____
Phone: ____
Fax: ____
Base Contract No. _________________________________
Transporter: _____________________________________
Transporter Contract Number: _______________________

BUYER:
Vermont Gas Systems, Inc.

85 Swift Street
South Burlington, VT 05403

____
Attn: ____
Phone: ____
Fax: ____
Base Contract No. _________________________________
Transporter: _____________________________________
Transporter Contract Number: _______________________

Contract Price: $ [redacted]/Dth, subject to escalation as described below, plus all reasonable costs incurred by Seller to transport the Contract Quantity to the Delivery Point or the US Trading Hub Delivery Point, as applicable.

Escalation: Contract Price will be adjusted annually beginning January 1, 2023 based on the percentage increase, if any, of the Consumer Price Index for All Urban Consumers (CPI-U) as of November of the previous year, not seasonally adjusted; provided that such increase will not exceed [redacted] in any given year.

Delivery Period: Begin Date: July 1, 2022, subject to the Conditions in Section 6 of this Transaction Confirmation
End Date: Exactly Fourteen and One Half (14.5) years from the Begin Date, provided that the Delivery Period may be extended for an additional five (5) years past the End Date upon mutual agreement in writing and signed by both Parties.

Performance Obligation and Contract Quantity:

During the Delivery Period, Seller shall deliver and sell to Buyer, and Buyer shall receive and purchase from Seller, on a Firm basis, the Contract Quantity of Biogas (which includes both Gas and all Environmental Attributes associated with the Gas) specified below, at the Delivery Point or the US Trading Hub Delivery Point, as applicable, subject to and on the terms set forth in the Contract and as modified by the Special Conditions set forth below:

Firm (Fixed Quantity):

Contract Quantity: 300,000 Dth of Biogas in each Contract Year during the Delivery Period, provided that during the first Contract Year only, the Contract Quantity shall be prorated in accordance with the nominated quantity in Section 2, below; provided that Buyer may provide Seller advanced written notice of its commitment to purchase and receive additional incremental Contract Quantity in any Contract Year, provided that such notice is provided by Buyer to Seller in accordance with the table below; and provided further that Buyer may elect to increase Contract Quantity in increments above 100,000 Dth per Contract Year only with the written consent from Seller. Following notice from Buyer in accordance with this paragraph, the parties will amend this Transaction Confirmation as necessary to reflect the amended Contract Quantity. The parties acknowledge and agree that Biogas delivered under this Transaction Confirmation is not required to be delivered on a daily or monthly ratable basis; provided, however, that Seller will deliver Biogas to Buyer at the Delivery Point on a quarterly ratable basis, subject to agreement of the parties on a schedule of nominations and delivery for each Contract Year; and provided further that no daily delivery shall exceed i) 5,500 Dth on any single Day in the first Contract Year, and ii) 0.55% of the annual Contract Quantity minus the Transportation Quantity on any single Day starting in the second Contract Year, unless otherwise agreed upon by the parties.

Increase in annual Contract Quantity	Months' advanced written notice to Seller
100,000 Dth/yr. +	12
67,000 – 99,999 Dth/yr.	9
Up to 66,999 Dth/yr.	6

Delivery Point(s):

For both delivery by Displacement and Physical Path Delivery: Parkway, Ontario, CN; provided that the nominated Transportation Quantity shall be delivered at the liquid trading hub located in the United States which is nearest the Biogas source facility (such point, the "US Trading Hub Delivery Point").

Special Conditions:

1. **Definitions:**

"Biogas" means (i) Gas, meeting the definition of "Biogas" in the then-current Renewable Fuel Standards Regulation in 40 C.F.R. 80.1401, produced at a biogas processing facility, along with the Environmental Attributes associated therewith or (ii) Gas, meeting the definition of "Biogas" in the then-current Renewable Fuel Standards Regulation in 40 C.F.R. 80.1401, produced by Seller accompanied by the quantity of Environmental Attributes corresponding to the quantity of such Gas.

"Biogas Supply Source" means Seller's Biogas production facility at the Seneca Meadows Landfill, in Seneca, New York ("Seneca Facility"); provided that Seller may source Biogas delivered hereunder from an alternative facility within its network in the Northeastern United States (including, without limitation, Pennsylvania and New York) in accordance with Section 2 below.

"CARB" means the California Air Resources Board or its successor agency.

"Contract Year" means a period of twelve (12) consecutive months beginning on November 1 each year during the Delivery Period, except for the first Contract Year, which shall begin on the Begin Date, and end on October 31, 2022.

"Displacement" means, for the purposes of this Contract, the transportation of Biogas on the natural gas pipeline system via the substitution of a source of Biogas at one point for the same quantity of another source of Gas at another point on an interconnected pipeline network during the same time period, and the transfer to Buyer of Environmental Attributes associated with the Biogas from Seller to Buyer.

"Environmental Attribute" means all environmental and other attributes, characteristics, benefits, reporting rights, credits, reductions, offsets, allowances, green tags and all other benefits attributable to the production, delivery, or use of Gas sold pursuant to this Contract."

"Gas Year" means a period starting November 1 and ending October 31.

"Low Carbon Fuel Standard" or "LCFS" means the regulations, orders, decrees and standards issued by CARB or other applicable governmental authority implementing or otherwise applicable to the Low Carbon Fuel Standard set forth in the California Code of Regulations at Title 17, §§ 95480 et seq., and each successor regulation, as may be subsequently amended, supplemented or restated from time to time.

"Net Proceeds" means the net revenue received by Seller from its sale of the Transportation Quantity of Biogas into the vehicle transportation market, after accounting for Seller's reasonable costs for storage, transportation, and marketing associated with monetizing Biogas pursuant to this Transaction Confirmation.

"Physical Path Delivery" shall mean delivery of Biogas by a continuous physical pipeline transportation path from the supply source to the Delivery Point.

"RIN" means Renewable Identification Number under the federal renewable fuel standard program.

2. Nomination to Transportation Market and Monetization

With the exception of the first Contact Year (for which the Parties have agreed to nominated quantities), no later than June 1 prior to the start of each Contract Year during the Delivery Period, Buyer may nominate the quantity of the Contract Quantity, from 0 Dth up to the Contract Quantity, that Buyer desires Seller to retain and market into the vehicle transportation market on Buyer's behalf to generate RINs, LCFS credits, or any other credits available at the time of the sale ("Credits") by Seller (such amount, the "Transportation Quantity") during such Contract Year. The Transportation Quantity nominated by Buyer shall be delivered by Seller to Buyer by Physical Path Delivery at the US Trading Hub Delivery Point, and title to the Transportation Quantity of Biogas shall pass from Seller to Buyer at the US Trading Hub Delivery Point, provided that title shall immediately flash back to Seller to allow Seller to monetize such Transportation Quantity on Buyer's behalf. The parties acknowledge and agree that Buyer may modify a nomination during a Contract Year, subject to following: i) Buyer shall provide Seller written notice of each such modified nomination, with each such notice providing the modified nominated volume amount, method of delivery, and date that such nomination is effective, which shall be no less than ninety (90) Days' following the date of such notice; and ii) Buyer shall be responsible for any and all costs or damages incurred by Seller or Seller's Affiliate as a result of each such modified nomination, including, without limitation, costs for transportation and damages incurred under downstream contracts, provided that Seller shall use commercially reasonable efforts to mitigate any such costs and damages. Seller shall be relieved of its physical delivery obligations hereunder to the extent of the nominated Transportation Quantity in each Contract Year and Seller shall physically deliver the difference between the Contract Quantity and the nominated Transportation Quantity, if any, to Buyer at the Delivery Point in accordance with the terms of this Contract. Any amount of the Contract Quantity not nominated to the Transportation Quantity in accordance with the terms hereof shall be delivered to Buyer at the Delivery Point on a daily basis and shall be sourced from Seller's Seneca Facility; provided that if Seller is unable to supply the Contract Quantity, in full or in part, from the Seneca Facility for any reason, including, without limitation, as a result of an event of Force Majeure or planned or unplanned maintenance, Seller may source the Contract Quantity from any other Biogas processing facility in Seller's network located in the Northeast United States (including Pennsylvania and New York), provided further that Buyer will not be responsible for paying Seller's costs for transportation of the Contract Quantity to the Delivery Point to the extent such cost exceeds the cost to transport the Contract Quantity from the Seneca Facility to the Delivery Point when the Contract Quantity is sourced from sources other than Seller's Seneca Facility. Notwithstanding the foregoing in this Section 2, Buyer will be responsible for paying Seller's cost for transportation of the Contract Quantity to the Delivery Point regardless of the Seller's source facility during the first twelve (12) calendar months following the Begin Date.

In the event that Buyer nominates the Seller to retain a specific Transportation Quantity of Biogas in any Contract Year, Seller shall use commercially reasonable efforts to market and sell the Transportation Quantity of Biogas into the vehicle transportation market on behalf of Buyer to generate Credits. In consideration of Seller monetizing the benefits of the Biogas on its behalf, Buyer hereby agrees that Seller shall retain [redacted] of the Net Proceeds, if any, in excess of the Contract Price (the "***Seller Share***"). Seller shall remit to Buyer [redacted] of the Net Proceeds, if any, in excess of the Contract price (the "***Buyer Share***"), within 30 Days of the sale of the Credits by Seller.

Seller will generate Credits no later than the end of the Month following the Month of production at Seller's facilities. Seller will arrange for final sale of Credits and use commercially reasonable efforts to secure best-available market pricing for its downstream sale of Credits. The sale of Credits shall occur no later than thirty (30) Days after the Credits have been generated, with payment to Buyer from Seller of amounts due as the Buyer Share in accordance with this Section 2 from such Credit sales occurring no later than the end of the Month following the Month in which the Credits are sold by Seller.

For purposes of the first Contract Year, the parties acknowledge that Buyer has nominated 99,952 Dth to Seller as Transportation Quantity in the first Contract Year and that Seller shall deliver to Buyer 50,048 Dth to Buyer at the Delivery Point in the first Contract Year, and that the nominated Transportation Quantity shall be delivered to Buyer at the US Trading Hub Delivery Point by Physical Path Delivery, with title to such volumes of Biogas flashing back to Seller in accordance with this Section 2, with the remainder of the Contract Quantity physically delivered to Buyer at the Delivery Point, with title to such volumes of Biogas remaining with Buyer.

3. Delivery Nomination

No later than June 1 of each year during the Delivery Period, Buyer shall nominate to Seller the method of delivery for deliveries (Displacement or Physical Path Delivery) of Biogas in the immediately subsequent Gas Year; provided that the parties acknowledge and agree that all volumes of Biogas nominated as Transportation Quantity shall be delivered by Physical Path Delivery to the US Trading Hub Delivery Point, and all remaining volumes of the Contract Quantity of Biogas not nominated to the transportation market shall be delivered by Physical Path Delivery to the Delivery Point.

If Buyer fails to provide to Seller notification of the method of delivery by June 1 of any year, the method of delivery that were selected in the previous Gas Year will be used again for the subsequent Gas Year.

The nomination obligations in this Section 3 of this Transaction Confirmation are addition to the nomination obligations set out in Section 4.2 of the General Terms and Conditions of the Base Contract.

4. Performance Obligation

In accordance with the delivery nomination obligations in Section 3 and Section 4 of this Transaction Confirmation, if Buyer nominates delivery by Displacement, the nominated Contract Quantity, less any nominated Transportation Quantity, shall be delivered by Seller by Displacement. Buyer acknowledges and agrees that deliveries via Displacement do not require nomination on a continuous physical transportation path from the Biogas Supply Source.

If Buyer nominates delivery of to the Delivery Point or the US Trading Hub Delivery Point, as applicable, by Physical Path Delivery, Seller shall: i) arrange for a continuous physical transportation path from Seller's source facility to the Delivery Point or the US Trading Hub Delivery Point, as applicable, for the nominated Contract Quantity, and Buyer shall be responsible for any and all costs incurred by Seller for arranging and securing such, provided that any Gas used for transportation (such as Gas for compression) be regular Gas not Biogas; ii) provide to Buyer reasonable documentation to evidence a continuous physical transportation path for delivery of the nominated Contract Quantity; and iii) deliver the nominated Contract Quantity to the Delivery Point or the US Trading Hub Delivery Point, as applicable.

5. Invoicing and Payment.

The section below supersedes Sections 7.1, 7.2 and 7.3 of the Base Contract in their respective entirety.

Seller will invoice Buyer for the Contract Quantity delivered in the preceding month on a monthly basis at the Contract Price, such invoices to be sent by the tenth day of each month. Payment of net amount(s) due to the appropriate party shall be made in the full amount due, including applicable taxes, no later than fifteen (15) days following Buyer's receipt of the invoice. Notwithstanding anything in this Section 5 to the contrary, the invoicing and payment procedures described herein are subject to the Credit generation and monetization process described in Section 2, above.

6. Condition Precedent

This Transaction shall be of no force or effect unless and until the following condition ("**Condition**") is satisfied or waived by Buyer in Buyer's sole discretion: this Transaction has obtained the necessary regulatory approvals, if any, required to be obtained by Buyer.

Seller: Archaea Energy Marketing LLC By: DocuSigned by: Nicholas Stork 45AF08DFAE0740A... Title: CEO Date: 5/2/2022	Buyer: Vermont Gas Systems, Inc. By: Neale F. Lunderville Title: President & CEO Date: April 29, 2022