

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

	Date: _____, 2024 Transaction Confirmation #: CLD001-TC01			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding upon execution by the parties.				
SELLER: Clean Energy Renewable Fuels, LLC Attn: Jen Komonchak Phone: 949-437-1251 Base Contract No. XXX00X	BUYER: City of Laredo Attn: Robert Garza Phone: 956-466-8375			
Contract Price: <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="padding: 5px;">Contract Price (\$/MMBtu)</td></tr><tr><td style="padding: 10px;">The “Contract Price” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i>, first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”.</td></tr></table>		Contract Price (\$/MMBtu)	The “ Contract Price ” (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, <i>Inside FERC Gas Market Report</i> , first of month publication, under the table “Market Center Spot Prices”, for the delivery Month under the column “Index”, under the table “South Louisiana”, in the row labeled “Henry Hub”.	
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Delivery Period: The Delivery Period shall begin on the Start Date (as defined below) and end on the five (5) year anniversary of the Start Date. The “ Start Date ” shall be (a) within forty-five (45) days following the day this Transaction Confirmation is executed by Seller and Buyer, and (b) reasonably determined by Seller and stated in a written notice (email to suffice) provided by Seller to Buyer at least five (5) days in advance.				
Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%; border: none;"><tr><td style="width: 33%; vertical-align: top; padding: 5px;">Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP</td><td style="width: 33%; vertical-align: top; padding: 5px;">Firm (Variable Quantity): 0 MMBtus/day Minimum 160 MMBtus/day Maximum (“Max Daily Quantity”)</td><td style="width: 33%; vertical-align: top; padding: 5px;">Interruptible: Up to _____ MMBtus/day.</td></tr></table> <p style="margin-top: 10px;">Performance Obligation: During each month of the Delivery Period of this Transaction Confirmation, Seller will deliver to Buyer, and Buyer will purchase, Biogas in identical corresponding volumes to Seller’s purchases of Conventional Gas (as defined below) from Buyer under Transaction Confirmation # CDL001-TC02 (between the parties and dated _____) during such month.</p> <p style="margin-top: 10px;">The Variable Quantity shall be made up of Biogas. Buyer acknowledges that the delivered quantities of Biogas will</p>		Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): 0 MMBtus/day Minimum 160 MMBtus/day Maximum (“ Max Daily Quantity ”)	Interruptible: Up to _____ MMBtus/day.
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fluctuate and agrees to receive all Biogas, up to the Max Daily Quantity. Seller shall be the exclusive provider of Biogas to Buyer at the Delivery Point(s) during the Delivery Period.

Buyer and Seller acknowledge and agree that Seller will use commercially reasonable efforts to deliver Biogas to the Delivery Point(s) during the Delivery Period, but there is no minimum amount of Biogas that Seller is required to deliver, and Seller shall determine, in Seller's sole discretion, the amount of Biogas Seller delivers to the Delivery Point(s). However, regardless of the amount of Biogas that Seller delivers to the Delivery Point(s) during any given month during the Delivery Period, Seller shall pay Buyer a RIN Payment (as defined below) for that month in accordance with Exhibit B, provided that such month is not a Missed Month (as defined below in Section 2(a)).

Delivery Point(s): The Delivery Point(s) shall be the CenterPoint Energy, Inc ("CenterPoint") meter interconnect(s) at the compressed natural gas ("CNG") station(s) listed in Exhibit A ("**Station(s)**"), which is attached hereto and incorporated herein by reference.

Definitions:

"Advanced Biofuel" means a renewable fuel as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012)), other than ethanol derived from corn starch, and which must achieve a Lifecycle Greenhouse Gas Emission displacement of fifty percent (50%) compared to the baseline Lifecycle Greenhouse Gas Emissions.

"Alternative Fuel" means any transportation fuel that is not California reformulated gasoline or a diesel fuel, including but not limited to, those fuels specified in the California Low Carbon Fuel Standard (Cal. Code Regs. tit. 17, § 95480.1(a)(12) (2010)).

"Biogas" or "RNG" means pipeline quality Gas derived from the decomposition of organic matter that meets the EPA RFS eligibility requirements as either an Advanced Biofuel or Cellulosic Biofuel.

"Cellulosic Biofuel" means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has lifecycle greenhouse gas emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas emissions (as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012))).

"Conventional Gas" means Gas other than Biogas.

"Disqualified Biogas" means Gas that was initially determined by the parties upon delivery to be Biogas but subsequently becomes disqualified as Biogas by not satisfying the requirements of the EPA Renewable Fuels Standard.

"EPA" means the United States Environmental Protection Agency.

"EPA Renewable Fuels Standard" or "EPA RFS" means the renewable energy program and policies established by the Environmental Protection Agency and published on March 26, 2010 (at 75 Fed. Reg. 14670) and which became effective on July 1, 2010.

"Green Attributes" means any and all attributes, including Lifecycle Greenhouse Gas Emissions, associated with the production, sale and use of Biogas as an Advanced Biofuel, Cellulosic Biofuel, low carbon fuel or Alternative Fuel as necessary to generate or claim applicable EPA RINs.

"Greenhouse Gas" means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric tonne of carbon dioxide equivalent.

“Governmental Authority” means any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority, including, without limitation, the EPA or its successor agency.

“Lifecycle Greenhouse Gas Emissions” means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA RFS, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

“Renewable Identification Number” or **“RIN”** is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. § 80.1426 (2012)).

“RIN Resale Price” shall be calculated by reference to the volume weighted average price of all RINs which is realized by Seller that were generated within the same calendar month.

“Vehicle Fuel” means CNG or liquefied natural gas (LNG) derived from Gas and used in transportation vehicles.

Special Conditions:

1. Representations.

(a) Buyer represents that it shall process all Biogas purchased from Seller hereunder into Vehicle Fuel which shall be distributed as Vehicle Fuel through the Station(s).

2. Records and Documentation Related to Biogas and RIN Credits Creation.

(a) Buyer shall provide Seller with a copy of its natural gas invoices related to the Delivery Point(s) for the prior month (when such prior month is during the term of this Transaction Confirmation) between the 10th and 20th day of each month.

Notwithstanding anything to the contrary in this Transaction Confirmation, including without limitation, the terms in the “Performance Obligation and Contract Quantity” Section above, in the event Seller does not receive the invoice within the time period identified above, Seller shall: (1) not have any obligation to Buyer to make any payment to Buyer (including, without limitation, the RIN Payment) which relates to the month in which Seller did not receive a corresponding natural gas invoice (the **“Missed Month”**); (2) not have any obligation to supply Biogas during the Missed Month, and therefore, shall not generate any RIN credits; and (3) treat such Missed Month as if Seller sold, and Buyer purchased, 0 MMBtus of Biogas during such month and such treatment shall not be considered a breach of any of the obligations of Seller pursuant to this Transaction Confirmation. In the event there are three (3) consecutive Missed Months, Seller may terminate this Transaction Confirmation, based on Buyer’s default, upon a written notice to Buyer which shall specify the effective date of termination.

This obligation to provide the relevant invoice(s) shall survive the termination or expiration of this Transaction Confirmation until the last day of the full calendar month following the month in which this Transaction Confirmation expired or terminated.

(b) Buyer shall provide reasonable cooperation to Seller with respect to the requirements for the generation of RINS under the EPA RFS including, without limitation, by signing periodic attestations regarding the use of the Biogas sold hereunder as a Vehicle Fuel. Further, on at least a quarterly basis, and at any other time requested by Seller, Buyer shall provide Seller with attestations executed by an authorized officer of Buyer which indicate that the

volume of Conventional Gas and Biogas (as applicable) delivered to the Station(s) is consumed as a Vehicle Fuel. Buyer shall provide Seller with such attestations no later than thirty (30) days after Seller's written request.

3. Hierarchy and Governing Law.

In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern. The law governing the Base Contract shall apply to this Transaction Confirmation, except to the extent that the EPA RFS, together with regulations and decisions promulgated thereunder, are applicable to the purchase and sale of Biogas.

4. RIN Sales.

(a) Seller shall remit payments to Buyer as described in this Transaction Confirmation and **Exhibit B**, Payment Schedule.

(b) Buyer acknowledges that Seller and/or its affiliates will act as a principal with respect to their own RINs and/or as an agent with respect to RINs generated and/or sold hereunder and Buyer hereby waives any claim against Seller and/or its affiliates based on any conflict of interest or alleged conflict of interest of Seller and/or its affiliates with respect to the manner, price or terms of the sale of any of the RINs generated and/or sold hereunder. Seller and /or its affiliates and control persons shall owe no fiduciary obligation to Buyer with respect to the RINs generated and sold. Seller and its affiliate's sole obligation with respect to the sale of RINs generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other RINs that Seller and/or its affiliates may market or sell based on the calendar month in which such credits are generated.

5. Consultant Support.

Buyer and Seller shall work with Seller's consultant and/or RIN quality assurance plan (QAP) provider to ensure that it has created documentation necessary for Biogas and RIN creation in compliance with EPA requirements.

6. Regulatory Hinderance.

In the event that: (a) the RFS is materially modified, repealed, stayed, enjoined, or end prior to the end of the Delivery Period; or (b) a regulatory change (1) makes the sale of the Biogas and conversion thereto into vehicle fuel and the coincident generation of RINs illegal or impossible, or (2) hinders Seller's performance of its obligations under this Transaction Confirmation; (each event shall be referred to as a "**Regulatory Hinderance**"), then Buyer and Seller shall work together to renegotiate the affected terms of this Transaction Confirmation. If Buyer and Seller do not agree on an amendment to the Transaction Confirmation within sixty (60) days from the date the Seller initiated renegotiation, then either Buyer or Seller shall have the right to terminate the Transaction Confirmation. In the event of termination, the process described in Section 10.3 of the Base Contract shall be followed except that (y) references therein to the "Defaulting Party" and to the "Non-Defaulting Party" will be deemed references to Buyer and to Seller, respectively, and (z) no early termination damages will apply to the termination, and therefore, the process described in "Early Termination Damages Do Not Apply" in Section 10.3.1 of the Base Contract shall be followed. As used herein, "**Biogas Supply Source**" means a third party who sells Biogas to Seller which Seller sells to Buyer hereunder.

7. Environmental Attributes and Alternative Fuel Credit

Buyer is not entitled to any RINS generated from Biogas provided under this Transaction Confirmation, or other environmental attributes that may be attributed to or generated from the Biogas delivered under this Transaction Confirmation other than as specifically stated herein. Seller's retention and/or sale of RINS generated from the Biogas delivered under this Transaction Confirmation shall not limit Buyer's ability to report the purchase of Biogas and applicable reductions in greenhouse gases or emissions directly associated with the use of Biogas in its transportation fleet. Seller represents and warrants that no other entity is entitled to claim the reductions in

greenhouse gases or emissions directly associated with the use of the Biogas provided hereunder as a transportation fuel other than Buyer.

As between the parties, to the extent available, Buyer shall be solely entitled to claim 100% of the federal Alternative Fuel Credit (defined below) revenue as allowed or may be allowed under Sections 6426 and 6427 of the Internal Revenue Code of 1986 (“Alternative Fuel Credit”), as may be amended, for each gasoline gallon equivalent of Conventional Gas or Biogas dispensed from the Station(s). The parties agree that Buyer will be considered the “Alternative Fueler” as defined in Proposed Treasury Regulation Section 48-6426-1 and is responsible for remitting any federal or state fuel taxes, if any, imposed on the subsequent sale or use of such fuel.

8. Adjustment for Disqualified Biogas

In addition to other remedies available under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas becomes classified as Disqualified Biogas and such disqualification did not occur based on an act or omission of Seller, Seller will be entitled to a refund of any payment made to Buyer which is related to such Gas. This obligation shall survive the termination or expiration of this Transaction Confirmation.

9. Failure to Produce Vehicle Fuel

In addition to all other remedies under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas is not processed into a Vehicle Fuel, Seller will be entitled to a refund of any payment made to Buyer for the volume of Biogas that was not processed into a Vehicle Fuel. Further, if any Purchased Conventional Gas is not processed into a Vehicle Fuel, Seller will be entitled to a refund of any payment made to Buyer which relates to the volume of Purchased Conventional Gas that was not processed into a Vehicle Fuel. This obligation shall survive the termination or expiration of this Transaction Confirmation.

10. Further Assurances

Each party will provide the other party such cooperation, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this Transaction Confirmation (including pursuant to any audit of this Transaction Confirmation by a Governmental Authority) and in order for title to the conveyed Green Attributes to vest in the Seller in connection with the purchase and sale of the Contract Quantity of Biogas.

Seller: **Clean Energy Renewable Fuels, LLC**

Buyer: **City of Ladero**

By: _____

By: _____

Name: Robert M. Vreeland

Name:

Title: Chief Financial Officer

Title:

Date: _____

Date: _____

EXHIBIT A

CNG Station Location(s)			
Street Address	City and State	Local Distribution Channel	Meter Number
401 Scott Street	Laredo, TX 78040	Centerpoint	[INSERT METER NUMBER]

EXHIBIT B
Payment Schedule

Calendar Year	RNG MMBtu	Number of RINs generated per RNG MMBtu ("RIN Generation Rate")	Buyer Percentage of RIN Credit Generation Rate
2024	1	11.727	5%
2025	1	11.727	5%
2026	1	11.727	5%
2027	1	11.727	5%
2028	1	11.727	5%
2029	1	11.727	5%
2030	1	11.727	5%

Terms and Conditions:

(1) Within thirty (30) days of Seller's receipt of payment for all RINs generated during the prior month, Seller will pay Buyer the "**RIN Payment**" which is described below:

[[applicable Calendar Year Buyer Percentage of RIN Credit Generation Rate as shown in the table above] x
(11.727 x [(cumulative Gas MMBtus dispensed from the Station(s) (as determined in accordance with Seller's RFS compliance protocol) during the applicable
calendar month where such month is within the Delivery Period]] x [RIN Resale Price]]]