

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 15.1
(ID # 26262)**

MEETING DATE:
Tuesday, April 01, 2025

FROM : DEPARTMENT OF WASTE RESOURCES

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Landfill Gas Purchase Agreement with Nodal Power Systems, Inc. for the Procurement of Landfill Gas Produced at the Coachella, Edom Hill and Highgrove Landfills for Ten (10) Years, and Approve their Concurrent Landfill Lease and Sub-Lease Agreements, Respectively; Districts 1 and 4. [\$0 - Waste Resources Enterprise Funds], (CEQA Exempt per State CEQA Guidelines Sections 15301, 15308, and 15061(b)(3))

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15301 (Existing Facilities) and 15308 (Actions by Regulatory Agencies for Protection of the Environment);
2. Approve the Landfill Gas Purchase Agreement (Agreement) with Nodal Power Systems, Inc. for the procurement of landfill gas produced at the Coachella, Edom Hill and Highgrove landfills for ten (10) years effective upon signature of the parties, and authorize the Chair of the Board to sign the Agreement on behalf of the County;

Continued on page 2

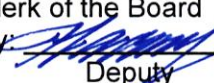
ACTION:Policy


Andrew Cortez 3/3/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, and Perez
Nays: None
Absent: Washington and Gutierrez
Date: April 1, 2025
xc: Waste

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the Highgrove Landfill Sub-Lease Agreement with Nodal Power Systems, Inc., and authorize the General Manager-Chief Engineer to sign the same on behalf of the County;
4. Approve the Edom Hill and Coachella Landfill Lease Agreements with Nodal Power Systems, Inc. and authorize the General Manager-Chief Engineer to sign the same on behalf of the County;
5. Authorize the General Manager-Chief Engineer of Waste Resources to take all necessary steps to implement the Agreement, Sub-Lease Agreement, and Lease Agreements, including, but not limited to, negotiating, approving, and executing any amendments to the agreements that do not extend the term nor increase the cost to Waste Resources, subject to approval as to form by County Counsel;
6. Direct Waste Resources to file the Notice of Exemption with the County Clerk and the State Clearinghouse upon approval of the Agreement; and
7. Direct the Clerk of the Board to return two (2) copies each of the Agreement, Sub-Lease Agreement, and Lease Agreements to the Department of Waste Resources.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 24/25 –34/35	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Department of Waste Resources (RCDWR) maintains ten (10) closed landfills that produce landfill gas (LFG). As waste in landfills naturally decomposes, LFG is produced and if not properly collected and treated can become an environmental hazard. RCDWR operates and maintains existing gas collection and control systems to properly treat LFG in strict accordance with regulatory requirements. Flare systems are currently utilized as the primary treatment method to burn off excess LFG, minimizing environmental impact by preventing the release of methane into the atmosphere. Recent advancements in energy recovery technologies have increased the feasibility for beneficial use of LFG as a sustainable fuel source to generate renewable natural gas or electric power. Energy recovery systems have the capability to maintain regulatory compliance by safely mitigating the environmental hazard while also processing LFG into a viable asset for energy production. Three (3) of the ten (10) closed landfills, namely the Coachella, Edom Hill and Highgrove landfills, generate a sufficient volume of LFG (greater than 400,000 standard cubic feet per day), and of sufficient methane quality (greater than 30 percent), to support a profitable LFG beneficial use project.

The proposed LFG beneficial use project (Project) will be fully funded by Nodal Power Systems, Inc. (Purchaser) and profits shall be shared from the sale of electric power produced from linear generators fueled by processed LFG. The Purchaser shall provide RCDWR with a fifteen

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

(15) percent share from gross sales of electric power and twenty-five (25) percent share from the gross sales of any potential environmental credits generated by the Project. For redundancy, RCDWR will continue to maintain the existing flare systems for each site and have the capability to divert LFG from the Project if necessary to meet regulatory compliance.

California Environmental Quality Act (CEQA)

This Project is exempt from CEQA under Section 15301 (Existing Facilities) and Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) of the CEQA Guidelines, as it involves the purchase of LFG produced at the Coachella, Edom Hill and Highgrove closed landfills. The Project proposes to construct, operate and maintain equipment and pipelines to collect and transport LFG from the RCDWR's existing landfill gas collection and control system to produce energy. Construction is proposed on previously disturbed land with no new air emissions. The Project would not have a direct, indirect, or cumulatively significant effect on the environment or environmental resources; as such, it qualifies for the "common-sense" exemption under Section 15061(b)(3). A Notice of Exemption (NOE) to this effect will be filed with the County Clerk and the State Clearinghouse within five days of Board approval.

Impact on Residents and Businesses

The RCDWR will continue to maintain the Coachella, Edom Hill and Highgrove landfills in accordance with applicable regulatory requirements. The terms of the Landfill Gas Purchase Agreement (Attachment A) provide the RCDWR with authority to discontinue, temporarily or permanently, the Purchaser's LFG energy recovery system, to maintain regulatory compliance. The royalty from the beneficial use of LFG (i.e. sale of electric power, environmental credits or other means), shall be utilized to offset ongoing closed landfill maintenance costs.

When constructed, the Project will provide a sustainable source of electricity for residents and businesses of the region.

Additional Fiscal Information

There is no cost to the RCDWR or the County as a result of the Agreements or Project.

Contract History and Price Reasonableness

On February 21, 2024, RCDWR and Purchasing and Fleet Services (Purchasing) released Request for Proposal (RFP) WMARC-444 soliciting proposals to beneficially use the LFG produced at Riverside County's Coachella, Edom Hill and Highgrove Landfills to produce electricity while maintaining compliance with all regulatory requirements. RCDWR sent notifications to over fifty+ (50) potential proposers, the RFP was accessed by thirty (30) potential proposers while being advertised on Public Purchase and the County's Purchasing websites. Three (3) proposals were received in response to the RFP and were reviewed by an evaluation team consisting of personnel from RCDWR. All proposals were scored by the evaluation team based on the bidder's overall responsiveness to those requirements of the scope of service, experience and ability, locations of facilities, references, and financial status.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

One (1) proposer was deemed non-responsive leaving the evaluation to continue with two (2) proposers. A comprehensive analysis of the monetary (Royalty Rate) and non-monetary benefits were performed by County Purchasing and RCDWR.

Of the two (2) proposers, one (1) declared their intent to not submit a best and final offer and withdraw their response. After diligent review of the submitted proposals and best and final offer, the evaluation team recommends that the award be given to Nodal Power, Inc. as the most responsive proposer meeting the RCDWR's needs. The Royalty Rates offered range from 15 percent gross monetary value generated and 25 percent for the gross sale of environmental credits generated by the Project.

After the tentative award by the evaluation team, Nodal Power, Inc. changed its entity name to Nodal Power Systems, Inc., a Delaware corporation. Nodal Power Systems, Inc. (the Purchaser) also operates the business Amtal Partners LLC, a Utah limited liability company registered to do business in California.

ATTACHMENTS:

ATTACHMENT A. LANDFILL GAS PURCHASE AGREEMENT

ATTACHMENT B. EDOM HILL LANDFILL LEASE AGREEMENT

ATTACHMENT C. COACHELLA LANDFILL LEASE AGREEMENT

ATTACHMENT D. HIGHGROVE LANDFILL LEASE AGREEMENT

ATTACHMENT E. CEQA NOE 25-04



Jason Farin, Principal Policy Analyst 3/26/2025



Aaron Gettis, Chief of Deputy County Counsel 3/25/2025

LANDFILL GAS PURCHASE AGREEMENT

This Landfill Gas Purchase Agreement (this "Agreement") is effective as of the 1st day of April, 2025 ("Effective Date"), and is by and between the County of Riverside, on behalf of the Department of Waste Resources ("RCDWR"), a political subdivision of the State of California, with RCDWR's principal offices located at 14310 Frederick Street, Moreno Valley, CA 92553 ("County" or "Seller"), and Nodal Power Systems, Inc., a Delaware Corporation, with its principal offices located at 250 E. 200 S., Suite 310, Salt Lake City, UT, 84111 ("Contractor" or "Purchaser"). Seller and Purchaser are hereinafter sometimes referred to individually as a "Party" and jointly as the "Parties."

RECITALS

WHEREAS, the County of Riverside is the owner of certain parcels of land upon which it maintains the Coachella, Edom Hill, and Highgrove Landfills (collectively, the "County Landfills"), identified by Assessor Parcel Numbers 697-280-015 (Coachella Landfill), 659-200-002 (Edom Hill Landfill), and 255-240-011 (Highgrove Landfill), (collectively, the "Land"), located near the cities of Coachella, Cathedral City, and Riverside, CA, respectively;

WHEREAS, Purchaser wishes to purchase landfill gas (LFG) produced at the County Landfills, and the County is willing to sell to Purchaser LFG at the County Landfills, upon the terms and conditions set forth herein;

WHEREAS, Purchaser desires to construct, operate and maintain Plants (as hereinafter defined) to enable Purchaser to collect LFG from the County Landfills and produce electricity, on land to be leased from County by Purchaser under separate lease and access agreement(s), (the "Lease(s)");

WHEREAS, RCDWR will continue to own, maintain and operate the existing LFG collection system and infrastructure (as hereinafter defined) at the County Landfills;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereby agree upon the following terms and conditions:

Article 1. Definitions

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with such Person. "Control" for purposes of this definition includes, without limitation, the ability to vote fifty percent (50%) or more of the voting equity of a Person.

"Battery Limits" means an area within the perimeter shown in Appendix A.

"Commencement Date" means the first day on which Purchaser has commenced construction of

Purchaser's Facilities, which shall be demonstrated by:

- a) purchase of at least Fifty Percent (50%) of the equipment necessary for the operation of Purchaser's Facilities;
- b) completion of all site grading and the installation of any structures necessary for the completion of Purchaser's Facilities and the installation of Purchaser's equipment; and
- c) the installation and construction of all storm water management equipment, drainage, and other features necessary for the management of storm water in compliance with all applicable Environmental Laws.

"Commercial Operation" means when Purchaser generates electricity that is sold for profit.

"Commercial Operation Date" means the date on which Purchaser's Plan achieves Commercial Operation.

"Day" means twenty-four (24) consecutive hours beginning and ending at 7:00 A.M. Pacific Standard Time (PST).

"Deliverable LFG" means the sum of LFG accepted through the LFG Delivery Point.

"Design LFG Volume Rate" – Equal to the maximum monthly LFG production in 2021 and 2022 per site.

"Effective Date" means the date this Agreement is executed and signed by both parties.

"Environmental Attributes" means any benefits, emissions reductions, and allowances, howsoever entitled, attributable to the use of the RCDWR's LFG. This shall include Renewable Energy Certificates (RECs), as well as:

- a) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants;
- b) any avoided emissions of carbon dioxide (CO₂), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; or
- c) the reporting rights to these avoided emissions. Exclusions include methane (CH₄) and carbon dioxide (CO₂) that has been captured from the installation of a biogas control system and verified by the Climate Action Reserve.

"Environmental Laws" means any applicable federal, state, or lawfully promulgated local governmental law, statute, rule, regulation, order, consent decree, decree, judgment, permit, license, covenant, deed restriction, ordinance or other requirement or standard relating to landfills or pollution or the regulation or protection of health, safety, natural resources, or the environment, as now existing or hereafter in effect, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposals of hazardous substances (as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. § 9601, as

amended ("CERCLA"), hereafter Hazardous Substances) or hazardous materials into air, water, land or groundwater, to the withdrawal or use of groundwater, to the regulation of Greenhouse Gas emissions, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of Hazardous Substances. "Environmental Laws" shall include, but shall not be limited to, the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; CERCLA; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state or local statutes and regulations.

"Environmental Credit" means any and all federal, state, and local environmental credits, or similar, received by the Purchaser as a result of this project, such as but not limited to, Electricity Renewable Identification Numbers ("eRINs"). Renewable Energy Certificates (RECs) are specifically excluded from this definition.

"Environmental Credit Royalty Rate" means the means the percent to be paid to the Seller for the gross sale of Environmental Credits generated by the project. The rate shall be twenty-five percent (25%).

"GCCS" means Seller's LFG collection and control system.

"Good Engineering Practices" means practices, methods and acts that comply with manufacturer's specifications, and that in the exercise of reasonable judgment by an independent engineering professional in light of the facts known, or that in the exercise of due diligence, should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with reliability, safety, environmental protection, expedition, and applicable laws and regulations in the State of California.

"Governmental Authorizations" means all applicable authorizations from, permits and licenses issued by, consents and approvals of, filings with, notices from, and registration with, any Government Entity (including all conditions thereof) which are currently required to be obtained, or may be required in the future.

"Government Entity" means any court or tribunal in any jurisdiction or any federal, state, municipal, or other governmental body, agency, authority, department, commission, board, bureau or instrumentality.

"Greenhouse Gas" or "Greenhouse Gases" means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and other fluorinated greenhouse gases as defined in 40 CFR 98.6.

"Gross Revenues" means, for any given month, the value of total electricity sold and all other forms of consideration received by Purchaser for the sale of electricity (in whatever form and at any time, including "Resource Adequacy") and all "Environmental Attributes" associated with such electricity.

"Landfills" means the Coachella, Edom Hill, and Highgrove Landfills, and all of the related landfill facilities owned or leased by the Seller.

"LFG" means gases arising from a landfill consisting primarily of methane and carbon dioxide produced from the anaerobic decomposition of waste materials within the Landfill.

"LFG Collection System and Infrastructure" means any gas well, header, flaring equipment, etc. and related appurtenances and equipment used to extract and destroy LFG both upstream of the point along the header at which the LFG Delivery Point is located and downstream of that point in the direction of the flare.

"LFG Delivery Point" means the point at the Battery Limits where the Seller's GCCS will be conveying the LFG to the Purchaser's pipeline; this point will be as shown in Appendix A.

"Minimum LFG Extraction Volume Rate" means seventy-five percent (75%) of the Design LFG Volume Rate during the calendar year.

"Month" means, for invoicing purposes per Article 9 herein, the period beginning at 7:00 AM PST on the last day of a calendar month and ending at 7:00 AM PST on the last day of the next succeeding calendar month.

"Party" means Seller or Purchaser, as the case may be, and "Parties" means Seller and Purchaser collectively.

"Plant" or "Plants" means part of Purchaser's Facilities that is specifically utilized to extract LFG and convert LFG to electricity.

"Purchaser" means Nodal Power Systems, Inc., a Delaware Corporation, and any Affiliate, or other individual or entity acting on behalf thereof. "Purchaser" also means "Contractor" in Appendix B.

"Purchaser's Condensate" means any condensate produced at the Plant.

"Purchaser's Facilities" shall include, without limitation:

- a) the Plant or Plants;
- b) a pipeline suitable to transport LFG from the RCDWR's LFG Delivery Point to the Plant;
- c) equipment required for remote communication between the Plant and the RCDWR;
- d) all other Purchaser equipment and facilities inside the Battery Limits.

"Quarter" means each of the three (3)-month periods ending March 31, June 30, September 30 or December 31.

"RCDWR" – Riverside County Department of Waste Resources.

"Resource Adequacy" - means monetary value received by the Purchaser, beyond the sale of

electricity, to serve as a local energy resource.

"Royalty Rate" means the percent to be paid to the Seller for the "Gross Revenue" of electricity generated by the project, or any other gross monetary value generated by the project that is paid to the Purchaser. The rate shall be fifteen percent (15%).

"Seller" means Riverside County and Riverside County Department of Waste Resources. "Seller" also means "County" in Appendix B.

"Seller's Facilities" shall include the Landfills and all existing equipment and infrastructure as expanded from time to time:

- a) used or that can be used to convey LFG to the LFG Delivery Point at the Battery Limits; and
- b) necessary to combust any LFG which is not used by the Plant, including but not limited to the blower and flare, LFG wells, headers, laterals, leachate and condensate piping, sumps, pumps, hydrogen sulfide removal system (if required to comply with Environmental Laws or any permits required under any Environmental Laws or other applicable laws, rules or regulations), and other components of the GCCS prior to the LFG Delivery Point. For the avoidance of doubt, Seller's Facilities shall not include any part or portion of Purchaser's Facilities.

"Utility" means the third party or parties taking delivery of Purchaser's electricity or utilizing Purchaser's electricity.

Article 2. Purchaser's and Seller's Facilities

Section 2.01

Purchaser's efforts to develop Purchaser's Facilities shall be at Purchaser's sole cost and discretion. Purchaser shall be solely responsible for the work and costs of the permitting, design, installation and operation of Purchaser's Facilities and ancillary equipment, including specifically, without limitation, any electric interconnect, and/or any other work necessary to extract and convey LFG from the LFG Delivery Point, utilizing the RCDWR's GCCS header, laterals and wells, to Purchaser's Facilities. In the event Utilities are not available on the Premises, the costs and expenses incurred to bring utility systems, lines, piping or components from the utility's main system to the purchaser's facility shall be paid solely by the Purchaser. Any future utility systems, lines, piping, or components may be installed only following reasonable advance notice by Purchaser (or its Cos or agents) to Seller. Purchaser shall notify Seller of any delay in issuance of any required Governmental Authorization(s) and identify all steps Purchaser is taking to expedite issuance of the respective Governmental Authorization(s).

Section 2.02

Purchaser will use commercially reasonable efforts to cooperate with Seller with respect to Seller's applications for Governmental Authorizations associated with Seller's Landfill operations; provided, however, that such cooperation will not require Purchaser to incur additional material costs or

obligations. Seller shall have no liability to Purchaser for delays, if, despite Seller's reasonable efforts, the issuance of such Governmental Authorizations are delayed and such delays affect the development of Purchaser's Facilities (such delays constituting Force Majeure).

Section 2.03

Purchaser shall complete its activities in accordance with Good Engineering Practices and applicable law, including specifically, without limitation, any permits required under the Environmental Laws. Purchaser shall be solely responsible for compliance with any monitoring, reporting, recordkeeping and financial obligations arising under the Environmental Laws for the construction and operation of Purchaser's Facilities.

Section 2.04

Purchaser shall copy Seller on any written communications with any Government Entity relating to Governmental Authorizations for the construction and operation of Purchaser's Facilities. Purchaser shall provide Seller with at least three (3) business days' written notice of any planned meeting with any Government Entity relating to Governmental Authorizations for the construction and operation of Purchaser's Facilities and allow Seller's representative to attend any such meeting.

Section 2.05

During the period prior to the Commencement Date, Purchaser shall provide Seller, on the first date of each Month, written Monthly status reports of Purchaser's progress in achieving Commercial Operation. Seller shall be given the right to review all plans for the design and construction of the Purchaser's Facilities prior to the commencement of construction, along with any changes to such designs arising during construction. Purchaser will use commercially reasonable efforts to provide Seller sufficient time to conduct such reviews, and Seller will use commercially reasonable efforts to conduct its reviews in a timely manner under the circumstances. Such review (or any decision not to review) shall not create any warranties as to the design, suitability, capability or expected performance of the Interfaces. If the design plans, as reflected in Purchaser's plans for the design, do not, in Seller's good faith judgment, comply with Seller's overall plans for LFG operations, Purchaser shall make such changes to the design as may be reasonably requested by Seller and commercially reasonable under the circumstances. Unless Seller delivers written notice to Purchaser of its objection to the design plans within twenty (20) Business Days of receipt thereof, Seller shall be irrevocably deemed to have accepted such design plans.

Section 2.06

Purchaser and Seller shall use reasonable, good faith efforts to coordinate the installation and maintenance of interconnections between their respective facilities. Regarding the installation of the interconnections contemplated pursuant to this Section 2.06, Purchaser shall, at its cost, develop an automated interface between Purchaser's Facilities and Seller's flares such that all LFG generated is either processed at Purchaser's Facilities or flared in Seller's flares located on Seller's Facilities in accordance with Section 3.02 below.

Section 2.07

Purchaser shall be responsible for the operation, utility costs, maintenance, repair, taxes upon, and insuring of the Plant, including but not limited to its facilities located at or downstream of the LFG Delivery Point. Seller will be responsible for the operation, utility costs, maintenance, repair, taxes upon, and insuring of the Landfills, including but not limited to its facilities located at or upstream of the LFG Delivery Point. The Parties will modify the interconnections between Purchaser's Facilities and Seller's Facilities from time to time to reflect changes to their respective facilities, with the cost of such modifications borne by the Party whose facility necessitates the modifications.

Article 3. Provision of LFG

Section 3.01

Pursuant to this Agreement, from and after the Commencement Date, Seller agrees to allow LFG to be extracted from the Landfills by the Purchaser and conveyed to the LFG Delivery Point. The Purchaser shall be allowed to collect up to the maximum amount of LFG the Plant can process and accept.

Section 3.02

Pursuant to this Agreement, from and after the Commercial Operation Date, Purchaser agrees to take delivery of and process the LFG produced at the Landfills. Purchaser shall ensure that the maximum rate of LFG that the Plants can process and accept shall equal at least Design LFG Volume Rate as shown in the Table below. For the Term of this Agreement, Purchaser is responsible for ensuring Purchaser's Facilities have sufficient capacity to accept all LFG from the Landfills.

Landfill Site	Design LFG Volume Rate (SCF/Day)
Coachella	433,200
Edom Hill	1,090,543
Highgrove	414,712

Section 3.03

The Purchaser's Plants shall process the Minimum Design LFG Volume Rate as shown in the Table below. The Minimum Design LFG Volume Rate is the lesser of 85% of the Design LFG Volume Rate and the 2021-2023 historical low volume rate determined from historic flow data. The actual LFG Volume Rate shall be reported each month and be compared to the Minimum Design LFG Volume Rate. In the event Seller requires Purchaser to divert LFG in order to allow Seller to operate its flare, the Parties agree that such volume shall be deducted from the Minimum Design LFG Volume Rate. Refer to Section 7.02 regarding the Purchaser's inability to meet the Minimum Design LFG Volume Rate.

Landfill Site	Minimum LFG Volume Rate (SCF/Day)
Coachella	376,312 ₍₁₎
Edom Hill	957,069 ₍₁₎
Highgrove	344,957 ₍₂₎

1-85% of design LFG volume rate

2-Historic Low Flow

Section 3.04

LFG ownership, title, control, liability, custody and risk of loss of all LFG extracted under this Agreement shall pass to Purchaser at the LFG Delivery Point. Under no circumstances shall Purchaser have a right to or obtain title to any other gas generated from any other processes or sources at, on or under the Landfills other than LFG.

Section 3.05

Purchaser and Seller shall meet at least annually to discuss the GCCS including Landfill Gas flow, Landfill Gas quality and consistency, and projections of gas volume. During such meetings, the Minimum LFG Volume Rate may be reduced at the sole discretion of the Seller based on the information provided by the Purchaser.

Article 4. Warranties

Section 4.01

Seller warrants that, at the time of delivery: (a) it will have good title and rights to transfer such LFG; and (b) the LFG available to Purchaser hereunder shall have been produced and conveyed in accordance with all applicable laws and regulations as the same may have been amended.

Section 4.02

All LFG shall be taken by Purchaser in an "as is" condition. Purchaser represents and warrants that Purchaser has done its own due diligence as to the quantity and quality of LFG available at the Landfills and that Seller makes no warranty concerning either the quantity of available LFG or its quality. Purchaser is familiar with the extraction and processing of LFG and understands that its chemical content will vary from time to time, depending on the contents of the Landfills. All warranties of merchantability and fitness for a particular purpose and all other warranties, expressed or implied, are excluded from this transaction and do not apply to the LFG sold hereunder. Purchaser recognizes that LFG may contain corrosive or deleterious substances. Seller shall have no obligation to pay costs for repair or replacement of Purchaser's facilities caused by such substances and Purchaser accepts the risk of such substances. In addition, in no way limiting any provisions herein, Purchaser acknowledges and agrees that the landfills are or may be unattended sites, and that Seller has no obligations to provide security at the landfills or other

protection for Purchaser's facilities, and Seller shall not be responsible for any damage or injury to Purchaser's facilities caused by persons or circumstances outside of Seller's control.

Article 5. Units of Measurement

Section 5.01

Purchaser shall measure the LFG volume processed and methane content at the LFG Delivery Point by a meter installed within the Battery Limits and maintained by Purchaser. The unit of volume for measurement of LFG process through the Delivery Point for purposes of Plant capacity will be one (1) scfm of LFG at a base temperature of 60 degrees Fahrenheit and at an absolute pressure of 14.73 pounds per square inch. All fundamental constants shall be in accordance with the standards prescribed in the National Standard ANSI-API 2530, Second Edition, as reprinted in September 1986, with any subsequent amendments which may be mutually acceptable to Purchaser and Seller. The LFG volume and a weekly methane content reading shall be reported to the RCDWR monthly.

Section 5.02

The accuracy of Purchaser's LFG meters shall be assured by normal maintenance procedures and the cost of such maintenance shall be borne by Purchaser. Testing of meter calibrations shall be performed at least every twelve (12) months at Purchaser's expense. Seller may have a representative present at each such test. Purchaser shall provide Seller a minimum of three (3) business days advance notice of meter testing.

Section 5.03

Amount of electricity generated shall be reported in kilowatt-hours (kWh) to the RCDWR monthly. This number must be provided to the RCDWR for a given month within thirty (30) days of the end of said month.

Article 6. Operations and Maintenance

Section 6.01

Nothing contained in this Agreement shall operate or be construed in any way to vest legal title in any part of the Land, the Landfills, the GCCS, or any of Seller's Facilities in Purchaser, and nothing contained in this Agreement shall operate or be construed in any way to vest legal title in any part of Purchaser's Facilities in Seller.

Section 6.02

The Purchaser shall ensure that the Purchaser's Facilities are operated and maintained during the Term to provide for collection of landfill gas in accordance with Environmental Laws applicable to the Seller's requirements as the landfill owner. Generally, these Environmental Laws require

consistent and comprehensive landfill gas collection to prohibit surface emissions and subsurface lateral migration.

Section 6.03

Seller shall maintain the GCCS in proper working order and shall be responsible for installation, operation, and compliance of the GCCS with all applicable laws and regulations. In the event of damage to the GCCS, Seller shall repair such damage as promptly as practicable to ensure minimal impact on LFG quantity or quality.

Section 6.04

The RCDWR will shut down the Purchaser's project for one day per month and operate the Seller's flare for testing and maintenance. The RCDWR shall provide the Purchaser with five (5) business days advance notice.

Section 6.05

Purchaser shall notify Seller of any planned shutdown of Purchaser's system projected to be over twenty-four (24) hours at least five (5) business days prior to commencement of said planned shutdown. Purchaser shall notify Seller immediately if an unplanned shutdown of Purchaser's system has reached a duration of twelve (12) hours.

Section 6.06

If the Purchaser's project results in any violation of Environmental Laws, the Seller reserves the right to shut off the Purchaser's system and operate the Seller's flare until modifications and/or repairs are made by the Purchaser to bring the Purchaser's system into compliance.

Section 6.07

If Seller or Purchaser receives a notice from a Government Entity that the landfill or Purchaser's Facility is in violation of Environmental Laws, then Seller or Purchaser (as applicable) shall promptly notify the other Party of such notice in writing (and attach a copy of such notice of violation). Upon receipt of such notice, the responsible Party shall promptly investigate the cause of the allegation and notify the other Party (a) of the corrective action, if applicable, that it intends to take, including timing or (b) that it did not violate the foregoing obligations, including reasonable details as to why it is not responsible for the cause of the allegation, and what it plans to do to defend the notice. To the extent applicable, the corrective action shall be completed within such period of time as set by Applicable Laws. Seller or Purchaser shall notify the other Party of any public odor nuisance complaint received or notice received from a Government Entity that indicates a violation of Environmental Laws. Commission and Developer will work together to identify the source of all odor complaints and resolve them in such period of time as set by Environmental Laws or ordinance.

Section 6.08

If Seller anticipates any modification of its landfill GCCS which would likely have a material adverse effect upon LFG generation, quality, or quantity, then at the earliest practical date, Seller shall notify Purchaser of such modifications including any information pertaining to such modification and the anticipated impact on the LFG production or on the GCCS.

Section 6.09

If Purchaser hires or retains the services of a third Party to perform any of its obligations hereunder, all such third Parties shall be licensed and qualified in accordance with Applicable Laws and professional standards.

Section 6.10

Seller and Purchaser shall each, at their own respective expense, obtain and maintain all permits, authorizations, easements, and right-of-ways required for the performance of their obligations hereunder. Seller shall timely execute all consents and other instruments relating thereto reasonably requested by Purchaser which require Seller's execution. Each Party shall provide the other with a copy of all permits and authorizations obtained promptly upon receipt thereof.

Section 6.11

Purchaser shall not adjust nor modify Seller's GCCS. If Purchaser determines that changes to Seller's GCCS would benefit the Purchaser's operation those proposed changes shall be communicated to Seller. All changes proposed by Purchaser will be negotiated between Purchaser and Seller and any changes to Seller's system agreed upon by both Parties will be performed by Seller. This includes, but is not limited to, constructing additional gas wells, which if performed at Purchaser's request will be at Purchaser's cost.

Section 6.12

Purchaser will perform final tie-in of Purchaser's facility to Seller's gas system at a "T" fitting installed by Seller.

Section 6.13

Purchaser's facilities shall include landfill gas recovery blower equipment. The Purchaser's blower equipment shall be designed to apply vacuum to the Seller's GCCS. The Purchaser shall be responsible to operate the Purchaser's facilities, including blower equipment, in a manner which supports best management practices for landfill methane recovery by providing a steady-state, continuous recovery rate of landfill gas from the GCCS and a stable applied vacuum on the GCCS as measured at the LFG Delivery Point. The Parties shall determine the appropriate target vacuum setpoint (the "Vacuum Setpoint") in inches water column gauge, applied at the LFG Delivery Point, which may be adjusted from time to time. Purchaser shall make all commercially reasonable efforts to design and operate the Purchaser's facilities and Blower Equipment in a manner that maintains

the Vacuum Setpoint within +/- 1 inch water column variance (on a daily average).

Section 6.14

Purchaser shall be responsible for legally disposing of all landfill gas condensate generated by the Purchaser's facility. Access shall be granted to Seller to obtain samples of Purchaser's landfill gas condensate for laboratory chemical analysis. Seller shall provide Purchaser a minimum of five (5) business days advance notice of gas condensate sampling.

Section 6.15

Purchaser shall provide Seller real time access to check remotely if Purchaser's system is operating.

Article 7. Terms and Termination

Section 7.01

If Purchaser has not commenced construction of Purchaser's Facilities, i.e. achieved a Commencement Date as described in Section 1 (definitions) within twelve (12) months after the Effective Date (subject to Force Majeure extensions), either Party may immediately terminate this Agreement upon written notice to the other Party, with no further liability of either Party.

However, if Purchaser requires more time to commence construction of Purchaser's Facilities as described in Section 1 (definitions), Purchaser may extend such time by paying Seller an extension fee of Two Thousand Dollars (\$2,000.00) per month for up to twelve (12) additional months. If the Purchaser is not able to achieve a "Commencement Date" within the extension period, Purchaser shall have no further liability; provided, however, that:

- a) Purchaser shall be obligated to remove Purchaser's Facilities from the Landfills in accordance with the provisions of Section 7.09.

The termination rights set forth in this Section 7.01 shall survive until the earlier of:

- a) the termination of this Agreement pursuant to this Section 7.01 or otherwise; or
- b) the Commencement Date.

The termination rights set forth in this Section 7.01 are separate and distinct from any other termination rights set forth in this Agreement and shall not be subject to any notice and/or cure provisions set forth elsewhere.

Section 7.02

If Purchaser's Facilities have not commenced Commercial Operation within twenty-four (24) months after the Effective Date (subject to Force Majeure extensions), either Party may immediately terminate this Agreement upon written notice to the other Party, with no further

liability of either Party; provided, however, that:

- (a) Seller shall be entitled to retain all payments made pursuant to Section 8.01 and the Lease(s) prior to the effective date of the termination of this Agreement pursuant to this Section 7.02, and
- (b) Purchaser shall be obligated to remove Purchaser's Facilities from the Landfills in accordance with the provisions of Section 7.09.

However, if Purchaser requires more time to commence Commercial Operation, Purchaser may extend such time by paying Seller an extension fee of Two Thousand Dollars (\$2,000.00) per month until the Commercial Operation Date for up to six (6) additional months. If the Purchaser is not able to commence Commercial Operation within the extension period, Purchaser shall have no further liability; provided, however, that

- a) Seller shall be entitled to retain all payments made pursuant to the Lease(s) prior to the effective date of the termination of this Agreement pursuant to this Section 7.02, and
- b) Purchaser shall be obligated to remove Purchaser's Facilities from the Landfills in accordance with the provisions of Section 7.09.

The termination rights set forth in this Section 7.02 shall survive until the earlier of:

- a) the termination of this Agreement pursuant to this Section 7.02 or otherwise; or
- b) the Commercial Operation Date.

The termination rights set forth in this Section 7.02 are separate and distinct from any other termination rights set forth in this Agreement and shall not be subject to any notice and/or cure provisions set forth elsewhere.

Section 7.03

The initial term of this Agreement shall be for a period of ten (10) years commencing on the date this Agreement is executed and signed by both parties.

Section 7.04

Reserved.

Section 7.05

Any one or more of the following shall be an Event of Default under this Agreement:

- a) Failure by Purchaser to pay Royalties pursuant to Articles 8 and 9 within ten (10) business days of their due date on two (2) separate occasions during any one (1) year period shall be considered an Event of Default, notwithstanding subsequent payment by Purchaser following written notice as provided below.

- b) Failure by Seller or Purchaser to pay any other non-contested amount due (other than the Royalties due under Articles 8 and 9) on the date specified that such payment is due and payable which failure shall have continued for a period of twenty (20) days after written notice of such failure shall have been given to the defaulting Party by the non-defaulting Party.
- c) The institution by Seller or Purchaser of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing of a petition or answer or consent seeking reorganization or relief under the federal Bankruptcy Code or any other applicable federal or state law, or the consent by it to the filing of such petition or to the appointment of a receiver, liquidator, assignee, trustee, or similar official or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of action by any of them in furtherance of any such action. The foregoing notwithstanding, if any such proceeding is dismissed within ninety (90) days, such proceedings shall not create a default under this Agreement.
- d) Any event of default by either Party within the meaning of any other agreement entered by the Parties with respect to (including, without limitation, the Lease(s)), or entered by the Parties applying to, the production, sales, or use of LFG or operation of their respective facilities at the Landfill, and such event of default has not been cured within any allowable cure period (if any) in such other agreement.
- e) Any material breach of any representation made in this Agreement by a Party and such event of default has not been cured within any allowable cure period as referenced in this Agreement.
- f) Beginning ninety (90) days after the Commercial Operation Date, the Plant shall process the Minimum LFG Volume Rate (specified in Section 3.03) in every Month, excluding Force Majeure events. Purchaser shall have the right to cure any default under this Section by the payment to Seller of an amount equal to what Seller would have expected as a payment under Article 8 had the Plant processed the Minimum LFG Volume Rate for the period in question. Such reconciliation and payment shall be made within thirty (30) days following the end of the calendar year in which such failure occurred.
- g) Beginning ninety (90) days after the Commercial Operation Date, the Plant shall maintain a minimum operational uptime of 85%, excluding Force Majeure events. Purchaser shall have the right to cure any default under this Section by the payment to Seller of an amount equal to what Seller would have expected as a payment under Article 8 had the Plant processed LFG for the period in question had the Plant run for 85% of the time. Such reconciliation and payment shall be made within thirty (30) days following the end of the calendar year in which such failure occurred.
- h) Failure to achieve Commencement and Commercial Operation as set for in Sections 7.01 and 7.02, respectively.

Section 7.06

In addition to any other right or remedy of the Parties, Purchaser and Seller shall each have the right, by notice to the other Party and subject to the applicable cure periods set forth herein, to immediately terminate this Agreement if the other Party commits an Event of Default.

Section 7.07

No remedy provided herein is exclusive of any other available remedy or remedies in this Agreement, the Lease(s), at law, or in equity.

Section 7.08

To the extent permitted by law, no delay or omission to exercise any right or remedy of a Party hereto shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be expedient. Any actual waiver shall be in writing and signed by the Party against whom it is to operate. For either Party to exercise any remedy hereunder, it shall not be necessary to give any notice other than as may be required in this Agreement. If any covenant contained in this Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

Section 7.09

Purchaser shall have 180 days after termination, expiration or cancellation of this Agreement to remove Purchaser's Facilities from the Landfills, and to restore the affected portions of the Landfill to grade level at Purchaser's sole expense. Upon the expiration or termination of this Agreement, Purchaser shall retain such rights of way and easements on, over, upon, across, in, through and under the Premises to the extent any such rights of way are necessary for Purchaser to comply with any post-termination obligations hereunder and only for so long as each such right of way shall be necessary for Purchaser to comply with any post-termination obligations hereunder or pursuant to this Agreement. If such termination was due to a material breach of Seller, Seller shall perform the subject removal and restoration or be obligated to reimburse Purchaser for the cost of such removal and restoration, at the Seller's discretion. Purchaser shall, at its sole cost, repair any damage to the Landfills caused by such removal. In the event that Purchaser's Facilities have not been fully removed by Purchaser within the aforesaid time period, Seller may at its option:

- a) take possession of Purchaser's Facilities and all associated equipment located on the Landfills and/or
- b) remove and sell some or all of Purchaser's Facilities and associated equipment to pay for the reasonable costs of removal.

In the event Seller takes possession of Purchaser's Facilities and all associated equipment located on the Landfills, title to Purchaser's Facilities and such associated equipment shall immediately pass to Seller.

Article 8. Royalties

Section 8.01

During each calendar month following the Commercial Operation Date (each a "Gas Month") and thereafter throughout the Term of this Agreement, Purchaser shall pay Seller an amount equal to the Royalty Rate times the Gross Revenues for the immediately preceding Gas Month.

Section 8.02

During each calendar month following the Commercial Operation Date (each a "Gas Month") and thereafter throughout the Term of this Agreement, Purchaser shall pay Seller an amount equal to the Environmental Credit Royalty Rate times any and all Environmental Credit sales for the immediately preceding Gas Month.

Section 8.03

Notwithstanding anything to the contrary in Sections 8.01 and 8.02, within thirty (30) days following the end of each calendar year, the Parties shall calculate the monthly LFG extraction rate, for each month of the preceding calendar year. If Purchaser extracted less than the Minimum LFG Extraction Rate, Purchaser shall pay the difference to Seller within thirty (30) days after the Parties have calculated the actual LFG rate using the average price for the calendar year period in question.

Article 9. Billing and Payment; Audit Rights

Section 9.01

Purchaser shall furnish Seller with a monthly statement on or before the 15th day of each month for the preceding month. The Monthly Volume statement shall indicate the total LFG volume processed, the LFG methane concentration, the electricity generated (in kWh), and revenues received for these volumes/quantities.

Section 9.02

Purchaser and Seller shall use their diligent efforts, in good faith, to resolve any dispute. If it is determined that Purchaser overpaid any amounts to Seller, such overpayments may only be offset against future payments due to Seller from Purchaser hereunder at the time such payments are due; provided, however, overpayments occurring in the last twenty-four (24) months of this Agreement will be paid on demand if sufficient future payments are insufficient to provide for reimbursement by offset.

Article 10. Force Majeure

Section 10.01

Neither Party shall be liable for any nonperformance or delay in performance of the terms of this Agreement when such failure is due to "Force Majeure" as hereinafter defined. "Force Majeure" as employed in this Agreement shall include, without limitation: acts of God; civil disturbances, arrests or restraint from rulers or people; interruptions by government or court orders, present and

future valid orders of any regulatory body having proper jurisdiction; acts of the public enemy, wars, riots, blockades or insurrections; epidemics, lightning, earthquakes, fire, storm, floods or explosions; the unavailability of LFG that was not anticipated as of the date this Agreement was entered into, which is not within the reasonable control nor the result of negligence by Seller, and which by the exercise of reasonable due diligence Seller is unable to overcome or avoid or cause to be avoided; provided, however, that an economic downturn or hardship suffered by a Party will not be deemed hereunder to be Force Majeure. Upon the occurrence of an event constituting Force Majeure, the same shall, so far as possible, be remedied with all reasonable dispatch.

Section 10.02

If a condition of Force Majeure is claimed by a Party hereto, the Party making such claim shall orally notify the other Party as soon as reasonably possible after the occurrence of such condition, together with its best estimate of the expected length of the Force Majeure; such oral notice shall be followed by written notice by the Party claiming such condition of Force Majeure to the other Party hereto within a reasonable time period after the occurrence, as such notices are to be given in accordance with Article 11.

Article 11. Notices

Section 11.01

All notices, statements, payments, and other communications required or permitted hereunder shall be given by letter or other form of written communication and shall be deemed submitted two (2) days after their deposit in the United States mail, postage prepaid to the addressee provided below:

To Purchaser:

Name: Bryan Black, Chief Executive Officer
Company: Nodal Power Systems, Inc.
Address: 250 E. 200 S., Suite 310, Salt Lake City, UT 84111
Telephone: 801.310.8151
Email: bryan@nodalpower.com

To Seller:

Name: Todd D. Shibata or Env Eng Principal Engineer
Address: 14310 Frederick Street, Moreno Valley, CA 92553
Telephone: 951.486.3200
Email: WasteEnv-Engineers@rivco.org

Notices of change of address of either of the Parties shall be given in writing to the other in the manner aforesaid and shall be observed in the giving of all future notices, statements or other communications required or permitted to be given hereunder.

Should any of the above addresses or telephone numbers change, each Party shall notify the other Party as soon as reasonably possible giving as much advance notice as practicable.

Article 12. Limitation of Liability

Section 12.01

In no event shall either party be liable for consequential, incidental, indirect, exemplary, or punitive damages of any kind including, without limitation, loss of use, loss of profits, or operation or production costs, whether or not such damages arise in contract, tort (including the negligence, gross negligence or willful misconduct of a Party or the Parties), strict liability or otherwise. Purchaser hereby irrevocably waives, for itself and any entity or person claiming by or through Purchaser inclusive of any Purchaser indemnitee, any claim for loss, damage or compensation based on any allegation of damage to any equipment, component or system of Purchaser or any affiliate of Purchaser caused by use of LFG within such equipment, component or system unless such loss or damage is caused by Seller's negligent acts or omissions or willful misconduct.

Article 13. Successors and Assigns

Section 13.01

Upon notice to the other Party, this Agreement may be assigned by either Party to any Affiliate of such Party; provided, however, that any such assignment shall not relieve the assigning Party of any of its obligations hereunder.

Section 13.02

This Agreement shall not otherwise be assignable or transferable (by operation of law or otherwise) by either Purchaser or Seller without the prior written consent of the other, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such consent shall be void. All covenants and provisions of this Agreement by and for the benefit of the Parties shall bind and inure to the benefit of their respective successors and assigns as permitted by the provisions of this Section 13.02.

Article 14. Insurance

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

Section 14.01 Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

Section 14.02 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

Section 14.03 Vehicle Liability

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

Section 14.04 General Insurance Provisions - All lines

- a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b) The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original Copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies

including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

- d) It is understood and agreed to by the Parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- h) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Article 15. Indemnification

Section 15.01

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Contractor shall defend the Indemnitees at its sole expense including all costs and fees (including, but not

limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

Section 15.02

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor indemnification to Indemnitees as set forth herein.

Section 15.03

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

Section 15.04

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

Article 16. Confidentiality

Section 16.01

Each Party ("Receiving Party") shall keep and cause its employees to keep confidential, for the term of this Agreement, confidential data and information concerning the business plans or activities of the other Party, its Affiliates, or third parties (collectively, "Disclosing Party") which are made available to Receiving Party by Disclosing Party or which result from either Party's performance in connection with this Agreement. Receiving Party agrees not to use said information and data except for the purposes of performing under this Agreement, or as otherwise required by law, which includes public disclosure pursuant to the California Public Records Act (Government Code § 7920.000 et seq.). The Purchaser shall identify any confidential information disclosed to the Seller and inform the Purchaser in writing of the legal basis of the confidential information disclosed. However, the above obligations of confidentiality and non-use do not apply to information which:

- (a) Receiving Party can demonstrate was known to it prior to disclosure by Disclosing Party;
- (b) is, or later becomes, public knowledge without breach of this Agreement by Receiving Party;
or
- (c) Receiving Party receives from a third party who did not receive the same directly or indirectly from Disclosing Party under obligations of confidentiality; is developed by Receiving Party independently from information received from Disclosing Party, as

evidenced by appropriate documentation.

Notwithstanding the foregoing, Disclosing Party may disclose said information and data if ordered to do so by a court or a government agency with jurisdiction over the matter, provided that Disclosing Party shall furnish Receiving Party, if practical, notice of receipt of a request for disclosure of said information and data in such proceeding. This Article 16 shall survive the expiration or early termination of this Agreement for a period of two (2) years thereafter.

Article 17. General

Section 17.01

By its execution of this Agreement, Purchaser certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states, in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the scope of work under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wages Laws, and if the total compensation is \$1,000 or more, Purchaser agrees to fully comply with such Prevailing Wage Laws. Purchaser shall ensure copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services are available to interested parties upon request, and shall ensure copies are posted at the project site and are on file at Purchaser's principle place of business. Purchaser will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Purchaser shall defend, indemnify, and hold the County, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. The Purchaser, its agents, and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State, and local laws related to labor, inclusive of California Prevailing Wage Laws. See Appendix B, attached hereto and incorporated herein as referenced, for additional information regarding Prevailing Wage Laws including those applicable to Purchaser under this Agreement.

Section 17.02

This Agreement, and the Lease(s), including any appendices, exhibits, schedules, or attachments hereto (a) constitute the entire agreement between the Parties with respect to the subject matter hereof; (b) supersede all prior agreements, arrangements and understandings with respect thereto; and (c) are not intended to confer upon any person other than Purchaser and Seller any rights or remedies hereunder.

Section 17.03

Purchaser is an independent contractor for the performance of all work under this Agreement.

Section 17.04

This Agreement may be modified only in writing by persons duly authorized by the respective officers of Purchaser and Seller. No provision(s) of a purchase order or order acknowledgment given in connection herewith shall have any effect whether it conflicts with this Agreement or not.

Section 17.05

No waiver by either Party hereto of one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

Section 17.06

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the federal or state court located in Riverside County, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 17.07

Reserved.

Section 17.08

The recitals set forth at the beginning of this Agreement are agreed to, accepted, and incorporated herein by this reference.

Section 17.09

Time is of the essence with respect to all dates and time periods set forth in this Agreement.

Section 17.10

It is acknowledged that each Party was, or had the opportunity to be, represented by legal counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract or agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both Parties.

Section 17.11

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have made and executed this Landfill Gas Purchase Agreement on the day and year first above written.


COUNTY

RIVERSIDE COUNTY DEPARTMENT OF
WASTE RESOURCES
14310 Frederick Street
Moreno Valley, CA 92553

By: 
Andy Cortez
General Manager – Chief Engineer


Date: 3/26/25

COUNTY OF RIVERSIDE


By: 
V. Manuel Perez
Chairman, Board of Supervisors

Date: APR 01 2025

ATTEST:

By: 
Kimberly A. Rector, Clerk of the Board **DEPUTY**
Date: APR 01 2025


APPROVED AS TO FORM:
COUNTY COUNSEL
MINH C. TRAN

By: 
Lisa Sanchez
Deputy County Counsel

Date: 3/19/2025

CONTRACTOR

NODAL POWER SYSTEMS, INC.
250 E. 200 S.
Suite 310
Salt Lake City, UT 84111

By: 
Name: Bryan Black
Title: CEO

Date: 3/24/25

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE TO LANDFILL GAS PURCHASE AGREEMENT

APR 01 2025 15.1

Appendix A – Delivery Points

The attached site location maps show the Battery Limits for the sites. The surveyed corners of the battery limits and the landfill gas delivery point are also indicated on the maps.


- The Coachella Battery Limits (Appendix A.1) comprises approximately of 0.14 acres of land, roughly kite-like in shape, and located on the northwest area of the landfill.
- The Edom Hill Battery Limits (Appendix A.2) comprises approximately of 0.05 acres of land, roughly rectangular in shape, and located on the north end of the landfill.
- The Highgrove Battery Limits (Appendix A.3) comprises approximately of 0.08 acres of land, roughly rectangular in shape, and located on the southwest area of the landfill.

POINT I.D.	COORDINATE	
	EASTING	NORTHING
DELIVERY PT.	6593294.277	2208746.72
CORNER-01	6593292.887	2208732.937
CORNER-02	6593414.76	2208728.47
CORNER-03	6593293.133	2208809.021
CORNER-04	6593334.783	2208808.314





LEGEND

Prop. Location of LFG Delivery Point 

Surveyed Reference Points 

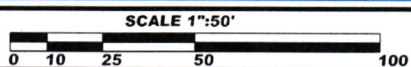
Prop. LFG Beneficial Use Project Battery Limits 

Existing LFG Collection System Header 

Approximate Location of Fenceline 

NOTE:

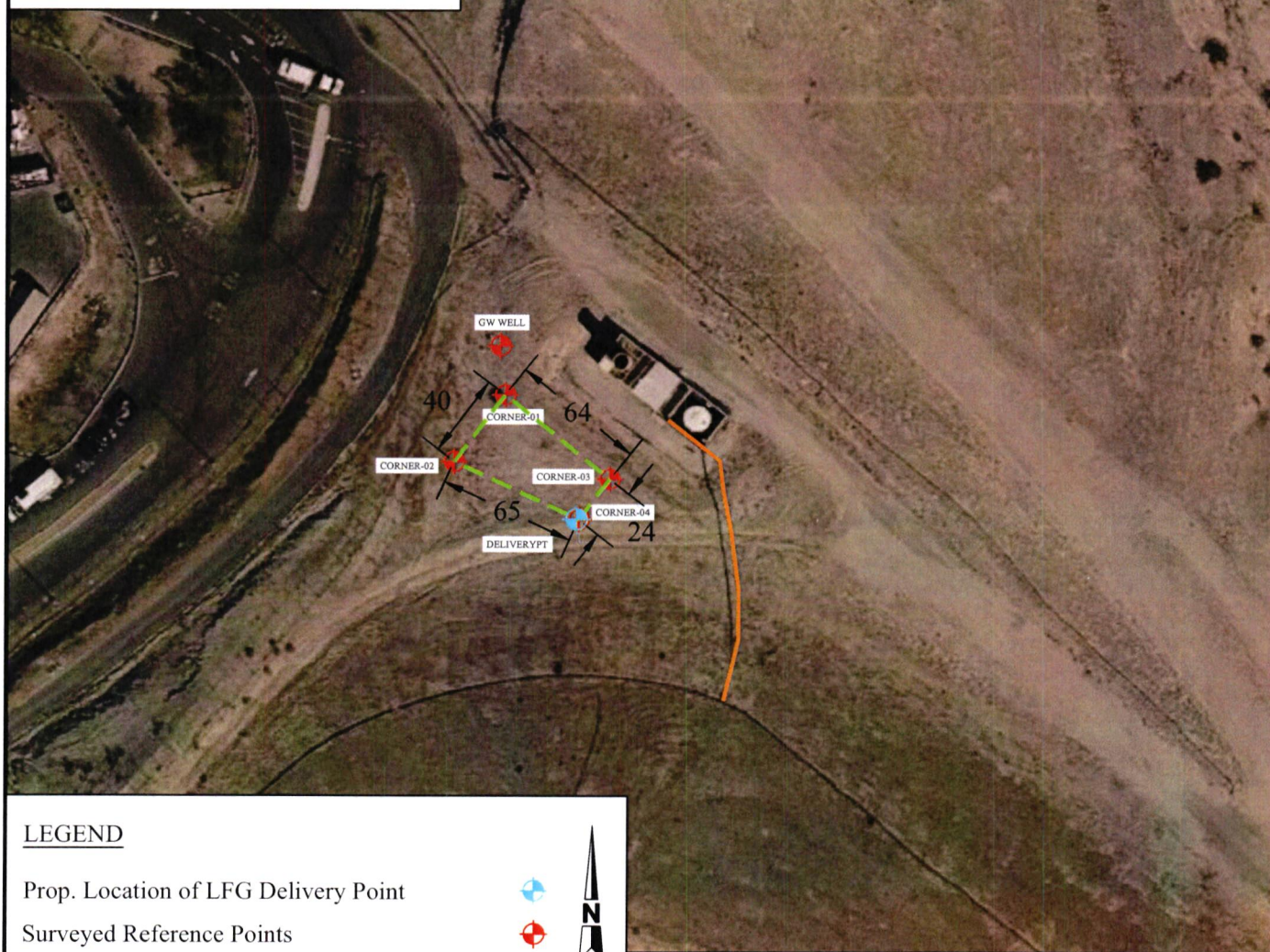
Dimensions are approximate and are for informational purposes.



Coachella Sanitary Landfill
Landfill Gas Beneficial Use
Battery Limits
Attachment A.1

Folder: P:/sites/coachella/air/ref Latest Edit: July 2024 Drawn By: EAA
File: CO LFG Benef. Use Location.dwg

POINT I.D.	COORDINATE	
	EASTING	NORTHING
DELIVERY PT.	6504508.224	2265777.402
CORNER-01	6504474.84	2265836.19
CORNER-02	6504450.692	2265804.518
CORNER-03	6504524.272	2265796.271
CORNER-04	6504509.64	2265777.304



LEGEND

Prop. Location of LFG Delivery Point

Surveyed Reference Points

Prop. LFG Beneficial Use Project Battery Limits

Existing LFG Collection System Header

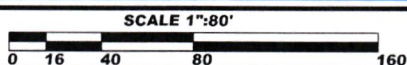


NOTE:

Dimensions are approximate and are for informational purposes.
Access to well must be preserved.



Edom Hill Sanitary Landfill Landfill Gas Beneficial Use Battery Limits Attachment A.2



Folder:

P:/sites/edom/air/ref

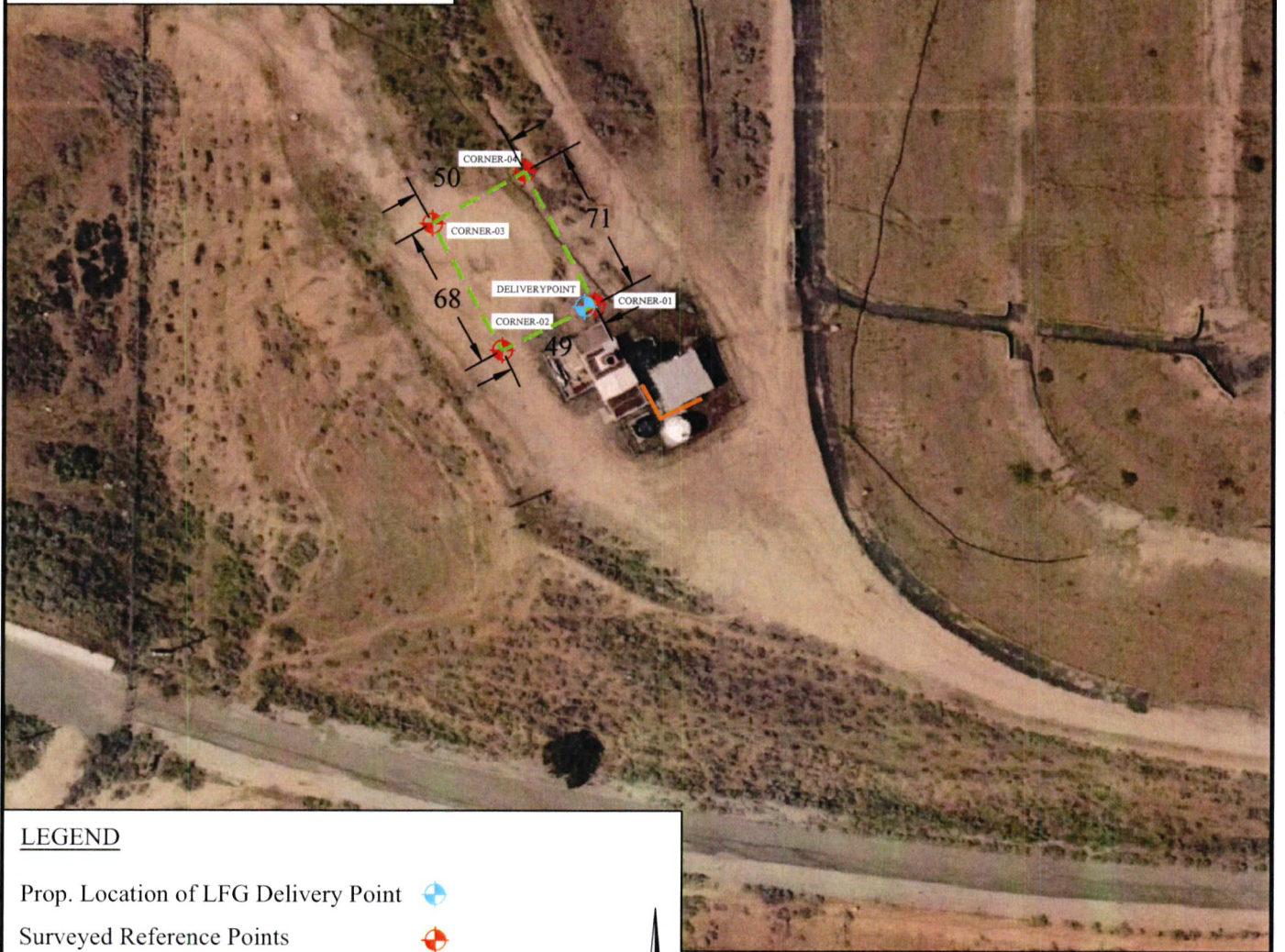
Latest Edit: Jul. 2024

Drawn By: RW

File:

EH LFG Benef. Use Location.dwg

POINT I.D.	COORDINATE	
	EASTING	NORTHING
DELIVERY PT.	6247716.405	2311135.541
CORNER-01	6247721.229	2311136.367
CORNER-02	6247677.454	2311114.731
CORNER-03	6247644.195	2311174.553
CORNER-04	6247687.818	2311199.155




LEGEND

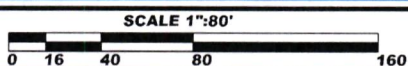
Prop. Location of LFG Delivery Point 

Surveyed Reference Points 

Prop. LFG Beneficial Use Project Battery Limits 

Existing LFG Collection System Header 

NOTE:
Dimensions are approximate and are for informational purposes.



Highgrove Sanitary Landfill Landfill Gas Beneficial Use Battery Limits Attachment A.3

Folder:	P:/sites/highgrove/air/ref	Latest Edit:	July 2024	Drawn By:	RW
File:	HG LFG Benef. Use Location.dwg				

Appendix B

All or a portion of the scope of services contemplated under this Agreement require the payment of prevailing wages and compliance with the following requirements. In the event there is a conflict between this Appendix and current applicable law, current applicable law shall prevail and the below shall be automatically amended to read accordingly.

1. California Prevailing Wage Laws (Labor Code § 1770 et seq.)

Pursuant to Section 1773.2 of the Labor Code, the current prevailing rate of per diem wages at the time of the bid for any public work contract ("Contract") as determined by the Director of the State of California Department of Industrial Relations (DIR) shall be on file at the principal office of Purchaser, and shall be made available to any interested party upon request and for inspection during regular business hours. The Purchaser shall also post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq. Pursuant to Sections 1771 and 1774 of the Labor Code, the Purchaser and any subcontractors shall pay not less than the specified prevailing rates of wages to workers employed on the Contract. If the Contract is Federally-funded, the Purchaser and any subcontractor shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Pursuant to Section 1775 of the Labor Code, the Purchaser and any subcontractor, shall, as a penalty to the Agency, forfeit the prescribed amounts per Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates.

1.1. Determination of Prevailing Wage Rates.

The County has determined that the Purchaser and subcontractors of any tier must pay not less than the prevailing wage rates to all workers employed in execution of the Contract. The Director of the DIR pursuant to the California Labor Code, and the United States Secretary of Labor ("Secretary"), pursuant to the Davis-Bacon Act, have determined the general prevailing rates of wages in the locality in which the work is to be performed. The County has obtained from DIR and from the Secretary determinations of the generally prevailing rates of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the work is to be performed. Copies of said rates are on file with the principal office of the County and will be made available for inspection during regular business hours and are also available on the Internet at the California Department of Industrial Relations website:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> (California prevailing wage rates).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The wage rate for any classification not listed, but which may be required to execute the work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay, apprenticeship or other training programs authorized by California Labor Code § 3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, must be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. In accordance with Section 1773.2 of the California Labor Code, the

Appendix B

Purchaser must post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the job site where they can easily be seen by workers.

Purchaser is required to utilize apprentices as required by the California Labor Code and applicable regulations. Only apprentices, as defined in California Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code § 3070 et seq. are eligible to be employed for the work.

The Purchaser shall comply with all applicable requirements of the California Labor Code, including but not limited to Chapter 2, Subchapter 1, Article 10, Required Apprentices on Public Works Contracts. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by Purchaser and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1. Their stipulation as to all matters which they are required to stipulate to by the provisions of said Chapter 1, constitutes Purchaser's certification that it is aware of the provisions of said Chapter 1 and will comply with them and further constitutes Purchaser's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

1.2. Payment of Prevailing Wage Rates.

1.2.1. Statutory Requirements.

The Project is subject to the provisions of Labor Code § 1720 et seq. and the requirements of Title 8 of the California Code of Regulations § 16000 et seq., which govern the payment of prevailing wage rates on Public Works projects, including the hauling and delivery of ready-mixed concrete. The Purchaser and subcontractors of any tier shall be governed by and required to comply with these statutes and regulations in connection with the Project. Pursuant to Labor Code § 1771, the Purchaser and all subcontractors of any tier must pay not less than the prevailing wage rates to all workers employed in execution of the Contract, regardless of any contractual relationship which may alleged to exist between Purchaser or any subcontractor, and such worker. Purchaser and subcontractors must comply with all applicable statutes and regulations, including, but not limited to, Labor Code §§ 1771, 1775, 1777.5, 1813, and 1815.

1.2.2. Weekly Payments to Employees.

Purchaser and all subcontractors of any tier must pay each worker on the Project, unconditionally and not less often than once each week, the full amounts that are due and payable for the period covered by the particular payday in accordance with the prevailing wage scale determination, regardless of any contractual relationship which may be alleged to exist between the Purchaser, subcontractor, and such laborers. Thus, an employer must establish a fixed workweek and an established payday. On each payday, each worker must receive all sums due at the end of the preceding workweek and must be provided with an itemized wage statement.

Appendix B

1.2.3. Classifications.

The Purchaser shall require that any class of laborers or mechanics, including apprentices and trainees, which are not listed in the General Wage Determinations and which are to be employed under the Contract, shall be classified conformably to such wage determinations. In the event the County does not concur in the Purchaser's proposed classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question, accompanied by any recommendation of the County, shall be referred to the State Director of Industrial Relations for determination.

1.2.4. Fringe Benefit Cash Equivalent.

The Purchaser shall require, whenever the minimum wage rate prescribed for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage and the Purchaser or subcontractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof must be established. In the event the interested parties cannot agree upon cash equivalent of the fringe benefit, the questions shall be referred to the State of California Director of Industrial Relations for determination.

1.3. Penalty for Prevailing Wage Rate Underpayment.

Pursuant to Labor Code § 1775, the Purchaser must, as a penalty, forfeit not more than Two Hundred Dollars (\$200.00) to the State or the County for each Calendar Day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the work by the Purchaser or by any subcontractor, of any tier, in connection with the work. The difference between prevailing wage rates and the amount paid to each worker each Calendar Day, or portion thereof, for which each worker paid less than the prevailing wage rate, must be paid to each worker by the Purchaser.

1.4. Withholding.

The Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor or DIR, withhold or cause to be withheld from any subcontractor under the Contract so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Purchaser or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the County may, after written notice to the Purchaser, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

1.5. Responsibility for Subcontractors' Payment of Prevailing Wages.

Pursuant to Labor Code § 1774, the Purchaser is responsible for ensuring that all subcontractors of any tier comply with requirements for payment of prevailing wages. Purchaser is responsible for Labor Code violations by subcontractors of any tier. The agreement executed between the Purchaser and each subcontractor must contain a copy of the provisions of Labor Code §§ 1771, 1775, 1777.5, 1813, and 1815, at a minimum. Purchaser must monitor each subcontractor's

Appendix B

payment of prevailing wage rates. Upon becoming aware of the failure of any subcontractor of any tier to pay its workers the specified prevailing wage, the Purchaser must diligently take action to halt and rectify the failure, including, without limitation, retaining sufficient funds due to the subcontractor to cover the underpayment. Before making final payment to any subcontractor, the Purchaser must obtain an affidavit from the subcontractor, signed under penalty of perjury, which states that the subcontractor has paid the specified, determined prevailing wage rate to its employees for the Project, as well as any amounts due pursuant to Labor Code § 1813. Purchaser must provide copies of such affidavits to the County and provide Purchaser's affidavit that it has paid the specified, determined prevailing wage rate to its employees for the Project, as well as any amounts due under Labor Code § 1813.

1.6. Statement of Employer Payments.

Within five (5) Calendar Days of the County's request, the Statement of Employer Payments (DSLE Form PW 26) must be completed and submitted to the County by each Purchaser and subcontractor who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund or trust name, address, administrator, and amount per hour contributed and frequency of contributions. Training fund contributions must also be reported on this form. In February and August of each year during the Project, the Purchaser and subcontractors of any tier must verify changes in wage rates for any trade classifications used on the Project.

1.7. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, the Purchaser shall keep, make available for inspection, and submit to the County and the Division of Labor Standards of Enforcement of the DIR, upon request, Certified Payroll Records.

1.7.1. Certified Payroll Records and Basic Payroll Records.

The Purchaser and subcontractors of any tier must maintain Certified Payroll Records and "Basic Payroll Records," defined as time cards, front and back copies of canceled checks, cash receipts, trust fund forms, daily logs, employee sign-in sheets, accounting ledgers, tax forms and/or any other record maintained for the purposes of reporting payroll, during the course of the work and must preserve them for a period of three (3) years after completion of the Project for all trades workers executing the work of the Contract. Certified Payroll Records must be submitted at the times designated in Section 1-1.7.2. below or upon request as described in Section 1-1.7.3. below. The County reserves the right to require Purchaser to routinely submit Basic Payroll Records which may be requested by the County at any time and must be provided within ten (10) Calendar Days following the receipt of the request.

1.7.2. Submittal of Certified Payroll Records.

Pursuant to Labor Code § 1776, the Purchaser and each subcontractor of any tier must maintain an accurate, weekly payroll record showing the employee full name, address, social security number, work classification, amount paid per hour, straight time, overtime and holiday hours worked each day and weekly totals, the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed for the work, and the gross/net wages paid for this Project/all projects, as well as the Purchaser name and address, Project name and location, and dates of payroll. If payments are made to any

Appendix B

third-party trust, funds or plans for health and welfare, pension or vacation trusts, those payments must be stated on the Certified Payroll Record. The basic wage rate paid per hour plus the employer contributions for benefits, including training fund contributions, must at least equal the prevailing wage rate for that classification.

The Certified Payroll Records must be verified by a written declaration made by a person with authority to represent the reporting entity, under penalty of perjury, that the information contained in the payroll record is true and correct and that the reporting entity has complied with the requirements of California Labor Code §§ 1771, 1811, and 1815 for any work performed by his, her or its employees on the Project.

In addition, the County reserves the right to require the Purchaser to provide periodic Certified Payroll Records of local hiring and non-local hiring to ascertain local participation and Purchaser shall allow the County and County's staff to conduct onsite visits upon request to ascertain local hiring participation.

Purchaser agrees that submission of Certified Payroll Records as well as all related or subsequent requests for supporting document made by the County shall be a condition precedent to Purchaser's continuing receipt of a progress, final, or other payment under the Agreement. If the Purchaser or any subcontractor is determined to have failed to pay workers in compliance with the applicable prevailing wage sections of the Labor Code, the County shall withhold progress, final, or other payments under the Agreement until sufficient funds have been withheld for payment of wages to workers and all applicable penalties.

1.7.3. Making Certified Payroll Records Available Upon Request.

Pursuant to Labor Code section 1776, in addition to its obligation to deliver Certified Payroll Records to the County as set forth above, the Purchaser must also make payroll records available for inspection at all reasonable hours at the principal office of the Purchaser, and/or such other location as determined by the DIR, on the following basis: (i) a certified copy of an employee's payroll record must be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records must be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records must be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public must be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, the requesting party must, prior to being provided the records, reimburse the cost of preparation by the Purchaser, subcontractors and the entity through which the request was made; and the public may not be given access to such records at the principal office of the Purchaser; (iv) the Purchaser must file a certified copy of the payroll records with the entity that requested such records within ten (10) Calendar Days after receipt of a written request; and (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the County, the Division of Apprenticeship Standards or the Division of Labor Standards

Appendix B

Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Purchaser or any subcontractor, of any tier, performing a part of the work must not be marked or obliterated. The Purchaser must inform the County of the location of payroll records, including the street address, city and county and must, within five (5) Working Days, provide a notice of a change or location and address.

1.7.4. Forfeiture for Failure to Comply with Written Record Request Laws.

Pursuant to California Labor Code section 1776, the Purchaser or subcontractor shall have ten (10) Calendar Days in which to comply, subsequent to receipt of written request regarding Certified Payroll Records or Basic Payroll Records. In the event Purchaser or a subcontractor fails to strictly comply after such ten (10) day period, the Purchaser or subcontractor shall, as a penalty to the State or the County, forfeit One Hundred Dollars (\$100.00) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any portion of the Contract Price or payment under the Agreement then or thereafter due the Purchaser. A contractor is not subject to a penalty assessment pursuant to this paragraph due to the failure of a subcontractor to comply with this Section.

1.8. Hours of Labor.

Pursuant to Section 1810 of the California Labor Code, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Section 1813 of the California Labor Code, the Purchaser and any subcontractor, shall, as a penalty to the County or State of California DIR, forfeit the prescribed amount per Calendar Day for each worker required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) Calendar Week without being compensated in accordance with Section 1815 of the Labor Code.

1.8.1. Limits on Hours of Labor.

Pursuant to Labor Code § 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code § 1811, the time of service of any worker employed at any time by the Purchaser or by a subcontractor, of any tier, upon the work or upon any part of the work, is limited and restricted to eight (8) hours during any one Calendar Day and forty (40) hours during any one Calendar Week, except as hereafter provided. Notwithstanding the foregoing provisions, work performed by employees of Purchaser or any subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

1.8.2. Penalty for Excess Hours.

Pursuant to Labor Code §§ 1813 and 1815, the Purchaser shall pay to the State of California DIR or the County a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of the Contract by the Purchaser or any subcontractor, of any tier, for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any Calendar Day and forty (40) hours in any one (1) Calendar Week, in violation of the provisions of the California Labor Code, unless compensation to

Appendix B

the worker so employed by the Purchaser is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

1.8.3. Purchaser Responsibility for Cost of Excess Hours.

Any work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays must be performed without adjustment to the Contract Price or any other additional expense to the County.

1.9. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, the Purchaser shall comply with all requirements for Apprenticeable occupations.

1.9.1. State of California Public Works Apprenticeship Requirements.

The Purchaser is responsible for compliance with California Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Purchaser, its contractor/subcontractor, vendor or consultant. Included in these requirements is (1) the Purchaser’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

1.9.2. Apprenticeship Committee Contract Award Information.

Pursuant to Labor Code § 1777.5 and Title 8 California Code of Regulations § 230, Purchaser and subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor must, within ten (10) Calendar Days of signing the Contract or subcontract, as applicable, but in any event prior to the first day in which the Purchaser has workers employed on the Project, must submit Contract award information. This information may be submitted on a Public Works Contract Award Information form (DAS form 140). The Contract award information must be provided to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and can supply apprentices to the Project.

1.9.3. Employment of Apprentices.

Labor Code § 1777.5 and Title 8 California Code of Regulations § 200 et seq. provide detailed requirements for employing apprentices on public works. The responsibility of complying with Section 1777.5 of the Labor Code and the regulations lies exclusively with the Purchaser. When Purchaser or subcontractor employs workers in any Apprenticeable Craft or Trade, the Purchaser and subcontractor must employ apprentices in at least the ratio set forth in Labor Code Section 1777.5.

Every apprentice employed to perform any of the work must be paid the prevailing rate of per diem wages for apprentices in the trade to which such apprentice is registered, and

Appendix B

such individual must be employed only for the work of the craft or trade to which such individual is registered.

Only apprentices, as defined in Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code § 3070 et seq. are eligible to be employed for the work. The employment and training of each apprentice shall be in accordance with either of the following:

- a. The apprenticeship standards and apprentice agreements under which such apprentice is training; or
- b. The rules and regulations of the California Apprenticeship Council, including Regulations Section 230.1(c), which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

1.9.4. Apprenticeship Certificate and Request for Dispatch of Apprentices.

- a. When the Purchaser or any subcontractor of any tier in performing any of the work employs workers in any Apprenticeable Craft or Trade, as defined in Section 1-1.9.4. below, the Purchaser and such subcontractor may apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the work for a certificate approving the Purchaser or such subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Purchaser or subcontractor, shall arrange for the dispatch of apprentices to the Purchaser or such subcontractor in order to comply with California Labor Code § 1777.5. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Purchasers or subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.
- b. Purchaser or subcontractors who are not already approved to train apprentices must request dispatch of required apprentices from one of the applicable Apprentices Committees whose geographic area of operation includes the site of the Project by giving the committee actual notice of at least forty-eight (48) hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. Purchaser, contractors and subcontractors may use DAS Form 142 to make the request for apprentices. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to

Appendix B

dispatch apprentices to such contractor. Conversely, if in response to a written request, an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or the California Apprenticeship Counsel Regulations (Title 8, Section 230 et seq.) within seventy-two (72) hours of such request (excluding Saturdays, Sundays and holidays) the Purchaser or contractor shall not be considered in violation of Regulations Section 230.1 as a result of failure to employ apprentices for the remainder of the Project, provided the Purchaser or contractor has made the request in enough time to meet the required ratio. If an Apprenticeship Committee dispatches fewer apprentices than the Purchaser, contractor, or subcontractor requested, the Purchaser, contractor, or subcontractor shall be considered in compliance if it employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a Purchaser, contractor, or subcontractor who is not a participant in an apprenticeship program has requested dispatch from at least two (2) committees.

1.9.5. Ratio of Apprentices to Journeymen.

- a. The ratio of work performed by apprentices to journeymen, who shall be employed in the work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, except as otherwise provided in California Labor Code § 1777.5. The ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the site of the work and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week shall not be used to calculate the ratio. The Purchaser or its contractor/subcontractor must employ apprentices for the number of hours computed as above before the end of the Contract or subcontract, as applicable. The Purchaser or its contractor/subcontractor must, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.
- b. The Purchaser or any contractor/subcontractor covered by this paragraph and California Labor Code § 1777.5, that has agreed to be covered by an Apprenticeship Program's standards, upon the issuance of the approval certificate, or that has been previously approved in such craft or trade, must employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards, but in no event less than the 1-to-5 hourly ratio. Upon proper showing by the Purchaser or its contractor/subcontractor that it employs apprentices in such craft or trade in the

Appendix B

State of California on all of its contracts on an annual average of not less than one (1) apprentice to each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Purchaser or its contractor/subcontractor from the 1-to-5 hourly ratio as set forth in this Paragraph and California Labor Code § 1777.5.

1.9.6. Exemption.

The requirement to employ apprentices shall not apply to contracts of General Contractors, or to contracts of Specialty Contractors not bidding for work through a General or Prime Contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) Working Days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

1.9.7. Contributions to Trust Funds.

The Purchaser or any contractor/subcontractor of any tier who performs any of the work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade shall contribute to the California Apprenticeship Council in the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. Purchaser or any contractor/subcontractor, of any tier, may take as a credit for payments to the Council any amounts paid by the Purchaser or contractor/subcontractor to an approved apprenticeship program that can supply apprentices to the Project. Purchaser or its contractor/subcontractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council. Training Fund contributions are due and payable on the 15th day of the month for work performed during the preceding month. Training contributions to the California Apprenticeship Council shall be paid by check and shall be accompanied by a Completed Training Fund Contribution Form (CAC-2). Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code § 227. Such contributions shall not result in an increase in the Contract Price.

1.9.8. Purchaser's Compliance.

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Purchaser. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code § 3081. In the event the Purchaser willfully fails to comply with the provisions of this Paragraph and California Labor Code § 1777.5, pursuant to California Labor Code § 1777.7, the Purchaser shall: (i) be denied the right to bid on any Public Works Contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, One Hundred Dollars (\$100.00) for each Calendar Day of noncompliance. Notwithstanding the provisions of California Labor Code § 1727, upon receipt of such determination, the County shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and

Appendix B

procedures prescribed by the California Apprenticeship Council. Any funds withheld by the County pursuant to this Paragraph shall be deposited in the fund that funded the Project unless otherwise specified by the County. The interpretation and enforcement of California Labor Code §§ 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

1.10. Ineligible Contractors.

Pursuant to the provisions of California Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>). Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by Purchaser, a contractor, or subcontractor on the Project shall be returned to the County. The Purchaser shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Contract.

1.11. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements.

1.11.1 Purchaser shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

- a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the DIR.
- d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - i. The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

Appendix B

1.11.2 As required by California Labor Code 1771.1(a), "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

1.12. Payment and Performance Bonds.

1.12.1 As required by DIR for any applicable public works performed under the Agreement, Purchaser shall ensure the following bonds are delivered to the County before commencing any construction work, each in the amount of one hundred percent (100%) of the Purchaser's construction contract price, and shall include Riverside County as a co-beneficiary under the bonds:

- a. Payment Bond. A good and sufficient labor and materials payment bond from a California admitted surety insurer with a current A.M. Best rating of A VIII (A:8) or better, in accordance with California Civil Code section 9550 and California Code of Civil Procedure section 995.120. The payment bond shall remain in effect until all claims of Purchaser's contractor and subcontractors, of any tier, have been fully and finally resolved.
- b. Performance Bond. for the faithful performance of the contract as required by law, including Public Contract Code section 20129. The performance bond shall remain in effect and assure faithful performance of all of Purchaser's and its contractors obligations under its construction contract, including, without limitation, all warranty obligations. All performance bonds, if any, obtained by Purchaser's subcontractors shall name County as a dual obligee with Purchaser.

1.12.2 The performance and payment bonds shall contain provisions to the effect that changes, change orders, construction change directives, modifications, and contract adjustments shall in no way release or exonerate Purchaser or its contractor and the Surety from their obligations and that notice thereof is waived by the Surety.

HIGHGROVE LANDFILL SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT (this "Sub-Lease") is made as of (date), by and between the RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES (DWR) ("Sub-Lessor"), and Nodal Power Systems, Inc., a Delaware Corporation ("Sub-Lessee"). The Lessor and Lessee shall also be referred to herein each as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the County of Riverside, a political subdivision of the State of California ("County" or "Master Lessor") is the owner of the real estate otherwise known as the Highgrove Landfill, which is located at 1420 High Grove Pass Road, Moreno Valley, CA 92557, described on EXHIBIT A attached hereto ("Landfill") in the County of Riverside, California.

WHEREAS, the Sub-Lessor leases, operates, and maintains the Coachella Landfill, which is located at 87-011A Landfill Rd., Coachella, CA 92236, the Edom Hill Landfill, which is located at 70100 Edom Hill Rd, Cathedral City, CA 92234, and the Landfill through a Landfill Lease Agreement (dated November 1, 2013) with the County;

WHEREAS, the Master Lessor expressly approves and consents to this sub-lease agreement.

WHEREAS, the Sub-Lessor has agreed to sub-lease to the Sub-Lessee, and the Sub-Lessee has agreed to sub-lease from the Sub-Lessor, portions of the Landfill (herein referred to as the "Battery Limits"), which are delineated in EXHIBIT B attached hereto, to be used to construct and operate facilities that are specifically utilized to extract Landfill Gas (LFG) and convert LFG to electricity, on the terms and conditions herein contained;

WHEREAS, the Sub-Lessor has entered into the LFG Purchase Agreement with the Sub-Lessee, which specifies the terms and conditions of the Sub-Lessee's construction, operation, and maintenance of Plant(s) (as hereinafter defined), which constitute the facilities that are specifically utilized to extract LFG and convert LFG to electricity;

WHEREAS, the Sub-Lessor and Sub-Lessee are parties to this Sub-Lease Agreement for arranging specific access to the Battery Limits.

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

- 1. Use of Battery Limits** The Sub-Lessor hereby allows the Sub-Lessee to use the Battery Limits described in this Sub-Lease for facilitating access to construct and operate facilities that are specifically utilized to extract LFG and convert LFG to electricity for the term upon the provisions hereinafter specified, the following described property (collectively, the "Battery Limits"). The Battery Limits consist of the real property described on EXHIBIT B of this Sub-

Lease, attached hereto and made a part hereof, together with all easements, rights and appurtenances thereunto belonging or pertaining.

2. Grant of Battery Limits for Facilities

2.1 Grant. The undersigned Sub-Lessor hereby grants and conveys to Sub-Lessee the right, for the duration of the term of this Sub-Lease, to create the Permitted Facilities identified below and to enter the Battery Limits at any time to construct, install, maintain and repair the items (collectively, the "Facilities") described in paragraph (a) below.

(a) Permitted Facilities.

- (1) the Plant or Plants;
- (2) a pipeline suitable to transport LFG from the DWR's Gas Collection and Controls System (GCCS) to the Plant;
- (3) equipment required for remote communication between the Plant and the DWR;
- (4) all other Sub-Lessee equipment and facilities inside the Battery Limits.

2.2 Exercise of Rights Construction, installation, maintenance, and repair of the Permitted Facilities may include grading and installation of fencing and gates. These activities may include vehicular use. Access to the DWR's existing flare compound and access to groundwater wells HG-04, HG-21, HG-26, and HG-34 at the Highgrove Landfill must be preserved for the Sub-Lessor's weekly and monthly job duties. The DWR's existing facilities, as specified above, are shown in Exhibit "B".

3. Term The Sub-Lessee is hereby subleasing the Battery Limits for the initial term commencing on the date the LFG Purchase agreement is executed ("Effective Date") for a period of ten (10) years.

3.1 Renewal. Provided the Sub-Lessee has complied with all terms and conditions of this Sub-Lease, the Sub-Lessee may extend this Sub-Lease by two (2) five (5) year periods upon notice from Sub-Lessee to the Sub-Lessor, which notice shall be provided no later than six (6) months prior to the termination of the existing or extended Term of the Sub-Lease. During each Extension Term, all terms and conditions of the Sub-Lease shall remain in full force and effect as existed prior to the commencement of such Extension Term.

4. Sub-Lease Payment Rental rate for the leased Battery Limits shall be \$1.00 per year. Within thirty (30) days of the Effective Date, Sub-Lessee shall pay in advance the sum of \$10.00 to Sub-Lessor as payment for the leased Battery Limits, which satisfies the term of this Sub-Lease.

If the Sub-Lease is renewed pursuant to Section 3.1, above, the rental rate shall be \$1.00 per year. Within thirty (30) days of the renewal, Lessee shall pay in advance the sum of \$5.00 to Sub-Lessor as payment for the leased Battery Limits, which would satisfy the renewal term.

5. Improvements

5.1 Costs and Expenses. All costs and expenses associated with the Permitted Facilities are to be borne by the Sub-Lessee, with the exception of expenses resulting from damage caused by the Sub-Lessor and/or their representatives or contractors. Anticipated costs associated with the Facilities shall, include but are not limited to, construction, delivery point of LFG, new fence and gate installation around the facilities, and costs to ensure the Sub-Lessor has site access to the landfill to perform Post Closure maintenance.

6. Insurance and Responsibility for Losses and Litigation Expenses

6.1 Lessee's Insurance. Without limiting or diminishing the Sub-Lessee's obligation to indemnify or hold the County harmless, Sub-Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Sub-Lease. With respect to the insurance section only, the term "County" refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Workers' Compensation: If Sub-Lessee has employees as defined by the State of California, they shall procure and maintain Workers' Compensation Insurance, in full compliance with the Workers' Compensation and Occupational Disease Laws of all authorities having jurisdiction over the Property. Such policy shall include Employers' Liability (Coverage B) and Occupational Disease coverage, with limits not less than One Million Dollars (\$1,000,000) per person, per occurrence. Policy shall provide a Waiver of Subrogation in favor of the County.

(b) Commercial General Liability: Procure and maintain comprehensive general liability insurance coverage that shall protect County from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from Sub-Lessee's use of the Battery Limits or the performance of its obligations hereunder, whether such use or performance be by Sub-Lessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Policy shall also include fire and extended coverage on the improvements, alterations and fixtures to be constructed and installed upon the Battery Limits in an amount not less than the full replacement value of such improvements, alterations and fixtures. Such insurance shall name County as an additional insured with respect to this Sub-Lease and the obligations of Sub-Lessee hereunder. Such insurance shall provide for limits of not less than Two Million Dollars (\$2,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Sub-Lease, then Sub-Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per

occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

(d) General Insurance Provisions - All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The insurance requirements contained in this Sub-Lease may be met with a program(s) of self-insurance. Sub-Lessee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Sub-Lease. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Sub-Lessee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Sub-Lease with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Sub-Lessee shall cause Sub-Lessee's insurance carrier(s) to furnish the County of Riverside with a properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Sub-Lessee insurance carrier(s) policies does not meet the minimum notice requirement found herein, Sub-Lessee shall cause Sub-Lessee's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

(4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Sub-Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance and copies of endorsements evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Sub-Lessee shall not commence operations until the County has been furnished Certificate(s) of Insurance and copies of endorsements. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(5) It is understood and agreed to by the parties hereto that the Sub-Lessee's insurance shall be construed as primary insurance, and the County's insurance and/or

deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(6) County reserves the right to require that Sub-Lessee adjust the monetary limits of insurance coverage as required in this Paragraph 20 herein every fifth (5th) year during the term of this Sub-Lease or any extension thereof, subject to ninety (90) days written notice to County of such adjustment, in the event that County reasonably determines that the then existing monetary limits of insurance coverage are no longer consistent with those monetary limits of insurance coverage generally prevailing in the Riverside County area for facilities comparable to the Battery Limits; provided, however, that any adjustment shall not increase the monetary limits of insurance coverage for the preceding five (5) years in excess of fifty percent (50%) thereof.

(7) Sub-Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Sub-Lease.

(8) Sub-Lessee agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement."

6.2 Public Access Claims. If a claim for any Loss for personal injury or property damage occurring within the Battery Limits after the Agreement Date (a "Public Access Claim") is asserted against either Sub-Lessor or Sub-Lessee, or both, it is anticipated that they will assert such defenses (including immunity under the Recreational Use of Land and Water Act) as are available to them under applicable law. The phrase "Public Access Claim" excludes all claims for Losses and Litigation Expenses arising from, relating to or associated with (1) personal injury or property damage occurring prior to the Agreement Date; (2) activities or uses engaged in by Lessors, their family members, contractors, agents, employees, tenants, and invitees, or anyone else entering the Property by, though, or under the express or implied invitation or any of the foregoing; or (3) structures, facilities, and improvements within the Battery Limits (other than improvements installed by Lessor).

6.3 Hold Harmless/Indemnification. Except as otherwise provided herein, Sub-Lessee represents that it has inspected the Battery Limits, accepts their condition, and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Sub-Lessee, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Battery Limits or the Landfill unknown to the County, its officers, agents or employees.

Sub-Lessee shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any

act or omission of Sub-Lessee, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (County's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Battery Limits, and Sub-Lessee, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Sub-Lessee, Sub-Lessee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Sub-Lessee's indemnification to Indemnitees as set forth herein. Sub-Lessee's obligation hereunder shall be satisfied when Sub-Lessee has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The specified insurance limits required in this Sub-Lease shall in no way limit or circumscribe Sub-Lessee's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6.4 Loss; Litigation Expense.

(a) The term "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgement, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a Litigation Expense.

(b) The term "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this agreement including, in each case, attorneys' fees, other professionals' fees and disbursements.

7. Maintenance:

(a) Except as specifically set forth herein, all maintenance of the Battery Limits shall be done by Sub-Lessee at Sub-Lessee's sole cost and expense.

(b) Sub-Lessee shall, at its sole cost, expense, and risk, maintain all parts of the Battery Limits and the grounds as delineated on EXHIBIT B in condition substantially similar to the condition as of the date of execution of this Sub-Lease.

Sub-Lessee shall be liable to Sub-Lessor for any and all damage caused by Sub-Lessee, its employees, agents or its invitees to the Battery Limits.

(c) Sub-Lessee shall, throughout the Sub-Lease term, take good care of the Battery Limits, and keep it free from waste and nuisance; and shall deliver up the Battery Limits clean and neat at the termination of this Sub-Lease in as good repair and condition as of the date of execution of this Sub-Lease, damage by fire, earthquake, or other event of force majeure. Sub-Lessee shall maintain and repair all aspects of the Battery Limits, including

but not limited to the gates and fencing, parking lot area and amenities (signage, trash cans, Porta-johns, etc.).

- 8. Sub-Lessor Right of Entry:** Sub-Lessor and Sub-Lessor's agents and representatives shall have the right to enter into and on the Battery Limits at any reasonable time for the purpose of inspecting, maintaining and making repairs or alterations to the Battery Limits, or any other purpose necessary to protect Sub-Lessor's interest in the Battery Limits or to perform Sub-Lessor's duties, if any, under this Sub-Lease.
- 10. Assignment and Sub-Lease:** Sub-Lessee shall not assign this Sub-Lease or sublet any portion of the Battery Limits without prior consent from the Sub-Lessor.
- 11. Termination:** This Sub-Lease shall terminate on the same termination date as the LFG Purchase agreement between the Sub-Lessor (defined as "Seller" in the LFG Purchase Agreement) and the Sub-Lessee (defined as "Purchaser" in the LFG Purchase Agreement).
- 12. Notices:** All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth herein below:

If to Sub-Lessor: Principal Engineer - Environmental Engineering
Riverside County Department of Waste Resources
14310 Frederick Street
Moreno Valley, CA 92553

If to Sub-Lessee: Bryan Black, Chief Executive Officer
Nodal Power Systems, Inc.
250 E. 200S. Suite 310
Salt Lake City, UT 84111

- 13. Severability:** The invalidity of any provision in the Lease as determined by court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
- 14. Counterparts:** This Sub-Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15. Board Approval:** This Lease shall not be binding or consummated until its approval by the County Board of Supervisors.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PROVISIONS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Sub-Lease to be executed as of the day and year first above written.

SUB-LESSOR:

RIVERSIDE COUNTY DEPARTMENT
OF WASTE RESOURCES

By: 
Andy Cortez, General Manager - Chief Engineer

Date: 3/26/25

SUB-LESSEE:

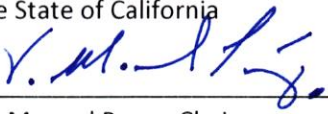
Nodal Power Systems, Inc.
A Delaware Corporation

By: 
Bryan Black, Chief Executive Officer

Date: 3/12/2025

MASTER LESSOR:

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

By: 
V. Manuel Perez, Chair
Board of Supervisors

Date: APR 01 2025

ATTEST:

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Braden Holly
Deputy County Counsel

Digitally signed by Braden Holly
Date: 2025.03.24 13:40:31 -07'00'

077WA

Exhibit A

Description of the Premises

THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL MAP NO. 13067 AS SHOWN BY MAP ON FILE IN BOOK 67, PAGES 30 THROUGH 34, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10, LYING NORTHERLY OF THE NORTHERLY LINE OF HIGHGROVE PASS ROAD, AS SHOWN ON RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING NORTHEASTERLY OF THE CENTERLINE OF PIGEON PASS ROAD, AS SHOWN ON SAID RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

EXCEPTING THEREFROM PORTION IN THE EUREKA SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 67 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN.

THAT PORTION OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA AND THAT PORTION OF PARCEL 4, AS SHOWN ON PARCEL MAP NO. 19460, FILED IN BOOK 129, PAGES 34 AND 35 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID SECTION 11, SAID POINT BEING NORTH 01° 27' 47" EAST OF 1231.29 FEET FROM THE SOUTHWESTERLY CORNER OF SAID SECTION, SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF SAID PARCEL 4, AS SHOWN ON RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 25° 02' 27" EAST 359.82 FEET;

THENCE SOUTH 54° 49' 42" EAST 269.28 FEET;

THENCE SOUTH 25° 02' 27" EAST 359.83 FEET, TO THE SOUTHERLY CORNER OF SAID

THENCE SOUTH 33° 05' 00" EAST 554.71 FEET, TO A POINT ON THE SOUTH LINE OF SAID SECTION 11, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PARCEL 23 OF SAID PARCEL MAP 13067, RECORDED IN PARCEL MAP BOOK 67, PAGES 30 THROUGH 34, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10, AS SHOWN ON SAID RECORD OF SURVEY BOOK 96, PAGES 29 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH $89^{\circ} 21' 29''$ WEST 658.68 FEET ALONG THE SOUTH LINE OF SECTION 10;

THENCE NORTH $00^{\circ} 57' 57''$ EAST 197.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1530.00 FEET, TO WHICH A RADIAL BEARS SOUTH $72^{\circ} 41' 33''$ WEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 228.33 FEET, THROUGH A CENTRAL ANGLE OF $08^{\circ} 33' 02''$, TO A POINT OF SAID NORTHERLY LINE OF HIGHGROVE PASS ROAD;

THENCE NORTH $88^{\circ} 07' 47''$ EAST OF 252.08 FEET ALONG SAID NORTHERLY LINE OF HIGHGROVE PASS ROAD, TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 530.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 197.89 FEET, THROUGH A CENTRAL ANGLE OF $21^{\circ} 23' 34''$;

THENCE SOUTH $70^{\circ} 28' 39''$ EAST OF 314.84 FEET, TO THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 10;

THENCE SOUTH $00^{\circ} 45' 56''$ WEST 289.55 FEET ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER, TO THE POINT OF BEGINNING.

EDOM HILL LANDFILL LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of APR 01 2025 by and between the RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES ("Lessor"), and Nodal Power Systems, Inc. ("Lessee"). The Lessor and Lessee shall also be referred to herein each as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Master Lessor is the owner of the real estate otherwise known as the Edom Hill Landfill, which is located at 70-100 Varner Road, Cathedral City, CA, described on EXHIBIT A attached hereto, ("Land") in the County of Riverside, California.

WHEREAS, the Master Lessor expressly approves and consents to this lease agreement.

WHEREAS, the Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor portions of the Landfill (herein referred to as the "Battery Limits"), to be used to construct and operate facilities that are specifically utilized to extract landfill gas ("LFG") and convert LFG to electricity, on the terms and conditions herein contained, as delineated on EXHIBIT B attached hereto;

WHEREAS, the Lessor and Lessee are parties to this Lease Agreement for arranging specific access to the Battery Limits.

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

1. Use of Battery Limits The Lessor hereby allows the Lessee to use the Battery Limits described in this Lease for facilitating access to construct and operate facilities that are specifically utilized to extract LFG and convert LFG to electricity for the term upon the provisions hereinafter specified, the following described property (collectively, the "Battery Limits"): the real property described on EXHIBIT B of this Lease, attached hereto and made a part hereof, together with all easements, rights and appurtenances thereunto belonging or pertaining.

2. Grant of Battery Limits for Facilities

2.1 Grant. The undersigned Lessor hereby grants and conveys to Lessee the right for the duration of the term to create the Permitted Facilities identified below, to enter the Battery Limits at any time to construct, install, maintain and repair the items (collectively, the "Facilities") described in paragraph (a) below.

(a) Permitted Facilities.

(1) the Plant or Plants;

- (2) a pipeline suitable to transport LFG from Lessor's Gas Collection and Control System (GCCS) to the Plant;
- (3) equipment required for remote communication between the Plant and the DWR;
- (4) all other Lessee equipment and facilities inside the Battery Limits.

2.2 Exercise of Rights Construction, installation, maintenance, and repair of the Permitted Facilities may include grading, installation of fencing and gates, and application of gravel. These activities may include vehicular use. Access to the flare compound and access to nearby groundwater well EH-04 must be preserved for the Lessor's weekly, monthly, and quarterly job duties. See the proposed location maps in Exhibit "B".

3. Term The Lessee is hereby subleasing the Battery Limits for the initial term commencing on the date of Commercial Operation for a period of ten (10) years. The Lessee shall document the date of Commercial Operation in writing to the Lessor within ten (10) business days after the milestone is achieved.

3.1 Renewal. Provided the Lessee has complied with all terms and conditions of this Lease, the Lessee may extend this Lease by two (2) five (5) year extensions upon notice from Lessee to the Lessor, no later than six (6) months prior to the termination of the existing or extended Term of the Lease. During each Extension Term, all terms and conditions of the Lease shall remain in full force and effect as existed prior to the commencement of such Extension Term.

4. Lease Payment Rental rate for the leased Battery Limits shall be \$1.00 per year. Within thirty (30) days of the Effective Date, Lessee shall pay in advance the sum of \$10 to Lessor as payment for the leased Battery Limits, which satisfies the term of this Lease.

If the Lease is renewed pursuant to Section 4, the rental rate shall be \$1.00 per year. Within 30 days of the renewal, Lessee shall pay in advance the sum of \$5 to Lessor as payment for the leased Battery Limits, which would satisfy the renewal term.

5. Improvements

5.1 Costs and Expenses. All costs and expenses associated with the Permitted Facilities are to be borne by the Lessee with the exception of damage caused by the Lessor and / or their representatives, contractors. Anticipated costs associated with the Facilities shall include but are not limited to: construction; delivery point of LFG; new fence and gate installation around the facilities; and costs to ensure the Lessor has site access to the landfill to perform Post Closure maintenance.

6. Insurance and Responsibility for Losses and Litigation Expenses

6.1 Lessee's Insurance. Without limiting or diminishing the Lessee's obligation to indemnify or hold the County harmless, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Lease. As

respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

(a) Workers' Compensation: If Lessee has employees as defined by the State of California, they shall procure and maintain Workers' Compensation Insurance, in full compliance with the Workers' Compensation and Occupational Disease Laws of all authorities having jurisdiction over the Property. Such policy shall include Employers' Liability (Coverage B) and Occupational Disease coverage, with limits not less than One Million Dollars (\$1,000,000) per person, per occurrence. Policy shall provide a Waiver of Subrogation in favor of the County.

(b) Commercial General Liability: Procure and maintain comprehensive general liability insurance coverage that shall protect County from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from Lessee's use of the Battery Limits or the performance of its obligations hereunder, whether such use or performance be by Lessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Policy shall also include fire and extended coverage on the improvements, alterations and fixtures to be constructed and installed upon the Battery Limits in an amount not less than the full replacement value of such improvements, alterations and fixtures. Such insurance shall name County as an additional insured with respect to this Lease and the obligations of Lessee hereunder. Such insurance shall provide for limits of not less than Two Million Dollars (\$2,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

(d) General Insurance Provisions - All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The insurance requirements contained in this Lease may be met with a program(s) of self-insurance. Lessee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Lease. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Lease with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Lessee shall cause Lessee's insurance carrier(s) to furnish the County of Riverside with a properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Lessee insurance carrier(s) policies does not meet the minimum notice requirement found herein, Lessee shall cause Lessee's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

(4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance and copies of endorsements evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Lessee shall not commence operations until the County has been furnished Certificate(s) of Insurance and copies of endorsements. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(5) It is understood and agreed to by the parties hereto that the Lessee's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(6) County reserves the right to require that Lessee adjust the monetary limits of insurance coverage as required in this Paragraph 20 herein every fifth (5th) year during the term of this Lease or any extension thereof, subject to ninety (90) days written notice to County of such adjustment, in the event that County reasonably determines that the then existing monetary limits of insurance coverage are no longer consistent with those monetary limits of insurance coverage generally prevailing in the Riverside County area for facilities comparable to the Battery Limits; provided, however, that any adjustment

shall not increase the monetary limits of insurance coverage for the preceding five (5) years in excess of fifty percent (50%) thereof.

(7) Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

(8) Lessee agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement."

6.2 Public Access Claims. If a claim for any Loss for personal injury or property damage occurring within the Battery Limits after the Agreement Date (a "Public Access Claim") is asserted against either Lessor or Lessee, or both, it is anticipated that they will assert such defenses (including immunity under the Recreational Use of Land and Water Act) as are available to them under applicable law. The phrase "Public Access Claim" excludes all claims for Losses and Litigation Expenses arising from, relating to or associated with (1) personal injury or property damage occurring prior to the Agreement Date; (2) activities or uses engaged in by Lessors, their family members, contractors, agents, employees, tenants, and invitees, or anyone else entering the Property by, though, or under the express or implied invitation or any of the foregoing; or (3) structures, facilities, and improvements within the Battery Limits (other than improvements installed by Lessor).

6.3 Hold Harmless/Indemnification. Except as otherwise provided herein, Lessee represents that it has inspected the Battery Limits, accepts the condition, and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Lessee, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the property unknown to the County, its officers, agents or employees.

Lessee shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (County's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Battery Limits, and Lessee, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such

adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to Indemnitees as set forth herein. Lessee's obligation hereunder shall be satisfied when Lessee has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The specified insurance limits required in this Lease shall in no way limit or circumscribe Lessee's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6.4 Loss; Litigation Expense.

(a) The term "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgement, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a Litigation Expense.

(b) The term "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this agreement including, in each case, attorneys' fees, other professionals' fees and disbursements.

7. Maintenance:

(a) Except as specifically set forth herein, all maintenance of the Battery Limits shall be done by Lessee at Lessee's sole cost and expense.

(b) Lessee shall at its sole cost and expense and risk maintain all parts of the Battery Limits and the grounds as delineated on EXHIBIT B in no poorer condition and repair than as of the date of execution of this Lease.

Lessee shall be liable to Lessor for any and all damage caused by Lessee, its employees, agents or its invitees to the Battery Limits.

(c) Lessee shall, throughout the Lease term, take good care of the Battery Limits, and keep it free from waste and nuisance; and shall deliver up the Battery Limits clean and neat at the termination of this Lease in as good repair and condition as of the date of execution of this lease, damage by fire other casualty excepted. Lessee shall maintain and repair all aspects of the Battery Limits, including but not limited to the gates and fencing, parking lot area and amenities (signage, trash cans, Porta-johns, etc.).

8. Lessor Right of Entry: Lessor and Lessor's agents and representatives shall have the right to enter into and on the Battery Limits at any reasonable time for the purpose of inspecting, maintaining and making repairs or alterations to the Battery Limits, or any other purpose necessary to protect Lessor's interest in the Battery Limits or to perform Lessor's duties, if any, under this Lease.

9. Assignment and Sub-Lease. Lessee shall not assign this Lease or sublet any portion of the Battery Limits without prior consent from the Lessor.

10. Termination. This Lease shall terminate on the same termination day as the Landfill Gas (LFG) Purchase agreement between the Lessor (defined as "Seller" in the LFG Purchase Agreement) and the Lessee (defined as "Purchaser" in the LFG Purchase Agreement).

11. Notices. All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth herein below:

If to Lessor: Waste Management Principal Engineer
Riverside County Department of Waste Resources
14310 Frederick Street
Moreno Valley, CA 92553

If to Lessee: Bryan Black, Chief Executive Officer
Nodal Power Systems, Inc.
250 E. 200 S., Suite 310
Salt Lake City, UT, 84111

12. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PROVISIONS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

LESSOR:

LESSEE:

RIVERSIDE COUNTY DEPARTMENT
OF WASTE RESOURCES

NODAL POWER SYSTEMS, INC.
A Delaware Corporation

By: 

Andy Cortez

General Manager - Chief Engineer

By: 

Bryan Black

Chief Executive Officer

Date: 3/26/25

Date: 3/12/2025

APPROVED AS TO FORM:

County Counsel

By: 

Stephanie Nelson

Deputy County Counsel

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

LESSOR:

LESSEE:

RIVERSIDE COUNTY DEPARTMENT
OF WASTE RESOURCES

NODAL POWER SYSTEMS, INC.
A Delaware Corporation

By: _____

Andy Cortez

General Manager - Chief Engineer

By:  _____

Bryan Black

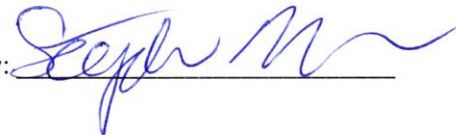
Chief Executive Officer

Date: _____

Date: 3/12/2025

APPROVED AS TO FORM:

County Counsel

By:  _____

Stephanie Nelson

Deputy County Counsel

Exhibit A

Description of the Landfill Premises

The Landfill is within 420 acres in Section 26, T3S, R5E, SBB&M owned by Discharger. From the time the site opened until September 2002, the Discharger leased 640 acres from the Bureau of Land Management for the landfill. On September 3, 2002, ownership of 420 acres of the 640 acres was transferred to the Discharger. The remaining 220 acres was never used for landfill purposes and has been retained by the BLM to be set aside as a conservation area.

POINT I.D.	COORDINATE	
	EASTING	NORTHING
DELIVERY PT.	6504508.224	2265777.402
CORNER-01	6504474.84	2265836.19
CORNER-02	6504450.692	2265804.518
CORNER-03	6504524.272	2265796.271
CORNER-04	6504509.64	2265777.304



LEGEND

Prop. Location of LFG Delivery Point

Surveyed Reference Points

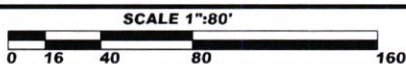
Prop. LFG Beneficial Use Project Battery Limits — — — —

Existing LFG Collection System Header —————



NOTE:

Dimensions are approximate and are for informational purposes.
Access to well must be preserved.



Edom Hill Sanitary Landfill Landfill Gas Beneficial Use Battery Limits Attachment A.2

Folder:	P:/sites/edom/air/ref	Latest Edit:	Jul. 2024	Drawn By:	RW
File:	EH LFG Benef. Use Location.dwg				

COACHELLA LANDFILL LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of APR 01 2025 by and between the RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES (DWR) ("Lessor"), and Nodal Power Systems, Inc. ("Lessee"). The Lessor and Lessee shall also be referred to herein each as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Master Lessor is the owner of the real estate otherwise known as the Coachella Landfill, which is located at 87-011 44th Street, Coachella, CA, described on EXHIBIT A attached hereto, ("Land") in the County of Riverside, California.

WHEREAS, the Master Lessor expressly approves and consents to this lease agreement.

WHEREAS, the Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor portions of the Landfill (herein referred to as the "Battery Limits"), to be used to construct and operate facilities that are specifically utilized to extract landfill gas ("LFG") and convert LFG to electricity, on the terms and conditions herein contained, as delineated on EXHIBIT B attached hereto;

WHEREAS, the Lessor and Lessee are parties to this Lease Agreement for arranging specific access to the Battery Limits.

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

1. Use of Battery Limits The Lessor hereby allows the Lessee to use the Battery Limits described in this Lease for facilitating access to construct and operate facilities that are specifically utilized to extract landfill gas LFG and convert LFG to electricity for the term upon the provisions hereinafter specified, the following described property (collectively, the "Battery Limits"): the real property described on EXHIBIT B of this Lease, attached hereto and made a part hereof, together with all easements, rights and appurtenances thereunto belonging or pertaining.

2. Grant of Battery Limits for Facilities

2.1 Grant. The undersigned Lessor hereby grants and conveys to Lessee the right for the duration of the term to create the Permitted Facilities, identified below, to enter the Battery Limits at any time to construct, install, maintain and repair the items (collectively, the "Facilities") described in paragraph (a) below.

(a) Permitted Facilities.

- (1) the Plant or Plants;
- (2) a pipeline suitable to transport LFG from Lessor's Gas Collection and Control System (GCCS) to the Plant;
- (3) equipment required for remote communication between the Plant and the DWR;
- (4) all other Lessee equipment and facilities inside the Battery Limits.

2.2 Exercise of Rights Construction, installation, maintenance, and repair of the Permitted Facilities may include grading, installation of fencing and gates, and application of gravel. These activities may include vehicular use. Access to the flare compound must be preserved for the Lessor's weekly, monthly, and quarterly job duties. See the proposed location maps in Exhibit "B".

3. Term The Lessee is hereby subleasing the Battery Limits for the initial term commencing on the date of Commercial Operation for a period of ten (10) years. The Lessee shall document the date of Commercial Operation in writing to the Lessor within ten (10) business days after the milestone is achieved.

3.1 Renewal. Provided the Lessee has complied with all terms and conditions of this Lease, the Sub-Lessee may extend this Lease by two (2) five (5) year extensions upon notice from Lessee to the Lessor, no later than six (6) months prior to the termination of the existing or extended Term of the Lease. During each Extension Term, all terms and conditions of the Lease shall remain in full force and effect as existed prior to the commencement of such Extension Term.

4. Lease Payment Rental rate for the leased Battery Limits shall be \$1.00 per year. Within thirty (30) days of the Effective Date, Lessee shall pay in advance the sum of \$10 to Lessor as payment for the leased Battery Limits, which satisfies the term of this Lease.

If the Lease is renewed pursuant to Section 4, the rental rate shall be \$1.00 per year. Within thirty (30) days of the renewal, Lessee shall pay in advance the sum of \$5 to Lessor as payment for the leased Battery Limits, which would satisfy the renewal term.

5. Improvements

5.1 Costs and Expenses. All costs and expenses associated with the Permitted Facilities are to be borne by the Lessee with the exception of damage caused by the Lessor and / or their representatives, contractors. Anticipated costs associated with the Facilities shall include but are not limited to: construction; delivery point of LFG; new fence and gate installation around the facilities; and costs to ensure the Lessor has site access to the landfill to perform Post Closure maintenance.

6. Insurance and Responsibility for Losses and Litigation Expenses

6.1 Lessee's Insurance. Without limiting or diminishing the Lessee's obligation to indemnify or hold the County harmless, Lessee shall procure and maintain or cause to be maintained, at

its sole cost and expense, the following insurance coverages during the term of this Lease. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

(a) Workers' Compensation: If Lessee has employees as defined by the State of California, they shall procure and maintain Workers' Compensation Insurance, in full compliance with the Workers' Compensation and Occupational Disease Laws of all authorities having jurisdiction over the Property. Such policy shall include Employers' Liability (Coverage B) and Occupational Disease coverage, with limits not less than One Million Dollars (\$1,000,000) per person, per occurrence. Policy shall provide a Waiver of Subrogation in favor of the County.

(b) Commercial General Liability: Procure and maintain comprehensive general liability insurance coverage that shall protect County from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from Lessee's use of the Battery Limits or the performance of its obligations hereunder, whether such use or performance be by Lessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Policy shall also include fire and extended coverage on the improvements, alterations and fixtures to be constructed and installed upon the Battery Limits in an amount not less than the full replacement value of such improvements, alterations and fixtures. Such insurance shall name County as an additional insured with respect to this Lease and the obligations of Lessee hereunder. Such insurance shall provide for limits of not less than Two Million Dollars (\$2,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

(d) General Insurance Provisions - All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The insurance requirements contained in this Lease may be met with a program(s) of self-insurance. Lessee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Lease. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Lease with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Lessee shall cause Lessee's insurance carrier(s) to furnish the County of Riverside with a properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Lessee insurance carrier(s) policies does not meet the minimum notice requirement found herein, Lessee shall cause Lessee's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

(4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance and copies of endorsements evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Lessee shall not commence operations until the County has been furnished Certificate(s) of Insurance and copies of endorsements. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(5) It is understood and agreed to by the parties hereto that the Lessee's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

(6) County reserves the right to require that Lessee adjust the monetary limits of insurance coverage as required in this Paragraph 20 herein every fifth (5th) year during the term of this Lease or any extension thereof, subject to ninety (90) days written notice to County of such adjustment, in the event that County reasonably determines that the then existing monetary limits of insurance coverage are no longer consistent with those monetary limits of insurance coverage generally prevailing in the Riverside County area for facilities comparable to the Battery Limits; provided, however, that any adjustment

shall not increase the monetary limits of insurance coverage for the preceding five (5) years in excess of fifty percent (50%) thereof.

(7) Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

(8) Lessee agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement."

6.2 Public Access Claims. If a claim for any Loss for personal injury or property damage occurring within the Battery Limits after the Agreement Date (a "Public Access Claim") is asserted against either Lessor or Lessee, or both, it is anticipated that they will assert such defenses (including immunity under the Recreational Use of Land and Water Act) as are available to them under applicable law. The phrase "Public Access Claim" excludes all claims for Losses and Litigation Expenses arising from, relating to or associated with (1) personal injury or property damage occurring prior to the Agreement Date; (2) activities or uses engaged in by Lessors, their family members, contractors, agents, employees, tenants, and invitees, or anyone else entering the Property by, through, or under the express or implied invitation or any of the foregoing; or (3) structures, facilities, and improvements within the Battery Limits (other than improvements installed by Lessor).

6.3 Hold Harmless/Indemnification. Except as otherwise provided herein, Lessee represents that it has inspected the Battery Limits, accepts the condition, and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Lessee, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the property unknown to the County, its officers, agents or employees.

Lessee shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (County's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Battery Limits, and Lessee, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such

adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to Indemnitees as set forth herein. Lessee's obligation hereunder shall be satisfied when Lessee has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The specified insurance limits required in this Lease shall in no way limit or circumscribe Lessee's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6.4 Loss; Litigation Expense.

(a) The term "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgement, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a Litigation Expense.

(b) The term "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this agreement including, in each case, attorneys' fees, other professionals' fees and disbursements.

7. Maintenance:

(a) Except as specifically set forth herein, all maintenance of the Battery Limits shall be done by Lessee at Lessee's sole cost and expense.

(b) Lessee shall at its sole cost and expense and risk maintain all parts of the Battery Limits and the grounds as delineated on EXHIBIT B in no poorer condition and repair than as of the date of execution of this Lease.

Lessee shall be liable to Lessor for any and all damage caused by Lessee, its employees, agents or its invitees to the Battery Limits.

(c) Lessee shall, throughout the Lease term, take good care of the Battery Limits, and keep it free from waste and nuisance; and shall deliver up the Battery Limits clean and neat at the termination of this Lease in as good repair and condition as of the date of execution of this lease, damage by fire other casualty excepted. Lessee shall maintain and repair all aspects of the Battery Limits, including but not limited to the gates and fencing, parking lot area and amenities (signage, trash cans, Porta-johns, etc.).

8. Lessor Right of Entry: Lessor and Lessor's agents and representatives shall have the right to enter into and on the Battery Limits at any reasonable time for the purpose of inspecting, maintaining and making repairs or alterations to the Battery Limits, or any other purpose necessary to protect Lessor's interest in the Battery Limits or to perform Lessor's duties, if any, under this Lease.

9. Assignment and -Lease. Lessee shall not assign this Lease or sublet any portion of the Battery Limits without prior consent from the Lessor.

10. Termination. This Lease shall terminate on the same termination day as the LFG Purchase agreement between the Lessor (defined as "Seller" in the LFG Purchase Agreement) and the Lessee (defined as "Purchaser" in the LFG Purchase Agreement).

11. Notices. All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth herein below:

If to Lessor: Principal Engineer – Environmental Engineering
Riverside County Department of Waste Resources
14310 Frederick Street
Moreno Valley, CA 92553

If to Lessee: Bryan Black, Chief Executive Officer
Nodal Power Systems, Inc.
250 E. 200 S., Suite 310
Salt Lake City, UT, 84111

12. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PROVISIONS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

LESSOR:

LESSEE:

RIVERSIDE COUNTY DEPARTMENT
OF WASTE RESOURCES

NODAL POWER SYSTEMS, INC.
A Delaware Corporation

By: 

By: 

Andy Cortez

Bryan Black

General Manager - Chief Engineer

Chief Executive Officer

Date: 3/26/25

Date: 3/12/2025

APPROVED AS TO FORM:

County Counsel

By: 

Stephanie Nelson

Deputy County Counsel

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year first above written.

LESSOR:

LESSEE:

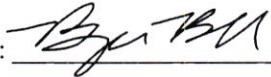
RIVERSIDE COUNTY DEPARTMENT
OF WASTE RESOURCES

NODAL POWER SYSTEMS, INC.
A Delaware Corporation

By: _____

Andy Cortez

General Manager - Chief Engineer

By:  _____

Bryan Black

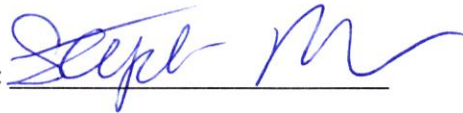
Chief Executive Officer

Date: _____

Date: 3/12/2025

APPROVED AS TO FORM:

County Counsel

By:  _____

Stephanie Nelson

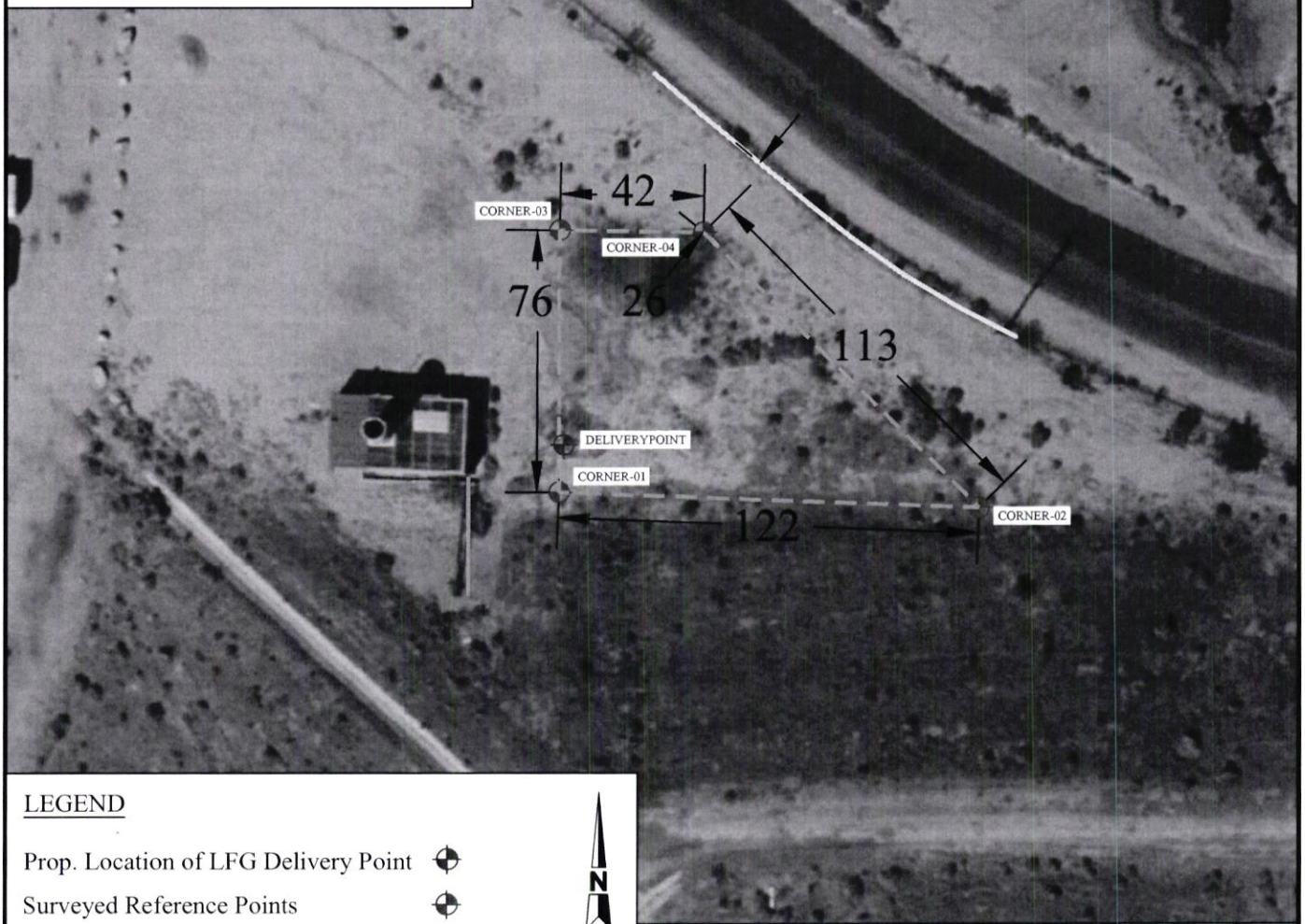
Deputy County Counsel

Description of the Landfill Premises

The Coachella Sanitary Landfill site is owned and maintained by the Riverside County Department of Waste Resources (Department). The site encompasses 640 acres, including Section 22 of Township 5 South and Range 8 East, San Bernardino Baseline and Meridian. Access is from Landfill Road (44th Avenue), a paved two-lane road that intersects Dillon Road north of the 10 Freeway, in the Coachella area of unincorporated Riverside County.

The Landfill itself is on approximately 75 acres in Section 22, Township 5 South, Range 8 East, San Bernardino Baseline & Meridian that includes Assessor Parcel Numbers (APNs) 601-340-017, 601-340-018, and 601-340-019. The latitude and longitude of the site are 33 degrees 43 minutes 42.78 seconds North, 116 degrees 8 minutes 46.03 seconds West.

POINT I.D.	COORDINATE	
	EASTING	NORTHING
DELIVERY PT.	6593294.277	2208746.72
CORNER-01	6593292.887	2208732.937
CORNER-02	6593414.76	2208728.47
CORNER-03	6593293.133	2208809.021
CORNER-04	6593334.783	2208808.314



LEGEND

Prop. Location of LFG Delivery Point

Surveyed Reference Points

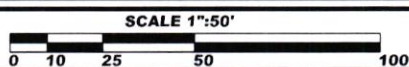
Prop. LFG Beneficial Use Project Battery Limits

Existing LFG Collection System Header

Approximate Location of Fenceline

NOTE:

Dimensions are approximate and are for informational purposes.



Coachella Sanitary Landfill Landfill Gas Beneficial Use Battery Limits Attachment A.1

Folder: P:/sites/coachella/air/ref Latest Edit: July 2024 Drawn By: EAA
File: CO LFG Benef. Use Location.dwg

NOTICE OF EXEMPTION

DATE: March 18, 2025

TO: County Clerk, County of Riverside (County)

PROJECT CASE NO/TITLE: NOE 25-04: Landfill Gas Purchase Agreement and Leases with Nodal Power Systems, Inc.

PROJECT LOCATION: Riverside County Closed Landfills
Coachella, 87-011 44th St., Coachella, CA, 92202;
Edom Hill, 70-100 Verner Rd., Cathedral City, CA, 92234;
and Highgrove, 1420 Pigeon Pass Road, Riverside, CA, 92507

PROJECT DESCRIPTION: Landfill Gas Purchase Agreement (Agreement) between the County of Riverside and Nodal Power Systems, Inc. for the purchase of landfill gas produced at the Coachella, Edom Hill and Highgrove Closed Landfills for ten (10) years.

PUBLIC AGENCY APPROVING PROJECT: County of Riverside (County)

PROJECT SPONSORS: Department of Waste Resources (RCDWR)

The project is exempt from the provisions of CEQA, specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of categorical exemptions as detailed under State CEQA Guidelines section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a direct or reasonably foreseeable indirect physical environmental impact.

EXEMPT STATUS:

- ☐ Ministerial
- ☐ Declared Emergency
- ☐ Emergency Project
- ☐ Statutory Exemption:
- ☒ Categorical Exemption
- ☒ Other Exemption:

**Section 15301, Existing Facilities; Section 15308, Actions by Regulatory Agencies for Protection of the Environment
Section 15061(b)(3), General Rule Exemption**

REASONS FOR EXEMPTION:

Section 15061(b)(3) - General Rule Exemption

The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

This project is exempt under Section 15061(b)(3) because:

The Project involving the Landfill Gas Purchase Agreement (Agreement), is an Agreement between the County of Riverside and Nodal Power Systems, Inc., for the purchase of landfill gas produced at the Coachella, Edom Hill and Highgrove Closed Landfills. Landfill gas is produced as the waste in landfills naturally decompose. Landfill gas can be an environmental hazard but also has potential beneficial use as a sustainable fuel source and asset. Coachella, Edom Hill and Highgrove Landfills, generate a sufficient volume of Landfill gas (greater than 400,000 standard cubic feet per day), and of sufficient methane quality (greater than 30 percent), that a profitable Landfill gas beneficial use project is feasible.

The Project proposes to construct, operate and maintain plants along with installation of necessary equipment and pipelines to enable Nodal Power Systems, Inc., to collect and transport landfill gas from the RCDWR's landfill gas collection and control system (GCCS) to the plant and produce electricity. Construction is proposed on previously disturbed land with no new air emissions. When constructed, this landfill gas beneficial use project will provide a sustainable source of electricity for residents and businesses of the region for years to come. The RCDWR will continue to maintain Coachella, Edom Hill and Highgrove Closed Landfills in accordance with applicable regulatory requirements. The terms of the Landfill Gas Purchase Agreement provides the RCDWR with authority to, temporarily or permanently, discontinue the Contractor's landfill gas beneficial use system, in order to maintain regulatory compliance. The royalty from the beneficial use of landfill gas (i.e. electric sales, environmental credits or other means), shall be utilized to offset ongoing closed landfill maintenance costs. The Project would not have a direct, indirect, or cumulatively significant effect on the environment or environmental resources. As such, the Project meets the scope and intent of Section 15061(b)(3), General Rule Exemption.

This determination is an issue of fact and sufficient evidence exists in the record that the activity will not have a significant effect on the environment. As such, the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v. Solano County Airport Land Use Comm'n* (2007) 41 Cal. 4th 372.

Section 15301, Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

This project is exempt under Section 15308 because:

The Project proposes to enter into a Landfill Gas Purchase Agreement (Agreement) between the County of Riverside and Nodal Power Systems, Inc., to purchase landfill gas produced at the Coachella, Edom Hill and Highgrove Closed Landfills. Landfill gas is produced as the waste in landfills naturally decompose. The Project proposes to construct, operate and maintain plants, along with installation of necessary equipment and pipelines, within the existing landfills on previously disturbed land. All three landfills are closed and will not require expansion of existing or former use to produce landfill gas. The RCDWR will continue to maintain Coachella, Edom Hill and Highgrove Closed Landfills in accordance with applicable regulatory requirements. As such,

the Project is found not to affect any environmental resources; therefore, the Project meets the scope and intent of Section 15301, Categorical Exemption.

Section 15308, Actions by Regulatory Agencies for Protection of the Environment

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

This project is exempt under Section 15308 because:

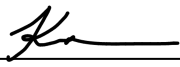
The Project involving the Landfill Gas Purchase Agreement (Agreement), is an Agreement between the County of Riverside and Nodal Power Systems, Inc., for the purchase of landfill gas produced at the Coachella, Edom Hill and Highgrove Closed Landfills. Landfill gas is produced as the waste in landfills naturally decompose. Landfill gas can be an environmental hazard but also has potential beneficial use as a sustainable fuel source and asset. Coachella, Edom Hill and Highgrove Landfills, generate a sufficient volume of landfill gas (greater than 400,000 standard cubic feet per day), and of sufficient methane quality (greater than 30 percent), that a profitable landfill gas beneficial use project is feasible. When constructed, this landfill gas beneficial use project will provide a sustainable source of electricity for residents and businesses of the region for years to come. As such, the Project is found not to affect any environmental resources; therefore, the Project meets the scope and intent of the Class 8 Categorical Exemption.

FINDINGS:

1. Based upon the identified exemptions and justifications above, the RCDWR, on behalf of the County, hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.
2. The proposed Project is exempt from CEQA pursuant to Section 15061(b)(3), and categorically exempt from CEQA pursuant to Section 15301 and Section 15308.
3. It can be seen with certainty that there is no possibility that this Project would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the activity is exempt under CEQA as previously identified.

If there are any questions regarding the above matter, I can be reached at (951) 486-3200.

Andy Cortez, General Manager - Chief Engineer
Riverside County Department of Waste Resources

By: 
Katherine Avila

Title: Associate Planner

Date: March 18, 2025

DM # 350263