

CONSENT AND AGREEMENT

[Landfill Gas; Construction Loan]

This CONSENT AND AGREEMENT (this “Consent and Agreement”) is entered into as of March _____, 2024 by Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida (the “Consenting Party”), and Nopetro Eco District, LLC, a Florida Limited Liability Company (the “Project Company”) for the benefit of Pathward, N.A., a national banking association (the “Financing Party”), in connection with a financing transaction between the Financing Party and the Project Company (the “Transaction”), pursuant to which the Financing Party will loan funds to Project Company to develop, construct, own, and operate a landfill gas to renewable natural gas project subject to the Assigned Agreement defined below (the “Facility”). Defined terms used herein and not defined have the meanings given to them in the Assigned Agreement (as defined below).

RECITALS

WHEREAS, the original Landfill Gas Agreement dated as of July 16, 2019 (“Original Agreement”), was made between the Consenting Party and the Indian River Eco District, LLC, a Texas limited liability company (the “IREC”), as amended by that certain Amendment No. 1 to Landfill Gas Agreement dated July 14, 2020 (“Amendment No. 1”), as amended by that certain Amendment No. 2 to Landfill Gas Agreement dated May 18, 2021 (“Amendment No. 2”), as further assigned by IREC to the Project Company by that certain Assignment and Assumption Agreement dated as of November 29, 2021 (“Assignment”), as further amended by that certain Amendment No. 3 to Landfill Gas Agreement December 20, 2022 (“Amendment No. 3”), as further amended by that certain Amendment No. 4 to Landfill Gas Agreement dated January 23, 2024 (“Amendment No. 4”) (collectively, the “Assigned Agreement”);

WHEREAS, pursuant to the Assigned Agreement, the Consenting Party would deliver and the Project Company would accept and purchase from Consenting Party the Landfill Gas (as defined in the Assigned Agreement) for the purpose of producing Renewable Natural Gas (as defined in the Assigned Agreement);

WHEREAS, Financing Party is financing construction and operation of the Facility pursuant to a certain (i) Construction Loan Agreement, to be dated as of the date hereof (“Construction Loan Agreement”), and (ii) Permanent Loan Agreement to be entered into after the maturity of the Construction Loan Agreement, as contemplated by that certain letter from Financing Party re: USDA Permanent Loan Financing Proposal for the Nopetro Eco District, LLC/Indian River Landfill Gas Project from Financing Party, dated October 20, 2023 (“Permanent Loan Agreement” and together with the Construction Loan Agreement, related security agreements, guaranty, financing and collateral agreements and documents described in the Construction Loan Agreement and the Permanent Loan Agreement, “Operative Documents”) between Financing Party and Project Company;

WHEREAS, the Project Company has assigned or will assign to the Financing Party all of its rights, title, obligations and interest in, to and under the Assigned Agreement as security for the Project Company’s obligations under the Transaction (all such assigned rights, the “Assigned Rights”);

WHEREAS, the Consenting Party is willing to (a) consent to such assignments and the grants of security interests by the Project Company in favor of the Financing Party and (b) agree to such other terms as described herein; and

WHEREAS, it is a condition precedent under the Construction Loan Agreement and the Permanent Loan Agreement that Project Company shall have executed and delivered this Consent and Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Collateral Assignment and Consent.

a. The Consenting Party consents to and acknowledges (i) the collateral assignment of a security interest in the Assigned Agreement from the Project Company to the Financing Party as collateral security of Project Company's right, title, obligations and interest in the Assigned Agreement; (ii) the right of the Financing Party to assume ("Financing Party Assumption") all of Project Company's right, title, obligations and interest in the Assigned Agreement in the event that there is an Event of Default under the Construction Loan Agreement or the Permanent Loan Agreement, as applicable, beyond any applicable right to cure (as defined therein); (iii) the pledge and assignment of all warranties and guaranties provided for under the Assigned Agreement by Project Company to Financing Party and agrees that such pledge or assignment shall not void or impair said warranties or guaranties in any way; and (iv) the right of Financing Party, in the event of a Financing Party Assumption, to further assign all of its right, title, obligations and interest in the Assigned Agreement to a third party. For the avoidance of doubt, unless and until there is direct assignment of the Assigned Agreement from the Project Company to the Financing Party, the Project Company shall remain responsible for all payments due and payable to the Consenting Party under the Assigned Agreement.

b. Consenting Party (i) consents to the direct assignment of the Assigned Agreement to Financing Party or any substitute owner, in the event that Financing Party notifies the Consenting Party that an Event of Default under the Transaction has occurred and is continuing and that Financing Party has exercised its rights to have itself or its designee or assignee substituted for the Project Company under the Assigned Agreement, acquire the Project Company or otherwise sell, assign, transfer or dispose of the Assigned Agreement to a third party, (ii) consents to the direct assignment of the Assigned Agreement to Financing Party upon the scheduled expiration of the Transaction if the Project Company elects to return the Facility to the Financing Party at such time, (iii) consents to the direct assignment of the Assigned Agreement upon the early termination of the Transaction if the Financing Party elects to repossess the Facility at such time, and (iv) acknowledges the right, but not the obligation, of Financing Party or its designee or assignee, in the exercise of its rights and remedies under the Transaction, upon the occurrence and continuation of a Project Company Default (as defined below) to make all demands, give all notices, take all actions and exercise all rights of the Project Company in accordance with the Assigned Agreement to the same extent as the Project Company thereunder, and agrees that in such event the Consenting Party shall continue to perform its obligations under the Assigned Agreement.

c. The parties agree that the Consenting Party is not pledging its credit under the Assigned Agreement, and nothing contained in this Consent and Agreement shall be deemed a grant by the Consenting Party of a security interest in any of the property, equipment or gas owned by the Consenting Party or otherwise create a lien or other encumbrance on any of the Consenting Party's property (tangible or intangible), to secure Project Company's repayment obligations and other financial accommodations made under the under the Operative Documents.

2. Default and Cure.

a. Notwithstanding anything to the contrary in the Assigned Agreement, upon the occurrence and continuation of a breach or default by the Project Company under the Assigned Agreement ("Project Company Default"), the Consenting Party shall, before terminating the Assigned Agreement or exercising any other remedy, give written notice to the Financing Party specifying the default and the steps necessary to cure the same and Financing Party shall have the applicable notice and cure period set forth under the Assigned Agreement; provided, however, in no event shall the time to cure be less than forty-five (45) days for any non-monetary default or less than thirty (30) days for a monetary default after Financing Party's receipt of such notice. If Financing Party fails to cure or cause to be cured any such default within the appropriate period set forth above, the Consenting Party shall have all of its rights and remedies with respect to such default as set forth in the Assigned Agreement and at law or in equity.

b. Consenting Party agrees that, notwithstanding anything contained in the Assigned Agreement, upon the occurrence and continuation of a Project Company Default, Consenting Party will not terminate or suspend its performance under the Assigned Agreement if, and for so long as, Financing Party shall be using commercially reasonable efforts to: (A) cure such default; or (B) otherwise acquire, directly or indirectly, Project Company's interest in the Assigned Agreement.

c. Any attempt to cure Project Company's defaults under the Assigned Agreement shall not be construed as an assumption by Financing Party of any obligations of Project Company under the Assigned Agreement unless Financing Party expressly agrees in writing to assume any of the foregoing.

3. Delivery of Notices. The Consenting Party agrees that it will send copies of all material notices (including any notice of breach) under the Assigned Agreement to the Financing Party simultaneously with the delivery of such notice to the Project Company.

4. Liability of Financing Party. The Consenting Party acknowledges and agrees that the Financing Party has not assumed and does not have any obligation or liability under or pursuant to the Assigned Agreement unless and until the Financing Party assumes the same in writing (with notice to the Consenting Party).

5. Amendment or Termination of Assigned Agreement. The Consenting Party covenants and agrees with the Financing Party that without the prior written consent of the Financing Party, the Consenting Party will not (A) amend, supplement or otherwise modify the terms of the Assigned Agreement; (B) assign or transfer its rights, duties, obligations or interest under the Assigned Agreement; or (C) cancel, terminate or suspend performance under the Assigned Agreement.

6. Representations and Warranties. The Consenting Party hereby represents and warrants that (a) each of the representations and warranties of Consenting Party set forth in the Assigned Agreement are true and correct as of the date hereof; (b) the Assigned Agreement is in full force and effect as of the date hereof; (c) the Assigned Agreement has not been amended or otherwise modified since the date thereof except as set forth herein; (d) there is no other agreement or understanding between Consenting Party and Project Company that would alter the Assigned Agreement; (e) to Consenting Party's knowledge, there exists no event or condition which constitutes a breach or default, or that would, with the giving of notice or lapse of time, constitute a default, under the Assigned Agreement or enable Consenting Party to terminate or suspend its obligations under the Assigned Agreement; (f) (1) there are no existing offsets or defenses in favor of Consenting Party against enforcement of any of the terms, covenants and conditions of the Assigned Agreement, and (2) to the knowledge of Consenting Party, the Project Company has observed and performed all of the terms, covenants and conditions on its part to be observed and performed under the Assigned Agreement; (g) there are no actions pending against Consenting Party under any bankruptcy or similar laws of the United States or any state and there are no proceedings pending or threatened against Consenting Party in any court or before any governmental authority which could reasonably be expected to have a material adverse effect on the ability of Consenting Party to perform its obligations under the Assigned Agreement; (h) Consenting Party has not transferred or assigned any interest in the Assigned Agreement and has not received any notice from Project Company of any prior assignment, sublease or transfer of all or any part of Project Company's interest in the Assigned Agreement; (i) Consenting Party had full power and authority to execute and deliver the Assigned Agreement and to execute and deliver this Consent and Agreement; (j) each person having signed the Assigned Agreement on behalf of the Consenting Party was authorized to do so and each person signing this Consent and Agreement on behalf of Consenting Party is authorized to do so; and (k) the Assigned Agreement constitutes a legal, valid and binding obligation of Consenting Party, enforceable against Consenting Party in accordance with its terms.

7. Consenting Party Estoppels.

a. All payments, costs and expenses required to be made or paid to the Consenting Party by the Project Company under the Assigned Agreement as of the date hereof have been made or paid by or on behalf of the Project Company.

b. As of the date hereof, the Consenting Party has no knowledge of any facts entitling the Consenting Party to any material claim, counterclaim, offset or defense against the Project Company in respect of the Assigned Agreement, and there are no disputes or legal proceedings between the Project Company and the Consenting Party.

c. Neither the Consenting Party nor the Project Company owes any indemnity or warranty payments under the Assigned Agreement.

d. The Consenting Party has not made any payments to the Project Company in respect of any indemnity or warranty provision under the Assigned Agreement.

e. All warranties under the Assigned Agreement will absolutely, irrevocably and unconditionally be in effect on and after the date hereof.

f. The Grant of Non-Exclusive Easement for Landfill Gas Equipment and Pipeline dated March 5, 2024, by and between the Consenting Party and the Project Company (the “Easement”) is in full force and effect and has not been modified, restated, cancelled, supplemented, surrendered, or terminated.

g. To Consenting Party’s knowledge, Project Company has fulfilled all of its obligations under the Easement now due and owing, including without limitation, payment of all fees due and payable on or before the date hereof, and there are no uncured defaults or events of default of Project Company with respect to the Easement.

h. Consenting Party has neither given nor received any notice of default, event of default or termination of the Easement. Project Company has neither given nor received any notice of default, event of default or termination of the Easement. There are no facts or circumstances, which with the giving of notice or lapse of an applicable cure period, or both, would constitute a breach or default under the Easement.

i. Project Company has informed Consenting Party that Project Company has granted a first-priority lien and security interest in the Project Company’s easement interest estate in the Easement Property under the Easement to the Financing Party to secure the repayment of the loans and other financial accommodations made under the Operative Documents. For the avoidance of doubt, the Consenting Party will not be granting any security interest or lien in the Easement.

8. Notices. All communications between the parties hereto or notices provided herein to be given may be given to the addresses listed on Schedule I hereto, or as otherwise designated in writing by a party, and any notice required or given hereunder shall be deemed properly given when provided in writing three (3) business days after mailed first class, overnight, or certified mail, return receipt requested, postage prepaid, addressed to the designated recipient.

9. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. THIS CONSENT AND AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO CONFLICT OF LAW PROVISIONS. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN THE COUNTY OF INDIAN RIVER, STATE OF FLORIDA, IN ANY ACTION TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS ASSIGNED AGREEMENT; AGREES THAT ALL CLAIMS IN SUCH ACTION MAY BE DECIDED IN ANY SUCH COURT; WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM; AND CONSENTS TO THE SERVICE OF PROCESS UPON THE OFFICE OF THE COUNTY ATTORNEY BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID AND RETURN RECEIPT REQUESTED. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY TO EFFECT SERVICE OF PROCESS IN ANY OTHER

MANNER PERMITTED BY APPLICABLE LAW. A FINAL JUDGMENT IN ANY SUCH ACTION SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH IT MAY BE PARTY ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS ASSIGNED AGREEMENT. EACH PARTY IS AUTHORIZED TO FILE THIS PROVISION WITH THE CLERK OR JUDGE OF ANY COURT HEARING SUCH CLAIM. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES.

10. Successors and Assigns. This Consent and Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Financing Party may, at any time by written notice to each of the parties to this Consent and Agreement, assign its rights and interests hereunder to any nominee or designee of Financing Party subject to any restrictions imposed under applicable Florida law.

11. Counterparts. This Consent and Agreement may be executed in one or more counterparts and when signed by all the parties listed below shall constitute a single binding agreement. Delivery of an executed counterpart of a signature page of this Consent and Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Consent and Agreement.

12. Amendment; Waiver. Neither this Consent and Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing signed by both Consenting Party and Financing Party.

13. Entire Agreement. This Consent and Agreement, the Assigned Agreement and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein and supersede all oral negotiations and prior writings between the parties here to in respect to the subject matter hereof.

14. Termination. This Consent and Agreement shall continue in full force and effect until either (A) Consenting Party and Financing Party mutually agree to terminate this Consent and Agreement or (B) Consenting Party has received written notice from Financing Party that Project Company's obligations to Financing Party under the Construction Loan Agreement and the Permanent Loan Agreement have been satisfied in full.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Consent and Agreement as of the date first above written.

INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT,
a dependent special district of Indian River County, Florida

By: _____
Name: _____
Title: _____

NOPETRO ECO DISTRICT, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Accepted:

PATHWARD, N.A.,
a national banking association

By: _____
Name: _____
Title: _____

SCHEDULE I

Address for Notices

If to Financing Party:

Pathward, N.A.
Attn: Christopher Soupal
5480 Corporate Drive, Suite 350
Troy, Michigan 48098
Telephone: (248) 641-5100
Email: csoupal@pathward.com

If to Project Company:

Nopetro Eco District, LLC
Attn: Jorge A. Herrera
150 S.E. 2nd Avenue
PH-1
Miami, Florida 33131
Email: jherrera@nopetro.com

If to the Consenting Party:

Indian River County Solid Waste Disposal District
County Administrator
Indian River County Administration Building
1801 27th St.
Vero Beach, FL 32960
Phone: (772) 226-1408
Email: jtitkanich@indianriver.gov