

## AMENDING AGREEMENT

This Amending Agreement ("**Amending Agreement**") is dated and made effective March 31, 2022 between:

IGI RESOURCES, INC. ("**IGI**") and BP PRODUCTS NORTH AMERICA INC. ("**BPPNA**")  
(together, "**BP**")

-and-

CITY OF TACOMA, WASHINGTON  
(**"Tacoma"**)

### PREAMBLE:

- (A) The parties hereto entered into a Transaction Confirmation dated May 7, 2018 ("**Transaction Confirmation**") in respect of a biogas sale and purchase arrangement covering biogas produced from the municipal treatment facility located in the City of Tacoma;
- (B) The parties now wish to amend the Transaction Confirmation among other things, all as set forth herein.

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

### 1. AMENDMENTS.

The following amendments shall be effective immediately.

#### 1.1. DELIVERY PERIOD BEGIN DATE AND END DATE.

The Begin Date and the End Date shall be:

Begin Date: Upon acceptance of the Biogas by Puget Sound Energy, estimated to be approximately March 31, 2022  
End Date: Ten (10) years from first delivery of EPA-qualified Biogas

#### 1.2. DELIVERY POINT METER NUMBER.

The Delivery Point is meter ID no. 1395597 connection to the Puget Sound Energy distribution system.

#### 1.3. ARGUS D3 INDEX VALIDATION REGARDING RIN PRICE.

Paragraph (i) (Validation) under the RIN Price Calculation section of the RIN Price definition shall be deleted in its entirety and replaced with the following:

**(i) Validation.** The Argus D3 Index is "**Validated**" for a Biogas Delivery Month if the *Argus US Products* daily report has published trades of Argus D3 Index of the same vintage as the production year of the Biogas delivered in such Biogas Delivery Month for any ten (10) Business Days in the twenty (20) consecutive Business Day period that immediately precedes the Advance Notice Date or, if no such 20 day period exists, then for any ten (10) Business Days in the calendar month in which the Advance Notice Date falls. "**Advance Notice Date**" means the seventh (7<sup>th</sup>) last Business Day of the Month immediately prior to the Biogas Delivery Month.

Where the Argus D3 Index is Validated pursuant to the paragraph immediately above, then the Argus D3 Index for the following two Biogas Delivery Months are deemed to be Validated but only

in respect of such following Biogas Delivery Months wherein Seller delivers Biogas produced in the calendar year having the same vintage of the aforementioned published Argus D3 Index trades.

#### 1.4. LCFS CARB CI REVIEW.

The following provision applicable to LCFS Credits shall be added to the Transaction Confirmation:

**CARB CI REVIEW.** In respect of any Biogas for which the LCFS Price is payable hereunder, the Parties acknowledge that CARB may conduct a review to compare CARB's temporary, provisional or certified carbon intensity of the Biogas ("**Pre-Approved CI**") against the actual carbon intensity ("**Actual CI**"), which could result in a finding by CARB that the Actual CI for CARB's review period ("**Review Period**") is worse than the Pre-Approved CI, in which case Buyer or Buyer's Affiliate could be responsible, directly or indirectly, to retire LCFS Credits issued on the basis of the Pre-Approved CI. Accordingly, despite any provision to the contrary herein, the LCFS Price payable shall be calculated based on the lower of: (a) the number of LCFS Credits generated and transferred to Buyer's Affiliate's account using the Pre-Approved CI during the applicable Calendar Quarter; and (b) the number of LCFS Credits the Biogas would be eligible to generate using the carbon intensity as estimated by the consultant of Buyer or Buyer's Affiliate during the applicable Calendar Quarter. Seller shall cooperate with Buyer's Affiliate and provide all data and information to assist with the estimation of the carbon intensity by such consultant.

Once CARB has determined the Actual CI, Buyer's Affiliate shall calculate the Seller's portion of the number of LCFS Credits associated with the Biogas purchased during the Review Period that would have been eligible to be generated based on the Actual CI ("**Actual LCFS Quantity**") and: (a) if the Actual LCFS Quantity is lower than Seller's portion of the number of LCFS Credits determined for the Review Period under the paragraph, above, ("**Paid LCFS Quantity**"), then Buyer or Buyer's Affiliate shall have the right to the difference between the Actual LCFS Quantity and the Paid LCFS Quantity, then multiplied by the True-Up Price ("**True-Up Value**"). The True-Up Value will be first (i) netted against any future payables to the Seller and then any True-Up Value remaining to be paid after netting shall be paid by Seller to Buyer or Buyer's Affiliate within five (5) Business Days after receipt of invoice for same; and (b) if the Actual LCFS Quantity is greater than the Paid LCFS Quantity, then Buyer or Buyer's Affiliate shall pay Seller the True-Up Value within five (5) Business Days after receipt of invoice for same. "**True-Up Price**" means the average of the daily midpoints of the LCFS Credit daily prices published by OPIS (or any successor thereto) for the twenty (20) Business Days following Buyer's Affiliate receipt of notice from CARB of the Actual CI.

#### 1.5. PRIMARY VEHICLE FUEL PRODUCERS.

The second paragraph of Special Condition 4 (Primary Vehicle Fuel Producers) of the Transaction Confirmation shall be deleted in its entirety and replaced with the following:

In the event that Buyer needs to sell Biogas purchased hereunder to other Vehicle Fuel Producers not expressly listed in Exhibit B, as amended from time to time, in order to meet its purchase obligations hereunder, Buyer may notify Seller of such other Vehicle Fuel Producer(s) by written notice (including email) to Seller and, upon notice, Exhibit B shall be deemed to be amended accordingly.

## 2. CHANGE OF ADDRESS.

The address and contact information of IGI Resources, Inc. and BP Products North America Inc. are hereby updated as follows:

IGI Resources, Inc.  
1290 W Myrtle St., Suite 400  
Boise, ID 83702  
Attn: Randy Schultz/John Armstrong  
Phone: (208) 395-0512/(801) 652-1290

BP Products North America Inc.  
30 S Wacker Drive, Suite 900  
Chicago, IL 60606  
Attn: Sean Reavis  
Phone: (312) 594-6777

**3. GENERAL.**

Capitalized terms used but not defined in this Amending Agreement shall have the meaning given to such term in the Transaction Confirmation. No amendment to this Amending Agreement shall be valid or binding unless set forth in writing and duly executed by the parties. No waiver of any breach of any provision of this Amending Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver in question, shall be limited to the specific breach waived. The Transaction Confirmation and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Amending Agreement, shall be and continue to be in full force and effect. Each of the parties shall do, perform, execute and deliver all acts, deeds, documents and assurances as may be necessary from time to time to give full force and effect to the intent of this Amending Agreement. This Amending Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties. This Amending Agreement shall be governed by and construed in accordance with the governing law set forth in the Base Contract. This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Amending Agreement to produce or account for more than one such counterpart. Such executed counterparts may be delivered in emailed PDF form and, when so delivered, shall constitute a binding agreement of the parties hereto.

**IN WITNESS WHEREOF** the parties have executed and delivered this Amending Agreement.

**IGI Resources, Inc.**

**City of Tacoma, Washington**

**Signed:  
Name:  
Title:**

**Signed:  
Name:  
Title:**

**BP Products North America Inc.**

**Signed:  
Name:  
Title:**