

**Amendment Number 6 to
SUCCESSOR REFUSE GAS LEASE AND AGREEMENT
between
THE COUNTY OF ORANGE,
as Lessor,
AND
COYOTE CANYON ENERGY LLC,
as Lessee**

AMENDMENT NUMBER 6 TO SUCCESSOR REFUSE GAS LEASE AND AGREEMENT

This AMENDMENT NUMBER 6 TO SUCCESSOR REFUSE GAS LEASE AND AGREEMENT hereinafter referred to as "**Gas Lease Amendment No. 6**", is made as of January 1, 2016 ("**Effective Date**"), by and between COUNTY OF ORANGE, CALIFORNIA, hereinafter referred to as "**Lessor**" and COYOTE CANYON ENERGY LLC, a Delaware limited liability company, hereinafter referred to as "**Lessee**".

RECITALS

A. Lessee and Lessor are parties to that certain Successor Refuse Gas Lease and Agreement dated January 23, 1995, but effective as of August 1, 1982, by and between The Irvine Company, a Michigan corporation, the predecessor in interest to Lessor, and Laidlaw Gas Recovery Systems, Inc., a California corporation, the predecessor in interest to Lessee, as amended (the "**Successor Agreement**").

B. The parties wish to modify the provisions of the Successor Agreement as set forth herein.

C. The parties to this Gas Lease Amendment No. 6 are also parties to that certain Amendment No. 8 to Site Lease Agreement dated as of the Effective Date.

D. Lessor and Lessee now desire to enter into this Gas Lease Amendment No. 6 in order to give effect to the intentions of the parties set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 3, lines 6-7. The phrase "but in no event shall the term extend beyond December 31, 2015" is hereby replaced with the following:

[B]ut in no event shall the term extend beyond the earlier of December 31, 2018, or the expiration of Lessee's Industrial Wastewater Discharge Permit (the "**Sewer Permit**") issued by the Orange County Sanitation District (the "**Termination Date**"). Notwithstanding the foregoing, Lessor may terminate any portion of the term of this Successor Agreement after December 31, 2016 upon 60 days' written notice to Lessee at Lessor's sole and absolute discretion and convenience, with or without cause.

2. Section 4. Section 4 is hereby replaced with the following:

Royalty. The parties acknowledge that no Refuse Gas, or byproducts thereof, will be removed from the Premises, no Gross Proceeds will be received by Lessee and no royalty will be due to Lessor. The consideration for the remaining term of the Successor Agreement shall be Lessee's continued operation and maintenance of the GMCS at no cost to Lessor through the Termination Date, which shall be conducted in accordance with the provisions of this agreement. Lessor may additionally request Lessee to provide cost

Attachment A

proposals for Lessee to perform any operation, maintenance, testing, and/or repair services at any other portion of the Plant Site.

3. Section 7. Section 7 is hereby replaced with the following:

Gas Migration Control System ("GMCS"). No later than five (5) days after the Effective Date, Lessee shall transfer to Lessor all portions of the GMCS installed at the Landfill and owned by Lessee, including, but not limited to all appurtenant wells, pipes, flares, equipment, fixtures, structures and other facilities relating to gas collection and/or gas migration, whether located on the Premises or elsewhere on the Landfill, and Lessee shall have no obligation under Section 9 hereof to remove any portion of the GMCS. The transfer of the Lessee-owned portion of the GMCS shall be on an as-is, where-is basis; provided, however, at Lessee's sole cost and expense, Lessee shall (a) install auto dialers for all flares, (b) make controls adjustments thereto so as to allow for unmanned flare operation (i.e. blowers will shut down if flares shut down), and (c) refurbish or repair Flare 2 to a condition where it performs in compliance with permit conditions on the Effective Date. If the parties determine that any further modifications or improvements to the GMCS are necessary to ensure regulatory compliance, Lessor may make such modifications or improvements at Lessor's sole expense and Lessee shall continue to maintain the GMCS as modified or improved. Notwithstanding the foregoing, the parties acknowledge that Gas Condensate is currently disposed of at the Landfill at no cost to Lessee pursuant to Section 6.3 of the Site Lease and Section 6.3 of the Successor Agreement; provided, further, the parties hereby agree that, as of the Effective Date, Lessee shall have the additional right at no cost to Lessee to dispose of, in this same manner at the Landfill, any and all liquid waste, including, but not limited to gas condensate, which forms or is otherwise located within the gas collection system, gas migration control system or any other system for transportation of refuse and landfill gas, including, but not limited to, methane, carbon dioxide and other gases produced by the decomposition of refuse materials within that certain landfill owned by Lessor commonly known as the Prima Deshecha landfill, together with any and all other substances collected in association therewith, as long as such disposal is in compliance with all applicable laws, regulations, and permit conditions. Lessor will not be responsible for any costs to collect, dispose of, or transport any Gas Condensate from either landfill site.

4. Section 9, line 1. The phrase "[p]romptly after termination of this Successor Agreement" is hereby replaced with "[n]o later than the Termination Date".

5. Section 9, lines 6-7. The phrase ", but in no event later than ninety (90) days after such termination" is hereby deleted.

6. Section 9. The following is hereby added to the end of Section 9:

Notwithstanding the foregoing and for the avoidance of doubt, the parties hereby acknowledge and agree that Lessor has instructed

Attachment A

Lessee not to remove any interconnection or switchgear equipment, the motor control center room, the control room of the Plant and any portion of the GMCS, including, but not limited to, any flares, blowers, the flare control panel and any condensate disposal related equipment. Lessee shall maintain all condensate disposal related equipment until the Termination Date, but Lessee shall remove such equipment within 30 days of the Termination Date. Subject to Section 7 above, all such remaining property, as well as any other property which Lessor and Lessee mutually agree before the Termination Date shall remain at the Landfill, shall be transferred to Lessor in its as-is, where-is condition effective as of the Termination Date. Lessee shall apply for all necessary permits for demolition and removal of facilities and debris in accordance with Section 9.1 by February 28, 2016. Provided that Lessee has received a valid permit for such demolition, Lessee shall issue a notice to proceed with demolition to its contractor(s) by October 1, 2016, and shall complete demolition within 90 days of its commencement. The stack and attached cell antenna(s) may remain in place until such time as they must be dismantled as part of the removal of these facilities. In no event shall Lessee's demolition and restoration activities extend beyond December 31, 2016.

7. Section 11. The following is hereby added to the end of Section 11:

Notwithstanding the foregoing, no later than the Effective Date, Lessor shall become the customer for all utilities associated with the operation of the Landfill, the Premises and the GMCS, including, but not limited to, electricity, including standby and demand charges, gas, water, cable telecommunications, telecommunications and internet, and Lessor and Lessee shall use commercially reasonable efforts to transfer all accounts relating to same to Lessor as soon as practicable, except Lessee shall continue to be responsible for sewer permits and any and all sewer-related charges and fees; provided, however, in the event that the utilities for which Lessor are to become the customer are not transferred before the Effective Date, Lessor shall reimburse Lessee for all such costs accruing on or after the Effective Date, plus an additional markup of fifteen percent (15%) of such costs, payable no later than thirty (30) days after Lessor receives and invoice from Lessee therefor.

8. Modification of Plant. The parties hereby agree that Lessee shall modify the equipment at the Plant Site to allow the Plant to operate unmanned; provided, further that the parties shall cooperate on the extension of the Sewer Permit; provided, however, no Lessor approvals pursuant to Section 5 of the Successor Agreement shall be necessary for such modifications or such Sewer Permit extension.

9. Except as expressly set forth herein, the Successor Agreement shall remain unmodified and in full force and effect.

[Signatures on next page]

Attachment A

IN WITNESS WHEREOF, Lessor and Lessee have executed this Gas Lease Amendment No. 6 as of the Effective Date.

COUNTY OF ORANGE

Date: _____

By: _____
Director, OC WASTE & RECYCLING

APPROVED AS TO FORM:


COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Date: 12/4/15


By: 
Deputy

Coyote Canyon Energy LLC,
a Delaware limited liability company

Date: 12/4/15

By: 
Print Name: Thomas J. Gesicki
Title: Managing Director

Date: 12/4/15

By: 
Print Name: Anthony J. Falco
Title: Sr. VP.