

## LANDFILL GAS PURCHASE AGREEMENT

This Landfill Gas Purchase Agreement (hereinafter "Agreement") by and between the County of Will, Illinois, a political subdivision of the State of Illinois with principal offices at 302 N. Chicago Ave., Joliet, IL 60432 ("Will County") and WM Renewable Energy, LLC, a Delaware limited liability company authorized to do business in the State of Illinois with principal offices at 1001 Fannin Street, Suite 4000, Houston, Texas 77002 ("Developer") and Waste Management of Illinois, Inc., referred to herein as the "Operator" (collectively the "Parties") is made this 26th day of March, 2010.

WITNESSETH:

WHEREAS, Will County is the owner of the Will County Landfill, also known as the Prairie View Landfill, located at 29755 S. Prairie View Drive, Wilmington, Illinois; and

WHEREAS, the Landfill (hereinafter defined) generates Landfill Gas (hereinafter defined), produced from the decomposition of refuse within the Landfill and consisting primarily of methane and carbon dioxide; and

WHEREAS, Will County owns the Landfill Gas produced from the Landfill; and

WHEREAS, Operator has constructed, and operates and maintains the Landfill Gas Management System (hereinafter defined) in accordance with that Host Agreement, including all costs associated therewith; and

WHEREAS, Developer (hereinafter identified) is an affiliate of Operator that is agreeing to cooperate with Operator in fulfilling its obligations pursuant to the Host Agreement; and

WHEREAS, Section 1.1 of the Host Agreement provides that, if Will County does not desire to develop a methane gas to electricity conversion plant fueled by methane gas extracted from the Landfill ("LFG") and Developer desires to develop said plant, then Will County and Developer shall enter into good faith negotiations with respect to the specifications and a revenue sharing agreement for such plant; and

WHEREAS, Will County does not desire to develop a methane gas to electricity conversion plant fueled by Landfill Gas and further agrees that Operator may act through its affiliated company, Developer, to develop the energy facility; and

WHEREAS, Operator wishes to construct a Renewable Energy Facility in cooperation with its affiliated company, Developer, and to purchase from Will County the Landfill Gas collected from the Landfill by Operator for use as fuel in such facility, and Developer further wishes to occupy and improve the Site as more fully described below, in accordance with the terms and conditions hereof and of that separate Lease which is attached hereto; and

WHEREAS, Will County adopted a resolution on February 17, 2010, selecting Operator and its affiliated company, Developer, to build, own and operate a methane gas to electricity conversion plant at the Landfill.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS

A. The following terms, when capitalized in this Agreement, shall have the meaning as hereinafter specified:

1. Availability Factor. The REF shall be designed with an Availability Factor of 90% or greater.
2. Commercial Operation. Operation of the Renewable Energy Facility under agreement(s) and terms that generate revenue from the delivery of Power Products to the grid, which status shall be memorialized in a notice delivered to Will County by Developer within five (5) days, noting the date and time at which delivery of Power Products begins.
3. Commercial Operation Date. The first day, after completion of performance testing, on which Developer begins Commercial Operation of the Renewable Energy Facility which date shall occur no later than December 31, 2011.
4. ComEd. Commonwealth Edison Company, the retail electricity distribution company whose principal business office is located in Chicago, Illinois.
5. Credit Enhancement. Cash or a letter of credit in the form specified in the Guaranty.
6. Delivery and Purchase Term. The term specified in Section II.A.
7. Department of Energy (DOE). United States Department of Energy.
8. Developer. WM Renewable Energy, LLC.
9. Force Majeure. Acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, hurricanes, floods, high-water washouts, explosions, which acts or events are not caused by the negligence or willful misconduct of the Party claiming a Force Majeure and which, by the exercise of commercially reasonable efforts, such Party is unable to prevent or overcome. Force Majeure shall not include increases in the costs associated with the construction or operation of Developer's or Operator's facilities or a change in market conditions which make

uneconomic the operation of Developer's or Operator's facilities or the sale of LFG, electricity or any component thereof.

10. Grant(s). (i) The United States Department of Energy (DOE) program and award made available to the REF project and referenced by Notice of Financial Assistance Award (ID No. EE0000823) and (ii) any other grant awarded by the DOE or any other entity.
11. Grid Interconnection. The equipment necessary to connect the REF to ComEd's electric distribution system for the purpose of delivering electric energy to a purchaser.
12. Guarantor. The issuer of a Guaranty whose long term unsecured debt is rated Baa3 or higher by Moody's or BBB or higher by S&P.
13. Guaranty. A guaranty in the form attached hereto as Attachment I.
14. Host Agreement. That certain Host Agreement and Agreement for Operation/Development of the Will County Landfill between Waste Management of Illinois, Inc. and Will County dated June 2, 1997, as amended on December 13, 2001, January 15, 2004 and as may be further amended.
15. Initial Startup Phase. That time after the Commercial Operation Date, if any, during which only two engine generators are operational.
16. Landfill. The solid waste disposal facility owned by Will County, known as the Will County Landfill, commonly known as the Prairie View Landfill, located at 29755 S. Prairie View Drive, Wilmington, Illinois.
17. Landfill Gas (LFG). Gas comprised primarily of methane and carbon dioxide, produced by digestion of organic matter in the Landfill under anaerobic conditions.
18. Landfill Gas Management System (LFGMS). The system of vertical wells, horizontal collection pipes, well heads, lateral connection pipes, headers, pumps, interconnections, valves, flares, meters, gauges, and electrical control systems, condensate removal and collection equipment, and other materials which are installed and operated by Operator at the Landfill and Developer at the Site to extract, collect, and manage LFG and convey it to the Point of Delivery, as the system exists as of the date hereof and as it may be modified or expanded from time to time, in accordance with the Host Agreement.
19. Lease. That certain Lease between Will County and Developer dated of even date herewith, attached hereto as Attachment D, related to the lease of the Site to Developer by Will County.

20. Moody's. Moody's Investor Services, Inc. or its successor.
21. PJM. Pennsylvania, New Jersey, Maryland Regional Transmission Organization.
22. Operator. Waste Management of Illinois, Inc., its successors and permitted assigns.
23. Point of Delivery. The physical connection of Landfill Gas piping between the LFGMS and the REF, depicted conceptually in Attachment A, where ownership of the LFG is transferred by sale from Will County to Developer.
24. Power Products. All electric energy generated by the REF and all other saleable products and environmental attributes associated with such electric energy, that are now in existence or come into existence in the future, including, but not limited to, electric capacity and Renewable Energy Certificates, but not including Tax Credits.
25. Premises. Premises shall have the meaning set forth in the Host Agreement and depicted on Attachment C hereto.
26. Property Rights. Those easements, rights of way and other interests in the Landfill provided for in Section III.B.
27. Prudent Utility Practice. Any of the spectrum of practices, methods, standards and acts engaged in or adopted by a significant portion of the electric power industry in the United States that, during the relevant period of time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by the REF's equipment suppliers and manufacturers, operational limits, and all applicable laws. Prudent Utility Practice is not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others but rather to be a spectrum of acceptable practices, methods, standards or acts.
28. Renewable Energy Facility or REF. The facilities constructed by Developer at the Site to generate electric energy from LFG, depicted in Attachment A, as more completely described in Article IV A 1.
29. Revenue Sharing Threshold. The value to be used for determining the portion of the revenue above a specified level received by Developer and payable to Will County in addition to monthly payment described in Article VIII, as shown on Appendix G.

30. S&P. The Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor.
31. Site. That certain real property consisting of approximately 2 acres of land on which the REF will be constructed, as generally described on Attachment B.
32. Tax Credits. Production tax credits under Section 45 of the Internal Revenue Code as in effect from time to time during the Term or any successor or other provision providing for a federal tax credit available to Developer in connection with the REF and any state tax credit available to Developer in connection with the REF.

B. The capitalized terms listed in this Article shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement but not listed in this Article shall have meanings as commonly used in the English language and, where applicable, in Prudent Utility Practice. Words not otherwise defined herein, that have well known and generally accepted technical or trade meanings, are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

1. The masculine shall include the feminine and neuter.
2. References to "Articles," "Sections," or "Attachments" shall be to articles, sections, or attachments of this Agreement.
3. The Attachments hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Attachment and the terms of this Agreement, the terms of this Agreement shall take precedence.
4. Unless expressly provided otherwise in this Agreement, (i) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.
5. Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

## ARTICLE II

### TERM, PAYMENT REOPENER

A. Initial Term. This Agreement shall become effective and binding upon the Parties on the date the last Party executes this Agreement. The Delivery and Purchase Term shall be the period commencing on the Commercial Operation Date and, unless terminated earlier pursuant to the terms of this Agreement, ending on the twentieth (20) anniversary of the Commercial Operation Date.

B. Term Not Changed for Expansion. Notwithstanding the Initial Term noted above, if the Parties agree to construct and install engine generators 5 through 8, the term for this Agreement shall expire as noted in Section II A above.

C. Extension of Term. The Term of this Agreement may be extended in a written amendment executed by the Parties.

## ARTICLE III

### LEASE AND AUTHORIZED USE

A. Lease of Site. Will County shall lease to Developer, and Developer shall lease from Will County, the Site pursuant to the terms of the Lease, Attachment D hereto, for the purpose of the construction and operation of the REF.

B. Property Interests. Will County shall grant to Developer those Property Rights which the Parties mutually agree are necessary and appropriate for Developer to perform its obligations under this Agreement; provided, that Will County has no obligation to grant any Property Right that may interfere with its or Operator's use, operation or maintenance of the Landfill or the production of LFG.

C. Utility Construction. Will County grants Developer the right to extend water, sewer, electric, telephone, and other utilities across the Premises of Will County to the Site, including such electric lines and related facilities as necessary to deliver electricity generated on the Site to the electric distribution system, which utilities shall be paid for by Developer.

D. Pipe to Deliver LFG. Will County grants Developer and Operator the right to construct piping from the LFGMS across the Premises, as defined by the Host Agreement, to the Site to deliver LFG to the REF at the Point of Delivery, which piping shall be paid for by Developer.

E. Pipe to Deliver Condensate. Will County grants Developer and Operator the right to construct piping from the Site across the Premises to deliver condensate generated by the conditioning or treatment of LFG to the leachate management system at a point satisfactory to Will County. Operator shall dispose of such condensate in its leachate management system at no cost to Will County.

## ARTICLE IV

### RENEWABLE ENERGY FACILITY

A. Description of REF. At no cost to Will County, Developer shall construct, own, operate and maintain a Renewable Energy Facility on the Site, to enable Developer to accept delivery of LFG purchased from Will County at the Point of Delivery, to generate electricity using the LFG as fuel, and to deliver the electricity to power distribution lines owned by ComEd or other available electricity distribution line owner. The REF shall have a nameplate capacity of 4.8 MW. The REF shall be capable of being expanded to 6.4 MW without expansion of the building. Further expansion is subject to the provisions set forth in Article VI below. A conceptual design is shown in Attachment A hereto, which conceptual design is shown for illustration only. The REF shall include, but shall not be limited to:

1. Piping, valves, connections, condensate knockouts, controls, and other equipment and materials necessary to convey LFG from the LFGMS to the Point of Delivery and convey LFG not used by Developer back to the LFGMS.
2. Piping, valves, connections, and other equipment necessary to deliver any LFG condensate generated by the REF to Landfill facilities for leachate and condensate management and disposal.
3. Fuel skid to dewater, filter, and compress the LFG and convey it from the Point of Delivery to the engine generators.
4. Gas treatment equipment as needed for the optimum financial and operational performance of the REF, to be provided at the sole discretion and cost of Developer, to clean up the LFG to improve performance or reduce maintenance of the engine generators.
5. Engine generators, Caterpillar G3520 or its equivalent, capable of using landfill gas as fuel to produce electricity.
6. Switch gear, transformers, and other equipment satisfactory for Grid Interconnection that will allow the safe delivery of electric energy produced by the engine generators into ComEd's electric distribution system or such other electric distribution that is available.
7. Various other piping, controls, HVAC, pumps, tanks, and equipment.
8. A building of sufficient size to accommodate up to four engine generators, switch gear, and fuel skid, as well as a public area for the safe viewing and accommodation of tours for educational or other purposes.
9. Office space, storage, shop, and restroom facilities incorporated within the building or provided in separate permanent or modular buildings.

B. Intention as to Size and Operation of REF. Developer and Will County desire to maximize the all year round, full-time operation of engines at full capacity by sizing the engines and addition of engines appropriately, utilizing all of the LFG that is available, consistently produced and measureable, and suitable for use in the engine generators, balanced with the revenues generated by the REF. The Parties intend that three engine generators with a total capacity of 4.8 MW shall be installed for the initial construction of the REF; however, depending on the quantity of gas flow, the Parties understand that only two engines may initially be operated. The Parties intend that, without advance notice and without following the procedures set forth in Article VI.A, Developer may add a fourth engine. The Parties also intend that, at full capacity, the REF may be capable of operating up to eight engine generators with a nameplate capacity of 12.8 MW but that such expansion will occur pursuant to the provisions of Article VI. The Parties also understand that a declining LFG production curve is anticipated at some point in the future and that engine generators will be removed from production when LFG declines.

## ARTICLE V

### APPROVALS, CONSTRUCTION, INITIAL START UP

A. Permits and Approvals. Before commencing construction on the Site, Developer shall conduct all relevant studies, and obtain and maintain, at no cost to Will County, all permits, licenses and other approvals required by applicable law and by the provisions of the DOE Grant program. By way of example and not by way of limitation, such permits, licenses and approvals are listed on Attachment E hereto. Throughout the course of construction and up to and including the commencement of Commercial Operation and thereafter during the Delivery and Purchase Term, Developer shall obtain and maintain at its cost all permits, licenses and approvals necessary for the operation and maintenance of the REF. At all times, the REF shall be designed, constructed, operated and maintained in compliance with all applicable laws, regulations and permits. Will County shall cooperate with Developer in reviewing and submitting permit applications. Developer shall provide copies of all permits to Will County.

1. Milestones.

- a. Within thirty (30) days after this Agreement is executed, Developer shall (i) pursuant to the requirements of 35 IAC Section 811 (Landfill Gas Management) and 35 IAC Parts 201 and 203 (Air Permits), submit a complete Construction Permit application for the REF to the Illinois Environmental Protection Agency (IEPA), (ii) submit an interconnection application to ComEd or any other appropriate owner of electric distribution facilities, and (iii) undertake any assessments, analyses, and evaluations Developer considers necessary to determine the size and number engine generators to be installed during the initial construction of the REF in accordance with Paragraph B of this Article.
- b. Developer will use its commercially reasonable efforts to timely move the design, engineering and construction schedules to be as streamlined as possible, including undertaking tasks on parallel development lines; provided that, after issuance of the



Construction Permit by the IEPA, Developer shall proceed with the design, construction, and commissioning of the REF in accordance with the following milestone schedule; provided, however, that Developer shall have no liability for failure to meet any milestone date except January 23, 2011 and December 31, 2011:

Days from Permit Issuance		Task
Start	Finish	
0	105	Engineering and bid level construction drawings
106	150	Prebid meeting, bid review, issue contracts
0	45	Issue purchase orders for major equipment, including engine generators, fuel skid, switch gear, transformers
150	330	REF construction
No later than January 23, 2011		Use of DOE funds for approved equipment purchases
No later than December 31, 2011		REF commissioning and commercial operation

- c. Developer will use its commercially reasonable efforts to timely move the design, engineering and construction schedules to be as streamlined as possible, including undertaking tasks on parallel development lines; provided that, after issuance of the Construction Permit by the IEPA, Developer shall proceed with the design, construction, and commissioning of the REF so that the Commercial Operation Date occurs no later than December 31, 2011. Developer may, at Developer's sole discretion and risk, initiate the engineering and procurement tasks prior to receipt of the Construction Permit, based on Developer's assessment of the probability of issuance of the Construction Permit.

B. Inspection of Site. Will County or representatives of the DOE or other administrative agencies shall have the right, but not the obligation, to inspect the Site during the course of construction and operation of the REF.

C. Maintenance of Site. Developer shall at all times maintain the Site and the REF in a clean and orderly condition in accordance with Prudent Utility Practices and all applicable laws, and shall be fully responsible for the proper disposal of all waste and debris generated at the Site, including the waste and debris generated by the REF.

D. Start-Up and Testing. Upon completion of construction, Developer shall perform start-up and performance testing of the REF, pursuant to a protocol for such testing to be delivered to Will County.

E. Title to and Removal of REF. Developer shall hold title to all moveable electrical equipment, structures and improvements erected, installed or constructed on the Site for the term of this Agreement.

## ARTICLE VI

### EXPANSION OR DECOMMISSIONING OF REF

A. Determining when to Expand. Developer and Operator, in cooperation, shall measure and monitor the total quantity of LFG collected at the Landfill, including separate measurement of the LFG consumed at the REF and the LFG destroyed in the flare. Operator shall report to Developer and Will County on a monthly basis the quantity of landfill gas destroyed in the flare, and Developer shall evaluate the costs and benefits of expanding the REF to Engines 5 through 8 no later than the time when the gas quantity reaches [80%] of the amount necessary to operate two additional engines. At any time during the term of this Agreement when the average monthly quantity of landfill gas destroyed in the flare exceeds the amount needed for the addition of two or more Caterpillar G3520 LE 1600-KW engine generators in addition to the originally authorized four engine generators, or in Developer's sole discretion, equivalent or more efficient units, for a continuous 6-month period, the Parties shall then determine, through negotiation, whether such expansion would be beneficial to both Parties and shall negotiate the terms applicable to such expansion, including without limitation any impact on the Revenue Sharing Threshold. If the Parties have agreed on all terms and conditions of an expansion beyond four (4) engine generators, but are unable to reach agreement on the consideration payable to Will County for LFG consumed by such additional engine generators or the Revenue Sharing Threshold, the Parties shall submit the determination of such compensation to mediation pursuant to Article VI.B. hereto. When the parties have agreed upon the terms applicable to an expansion, the Parties shall execute an amendment to this Agreement, reflecting the terms.

B. Negotiation, Mediation and Arbitration.

1. When the Parties Cannot Agree on Consideration to Will County. The Parties shall attempt in good faith to negotiate terms in connection with a proposed expansion of the REF beyond four (4) engine generators, including through negotiations between their respective executives as they deem necessary and appropriate. For purposes of this Article VI and all other negotiations or agreements between Parties to this Agreement, the "Parties" shall include only Developer and Will County and shall not include Operator. If the Parties have agreed on the terms and conditions of an expansion of the REF beyond four (4) engine generators, but are unable to agree through negotiation as described above on the consideration payable to Will County for LFG to be consumed or the Revenue Sharing Threshold, the Parties agree to try in good faith to settle their disagreement by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. If, after mediation, the Parties continue to disagree on the consideration payable to Will County for an expansion beyond four (4)

engine generators, either Party may initiate arbitration as set forth below. Each Party shall pay one-half of the cost of the mediation.

- a. Arbitration. If, through mediation as described above, the Parties are unable to agree on the consideration to Will County for an expansion of the REF beyond four (4) engine generators, at the election of either Party, by written notice to the other, the disagreement as to such consideration shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The subject matter of any such arbitration shall be limited to the consideration for the LFG consumed and the Revenue Sharing Threshold from the expansion beyond four (4) generators. The Party initiating such arbitration shall provide names of three potential arbitrators to the other Party, and the Party receiving the list of potential arbitrators shall, within ten (10) days notify the initiating Party whether any of the proposed arbitrators are acceptable, and, if not, shall identify three proposed arbitrators for consideration of the Party initiating the arbitration. If the Parties are unable to agree upon an arbitrator within 30 days, either Party may request that an arbitrator be appointed by the American Arbitration Association pursuant to its Commercial Arbitration Rules. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the arbitrator's decision shall be final and binding on the Parties. Each Party shall pay one-half of the cost of the arbitration.
- b. Settlement Discussions. The Parties agree that no statements of position or offers of settlement made in the course of the dispute resolution process described in this Article VI will be offered into evidence for any purpose in any litigation or arbitration between such Parties, nor will any such statements or offers of settlement be used in any manner against either Party, in any such litigation or arbitration. Further, no such statement or offers of settlement shall constitute an admission or waiver of rights by either Party in connection with any such litigation or arbitration. At the request of any Party, any such statements and offers of settlement, and all copies thereof, shall be promptly returned to the Party providing the same.
- c. Confidential Proceedings. The fact that any Party has initiated arbitration proceedings, communications related to such proceedings and the decision of the arbitrator shall be treated as confidential by the Parties to extent permitted by law, and the arbitrator shall make no disclosure of any such confidential information. At the request of any Party, any such statements and

offers of settlement, and all copies thereof, shall be promptly returned to the Party providing the same.

- d. Qualifications of Mediator and Arbitrator. Any mediator or arbitrator shall have expertise with respect to pricing of electric energy and LFG; shall not be a present employee of Will County, the Developer or the Operator nor shall she have been an employee of them within the last ten years; and shall not be a competitor to Developer in the LFG business or a competitor to the Operator or its business.

C. Developer's Obligation. Subject to the Agreement of the Parties as described above, Developer shall expand the capacity of Developer's Facility to receive and process LFG from the Landfill in accordance with Section VI A.

D. Obligation to Construct. Within twelve (12) months after this Agreement is amended to reflect an expansion of the REF beyond four (4) engine generators, Developer shall design, construct and commission the expansion. In the event of such an expansion of the REF, Developer shall be obligated to purchase and Will County shall be obligated to tender and deliver all LFG collected by Will County's facilities, up to the maximum quantity of LFG required by Developer for the operation of Developer's expanded facility at full capacity and consistent with good engineering practice. In such event, Developer shall pay Will County all payments due for increased consumption of LFG, and shall share with Will County increased revenues from the generation and sale of Power Products pursuant to the terms of Article IV of this Agreement.

E. Determining when to Decommission. Within six (6) months after Developer notifies Will County that Developer has determined, in its reasonable judgment, that the quantity of LFG required to operate the installed number of engine generators is no longer available from the Landfill, Developer shall remove in accordance with the Lease the engine generator and any equipment no longer required for its operation. In such event, Developer shall continue to pay Will County all payments due for LFG consumed by the REF, in decreasing amounts as warranted by the generation of LFG at the landfill, and shall share with Will County the revenues from the generation and sale of Power Products pursuant to the terms of Article IV this Agreement.

F. Other Renewables Permitted. The Parties agree that, if feasible and beneficial to the Parties, consideration of electricity production from solar, wind or other renewable technologies may be considered as an option in addition to the generation of electricity using LFG as fuel.

G. Right to Purchase upon Decommissioning. Upon expiration or earlier termination of this Agreement pursuant to Article IX, Will County shall have the option to purchase from Developer, the structures, fixtures and permanent improvements made to the Site, for the sum of \$ 20.00. Will County shall notify Developer of its intention to exercise such option no later than ten (10) days after such expiration or termination. For the purposes of this provision, the term fixtures does not include the engine-generator(s), fuel skid, or the switchgear which, at the time

of expiration or termination of this Agreement, may be purchased by Will County from Developer for an additional sum to be mutually agreed upon by the Parties. Will County shall notify Developer whether Will County wishes to purchase any of the permanent structures, fixtures or improvements within one hundred eighty (180) days after such expiration or termination and if Will County fails to so notify Developer within that period of time, then Will County shall be deemed to have notified Developer that Will County does not wish to purchase any such structures, fixtures or improvements. In the event that Will County purchases any of the permanent structures, fixtures and improvements, Developer shall deliver to Will County a bill of sale evidencing such purchase and any documents that must be recorded in connection with such transaction. If Will County does not purchase the structures, fixtures and improvements to the Site on or before the date of expiration or termination of this Agreement, Developer shall remove all such structures, improvements and equipment within the earlier of sixty (60) days after the date on which Will County advises Developer that Will County does not wish to purchase the structures, fixtures and improvements or two hundred forty (240) days after such termination or expiration, and pay Will County for any damage to the Site caused solely by such removal; provided, that if Will County so requests, Developer shall post, prior to commencing any removal of any equipment, improvements or structures, a surety bond or letter of credit in the amount of Five-Hundred-Thousand dollars (\$500,000) securing its obligation to pay Will County for any damage to its Site.

## ARTICLE VII

### OPERATION

A. Developer Documents Developer shall prepare and submit for approval to Will County the following documents prior to Commercial Operation. Will County shall promptly review, provide comments as necessary and Developer shall address such comments promptly. The following documents shall be updated as necessary. Developer, at least annually, shall submit changes to Will County for review and approval, or, if no changes are warranted, submit a letter stating so on an annual basis:

1. An **Operation and Maintenance Manual** that shall detail the regular maintenance tasks, schedules and procedures for all systems of Developer's facilities, including, but not limited to, meters, engines, transformers, transmission lines, interconnections, piping, alarms, fire detection systems and other essential components of the REF. Developer's staff shall at all times adhere to the tasks, schedules and procedures set forth in said manual.
2. A **Health and Safety Plan** consistent with applicable laws, rules and regulations governing workplace safety, including procedures to be followed in the event of emergency or imminent threat to facility personnel or the environment, and lists of contacts for emergency services and Landfill representatives. Developer's staff shall at all times adhere to the provisions and procedures of said Health and Safety Plan.
3. A **Staffing Plan** setting forth the permanent and part time job descriptions of Developer's staff, including responsibilities and ordinary work hours.

The Staffing Plan shall designate a Facility Manager who shall be available by telephone or mobile phone to Will County's representatives and any agency representative and who will be responsible for responding to any emergency on a 24-hour per day basis

4. **A Plant Shutdown and Restart Notification Plan** setting out the circumstances when Developer must notify Will County of shutdowns and startups of the REF, the timing and content of such notices, the recipients of such notices, and the manner of delivery of such notices.

B. Tours of the REF. Developer shall cooperate with Will County in connection with the scheduling of tours of the REF and shall provide brochures and guided access to the REF and its employees, subject to Developer's safety policies and procedures and provided that any such tours shall be scheduled so as not to interfere with Developer's operation and maintenance of the REF.

C. Record Keeping. Developer shall keep and maintain accurate records of electric power generation and sales, to include contracts and purchase agreements and shall make such records available for the inspection of Will County upon reasonable notice throughout the term of this Agreement.

D. Mutual Cooperation. Upon request, the Parties hereto shall use commercially reasonable efforts to support and assist one another in the acquisition of any required permit or authorization and in the resolution of problems that may arise in the delivery and acceptance of LFG. Such support shall include, without limitation, participation in regulatory proceedings and provision of information concerning each party's operations. When Will County's approval is required pursuant to this Agreement, such approval shall not be unreasonably withheld and the County shall respond in a timely manner.

## ARTICLE VIII

### PAYMENTS

A. Purchase Obligation. Commencing upon the Commercial Operation Date and continuing until the expiration or early termination of the Delivery and Purchase Term, Developer shall purchase from Will County, all LFG extracted from the Landfill and tendered to Developer, as required from time to time to operate the REF under normal operating conditions and consistent with Prudent Utility Practices.

B. Delivery Obligation. Subject to permit conditions applicable to the Landfill and consistent with the Host Agreement, commencing upon the Commercial Operation Date and continuing until the expiration or early termination of the Delivery and Purchase Term of this Agreement, Will County shall tender or deliver to Developer all LFG extracted from the Landfill up to the maximum quantity required by Developer for the operation of the REF at full capacity under normal operating conditions consistent with Prudent Utility Practices.

C. Point of Delivery. The Point of Delivery for all LFG sold hereunder shall be at the interconnection between Developer's facilities and the LFGMS as depicted on Attachment A.

Title to and control and possession of the LFG sold hereunder shall pass to Developer at and from such Point of Delivery. For purposes of audit only, and not for purposes of revenue sharing, the Developer shall install a gas meter at the Point of Delivery from which gas flow quantity and quality may be measured or quantified by Developer, and audited by Will County, consent for such audit for any reasonable purpose to be granted.

D. Suspension of Delivery Obligations. Will County's delivery obligations shall be suspended when the Landfill is closed or not in full operation in accordance with the terms of the Host Agreement or when there is: (I) a Force Majeure affecting Will County or Developer; or (ii) a scheduled outage of all or a portion of the Landfill Gas Management System affecting the Operator.

E. Consideration for Landfill Gas Purchased by Developer. Commencing on the Commercial Operation Date, Developer shall pay Will County the following consideration for LFG purchased hereunder as follows:

1. Developer shall convert the LFG to electricity in the REF and deliver electricity to ComEd's meter.
2. Developer shall keep a log of the amount of electric energy delivered to ComEd and sold to a third party each month.
3. Each month during the Term, Developer shall pay to Will County an amount equal to the product of Twelve Dollars (\$12.00) multiplied by the number of megawatt hours of energy generated by the first four engine and generator sets that comprise the Facility and sold to a third party each month, as shown on the statement received by Developer from such third party purchaser. If the Facility is expanded beyond four engine generator sets, the amount payable to Will County as consideration for LFG consumed by any additional engine generator sets shall be negotiated by the Parties pursuant to Article VI.

F. Combustion of Landfill Gas Not Utilized by Developer. Operator, in accordance with its obligations under that separate Host Agreement, shall combust by flare all LFG which is not utilized by Developer and shall continue to be responsible for all costs, payments and penalties associated with flaring of LFG and with the proper construction, expansion, operation, maintenance and monitoring of the LFGMS.

G. Disclaimer of Warranties. Will County makes no warranties as to the quality or quantity of the LFG to be delivered to Developer hereunder. **THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND DO NOT APPLY TO THE LFG SOLD HEREUNDER.**

H. Electric Sales and Revenue Sharing.

1. Revenue Sharing Threshold. Developer shall keep good and accurate records of all sales of Power Products generated at the REF. Each month during the Term, Developer shall pay to Will County an amount equal to Fifty Percent (50%) of the total revenues received above the applicable Revenue Sharing Threshold shown on Attachment G, from all sales of electric energy sold during such month and from sales of all other Power Products associated with such electric energy, which payment shall be calculated as follows. Developer shall calculate the total amount received for sales of Power Products for the month and divide that total by the number of megawatt hours of electric energy sold during the month. If the quotient of the foregoing calculation exceeds the Revenue Sharing Threshold, Developer shall pay to Will County Fifty Percent of the amount by which the quotient exceeds the Revenue Sharing Threshold. If Developer sells Power Products associated with electric energy sold in any month during a month occurring after the month in which the electric energy is sold, the Developer shall recalculate the revenue sharing payment due for the month in which the electric energy was sold and pay any additional amounts due to Will County for such month. The Revenue Sharing Threshold applicable to electric energy generated by engine generator sets added to the Facility in an expansion beyond the initial four engine generator sets shall be negotiated by the Parties pursuant to Section VI A.
2. Tax Credits. Developer shall be entitled to any and all Tax Credits available to the REF and Will County shall have no claim to any Tax Credits or any benefits associated with such Tax Credits.
3. Power Product Sale Plan. Developer shall provide Will County with a plan for the sale of Power Products not less frequently than on the anniversary date of the Commercial Operation Date. Not later than the Commercial Operation Date, Developer shall provide Will County with copies of all contracts or other agreements executed by Developer for the sale of Power Products. Thereafter, Developer shall provide copies of any subsequent or additional agreements, including renewals, prior to the commencement date of said agreements. At the request of Will County, Developer shall provide to Will County records, data logs, receipts and correspondence to establish the amount of Power Products sold pursuant to said agreements and the revenues received from said sales. Notwithstanding anything to the contrary provided herein, Developer shall have no obligation to provide Will County with any of the foregoing documents or information which are deemed confidential or proprietary by Developer or by a counterparty of Developer; provided, however, that nothing herein shall negate Will County's obligations to provide information to the public pursuant to Illinois statutes.



4. Sales to Operator. Developer may, but shall have no obligation to, sell electric energy produced by the REF for consumption at the Landfill at a per-megawatt-hour price equal to the average per-megawatt-hour price received by Developer for the sale of such electricity to other purchasers during the month in which the electric energy is delivered to the Landfill, solely for purposes of calculating consideration paid hereunder to Will County, such price shall be adjusted to reflect the additional revenue actually generated by the sale of other Power Products associated with electric energy delivered to the Landfill (by way of example and not by limitation Capacity or RECs) to other parties; provided, however, that any such sale of electric energy shall be subject to the availability of such electricity for sale by Developer, subject to Developer's contractual obligations to third parties, and subject to applicable laws and regulations and any additional cost shall be borne by the Developer. References to sales of electric energy by Developer or sales of Power Products where that term includes electric energy are intended to include sales of electric energy by Developer to Operator.
5. Electric Metering. The electric energy generated by the Facility and sold by Developer shall be measured by meters installed pursuant to Developer's interconnection agreement. The Parties acknowledge that amounts payable to Will County under this Agreement will be calculated based on billing statements received by Developer from the purchaser of the electric energy generated by the Facility.
6. Proprietary Data and Information. Each Party shall hold confidential, pursuant to the provisions of the Illinois Freedom of Information Act, the Open Meetings Act, and any other public law concerning the release of information to the public, information and data regarding sale of Power Products deemed proprietary by Developer. Developer shall hold harmless Will County and provide for the cost of defense of any challenges to the withholding of any data and information deemed to be proprietary by Developer.
7. Payment Terms and Provisions.
  - a. Base Payment. Unless otherwise agreed in a written protocol between the Parties, on or before the tenth (10<sup>th</sup>) business day after Developer receives payment for the quantity of electric energy sold in each calendar month, Developer will send a statement to Will County, setting forth the amount of electric energy and capacity sold to a purchaser during the immediately preceding month multiplied by the applicable price. The form of this statement shall be subject to the mutual agreement of Will County and Developer.
  - b. Developer Statement of Monthly Revenue. After Developer obtains metering data and other relevant documents showing the

quantity of electric energy sold in each calendar month, Developer shall prepare for submission to Will County a statement setting forth the amount of electric electricity sold in such calendar month, the price(s) at which the electricity was sold, any RECs sold with their respective prices, any capacity credits sold, together with a statement of all revenues received by Developer from the sale of Power Products in the immediately preceding calendar month, itemized by contract and commodity, and a statement of the share of revenue due to Will County pursuant to this Agreement. The form of this statement shall be subject to the mutual agreement of Will County and Developer.

- c. Payment. Developer shall pay to Will County, payable to the Will County Treasurer, the amounts set forth in the Gas and Electricity Statements on or before the 30<sup>th</sup> day of the month after the month covered by such statement.
  - d. Errors in Billing. If either party hereto shall find at any time within two (2) years after the date of any payment hereunder that there has been an overpayment or an underpayment to Will County, the party finding the error shall promptly notify the other Party in writing. In the event of an underpayment to Will County, Developer shall pay the amount due Will County within thirty (30) days of the date of the notice of error. In the event of an overpayment to Will County, Will County, at its option, either shall credit the amount of the overpayment against amounts due from Developer under this Agreement, or shall pay the amount due Developer within thirty (30) days of the date of the notice of error.
  - e. Late Charges. Late charges shall accrue on any amount not paid on or before the due date therefore at a rate equal to two percent (2%) per month or any portion thereof.
  - f. Annual Statements. Developer shall provide to Will County, an annual statement showing the monthly quantities of Power Products sold, and identifying the contracts and other arrangements under which the sales were made. The statement shall also list the monthly revenues generated from each of the Power Products sold. The annual statement shall also report to Will County the annual depreciation claimed for the REF.
8. Audit of Developer Records. Will County or its authorized representatives shall have the right to audit Developer's records with respect to the operation of the REF and the sale of Power Products, at reasonable intervals. Any such audit shall be conducted during business hours and in such a manner as to not unreasonably interfere with Developer's ongoing operations.

9. Project Modification. If, at a future time, the Parties agree that the value of the LFG applied to another use would be more valuable, then the project contemplated by this Agreement may be modified by mutual agreement, to substitute such other use for the generation and sale of Power Products, subject to negotiation and execution by the Parties of an agreement containing applicable terms and conditions.

## ARTICLE IX

### DEPARTMENT OF ENERGY GRANT

A. The Parties acknowledge that prior to the execution of this Agreement, Will County has received a Notice of Financial Assistance Award (ID No. EE0000823) from the United States Department of Energy (DOE), incorporated herein by reference, for the development of a LFG Utilization Project at the Will County Landfill (the Grant), which award provides that the financial assistance shall be awarded to Will County as recipient, and shall be calculated as a percentage of the total eligible costs of the project, as defined in the applicable program regulations. (Contract award documents with DOE are attached as Attachment F). It is the intent of the Parties hereto that Developer shall be responsible for providing the Recipient Share of project costs, which includes necessary modifications to the Landfill Gas Management System, as shown in the Cost Sharing provision of the subject Grant Notice of Financial Assistance Award.

B. The Parties further acknowledge that the payments set forth in this Agreement were negotiated with the knowledge of the Grant and with the understanding that the Parties would comply with the applicable rules and requirements of the DOE with respect to the calculation of the Grant and the award and disbursement of Grant funds. The terms and conditions associated with the payment of and reporting of the use of Grant funds will be attached hereto as Attachment F, and as amended from time to time.

C. It is the intent of the Parties that Developer shall serve as a subcontractor or subawardee to Will County with regard to and pursuant to the rules of the DOE Grant program and that additional requirements for administration of the Grant will be memorialized in a Subaward Agreement Between Will County and Developer in conformance with the Will County Policy on Federal Funds Award Compliance.

D. Developer shall be responsible for the preparation and timely submission of all applications, forms, reports, assessments, disclosures, records, certifications and other information required from a subcontractor to Will County, as Grant recipient, by the DOE pursuant to the Grant program. Will County shall be responsible for the preparation and timely submission of all applications, forms, reports, assessments, disclosures, records and certifications and other information required from a Grant recipient by the DOE, pursuant to the Grant Program.

E. The Parties further acknowledge and agree that the calculation of the Grant award shall be made by the DOE on the basis of the information submitted by Will County and by Developer with respect to the actual cost of the project, together with such other information as the Grant program may require, and that the Cost Sharing figures set forth in the Notice of

Financial Assistance Award are preliminary and are based upon estimates made prior to the selection of Developer as contractor. The Parties hereby agree to abide by the final calculation of the Grant award by the DOE, subject to their respective rights to challenge and appeal any determination by the DOE pursuant to the rules of the Grant program.

F. Grant funds shall be requested by Will County and disbursed to Developer, within thirty (30) days of receipt of such funds, as reimbursement for Developer's project costs in the amount allowable and authorized by the Grant, upon receipt of required documentation from Developer, but not before the Commercial Operation Date.

G. The Parties further acknowledge that Will County will continue to seek further grants as appropriate for the REF, which shall reduce the Revenue Sharing Threshold calculation for the project.

H. The Parties further acknowledge that grants may be available to Developer or Operator, that Developer or Operator will actively pursue such grants, and that, if such grants are received, the sums shall be treated in the same manner as those awarded to Will County.

## ARTICLE X

### DEVELOPER'S CREDIT SUPPORT

A. On or prior to the date first written above, Developer shall deliver to Will County a Guaranty in substantially the form in Attachment I hereto, and shall thereafter maintain such Guaranty until this Agreement is terminated or the Delivery and Purchase Term expires, unless Credit Enhancement has been posted and maintained in accordance with the terms of the Guaranty. Developer shall notify Will County promptly of any adverse material change in the financial condition of Developer's Guarantor. Will County shall provide timely Notice to Developer of (i) any demand for payment made pursuant to the Guaranty or any default under the Guaranty and (ii) any demand that Developer's Guarantor post Credit Enhancement under the terms of the Developer Guaranty. Will County may apply any amount received pursuant to the Developer Guaranty or from any Credit Enhancement to pay amounts due from Developer but not paid in accordance with the terms of this Agreement.

## ARTICLE XI

### COMPLIANCE WITH LEGAL REQUIREMENTS

A. Permits, Rules and Regulations. Developer shall at all times construct, operate and maintain the REF in compliance with all applicable Federal, State and local laws, rules and regulations, including the conditions of applicable grant awards and applicable permits issued pursuant to said laws, provided, however, that nothing herein shall preclude a Party from contesting in good faith the applicability or enforcement of any such law.

B. Wage Compliance. Developer shall comply with all applicable prevailing wage provisions, if any, under any federal or state laws as well as any and all other applicable wage and work place provisions under state and federal law; provided, however, that nothing herein shall preclude the Developer from contesting in good faith the applicability or enforcement of any such law.

C. Federal Requirements. The Parties acknowledge that acceptance of the DOE Grant may result in the construction and operation of the REF being subject to additional requirements specified in the DOE Grant, related agreements and applicable law.

## ARTICLE XII

### INDEMNIFICATION & INSURANCE

A. Indemnification. Developer agrees to indemnify, hold harmless and defend Will County, its agents, servants, and employees, and each of them against and hold them harmless from and against any and all lawsuits, claims, demands, liabilities, losses, and expenses (including court costs, litigation expenses and attorney's fees) for or on the account of any injury to any person or any death at any time resulting from such injury, or any damage to property or the environment, or any other damage of any type, kind or sort which may arise or which may have been alleged to have arisen out of or in connection with the construction and operation of the Renewable Energy Facility, as well as in connection with the rendering by Developer of all other services and performance of all tasks and obligations set forth in this Agreement.

B. Insurance. Developer shall purchase and maintain such insurance during the Term that shall satisfy the conditions and amounts set forth in Attachment H (which is attached hereto and incorporated herein by this reference).

C. Adjustment of Insurance Coverage. So as to ensure maintenance of adequate levels of future insurance coverage for the term of this Agreement, Developer shall adjust and increase such levels of insurance coverage outlined above as necessary during each five (5) year period included in this Agreement to account for increases in the CPI-U-US Price Index over the preceding five (5) years.

D. Certificates of Insurance. Developer agrees that with respect to the above-required insurance, certificates of insurance shall:

1. name Will County as additional insured as its interest may appear;
2. provide Will County with ninety (90) days advance notice, in writing, of any proposed policy change;
3. be delivered by the Developer to the offices of:

Will County Executive  
Will County Office Building  
302 North Chicago  
Joliet, Illinois 60432

Waste Services Director  
Will County Land Use Department  
58 E. Clinton Street  
Joliet, Illinois 60432

E. Developer Responsibility. Developer shall assume responsibility for the full and complete performance of all services and obligations made incumbent upon it by the terms of this Agreement and by all relevant and/or applicable federal, state and/or local statutes, laws, regulations, rules, directives, ordinances and mandates. Will County shall thus consider Developer to be the point of contact with regard to any and all claims, demands, insurance,

financial responsibility, coverage, indemnity and payment issues or other matters which may from time to time arise (including payment of any and all fees and charges due and owing from Developer to Will County) pursuant to the terms and conditions of this Agreement.

F. Third Party Claims. Promptly after receipt by Will County hereto of notice of any claim, action, suit or proceeding by any person who is not a party to this Agreement (collectively, an "Action") which is subject to indemnification hereunder, Will County (the "Indemnified Party") shall give reasonable notice to the Developer (the "Indemnifying Party"). At the sole expense and liability of the Indemnifying Party and within a reasonable time after giving of such notice by the Indemnified Party, the Indemnifying Party shall: (i) notify the Indemnified Party in writing of the Indemnifying Party's intention to assume the defense of such action and (ii) retain at its sole expense legal counsel reasonably satisfactory to the Indemnified Party to conduct the defense of such Action. The Indemnified Party, at the Indemnifying Party's expense, shall cooperate with the Indemnifying Party in the defense, compromise or settlement of any such Action as the Indemnifying Party may reasonably request. If the Indemnifying Party so assumes the defense of any such Action, the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but the fees and expenses of such counsel shall be the expense of the Indemnified Party. The Indemnified Party shall not settle or compromise any such Action for which it is entitled to indemnification hereunder without the prior written consent of the Indemnifying Party, unless the Indemnifying Party shall have failed, after reasonable notice thereof, to undertake control of such action in the manner provided for in this Agreement. The Indemnifying Party shall not settle or compromise any such Action in which any relief other than the payment of money damages is sought against the Indemnified Party unless the Indemnified Party consents in writing to such compromise or settlement.

G. Developer's Obligation to Rebuild. Upon the occurrence of a casualty, Developer shall immediately take all necessary actions to file a claim with the insurance carrier. Upon payment of the claim, Developer shall undertake to promptly rebuild the REF, unless, after consultation with Will County, Will County and Developer mutually agree to terminate this Agreement.

## ARTICLE XIII

### TAXES, UTILITIES

A. Taxes. Developer shall pay all applicable property taxes assessed and due on the Site and REF.

B. Utilities. Developer shall pay all bills for water, sewer, telephone, electric and other utilities due and owing for the use of the Site. In the event Developer fails to pay any such bill at the time it becomes due, Will County may, but shall not be obligated to pay said bill. In such event, Will County shall bill Developer for such payment and Developer shall reimburse Will County for such payment within ten (10) days after receipt of notice of the payment.

## ARTICLE XIV

### ASSIGNMENT

This Agreement may not be assigned by either party without the prior approval of the other party, provided, however, that Will County may assign this Agreement to a purchaser of all of Will County's interest in the Landfill, or to an entity that is owned by, or under common control of, or ownership with Will County, and provided that any such permitted assignee agrees in writing to be bound by the terms and conditions hereof. Notwithstanding the above, Developer may assign, with Will County's prior written approval, its rights and obligations hereunder to a another party of all of Developer's interest in the REF, provided that such proposed assignee accepts assignment of all of Developer's rights and obligations under this Agreement and that contract or contracts pursuant to which Developer sells the LFG purchased hereunder to a third party or the electricity generated using LFG purchased hereunder as fuel, and such other party posts a Guaranty. Will County may disapprove an assignee proposed by Developer hereunder if (a) Will County determines in its reasonable judgment that the proposed assignee lacks the technical or financial capability to perform Developer's obligations hereunder; or (b) Will County determines in its reasonable judgment that the proposed assignee possesses characteristics such that Will County might be adversely affected if the proposed assignee owned and operated Developer's facilities which are located on Will County's property. All covenants, terms, conditions and provisions of this Agreement shall be binding upon the parties hereto and shall extend to and be binding upon the successors and permitted assigns of the parties hereto.

## ARTICLE XV

### FORCE MAJEURE

In the event that either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, it is agreed that upon such Party giving notice and reasonably full particulars of such Force Majeure in writing or by telefax or electronic mail to the other Party as soon as possible after the occurrence of the Force Majeure relied on, then the obligations of the Party giving such notice other than the obligation to make any payment due hereunder, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch.

## ARTICLE XVI

### EVENTS OF DEFAULT, TERMINATION, DAMAGES

A. Default by Developer. Subject to the opportunity to cure provided in subsection D below, the following shall constitute events of default with respect to Developer if such events occur for reasons other than the occurrence of an event of Force Majeure, an act or omission of Will County or the quality or quantity of LFG delivered to Developer by Will County:

1. The REF has not achieved Commercial Operation by the December 31, 2011; or

2. After Commercial Operation of the REF, Developer discontinues its operation of the REF for a period in excess of one hundred eighty (180) days; or
3. Developer fails to make any payment to Will County pursuant to this Agreement on or before the due date for such payment; or
4. Any representation or warranty made by herein by Developer shall have been false in any material respect when made; or
5. Developer (i) files a petition in bankruptcy, reorganization or similar proceedings under the bankruptcy laws of the United States, (ii) has filed against it a petition in bankruptcy, reorganization or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) days after the filing of the petition, (iii) is adjudicated bankrupt under the bankruptcy laws of the United States, (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction, (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors, (vii) has its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days, or (viii) is dissolved or liquidated; or
6. Developer fails to timely perform any material obligation under this Agreement that is not described above.

B. Default by Will County. Subject to the opportunity to cure provided in subsection D below, the following shall constitute events of default with respect to Will County if such events occur for reasons other than the occurrence of an event of Force Majeure or an act or omission of Developer:

1. Will County fails to timely perform or observe any material obligation pursuant to this Agreement;
2. Will County (i) files a petition in bankruptcy, reorganization or similar proceedings under the bankruptcy laws of the United States, (ii) has filed against it a petition in bankruptcy, reorganization or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) days, (iii) is adjudicated bankrupt under the bankruptcy laws of the United States, (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction, (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors, (vii) has its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) days, or (viii) is dissolved or liquidated; or
3. Any representation or warranty made by herein by Will County shall have been false in any material respect when made.



C. Notice of Default. The party in default under this Agreement shall be referred to as the "Defaulting Party," and the other Party shall be referred to as the "Non-Defaulting Party." The Non-Defaulting Party shall have the obligation to give the Defaulting Party a written Notice of Default, which shall describe the default in reasonable detail and state the date by which the default must be cured.

D. Opportunity to Cure. In the case of a failure to make a payment hereunder when due, the Defaulting Party may cure the default twenty (20) days after the Defaulting Party's receipt of a Notice of Default by payment of the full amount due plus interest as provided in Section VIII.H.7.e from the date due until paid. In the case of all other defaults, the Defaulting Party shall cure the default within thirty (30) Days after receipt of Non-Defaulting Party's notice of Default, except where the default cannot be cured within thirty (30) Days, in which event, if the Defaulting Party begins steps to cure the default within the thirty (30) day cure period and thereafter pursues a cure with reasonable diligence until a cure is effected, the Notice of Default shall be inoperative, provided, however, that any such default must be cured no later than one-hundred-eighty (180) days after the Defaulting Party's receipt of the Notice of Default. If, within the specified cure period, the Defaulting Party does not cure the default or begin to cure the default as provided above, the Non-Defaulting Party may terminate this Agreement after the applicable cure period and during the continuation of the event of default by giving notice to the Defaulting Party designating the date of termination and delivered to the Defaulting Party pursuant to Article XVII no less than ten (10) Days before the termination date. In addition to the right to terminate this Agreement, the Non-Defaulting Party shall be entitled to all available remedies at law and equity, subject to the limitation on damages set forth in Section E.

E. Limitation on Damages. The damages available to either Party hereunder shall be limited to actual direct damages, and neither Party shall be liable to the other Party for indirect, incidental, consequential or special damages.

## ARTICLE XVII

### NOTICES

Except as otherwise provided in this Agreement or agreed to by the Parties with respect to operating matters such as shutdown notices, all notices, requests, demands and other communications with respect to the transactions described in this Agreement shall be in writing, shall be sent (a) by first class U.S. Mail, return receipt requested, (b) by private courier service, (c) by in-person delivery, or (d) by facsimile and shall be deemed to have been properly given upon actual receipt as shown by a receipt signed by the recipient and provided by the entity delivering the notice, or in the case of delivery by facsimile, by notice of receipt automatically created by the sending facsimile machine, provided that such automatic receipt is promptly delivered to the Party receiving the notice by one of the means other than facsimile provided for in this Article XIII. Notices shall be delivered to the Parties at the following addresses:

To Will County:                      Will County Executive  
   Will County  
   302 N. Chicago Ave.  
   Joliet, IL 60432

With a copy to: Will County State's Attorney  
Office of the Will County State's Attorney  
Will County Court Annex  
57 N. Ottawa Street  
Joliet, IL 60432

To Developer: Paul Pabor  
WM Renewable Energy LLC  
1001 Fannin Street, Suite 4000  
Houston, TX, 77002

With a copy to: Gas Plant Operator  
29755 S. Prairie View Drive  
Wilmington, Illinois IL

Either party may change a recipient of notices or the address to which notices are to be delivered by providing notice to the other party in accordance with this Article XIII.

## ARTICLE XVIII

### REPRESENTATIONS AND WARRANTIES

A. Will County. Will County hereby represents, warrants and covenants to Developer, as of the date of execution of this Agreement, that:

1. Will County has not entered into any other agreements with respect to the LFG that is the subject of this Agreement or with respect to any of the other rights conveyed to Developer pursuant to this Agreement;
2. Title to the LFG sold to Developer pursuant to this Agreement shall be conveyed to Developer free and clear of all liens and encumbrances;
3. Will County is a political subdivision of the State of Illinois, duly organized, validly existing and in good standing under the laws of the State of Illinois and has the power to carry on its business as it is contemplated to be conducted under this Agreement;
4. The execution, delivery and performance by the Will County of this Agreement is within the legal powers of Will County, have been duly authorized by all necessary action of Will County's Board, and does not violate any Applicable Law, the charter of Will County, or the terms of any agreement to which Will County is a party;
5. There are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and

6. To its knowledge, there are no actions, proceedings, judgments, rulings or orders, issued by or pending before any court or other governmental body that would materially adversely affect its ability to perform its obligations pursuant to this Agreement.

B. Developer. Developer hereby represents, warrants and covenants to Will County, as of the date of execution of this Agreement, that:

1. Developer is a limited liability company duly organized and validly existing under the laws of the State of Delaware and is good standing under the laws of the State of Delaware and has the power to carry on its business as it is contemplated to be conducted under this Agreement;
2. The execution, delivery and performance by Developer of this Agreement is within the limited liability company powers of Developer, have been duly authorized by all necessary limited liability company action, and do not violate any applicable law, the terms of the articles of organization of Developer, or the terms of any agreement to which Developer is a party;
3. There are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and
4. To its knowledge, there are no actions, proceedings, judgments, rulings or orders, issued by or pending before any court or other governmental body that would materially adversely affect its ability to perform its obligations pursuant to this Agreement.

## ARTICLE XIX

### MISCELLANEOUS

A. Amendments. This Agreement may be amended only by a written agreement signed by both parties.

B. Recording. At Developer's option and sole expense, Developer may record a memorandum of this Agreement containing only that information required by statute in the land records Office of the County of Will, State of Illinois.

C. Conflict. To the extent of any conflict or inconsistency, Operator acknowledges and agrees that Developer's right to use the Site as contemplated herein and in the Lease is superior to Operator's right to use that same land pursuant to the terms of the Host Agreement, and that Operator shall not unreasonably interfere with the activities permitted under the terms of the Lease.

D. Choice of Law and Venue. This Agreement shall be construed under the laws of the State of Illinois. Unless otherwise agreed by the Parties in writing, all disputes arising under this Agreement shall be adjudicated in the courts of the State of Illinois, County of Will.

E. Severability and Renegotiation. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and unappealable decision of a court or regulatory body having jurisdiction thereover, such decision shall not affect the validity of the remaining portions, which shall remain in full force and effect as if the Agreement had been executed with the invalid portion thereof eliminated. In the event that any portion of this Agreement is declared to be invalid, the Parties shall promptly renegotiate in good faith to eliminate such invalidity and restore this Agreement as near as possible to its original intent and effect.

F. Binding Effect. The rights and obligations herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns.

G. Other Agreements. This Agreement supersedes any and all oral and written agreements and understandings heretofore made relating to the subject matter herein and constitutes the entire agreement and understanding of the Parties relating to the subject matter herein.

H. Captions and Headings. All indices, titles, subject headings and similar items in this Agreement are provided for purposes of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning content or scope of this Agreement.

I. Further Assurances. If either party hereunder determines, in its reasonable discretion, that any further instruments or other actions are necessary or desirable to carry out the terms of this Agreement, the other party shall execute and deliver all such instruments and do all such actions as such party agrees in its reasonable discretion are necessary or desirable to carry out the terms of this Agreement.

J. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall have the same force and effect as the original instrument.

K. Exhibits and Attachments. All exhibits and attachments referred to herein are by this reference incorporated herein as a part hereof as if set forth herein in full.

L. Condemnation. If during the term of this Agreement, the Site, the Landfill, the REF, the LFGMS or any portion thereof are condemned or taken by any governmental authority or any corporation having the power of eminent domain other than Will County or any subdivision of Will County, Will County and Developer agree to request the courts in such condemnation proceeding to make separate awards to Will County and Developer based upon their separate interests in the property condemned or taken. If, for any reason the courts are unable or unwilling to make such separate awards, Will County and Developer agree that a single award shall be equitably apportioned between them, to reflect their respective interests.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year hereinafter written.

DATED: April 6, 2010

COUNTY OF WILL

By: Lawrence M. Walsh  
Title: Will County Executive

WM RENEWABLE ENERGY, LLC

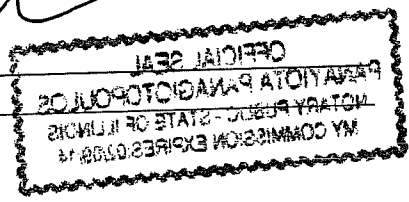
DATED: 3-31-10

By: James A. Dowdell  
Title: VP

WASTE MANAGEMENT OF ILLINOIS, INC.

DATED: 4/12/10

By: [Signature]  
Title: AVP



STATE OF ILLINOIS     )  
COUNTY OF WILL     )

On the 6<sup>th</sup> day of APRIL, 2010, before me, the undersigned, personally appeared LAWRENCE M. WALSH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of Illinois  
Appointed in Will County  
My Commission Expires:

2/9/14



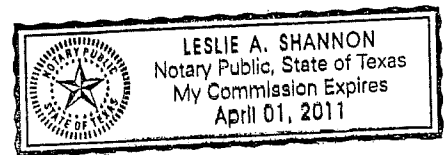
Panayiota Panagiotopoulos  
Notary

STATE OF Texas )  
COUNTY OF Harris )

On the 31st day of March, 2010, before me, the undersigned, personally appeared James H. Dowland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of Texas  
Appointed in Harris County  
My Commission Expires: 4-1-2011

Leslie A. Shannon  
Notary



## ATTACHMENTS

Attachment A – Conceptual Schematic of the Landfill Gas Management System and the Electric Generation System

Attachment B – Site Plan

Attachment C – Legal Description of Premises and Leased Site

Attachment D – Ground Lease for Renewable Energy Facility

Attachment E – Permits and Approvals Required

Attachment F – DOE Grant Award Documents

Attachment G – Revenue Sharing Threshold Schedule

Attachment H – Insurance Requirements

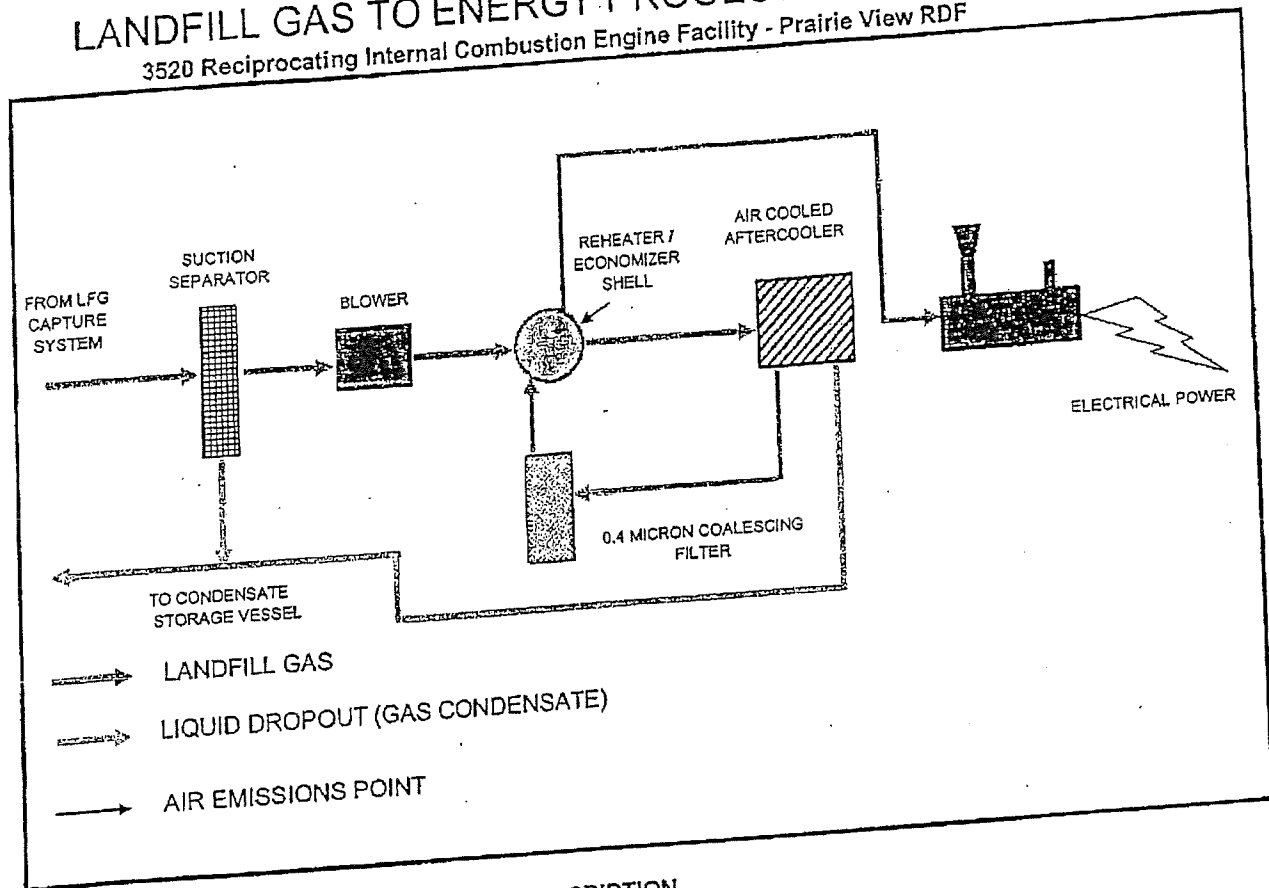
Attachment I – Form of Guaranty

CH2\8422649.1



# LANDFILL GAS TO ENERGY PROCESS FLOW DIAGRAM

3520 Reciprocating Internal Combustion Engine Facility - Prairie View RDF



## PROCESS DESCRIPTION

Landfill gas (LFG) will enter the fuel gas compressor through the suction separator which mechanically filters the gas, and drops out some liquids from the gas stream.

The LFG will then be compressed in the blower sufficiently to maintain the working pressure required by the engines. The heat of compression will increase the temperature of the gas.

The landfill gas passes across the re-heater/economizer shell and the temperature drops several degrees. The landfill gas then enters the air-cooled aftercooler, which drops the temperature another hundred degrees. The lower gas temperature causes condensation, reducing the amount of water vapor present in the final gas stream.

Next, the gas passes through a 0.4 micron coalescing filter and is re-heated at the tube side of the reheater/economizer to keep any moisture from condensing before the engine-generator. The landfill gas then enters the engines for combustion.

Each engine produces approximately 1600 kilowatts of electrical power. The engines will be operated in a continuous mode, with infrequent downtimes for maintenance or repairs. The engines are rated at 18.2 mmbtu/hour (higher heating value). By-products of landfill gas combustion include CO, NO<sub>x</sub>, SO<sub>x</sub>, HAPs and PM<sub>2.5</sub>/PM<sub>10</sub>. Emissions from the engine crankcase breather vent are insignificant.

ATTACHMENT 2

CATERPILLAR ENGINE AND COMPRESSOR TECHNICAL INFORMATION

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# G3520C

## GAS ENGINE TECHNICAL DATA



ENGINE SPEED	1200	FUEL:	LOW ENERGY (1.43 CH <sub>4</sub> -CO <sub>2</sub> RATIO)
COMPRESSION RATIO:	11.3:1	FUEL SYSTEM	CAT LOW PRESSURE WITH AIR FUEL RATIO CONTROL
AFTERCOOLER - STAGE 1 MAX. INLET (°F)	218	FUEL PRESS. RANGE (PSIG):	15 - 5.0
AFTERCOOLER - STAGE 2 MAX. INLET (°F)	130	MIN. METHANE NUMBER:	135
JACKET WATER - MAX. OUTLET (°F):	230	RATED ALTITUDE (FT):	1378
COOLING SYSTEM:	JW+1AC, OC+2AC	AT AIR TO TURBO. TEMP. (°F):	77
IGNITION SYSTEM:	ADEM3	NO <sub>x</sub> EMISSION LEVEL:	0.5 g/bhp-hr
SPARK PLUG TYPE:	J-GAP	FUEL LHV (BTU/SCF):	456
EXHAUST MANIFOLD:	DRY	APPLICATION:	GENSET
COMBUSTION	LOW EMISSION		

RATING AND EFFICIENCY		NOTES	LOAD	100%	75%	50%
ENGINE POWER	(WITHOUT FAN)	(1)	BHP	2233	1675	1116
GENERATOR POWER	(WITHOUT FAN)	(2)	EKW	1600	1200	800
ENGINE EFFICIENCY	(ISO 3046/1)	(3)	%	40.1	38.8	36.1
ENGINE EFFICIENCY	(NOMINAL)	(3)	%	39.1	37.7	35.2
THERMAL EFFICIENCY	(NOMINAL)	(4)	%	41.3	40.0	42.2
TOTAL EFFICIENCY	(NOMINAL)	(5)	%	80.4	78.3	77.4

ENGINE DATA						
FUEL CONSUMPTION	(ISO 3046/1)	(6)	BTU/bhp-hr	6354	6592	7047
FUEL CONSUMPTION	(NOMINAL)	(6)	BTU/bhp-hr	6509	6753	7219
AIR FLOW (77 °F, 14.7 psf)		(7)	SCFM	4512	3415	2288
AIR FLOW		(7)	lb/hr	20006	15141	10136
COMPRESSOR OUT PRESSURE			in. HG (abs)	105.8	80.8	55.5
COMPRESSOR OUT TEMPERATURE			°F	375	308	220
AFTERCOOLER AIR OUT TEMPERATURE			°F	142	138	135
INLET MAN. PRESSURE		(8)	in. HG (abs)	84.4	71.5	48.9
INLET MAN. TEMPERATURE	(MEASURED IN PLENUM)	(8)	°F	142	138	135
TIMING		(10)	*BTDC	27	27	27
EXHAUST STACK TEMPERATURE		(11)	°F	858	943	984
EXHAUST GAS FLOW (@ stack temp.)		(12)	CFM	12478	9780	6770
EXHAUST MASS FLOW		(12)	lb/hr	22318	16940	11418

EMISSIONS DATA						
NO <sub>x</sub> (as NO <sub>2</sub> )		(13)	g/bhp-hr	0.5	0.5	0.5
NTE CO		(14)	g/bhp-hr	4.13	4.25	4.4
NOMINAL CO		(15)	g/bhp-hr	2.5	2.5	2.5
THC (molecular weight of 15.84)		(14)	g/bhp-hr	5.84	6.49	7.51
NMHC (molecular weight of 15.84)		(14)	g/bhp-hr	0.88	0.98	1.13
EXHAUST O <sub>2</sub>		(16)	% DRY	9.0	8.8	8.6
LAMBDA		(16)		1.71	1.67	1.57

HEAT BALANCE DATA						
LHV INPUT		(17)	BTU/min	242216	188451	134313
HEAT REJECTION TO JACKET		(18)	BTU/min	28738	23806	21929
HEAT REJECTION TO ATMOSPHERE		(19)	BTU/min	7210	6034	4857
HEAT REJECTION TO LUBE OIL		(20)	BTU/min	10108	9524	8917
HEAT REJECTION TO EXHAUST (LHV to 77°F)		(21)	BTU/min	75779	65253	45101
HEAT REJECTION TO EXHAUST (LHV to 350°F)		(21)	BTU/min	57574	47602	34587
HEAT REJECTION TO AVC - STAGE 1		(22)	BTU/min	13823	5157	102
HEAT REJECTION TO AVC - STAGE 2		(23)	BTU/min	8895	5684	4086

### CONDITIONS AND DEFINITIONS

ENGINE RATING OBTAINED AND PRESENTED IN ACCORDANCE WITH ISO 3046/1. DATA REPRESENTS CONDITIONS OF 77°F, 29.8 IN HG BAROMETRIC PRESSURE, 30% RELATIVE HUMIDITY, 10 IN H<sub>2</sub>O AIR FILTER RESTRICTION, AND 20 IN H<sub>2</sub>O EXHAUST STACK PRESSURE. ENGINE EFFICIENCY AND FUEL CONSUMPTION SPECIFICALLY NOTED AS ISO 3046/1 ARE REPRESENTED WITH 5 IN H<sub>2</sub>O AIR FILTER RESTRICTION AND 0 IN H<sub>2</sub>O EXHAUST STACK PRESSURE. CONSULT ALTITUDE CURVES FOR APPLICATIONS ABOVE MAXIMUM RATED ALTITUDE AND/OR TEMPERATURE. NO OVERLOAD PERMITTED AT RATING SHOWN.

EMISSION LEVELS ARE BASED ON THE ENGINE OPERATING AT STEADY STATE CONDITIONS AND ADJUSTED TO THE SPECIFIED NO<sub>x</sub> LEVEL AT 100% LOAD. EMISSION TOLERANCES SPECIFIED ARE DEPENDENT UPON FUEL QUALITY. METHANE NUMBER CANNOT VARY MORE THAN ± 3. PUBLISHED PART LOAD DATA IS WITH AIR FUEL RATIO CONTROL.

ENGINE RATING IS WITH 2 ENGINE DRIVEN WATER PUMPS. PUMP POWER IS NOT INCLUDED IN HEAT BALANCE DATA.

FOR NOTES INFORMATION CONSULT PAGE THREE.

FUEL USAGE GUIDE

CAT METHANE NUMBER	40	50	60	70	80	90	100	110	120	130	140	150
IGNITION TIMING									24	26	28	30
DERATION FACTOR	0	0	0	0	0	0	0	0	1.00	1.00	1.00	1.00

ALTITUDE DERATION FACTORS

AIR TO TURBO (°F)	130	120	110	100	90	80	70	60	50	0	1000	2000	3000	4000	5000	6000	7000	8000	9000	10000	11000	12000	
0.98	0.93	0.89	0.86	0.83	0.79	0.76	0.74	0.71	0.68	0.65	0.63	0.61	0.59	0.57	0.55	0.53	0.51	0.49	0.47	0.45	0.43	0.41	0.39
0.98	0.94	0.91	0.87	0.84	0.81	0.78	0.75	0.72	0.69	0.66	0.64	0.61	0.59	0.57	0.55	0.53	0.51	0.49	0.47	0.45	0.43	0.41	0.39
1.00	0.97	0.94	0.90	0.87	0.84	0.81	0.77	0.74	0.72	0.69	0.66	0.63	0.61	0.59	0.57	0.55	0.53	0.51	0.49	0.47	0.45	0.43	0.41
1.00	1.00	0.97	0.94	0.90	0.87	0.84	0.80	0.77	0.74	0.71	0.68	0.65	0.63	0.61	0.59	0.57	0.55	0.53	0.51	0.49	0.47	0.45	0.43
1.00	1.00	0.99	0.96	0.92	0.89	0.85	0.82	0.79	0.76	0.73	0.70	0.67	0.65	0.63	0.61	0.59	0.57	0.55	0.53	0.51	0.49	0.47	0.45
1.00	1.00	1.00	0.97	0.94	0.90	0.87	0.83	0.80	0.77	0.74	0.71	0.68	0.65	0.63	0.61	0.59	0.57	0.55	0.53	0.51	0.49	0.47	0.45
1.00	1.00	1.00	0.99	0.96	0.92	0.89	0.85	0.82	0.79	0.76	0.73	0.70	0.67	0.65	0.63	0.61	0.59	0.57	0.55	0.53	0.51	0.49	0.45

AFTERCOOLER HEAT REJECTION FACTORS

AIR TO TURBO (°F)	130	120	110	100	90	80	70	60	50	0	1000	2000	3000	4000	5000	6000	7000	8000	9000	10000	11000	12000
1.33	1.37	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40	1.40
1.28	1.31	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33	1.33
1.18	1.24	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28	1.28
1.13	1.17	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
1.00	1.11	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13
1.00	1.04	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

FREE FIELD MECHANICAL & EXHAUST NOISE

100% Load Data		dB(A)		(dB)									
Free Field Mechanical	DISTANCE FROM THE ENGINE (FEET)	3.2	22.9	508.5	51.5	78.7	88.2	92.0	89.8	87.3	83.2	88.2	
				81.6	34.6	58.0	68.1	74.0	83.0	79.4	75.1	85.2	
Free Field Exhaust	DISTANCE FROM THE ENGINE (FEET)	4.9	22.9	108.1	67.5	86.5	95.0	88.5	88.7	90.1	85.8	92.7	
				85.0	28.0	55.2	64.7	69.4	76.4	73.8	69.7	75.7	
				68.1	54.1	73.1	82.6	75.1	75.3	76.7	82.2	79.3	
				Overall SPL	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz	
				Overall Band Center Frequency (OBCF)									

FUEL USAGE GUIDE:

This table shows the deration factor required for a given fuel. Note that deration occurs as the methane number decreases. Methane number is a scale for defining the detonation characteristics of various fuels. The methane number of a fuel is determined by using the Caterpillar Methane Number Calculation program.

ALTITUDE DERATION FACTORS:

This table shows the deration required for various air inlet temperatures and altitudes. Use this information along with the fuel usage guide chart to help determine actual engine power for your site.

INLET AND EXHAUST RESTRICTION CORRECTIONS FOR ALTITUDE CAPABILITY:

To determine the appropriate altitude deration factor to be applied to this engine for inlet or exhaust restrictions differing from the standard conditions listed on page 1, a correction to the site altitude can be made to adjust for this difference. Add 141 feet to the site altitude for each additional inch of H<sub>2</sub>O of exhaust stack pressure greater than spec sheet conditions. Add 282 feet to the site altitude for each additional inch of H<sub>2</sub>O of inlet restriction greater than spec sheet conditions. If the inlet restriction or exhaust stack pressure are less than spec sheet conditions, the same trends apply to lower the site altitude.

ACTUAL ENGINE RATING:

It is important to note that the Altitude/Temperature deration and the Fuel Usage Guide deration are not cumulative. They are not to be added together. The rating is true for the Low Energy Fuel deration (reference the Caterpillar Methane Number Program) and the Fuel Usage Guide deration. However, the Altitude/Temperature deration and Low Energy Fuel deration are cumulative and they must be added together in the method shown below to determine the actual power available. Take the lowest rating between (1) and (2).

- 1) Altitude/Temperature Deration + (Low Energy Fuel Deration)
- 2) Fuel Usage Guide Deration

N/A For TA's always add the Low Energy Fuel deration to the Altitude/Temperature deration. For TA engines only add the Low Energy Fuel deration to the Altitude/Temperature deration whenever the Altitude/Temperature deration is less than 1.0 (100%). This will give the actual rating for the engine at the conditions specified.

AFTERCOOLER HEAT REJECTION FACTORS:

Aftercooler heat rejection is given for standard conditions of 77°F and 532 ft altitude. To maintain a particular air inlet manifold temperature as the air inlet temperature goes up, so must the heat rejection. As altitude increases, the turbocharger must work harder to overcome the lower atmospheric pressure. This increases the amount of heat that must be removed from the inlet air by the aftercooler. Use the aftercooler heat rejection factor to adjust for ambient and altitude conditions. Multiply this factor by the standard aftercooler heat rejection. Failure to properly account for these factors could result in deration and cause the engine to shutdown or fail. For 2 Stage Aftercoolers with separate circuits, the 1st stage will collect 95% of the incoming heat.

SOUND DATA:

Data determined by methods similar to ISO Standard D18-3522-10 Arbitrary Grade 3. SPL = Sound Pressure Level

NOTES

- 1 ENGINE RATING IS WITH 2 ENGINE DRIVEN WATER PUMPS. TOLERANCE IS  $\pm 3\%$  OF FULL LOAD.
- 2 GENERATOR POWER DETERMINED WITH AN ASSUMED GENERATOR EFFICIENCY OF 96.1% AND POWER FACTOR OF 0.8 [GENERATOR POWER = ENGINE POWER  $\times$  GENERATOR EFFICIENCY].
- 3 ISO 3046/1 ENGINE EFFICIENCY TOLERANCE IS (+)0, (-)5% OF FULL LOAD % EFFICIENCY VALUE. NOMINAL ENGINE EFFICIENCY TOLERANCE IS  $\pm 2.5\%$  OF FULL LOAD % EFFICIENCY VALUE.
- 4 THERMAL EFFICIENCY: JACKET HEAT + STAGE 1 A/C HEAT + EXH. HEAT TO 350°F.
- 5 TOTAL EFFICIENCY = ENGINE EFF. + THERMAL EFF. TOLERANCE IS  $\pm 10\%$  OF FULL LOAD DATA.
- 6 ISO 3046/1 FUEL CONSUMPTION TOLERANCE IS (+)5, (-)0% OF FULL LOAD DATA. NOMINAL FUEL CONSUMPTION TOLERANCE IS  $\pm 2.5\%$  OF FULL LOAD DATA.
- 7 UNDRIED AIR. FLOW TOLERANCE IS  $\pm 5\%$
- 8 INLET MANIFOLD PRESSURE TOLERANCE IS  $\pm 5\%$
- 9 INLET MANIFOLD TEMPERATURE TOLERANCE IS  $\pm 9^\circ\text{F}$ .
- 10 TIMING INDICATED IS FOR USE WITH THE MINIMUM FUEL METHANE NUMBER SPECIFIED. CONSULT THE APPROPRIATE FUEL USAGE GUIDE FOR TIMING AT OTHER METHANE NUMBERS.
- 11 EXHAUST STACK TEMPERATURE TOLERANCE IS (+)63°F, (-)54°F.
- 12 WET EXHAUST. FLOW TOLERANCE IS  $\pm 6\%$
- 13 NOX TOLERANCES ARE  $\pm 18\%$  OF SPECIFIED VALUE.
- 14 NTE CO, CO<sub>2</sub>, THC, and NMHC VALUES ARE "NOT TO EXCEED".
- 15 NOMINAL CO IS A NOMINAL VALUE AND IS REPRESENTATIVE OF A NEW ENGINE DURING THE FIRST 100 HOURS OF ENGINE OPERATION.
- 16 O<sub>2</sub> TOLERANCE IS  $\pm 0.5$ ; LAMBDA TOLERANCE IS  $\pm 0.05$ . LAMBDA AND O<sub>2</sub> LEVEL ARE THE RESULT OF ADJUSTING THE ENGINE TO OPERATE AT THE SPECIFIED NOX LEVEL.
- 17 LHV RATE TOLERANCE IS  $\pm 2.5\%$ .
- 18 TOTAL JW HEAT (based on treated water) = JACKET HEAT + STAGE 1 A/C HEAT + 0.90  $\times$  (STAGE 1 + STAGE 2)  $\times$  (ACHRF-1). TOLERANCE IS  $\pm 10\%$  OF FULL LOAD DATA.
- 19 RADIATION HEAT RATE BASED ON TREATED WATER. TOLERANCE IS  $\pm 50\%$  OF FULL LOAD DATA.
- 20 LUBE OIL HEAT RATE BASED ON TREATED WATER. TOLERANCE IS  $\pm 20\%$  OF FULL LOAD DATA.
- 21 EXHAUST HEAT RATE BASED ON TREATED WATER. TOLERANCE IS  $\pm 10\%$  OF FULL LOAD DATA.
- 22 STAGE 1 A/C HEAT (based on treated water) = STAGE 1 A/C HEAT + 0.90  $\times$  (STAGE 1 + STAGE 2)  $\times$  (ACHRF-1). TOLERANCE IS  $\pm 5\%$  OF FULL LOAD DATA.
- 23 STAGE 2 A/C HEAT (based on treated water) = (STAGE 2 A/C HEAT + (STAGE 1 + STAGE 2)  $\times$  0.10  $\times$  (ACHRF - 1)) + LUBE OIL HEAT. TOLERANCE IS  $\pm 5\%$  OF FULL LOAD DATA.



**NOTES**  
 CONTINUOUS SERVICE LOW CURSOROUS CONTINUOUS  
 RATED NATURAL GAS CALORPHILLAR GENERATOR SET  
 3000 KW, 4800 VOLT, 60 HZ, 1200 RPM

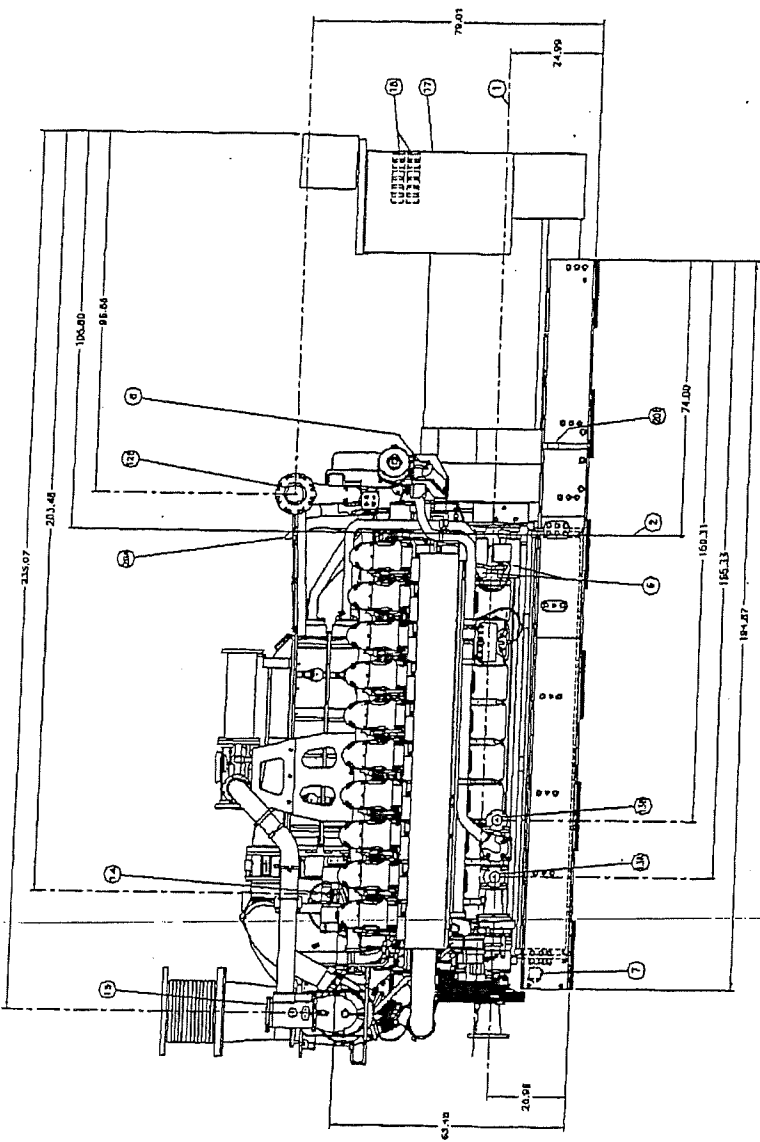
- 1 GENERAL OF DRAWINGS
- 2 NAME OF CONTRACTOR
- 3 CHECKING OF UNIT
- 4 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 5 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 6 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 7 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 8 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 9 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 10 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 11 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 12 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 13 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 14 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 15 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 16 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 17 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 18 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 19 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM
- 20 UNIT TO BE INSTALLED IN THE FOLLOWING LOCATION  
 4000 KW, 4800 VOLT, 60 HZ, 1200 RPM

No.	Revision	Date

**Patton**  
 Patton Power Solutions  
 613 W. Lake Street  
 Birmingham, AL 35202

**Waste Management**

Project Number: \_\_\_\_\_  
 Date: 6-24-08  
 Revision: None  
 Drawing Number: 70520C  
 Sheet 2 of 4



APPROX. PACKAGE DIMENSIONS - 14000 Hx

**NOTES**  
 CATERPILLAR G8520C LOW EMISSIONS COMPRESSION  
 RATED NATURAL GAS ENGINE GENERATOR SET  
 MODEL NO. 3512  
 SERIAL NO. 3512

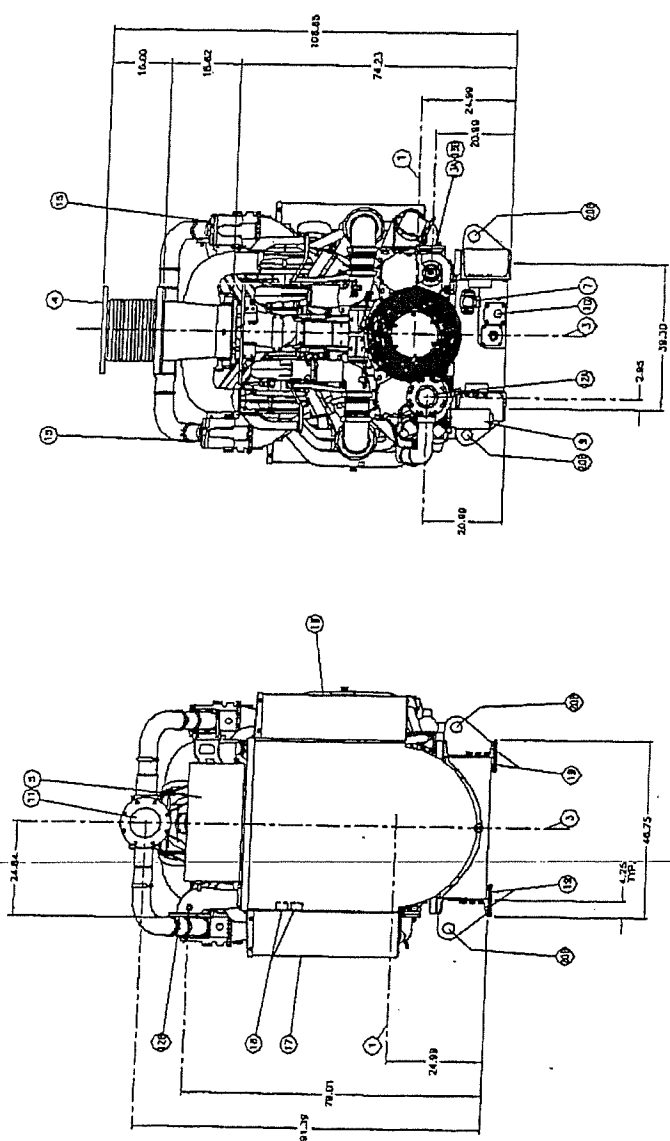
- 1 CENTERLINE OF COMPONENT
- 2 REAR FACE OF GENERATOR BLOCK
- 3 CENTERLINE OF INLET
- 4 STAINLESS STEEL EXHAUST GULFLET FLEX  
 14" DIA. x 14" HIGH x 14" DIA.  
 14" DIA. x 14" HIGH x 14" DIA.
- 5 CATERPILLAR LOW EMISSIONS (INCLUDING BY OTHERS)  
 14" DIA. x 14" HIGH x 14" DIA.
- 6 14" DIA. x 14" HIGH x 14" DIA. (SEE DRAWING FOR DIMENSIONS)
- 7 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 8 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 9 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 10 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 11 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 12 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 13 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 14 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 15 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 16 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 17 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 18 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 19 OIL PAN (SEE DRAWING FOR DIMENSIONS)
- 20 OIL PAN (SEE DRAWING FOR DIMENSIONS)

Model	
Revision	
Date	

**Patton**  
 Patton Power Systems  
 815 W. Lake St.  
 Bensenville, IL 60126

**Waste Management**

Property Name: G8520C  
 Generator Set  
 Date: 8-24-08  
 Note: Sheet 3 of 4



FRONT VIEW  
 (S-DOWN W/O VIBRATION ISOLATOR PADS)

REAR VIEW  
 (S-DOWN W/O EXHAUST FLEX)



**Notes**

CONTINUOUS LOW EMISSIONS CONTINUOUS  
 1. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 2. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 3. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 4. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 5. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 6. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 7. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 8. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 9. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 10. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 11. CONTINUOUS LOW EMISSIONS CONTINUOUS  
 12. CONTINUOUS LOW EMISSIONS CONTINUOUS  
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 20. CONTINUOUS LOW EMISSIONS CONTINUOUS

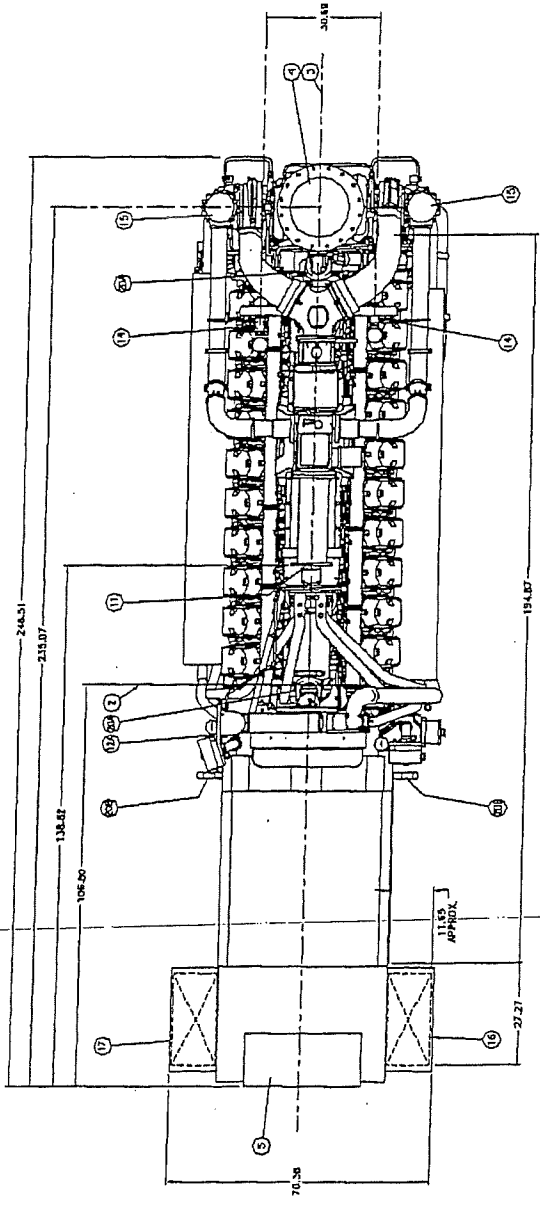
- 1 CENTERLINE OF CRANKSHAFT
- 2 REAR FACE OF CYLINDER BLOCK
- 3 CENTERLINE OF LIGHT
- 4 CENTERLINE OF INLET
- 5 CENTERLINE OF EXHAUST OUTLET FLUX
- 6 CENTERLINE OF VALVE
- 7 CENTERLINE OF VALVE
- 8 CENTERLINE OF VALVE
- 9 CENTERLINE OF VALVE
- 10 CENTERLINE OF VALVE
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- 20 CENTERLINE OF VALVE

ATTORNEY: PATENT & TRADE MARK - 4010 Pa.  
 No. \_\_\_\_\_  
 Description \_\_\_\_\_  
 Date \_\_\_\_\_

**Patton**  
 Patent & Trade Mark  
 Birmingham, U.S.A.

**Waste Management**

Patton  
 Generator Set  
 B-24-06  
 None  
 Sheet 4 of 4



PLAN VIEW

**PERFORMANCE**

	<b>Tuthill 1224-82</b>
Flow – SCFM	2500
Inlet Pressure (PSIA)	11.8
Inlet Temperature (°F)	100
Gas	Landfill
Molecular Weight	27.318
K (Cp/Cv)	1.296
Disch. Pressure (PSIG)	8.0
Ambient Temperature (°F)	100
Elevation (ft. ASL)	800
Speed (rpm)	1350
% of max. allowable speed	75
BHP	238
Motor HP	250
Discharge Temp. (°F)	275
Model	Tuthill 1224-82

**ROTARY LOBE BLOWER DESIGN**

- Rotary Lobe Gas Blowers, Oil Free
- Oil sumps on both ends of blower
- Cast Iron casing, ductile iron rotors – 2 lobe
- Integral pressure lubrication with shaft driven pump, oil filter, regulating valve
- Mechanical carbon ring seals
- 100 psig case rating, helical timing gears, drive shaft (5<sup>th</sup>) bearing, cartridge type mechanical seals  
Tuthill additional features
- Discharge Carbon Steel Chamber-Absorptive Silencer with manual low point drain valve

**BLOWER LUBE OIL SYSTEM**

- Integral shaft driven pump on blower
- Sumps in blower end covers
- Immersion oil heater
- Filter designed for 3 month continuous duty life
- Oil sampling valve upstream of filter
- 3 way thermostatic oil temperature control valve
- lube oil cooling section in fin fan cooler
- 304SS tubing and fittings on oil lines

**ELECTRIC MOTOR DATA**

- 250 HP Severe Duty, High Efficiency, 1800 RPM, WEG, TEFC Induction Motor, 1.15 S.F.
- suitable for variable frequency drive, Cl. I, Grp. C & D, Div. 2 area classification
- Horizontal foot mounted, frame 447T
- Class F insulation, Class B rise
- 460 Volts /3ph/60Hz
- Heavy Duty adjusting bolt motor slide rails

**HEAT EXCHANGERS and GAS CONDITIONING**

- (1) FIN-X Air Cooled Heat Exchanger Model HL60-10
- 304SS tubes and SA516-70 CS headers (stress relieved)
- Horizontal air flow
- Manual louvers w/ ground level operator
- 7.5/1.9 HP, TEFC fan motor, 1800/900 rpm, 460 Volts, 3-Phase, 60 Hertz
- Metrix vibration switch
  
- (1) Gas to Gas Heat Exchanger 12" X 36"
- Type E, TEMA C, 304SS shell and tubes, tubesheet and baffles
- 5/8" OD tubes, 18 BWG, .001 fouling factor
  
- (1) Non-ASME Code CS Suction Separator, epoxy internal coating, 1/8" C.A. with 304SS mesh pad, full opening blind flange with davit arm, drain valve, sight gauge and high level switch, level controller and Wilden polyethylene diaphragm pump, 36" dia.
  
- (1) Non-ASME Code, 304SS Discharge Filter Condensate Separator with .4 micron removable coalescing element, manway lid with davit arm, manual drain valve, sight gauge, high level switch, level controller with pneumatic actuated dump valve, 30" dia., access ladder and platform provided, bolted to vessel clips.

**CONTROLS, INSTRUMENTATION and VALVES**

1 - MURPHYMATIC® CONTROL PANEL HOUSED IN A SOLAR GRAY, 30X24X9 ENCLOSURE WITH A REMOVABLE REAR DOOR AND A HINGED FRONT DOOR WITH A VIEWING GLASS WINDOW. ENCLOSURE MOUNTED ON A 22" FREESTANDING BASE. THE PANEL TO INCLUDE:

1 - S400 SELECTRONIC® MICRO-CONTROLLER™ FOR:

DIGITAL INPUTS:

- START
- STOP
- RESET
- TEST
- LOW SUCTION PRESSURE
- LOW DISCHARGE PRESSURE
- BLOWER LOW OIL PRESSURE
- HIGH SUCTION PRESSURE
- HIGH DISCHARGE PRESSURE
- HIGH SUCTION TEMPERATURE
- HIGH DISCHARGE TEMPERATURE
- HIGH SUCTION SCRUBBER LIQUID LEVEL
- HIGH DISCHARGE SCRUBBER LIQUID LEVEL
- BLOWER HIGH OIL TEMPERATURE
- MOTOR VIBRATION
- COOLER VIBRATION

Prairie View Renewable Energy Facility Conceptual Compression Design

- BLOWER VIBRATION
- BLOWER LOW OIL LEVEL
- REMOTE ESD (INTERPOSING RELAY)
- LOCAL EMERGENCY STOP

**DIGITAL OUTPUTS:**

- FAN MOTOR SPEED LOW/HIGH
- BLOWER MOTOR
- BLOWER SHUTDOWN
- OIL HEATER STARTER

1 - LEGEND HOLDER

2 - OPLFC-S-XXXX, 4 ½" PRESSURE SWITCHGAGE@ INSTRUMENTS FOR:

- SUCTION PRESSURE - 30V15
- DISCHARGE PRESSURE - 15

1 - SPLFC-250S20, 4 ½" TEMPERATURE SWITCHGAGE@ FOR: (SEE NOTE #1)

- SUCTION TEMPERATURE

1 - SPLFC-350S15, 4 ½" TEMPERATURE SWITCHGAGE@ FOR: (SEE NOTE #1)

- DISCHARGE TEMPERATURE

6 - 5A HERMETICALLY SEALED RELAYS WITH SOCKETS FOR:

- FAN MOTOR SPEED
- BLOWER MOTOR
- CUSTOMER ESD (120VAC)
- BLOWER SHUTDOWN
- BLOWER CONTROL OIL HEATER STARTER

1 - AMOT VALVE - 4057D025H1 FOR:

- PULL TO READ SUCTION VACUUM

1 - MERIAM MONOMETER 10AA25WM30" (SEE NOTE #1)

1 - GROVE AIR HORN (SEE NOTE #1)

1 - VERSA SOLENOID VALVE

1 - PUSHBUTTON MAINTAINED WITH CONTACT BLOCK FOR:

- LOCAL EMERGENCY STOP

4 - PUSHBUTTONS WITH CONTACT BLOCKS FOR:

- START
- STOP
- RESET
- TEST

1 - 2 POSITION SWITCH WITH CONTACT BLOCK FOR:

- POWER OFF-ON

---

1 - POWER SUPPLY 110 VAC/24 VDC

1 - UNITED ELECTRIC B117-120 HERMETICALLY SEALED THERMOSTAT

1 - NELSON HEAT TRACE

ALL NECESSARY NAMEPLATES AND TERMINAL BLOCKS

**NOTES:**

1. STAINLESS STEEL TUBING WITH STEEL FITTING
2. PANEL POWERED OFF CUSTOMER SUPPLIED 110 VAC
3. PANEL UL LISTED FOR CLASS I, DIV. 2, GROUP C & D LOCATIONS
4. ENCLOSURE WILL MEET NEMA I SPECIFICATIONS

Prairie View Renewable Energy Facility Conceptual Compression Design

CLARIFICATIONS

1. PANEL ONLY U.L. LISTED FOR CLASS I, DIVISION 2, GROUPS C & D.

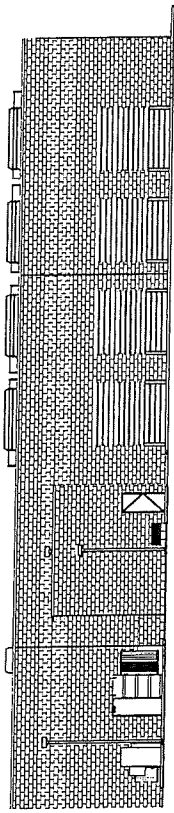
- Discharge Pressure Relief Valve set @ 14 psig
- Local Pressure and Temperature Indicators where called out on the P&ID
- Differential Pressure Gauge across after filter
- Inlet Check Valve – wafer type, CI body SS internals
- Misc. drain, vent and block valves are CS body with SS trim
- Butterfly valve air actuated with I/P positioner for bypass of gas to suction for 100% flow control turndown, with Norriseal pneumatic pressure indicating controller (discharge pressure sensing line tubed in field by customer)
- Inlet Butterfly Valve with hand lever actuator
- Skid inlet connection size: 12"
- Skid discharge connection size: 10"

**BASE & FABRICATION DETAILS**

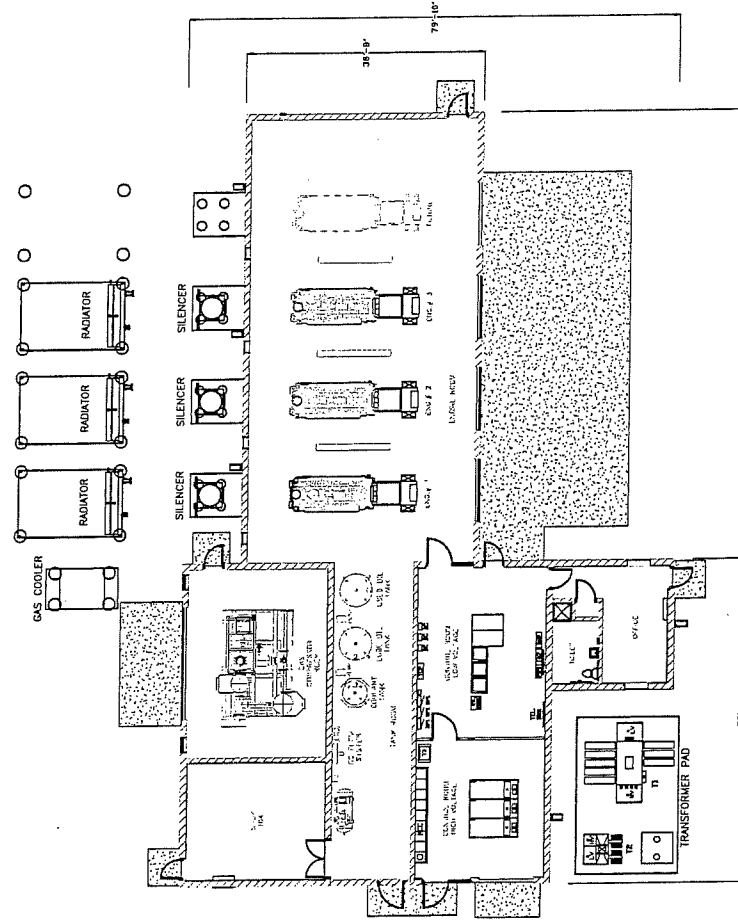
- Structural steel skid with 304SS interconnecting piping, utilizing butt weld 304 SS stub ends and CS lap joint flanges, expansion joints, inlet and discharge of each blower are 321SS bellows, CS flanges, all wet gas in contact with gas stream is 304SS.
- Non-skid surface treatment. Skid is concrete filled.
- Oilfield type drag skid with pull bars, both ends, leveling jack bolts and anchor bolt holes.
- SSPC-1 cleaning, primer coat and top coat enamel paint on carbon steel surfaces
- All components mounted on skid and completely piped and wired
- V-Belt Drive with OSHA fully enclosed expanded metal guard
- Control panel functionality test
- Heat Trace and Insulation of all drain lines and lower portions of vessels.



ATTACHMENT B  
SITE PLAN



ELEVATION VIEW



PLAN VIEW



FIGURE 2  
GAS PLANT - SITE LAYOUT

090804  
PRAIRIE VIEW/LANDELL  
WILMINGTON, ILLINOIS

DECEMBER 2008

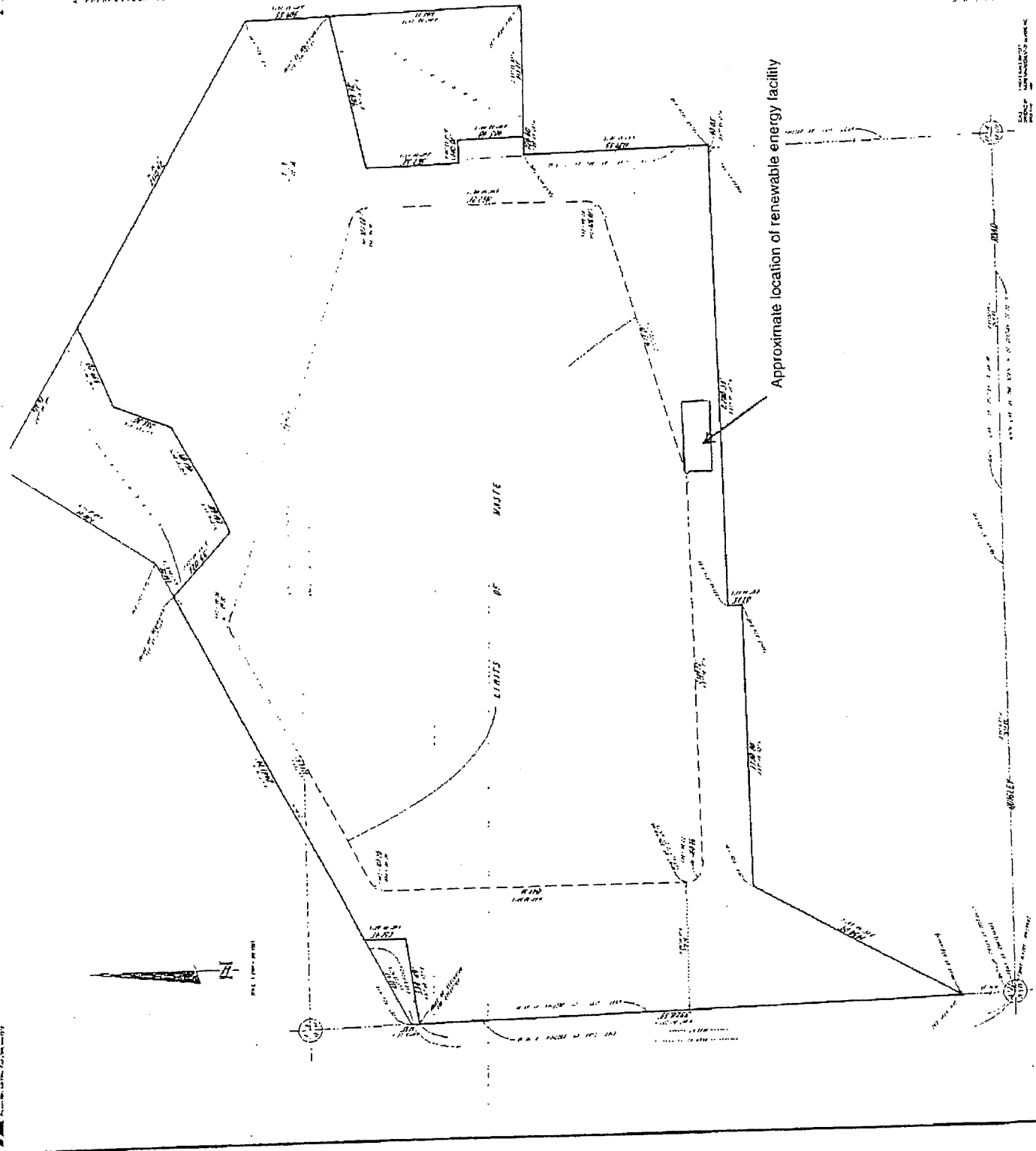




PLAT OF SURVEY

FRAMING VIEW  
OF  
RECYCLING AND DISPOSAL FACILITY

THESE ARE THE TERMS AND CONDITIONS OF THE SURVEY AND THE PLAT OF SURVEY HEREBY MADE AND THE SAME SHALL BE BINDING ON ALL PARTIES CONCERNED THEREIN. THE SURVEY WAS MADE BY THE SURVEYOR AND THE PLAT OF SURVEY IS HEREBY MADE AND THE SAME SHALL BE BINDING ON ALL PARTIES CONCERNED THEREIN. THE SURVEY WAS MADE BY THE SURVEYOR AND THE PLAT OF SURVEY IS HEREBY MADE AND THE SAME SHALL BE BINDING ON ALL PARTIES CONCERNED THEREIN. THE SURVEY WAS MADE BY THE SURVEYOR AND THE PLAT OF SURVEY IS HEREBY MADE AND THE SAME SHALL BE BINDING ON ALL PARTIES CONCERNED THEREIN.



PLAT OF SURVEY	
DATE	11/15/11
BY	[Signature]
FOR	[Signature]
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of [City], State of [State], this [Date] day of [Month], 2011.	

THE LOCATION MAP ATTACHED TO THIS PLAT OF SURVEY IS HEREBY MADE AND THE SAME SHALL BE BINDING ON ALL PARTIES CONCERNED THEREIN. THE SURVEY WAS MADE BY THE SURVEYOR AND THE PLAT OF SURVEY IS HEREBY MADE AND THE SAME SHALL BE BINDING ON ALL PARTIES CONCERNED THEREIN.



## GROUND LEASE

This Ground Lease ("Lease") is made as of this 26th day of March, 2010, by and between the County of Will, Illinois, a political subdivision of the State of Illinois with principal offices at 302 N. Chicago Ave., Joliet, Illinois 60432 ("Lessor"), and WM Renewable Energy, LLC, a Delaware limited liability company authorized to do business in the State of Illinois with principal offices at 1001 Fannin Street, Suite 4000, Houston, Texas 77002 ("Lessee"). Lessor and Lessee are referred to collectively herein as the "Parties."

### WITNESSETH:

WHEREAS, Lessor is the owner of the Will County Landfill (also known as the Prairie View Landfill), a municipal solid waste/sanitary disposal facility located at 29755 S. Prairie View Drive, Wilmington, Illinois ("Landfill") comprised of approximately 455 acres and legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, pursuant to that certain Host Agreement and Agreement for Operation/Development of the Will County Landfill between Waste Management of Illinois, Inc. ("Waste Management"), an affiliate of Lessee's, and Lessor dated June 2, 1997, as amended on December 13, 2001 and January 15, 2004 ("Host Agreement"), Waste Management operates and maintains the Landfill; and

WHEREAS, the Landfill generates landfill gases ("LFG") that may be used by an electricity conversion plant for the development and sale of electricity; and

WHEREAS, in furtherance of terms of the Host Agreement, the Parties and Waste Management have entered into that certain Landfill Gas Purchase Agreement ("Gas Agreement") of even date herewith to facilitate the sharing of revenue from the operation of a methane gas to electricity conversion plant at the Landfill ("Renewable Energy Facility" or "REF"); and

WHEREAS, the Parties and Waste Management wish to locate, and have Lessee construct, develop, maintain and operate, the Renewable Energy Facility on a portion of the Landfill (the "Site," hereinafter defined); and

WHEREAS, Lessor desires to lease the Site to Lessee and Lessee desires to lease the Site from Lessor on the terms and conditions herein set forth, each and all of which shall govern the relationship between Lessor and Lessee on and after the date of this Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE I - TERM AND SITE

A. Initial Term. In consideration of the Rent (as hereinafter defined) to be paid and the terms, covenants, conditions, agreements and obligations to be performed and observed by Lessee as herein provided, Lessor does hereby demise and lease to Lessee, and Lessee does hereby take and hire, the Site, subject to the terms of this Lease and the title exceptions of record as of the date hereof, for use as the location for the Renewable Energy Facility, pursuant to the laws, rules and regulations of the County of Will, the State of Illinois and the United States. The

term of this Lease shall commence on the date the Gas Agreement becomes effective and binding in accordance with Article II, Section A of the Gas Agreement (“**Commencement Date**”), and shall terminate at 11:59 p.m. Central Standard Time on the day immediately preceding the twentieth (20th) anniversary of the Commercial Operation Date (as that term is defined in the Gas Agreement) (“**Termination Date**”), it being the intent of the Parties that this Lease be coterminous with the Gas Agreement. Following the Commencement Date, Lessor and Lessee shall enter into an amendment to this Lease to memorialize the actual Commencement and Termination Dates. In the event that either (i) the Gas Agreement does not become effective by April 1, 2010, or (ii) the Gas Agreement is terminated pursuant to the terms thereof, this Lease shall automatically terminate and shall be of no further force or effect.

**B. Description of Site.** The “**Site**” means that certain portion of the Landfill consisting of approximately two (2) acres of unimproved land, as shown on the site plan attached hereto as Exhibit B, a portion of the Premises legally described on Exhibit C attached hereto. In the event the Parties agree to expand the REF and such expansion plans involve an agreed change in the size or configuration of the Site, the Parties shall enter into an amendment to this Lease to memorialize the revised boundaries of the Site; provided, however, that any such amendment shall not otherwise alter the rights or obligations under this Lease unless specifically set forth therein. Lessee acknowledges Lessee is familiar with the physical condition of the Site and is taking possession of the Site in its “as is” condition. Will County expressly disclaims any warranty as to the condition of the Site.

## ARTICLE II – RENT

Commencing as of January 1 following the Commencement Date and on each subsequent January 1 during the term of this Lease, Lessee shall pay annual ground rent to Lessor in an amount equal to Ten and No/100 Dollars (\$10.00) (“**Rent**”). The Rent shall be in addition to any other fees or payments to be paid to Lessor pursuant to the terms of the Gas Agreement. In the event that Lessee becomes obligated to pay to Lessor any amounts under this Lease other than Rent, such amounts shall be considered additional rent hereunder and shall be paid to Lessor within ten (10) days of receipt of an invoice from Lessor for such amount.

## ARTICLE III – AUTHORIZED USE

**A. Occupancy and Use of Site.** Lessor grants to Lessee the right to use the Site to erect, occupy and operate, in accordance with the terms and conditions set forth in Article II of the Gas Agreement, the Renewable Energy Facility and appurtenances therein upon the Site, together with the right to store materials, equipment and vehicles necessary for the construction, operation and maintenance of the Renewable Energy Facility, and for such other uses ancillary to the operation of the REF. Lessee shall not use the Site for any other purpose without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor further grants to Lessee a nonexclusive license over a portion of the Landfill for ingress and egress to the Site during the term of this Lease; provided, however, that Lessee shall not unreasonably interfere with the operation of the Landfill during any such usage. Access to the Site shall be through the main gate of the Landfill and over the roadways established and constructed during the normal course of operation of the Landfill. Lessee shall have full access to the Site on a 24-hour per day basis, subject to reasonable security measures to be determined by Lessor, in

cooperation with the instructions from Waste Management, with respect to identification and authorization of Lessee's staff, consultants, and subcontractors. Subject to Lessee's safety policies and procedures, Lessee shall cooperate with Lessor in connection with the scheduling of tours of the REF for members of the public during the term of this Lease. In connection with the tours, Lessee shall provide brochures regarding the REF and guided tours of the REF led by one or more of Lessee's employees knowledgeable about the operation of the REF.

B. Utility Placement. Lessor grants Lessee the right to extend water, sewer, electric, telephone, and other utilities over the Landfill to the Site, including such electric lines and related facilities as necessary to deliver electricity generated on the Site to the electric distribution system. The cost of all such utilities shall be paid for by Lessee, and shall be located in an area or areas designated by Lessor in its reasonable discretion. If Lessor deems it necessary, Lessor will enter into separate agreements regarding any such utilities with the appropriate utility provider, which agreements may be recorded with the Will County Recorder's Office against the Site.

C. Piping Placement. Lessor grants Lessee the right to construct piping over the Landfill (and, if necessary, over or under other lands owned by Lessor) (i) from the gas management system (as more fully defined under Article I of the Gas Agreement) located on the Landfill to the Site to deliver certain Landfill gas comprised primarily of methane and carbon dioxide to the REF, and (ii) from the Site to a certain leachate management system to be located at a point satisfactory to Lessor to deliver condensate generated by the conditioning or treatment of such Landfill gas. The cost of obtaining, constructing, installing and maintaining all such piping shall be paid for by Lessee. Such piping shall be located in an area or areas designated by Lessor in its reasonable discretion. If Lessor deems it necessary, Lessor may memorialize the location of any such piping in an one or more agreements, which may be recorded with the Will County Recorder's Office against the Site

D. Reservation of Rights. Lessor has reserved and hereby continues to reserve unto itself, its successors and assigns, the right to grant any utility or other easements and to make dedications for the benefit of the general public over, under, or otherwise affecting the Site. Notwithstanding the foregoing, however, the foregoing reservation of rights shall not be construed to permit Lessor (i) to build any structures or improvements of any type over any portion of the Site during the term of this Lease, or (ii) during the term hereof, to take any action that would materially interfere with or adversely affect Lessee's use of the Site or the value of any improvement constructed thereon.

#### ARTICLE IV – MAINTENANCE AND UTILITIES

A. Maintenance. During the term of this Lease, Lessee, at its expense, shall at all times maintain the Site, the REF, and any other improvements located on the Site (if any), in a clean and orderly condition in accordance with Prudent Utility Practices (as defined in the Gas Agreement) and all applicable laws, rules and regulations of the County of Will, the State of Illinois and the United States. Lessee shall be fully responsible, at its cost, for the proper disposal of all waste and debris generated at the Site, including without limitation the waste and debris generated by the REF.

B. Compliance with Legal Requirements, Permits and Approvals. At all times and in all events, ordinary and extraordinary, whether or not foreseen or foreseeable as of the date of this Lease, Lessee, at its expense, shall keep or cause to be kept the Site, the REF, and any other improvements located on the Site (if any) in a condition conforming to (i) all applicable laws, rules, regulations, permits, licenses and/or approvals of, or issued by, the County of Will, the State of Illinois and the United States, and (ii) the requirements of all policies of insurance maintained in force by Lessee or Lessor on or with respect to the Site or the REF, pursuant to the provisions of this Lease.

C. Utilities and Services. Lessee agrees to pay or cause to be paid all charges for services used, rendered or supplied upon or in connection with the Site and the REF throughout the term of this Lease, and to indemnify Lessor and save Lessor harmless against any claims on account of Lessee's failure to do so. Lessee shall pay all bills for water, sewer, telephone, electric and other utilities due and owing for the use of the Site and the REF throughout the term of this Lease.

D. Payment of Taxes. Lessee shall pay when due, before any fine, penalty, interest or cost may be added thereto for the late or non-payment thereof, all taxes that are assessed, levied or imposed upon all or any portion of the Site or the REF or any portion thereof or interest therein at any time during the term of this Lease, whether or not payable during the term of this Lease and irrespective of the person on which the taxing authority may impose any such tax.

E. Inspection and Tours. Lessor and its authorized representatives, upon reasonable prior notice to Lessee which shall be given not less than twenty-four (24) hours in advance (except in the case of an emergency), may enter upon the Site, the REF and any other improvements located on the Site (if any) at all reasonable times throughout the term of this Lease for the purposes of inspecting the same and to assure Lessor of Lessee's compliance with the provisions of this Lease. Lessee, its authorized representatives and all third parties brought onto the site by Lessor shall comply with Lessee's rules applicable to third parties entering the Site and any visits to the site by such parties shall not interfere with Lessee's operations on the Site. Lessor shall indemnify Lessee from any damage to Lessee's property or the site by Lessee, its representative or third parties brought onto the Site by Lessor.

#### ARTICLE V – DEFAULT

A. Events of Default. In the event Lessee fails to perform or meet any term, condition, covenant, agreement or obligation on the part of Lessee to be performed or met under this Lease in all material respects, and such occurrence occurs and continues for thirty (30) days after written notice thereof is given by Lessor to Lessee, such occurrence shall constitute a default under this Lease. A default under the Gas Agreement shall be considered a default under this Lease. Lessee shall have the opportunity to cure any default hereunder in accordance with Section C of Article V of this Lease.

B. Opportunity to Cure. Lessee shall cure the default within thirty (30) Days after Lessor's receipt of Lessee's written notice of default; provided, however, that where the default cannot be cured within thirty (30) Days, the Lessee shall have an additional one hundred eighty (180) days to cure the default provided that the Lessee has taken steps to cure the default within the initial

thirty (30) day cure period and thereafter pursues a cure with reasonable diligence until a cure is effected.

C. Remedies. In the event of an uncured default by Lessee and the expiration of any applicable cure period, Lessor shall have all of its rights at law and in equity, including without limitation the right, upon written notice to Lessee, to terminate this Lease. The damages available to Lessor hereunder shall be limited to actual direct damages, and in no event shall Lessee be liable to Lessor for indirect, incidental, consequential or special damages.

#### ARTICLE VI – TERMINATION

A. Access to Site. Lessee's right to enter upon the Landfill and the Site shall automatically expire upon the termination or expiration of this Lease; provided, however, that following such termination or expiration, (i) Lessor shall afford Lessee reasonable access to the Site for two hundred forty (240) days thereafter to remove Lessor's equipment and other personal property, and (ii) Lessee shall promptly remove such equipment and personal property from the Site.

B. Obligations During Post-Termination Period. During any period time following the termination or expiration of this Lease that Lessee is afforded the right to enter upon the Site, Lessee's insurance and indemnity obligations hereunder shall remain in full force and effect. This Article VI shall survive the termination of this Lease.

#### ARTICLE VII - LESSEE'S RIGHTS OF QUIET ENJOYMENT

A. Discharge of Liens. Lessee covenants and agrees that it shall keep, or cause to be kept, the Site, all access areas and all equipment and materials that are incorporated into the REF or are the property of Seller, free and clear of mechanics, laborers' or materialmen's liens and all other liens of a similar nature which may arise in connection with work of any character or service of any nature at the Site. Within ninety (90) days of the filing thereof, Lessee shall, at its own expense, take such action as may be necessary to discharge by payment or bond, any such lien as may arise. Upon Lessor's discovery of any lien required to be discharged by Lessee pursuant to this Agreement, Lessor shall promptly give written notice to Lessee. If Lessee shall fail to discharge any such lien within the period of time allotted hereunder, then, in addition to any other right or remedy it may have hereunder or otherwise, Lessor may, but shall not be obligated to procure the discharge of said lien by either paying the amount claimed to be due into court or by procuring a bond for said amount. Any amount paid or deposited by Lessor for any of the aforesaid purposes, together with all associated costs or expenses, including attorneys' fees, shall be payable by Lessee to Lessor within fifteen (15) days of demand.

B. Subordination and Quiet Enjoyment. Lessor hereby warrants and agrees that Lessee shall have the quiet enjoyment of the Site and the rights granted under this Agreement, and shall procure and maintain such right of quiet enjoyment for Lessee.

## ARTICLE VII – MISCELLANEOUS PROVISIONS

A. Incorporation. The Parties acknowledge and agree the Articles of the Gas Agreement listed below are incorporated herein by reference as if set forth below in full and are considered a part hereof and are deemed controlling, to the extent applicable, on the Parties to this Lease (provided, however, that any reference in any such Article to the “Agreement” shall be interpreted to mean this Lease):

1. Article V, Section A (Approvals, Construction, Initial Start Up – Permits and Approvals)
2. Article VI, Section F (Expansion or Decommissioning of REF – Right to Purchase upon Decommissioning)
3. Article VII, Section B (Tours)
4. Article XI (Compliance with Legal Requirements)
5. Article XII (Indemnification & Insurance)
6. Article XIII (Taxes, Utilities)
7. Article XIV (Assignment)
8. Article XV (Force Majeure)
9. Article XVII (Notices)
10. Article XVIII (Representations and Warranties) (provided, however, that Article XVIII, Section A, Paragraphs 1 and 2 are not incorporated herein)
11. Article XIX (Miscellaneous) (provided, however, that Article XIX, Section E as incorporated herein is amended to read as follows:

“This Lease and the Gas Agreement supersede any and all oral and written agreements and understandings heretofore made relating to the subject matter herein and therein and together constitute the entire agreement and understanding of the Parties relating to the subject matter herein and therein.”)

B. Recitals. The recitals set forth at the beginning of this Lease are hereby incorporated into the body of this Lease as if set forth herein in full.

C. Prevailing Party. The parties hereto agree that in the event of litigation between them in connection with or arising out of this Lease, the prevailing party shall be entitled to recover all out-of-pocket expenses, including without limitation attorneys’ and paralegals’ fees, incurred by the prevailing party in connection with that litigation. The obligation of the Parties under this Section C shall survive any termination of this Lease.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first written above.

COUNTY OF WILL,  
a political subdivision of the State of Illinois

By: Lawrence M. Walsh  
Name: Lawrence M. Walsh  
Its: Will County Executive

STATE OF ILLINOIS     )  
  )  
COUNTY OF WILL     )

On the 6th day of April, 2010, before me, the undersigned, personally appeared Lawrence M. Walsh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this agreement and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the agreement, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public, State of Illinois  
Appointed in Will County  
My Commission Expires: 2/9/14

Panayiota Panagiotopoulos  
Notary

