

COLLATERAL ASSIGNMENT OF SERVICE CONTRACT

dated as of ____, 2021

RIALTO BIOENERGY FACILITY, LLC

COLLATERAL ASSIGNMENT OF SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, RIALTO BIOENERGY FACILITY, LLC, a Delaware limited liability company, whose address is 705 Palomar Airport Road, Suite 200, Carlsbad, CA 92011 (the "*Company*"), in consideration of the loan of the proceeds of the \$117,200,000 Solid Waste Disposal Revenue Bonds (Rialto Bioenergy Facility, LLC Project) Series 2019 (AMT) (Green Bonds) (the "*Bonds*") issued by The California Pollution Control Financing Authority (the "*Issuer*") pursuant to a Loan Agreement dated as of January 1, 2019 (the "*Loan Agreement*") between the Issuer and Company, does hereby collaterally sell, assign, transfer and set over unto UMB BANK, N.A., as Trustee (the "*Trustee*") under the Indenture of Trust dated as of January 1, 2019 (the "*Indenture*") between the Issuer and Trustee and grant to Trustee, on behalf of the Bondholders, a continuing first priority security interest in all right, title, interest and claim of Company in:

(i) the agreement identified on Exhibit A hereto ("*Service Contract*"), by which the Company receives revenues from the acceptance and processing of waste for beneficial use, which revenues constitute Gross Revenues; and

(ii) all proceeds of any and all of the foregoing (all of the foregoing rights, interests, properties and privileges hereby assigned and in which a security interest is hereby granted being hereinafter collectively referred to as the "*Collateral*").

All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

The assignment and security interest herein granted and provided for are made and given to secure and shall secure (i) the payment in full of all principal of, premium, if any, and interest on the Bonds, (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated as of the date hereof, from Company for the benefit of Trustee, as amended, supplemented and restated from time to time (the "*Mortgage*"), as security for the Bonds and any and all other indebtedness intended to be secured thereby, (iii) the payment and performance of all obligations, covenants, promises and agreements of Company under the Loan Agreement and any and all other Loan Documents (as defined in the Mortgage), and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by Trustee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii) and (iii) or any security therefor, including this Assignment (all of the foregoing being hereinafter collectively referred to as the "*indebtedness hereby secured*").

1. Company represents and warrants that (a) a true, correct and complete copy of the Service Contract has been delivered to Trustee (or will so immediately upon execution thereof) as of the date hereof; (b) Company's interest therein is not subject to any claim, defense, counter-claim, lien, consent, set-off or encumbrance of any nature; (c) the Service Contract has not been modified, amended or otherwise changed except as disclosed to Trustee; (d) the Service Contract is in full force and effect and free from default; (e) Company has all necessary right, power and authority to enter into the Service Contract and perform its obligations thereunder; (f) Company is in compliance with all of the terms and conditions of the Service Contract; and (g) Company shall promptly provide Trustee with a copy of all amendments, modifications, additions and waivers of any provisions of the Service Contract.

2. Company hereby irrevocably constitutes and appoints Trustee its true and lawful attorney in fact, such power of attorney coupled with an interest, with full power of substitution for it and in its name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance

for any and all sums, payments and distributions which may be or become due or payable to Company, its successors and assigns, under the Service Contract or on account of the Collateral or which constitute a part of the Collateral with full power to settle, adjust or compromise any claim thereunder or therefor as fully as Company could itself do and to endorse the name of Company on all commercial paper given in payment or part payment of such sums and, in the discretion of Trustee, to cure any default of Company under the Service Contract, to file any claim or to take any other action or proceeding, either in its own name or in the name of Company, or otherwise, which Trustee may deem necessary or reasonably appropriate to collect any and all sums, payments and distributions which may be or become due or payable to Company under the Service Contract or in respect or on account of the Collateral or which constitute a part of the Collateral or which Trustee may deem necessary or reasonably appropriate to protect and preserve the right, title and interest of Company or Trustee in and to the Collateral and the security intended to be afforded thereby; *provided*, that Trustee agrees that it will not exercise any of the aforesaid rights under this paragraph prior to the occurrence of an event of default under the Loan Agreement or the Mortgage and the expiration of any cure period set forth therein.

3. Company hereby further covenants that it will upon request of Trustee execute and deliver such further instruments and do and perform such other acts and things as Trustee may deem necessary or reasonably desirable to more effectively vest in and secure to Trustee the Collateral, including but not limited to obtaining consent to this assignment from, the counterparty to the Service Contract, the form of which consent is attached hereto as *Exhibit B*.

4. Company hereby authorizes any party at any time holding sums, payments or distributions due Company and constituting part of the Collateral upon demand of Trustee to such party to make payments and distributions directly to Trustee, such party shall pay all such sums, payments and distributions directly to Trustee and Company agrees that such payments to Trustee as aforesaid shall be a good receipt and acquittance against Company to the extent so made. Trustee agrees with Company, that except during the continuance of an event of default, Company may collect all sums due or to become due in respect of the Collateral and use the same in a manner which is not inconsistent with the requirements of the Loan Agreement. Any party to the Service Contract shall be fully protected in paying sums due in respect of the Collateral directly to Trustee upon its demand therefor.

5. Company agrees to perform all of its obligations under the Service Contract within the time limitations therein provided for. In the event Company fails to pay or perform any of its obligations under the Service Contract within any applicable period of grace, Trustee may, but need not, pay or perform such obligation at the expense and for the account of Company (and Trustee will send Company a notice of its election to so pay or perform describing the obligation of Company which Trustee intends to perform) and all funds expended for such purposes shall constitute so much additional indebtedness hereby secured which Company promises to pay upon demand together with interest thereon at a rate per annum applicable pursuant to the Loan Agreement.

6. Upon the occurrence of any event of default in respect of the indebtedness hereby secured and unless and until the same shall be cured, Trustee may (i) exercise all remedies available to it under applicable law, (ii) enforce the rights of Company under the Service Contract, (iii) collect and receive all sums due or to become due with respect of the Collateral and apply same to the indebtedness hereby secured in such order and manner as it may elect, and (iv) have all the rights and remedies of a secured party upon default as provided for in the Uniform Commercial Code of California (the "*Code*"). Any requirement of said Code for reasonable notice shall be satisfied if such notice is personally served or mailed (certified

mail, return receipt requested) to Company at the address set forth above, at least ten (10) days before the time of the sale, disposition or other event or thing giving rise to the requirement for such notice. The reasonable expenses of collecting all sums due or to become due in respect to the Collateral and/or in connection with protecting, preserving or realizing upon the rights of Trustee in and to the Collateral, including, without limitation, court costs and reasonable attorneys' fees, shall constitute so much additional indebtedness hereby secured which Company hereby promises to pay upon demand with interest thereon at the rate per annum applicable pursuant to the Loan Agreement from the date of expenditure.

7. This Assignment constitutes an assignment of rights only and not an assignment of any of the duties and obligations of Company under the Service Contract and by its acceptance hereof Trustee does not undertake to perform any of such duties and responsibilities and shall incur no liability for any action taken by it or on its behalf. Company shall continue to be liable for all its obligations under the Service Contract. Company does hereby indemnify and agree to hold Trustee harmless from and against any and all loss, cost, liability or expense (including attorneys' fees and expenses) resulting from a default by Company under the Service Contract. This Assignment shall be binding upon Company and upon its successors and assigns and shall inure to the benefit of Trustee, on behalf of the Bondholders, and its successors and assigns (including any subsequent holder of any of the indebtedness hereby secured).

8. All provisions hereof are intended to be severable and if any term, condition and provision hereof shall be held invalid or unenforceable, the validity and enforceability of the remaining terms, conditions or provisions hereof shall in no way be affected thereby. This instrument may only be amended or modified by an agreement in writing signed by the party against whom enforcement of the amendment or modification is sought. This instrument, including matters of interpretation and construction, and the rights of Trustee and the duties and obligations of Company hereunder, shall be determined in accordance with the internal laws of the State of California without regard to principles of conflicts of law.

9. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the maximum amount of indebtedness secured by this Assignment is \$117,200,000, plus the total amount of all advances made by Trustee to protect the Premises and the security interest and lien created, including without limitation amounts advanced for the payment of taxes, special assessments or insurance on the Premises, plus the amount of any indemnity given by Company in any of the documents related to the Bonds, plus interest on all of the foregoing, and all costs of enforcement and/or collection related thereto.

Executed and delivered as of the ___ day of _____, 2021.

RIALTO BIOENERGY FACILITY, LLC

By: _____
Its: Arun Sharma, President

EXHIBIT A

SERVICE CONTRACT

1. Service Contract, dated _____, 2021, between Orange County Sanitation District and Rialto Bioenergy Facility, LLC.

EXHIBIT B

CONSENT TO COLLATERAL ASSIGNMENT

THE UNDERSIGNED (“*Contracting Party*”) is the Contracting Party under the Service Contract dated _____, 2021 (the “*Service Contract*”), between Contracting Party and Rialto Bioenergy Facility, LLC (the “*Company*”) and hereby consents to and approves the assignment, for security purposes only, by the Company to Trustee of the Service Contract, pursuant to the Collateral Assignment of Service Contract (the “*Collateral Assignment*”) from Company to UMB Bank, N.A., as Trustee (“*Trustee*”).

1. Consent.

a. Subject to the terms and conditions of this consent (this “*Consent*”), Contracting Party hereby consents to Company’s collateral assignment of Company’s rights under the Service Contract, as provided in the Collateral Assignment. This Consent is given subject to the conditions that the assignment to Trustee of the Service Contract pursuant to the Collateral Assignment is for security purposes only and that Trustee does not have rights under the Service Contract to enforce the provisions of the Service Contract unless and until an event of default has occurred and is continuing in respect of the indebtedness secured by the Collateral Assignment (a “*Financing Default*”). Subject to the terms and conditions of this Consent, Contracting Party confirms to Trustee that at any time after the occurrence and during the continuation of a Financing Default, Trustee may exercise the rights of Company under the Service Contract (such right to include, if termination by Company is otherwise permitted under the Service Contract, termination by Trustee pursuant to the terms of the Service Contract).

b. If a Financing Default has been declared by Trustee and pursuant thereto Trustee is exercising remedies under indebtedness secured by the Collateral Assignment to declare all obligations of Company thereunder immediately due and payable (an “*Acceleration Notice*”), Trustee shall, concurrently with the delivery of any Acceleration Notice to Company, provide a copy of such Acceleration Notice to Contracting Party at the address for notices set forth below Contracting Party’s signature hereto; provided, however, that delay by Trustee in delivering such notice shall not modify or waive any of Trustee’s rights under the Collateral Assignment.

c. Notwithstanding any provision to the contrary under applicable law or in any security or other agreement executed by Company, Trustee may assume the Service Contract (whether by foreclosure sale, conveyance in lieu of foreclosure or otherwise) provided that, on or before the date of assumption, Trustee or any third party, as the case may be, assuming the Service Contract: (i) cures or causes to be cured any and all defaults of Company under the Service Contract, if such default is capable of being cured (any such default, and any default that is curable by payment of a monetary amount, a “*Curable Default*”), (ii) executes and delivers to Contracting Party a written assumption agreement assuming all of Company’s rights and obligations under the Service Contract arising from and after the date of such assumption in form and substance reasonably satisfactory to Contracting Party, and (iii) subject to the foregoing, otherwise satisfies and complies with all the requirements of the Service Contract. Any assumption may be made only by an entity with financial qualifications (including collateral support and any other additional security as may reasonably be required by Contracting Party) and operating experience reasonably satisfactory to Contracting Party.

2. Defaults under Service Contract.

a. Contracting Party shall give notice to Trustee of an Event of Default by Company under the Service Contract (“*Service Default*”) before exercising its right to terminate the Service Contract as a result of such Service Default.

b. Contracting Party shall not terminate or suspend performance under the Service Contract for a Service Default unless it has first afforded Trustee a cure period for Service Default. Without prejudice to Trustee's rights under Sections 2(f) and (g), this Trustee's cure period shall commence immediately after the expiration of the applicable cure period of Company under the Service Contract and shall equal: (i) in the case of monetary defaults, thirty (30) calendar days from the expiration of Company's right to cure such default under the Service Contract; (ii) in the case of non-monetary defaults, other than as described in (iii) below, sixty (60) calendar days from the expiration of Company's right to cure such default under the Service Contract; or (iii) in the case of Company becoming the subject of any bankruptcy or insolvency proceeding under applicable law ("Bankruptcy"), other than any such default arising as a result of any proceeding under Chapter 7 of the United States Bankruptcy Code, in which case there shall be no cure period, twenty (20) business days from the expiration of Company's right to cure such default under the Service Contract. In the event that all Service Defaults that are Curable Defaults are (1) cured within the applicable period or if possession of the Project is necessary for Trustee to cure a Service Default (it being acknowledged and agreed that possession of the Project is not necessary to cure any monetary default) and the Section 2(f) Notice (as defined in Section 2(f)) is timely provided to Contracting Party, Contracting Party shall not terminate the Service Agreement based on such Service Default (or any other existing Service Default not constituting a Curable Default) except as provided in this Consent, or (2) not cured within the applicable period and if either possession of the Project is not necessary for Trustee to cure a Service Default (it being acknowledged and agreed that possession of the Project is not necessary to cure any monetary defaults) or if possession of the Project is necessary for Trustee to cure a Service Default but the Section 2(f) Notice was not timely provided, notwithstanding anything to the contrary set forth in the Service Contract, the Collateral Agreement or this Consent, Contracting Party may terminate the Service Contract based on such Service Default.

c. During the existence of any Service Default, Contracting Party may require Company or Trustee to provide to Contracting Party a report concerning: (i) the status of efforts by Company or Trustee to develop a plan to cure the Service Default; (ii) impediments to the cure plan or its development; (iii) if a cure plan has been adopted, the status of the cure plan's implementation (including any modifications to the plan as well as the expected timeframe within which any cure is expected to be implemented); and (iv) any other information that Contracting Party may reasonably require related to the development, implementation, and timetable of the cure plan. Company or Trustee must provide the report to Contracting Party within ten (10) business days after receipt of notice from Contracting Party requesting the report. Contracting Party will have no further right to require the report with respect to a particular Service Default after that Service Default has been cured to Contracting Party's satisfaction. Company irrevocably consents to Trustee's providing of any such information to Contracting Party.

d. If Contracting Party fails to deliver a notice of a Service Default to Trustee as provided in Section 2(a), the cure periods applicable to Trustee, as set forth under Section 2(a), shall be extended, as to Trustee only, on a day-to-day basis until such time as Contracting Party delivers a copy of such notice of Service Default to Trustee. Except for a delay in the commencement of the cure period for Trustee, delay of Contracting Party to deliver notice of an Service Default shall not waive Contracting Party's right to take any action under the Service Contract and will not subject Contracting Party to any damages, liability, or claims, if any, for delay or failure to provide such notice of Service Default to Trustee or Company.

e. In the event Trustee or its designee or assignee, or any purchaser at a foreclosure, takes possession of, or title to the Project (meaning the Company's waste processing facility) (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure), Trustee or its designee or assignee, or such purchaser, as the case may be, shall assume the Agreement and cause to be cured within

the timelines set forth in Section 2(b) any Service Default (constituting a monetary default or a Curable Default) existing as of the possession date.

f. If possession of the Project is necessary for Trustee to cure a Service Default (it being acknowledged and agreed that possession of the Project is not necessary to cure any monetary defaults) and Trustee commences foreclosure proceedings against Company, or proceedings for the appointment of a receiver with respect to the Project, within sixty (60) days after receiving notice of a Service Default from Contracting Party, Trustee shall be allowed a reasonable additional period to complete such foreclosure proceedings as long as Trustee is, in compliance with the terms and conditions of this Consent, diligently pursuing such foreclosure proceedings and provides Contracting Party with copies of what is filed to commence such proceedings and regular updates as to the status of such foreclosure proceedings, such period not to exceed three hundred sixty-five (365) days in the aggregate after Trustee's receipt of notice of such Service Default; provided, however, that Trustee shall provide a written notice to Contracting Party that it intends to commence foreclosure proceedings with respect to Company, or proceedings for the appointment of a receiver with respect to the Project, within sixty (60) days of receiving a notice of such Service Default from Contracting Party or Company, whichever is received first (such notice to specify (1) that such possession is required for Trustee to cure a Service Default (it being acknowledged and agreed that possession of the Project is not necessary to cure any monetary defaults) and (2) why such possession is necessary) (the "*Section 2(f) Notice*"), and during any such foreclosure proceedings, Trustee shall continue to cure any monetary Service Default and, to the extent that Trustee has sufficient access and rights with the respect to the Project to do so, to cause the performance of the other duties and obligations of Company under the Service Contract. In the event Trustee, or a purchaser or grantee, succeeds to Company's interest in the Project as a result of foreclosure proceedings, Trustee, or such purchaser or grantee pursuant to such foreclosure, as the case may be, shall be subject to the requirements of the Service Contract as provided in this Consent and the applicable assignment and assumption agreement.

g. Notwithstanding anything to the contrary set forth in the Service Contract, the Collateral Agreement or this Consent:

(i) If Section 2(f) is applicable and (for any reason other than for an event of Force Majeure, as defined in the Service Contract) Trustee does not have sufficient access and rights with the respect to the Project to cause the Project to accept and process the waste as contemplated pursuant to the Service Contract, Contracting Party shall be permitted to halt delivery to the Project and to make temporary arrangements for the acceptance and processing of waste otherwise deliverable, until (unless the cure period applicable under Section 2(f) has expired, in which case Contracting Party may terminate the Service Contract) the date that is thirty (30) days after written notice to Contracting Party that the Project is again able to accept and process the waste (the period commencing at the beginning of such period and ending on the date that is thirty (30) days after such written notice, the "*Cessation Period*"). During the Cessation Period, (A) Contracting Party shall not be deemed to be in breach of the Service Contract by reason of nondelivery of waste to the Project during the Cessation Period, and (B) Contracting Party shall be relieved of its payment obligations under the Service Contract as they pertain to the nonacceptance of waste to the Project during the Cessation Period, but without waiving or impairing any right that Contracting Party may have against the Company to claim damages in respect of the occurrence of the Cessation Period, including, without limitation, with respect to the costs to transport and process the waste to an alternative processing facility in excess of the (1) transportation costs incurred to transport the waste to the Project, and (2) the applicable payment multiplied by the number of tons delivered to such alternate facility during the Cessation Period (any such claim, an "*Additional Damage Claim*").

(ii) If (A) Contracting Party asserts an Additional Damage Claim, and (B) (without obligating Trustee or any party other than the Company to pay all or any portion of such Additional Damage Claim) within thirty (30) days after receipt by Trustee (or a purchaser or grantee) of notice from Contracting Party asserting such Additional Damage Claim and including a calculation, in reasonable detail, of the amount thereof, Trustee (or such purchaser or grantee) does not (1) pay to Contracting Party any undisputed portion of such Additional Damage Claim, (2) provide written notice to Secured Party of any disputed portion of such Additional Damage Claim setting forth the basis therefor in reasonable detail, and (3) undertake to pay any disputed portion of such Additional Damage Claim to which Contracting Party may ultimately be determined to be entitled, then (C) Contracting Party may, by notice to Trustee (or such purchaser or grantee, as applicable), terminate the Service Contract on a date designated by Contracting Party in such notice.

h. In the event that (i) the Service Contract is rejected by a trustee or debtor in possession in any Bankruptcy or (ii) the Service Contract is terminated as a result of any Bankruptcy and, if within ninety (90) days after such rejection or termination, Trustee shall so reasonably request and shall certify in writing to Contracting Party that it intends to perform the obligations of the Company as and to the extent required under the Service Contract, to the extent permissible and lawful under the existing Laws will promptly execute and deliver to the Secured Party a new Service Contract with the Secured Party which shall be for the balance of the remaining term under the original Service Contract before giving effect to such rejection or termination in connection with such Bankruptcy and which shall contain the same conditions, agreements, terms, provisions, and limitations as the original Service Contract except for any requirements which have been fulfilled by the Company and Contracting Party prior to such rejection or termination in connection with such Bankruptcy.

i. In furtherance of the foregoing, except as otherwise provided in this Consent (including, without limitation, Sections 1(c)(i) and 8(a)(z)), none of Trustee, its successors or assigns, or any purchaser at foreclosure, shall be liable for any action or omission of any prior party to the Service Contract, bound to any payment of any compensation or other fee that may have accrued and be due and payable as of the date of notice of Service Default, or bound by any amendment or modification of the Service Contract not made in compliance with the terms and conditions of Section 4 of this Consent.

3. Representations by Contracting Party.

a. Contracting Party represents and warrants to Trustee that, as of the date hereof, (a) the Service Contract is in full force and effect (assuming due and valid execution thereof by Company); (b) to Contracting Party's actual knowledge, without independent investigation, Company is in compliance with all of the terms and conditions of the Service Contract; (c) Contracting Party is not in default under the Service Contract and, to Contracting Party's actual knowledge, without independent investigation, (1) there is no Service Default under the Service Contract, and (2) no condition that exists, and no event, act or omission that has occurred, that is an Service Default or that would be an Service Default with the giving of notice, the passage of time or both; (d) the Service Contract is a full and complete statement of the agreements, covenants, terms and conditions of Contracting Party and Company with respect to the subject matter contained in the Service Contract.

b. Contracting Party makes no representation or warranty, express or implied, that Company has any right, title, or interest in the Service Contract or as to the priority of the assignment for security purposes of the Service Contract, and shall not have any liability to Company or Trustee with respect thereto. Nothing in this Consent shall be deemed to make Contracting Party responsible or liable for any obligations of Company.

c. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONSENT, NO PARTY HERETO MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.

4. Amendment to Service Contract. Contracting Party shall promptly send notice to Trustee upon entering into any amendment, restatement, revision or replacement of the Service Contract. Furthermore, Contracting Party acknowledges that: (a) Company may not enter into an amendment, restatement, revision or replacement of the Service Contract without Trustee's consent, which consent shall not be unreasonably withheld; provided however, that Company shall provide Contracting Party with written documentation evidencing that Company has received Trustee's consent prior to executing such amendment, restatement, revision or replacement of the Service Contract, and Contracting Party shall have no obligation or responsibility to investigate or make any determination as to the validity or legitimacy of such documentation, but shall be entitled to rely solely upon the documentation provided by Company; and (b) without such consent any such amendment, restatement, revision or replacement shall be void *ab initio*.

5. Limitation of Liability of Trustee. Except for Trustee's gross negligence or willful misconduct: (a) Contracting Party shall look exclusively to Trustee's (or that of its successors and assigns) interest in collateral in which Trustee, in its capacity as such, has been granted a lien or security interest for the payment or performance of the indebtedness secured by the Collateral Assignment for payment or discharge of any obligations of Trustee in respect of the Service Contract, the Collateral Assignment, or this Consent; and (b) Contracting Party shall not collect or attempt to collect any judgment or claim against Trustee in respect of the Service Contract, the Collateral Assignment, or this Consent out of any assets of Trustee held in any other capacity.

6. Rights Cumulative. Contracting Party also understands that Trustee's rights set forth above are in addition to, and not in derogation of, any rights that Trustee may have pursuant to the Collateral Assignment, and that Trustee may assign its rights under the Collateral Assignment, and its rights hereunder, to any successor or assignee secured party appointed in connection with the Financing without the consent of Contracting Party, provided that such successor or assignee secured party shall assume the obligations of Trustee hereunder, and Contracting Party may continue to direct communications to Trustee until Contracting Party receives notice of such assumption, including contact information for such new secured party.

7. Waiver; Satisfaction of Loan Agreement. Except as provided in this section, neither this Consent nor any of the terms hereof may be terminated, amended, supplemented or modified except by an instrument in writing signed by each of Contracting Party, Company and Trustee. A waiver of a party's rights under this Consent shall not be effective unless in writing and signed by the party waiving any such rights. The parties' obligations hereunder will remain in full force and effect until such time as the security interest in the Service Contract granted to Trustee pursuant to the Collateral Assignment has been released, whether by the satisfaction or legal defeasance of all of Company's obligations in respect of the financing in connection with which the Bonds are being issued (the "*Financing*") or otherwise; provided that no party hereto shall be relieved or excused from any breach by such party of this Consent prior to such release. Trustee and Company shall notify Contracting Party of within thirty (30) days of any such release, and this Consent shall be deemed terminated as of the date of such release.

8. Additional Terms and Provisions. Notwithstanding anything to the contrary set forth herein, the following provisions shall apply, and to the extent that any term or provision of this Section 8 conflicts with any other term or provision of this Consent or otherwise, the term or provision in this Section 8 shall control and prevail.

a. Trustee may assign or transfer (or cause the assignment and transfer of) the Service Contract (as opposed to the transfer of its rights as a secured party, which shall be governed by Section 6), only to an assignee or designee who (i) assumes and agrees in writing in form and substance reasonably satisfactory to Contracting Party to perform all of Company's obligations under the Service Contract arising from and after the date of assumption and all obligations arising after the date of assumption; (ii) is not, and is not an Affiliate of, a competitor of Contracting Party, its parent company or any Affiliate thereof in the waste disposal or waste hauling business (such competitor status to be determined by Contracting Party in its reasonable judgment); (iii) does not have, directly or indirectly or through any Affiliate thereof, a significant or material history of litigation or disputes involving Contracting Party, its parent entity or any Affiliate thereof; and (iv) is not, directly or indirectly or through any Affiliate thereof, involved in any dispute, claim, cause of action, breach or default (and no reasonable basis exists for any of the foregoing) between Contracting Party, its parent entity or any Affiliate thereof as of the date of any such proposed subsequent transfer of the rights of Trustee under the Service Contract (each of Trustee, its nominee, designee or assignee who satisfies each of the foregoing conditions, as determined by Contracting Party in its reasonable judgment, an "*Approved Successor*"). Following such assignment or transfer, the Approved Successor (x) shall assume, by execution of an assignment and assumption agreement (in form and substance reasonably satisfactory to Contracting Party), subject to clause (z) of this Section 8(a), all of the obligations of Company under the Service Contract arising from and after such assumption, (y) the Service Contract shall continue in full force and effect, and (z) the Approved Successor shall cure all monetary defaults of Company under the Service Contract simultaneously with such assumption and shall, as promptly as reasonably possible, commence the cure of all other Curable Defaults thereunder and thereafter diligently pursue such cure to completion, and upon such completion Contracting Party's right to terminate the Service Contract based upon any such Curable Defaults, or upon any Service Default other than a Curable Default, shall be deemed waived. Notwithstanding the foregoing, Contracting Party shall retain all rights and remedies against Company under the terms of the Service Contract.

b. Notwithstanding anything to the contrary set forth herein, Contracting Party shall have the right to request written instruction or direction from Trustee (or the Approved Successor) in connection with any action Trustee or such Approved Successor has orally requested that Contracting Party take pursuant to this Consent, and, upon delivery by Trustee or such Approved Successor, the parties hereto agree such written instruction or direction may be relied upon by Contracting Party without any independent investigation or confirmation. The parties hereto agree that in the event that there is any conflict between an instruction or direction from Company to Contracting Party and an instruction or direction from Trustee (or the Approved Successor) to Contracting Party, the instruction or direction from Trustee (or the Approved Successor) to Contracting Party shall control and prevail, and Company agrees (i) that it waives and releases any and all right to challenge or dispute such instruction or direction or the terms of this Section and (ii) to indemnify, defend and hold harmless Contracting Party and its Affiliates from and against any claims, demands, actions, causes of action, losses, liabilities or damages related to such conflicts, instructions or directions.

c. Except as expressly provided in this Consent, nothing herein shall be deemed to (i) modify, alter or amend any of the provisions of the Service Contract, including, without limitation, the restrictions on assignment and transfer contained in the Service Contract, (ii) constitute a consent by Contracting Party to any future assignment or transfer of the rights of Trustee under the Service Contract, or (iii) constitute a consent or approval of any matters which may be contemplated by the Service Contract and which are subject to Contracting Party's or Company's further consent or approval under the Service Contract. Except as expressly provided in this Consent, nothing herein shall be deemed to constitute an amendment or modification of the Service Contract with respect to Contracting Party's right to (x) terminate the Service Contract in accordance with the terms thereof and hereof, (y) recover damages for breach or default of the Service Contract or this Consent in accordance with the terms thereof and hereof or (z) seek specific

performance of any obligation owing to Contracting Party under, and in accordance with, the Service Contract or this Consent.

d. If a receiver or trustee is designated or appointed to manage or operate the Project, Trustee shall request the court designating or appointing such receiver or trustee include in the order (i) a direction to the receiver or trustee to provide evidence of the existence of insurance coverage satisfying the requirements of Section 14.2 of the Service Contract, and (ii) authority for the receiver or trustee to procure such insurance, if necessary for such purpose.

9. Miscellaneous.

a. For purposes of this Consent, (i) an “Affiliate” of a Person means any Person that controls or is controlled by, or is under common control with, a party, with the word “control” (and correspondingly, “controlled by” and “under control with”), as used with respect to such Person, meaning (A) ownership of fifty percent (50%) or more of all of the voting stock of any corporation, or fifty percent (50%) or more of all of the legal and equitable interest in any other business entity, or (B) the possession of or the power to direct or cause the direction of the day-to-day management and policies of such Person; and (ii) a “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, whether for profit or not for profit.

b. If the parties resort to legal action for the enforcement or interpretation of this Consent or for damages on account of a breach hereof, the prevailing party shall be entitled to an award of its reasonable fees and costs (whether taxable or not), including, without limitation, expert witness fees, all litigation related expenses, and reasonable attorneys’ fees incurred in connection with such action, which award shall be made by the court, not a jury. In determining which party is the prevailing party, the term “prevailing party” means the net winner of the dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (and whether such were pursued successfully or unsuccessfully) by the other party.

c. This Consent contains the final and entire agreement among the parties with respect to the subject matter hereof and is intended to be an integration of all prior negotiations and understandings.

d. This Consent may be executed in any number of counterparts and by different parties to this Consent on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

e. This Consent, including matters of interpretation and construction, and the rights, duties, and obligations of Contracting Party, Trustee, and Company hereunder, shall be determined in accordance with the internal law of the State of California without regard to principles of conflicts of law.

Dated: __, 2021

Orange County Sanitation District

By: _____
Name: Ruth Zintzun
Title: Purchasing & Contracts Manager

Address: 10844 Ellis Avenue, Fountain Valley, CA 92708
Phone: 714-962-2411
Fax: N/A
Email: rzintzun@ocsan.gov

With a copy to: Bradley R. Hogin, Esq.
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200, Costa Mesa, CA 92626
714-415-1006
bhogin@wss-law.com

ACKNOWLEDGED AND AGREED TO BY:

Rialto Bioenergy Facility, LLC

By: _____
Title: Arun Sharma, President

Address: 705 Palomar Airport Road, Suite 200, Carlsbad, CA 92011
Phone: 760-436-8870
Fax: 760-454-2887
Email: Arun.Sharma@anaergia.com

UMB Bank, N.A., as Trustee

By: _____
Title: Katie Carlson, Vice President

Address: 120 South Sixth Street, Suite 1400, Minneapolis, MN 55402
Phone: 612-337-7007
Fax: 612-337-7039
Email: Katie.Carlson@umb.com