RENEWABLE NATURAL GAS ATTRIBUTE

PURCHASE AND SALE AGREEMENT

Cover Sheet

 This Renewable Natural Gas Attribute Purchase and Sale Agreement (this “**Agreement**”) is by and between Seller and Buyer (each as defined below; and each a “**Party**” and collectively, the “**Parties**”), and memorializes the terms of the transaction agreed to by Parties as of the Effective Date below. This Agreement sets forth the terms and conditions governing the purchase by Buyer of certain Products (as defined below). Initially capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in Schedule 1 hereto. In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby agree this Agreement is comprised of the following documents including, in each case, all schedules and exhibits thereto, all of which are incorporated herein by this reference and form one complete agreement.

###### Cover Sheet

###### General Terms and Conditions

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| --- |
| **Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

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| --- | --- |
| 1.1 Seller | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1.2 Buyer | Northwest Natural Gas Company, an Oregon corporation |
| 1.3 Condition Precedent | The effectiveness of the purchase and sale obligations under Section 3.2 of this Agreement are conditioned upon the approval of the Oregon Public Utility Commission ("**PUC**"), by November 1, 2025, of Buyer’s annual Purchased Gas Adjustment (“**PGA**”) with the inclusion of the Contract Quantity of RTCs under this Agreement, such approval to be unconditioned as it relates to this Agreement or the RTCs to be purchased hereunder. Buyer shall include the Contract Quantity of RTCs under this Agreement in its PGA submission and will make commercially reasonable efforts in seeking approval by the PUC. If the PUC does not approve the inclusion in the PGA of the RTCs under this Agreement by such date, then Buyer may elect to terminate this Agreement on or prior to November 15, 2025 upon written notice to Seller of such election. Upon such termination, this Agreement will be deemed null and void and neither Party will have any further liability to the other Party hereunder.  |
| 1.4 Project | [Identify location of Project supplying the Product.] [Each of the facilities specified in Schedule 2.] [Seller may, from time to time during the Term, and upon ten (10) days’ advanced written notice to Buyer, add Projects to the list in Schedule 2, provided that for each such Project that Seller proposes to add, Seller represents and warrants to Buyer that the Project is registered with the Tracking System to generate RTCs (or other applicable credit, offset or benefit if Buyer provides notice to Seller of a change in the Certification Standard) in the Tracking System that comply with the Certification Standards. Prior to or concurrently with each delivery hereunder, Seller shall provide notice to Buyer of the Project(s) from which the applicable portion of the Contract Quantity to be delivered is produced.][[1]](#footnote-2) |
| 1.5 Product | Renewable Thermal Certificates |
| 1.6 Contract Price  | \_\_\_\_\_\_ $/RTC(Renewable Thermal Certificates) |
| 1.7 Contract Quantity: | [To be Determined]“**Minimum Forecast Quantity**” will be [ ] MMBtu/PGA Year, subject to adjustment by Seller upon written notice to Buyer prior to July 1 of any year with respect to the next following PGA Year, providing an estimate of the Contract Quantity for each month of such year. |
| 1.8 Delivery Deadline: | (Select One):[ ]  Monthly following generation of RTC (for RTCs)[ ]  [other]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1.9 Start Date  | [To be Determined]  |
| 1.10 Delivery Term | [To be Determined]  |
| 1.12 Certification Standards | The Climate Protection Program (OAR 340-271-0010, et al.) administered by the State of Oregon and Oregon Administrative Rules, ch. 860, div. 150, or such other standard as Buyer identifies to Seller in a written notification providing reasonably sufficient advance notice to Seller, including any federal, state, or local program for using, or that incentivizes the use of, Renewable Natural Gas as a substitute for natural gas and creating Environmental Attributes therefrom, including, without limitation, the federal Renewable Fuel Standard, the Clean Fuels Program (2021 c. 317) and Climate Commitment Act (WAC 173-446-010, et al.) administered by the State of Washington, the Clean Fuels Program and and the Low Carbon Fuel Standard administered by the State of California. The addition of a new standard or replacement of the existing standard with a different standard shall be subject to Seller’s consent, provided that Seller may only withhold consent if the additional or replacement standard would place commercially unreasonable burdens on Seller related to compliance. The Parties will work together in good faith and a commercially reasonable manner to revise the terms of this Agreement as needed in connection with a new Certification Standard, seeking to otherwise maintain the fundamental economic and legal substance of the transaction herein.  |
| 1.13 Tracking System  | Midwest Renewable Energy Tracking System, Inc. (M-RETS) |
| 1.14 Seller Performance Security | [to be determined]  |
| 1.15 Seller’s Ultimate Parent Entity: |  |

|  |  |
| --- | --- |
| **Contact and Account Information** |  |
| Seller: | Buyer: |
| **Contact Information:**Notice Address:Street: City/State/Zip: Attn: Phone: Email: With Notices of an Event of Default copied to:Street: City/State/Zip: Attn: Email: Invoices:Street: City/State/Zip: Attn: Phone: Email:  | **Contact Information:**Notice Address:Street: City/State/Zip: Attn: Phone: Email: With Notices of an Event of Default copied to:Street: City/State/Zip: Attn: Email: Invoices:Street: City/State/Zip: Attn: Phone: Email:  |
| **Wire Transfer Account Information:****BNK: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****ABA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****ACCT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |

This Agreement may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The facsimile or .pdf signatures of the Parties shall be deemed to constitute original signatures, and facsimile or .pdf copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF the Parties have executed this Agreement through their authorized representatives effective as of the Effective Date.

|  |  |
| --- | --- |
| **[\_\_\_\_\_\_\_\_\_\_\_\_]** | **Northwest Natural Gas Company** |

|  |  |
| --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

RENEWABLE NATURAL GAS ATTRIBUTES
PURCHASE AND SALE AGREEMENT

General Terms and Conditions

**TABLE OF CONTENTS**

[Article 1 DEFINITIONS AND INTERPRETATION 3](#_Toc198200870)

[1.1 Definitions 3](#_Toc198200871)

[1.2 Articles, Sections, Schedules and Exhibits 3](#_Toc198200872)

[1.3 Gender 3](#_Toc198200873)

[1.4 Successors and Assigns 3](#_Toc198200874)

[1.5 Day 3](#_Toc198200875)

[1.6 Grammatical Forms 3](#_Toc198200876)

[1.7 References to Documents 3](#_Toc198200877)

[Article 2 EFFECTIVE DATE; TERM; DELIVERY TERM 3](#_Toc198200878)

[2.1 Effective Date 3](#_Toc198200879)

[2.2 Delivery Term 4](#_Toc198200880)

[Article 3 PURCHASE AND SALE 4](#_Toc198200881)

[3.1 Purchase and Sale 4](#_Toc198200882)

[3.2 Delivery 4](#_Toc198200883)

[3.3 Payment and Invoices 4](#_Toc198200884)

[3.4 Taxes 4](#_Toc198200885)

[3.5 Certification 4](#_Toc198200886)

[3.6 Attestations; Records 5](#_Toc198200887)

[3.7 Reporting. 5](#_Toc198200888)

[3.8 Buyer’s Right to Reject 6](#_Toc198200889)

[3.9 Remedies for Seller’s Failure to Deliver 6](#_Toc198200890)

[3.10 Performance Security 6](#_Toc198200892)

[Article 4 REPRESENTATIONS, WARRANTIES AND COVENANTS 7](#_Toc198200893)

[4.1 Basic Representations 7](#_Toc198200894)

[4.2 Eligible Contract Participant 8](#_Toc198200895)

[4.3 Representations of Seller 8](#_Toc198200896)

[4.4 Representations of Buyer 8](#_Toc198200897)

[4.5 Seller Covenants, Other Regulatory Programs 9](#_Toc198200898)

[Article 5 FORCE MAJEURE 9](#_Toc198200899)

[5.1 Excused Performance 9](#_Toc198200900)

[5.2 Force Majeure Event 9](#_Toc198200901)

[Article 6 EVENTS OF DEFAULT; TERMINATION EVENTS; REMEDIES 9](#_Toc198200902)

[6.1 Events of Default 9](#_Toc198200903)

[6.2 Cure Periods 11](#_Toc198200904)

[6.3 Right to Terminate Following Event of Default 11](#_Toc198200905)

[6.4 Expenses 11](#_Toc198200906)

[6.5 Termination Payment 11](#_Toc198200907)

[6.6 Changes in Law. 11](#_Toc198200908)

[6.7 Material Project Underperformance.. 11](#_Toc198200909)

[Article 7 INDEMNIFICATION 12](#_Toc198200911)

[7.1 Seller and Buyer Indemnification 12](#_Toc198200912)

[7.2 Indemnification Claims 12](#_Toc198200913)

[7.3 Survival of Indemnification Rights and Obligations 13](#_Toc198200914)

[Article 8 MISCELLANEOUS 13](#_Toc198200915)

[8.1 Notices 13](#_Toc198200916)

[8.2 Confidentiality 13](#_Toc198200917)

[8.3 Governing Law; Consent to Jurisdiction. 14](#_Toc198200918)

[8.4 LIMITATION OF LIABILITY 15](#_Toc198200919)

[8.5 Transfers and Assignment 15](#_Toc198200920)

[8.6 Waiver 16](#_Toc198200921)

[8.7 Right of Waiver 16](#_Toc198200922)

[8.8 Forward Contract 16](#_Toc198200923)

[8.9 Amendments 16](#_Toc198200924)

[8.10 Entire Agreement 16](#_Toc198200925)

[8.11 Status of the Parties 16](#_Toc198200926)

[8.12 Expenses 17](#_Toc198200927)

[8.13 Survival 17](#_Toc198200928)

[8.14 Further Assurances 17](#_Toc198200929)

[8.15 Headings 17](#_Toc198200930)

[8.16 No Rights in Third Parties 17](#_Toc198200931)

[8.17 Simple Interest Payments 17](#_Toc198200932)

[8.18 Severability 17](#_Toc198200933)

[8.19 Joint Effort 18](#_Toc198200934)

[8.20 Remedies Cumulative 18](#_Toc198200935)

# DEFINITIONS AND INTERPRETATION

## Definitions

. Initially-capitalized terms used in this Agreement and not otherwise defined herein (including the preamble) shall have the meanings specified in Schedule 1.

## Articles, Sections, Schedules and Exhibits

. References to Articles, Sections, Schedules and Exhibits are, unless otherwise indicated, Articles of, Sections of, Schedules to and Exhibits to this Agreement. All Schedules and Exhibits attached to this Agreement are incorporated herein and made part of this Agreement by this reference. References to a Schedule or an Exhibit shall mean the referenced Schedule or Exhibit and any of its sub-schedules, sub-exhibits, sub-parts, components or attachments.

## Gender

. As used in this Agreement, the masculine gender shall include the feminine and neuter and the singular number shall include the plural, and vice versa.

## Successors and Assigns

. Unless expressly stated otherwise, references to a Person includes its successors and permitted assigns and, in the case of a Governmental Authority, any Person succeeding to its functions and capacities.

## Day

. As used in this Agreement, references to “days” shall mean calendar days, unless the term “Business Days” is used. If the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day.

## Grammatical Forms

. As used in this Agreement, where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings; the words “herein,” “hereunder,” “hereof” and “this Agreement” refer to this Agreement, taken as a whole, and not to any particular provision of this Agreement; “including” means “including, for example and without limitation,” and other forms of the verb “to include” are to be interpreted similarly; and the word “or” is intended to be inclusive (i.e., “and/or”) and not exclusive.

## References to Documents

. As used in this Agreement, all references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. Any term defined, or provision incorporated in this Agreement by reference to another document, instrument or agreement shall continue to have the meaning or effect ascribed thereto whether or not such other document, instrument or agreement is in effect.

# EFFECTIVE DATE; TERM; DELIVERY TERM

## Effective Date

 and Term. This Agreement is effective as of the Effective Date and shall continue until all Parties have performed their respective obligations hereunder (such period, the “**Term**”).

## Delivery Term

. Seller shall commence Delivery of the Product on the Start Date and shall continue Delivering the Contract Quantity during the Delivery Term.

# PURCHASE AND SALE

## Purchase and Sale

. Subject to the terms and conditions of this Agreement, during the Delivery Term, Seller shall sell and Deliver to Buyer, and Buyer shall purchase and accept Delivery of from Seller, the Contract Quantity of Product, *provided* that Buyer shall have no obligation to accept or purchase Product that does not comply with the requirements of this Agreement (including any Product that is not Delivered by the Delivery Deadline) [add in any max obligation for Buyer if vols can be variable]. Seller shall be responsible for all costs and expenses associated with Delivering the Product to Buyer. Buyer shall be responsible for all costs and expenses associated with receiving the Delivered Product from Seller.

## Delivery

. The Contract Quantity shall be Delivered by Seller to Buyer on or before the applicable Delivery Deadline, and Seller shall promptly notify Buyer when Delivery occurs.

## Payment and Invoices

. After each calendar month during the Delivery Term, Seller shall invoice Buyer for the total amount due for the Contract Quantity Delivered during such calendar month. Buyer shall pay such invoices within thirty (30) days following receipt of the applicable invoice.

## Taxes

. Seller shall be responsible for any and all present or future taxes and other impositions of Governmental Authorities relating to the ownership, purchase and sale of Product prior to Delivery; Buyer shall be responsible for any and all present or future taxes and other impositions of Governmental Authorities relating to the ownership, purchase and sale of Product at and after Delivery. [Each Party will cooperate with the other Party’s reasonable requests for information (including requests for tax exemption certificates, Form W-9, or other tax documents) for the purpose of eliminating or reducing the rate at which the requesting Party must charge, deduct, or withhold for or on account of any tax in connection with this Agreement.][[2]](#footnote-3)

## Certification

 of RTCs.

### At Seller’s sole cost and expense, Seller shall take any and all actions necessary or appropriate to obtain any Approvals and register each Project with the Tracking System prior to the commencement of the Delivery Term (or if a Project is added during the Term, then prior to notification to Buyer of the addition of the new Project to Schedule 2) as necessary or appropriate to permit Seller to generate therefrom RTCs in the Tracking System that comply with the Certification Standard.

### At Seller’s sole cost and expense, Seller shall take such actions and execute such documents as are necessary or appropriate to generate, track and transfer to Buyer in the Tracking System the RTCs generated from Environmental Attributes produced by each Project, including (A) complying with all information, data reporting and verification requirements of the Tracking System, such as uploading RTC certificates into MRETs in a timely manner, (B) specifying carbon intensity in the Tracking System; and (C) paying all registration and transaction costs.

### At Buyer’s sole cost and expense, Buyer shall maintain an account in the Tracking System necessary or appropriate to permit Buyer to receive and retire RTCs.

## Attestations; Records

. Seller is responsible for the (a) truthful, complete and timely submission of all attestations that are required pursuant to the Certification Standard(s) or the Tracking System(s) with respect to the Product and (b) the safe, secure, and accessible storage thereof. Seller shall maintain all records relating to the Product and the Program for five (5) years from the date the applicable Product is Delivered to Buyer, unless the Certification Standard or Tracking System require that such records be maintained for a longer period, in which case Seller shall maintain such records for such longer period. Seller shall provide Buyer with the information set forth in Exhibit A hereto, and upon Buyer’s request, Seller shall provide copies of other documentation and records concerning the Product or the Certification Standard(s) and the performance of its obligations under this Agreement, including all documents that Buyer is required to maintain or provide in accordance with the Certification Standard or the Tracking System. Seller shall maintain adequate records to assist Buyer in meeting any present or future reporting, verification, transfer, registration, or retirement requirements associated with the Product, including providing Buyer with documentation of Seller’s estimate of the carbon intensity of the pathway for the RNG in accordance with the rules of the Certification Standard. Nothing in this Agreement limits or waives any obligations of Seller to keep records or provide attestations provided in the Certification Standard or the Tracking System. Seller- shall materially comply with all required reporting, documentation and audit requirements of the United States Environmental Protection Agency and other governmental or similar authorities responsible for administering any Applicable Program, including maintaining and providing to Buyer documentation that Buyer may require for its documentation and reporting requirements under the Applicable Program.

## Reporting.

### On January 1, March 1 and October 1 of each PGA Year during the Term, Seller shall deliver to Buyer a report specifying Seller’s good faith estimate of the RTC volumes that it will be able to deliver during the remaining months of such PGA Year, if such estimates differ from those included in the Minimum Forecast Quantity. Such quarterly updates shall not be deemed to change the Minimum Forecast Quantity and the delivery obligations under this Agreement in any PGA Year shall be based on the Minimum Forecast Quantity as of July 1 of the preceding such PGA Year.1

### On January 1, March 1, July 1 and October 1 of each PGA Year during the Term, Seller shall deliver to Buyer a meter report detailing actual RNG production volumes for each of the three preceding calendar months from the Facility, broken out on a Facility by Facility basis if there is more than one Facility. [[3]](#footnote-4)

## Buyer’s Right to Reject

. In addition to Buyer’s other rights under this Agreement, including under Article 6, Buyer shall have the right, at its reasonable discretion, to reject any Product upon notice to Seller within fifteen (15) calendar days after Delivery. For the avoidance of doubt, and without limitation, Buyer shall be conclusively deemed to have reasonably exercised its discretion to reject if the Product (a) does not, or if there is a reasonable prospect that the Product does not, comply with, or is invalid under, the Certification Standard or operating protocols of the Tracking System, or (b) is subject to a proceeding by a Governmental Authority or is otherwise encumbered. For purposes of making its assessment, it shall be reasonable for Buyer to disregard the benefit of any warranties given to it under this Agreement, but it shall not be a reasonable exercise of discretion for Buyer to reject Product solely on the basis of market conditions or the market price of, Product.

## Remedies for Seller’s Failure to Deliver

. In addition to Buyer’s other rights under this Agreement, including under Article 6, if, in any PGA Year, Seller does not Deliver to Buyer at least the Minimum Forecast Quantity of Product that complies with the terms of this Agreement (the amount of such shortfall below the Minimum Forecast Quantity, the “**Deficient Product**”), then Buyer shall elect, at its sole discretion, either of the remedies described in Section 3.8(a) or Section 3.8(b) below, and within fifteen (15) Business Days after receiving notice from Buyer of its election, as Buyer’s sole and exclusive remedy for Seller’s Deficient Product, Seller shall:

### Deliver, at Seller’s sole cost and expense, to Buyer a quantity of Product that complies with this Agreement (“**Replacement Product**”) equal to the quantity of Deficient Product; or

### Pay to Buyer an amount equal to the sum of:

#### The positive difference, if any, between, (1) Buyer’s costs to acquire Replacement Product, and (2) the product of the quantity of Deficient Product for which Buyer acquired Replacement Product and the Contract Price;

#### The product of the quantity of Deficient Product for which Buyer did not acquire Replacement Product and the Contract Price; and

#### Any amount Buyer paid to Seller on account of the Deficient Product;

## If Buyer elects the remedy described in Section 3.8(a) with respect to Deficient Product and Seller fails to timely perform such remedy, then Buyer may elect the remedy described in Section 3.8(b) with respect to that same Deficient Product. If Buyer terminates this Agreement under Article 6, then any Deficient Product for which Replacement Product was Delivered or payment made to Buyer in accordance with this Section 3.8 shall not be included in the calculation Buyer’s Loss for purposes of Section 6.5.

## Performance Security

. If required pursuant to this Agreement, Seller shall obtain and maintain, at its sole cost and expense, Performance Security. Regardless of whether any Performance Security is identified on the Cover Sheet, if Buyer has commercially reasonable grounds for insecurity with respect to Seller’s creditworthiness or performance under this Agreement, Seller shall provide Buyer with written notice requesting Performance Security as determined by Buyer in a commercially reasonable manner. Such Performance Security may include sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to Buyer, including cash, a standby irrevocable letter of credit, a security interest in an asset or guaranty. Buyer shall return to Seller the unused portion of any Performance Security promptly after the following has occurred: (i) the Delivery Term has ended or an Early Termination Date has occurred, as applicable; and (ii) all payment obligations of Seller arising under this Agreement, including any payment under Section 6.5, indemnification payments or other damages are paid in full. Seller hereby grants to Buyer a continuing first priority security interest in, lien on, and right of setoff against all Performance Security in the form of cash transferred by Seller to Buyer pursuant to this Section 3.9; upon the return to Seller of the unused portion of any such Performance Security, such security interest and lien shall be released automatically.

# REPRESENTATIONS, WARRANTIES AND COVENANTS

## Basic Representations

. Each Party represents to the other Party as of the Effective Date (and on each day Product is Delivered under this Agreement) that:

### Status. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

### Powers. It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance.

### No Violation or Conflict. Such execution, delivery and performance do not violate or conflict with any Applicable Law, any provision of its organizational documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

### Consents. All governmental and other consents that are required to have been obtained by it with respect to the execution and delivery of this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

### Obligations Binding. Its obligations under this Agreement constitute its legal, valid and binding obligations and are enforceable against it in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors’ rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

### Absence of Litigation. There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any Governmental Authority or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or its ability to perform its obligations under this Agreement.

## Eligible Contract Participant

. Each Party further represents and warrants to the other that:

### on and after the Start Date, such Party constitutes an “eligible contract participant” as such term is defined in the Commodity Exchange Act, as amended (7 U.S.C. § 1a(18)); and

### such Party does not constitute a “Special Entity” as such term is defined in the Commodity Exchange Act, as amended (7 U.S.C. § 6s(h)(2)(C)), or 17 C.F.R. § 23.401(c).

## Representations of Seller

. Seller hereby represents and warrants to Buyer that:

### Seller is created or organized in the United States under the laws of the state of formation identified on the Cover Sheet; and

### On the Effective Date and on each day thereafter through the end of the Delivery Term, Seller owns the Project;

### On each day Product is Delivered under this Agreement:

#### such Product is solely from one of the Projects and certified under the Certification Standard;

#### Seller has good and marketable title to such Product and all right, title and interest in and to each such Product is free and clear of any liens, taxes, claims, security interests or other encumbrances;

#### Seller has not sold (and is not legally obligated to sell) such Product or any portion thereof to any other Person, and neither Seller nor any other Person has reported the energy associated with such Product as zero emission in any renewable or greenhouse gas program;

#### Such Product is separate from the energy associated with the Renewable Natural Gas that gave rise to such Product; and

#### Such Product is available for Buyer’s , retirement, transfer to a third party or other use.

## Representations of Buyer

. Buyer hereby represents and warrants to Seller that Buyer is a corporation created or organized in the United States under the laws of the State of Oregon.

## Seller Covenants, Other Regulatory Programs. Seller acknowledges that Buyer may utilize the Environmental Attributes associated with the RNG from which RTCs are generated hereunder for purposes of its compliance with various regulatory programs, including rules developed under Oregon EO 20-04, Washington Climate Commitment Act, Washington House Bill 1257, and Seller agrees that it will not take any actions that could encumber or create claims that conflict with or impact Buyer’s ability to utilize the Environmental Attributes in connection with such regulatory programs. Seller further agrees to cooperate in a commercially reasonable manner in connection with utilization of the Environmental Attributes under such other program.

# FORCE MAJEURE

## Excused Performance

#### . To the extent a Party (the “**Claiming Party**”) is prevented by a Force Majeure Event from carrying out, in whole or part, its obligations under this Agreement and, as set forth below, such Party gives notice of the Force Majeure Event to the other Party, then the Party shall be excused from the performance of its obligations hereunder (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure Event). The Claiming Party will give notice to the other Party setting forth the nature of the Force Majeure Event in reasonable detail sufficient to establish that the occurrence constitutes a Force Majeure Event as soon as possible after it has knowledge of the Force Majeure Event, and shall remedy the Force Majeure Event with all reasonable dispatch. When the Claiming Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and the Parties shall resume performance hereunder.

## Force Majeure Event

. “**Force Majeure Event**” means any event or circumstance which wholly or partly prevents or delays the performance of any obligation arising under this Agreement (other than the obligation to pay amounts due), but only if and to the extent (a) such event is not within the reasonable control, directly or indirectly, of the Claiming Party, (b) the Claiming Party has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement, (c) such event could not have been avoided by the exercise of reasonable diligence and, with the exercise of due diligence, the Claiming Party has been unable to overcome such event, and (d) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Claiming Party. Notwithstanding the foregoing, a Force Majeure Event shall not include a Party’s economic or financial hardship.

# EVENTS OF DEFAULT; TERMINATION EVENTS; REMEDIES

## Events of Default

. The occurrence at any time with respect to a Party of any of the following events constitutes an event of default (an “**Event of Default**”) with respect to such Party:

### Failure to Pay. Failure by the Party to make, when due, any payment under this Agreement required to be made by it if such failure is not cured at the end of the applicable Cure Period, as defined in Section 6.2;

### Breach of Agreement. Failure by the Party to comply with or perform any agreement to be complied with or performed by the Party in accordance with this Agreement if such failure is not cured at the end of the applicable Cure Period;

### Performance Security. Failure by Seller to deliver Performance Security under Section 3.9 within two (2) Business Days after a written request by Buyer;

### Misrepresentation. A representation made or repeated or deemed to have been made or repeated by the Party in this Agreement, or in any certification or attestation proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated, and any falsehood, misrepresentation, material inaccuracy or misleading statement by the Party in any supporting documentation (including the attestations required under Section 3.6) submitted to the Tracking System or any Governmental Authority in connection with this Agreement.

### Bankruptcy. The Party (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within ninety (90) days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vii) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi) (inclusive); or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

### Merger Without Assumption. The Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer the resulting, surviving or transferee entity fails to assume all the obligations of such Party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.

## Cure Periods

. Notwithstanding any other provision of this Agreement, the following cure periods (each a “**Cure Period**”) shall apply to the following Events of Default: (i) with respect to an Event of Default under Section 6.1(a), the Cure Period shall be thirty (30) days, commencing on the date the Defaulting Party receives written notice of such Event of Default from the other Party, and (ii) with respect to an Event of Default under Section 6.1(b), the applicable Cure Period shall be sixty (60) days, commencing on the date the Defaulting Party receives written notice of such Event of Default from the other Party; *provided*, *however*, if such Event of Default is not capable of cure, then the Cure Period shall be zero (0) days.

## Right to Terminate Following Event of Default

. If at any time an Event of Default with respect to a Party (the “**Defaulting Party**”) has occurred and is then continuing, after giving effect to the applicable Cure Period, the other Party (the “**Non-Defaulting Party**”) may, by not more than twenty (20) days’ notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of this Agreement.

## Expenses

. A Defaulting Party will, on demand, indemnify and hold harmless the Non-Defaulting Party for and against all reasonable out-of-pocket expenses, including legal fees and costs, incurred by the Non-Defaulting Party by reason of the enforcement and protection of its rights under this Agreement or, if Seller is the Defaulting Party, any Performance Security, or by reason of the early termination of this Agreement, including costs of collection.

## Termination Payment

## . On or as soon as reasonably practicable following the designation of an Early Termination Date, the Non-Defaulting Party shall calculate in a commercially reasonable manner the Non-Defaulting Party’s Loss and will provide to the Defaulting Party a statement showing, in reasonable detail, such calculations. If the Non-Defaulting Party’s Loss is greater than zero (0), the Defaulting Party will pay such amount within two (2) Business Days after receipt of the foregoing statement. If the Non-Defaulting Party’s Loss is less than zero (0), it shall be deemed to be zero (0).

## Material Project Underperformance. Either Party may terminate this Agreement upon 60 days’ written notice to the other Party in the event the quantity of Product Delivered over any PGA Year is less than [ ] percent ([ ]%)] of the [ ]. Except as provided under Section 3.8, neither Party shall have any liability to the other Party in the event of a termination pursuant to this Section 6.7.

## Changes in Law

. If any new Applicable Laws are enacted or existing Applicable Laws are amended after the Effective Date, which individually or collectively could reasonably be expected to have a material adverse effect upon the rights and obligations of a Party, as a whole, under this Agreement, and which do not constitute a Force Majeure event, then the Party directly affected by the new or changed Applicable Laws (the “**Affected Party**”) may give the other Party written notice requesting the Parties enter into negotiations to make the minimum changes to this Agreement necessary to appropriately pass through or otherwise address the effects of the new or changed Applicable Laws, while attempting to preserve to the maximum extent possible the benefits, burdens and obligations set forth in this Agreement as of the Effective Date. Upon receipt of such notice requesting negotiations, the Parties shall promptly (but in any event no later than fifteen (15) days after such request) meet and negotiate in good faith such changes. A change in cost will not in itself be deemed a material adverse effect upon the rights and obligations of a Party, or constitute, or form the basis of, a change in Applicable Law. If the Parties are unable to agree upon such changes within sixty (60) days following the request, then the Affected Party may terminate this Agreement on written notice to the other Party. Any such termination shall be without further liability of either Party with respect to future deliveries or sales of Product.

# INDEMNIFICATION

## Seller and Buyer Indemnification

. Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless, on an After-Tax Basis, the other Party (the “**Indemnified Party**”) from and against all claims, demands, damages, losses (and in the case of third-party claims only, indirect or consequential loss or damage of such third-party), liabilities, penalties (including penalties, fees, damages or other losses and costs that may be imposed on the Indemnified Party by any Governmental Authority), and expenses (including reasonable attorneys’ fees and costs), to the extent arising out of, resulting from, or caused by (i) any breach of this Agreement or Event of Default by the Indemnifying Party, (ii) any violation of any Applicable Laws by the Indemnifying Party, or (iii) any negligent or tortious acts, errors or omissions of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents resulting in personal injury or death to natural persons and physical damage to tangible property of any Person. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Party, but the Indemnifying Party’s liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party’s negligent or intentional acts, errors or omissions caused the damages. Neither Party shall be indemnified under this Section 7.1 for damages to the extent resulting from its own negligent or intentional acts, errors or omissions. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

## Indemnification Claims

. All claims for indemnification by an Indemnified Party entitled to be indemnified under Section 7.1 by the Indemnifying Party will be asserted and resolved as follows:

### If a claim or demand for which an Indemnified Party may claim indemnity is asserted against or sought to be collected from an Indemnified Party by a third party, the Indemnified Party shall as promptly as practicable give notice to the Indemnifying Party; *provided*, failure to provide such notice will relieve Indemnifying Party only to the extent that the failure actually prejudices Indemnifying Party.

### Indemnifying Party will have the right to control the defense and settlement of any claims in a manner not adverse to Indemnified Party but cannot admit any liability or enter into any settlement without Indemnified Party’s prior written approval.

### Indemnified Party may employ counsel at its own expense with respect to any claims or demands asserted or sought to be collected against it; *provided*, if counsel is employed by Indemnified Party due to a conflict of interest or because Indemnifying Party does not assume control of the defense, Indemnifying Party will bear the expense of this counsel.

## Survival of Indemnification Rights and Obligations

. All indemnity rights and obligations survive the termination of this Agreement.

# MISCELLANEOUS

## Notices

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### Effectiveness. Any notice or other communication in respect of this Agreement shall be in writing and may be given in any manner set forth below to the respective notice address provided on the Cover Sheet and will be deemed effective as follows:

#### if delivered in person or by courier, on the date it is delivered;

#### if sent by email, on the sender has received electronic confirmation that the recipient has read such email (*e.g.*, a “read receipt” or a reply); or

#### if sent by certified or registered mail or the equivalent (return receipt requested), on the date that mail is delivered,

unless the date of that delivery or receipt, as applicable, is not a Business Day or that communication is delivered or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

### Notices of Event of Default. In addition to giving notices or other communications in respect of Events of Default to the respective notice address provided on the Cover Sheet, copies of any such notices shall be concurrently given in any manner set forth in Section 8.1(a) to the address provided on the Cover Sheet under the heading “With Notices of an Event of Default copied to”.

### Change of Addresses. Either Party may by notice to the other Party change the address(es) at which notices or other communications are to be given to it.

## Confidentiality

. The contents of this Agreement and all other documents relating to this Agreement, and any information made available by one Party to the other Party with respect to this Agreement are confidential and shall not be disclosed to any third party (nor shall any public announcement relating to this Agreement be made by either Party) without the other Party’s prior written consent, except for such information (a) as may become generally available to the public through no fault of either Party, (b) as may be required or appropriate in response to any summons, subpoena, or otherwise in connection with any litigation or regulatory process or to comply with any Applicable Law or accounting disclosure rule or standard, (c) as may be obtained from a non-confidential source that disclosed such information in a manner that did not violate its obligations to the non-disclosing Party in making such disclosure, (d) as may be furnished to the non-disclosing Party’s Affiliates, and to each of such Party’s and its Affiliates’ auditors, attorneys, advisors or lenders (such Party’s “**Representatives**”) which are required to keep the information that is disclosed in confidence, or (e) as may be required or appropriate to generate and/or transfer RTCs or as otherwise required or appropriate under the Certification Standard or to implement the transactions contemplated under this Agreement, and *provided, further*, that a Party may disclose any one or more of the commercial terms of this Agreement (other than the name of the other Party unless otherwise agreed to in writing by the Parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy price index. For the avoidance of doubt, the restrictions set forth herein regarding confidential information subject to this Section 8.2 shall not apply with respect to any disclosure required to comply with United States federal securities laws, applicable state securities laws, or the rules or regulations of a national stock exchange, as determined in the disclosing Party’s sole reasonable discretion. In addition, nothing herein shall prevent a Party from issuing or making any public announcement, press release or statement if it is necessary to do so, in such disclosing Party’s sole reasonable discretion, in order to comply with Applicable Law or the rules and regulations of any public utility commission, stock exchange, or Governmental Authority having direct or indirect jurisdiction over such Party. With respect to information subject to this Section 8.2, this obligation shall survive for a period of one (1) year following the expiration or termination of this Agreement. Each Party agrees to use its reasonable, commercial, good faith efforts to cause its Affiliates and Representatives to observe the terms of this Section 8.2 will be liable for breach under this Agreement for any failure by its Affiliates and Representatives to act in accordance with the terms of this Section 8.2.

## Governing Law; Consent to Jurisdiction.

(a) THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(b) Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court located in Multnomah County in the state of Oregon for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement, the transactions contemplated hereby, any provision hereof or the breach, performance, enforcement or validity or invalidity of this Agreement or any provision hereof (and agrees not to commence any suit, action or proceeding relating thereto except in such courts). Each of the Parties further agrees that service of any process, summons, notice or document hand delivered or sent by U.S. registered mail to such Party’s respective address set forth on the Cover Sheet will be effective service of process for any suit, action or proceeding in any such courts with respect to any matters to which it has submitted to jurisdiction as set forth in the immediately preceding sentence. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement, the transactions contemplated hereby, any provision hereof or the breach, performance, enforcement or validity or invalidity of this Agreement or any provision hereof in the state or federal courts located in Multnomah County in the state of Oregon and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each Party agrees that a final judgment (i.e., judgment after any appeals that may be duly made) in any suit, action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in law or in equity.

## LIMITATION OF LIABILITY

. NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES (WHETHER OR NOT ARISING FROM ITS NEGLIGENCE OR STRICT LIABILITY) TO ANY OTHER PARTY; *PROVIDED*, *HOWEVER*, THAT NOTHING IN THIS PROVISION SHALL (A) AFFECT THE ENFORCEABILITY OF ANY SECTION OF THIS AGREEMENT THAT REQUIRES PAYMENT OF SPECIFIED AMOUNTS, OR (B) LIMIT SELLER’S LIABILITY TO BUYER FOR penalties, fees, damages or other losses and costs that may be imposed ON BUYER by any Governmental Authority in connection with any breach OF THIS AGREEMENT or event of default by sellER. IF AND TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT IS INTENDED TO BE A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES AND NOT A PENALTY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT LIABILITY OR DAMAGES IN CONNECTION WITH ANY THIRD-PARTY CLAIMS SUBJECT TO INDEMNIFICATION UNDER Article 7.

## Transfers and Assignment

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### General. Except as provided in Section 8.5(b), any Change of Control or sale, transfer, or assignment of this Agreement or any interest in the Project by Seller shall be null and void and a breach of this Agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed so long as (i) the assignee expressly assumes Seller’s payment and performance obligations under this Agreement, and (ii) Seller delivers evidence satisfactory to Buyer of the proposed assignee’s technical and financial capability to fulfill the assigning Party’s obligations hereunder.

### Permitted Transactions. Seller may sell, transfer or assign this Agreement or its interests in the Project on notice to Buyer but without Buyer’s consent if such sale, transfer or assignment is in connection with a Permitted Transaction, *provided that* any applicable Performance Security shall remain in place.

## Waiver

. No delay or omission by the Parties in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy nor shall it be construed as a bar to or waiver of any such right or remedy on any future occasion.

## Right of Waiver

. Each Party, in its sole discretion, shall have the right, but shall have no obligation, to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time; *provided*, *however*, that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. A Party’s exercise of any rights in this Agreement shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified.

## Forward Contract

. The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a “forward contract” within the meaning of the Bankruptcy Code and that Buyer and Seller are each “forward contract merchants” within the meaning of the Bankruptcy Code.

## Amendments

. This Agreement may be modified or amended only by an instrument in writing signed by the Parties.

## Entire Agreement

. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous discussions, agreements and commitments between the Parties with respect hereto and thereto, and any prior and contemporaneous confidentiality agreements executed by the Parties in respect of the transactions contemplated by this Agreement. There are no agreements or understandings between the Parties respecting the subject matter hereof or thereof, whether oral or written, other than those set forth herein or therein, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

## Status of the Parties

.

### Seller is an independent contractor and nothing contained herein shall be construed as constituting any relationship with Buyer other than that of purchaser and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Parties, including employer/employee, partners or joint venture parties.

### Each Party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Party as investment advice or as a recommendation to enter into this Agreement; it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. No communication (written or oral) received from the other Party shall be deemed to be an assurance or guarantee as to the expected results of this Agreement except as otherwise expressly set forth herein.

### Each Party is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement.

### Neither Party is acting as a fiduciary for or an adviser to the other Party in respect of this Agreement.

### Each Party is entering into this Agreement and any other documentation relating to this Agreement as principal (and not as agent or in any other capacity, fiduciary to otherwise).

## Expenses

. Each Party shall be responsible for its own costs and expenses (including the fees and expenses of its legal counsel) incurred in the preparation, review, execution and delivery of this Agreement, any Performance Security, and all related documents.

## Survival

. All provisions of this Agreement that either expressly by their terms survive or, by their nature are to survive or come into or continue in force and effect after the termination of this Agreement shall remain in effect and be enforceable following such termination.

## Further Assurances

. Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

## Headings

. The headings to Articles, Sections, Schedules, and Exhibits of this Agreement are for ease of reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein.

## No Rights in Third Parties

. This Agreement and all rights in this Agreement are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person.

## Simple Interest Payments

. Except as specifically provided in this Agreement, any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement will be eligible to receive, in addition to the outstanding and past due amounts, payment equal to the product of (i) the applicable outstanding and past due amount, (ii) the Interest Rate, and (iii) the number of days between the date due and the date paid.

## Severability

. The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

## Joint Effort

. Preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not be construed more severely against one of the Parties than against the other. Any rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments hereto.

## Remedies Cumulative

. Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Applicable Law.

**SCHEDULE 1**

**Definitions**

“Affected Party” has the applicable meaning set forth in Section 6.6.

“Affiliate” means, in relation to any Person, any entity controlled, directly or indirectly, by the Person, any entity that controls, directly or indirectly, the Person or any entity directly or indirectly under common control with the Person. For this purpose: “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of an entity, whether through ownership of voting securities, contract or otherwise.

“After-Tax Basis” means, with respect to any payment received or deemed to have been received by any Person, the amount of such payment (the “Base Payment”) supplemented by a further payment (the “Additional Payment”) to such Person so that the sum of the Base Payment plus the Additional Payment shall, after deduction of the amount of all taxes required to be paid by such Person in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account any current or previous credits or deductions arising from the underlying event giving rise to the payment, the Base Payment and the Additional Payment), be equal to the amount required to be paid to such Person. Such calculations shall be made on the assumption that the recipient is subject to Federal income taxation at the highest applicable statutory rate applicable to corporations for the relevant period or periods, is subject to state and local income taxation at the highest applicable statutory rates applicable to corporations doing business in the [relevant county][[4]](#footnote-5), if applicable, and shall take into account the deductibility (for Federal income tax purposes) of state and local income taxes.

“Agreement” has the meaning set forth on the Cover Sheet.

“Applicable Law” means any statute, law, treaty, rule, regulation, regulatory staff guidance, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Effective Date, and which becomes effective after the Effective Date; or any binding interpretation of the foregoing.

“Applicable Program” means each of the following: Oregon Public Utility Commission, Order No. 20-227, M-RETS requirements associated with Renewable Thermal Credits (RTCs) as defined in M-RETs, Washington State HB 1257 (2019-2020), the Washington Climate Commitment Act, SB 5126 and the Oregon Department of Environmental Quality Climate (DEQ) Protection Program, DEQ greenhouse gas reporting program and any additional program for which Buyer provides reasonable advance written notice, subject to Seller’s consents, not to be unreasonably withheld, and provided that the only reasonable basis for withholding consent would be that Seller’s obligations to ensure compliance with such new Applicable Program would be commercially unreasonable.

“Approvals” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority in order to obtain, produce, generate, own and transfer Product.

“Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. §§ 101 et seq.), as amended, and any successor statute.

“Biogas” means a mixture of carbon dioxide and hydrocarbons, primarily methane gas, released from the biological decomposition of organic materials.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day opens at 8:00 a.m. and closes at 5:00 p.m. local time for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, is the Party from whom the notice, payment or delivery is sent and by whom the notice or payment or delivery is received.

“Buyer” has the meaning set forth in the Cover Sheet.

“Certification Standard” means the standard of certification for RTCs identified on the Cover Sheet.

“Change of Control” means the occurrence of any one of the following events with respect to Seller or any direct or indirect owner of a majority of the ownership interests in Seller: (a) any transfer of a majority of the ownership interests in Seller or such owner; (b) any consolidation or merger of Seller or such owner in which such entity is not the continuing or surviving entity; or (c) any sale or conveyance of any direct or indirect ownership interest in Seller following which Seller’s Ultimate Parent Entity no longer, directly or indirectly, controls Seller; *provided*, *however*, that a Change of Control shall not be deemed to have occurred as a result of a Permitted Transaction.

“Claiming Party” has the meaning set forth in Section 5.1.

“Contract Price” has the meaning set forth in the Cover Sheet.

“Contract Quantity” means the quantity of Product to be Delivered during the Delivery Term identified on the Cover Sheet.

“Cover Sheet” means the Renewable Natural Gas Attribute Purchase and Sale Agreement Cover Sheet to which is attached the General Terms and Conditions, of which this Schedule 1 is a part.

“Cure Period” has the meaning set forth in Section 6.2.

“Defaulting Party” has the meaning set forth in Section 6.3.

“Deliver”, “Delivered”, “Delivering” or “Delivery” means the transfer of Product from Seller to Buyer by Seller’s delivery to Buyer of Product in accordance with the operating protocols of the Tracking System and the terms and conditions of this Agreement.

“Delivery Deadline” means the date(s) by which Delivery of the Product is to occur as identified on the Cover Sheet.

“Delivery Term” has the meaning set forth in the Cover Sheet.

“Early Termination Date” means the date for termination of this Agreement determined in accordance with Section 6.3.

“Effective Date” has the meaning set forth in the Cover Sheet.

“Environmental Attributes” means any and all environmental claims, credits, benefits, emissions reductions, offsets, and allowances attributable to the production of Renewable Natural Gas and its avoided emission of pollutants. Environmental Attributes include, but are not limited to, the avoided greenhouse gas emissions associated with the production, transport, and combustion of a quantity of Renewable Natural Gas compared with the same quantity of geologic natural gas, an estimated carbon intensity for the pathway utilized to produce, transport, and deliver Renewable Natural Gas to a retail natural gascustomer as required by the Certification Standard, and any other attributes required under the Certification Standard to generate RTCs. Environmental Attributes do not include: (a) the gas itself or the energy content of that gas; (b) any tax credits associated with the construction or operation of the Project, and any other financial incentives in the form of credits, reductions, or allowances associated with the production of Renewable Natural Gas that are applicable to a state, provincial, or federal income taxation obligation; (c) fuel- or feedstock-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the Project for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or (d) emission reduction credits encumbered or used by the Project for compliance with local, state, provincial, or federal operating and/or air quality permits.

“Event of Default” has the meaning set forth in Section 6.1.

“Force Majeure Event” has the meaning set forth in Section 5.2.

“Governmental Authority” means: (a) any federal, state, local, municipal or other governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; (b) any regulated utility or quasi-governmental agency with authority to establish rules or regulations that affect a Party’s performance under this Agreement; or (c) any court or governmental tribunal.

“Indemnified Party” has the meaning set forth in Section 7.1

“Indemnifying Party” has the meaning set forth in Section 7.1.

“Interest Rate” means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by Applicable Law.

“Internal Revenue Code” means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

“Loss” means an amount that the Non-Defaulting Party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with termination of this Agreement, including any loss of bargain, cost of funding or third party indemnity obligations. Loss includes (i) losses and costs (or gains) in respect of any payment or Delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the relevant Early Termination Date and not made, (ii) the cost to replace, and loss in value to the Non-Defaulting Party as a result of replacing, this Agreement with a replacement contract on similar terms with a price equal to the then-current market price, and (iii) penalties, fees, damages or other losses and costs that may be imposed by any Governmental Authority on the Non-Defaulting Party in connection with either the termination of this Agreement or any breach or Event of Default by the Defaulting Party on or before the relevant Early Termination Date. Loss does not include the Non-Defaulting Party’s legal fees and out-of-pocket expenses governed by Section 6.4. A Party will determine its Loss as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. A Party may (but need not) determine its Loss by reference to third-party quotations or forecasts of relevant prices and need not enter into a replacement contract.

“Non-Defaulting Party” has the meaning set forth in Section 6.3.

“Party” or “Parties” has the meaning set forth on the Cover Sheet.

“Performance Security” means the performance security, if any, identified on the Cover Sheet or subsequently requested pursuant to Section 3.9 securing performance and/or payment by Seller of its obligations or liabilities hereunder.

“Permitted Transaction” means any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests involving Seller or its Affiliates; *provided*, *however*, that Seller’s Ultimate Parent Entity retains the authority, directly or indirectly, to control Seller.

“Person” means any individual, partnership, corporation, association, business, trust, Governmental Authority or other entity.

“PGA Year” means the period from November 1of one year to October 31 of the next year, which is the period covered by Buyer’s annual PGA submitted to the Oregon Public Utility Commission.

“Product” means RTCs satisfying the Certification Standards and generated from the Projects identified on the Cover Sheet.

“Projects” means the facility or facilities identified on the Cover Sheet at which Biogas is produced, cleaned, conditioned, upgraded, purified, or processed to meet standards for injection to a natural gas common carrier pipeline as RNG.

“Renewable Natural Gas” or “RNG” means Biogas that is upgraded to meet natural gas pipeline quality standards such that it may blend with, or substitute for, geologic natural gas processed to meet pipeline quality standards or transportation fuel grade requirements.

“Renewable Thermal Credits” or “RTCs” means a unique representation of the Environmental Attributes associated with the production, transport, and use of one dekatherm of Renewable Natural Gas, subject to modification as applicable upon the modification of the Certification Standard pursuant to Section 1.10.

“Seller” has the meaning set forth in the Cover Sheet.

“Start Date” has the meaning set forth on the Cover Sheet.

“Tracking System” means the tracking system used to track ownership and transfers of RTCs identified on the Cover Sheet.

“Ultimate Parent Entity” means the entity identified on the Cover Sheet as Seller’s Ultimate Parent Entity.

Exhibit A

Seller is required to provide the following information to the Buyer annually by February 28th for purchase made in the previous calendar year. CI score is calculated using ORGREET and NWN can provide simplified ORGREET calculators to Seller for use.





1. Choose appropriate language and delete inapplicable language. [↑](#footnote-ref-2)
2. Use this language if Term is less than two (2) years. [↑](#footnote-ref-3)
3. Delete language if contract requires delivery of fixed volume. [↑](#footnote-ref-4)
4. Insert county of where Sellers headquarters are located. [↑](#footnote-ref-5)