

**BP Energy Company**  
**BP Products North America Inc.**

February 1, 2025

City of Tacoma  
Attn: Environmental Services  
2201 E Portland Ave  
Tacoma, Washington 98421

RE: Amendment to the Base Contract and Transaction Confirmation

Ladies and Gentlemen:

Reference is made to that certain RNG Transaction Confirmation dated May 7, 2018, by and among City of Tacoma, Washington (“**Seller**”), BP Energy Company (as successor-in-interest by assignment from IGI Resources, Inc., “**Buyer**”), and BP Products North America Inc. (“**Buyer’s Affiliate**”) (as may have been amended or modified from time to time, the “**RNG TC**”) entered under and pursuant to that certain Base Contract for Sale and Purchase of Natural Gas (“**Base Contract**”) dated March 20, 2018 (together with the Special Provisions and each addendum and exhibit thereto, and as may have been amended or modified from time to time, and collectively with the RNG TC, the “**Agreement**”). Capitalized terms used but undefined herein have the meanings ascribed thereto in the Agreement. Seller, Buyer, and Buyer’s Affiliate are collectively referred to herein as the “**Parties,**” and each individually is a “**Party.**”

By execution of this amendment letter (this “**Amendment Letter**”), the Parties hereby agree as follows:

1. Amendments to Effectuate Implementation of the Set Rule

The Parties acknowledge changes or modifications to applicable EPA RFS regulatory requirements promulgated by the final rule titled “Renewable Fuel Standard (RFS) Program: Standards for 2023-2025 and Other Changes” (88 FR 44468) (the “Set Rule”). The Parties acknowledge that the Set Rule will change certain aspects of the EPA RFS, the impact of which necessitate modifications to the Parties’ obligations under the Agreement. The Parties desire to adapt to the Set Rule and modify their respective responsibilities under the Agreement in a manner that is least disruptive and that preserves to the greatest extent reasonably practicable to the Parties the original economic bargain memorialized by the Agreement. Accordingly, the Parties hereby agree, adopt, and incorporate into the Agreement the amendments described on Attachment A hereto (the “Set-Rule Related Amendments”). As of the Amendment Effective Date, the Agreement shall be deemed amended by the Set-Rule Related Amendments to the extent described on Attachment A and to fully effectuate the Parties’ intent as described in this Amendment Letter. As used herein, the “**Amendment Effective Date**” means the earlier of (a) the date that the EPA has approved the Facility and its related pathway for operation under the Set Rule and (b) February 1, 2025.

2. With effect from January 1, 2025, and pursuant to Section 15.1(ii) of the Base Contract, the rights and obligations of IGI Resources, Inc. under the Agreement are assigned and transferred to BP Energy Company, an Affiliate of IGI Resources, Inc. Buyer shall deliver

**Amendment Letter** among  
BP Energy Company,  
BP Products North America Inc., and  
City of Tacoma, Washington

a notice of such assignment and transfer to Seller not later than the Amendment Effective Date.

3. Miscellaneous

(a) This Amendment Letter may be executed by one or more of the Parties on any number of separate counterparts (including by PDF or other electronic transmission of signature pages hereto), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

(b) Except as amended herein, all other terms of the Agreement are hereby ratified and shall remain in full force and effect, unaltered by this Agreement Letter.

*[Signature Page Follows]*

If you are in agreement with the foregoing, please sign a copy of this Amendment Letter and return it to us, upon which this Amendment Letter shall become a binding agreement between the Parties.

AGREED TO AND ACCEPTED:

BP ENERGY COMPANY

BP PRODUCTIONS NORTH AMERICA, INC.

Signature:

Signature:

Name: John Armstrong

Name: John Armstrong

Title: Attorney-in-Fact

Title: Authorized Representative

CITY OF TACOMA, WASHINGTON

Signature:

Name:

Title:

**(City of Tacoma Use Only – Blank Lines are Intentional)**

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Director of Finance: \_\_\_\_\_

Deputy/City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

## ATTACHMENT A

### Set-Rule Related Amendments

#### 1. Intent Generally; Cooperation.

- a. The Parties acknowledge and agree that it is their intent to adapt their rights and obligations under the Agreement, including by modifying any of the same, to the fullest extent reasonably necessary to comply with and perform thereunder in accordance with the changes to the EPA RFS implemented via the Set Rule. Such intent is expressed for the purpose of confirming and continuing to seek, to the maximum extent reasonably possible, the original allocation among the Parties of the economic benefits and attendant risks of the transaction(s) contemplated under the Agreement.
- b. To implement these Set-Rule Related Amendments, the Parties agree to cooperate with each other and support the transition of all reasonably necessary administrative and regulatory processes and requirements, including, but not limited to, requirements related to recordkeeping, reporting, RNG measurement, sampling, testing, and Product Transfer Document (“PTD”) requirements.

#### 2. Registered Parties and EPA RFS Participants.

- a. The Set Rule requires that all EPA RFS participants register under EPA Moderated Transaction System (“EMTS”) in accordance with their respective roles. The Parties will cooperate with one another to effect the foregoing, including with respect to coordinating activities to assist necessary third parties with respect to any such registration. The Parties recognize that a Party may not possess the legal right, other ability, or the control necessary vis-à-vis third parties to give effect to such requirement and, in such case, the Parties shall work cooperatively to resolve such issue in such a way as to preserve to the Parties, to the greatest extent reasonably practicable, the economic benefits of the transaction(s) contemplated by the Agreement.
- b. **K3 RIN Generation:** The Set Rule specifies that the RNG Producer is the K3 RIN Generator (*i.e.*, RINs that are attached to their specified volume of RNG). Accordingly, such EPA RFS participant shall undertake all steps and deliver to the EPA all information necessary for the generation of K3 RINs hereunder.
- c. **K2 RIN Separation:** The Set Rule specifies that K2 RINs may be separated from their associated volume of RNG only by the program participant that is able to demonstrate that the RNG was used as a transportation fuel. The Parties expect such party to be the Vehicle Fuel Producer and, as such, acknowledge and agree that Buyer’s Affiliate’s obligation to monetize or otherwise obtain any RIN Value is dependent upon, and therefore expressly conditioned upon, Buyer’s Affiliate receiving into its EMTS Account all such separated K2 RINs associated with the RNG purchased and sold under the Agreement. Neither Buyer nor Buyer’s Affiliate shall have any obligation to pay the RIN Value to Seller unless and until the Vehicle Fuel Producer shall have transferred such K2 RINs to Buyer’s Affiliate; provided, however, that the foregoing shall not alter Buyer’s and Buyer’s Affiliate’s obligation, if any, to otherwise compensate Seller in instances where the RNG is not ultimately dispensed in the vehicle fuel market; and provided, further, that Buyer and Buyer’s Affiliate shall use their respective

commercially reasonable efforts, consistent with their contractual rights, to obtain all such separated K2 RINs from the applicable Vehicle Fuel Producer. .

**3. Registration and QAP Period; Storage.**

- a. The Parties acknowledge and understand that there may be a period following the commercial operations date of the Facility during which the Facility, the RNG produced therefrom, and any necessary pathways will be under EPA review and therefore not yet approved for the EPA RFS program. Furthermore, upon certification or other approval from the EPA, there may be an additional period during which the QAP process will seek to certify such activities for the purpose of generating Q-RINs. Unless and until the Parties agree to a temporary, alternative Environmental Attribute program for the purpose of monetizing such Environmental Attributes during the these two delay periods, the Parties acknowledge and agree that there shall be no amounts due and payable from Buyer or Buyer's Affiliate with respect to Environmental Attributes until, and subject to Section 2(c) above, such time as the Facility's activity and such resulting vehicle fuel market activity are capable of generating Q-RINs. However, despite the foregoing, if the Parties agree otherwise to the generation of non-Q-RINs during the second delay period, the RIN Value shall be discounted by 7.5% off the contracted RIN Value amount.
- b. The Set Rule does not permit the use of virtual or other storage off site during the pendency of a pathway application. Accordingly, the Parties shall not be obligated to store any volume of RNG, whether on-site at a Facility or otherwise, for the purpose of later withdrawing such volume for the generation of RINs.

**4. EPA RFS Conversion Factor.**

It is acknowledged and agreed that the conversion factor specified in Contract Price section of the Transaction Confirmation may change from time to time and shall mean the then-current and applicable conversion factor used under the EPA RFS to convert the quantity of RINs for the RNG quantity delivered under the Agreement.

**5. Other Necessary Amendments.**

The parties acknowledge and recognize that there may be additional amendments required to implement the Set Rule and that the parties will endeavor to enter into mutually agreed upon written amendments to implement the Set Rule or other modifications or changes reasonably necessary to conform their performance to the requirements of the Set Rule.