



TRANSACTION CONFIRMATION

 	Date: 05/07/2018 Contract: 2702171 Confirmation Number: 12118472
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This Transaction Confirmation is subject to the Base Contract for Sale and Purchase of Natural Gas, including the Special Provisions and Biogas Addendum (the "**Base Contract**") dated March 30, 2018. The terms of this Transaction Confirmation are binding. Capitalized terms not otherwise defined in this Transaction Confirmation shall have the meaning given in the Base Contract or the Biogas Addendum. For purposes of this Transaction Confirmation, "Gas" as used in the Base Contract shall also include Biogas.

BUYER:
IGI Resources, Inc.
 701 Morrison-Knudsen Plaza Lane
 Suite 300
 Boise, ID 83712-7797

Attn: Ralph Epling
 Phone: 206-947-0913

Base Contract No. 2702171

Transporter: _____

Transporter Contract Number: _____

BUYER'S AFFILIATE:

BP Products North America Inc.
 30 S. Wacker Drive, Suite 900
 Chicago, IL 60606

Attn: Sean Reavis
 Phone: 312-594-6777

SELLER:
 City of Tacoma, Washington
 747 Market Street
 Tacoma, WA. 98402

Attn: James Parvey
 Phone: 253-502-2273

Fax: _____

Base Contract No. _____

Transporter: _____

Transporter Contract Number: _____

Contract Price: The Contract Price for Biogas quantities shall be paid by either Buyer or Buyer's Affiliate as specified below and is equal to the **Posted Price**, plus the **RIN Price** plus, subject to availability, the **LCFS Price**. Consistent with Section 2.1 of the Biogas Addendum, Contract Price is payment for the Biogas and one hundred percent (100%) of the qualified RINs and, subject to availability, LCFS Credits generated as a result of the sale of the Biogas sold hereunder to Buyer and ultimately sold to a Primary Vehicle Fuel Producer by Buyer or Buyer's Affiliate.

Contract Price = Posted Price (\$/MMBtu)

+ [RIN Price (\$/gallon) x (11.727 gallon/MMBtu)]

+ [LCFS Price] (\$/MMBtu)

Biogas Price: The portion of the Contract Price for Biogas quantities delivered to Buyer by Seller at the Delivery Point shall be paid by Buyer and be equal to the **Posted Price** per MMBtu.

RIN and LCFS Price: The portion of the Contract Price for RINs or LCFS Credits related to Biogas quantities delivered to Buyer by Seller at the Delivery Point shall be paid by Buyer's Affiliate and shall be equal to the RIN Price plus, subject to availability, the LCFS Price.

- The "**Posted Price**" means the *Gas Daily*, Daily midpoint price index at the defined Delivery Point under the table "Daily price survey (\$/MMBtu)" on the applicable Day, under the column "Midpoint", under the table "Rockies/Northwest", in the row labeled "NW, Can. Bdr. (Sumas)".

- The "**RIN Price**" means, for each Month in which RINs are generated, seventy-five percent (75%) of the RIN Price Basis as defined below. Payment of the RIN Price by Buyer's Affiliate as part of the Contract Price is contingent upon Buyer selling Biogas purchased under this Transaction Confirmation to a Primary Vehicle Fuel Producer and the production of RINs from such Biogas that is converted to a Vehicle Fuel.

(a) **RIN Price Calculation.** RIN valuations for calculating the RIN Price shall be based on RIN prices that are reflective of the D3 Cellulosic Biofuel RIN ("D3 RIN") prices during the Month in which the Seller delivers Biogas. The RIN Price Basis shall be determined based on the following hierarchy and be measured in cents/RIN gallon ("RIN Price Basis"):

- (1) If the Argus D3 Index has been Validated (as defined below), then the RIN Price shall be the average of the Argus D3 RIN Price for the applicable Month of Biogas delivery.
- (2) If the Argus D3 RIN Price has not been Validated, then the RIN Price shall be the cash revenue realized (as further detailed in subsection (ii) below) by Buyer's Affiliate from the sale of D3 RINs associated with the Month in which the Biogas is delivered, or to the extent that cash revenue is not realized (in whole or part) as determined by Buyer's Affiliate in a commercially reasonable manner by the end of the applicable Biogas delivery Month, then for the portion cash revenue is not realized,
- (3) the greater of (a) ninety percent (90%) of the Argus D3 Index during the Biogas delivery Month or (b) the average of the daily posted mid-point prices for the Argus D5 Advanced Biofuel RIN Index ("Argus D5 Index") during the Biogas delivery Month.

(i) Validation. The Argus D3 Index shall be considered validated ("Validated") with respect to a Biogas delivery Month if the Argus D3 RIN Index has traded, as supported by published trades in the Argus US Products daily report, for any ten (10) Business Days in the twenty (20) consecutive Business Day period that immediately precedes the Advance Notice Deadline applicable to such Month. Once the Argus D3 Index is Validated, then it shall remain Validated for RINs generated in the then-current vintage year for a three-month period starting in the month following the Validation. During the ensuing three-month period, the RIN Price Basis shall be equal to the daily Argus D3 RIN Price for each Biogas delivery Month based on the daily Argus D3 Index, regardless of whether there are supporting daily D3 RIN trades in the Argus US Products daily report.

(ii) Cash Revenue. If the Argus D3 Index is not Validated with respect to a Biogas delivery Month, then Buyer's Affiliate shall use commercially reasonable efforts to maximize the value of the D3 RINs by selling such D3 RINs to an unaffiliated third party or by purchasing such RINs directly. The RIN Price Basis with respect to such D3 RINs sold in accordance with the preceding sentence shall be equal to the volume-weighted average cash price realized by Buyer's Affiliate from the sale of its portfolio D3 RINs applicable to such Biogas delivery Month, which portfolio may include D3 RINs related to agreements with third parties.

- (b) RIN Market and Trades.** For the avoidance of doubt, Seller acknowledges and agrees that (i) the market for RINs may lack liquidity, (ii) Buyer's Affiliate shall at all times retain control over the evaluation of potential sales of D3 RINs and the ultimate sale of D3 RINs into the market, and (iii) Seller shall have no right to participate in or direct the sales of D3 RINs.

- The "**LCFS Price**" means fifty percent (50%) of the net LCFS Credit Value divided by the number of MMBtus of Biogas purchased by Buyer in the applicable Month. Settlements for LCFS Credits generated by the Biogas sold under this Transaction Confirmation and sold to a Primary Vehicle Fuel Producer shall be made on a Calendar Quarter basis or such frequencies as the LCFS regulations allow and to which the parties agree.

In the event Buyer is able to monetize any Green Attributes in addition to the RINs and LCFS Credits, the parties will agree upon how the additional revenue will be allocated between the parties. If the Biogas, Green Attributes, RINs or LCFS Credits become eligible under a program which is similar to the Renewable Fuel Standard Program or the Low Carbon Fuel Standard, Buyer shall have the option, exercisable at its sole discretion, to request that the Biogas, Green Attributes, RINs or LCFS Credits be redirected to such program for the remainder of the Delivery Period. If such option is exercised by Buyer, the parties will work together to amend this Transaction Confirmation as necessary to effectuate such redirection.

Delivery Period:

Begin Date: Upon acceptance of the Biogas by Puget Sound Energy, estimated to be approximately May 31, 2019

End Date: Ten years from first delivery of EPA qualified biogas

Performance Obligation and Contract Quantity:

Firm (Variable Quantity):

- **Minimum Daily Quantity ("MinDQ"):** 100 MMBtu Biogas /Day, on average during any six (6) Month period
- **Maximum Daily Quantity ("MaxDQ"):** 750 MMBtu Biogas /Day, on average during any Month

Throughout the Delivery Period, Seller shall have a Firm obligation to sell and deliver an amount of Biogas equal to the MinDQ to the Delivery Point(s). Seller also shall have an obligation during the Delivery Period to certify (i) on a periodic schedule as required by

the EPA that the Biogas quantities delivered to Buyer qualify for the creation of RINs under the EPA RFS when used as a vehicle fuel and, (ii) on a periodic schedule as required by the LCFS that the Biogas quantities delivered to Buyer qualify for the creation of LCFS Credits under the LCFS when used as a Vehicle Fuel.

Throughout the Delivery Period, Buyer shall have a Firm obligation to purchase and receive an amount of Biogas equal to the MinDQ, but not more than the MaxDQ at the Delivery Point(s). Buyer also shall sell and deliver Biogas purchased under this Transaction Confirmation to an EPA-accepted Vehicle Fuel Producer(s) that convert all of such Biogas to a Vehicle Fuel in the Biogas delivery Month, all in accordance with the EPA RFS and the California Low Carbon Fuel Standard, if applicable, up to the MaxDQ at the Contract Price. Delivery of the Contract Quantity under this Transaction Confirmation shall be subject to the provisions of this Transaction Confirmation, the Biogas Addendum and the Base Contract.

Delivery Point:

The Delivery Point(s) shall be as set forth below, at:

Description

Meter Number/Delivery Point

Into the distribution system of Puget Sound [TBD]
Energy

Special Conditions:

1. Definitions.

"Advance Notice Deadline" means the seventh (7th) Business Day before the first Day of the next Biogas delivery Month.

"ARGUS" means the independent media organization which provides data on prices and fundamentals, news, analysis, consultancy services and conferences for the global crude, oil products, natural gas, electricity, coal, emissions, bioenergy, fertilizer, petrochemical, metals and transportation industries.

"Biogas Supply Source" means the municipal wastewater treatment facility located at the City of Tacoma.

"Buyer's Affiliate" means BP Products North America Inc.

"Calendar Quarter" means the periods, January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31.

"Calendar Year" means the period January 1 through December 31.

"Commercial Distribution System" means a gas distribution system physically connected by pipeline, barge, truck or rail as set out in EPA regulation §80.1426(f)(11)(ii).

"Economic Event Notice to Terminate" has the meaning set forth in Special Condition 6.

"Economic Terminating Party" has the meaning set forth in Special Condition 6.

"Economic Termination Wind-up Amount" has the meaning set forth in Special Condition 6.

"Gas Daily" means the *Platts Gas Daily* publication by Platts or any successor thereto.

"ICF Resources" means ICF Resources, Inc.

"LCFS Account" means the CARB LRT Account or Oregon CFP Online System Account for LCFS credits, as applicable.

"LCFS Credit Value" means, for the Calendar Quarter of in which Biogas was delivered, the quarterly average of the [arithmetic average of the LCFS Credit prices published by Oil Price Information Service ("OPIS") or any successor thereto, that are created by the sale and purchase of the Biogas in this Transaction Confirmation and the subsequent sale and purchase of such Biogas to a Primary Vehicle Fuel Producer.

"Non-Economic Terminating Party" has the meaning set forth in Special Condition 6.

"Posted Price" shall have the meaning as described in the Contract Price section above.

"Primary Vehicle Fuel Producer" means a Vehicle Fuel Producer identified on Exhibit B with which Buyer is contractually engaged to sell and deliver Biogas purchased from Seller under this Transaction Confirmation on a Firm basis.

"Quality Assurance Plan" or "QAP" means the voluntary program within the EPA RFS whereby independent third-parties audit and monitor the production of the renewable fuel on a quarterly basis to ensure that RINs have been validly generated.

"RIN Price Basis" shall have the meaning as described in the Contract Price section above.

"Section 95484(a)(5)(D)" has the meaning set forth in Paragraph 7 of the Special Conditions.

"Virtual Storage" means the constructive storage of Biogas that Seller has delivered to Buyer, but for which RINs and LCFS Credits, if applicable, have not been generated, but will be generated by the production of Vehicle Fuel by Primary Vehicle Fuel Producer or Secondary Vehicle Fuel Producer in a subsequent Month.

"Weaver" means Weaver & Tidwell L.L.P.

2. Payment Terms.

(a) **Posted Price Payment Terms.** The Posted Price shall be paid in accordance of the terms of the Base Contract.

(b) **RIN Price Payment Terms.** The RIN Price shall be paid based on the RINs generated and transferred to the Buyer's Affiliate's EPA EMTS Account before the RIN Price Deadline. "RIN Price Deadline" means, the later of: (i) the date the RINs are generated and transferred into the Buyer's Affiliate's EMTS Account; and (ii) Buyer's Affiliate's receipt of Seller's invoice. Buyer's Affiliate shall pay the RIN Price within ten (10) business days of the RIN Price Deadline. Any RIN Price due for RINs not generated and transferred to the Buyer's Affiliate's EPA EMTS Account by the RIN Price Deadline, but generated and transferred thereafter shall be paid in the following Month. No RIN Price will be paid for RINs not generated and transferred to the Buyer's Affiliate's EPA EMTS Account.

(c) **LCFS Price Payment Terms.** The LCFS Credit Premium shall be paid based on the value of LCFS Credits generated and transferred to the Buyer's Affiliate's LCFS Account before the LCFS Credit Premium Deadline. "LCFS Credit Premium Deadline", means the later of: (i) the date the credits are generated and transferred into the Buyer's Affiliate's LRT Account; and (ii) Buyer's or Buyer's Affiliate's receipt of Seller's invoice. Buyer's Affiliate shall pay the LCFS Credit Premium within ten (10) business days of the LCFS Credit Premium Deadline. Any LCFS Credit Premium due for LCFS Credits not generated and transferred timely to the Buyer's Affiliate's CARB LRT Account by the LCFS Credit Premium Deadline, but generated and transferred thereafter shall be paid at the end of the following quarter. No LCFS Credit Premium will be paid for LCFS Credits not generated and transferred to the Buyer's Affiliate's LCFS Account.

3. **Monthly Scheduling.** Seller shall provide Buyer with its nominated daily quantity of Biogas or Gas at the Delivery Point set forth in this Transaction Confirmation for the delivery Month by no later than the Advance Notice Deadline. Volumes will be nominated ratably over the course of the Month, but Seller will have the option to change its daily nominations at the Delivery Point for any delivery Day during the Month as long as such nominations are made by Seller by no later than 8:00 a.m. central prevailing time on the Day before the delivery Day. In the event of planned shortage or shutdown, Seller shall provide Buyer with written notice as soon as practicable with the change in its daily nominations. Weekend and holiday volumes will be nominated ratably over the Saturday – Monday or applicable period.

4. **Primary Vehicle Fuel Producers:**

Buyer shall identify the Vehicle Fuel Producers, if any, and the locations of such entities not later than 15 Days before Delivery Period start date.

In the event that Buyer needs to sell Biogas purchased under this Transaction Confirmation to other Vehicle Fuel Producers not cited herein in order to meet its purchase obligations under this Transaction Confirmation, Buyer and Seller shall amend this Transaction Confirmation to include such additional Vehicle Fuel Producers to provide similar economics as set forth in this Transaction Confirmation.

5. **Representations.** Each of the parties to this Transaction Confirmation represents and warrants that, as of the Effective Date, (i) it has full and complete authority to enter into and perform this Transaction Confirmation; (ii) the person who executes this Transaction Confirmation on its behalf has full and complete authority to do so and is empowered to bind it thereby; and (iii) it is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws.

6. **Economic Termination Option.** If the value of the Green Attributes associated with the Biogas purchased under this Transaction Confirmation is less than or equal to \$[3.00]/MMBtu for three (3) consecutive Months ("Economic Event"), Seller or Buyer shall be entitled to terminate the Transaction Confirmation(s) affected by such Economic Event (the "Affected Transactions") with the party requesting the termination being the "Economic Terminating Party" and the other Party being the "Non-Economic Terminating Party". The Economic Terminating Party must give the Non-Economic Terminating Party at least twenty-five (25) Business Days' prior written notice of its intent to terminate the Affected Transaction(s). The notice provided by the Economic Terminating Party is referred to herein as an "Economic Event Notice to Terminate". During the twenty-five (25) -Business Day periods following the Economic Event Notice to Terminate, the parties shall attempt to resolve the material adverse economic impact on the Economic Terminating Party. If a mutual agreement is not reached within the referenced twenty-five (25) -Business Days' notice period, the Non-Economic Terminating Party shall by written notice to the Economic Terminating Party specify an Early Termination Date (which must be a Business Day and which date shall be no more than ten (10) Days after the date of such notice). Section 10.3.1 Early Termination Damages Do Not Apply shall govern the termination of this Transaction confirmation under this provision and soon as practicable after the Economic Terminating Party receives the written Notice of the Early Termination Date from the Non-Economic Terminating Party, the Non-Economic Terminating Party shall provide additional written Notice to the Economic Terminating Party of the whether an amount is due to or due from the Non-Economic Terminating Party based on amounts due or yet to be invoiced for Biogas deliveries already made and which shall be netted to a single amount due to either Seller or Buyer ("Economic Termination Wind-up Amount"). Such Notice shall include a written statement explaining in reasonable detail the calculation of the Economic Termination Wind-up Amount, provided that failure to give such Notice shall not give rise to any claim by the Economic Terminating Party against the Non-Economic Terminating Party. The Economic Termination Wind-up Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2 shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Economic Termination Wind-up Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7. **Transfer of CARB LCFS Regulated Party Status.** Pursuant to Section 95484(a)(5)(D) of Title 17 of the California Code of Regulations for the Low Carbon Fuel Standard ("Section 95484(a)(5)(D)"), Seller hereby transfers to Buyer's Affiliate, and Buyer's

Affiliate hereby accepts from Seller the Low Carbon Fuel Standard (LCFS) compliance obligation as the regulated party with respect to all Biogas sold by Seller to Buyer. In addition, in order to make such transfer effective as required under Section 95484(a)(5)(D), Seller, on a Calendar Quarter basis, shall provide Buyer's Affiliate with a production transfer document substantially similar to Exhibit A to this Transaction Confirmation which shall prominently state the volume and average carbon intensity of the transferred fuel and that Buyer's Affiliate is the regulated party for the acquired fuel and accordingly is responsible for meeting the requirements of the LCFS regulation with respect to fuel.

8. Process for Generation of LCFS Credits and Provision of Information

(a) Seller Responsibilities and LCFS Account.

- (i) In the Month following the end of a Calendar Quarter during the Delivery Period, Seller shall facilitate access for Buyer or Buyer's Affiliate to any and all records relevant to determining the number of LCFS Credits so that Buyer's Affiliate can prepare the LCFS Credit generation and allocation data for submission to the Primary Vehicle Fuel Producers or the Primary Vehicle Fuel Producers' agents.
- (ii) Seller shall work with ICF Resources and/or Weaver to register with CARB and comply with the relevant regulatory provisions of the Low Carbon Fuel Standard, including, but not limited to, pathway registration, LCFS credit generation, quarterly progress reporting and annual compliance reporting.
- (iii) Seller shall maintain all records relevant to the production and sale of Biogas to Buyer in accordance with the requirements of the LCFS Regulations.

(b) Buyer Responsibilities.

- (i) Every Month during the Delivery Period, Buyer shall analyze the Monthly Biogas quantity purchased and received by Buyer under this Transaction Confirmation and provide such data to Primary Vehicle Fuel Producer.
- (ii) In the Month following the end of a Calendar Quarter during the Delivery Period, Buyer shall analyze the Monthly Biogas quantity sold and delivered from Seller under this Transaction Confirmation and converted to a Vehicle Fuel by a Primary Vehicle Fuel Producer to determine the Monthly quantity of LCFS Credits created for the Calendar Quarter. By the end of such Month, Buyer and/or Buyer's Affiliate shall prepare a report, for submission to the Primary Vehicle Fuel Producers and the Primary Vehicle Fuel Producers' agents if applicable, detailing the following:
 - (A) Biogas supplied to Buyer's meters and subsequently delivered to Primary Vehicle Fuel Producers' meters;
 - (B) Buyer's estimated quantity of LCFS Credits to be allocated to Buyer and Primary Vehicle Fuel Producers;

(c) Buyer's Affiliate Responsibilities.

- (i) Between the fifteenth and twentieth (15th-20th) Day of the second Month following the close of the calendar quarter (May 15-20, August 15-20, November 15-20 and February 15-20), or any other mutually agreed Day, Buyer's Affiliate shall prepare a production transfer document consistent with the LCFS Regulations to validate the transfer of the regulated party status from Seller to the Buyer which states the volume and average carbon intensity of the transferred fuel and that the recipient (the Buyer) is the regulated party for the acquired fuel and accordingly is responsible for the requirements of the LCFS regulation with respect to the acquired fuel.

9. Process for Generation of RINs and Provision of Information

(a) Seller Responsibilities and EPA EMTS Account.

(i) On a mutually agreeable Day during the Delivery Period, Seller shall facilitate access for Buyer to any and all records relevant to determining the quantity of Biogas sold and delivered by Seller and purchased and received by Buyer during the prior week so that Buyer and/or Buyer's Affiliate can prepare the data regarding RIN generation for submission to the Seller and/or the Seller's agent, Weaver.

(ii) Based on the data submission in 10(a)(i), on each Tuesday, or other mutually agreeable day during the Delivery Period, Seller shall prepare and submit a product transfer document ("PTD") substantially similar to Exhibit B to Buyer and/or Buyer's Affiliate and Seller's agent, Weaver, and Seller's agent shall submit such data to the EPA EMTS account, detailing the following:

- (A) RIN transferor and transferee company information and EPA company ID;
- (B) Product information including Fuel Code;
- (C) RIN quantity to generate and transfer;
- (D) RIN Year;
- (E) PTD number; and

(F) Any other data as required by the EPA RFS to generate and allocate RINs as requested by Seller or Seller's agent, Weaver.

(iii) After the PTD has been executed within the EPA EMTS account, the Seller's agent shall supply a screenshot of the

executed transfer detailing the following:

- (A) RIN submission identification number and date;
- (B) Transaction identification number date;
- (C) Quantity of RINs generated and transferred to EPA EMTS Account 4320;
- (D) PTD number; and
- (E) Other data necessary to document the generation and transfer of RINs to EPA EMTS Account 4320.

(b) Buyer and/or Buyer's Affiliate Responsibilities.

(i) On a mutually agreeable day during the Delivery Period, Buyer shall analyze the Biogas quantity sold and delivered by Seller and purchased and received by Buyer under this Transaction Confirmation and sold to the Vehicle Fuel Producers cited herein which converted such Biogas to a Vehicle Fuel to determine how many RINs were generated during the prior Month.

(ii) Based on the analysis in 10(b)(i), Buyer and/or Buyer's Affiliate shall prepare a report, for submission to Seller and/or Seller's agent, detailing the following:

- (A) Biogas sold and delivered by Seller and purchased and received by Buyer at the Delivery Point.
- (B) Total Biogas sold under this Transaction Confirmation during the applicable Month that was subsequently sold by Buyer to Vehicle Fuel Producers cited in this Transaction Confirmation, converted by such Vehicle Fuel Producers to a Vehicle Fuel and distributed as a Vehicle Fuel.
- (C) Biogas that Seller has delivered to Buyer but has not yet been converted to a Vehicle Fuel ("Virtual Storage")
- (D) RINs to be created from Biogas purchased by Buyer from Seller.

(c) EPA EMTS Accounts: The EPA EMTS account number to which RINs allocated to Buyer's Affiliate should be allocated and deposited is 4320.

10. Additional Event of Default. It shall be an additional Event of Default under Section 10.2 of the Base Contract if either party (i) commits any fraudulent act or (ii) makes any material misrepresentation or material inaccuracy or misleading statement in any supporting documentation, including, without limitation, registrations or any attestation related to RIN or LCFS Credit generation based on Biogas purchased under this Transaction Confirmation.

11. Storage of Environmental Attributes. Buyer and Seller will share equally all costs associated with storage of the Biogas and Green Attributes during the period between the Delivery Period Begin date and the date of the EPA RFS and California LCFS pathways approval. Once the approvals are received, the Biogas being stored will be sold to Buyer.

12. EPA and CARB Registration Cost.

- (a) *Renewable Fuel Standard Registration Cost.* Seller and Buyer's Affiliate will share equally all initial costs associated with Registration of the production facilities and fuel pathways in line with EPA requirements to provide RINs and for registration under the Quality Assurance Plan. Seller will cooperate with Buyer's Affiliate and provide all necessary information required to complete registration. Seller shall be responsible for any ongoing reporting and costs associated with integrity and compliance of the pathway, including QAP costs in Special Condition 12.
- (b) *Low Carbon Fuel Standard Registration Cost.* Buyer's Affiliate will pay all initial costs associated with registration of the production facilities and fuel pathways in line with CARB requirements to provide LCFS Credits. Seller will cooperate with Buyer's Affiliate and provide all necessary information required to complete registration. Seller shall be responsible for any ongoing reporting and costs associated with integrity and compliance of the pathway.

13. Buyer Representations and Covenants. Buyer and Buyer's Affiliate represent and warrant to Seller as of the execution date of this Transaction Confirmation and on each Day during the Delivery Period that:

- (a) Buyer and Buyer's Affiliate represent that,
 - (i) Neither Buyer nor Buyer's Affiliate has sold, traded, remarketed, given away, claimed, or otherwise sold separately the Green Attributes from the wastewater gas, except as expressly contemplated under this Transaction Confirmation;
 - (ii) the Primary Vehicle Fuel Producers have entered into Biogas Contracts with Buyer; and
 - (iii) Neither Buyer nor Buyer's Affiliate has taken any action that would invalidate Green Attributes including Seller's ability to generate RINs and LCFS Credits.
- (b) Buyer covenants that,
 - (i) Subject to Buyer's option to redirect Biogas to alternative programs, the Biogas delivered to Buyer will be used as Vehicle Fuel and for no other purpose in accordance with the requirements of the EPA Renewable Fuel Standard or Low Carbon Fuel Standard, as applicable;
 - (ii) as of the execution date hereof Buyer's Primary Vehicle Fuel Producers meet the eligibility standards for Registration under the EPA Renewable Fuel Standard, and, in the case of Primary Vehicle Fuel Producer's in California, under CARB's LCFS.

14. Seller Representations and Covenants. Seller represents and warrants to Buyer and Buyer's Affiliate as of the execution date of the Transaction Confirmation and on each Day during the Delivery Period that:

- (a) Seller represents that the Biogas Supply Source meets the eligibility standards for Registration under the Renewable Fuel

Standard

(b) Seller covenants that,

- (i) Seller shall not sell, trade, remarket, give away, claim, or otherwise sell separately the Green Attributes from the Biogas supply source; and
- (ii) the Biogas delivered to Buyer shall have been processed to meet Pipeline Quality specifications, injected into a Commercial Distribution System connected to the Delivery Points in accordance with the requirements of the EPA Renewable Fuel Standard or Low Carbon Fuel Standard, as applicable.

15. **Consultant Support Requirement.** Buyer may terminate this Transaction Confirmation if Seller, not later than thirty (30) Days following the date of this Transaction Confirmation, does not execute a contract to work with Weaver to provide all necessary information required for registration with the EPA under the RFS program with regard to Quality Assurance Plan for RIN generation and allocation or if Seller terminates such contract during the Delivery Period.

16. **Conditions Precedent.**

- (a) **Seller's Conditions Precedent.** In the event that Seller does not provide Buyer with written notice meeting the following conditions precedent, Buyer shall have the right to terminate this Transaction Confirmation.
 - (i) The Biogas pipeline is constructed and operational, but not later than May 31, 2019.
 - (ii) Seller shall have defined the Delivery Point including the meter number not later than fifteen (15) Days before the start date of the Delivery Period.
- (b) **Buyer's Conditions Precedent.** In the event that Buyer does not provide Seller with written notice meeting the following conditions precedent, Buyer shall have the right to terminate this Transaction Confirmation
 - (i) Buyer shall have identified the Primary Vehicle Fuel Producers not later than fifteen (15) Days before the start date of the Delivery Period.

17. **Buyer's Affiliate.**

- (a) Buyer's Affiliate is executing this Transaction Confirmation solely for the purpose of allowing the parties to transfer the RINs or LCFS credits generated from the use of the Biogas sold as a Vehicle Fuel pursuant to this Transaction Confirmation directly to Buyer's Affiliate and to allow for payments for such RINs or LCFS credits to be made directly to or from Buyer's Affiliate. The cover page of the Base Contract shall be amended to update the contact information as shown on Exhibit C.
- (b) Title to the Gas, Biogas and Green Attributes shall pass to Buyer as set forth in Section 8.1 of the Base Contract. Title to the RINs and LCFS Credits shall pass to Buyer's Affiliate upon transfer to Buyer's Affiliate's (i) EPA EMTS account for RINs, or (ii) LCFS/LRT account for LCFS credits; and (b) all obligations of Buyer under this Transaction related to generation of RINs or LCFS Credits and any pricing associated with such RINs or LCFS Credits shall be satisfied by Buyer's Affiliate.

Please confirm the foregoing correctly sets forth the terms of our agreement with respect to this transaction by signing in the space provided below and returning a copy of the executed Transaction Confirmation by faxing it to (281) 227-8470.

[SIGNATURE PAGE FOLLOWS]

IGI Resources, Inc.

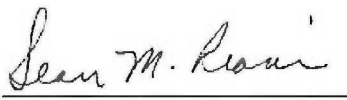
By: 

Name: Randy Schultz

Title: President

Date: May 7, 2018

BP Products North America Inc.

By: 

Name: Sean Reavis

Title: SVP

Date: May 7, 2018

City of Tacoma, Washington

By: 

Name: Elizabeth A. Pauli

Title: City Manager

Date:

By: 

Name: Michael P. Slevin III, P.E.

Title: Environmental Services Director

Date: 5/23/18

By: 

Name: Andy Cherullo

Title: Director of Finance

Date:

Approved as to Form:

By: 

Name: Chris Bacha

Title: Chief Deputy City Attorney

Date: 5/21/18

Attest to by:

By:  6-12-2018

Name: Doris Sorum

Title: City Clerk

Date:

LCFS Biogas Product Transfer Document

Date: _____ **Transferor:** _____ **Recipient/Transferor:** _____

Pathway Carbon Intensity: _____

[illegible]

Exhibit B
Primary Vehicle Fuel Producers

Vehicle Fuel Producers	Corporate Address:
ANG Region 1, LLC	125 High Rock Ave Saratoga Springs, NY 12866
Applied LNG Technologies, L.L.C.	31111 Agoura Road, Suite 208 Westlake Village, CA 91361
Arakelian Enterprises Inc.	14048 Valley Blvd. La Puente, CA 91746-2801
Clean Energy	4675 MacArthur Court, Suite 800 Newport Beach, California 92660
Clean Energy Renewable Fuels, LLC	4675 MacArthur Court, Suite 800 Newport Beach, California 92660
Metropolitan Transit System	1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490
LNG Indy, LLC dba Kinetrex Energy	129 E Market Street, Suite 100 Indianapolis, IN 46204
Nopetro-Orlando, LLC	2625 Ponce de Leon Blvd, Suite 101 Coral Gables, FL 33134
Nopetro-St. Johns County, LLC	2625 Ponce de Leon Blvd, Suite 101 Coral Gables, FL 33134
Victor Valley Transit Agency	17150 Smoketree St Hesperia, CA 92345
Trillium Transportation Fuels LLC	2929 Allen Parkway, Suite 4100 Houston, TX 77019

Exhibit C
Buyer's Affiliate Contact Information

[PARTY A or PARTY B] BP Products North America Inc.	PARTY NAME
30 S Wacker, Suite 900 Chicago, IL 60606	ADDRESS
ACCOUNTING INFORMATION FOR RINS AND LCFS CREDITS	
BP Products North America Inc. 30 S. Wacker Drive, Suite 900, Chicago, IL 60606 ATTN: Settlements Phone: 312-594-6951 Fax: 312-594-2165 EMAIL: producttradingsettlement@bp.com	<ul style="list-style-type: none"> ▪ INVOICES ▪ PAYMENTS ▪ SETTLEMENTS
BANK: Citibank NA ABA: 021000089 ACCT: 40648274 OTHER DETAILS: _____	WIRE TRANSFER NUMBERS (IF APPLICABLE)
BANK: Citibank NA ABA: 021000089 ACCT: 40648274 OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE)
ATTN: _____ ADDRESS: _____	CHECKS (IF APPLICABLE)