Valley Energy, Inc.

New York

Gas Transportation Operating Procedures Manual (GTOP)

September 23, 2025

Version 1.0

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INTRODUCTION

1. Scope/Purpose

This Gas Transportation Operating Procedures ("GTOP") manual is intended to provide Suppliers, both Local Producers and Renewable Natural Gas ("RNG") Suppliers providing supply into Valley Energy's New York Service territory with a guide to the general rules, regulations, terms and conditions.

This manual, together with the terms and conditions for service set forth in the applicable service classifications and the general rules, regulations, terms and conditions set forth in the General Information section of Valley Energy, Inc. ("VE" or "Company") Schedule for Gas Service P.S.C. No. 1 – Gas ("Tariff"), as set forth herein and in the Company's Tariff, govern the Company's provision of gas transportation service if provided.

A standard-form agreement that sets forth rules and regulations governing interconnection with pipeline/gathering systems (other than FERC-regulated pipelines with approved tariffs) is included in the Appendices of this GTOP.

VE's Gas Transportation Operating Procedure Manual is subject to periodic update and change. The manual will be available on VE's website at www.valley-energy.com which should be visited for the latest downloadable version.

Questions about the content of the Manual should be directed at Valley Energy, Inc. located at 523 S. Keystone Ave., Sayre, PA 18840 or by calling (570) 888-9664.

2. Disclaimers

Those obtaining copies of the GTOP from the internet are responsible for the maintenance and monitoring of any changes.

VE assumes no responsibility should the GTOP holder fail to download notices in a timely manner.

Failure to read this manual in no way relieves the Supplier of the responsibility to comply with the policies, terms and requirements stated in it. In the event of discrepancies between this manual and the VE tariff, the tariff overrules.

VE reserves the right to modify these procedures as may be necessary, consistent with requirements of the New York Public Service Commission.

3. Overview of Company

Valley Energy is a natural gas distribution company serving nine communities in Bradford County, Pennsylvania, and three communities in Chemung and Tioga Counties, New York. VE supplies natural gas to approximately 9,500 residential, commercial and industrial customers. Natural gas is distributed through a 205-mile pipeline distribution system.

As used herein, RNG means gas, consistently primarily of methane, which: (1) is derived from biogas produced by landfills, animal farms, wastewater treatment plans, or other sources; and (2) is subsequently processed by removing carbon dioxide, nitrogen, and other constituents in order to convert the biogas into pipeline-compatible gaseous fuel.

Valley Energy, Inc. is wholly owned by C&T Enterprises, Inc., an unregulated holding company with its principal office located in Lewisburg, Pa. C&T Enterprises is a jointly owned subsidiary of Claverack Rural Electric Cooperative, based in Wysox, Pa., and Tri-County Rural Electric Cooperative, with headquarters in Mansfield, Pa.

4. New York Territory

a. Municipalities Within Franchise Area

COUNTY	VILLAGES	TOWNS
Chemung		Chemung
Tioga	Waverly	Barton

5. Nominations

Suppliers are required to nominate to VE 10 business days prior to the first of each month, the upcoming month's daily fixed quantity (FOMNDFQ) anticipated to be delivered to VE at the receipt meter as defined in the Tap Agreement. This nomination should include any scheduled maintenance and anticipated volume reductions. FOMNDFQ can be modified through unscheduled nomination changes that must be received by VE within 5 business days of the anticipated change in nomination. Nominations or inquires shall be sent via e-mail to Union Energy Services at jpunionenergyservice@yahoo.com.

All nominations received by Union Energy Services will be considered accepted unless the Supplier is notified by Union Energy Services of a change.

Transaction schedules and procedures upstream of the Company's city gate are controlled by the FERC Regulations and NAESB Standards.

B. COMMUNICATION PROTOCOLS

The procedures and protocols described in this section are to be used by the Company and Suppliers as a vehicle for assuring ongoing communications between the parties in furtherance of the continuation of reliable gas service. Participation of all parties in an effective communication system will reduce errors and ensure that all parties understand and properly fulfill their responsibilities.

Day-to-day communications protocols are governed by the Company's Uniform Business Practices ("**UBPs**"). VE's general retail access practices are governed by the UBPs. Specific requirements for procedures not covered by the UBPs (such as nominations procedures and interconnections) will be detailed herein. The UBPs are included as an addendum to VE's tariff and available on the New York Public Service Commission UBP web page at:

https://dps.ny.gov/uniform-business-practices

All inquiries on interconnection facilities shall be directed at the Company's office:

Valley Energy, Inc.
523 S. Keystone Ave.
Sayre, PA 18840
Phone: (570) 888-9664
Fax: (570) 888-6199
Web: https://valley-energy.com/

C. GAS STANDARDS

1. Interstate Pipeline

Gas delivered by or on behalf of Supplier to Company at point(s) of receipt with an interstate pipeline shall conform to the interstate pipeline's gas quality standards.

2. At Other Receipt Point(s)

Gas delivered by or on behalf of Supplier to Company at point(s) of receipt other than an interstate pipeline shall be commercially free from oil, water, air, salt, dust, gum, gum forming constituents, harmful or noxious vapors, or other solid or liquid matter which might interfere with its merchantability or cause to or interference with proper operation of the lines, regulators, meters, and other equipment of Company or its customers.

Supplier will indemnify and hold Company harmless from any suits, actions, debts, accounts, damages, costs, losses and expenses, including but not limited to, attorneys' fees and expenses, arising from personal injury, death, or damage to Company's equipment or facilities or arising from personal injuries, death, or damage to the facilities, products, or equipment of Company's other customers or third parties, or arising from additional hours worked by Company or its other customers or third parties, caused as a result of Customer's gas failing to meet the quality specifications set forth herein.

To ensure that the gas delivered by Supplier to Company conforms to the quality specifications of this Section and New York State Code Title 16, Chapter III 16 NYCRR Part 229 standards for pipeline injection, Supplier's gas shall be analyzed at the point(s) of receipt from time-to-time as Company deems necessary. The gas delivered shall conform to the gas quality standards in Exhibit B.

The Total Heating Value of the gas shall be determined by taking samples of the gas at the point(s) of receipt at such reasonable times as may be designated by Company. The Btu content per cubic foot shall be determined by an accepted type of calorimeter or other suitable instrument for a cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit when saturated with water vapor and at a pressure of 14.73 psia.

Company may, on a not-unduly discriminatory basis, accept volumes of gas, including renewable natural gas, that fail to meet the quality specifications set forth herein, if Company determines that it can do so without adversely affecting (1) system operations; (2) the operation of the Company's equipment; (3) the operation of gas burning equipment of Company's other customers; or (4) the quality of public utility service provided by Company. In deciding whether to accept such volumes of gas, the Company shall consider, without limitation, (1) which specifications are not being met; (2) the sensitivity of customer equipment and potential impact on such equipment; (3) Customer's plan to improve gas quality; (4) the effect on system supply; (5) interchangeability; (6) the anticipated duration of the quality deviation; and (7) the blending ratio between geological natural gas and RNG in the area of Company's distribution system where RNG is being injected.

Company shall not be obligated to accept gas, which it reasonably believes may adversely affect the standard of public utility service offered by Company, or gas which it reasonably believes may adversely affect the operation of its equipment or the gas burning equipment of its customers. If any gas delivered hereunder fails to meet the quality specifications set forth herein, Company may, at any time, elect to refuse to accept all or any portions of such gas until Supplier brings the gas into conformity with such specifications.

3. Gas Quality Analysis and Management

Gas delivered to Company must be continuously monitored, at Supplier's expense, to ensure it meets the quality specifications set forth in Section 2 of this part. Constituents that are not continuously monitored using currently available technology must be tested in a laboratory at Supplier's expense. The Producer Interconnection Agreement or RNG Interconnection Agreement provides for testing of gas quality.

The scope of all gas testing shall follow the parameters below based on the origin of the gas. The parameters for each origin of gas are based on the source of gas and likelihood of a constituent being present in the source gas. The Company has the discretion to test for additional constituents on the list below, notwithstanding the origin of the gas, if the Company reasonably believes those constituents may be present.

GAS TESTING PARAMETERS[1]

CONSTITUENT	TESTING TYPE[2]	ORIGIN OF GAS		
		GEOLOGICAL	DIGESTER	LANDFILL/WWTP
HIGH HEAT VALUE (HHV)	IN-FIELD	X	X	X
WOBBE INDEX	IN-FIELD	X	X	X
WATER CONTENT	IN-FIELD	X	X	X
TEMPERATURE	IN-FIELD	X	X	X
CARBON DIOXIDE	IN-FIELD	X	X	X
OXYGEN	IN-FIELD	X	X	X
TOTAL INERTS (CO2+O2+N2)	IN-FIELD	X	X	X
HYDROCARBON DEW POINT (CHDP)	IN-FIELD	X	X	X
LIQUIDS AND HYDROCARBONS	IN-FIELD	X	X	X
HYDROGEN SULFIDE	IN-FIELD	X	X	X
TOTAL SULFUR	LAB	X	X	X
TOTAL MERCAPTANS	LAB	X		X
ALDEHYDES/KETONES	LAB			X
AMMONIA	LAB			X
HYDROGEN	LAB		X	X
P-DICHLOROBENZENE	LAB		X	X
ETHYLBENZENE	LAB		X	X
VINYL CHLORIDE	LAB		X	X
TOLUENE	LAB		X	X
N-NITROSO-DIN-PROPYLAMINE	LAB		X	X
METHACROLEIN	LAB		X	X
TOTAL SILOXANES	LAB			X
MERCURY	LAB			X
ARSENIC	LAB			X
PCBs/PESTICIDES	LAB			X

1. Constituents to be tested for each category of gas are indicated with an “X.”
2. Testing method is defined as “In-Field” or “Lab.” “In-Field” testing requires the Customer’s use of readily available, continuously testing, industry-standard equipment, which has been reviewed and approved by Company. “Lab” testing requires the Customer and the Company to coordinate the sampling of gas and sending it to a laboratory for testing and analysis.

4. Measurement

For all gas delivered by Supplier to Company, the volumetric measurement base shall be one (1) cubic foot of gas at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a temperature base of sixty (60) degrees Fahrenheit. The average absolute atmospheric (barometric) pressure shall be fourteen and four tenths (14.4) pounds per square inch. The flowing temperature shall be sixty (60) degrees Fahrenheit and may be adjusted to actual flowing conditions by Company if deemed necessary by Company. All said gas shall be measured by orifice or displacement type meter or any other approved measuring device of equal accuracy. Orifice meters shall be installed and operated, and gas volumes computed in accordance with Report No. 3 of the Gas Measurement Committee of the American Gas Association, including any revisions applying thereto.

Suppliers shall install, or cause to be installed, at no expense to Company, measuring equipment necessary in Company's judgment to accomplish accurate measurement of the gas. Company shall operate and maintain said measuring equipment. The measuring equipment will be installed, operated, and maintained in accordance with the specifications of the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, as amended from time to time, or by any other mutually acceptable method commonly used in the industry. Such measuring equipment shall conform to the specifications provided by Company; shall be calibrated, as Company deems necessary, by Company; shall be inspected by Company; and must be approved by Company prior to any deliveries hereunder.

Customer recognizes that it may be necessary for Company's employees, agents, or representatives, to enter the property on which said measuring equipment is located to perform such functions upon said measuring equipment as may be necessary to effectuate the provisions of a Service Agreement, and Customer hereby expressly grants Company permission to perform such functions on said measuring equipment. Customer, to the extent it is within Customer's power to do so, will grant Company such easements as may be necessary for Company's employees to enter the property on which said measuring equipment is located. In the event that easements from other parties are necessary for Company's employees, agents, or representatives to enter the property on which said measuring equipment is located, Customer will acquire such easements, and agrees that the Service Agreement will not become effective until and unless such easements are acquired.

Measurement shall be governed by any applicable provisions of Company's tariff, and any applicable regulations of the New York State Department of Public Service.

Each party shall have constant access to the meters and access, upon reasonable notice and during business hours, to meter charts and records.

Measurement of production gas at receipt meters shall be calculated following the recommendations of the ANSI/API 2530 ''Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids'' (A.G.A. Report No. 3) including the A.G.A. Manual for Determination of Supercompressibility Factors of Natural Gas or the A.G.A. Transmission Measurement Committee Report No. 8 ''Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases'' or the ANSI B109.3 ''Standard for Rotary Meters'' and ''Measurement by Turbine Meters - Volumetric Flow Measurement'' (A.G.A. Report No. 7), as appropriate to the type of measurement installed at the receipt facility, including any revisions applying thereto. If the receipt facility gas flow characteristics are such that calculations cannot be performed consistent with the above-mentioned recommendations due to a decline in production or other operational matters, the Company shall have the right to turn off a meter until a replacement meter meeting the above specifications is installed.

5. Gas Delivery Pressure

Suppliers must not jeopardize VE's system by delivering gas at pressures that will cause it to exceed its maximum allowable operating pressure ("MAOP"). VE requires that suppliers do not exceed the required lock up pressure as set by VE for each area of its system. In the event a supplier exceeds its designated lock up pressure, VE will lock the meter station and direct the Supplier to correct the issue.

6. Odorization

New York State code (16 CRR-NY 255.625) require that all gas that is transported through specified populated areas be odorized as a warning agent so that the gas can be readily detected by a person with a normal sense of smell at one-tenth of the Lower Explosive Limit for distribution pipeline systems.

VE will specify the type of odorizer, which odorant to use, and what the odorant level should be. In most cases, the Company will design, specify, construct and operate the odorization facility as part of the gas metering and monitoring station with cost recovery as noted in the Interconnection Agreement (IA), however alternative arrangements may be agreed upon and specified in the IA.

According to 16 CRR-NY 255.625, odorization equipment must be designed and maintained so as to ensure the required odorant level in the gas under varying conditions. The equipment must be installed so that it does not cause the release of fumes to nearby residents. These can be eliminated through engineering controls. VE will be responsible for odorizer operation and maintenance.

For RNG facilities, it is important to keep the biogas upgrading process in control as trace constituents such as lower molecular weight mercaptans, aldehydes, ketones, and semi-volatile organic species can interfere with or mask the odorant smell. Treatment chemicals and solvents from the upgrading process can also be carried over and interfere with odorization.

D. LOCAL PRODUCTION INTERCONNECT

1. Overview

This section describes the process that must take place when a local producer makes an inquiry regarding tapping into the Company's gas pipelines to either sell gas directly to the company or to transport the gas to a customer.

2. Process Flow

There are a few essential steps in the process for getting a local supply connected to the pipeline network.

a. Company will provide the producer a copy of a general Producer Interconnect Agreement (Standard-Form Agreements).

b. If the producer is interested in obtaining an interconnect, the producer is requested to submit a check for $1,500 to cover costs for performing a network analysis and preliminary evaluation prior to any engineering work. This is a high-level concept feasibility assessment focused on the ability of VE to receive gas into its distribution or transmission system based on the interconnection location and associated system flow capacity. At a minimum, the preliminary project scope description should include:

- Proposed facility location,
- Anticipated interconnect pressure,
- Temperature,
- Pipe size,
- Heating value and specific gravity,
- Production flow rates (net anticipated hourly/daily flow rates), and
- Deliverability of gas to VE (including daily/seasonal variations if any.

c. VE will make a high-level approval/dis-approval appraisal based on the preliminary information provided

d. The Company will determine the equipment needed and provide a preliminary cost estimate to the producer.

e. The producer will be required to execute the Producer Interconnect Agreement and a Construction Payment Agreement prior to any further engineering design work.

f. The producer will be required to execute a Transportation Agreement (commodity price and transactional parameters) prior to commissioning the interconnect.

E. RENEWABLE NATURAL GAS INTERCONNECT

1. Overview

This section describes the technical framework and guidance necessary for introduction of renewable fuels by a Supplier, such as renewable natural gas (RNG), into the pipeline network.

As used herein, RNG means gas, consistently primarily of methane, which: (1) is derived from biogas produced by landfills, animal farms, wastewater treatment plans, or other sources; and (2) is subsequently processed by removing carbon dioxide, nitrogen, and other constituents in order to convert the biogas into pipeline-compatible gaseous fuel.

2. Process Flow

There are a few essential steps in the process for getting an RNG project connected to the pipeline grid.

a. VE will provide the producer a copy of a general RNG Interconnect Agreement (Standard-Form Agreements).

b. If the supplier is interested in an interconnection, the supplier is requested to submit a check for $1,500 to cover costs for performing a network analysis and preliminary evaluation prior to any engineering work. This is a high-level concept feasibility assessment focused on the ability of VE to receive gas into its distribution or transmission system based on the interconnection location and associated system flow capacity. At a minimum, the preliminary project scope description should include:

- Proposed facility location,
- Anticipated interconnect pressure,
- Temperature,
- Pipe size,
- Heating value and specific gravity,
- Production flow rates (net anticipated hourly/daily flow rates), and
- Deliverability of gas to VE (including daily/seasonal variations if any.

c. VE will make a high-level approval/dis-approval appraisal based on the preliminary information provided. If VE determines that the project has potential at the desired interconnect location, the process will move to the next step which is execution of an Feasibility Assessment and Reimbursement Agreement (“FARA”), (Standard-Form Agreements) to perform an evaluation of the technical aspects of the project including assessment of biogas feedstock to determine reasonable trace constituents of concern that may impact safety and reliability of the gas pipeline distribution system.

d. After essential elements of the FARA are satisfied and the resulting gas quality proven acceptable, there would then be establishment of a mutually agreeable RNG Interconnect Agreement between the supplier and VE.

> Note: While successful completion of the FARA is key for project success, completion does not guarantee project acceptance and is non-binding pending successful execution of the RNG Interconnect Agreement.

e. The supplier will be required to execute a Transportation Agreement (commodity price and transactional parameters) prior to commissioning the interconnect.

PRODUCER INTERCONNECTION AGREEMENT

THIS PRODUCER INTERCONNECTION AGREEMENT (this "**Agreement**") is made and entered into this ______day of ____________, ______ by and between _______________________________, hereinafter, "**Supplier**," and VALLEY ENERGY, INC. located at 523 S. Keystone Ave., Sayre, PA 18840, hereinafter, "**VE**" (each individually a "**Party**" and collectively the "**Parties**").

WITNESSETH

WHEREAS, VE is a public utility authorized and obligated to receive and transport natural gas and to provide retail natural gas service subject to the jurisdiction of the Public Service Commission of the State of New York ("**NYSPSC**");

WHEREAS, by means of facilities operated by it, Operator proposes to deliver into facilities owned and operated by VE natural gas produced in the State of New York;

WHEREAS, VE is willing to design, construct, and own such interconnection and related facilities pursuant to the CPP Agreement (as hereinafter defined) dated of even date herewith and executed by and between the Parties, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, VE and Supplier agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "**Btu**" or "**British Thermal Unit**" means, generally, the amount of heat required to raise the temperature of 1 pound of liquid water by 1°F at a constant pressure of one atmosphere and is a measure of heat value (energy content). Btu is calculated in conformance with applicable ANSI/API and American Gas Association ("**AGA**") recommendations.

1.2 "**Commission**" means the NYSPSC.

1.3 "**Consumer Price Index" and "CPI-U**" means the "Consumer Price Index for All Urban Consumers" of the United States Bureau of Labor Statistics in effect and generally published at the time.

1.4 "**CPP Agreement**" shall mean the Construction and Project Payment Agreement between the Parties dated _______________________.

1.5 "**Cubic Foot**" means the volume of gas contained in one (1) cubic foot of space at a standard pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a standard temperature of sixty degrees Fahrenheit (60° F), under standard gravitational force.

1.6 "**Effective Date**" means the date upon which both Parties' have signed this Agreement.

1.7 “**EGM Equipment**” means the flow computer, transmitters, communication equipment, and a climate-controlled building.

1.8 “**Exhibit A**” means the document entitled “Exhibit A” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time.

1.9 “**Exhibit B**” means the document entitled “Exhibit B” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to GAS.

1.10 “**Exhibit C**” means the document entitled “Exhibit C” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to GAS.

1.11 “**Exhibit D**” means the document entitled “Exhibit D” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to GAS.

1.12 **“Exhibit E”** means the document entitled “Exhibit E” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time.

1.13 “**Gas Day**” means the twenty-four (24) hour period commencing at an hour specified in the Tariff of an interstate pipeline delivering gas to VE at a city gate station.

1.14 “**Gas Scheduling**” means the administrative function(s) of arranging for Supplier’s GAS to be delivered into VE’s natural gas distribution system, including nominations, confirmations, pool assignments and related activities.

1.15 “**Gas Transportation Operating Procedures Manual**” or “**GTOP**” is a document describing operating procedures, protocols and business practices for transportation service, as amended from time to time. The GTOP applicable gas delivered by Supplier in New York is filed with the NYSPC.

1.16 “**Interconnection Facilities**” means VE’s facilities to be located at the Receipt Point as more specifically described in Exhibit A, provided, that “Interconnection Facilities” shall also include any equipment that is not described in Exhibit A but is installed at the request of Supplier and upon consent of VE.

1.17 “**Maintenance Work**” means maintenance of, repairs to, or modifications to the Pipeline, the Interconnection Facilities or related facilities.

1.18 “**Mcf**” means one thousand (1,000) cubic feet of gas, determined on the measurement basis set forth in this Agreement.

1.19 “**Meter Location**” means the state, New York, in which an individual meter on Exhibit A is geographically located.

1.20 "**Month**" means the period commencing on the first Day of a calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

1.21 "**Operating Fee**" means the fee for providing routine and preventative maintenance services for the Interconnecting Facilities as defined in Paragraph 2.13 ("Billing and Payment of Fees.")

1.22 **"Pipeline"** means the facilities and equipment installed by VE to connect the Interconnection Facilities to VE's natural gas distribution system pursuant to the CPP Agreement.

1.23 "**Receipt Point**" means the point of interconnection between Supplier's Facilities and the Interconnection Facilities of VE located immediately upstream of VE's measurement facility which is used to identify such point of interconnection in Exhibit A.

1.24 **Supplier Contacts Addendum**" means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing Supplier contact information pertinent to this Agreement. Said document may be amended or supplemented, from time to time by Supplier and communicated to VE through facsimile or e-mail.

1.25 "**Supplier's Gas**" means the natural gas delivered into VE's facilities at any given time at any given Receipt Point.

1.26 "**VE Contacts Addendum**" means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing VE contact information pertinent to this Agreement. Said document may be amended or supplemented, from time to time by VE and communicated to Supplier through mail or e-mail.

1.27 "**VE's Tariff**" or "**Tariff**" means VE's Schedule For Gas Service Applicable In The Entire Territory (PSC No. 1 – GAS, as amended from time to time, or any superseding tariff), for gas delivered by Supplier in New York.

ARTICLE 2. DELIVERY OF GAS INTO VE FACILITIES

2.1 Supplier shall not deliver (or permit the delivery of) any gas into any facility owned or operated by VE other than at a Receipt Point identified on Exhibit A at the time of such delivery (the "**Exhibit A Receipt Point(s)**"). No Receipt Point shall be deemed to have been added to Exhibit A, and Exhibit A shall not be deemed to have been otherwise amended or supplemented, unless and until such amendment or supplement of Exhibit A shall be evidenced by a writing executed by Supplier and VE.

2.2 Supplier warrants and represents as follows:

2.2.1 All gas delivered into VE's facilities at any one Receipt Point shall be gas produced exclusively from wells configured to deliver to such Receipt Point.

2.2.2 Gas produced or scheduled by Supplier to be produced from additional well(s) flowing through a Receipt Point identified in Exhibit A shall be authorized and gas received therefrom accepted by VE at the designated Receipt Point so long as:

2.2.2.1 Supplier provides VE with 30 days written notice of its intent to add said additional well(s), together with the scheduled turn-on date; and

2.2.2.2 The well has been tested by or caused to be tested by VE and the results therefrom meet VE's satisfaction; and

2.2.2.3 The additional volumes to be delivered will not exceed the design capacity for the Interconnection Facilities or the VE gas distribution system in the geographic area; and

2.2.2.4 The additional volumes will not result in operating conditions deemed unacceptable to VE in its sole but reasonable discretion.

2.2.2.5 Provided however, if VE fails to perform or cause to perform such well test by Supplier's scheduled turn-on date, as provided in subdivision (i) above, said well(s) may nonetheless be turned on and production therefrom shall be accepted by VE at the designated Receipt Point, subject to Supplier's sole liability for damages resulting from such production, and further subject to VE's determination, upon testing at any later date, that such gas is not acceptable pursuant to the terms and conditions of this Agreement.

2.2.2.6 The criteria contained in Paragraph 2.2.2 shall also apply to new or different formations of gas that are accessed from an existing well already flowing through a Receipt Point identified on Exhibit A.

2.3 Supplier shall deliver gas at a pressure sufficient to enable such gas to enter VE's facilities [as stipulated in Exhibit A] against the pressure prevailing therein from time to time; provided, however, that Supplier shall not deliver gas at any Receipt Point at a pressure in excess of the pressure designated by VE.

2.3.1 Sufficient delivery pressure does not guarantee access to VE's facilities. In addition to pressure, nearby distribution system market demand shall also be determinative for the purpose of access to VE's facilities. However, VE will accept from Supplier all gas delivered to the Receipt Point that meets the specifications set forth in this Agreement to the extent that VE has corresponding demand. VE shall use best efforts to preserve Supplier's priority right to deliver gas into the Receipt Point and VE's distribution system over other supply sources of natural gas on the line segment where the interconnect is located.

2.4 Supplier shall not install or operate (or permit any other entity to install or operate) compression facilities in order to deliver gas into any VE facility ("**VE-Related Compression Operations**") without the express prior written consent of VE, which consent shall not be unreasonably withheld, delayed or conditioned.

2.5 Supplier warrants that all VE-Related Compression Operations shall be conducted in a manner (i) so as to prevent the pulsations therefrom from interfering with VE's measurement at any Receipt Point, and (ii) so that compressed gas will be delivered to VE at a temperature not exceeding seventy-three degrees Fahrenheit (73° F). Supplier shall ensure safeguards to prevent compressing air (e.g., low pressure shut off or oxygen shut off) into VE's system are present and operational.

2.6 Supplier shall give VE written notice at least fourteen (14) days prior to the commencement of (and any material change in) authorized VE-Related Compression Operations.

2.7 Supplier shall give VE written notice at least twenty-four (24) hours prior to any material change in the maintenance routine applicable to any compressor used in VE-Related Compression Operations. For purposes of this subsection, “material” shall mean any change that may produce a variance in Gas volumes or pressure.

2.8 After completion of the Pipeline, Interconnection Facilities and all other portions of the scope of work under the CPP Agreement, in the event that the subsequent installation, operation and/or maintenance of Supplier’s equipment or facilities requires additional (in VE’s reasonable judgment) modification(s) to such facilities or to equipment on VE’s Pipeline, Interconnection Facilities or related facilities, the cost of such modification(s) shall be borne by Supplier as a Special Service pursuant to Paragraph 2.13 (Billing and Payment of Fees). Supplier shall consult with VE so as to assist VE in ascertaining the extent to which such modification may be indicated, and on the basis of such consultation and VE’s own reasonable judgment, VE shall endeavor to notify Supplier of its determination prior to the date scheduled by Supplier for such installation, operation and/or maintenance. Notwithstanding VE’s efforts to provide such notice to Supplier, Supplier shall remain solely responsible for costs incurred by VE in the event resulting and reasonably unforeseen modification of VE facilities are required.

2.9 Supplier shall assist VE with acquiring any easement(s), licenses, permits, and related surface rights, including the rights of ingress and egress, or other land interest(s) which, in VE’s reasonable judgment as to type and extent, are reasonably necessary for the installation, operation and maintenance of VE’s receipt and related measurement facilities by VE’s personnel, contractors, representatives, permittees, and invitees.

2.10 Supplier shall construct (or provide VE access to, and use of, existing road) and maintain, at Supplier’s sole cost and expense, an all-weather access road for VE to access the Interconnection Facilities. VE shall have 24/7 access to the VE owned and operated facilities. Failure of Supplier to adequately maintain, in VE’s reasonable judgment, said access road may result in VE shutting-in the Interconnection Facilities if not resolved in a reasonable period of time after being brought to the attention of Supplier in accordance with Section 4.5. VE or its designee has the right, but not the obligation, to request a site visit during normal business hours for the purpose of verifying that such facilities are being operated, maintained, inspected and tested in accordance with this Agreement. Each Party shall ensure that any enclosure around the Interconnection Facilities is properly locked and secured before leaving the premises.

2.11 Receipt Facilities shall be installed, owned and maintained by either VE or the Supplier at the expense of the Supplier as set forth in the Receipt Facilities Ownership and Maintenance Responsibility Schedule attached hereto as Exhibit D and pursuant to CPP Agreement. Such equipment shall be installed at each Exhibit A Receipt Point facility, which, in VE’s reasonable judgment, may be necessary to accommodate the deliveries of gas received and projected to be received by it at the Receipt Points, including without limitation, the equipment described below. The normal operation, calibration, maintenance, adjustment and repair of the measurement equipment shall be performed by the owner of the equipment. Modifications to Receipt Facilities resulting from changes in Supplier’s operations shall be performed at Supplier’s cost and expense. The Receipt Facilities shall be operated in accordance with the applicable specifications of the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, as amended from time to time, and in accordance with any other mutually agreeable standard commonly accepted in the industry.

2.12 Taxes. VE's invoices to Supplier shall include line items for any applicable taxes. Property taxes imposed on the Interconnection shall be paid by the Supplier and shall include any and all property taxes Valley Energy incurs to own, operate and maintain the Interconnection. Following Valley Energy's receipt of the subject tax bills, Valley Energy shall provide copies of such bills to the Supplier as soon as practicable after receipt. The Supplier will remit payment in full to Valley Energy at least five (5) business days prior to the date the tax bill is due to be pai to the relevant governmental entity.

2.13 Billing and Payment of Fees.

2.13.1 The Operating Fee shall be $_______________ per month unless otherwise modified by the NY PSC Commission. The Operating Fee shall be adjusted annually, beginning on the first day of the first month following the one-year anniversary of the date that the Receipt Facilities are completed and ready to receive gas from Supplier ("In-Service Date") and each subsequent 12-month anniversary of the In-Service Date, thereafter, based on the changes in the CPI-U over the 12-month period ending two months before the adjustment, or by three percent, whichever is greater.

2.13.2 Supplier shall pay to VE the Operating Fee on a monthly basis . VE shall provide invoices to Supplier by the 15th of each month, with payment in full required within fifteen (15) days. Interest will accrue on any undisputed late payments at the rate of eighteen percent (18%) per annum.

2.13.3 The Operating Fee includes providing routine and preventative maintenance services for the Pipeline, Receipt Facilities and related facilities, including the following: (i) general maintenance and testing of the VE Facilities, (ii) verification, and if required, calibration of pressure and temperature transmitters, (iii) inspection and maintenance of the RTU and meter, (iv) inspection, maintenance and testing of the meter run, valves, Pipeline, regulator stations, etc.; and (v) consumables, site up-keep, including painting, weed control, snow removal, and general building and ground maintenance of the Property. The list of anticipated activities covered by the Operating Fee is attached as **Exhibit E**. Routine Services do not include restoration of damage to right-of-way, sites, buildings, the facilities, piping, or any of the VE Facilities caused by vehicle accidents, winds, storms, flooding, fire, frost heaving or similar causes.

2.13.4 In addition to the routine services set forth above, VE shall furnish all materials, equipment, supplies, services and labor required for making necessary repairs to the VE Facilities not described in Paragraph 2.13.3 above ("Special Services"). Such Special Services shall include any necessary additional testing, monitoring or calibration beyond the types specified in Exhibit E, meter tube cleaning, reconstruction, reconditioning, equipment overhaul, or replacement of the VE Facilities, Pipeline or related facilities as required to ensure efficient operation at design capacity and any gas quality related responses and to meet applicable safety and regulatory requirements. Supplier shall pay or reimburse VE for the reasonable actual costs of all Special Services, which shall be invoiced and payable consistent with Paragraph 2.13.2 above. VE shall design the VE Facilities for a useful life of no less than 20 years from installation and in no event shall Supplier be liable for costs arising out of design or engineering defects with respect to the VE Facilities.

2.13.5 **Emergency Services**. In the event of explosion, fire, storm or other sudden, unexpected or emergency event which is likely to cause injury or death to persons, threaten the integrity of the VE natural gas pipeline system, or threaten damage to property or render the VE Facilities, the Supplier Facilities, or any part thereof incapable of continued operation (each, an "Emergency" and collectively, "Emergencies"), VE may, in its reasonable discretion, take such steps, provide such services, and incur such expenses as VE, in its reasonable opinion, deems necessary or appropriate and that can be provided by VE to deal with such Emergency ("Emergency Services"). Supplier shall pay or reimburse VE for the actual costs of all Emergency Services, provided that no payment or reimbursement shall be due in accordance with the foregoing if the Emergency was the result, directly or indirectly, of VE's negligence or willful misconduct or if such costs are recoverable under VE's insurance policies. VE shall report such Emergency to Supplier as promptly as practicable after VE becomes aware of it. As soon as practical after expenses have been incurred, VE shall invoice Supplier for all expenses incurred by VE in connection with any Emergency Services and Supplier shall pay such costs consistent with Paragraph 2.13.2 above.

2.14 Supplier acknowledges that:

2.14.1 The Receipt Points identified in Exhibit A are located on VE's gas distribution facilities;

2.14.2 VE must, at all times, be in a position to operate, maintain, enhance, and/or replace any one or more of its facilities in such a manner, at such times, and under such circumstances as will enable it to furnish and provide facilities and service which are safe and adequate and, in all respects, just and reasonable;

2.14.3 The maximum and/or minimum delivery pressures or other parameters applicable to Supplier's delivery of gas into VE's facilities may vary from time to time, in light of the above, and in order to enable VE to satisfy its retail market requirements, including but not limited to its firm service obligations, transportation obligations, and to ensure the maintenance of safe operating conditions throughout its system, including, but not limited to, the maintenance, enhancement and/or improvement of its facilities;

2.14.4 Supplier acknowledges VE's right (a) to restrict and/or completely stop Supplier's deliveries at any one or more Receipt Points insofar as reasonably necessary in VE's reasonable judgment consistent with industry standards, to accommodate the above requirements, and/or (b) to designate and redesignate, from time to time, the maximum pressure or other delivery parameter(s) temporarily applicable to deliveries of gas by Supplier at any one or more Receipt Points;

2.14.5 VE shall have no obligation to modify the operating parameters, conditions or equipment on its natural gas distribution system to enhance Supplier's ability to deliver gas through the Receipt Points; and

2.14.6 Without limitation of the remedies available to VE in respect of any breach of this Agreement, a breach of any one or more of the obligations undertaken by Supplier under Paragraphs 2.1, 2.2, 2.3 and 2.5 of this Article 2, or under any of the paragraphs of Article

4, or under Paragraph 13.3, shall constitute a material breach of this Agreement, subject, when applicable, to a reasonable time and opportunity to cure.

ARTICLE 3. MEASUREMENT

3.1 VE shall be responsible for custody transfer measurement at the Receipt Point. The measurement services ("**Measurement Services**") to be performed by VE hereunder at the Receipt Point shall consist of volume and energy calculations, calibration of meter(s) and transmitter(s), and measurement recording instrumentation consistent with the terms of VE's Tariff and GTOP requirements applicable to gas delivered into VE's facilities for transportation service and/or applicable to production facility gas measurement.

3.2 The unit of volume for purposes of measurement of the gas delivered into VE's facilities at the respective Exhibit A Receipt Points shall be Mcf.

3.3 VE shall own, operate, and maintain the EGM Equipment and all related appurtenances and communications equipment installed and associated with the VE Facilities hereunder. The information generated by VE's measurement facilities shall constitute the official measurement data for gas quantities delivered through the Receipt Facilities. VE shall preserve all records relating to the measurement data for gas quantities delivered through the Receipt Facilities for a period of at least two (2) years, or such longer periods as shall be required by law, regulation, rule or order. During such period, Supplier, or its designated representative, shall have access to such records upon reasonable notice during regular business hours.

3.4 VE will operate its EGM Equipment at the Receipt Point for the purpose of obtaining official measurement data for gas quantities received through the Receipt Facilities. Such operations will consist of volume calculation, Btu determination, billing, accounting, and allocation of measured volumes. The total heating value of the gas delivered into VE's facilities at the respective Exhibit A Receipt Points shall be determined by tests of samples of gas collected at said Receipt Points at such time(s) as may be determined by VE. The unit of measurement f heating value shall be Btu. Btu determinations shall be made as often as VE deems appropriate, and at VE's expense. Provided, however, the Btu determinations which are made by VE at Supplier's request shall be made by VE at Supplier's cost and expense.

3.5 If any meter or other measurement equipment is out of service, or believed to be inaccurate, a meter test shall be arranged and conducted. If, upon any such test (whether conducted at Supplier's request or upon VE's own initiative) any such meter or measurement equipment shall be found to be inaccurate, VE shall adjust the same as soon as practicable to read correctly; and

3.5.1 If such inaccuracy is less than two percent (2%), then the previous readings shall be deemed correct;

3.5.2 If such inaccuracy is two percent (2%) or more, then the previous readings shall be corrected to zero (0) error for the period of time during which such meter or other measurement equipment is known or agreed to have been inaccurate. If the length of such period of inaccuracy is not known or agreed upon, such correction shall be made for a period equal to one-half (½) of the time which has elapsed since the date of the last calibration, provided, however, that such correction period shall not exceed thirty (30) days;

3.5.3 If such inaccuracy is two percent (2%) or more, under circumstances where the correction of previous readings of such equipment to "zero (0) error" is not feasible, then the volume of GAS delivered during the period shall be estimated (a) by using data recorded by any check-measuring equipment, if installed and registering accurately, or (b) if such check-measuring equipment is not installed or registering inaccurately, by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation, or (c) if neither such method is feasible, by estimating the quantity delivered based upon deliveries under similar conditions during a period when equipment was registering accurately.

ARTICLE 4. GAS QUALITY

Supplier understands and acknowledges that while VE will continuously monitor, test, or otherwise inspect Supplier's Gas prior to the delivery thereof into VE's facilities, this does not mean that every Constituent of Concern, as identified in Exhibit B – Table 1, will be continuously monitored and tested. Supplier further acknowledges that, irrespective of the contractual disposition of Supplier's gas supply may be commingled with, and become an inseparable part of, the gas supply used by VE to satisfy its obligations to its retail and transportation customers. Accordingly, Supplier expressly warrants and represents that (i) Supplier's gas shall, in all respects and at all times, consist solely of gas that meets Gas Quality Standards, and (ii) without limitation of the generality of the foregoing, Supplier's gas shall at all times, and in all respects, shall conform to the Tariff and GTOP requirements applicable to gas delivered into VE's facilities for transportation service, and meet at least the following minimum quality specifications:

4.1.1 Supplier's Gas shall be entirely free of all hydrocarbon liquids and other material in liquid form, including, without limitation, water, glycol, brines, condensate and oil;

4.1.2 All Gas delivered by Supplier to VE hereunder into VE's facilities through any Receipt Point listed on the attached Exhibit A shall be dehydrated by Supplier for removal of water present therein in a vapor state to a level determined acceptable by VE, at its sole discretion, from time to time. In no event shall the acceptable level, as determined by VE, be required to be less than the maximum water vapor (H2O) per million cubic feet level specified in the Tariff;

4.1.3 Supplier's Gas shall be entirely free of NOx compounds;

4.1.4 Supplier's Gas must also comply with all additional requirements specified in Exhibit B, including but not limited to, having a composition that does not exceed the threshold level for any Constituent of Concern identified in Exhibit B.

4.2 In addition to any and all other remedies that it may have, VE shall have the right to reject as non-conforming any Gas Supplier tenders for delivery under this Agreement that fails to comply with the Gas Quality Standards.

4.3 To the extent accepting Supplier's Gas does not prevent gas delivered to customers from being merchantable and fit for use in its retail markets, VE shall have the option (but never the obligation), to relax Gas Quality Standards, from time to time, by describing permissible variations in its GTOP.

4.4 Except as identified in Paragraph 2.11 above, Supplier shall furnish, install, operate, maintain and keep in efficient and safe operating condition, at Supplier's sole cost and expense, such drips, separators, dehydrators ,alcohol bottles, gas cleaners, treatment facilities, automated shut-off valves and any other devices or equipment as may be or become reasonably necessary to effect compliance with the quality specifications set forth in this Article. Equipment to provide real-time gas quality analysis ("**Real-Time Analyzer**") will be provided by VE.

4.5 In addition to any other remedy which may be available to VE hereunder, or under any provision of law, in respect of Supplier's undertakings expressed in this Article, VE shall have and be entitled to exercise any one or more of the following rights, options and remedies, on a non-exclusive basis, in the event of any breach by Supplier of any one or more of said undertakings after written notice thereof and a reasonable opportunity to cure, to wit:

4.5.1 Upon notice to Supplier, treat or process Supplier's Gas, at Supplier's sole cost and expense, insofar as reasonably necessary in VE's judgment to cause the same to conform to the quality specifications set forth in this Article;

4.5.2 Continue to receive Supplier's Gas, with or without treatment or processing thereof;

4.5.3 Discontinue receiving Supplier's Gas at the affected Receipt Point(s) until the occasion(s) for the exercise of a remedy by VE has, in VE's reasonable judgment, been corrected;

4.5.4 Terminate this Agreement as respects the delivery of Supplier's Gas into VE's facilities at the affected Receipt Point(s) in the event that, in VE's reasonable judgement, the occasion for VE's exercise of a remedy cannot be corrected at a reasonable cost in a reasonable time.

4.5.5 Require Supplier to cease receiving into Supplier's facilities Gas production attributable to the source which occasioned VE's exercise of a remedy; and

4.5.6 Clean-up and/or repair, at Supplier's sole cost and expense, all facilities, equipment and apparatus affected by the occasion for VE's exercise of a remedy. VE shall notify the Supplier and afford Supplier with a reasonable opportunity to cure, prior to taking such remedial action.

ARTICLE 5. DATA SHARING

5.1 VE shall provide Supplier access to certain measurement data, for the Interconnection described herein, subject to the following terms and conditions, which shall be applicable only to this Article.

5.2 Supplier, at its sole risk, cost and expense, may install or cause to be installed cables and such other equipment as VE, in its sole discretion, deems reasonable and necessary for Supplier to obtain access to VE's electronic measurement data ("**Supplier's Measurement Equipment**"). Supplier's Measurement Equipment shall be installed only at locations mutually agreed upon by VE and Supplier. VE will terminate all cabling in VE-owned equipment as necessary. Supplier's Measurement Equipment shall include supply isolation devices acceptable to VE, which provide surge protection between VE's and Supplier's Facilities.

5.3 Supplier shall have access to VE's gas flow computer for the purpose of acquiring signals and data. Supplier shall have access to such electronic measurement data only in a format established by VE that will not interfere with the operation of the Meter Station. VE's electronic measurement data is "raw" data without refinement or correction and may be subject to interruption due to maintenance, repair or other activities by VE, or due to events of force majeure. The term "force majeure" as employed herein shall have the meaning set forth in Article 8 of this Agreement. VE shall use reasonable efforts to provide accurate and continuous information to Supplier, however, VE does not warrant the accuracy or availability of the data. VE shall have no obligation to advise Supplier of any potential interruptions that may prevent Supplier from monitoring data at the Receipt Point, whether or not resulting from activities performed by VE. Supplier shall utilize this data solely for its operational purposes, including process control. VE shall maintain responsibility for the official measurement data for gas quantities delivered through the Interconnection Facilities.

ARTICLE 6. TERM

6.1 This Agreement shall have no force or effect unless and until it shall have been executed by each of the parties identified on the first page hereof and by each of the parties identified in the Addendum thereto, if any (the **"Effective Date**"). Thereafter, and unless and until VE shall have notified each of the other parties who executed this Agreement (the "**Non-VE Parties**") that all applicable gas disposition n agreements have become effective, no right or entitlement shall accrue to any Non-VE Party de to the execution of this Agreement.

6.2 The term of this Agreement shall extend until the first anniversary of the Effective Date, and, unless otherwise lawfully terminated, this Agreement shall continue in effect thereafter, until the same is terminated by any Party to this Agreement, by written notice to the other Party, no later than thirty (30) days prior to the beginning of a calendar month.

6.3 Notwithstanding any other provision of this Agreement, and in addition to any other right or remedy available to VE hereunder or under any provision of law, VE shall have the following rights, exercisable at VE's sole option, to wit:

6.3.1 Terminate this Agreement and remove all Interconnection Facilities at the Exhibit A Receipt Points, or suspend or cease receiving Supplier's GAS at any one or more of the Exhibit A Receipt Points, upon thirty (30) days' prior written notice to Supplier, in the event that Supplier should for any reason experience a loss or cancellation of the security required to be provided by Supplier pursuant to Article 10 hereof if not cured within such 30 day period; and

6.3.2 Terminate this Agreement as to the affected Receipt Point(s) and remove all Receipt Facilities at the affected Receipt Point(s), or suspend or cease receiving Supplier's Gas at any affected Receipt Point(s), upon thirty (30) days' prior written notice to Supplier and expiration of cure period, in the event that Supplier should repeatedly and continuously violate, in VE's reasonable opinion, the standards contained in Article 4.

6.3.3 Terminate this Agreement and cease all activities to design and construct the Receipt Facilities if either Party exercises its rights to terminate the CPP Agreement prior to the In-Service Date of the Receipt Facilities; provided, however, that in such event, Supplier shall compensate VE for all costs to design, engineer and construct (or prepare to construct) the Receipt Facilities, unless the termination of this Agreement is due to VE default under the CPP Agreement.

6.4 Upon termination of this Agreement, Supplier shall be responsible for the proper disconnection, removal, and abandonment of the Supplier Facilities and Supplier's Measurement Equipment in accordance with all Governmental Authorizations and at Supplier's sole cost, risk, and expense. VE shall be responsible and have the right to disconnect and remove its VE Facilities and any other equipment owned by VE from the Supplier's Facilities, at its sole cost, upon termination of this Agreement.

ARTICLE 7. GOVERNMENTAL REGULATION

7.1 This Agreement and the respective obligations of the Parties hereunder shall be subject to all valid applicable federal, state and local laws, orders, rules and regulations, whether in effect on the date hereof, or becoming effective thereafter. The Parties shall be entitled to regard all laws, orders, rules and regulations issued by any federal, state or local regulatory or governmental body as valid and may act in accordance therewith until such time as same shall have been invalidated by final judgment (no longer subject to judicial review) of a court of competent jurisdiction. Neither Party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities. Nothing contained herein, however, shall be construed as affecting any Party's right(s) to contest the validity or applicability of any such law, order, rule or regulation.

7.2 During the Term, if there is a change in the federal, state or local laws, orders, rules or regulations applicable to the Parties' activities hereunder, and such change materially impacts a Party's obligations and duties regarding the Pipeline, Interconnection Facilities or related equipment, then the Parties shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement and restoring as close as possible the economic positions of the parties hereunder. If such revision is not possible, then the impacted Party may terminate this agreement by providing one hundred and eighty (180) day written notice.

ARTICLE 8. FORCE MAJEURE

8.1 Any delay or failure in the performance by a Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For the purposes of this Agreement, "**Force Majeure**" shall mean acts of God, fires, floods, explosions, riots, wars, hurricane, severe weather events, sabotage, terrorism, vandalism, material or equipment unavailability or delivery delays, restraint of government, governmental acts, changes in laws, regulations or orders, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement. The Parties shall use reasonable efforts to mitigate the effects of events of Force Majeure. The affected Party shall promptly give written notice to the other affected Party of the occurrence or impending occurrence of a Force Majeure, specifying the nature of the delay and the probable extent of the delay, if determinable. Force Majeure shall not excuse a Party's obligation to make payments due hereunder or to maintain minimum GAS quality specifications for quantities, if any, delivered during the Force Majeure.

8.2 The settlement of strikes, lockouts or any such labor disputes shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any Force Majeure event shall be remedied promptly and diligently shall not require the settlement of strikes, lockouts or other labor disputes by acceding to the demands of any opposing party when such course is inadvisable in the discretion of the Party having the difficulty.

8.3 Force Majeure shall not include failure or disruption of technical systems or products within the reasonable control of the Party claiming Force Majeure which arise as a result of any leap year.

ARTICLE 9. NOTICE

9.1 Every notice, request, statement, bill or invoice provided for in this Agreement shall be in writing, unless otherwise provided herein, and shall be sent by prepaid mail, email (with delivery confirmed by return message), or by overnight delivery, addressed to the party to whom given, at such party's address stated below, or at such other address as such party may in and by such notice direct hereafter. Email notices, requests, statements, bills or invoices shall be deemed given only when email receipt is confirmed.

9.1.1 Notice to VE shall be sent to the address provided for Notices in the VE Contacts Addendum.

9.1.2 Notice to Supplier shall be sent to the address provided for Notices in the Supplier Contacts Addendum.

9.2 Supplier shall provide VE with a current telephone number, and Email address at which Supplier or Supplier's representatives may be contacted at all hours using the Supplier Contacts Addendum or other mutually agreeable form that minimally provides the same information contained therein. For themselves and their agents, VE and Supplier agree to the recording of all telephone conversations during which VE notifies Supplier to suspend or cease deliveries into any facility owned or operated by VE.

ARTICLE 10. SUPPLIER'S CREDITWORTHINESS

10.1 If grounds exist pursuant to Paragraph 10.2 below, as a demonstration of Supplier's creditworthiness and as security in respect of any remedy afforded VE under this Agreement or under any provision of law, Supplier agrees to provide VE with security in an amount specified (the "**Security Requirement Amount**"). The Security Requirement Amount shall be an amount as reasonably determined by VE consistent with industry standards, sufficient to secure Supplier's performance of its obligations hereunder, but not less than Ten Thousand Dollars ($10,000.00).

10.2 **Grounds for Insecurity:** The following shall be deemed as reasonable grounds for insecurity: (a) if Supplier files for bankruptcy, has an involuntary bankruptcy or receivership filed against it, or is otherwise unable to pay its debts when due, however evidenced; or (b) if Supplier has submitted payment on undisputed invoices late on two occasions in any twelve (12) rolling-month period.

10.3 **Types of Security**: Supplier may provide security in any of the following forms:

10.3.1 A security cash deposit equal to the Security Requirement Amount, to be held in a non-interest-bearing general account by VE; or

10.3.2 An irrevocable letter of credit issued by a financial institution acceptable to VE and in a form acceptable to VE with a face amount of the Security Requirement Amount.

10.4 VE reserves the right to require Supplier to provide information and documentation necessary to establish or demonstrate its creditworthiness, from time to time, during the term of this Agreement if Supplier defaults or breaches CPP Agreement or this Agreement or otherwise gives VE reasonable grounds regarding its solvency.

ARTICLE 11. TITLE TO GAS

11.1 Nothing in this Agreement shall affect the title to Supplier's Gas.

11.2 Supplier shall indemnify VE against, and hold it harmless from, and undertake the defense of VE with respect to, all suits, actions, claims, debts, accounts, damages, costs, losses and expenses (including attorneys' fees) arising from or out of adverse claims of any and all persons or entities to Supplier's Gas, or to royalties, overriding royalties or other payments with respect thereto, or to taxes, licenses, fees, or charges with respect to Supplier's Gas or the disposition thereof ("**Adverse Claim To Supplier's GAS**"). Except insofar as Supplier is in breach of its obligations or has an obligation to indemnify and save VE harmless pursuant to this section 11.2, VE agrees to indemnify and save Supplier harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the GAS after receipt by VE of Supplier's Gas according to VE's Tariff.

11.3 In the event of any Adverse Claim To Supplier's Gas, VE may, in its reasonable discretion, suspend receipts of Supplier's Gas at the Receipt Point(s) where the affected Gas is delivered into VE's facilities (without incurring any liability to Supplier or any other entity interested in Supplier's Gas) until such claim is finally determined and the prevailing party(ies) agree(s) to be bound by this Agreement, or until Supplier furnishes VE a bond, in form and amount and with sureties acceptable to VE, conditioned to hold VE harmless from any such Adverse Claim To Supplier's Gas, or until Supplier demonstrates, to VE's satisfaction, that such Gas subject to an adverse claim does not constitute any portion of Supplier's Gas.

11.4 Supplier agrees to provide VE, upon request, evidence reasonably satisfactory to VE of Supplier's right to handle and deliver into VE's facilities, one hundred percent (100%) of the gas comprising Supplier's Gas.

ARTICLE 12. REMEDIES

12.1 In addition to any other remedy available to the Parties under this Agreement or any provision of law, a Party (the "**Indemnifying Party**") shall indemnify the other Party (the "**Indemnified Party**") against, hold it harmless from, and undertake the defense of the Indemnified Party with respect to all suits, actions, claims, losses, damages (including punitive damages and economic losses), injuries (including personal injury and death), debts, accounts, costs and expenses (including attorneys' fees and other expenses incurred by the Indemnified Party in responding to, and in partial or full satisfaction of, any such suits, actions, claims, losses, damages and injuries) related to and/or arising from or out of any breach by the Indemnifying Party of any provision of this Agreement.

12.2 Under no circumstances shall a Party be liable to the other Party or any third party for any direct, special, indirect, incidental, punitive or consequential losses or damages of any kind whatsoever (including, but not limited to, lost business, lost profits, lost revenues, or lost data) however arising, whether claims for said losses or damages are premised on agreement, tort (including negligence), strict liability or otherwise, irrespective of the number or nature of the claims.

12.3 The Indemnifying Party's liability under Section 12.1 shall be reduced proportionally to the extent that any act or omission of Indemnified Party, or its employees or agents, contributed to such liability.

12.4 Notice and Opportunity to Defend. A Party's indemnification obligations under Section 12.1 will be subject to being provided by the Party seeking indemnification with prompt written notice of the event giving rise to an indemnity obligation, providing reasonable cooperation and assistance in the defense or settlement of any claim, and granting the Indemnifying Party control over the defense and settlement of the same. Providing notice of the event giving rise to an indemnity obligation is an express condition precedent to the duty to provide a defense and indemnity. Notice must be made in strict accordance with the provisions of this Agreement, and time is of the essence. The Indemnifying Party will have the right to consent to any settlement or judgment that is binding upon it.

ARTICLE 13. MISCELLANEOUS

13.1 This document shall ***not*** be construed as an agreement running with the land.

13.2 Indemnifying Party shall release, protect, defend, indemnify and save harmless Indemnified Party, its affiliates and related companies and their directors, officers and employees, from and against each and every suit, demand or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including court costs and reasonable attorneys' fees) for or based upon personal injury, disease or death, or on account of property damage, resulting from, in connection with, or in any way arising out of, relating to, or incident to its activities under this Agreement, except to the extent such damage, injury, or loss is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. For purposes of enforcing this paragraph, the Indemnifying Party waives as a complying employer its immunity provided under the New York Worker's Compensation Laws and/or related laws rules and regulations.

13.3 The Parties shall comply with the insurance requirements set forth in Exhibit C to this Agreement.

13.4 Safety and Health. Each Party shall ensure that any time its employees, agents, contractors, or subcontractors are accessing the other Party's facilities, such employees, agents, contractors or subcontractors are abiding by reasonable safety, operational and drug policies, practices and procedures, consistent with those customary in the natural gas industry, establishing minimum rules and standards to be followed while working on or near the Interconnection Facilities. VE's policies, practices and procedures are included in its Safety and Health Handbook, as amended from time-to-time, a copy of which shall be made available to the Supplier upon request.

13.5 If any Environmentally Deleterious Substance (as defined below) is released or discovered on, at, through or adjacent to VE's Facilities, Supplier shall immediately notify VE of the discovery and existence of said Environmentally Deleterious Substance. To the extent any Environmentally Deleterious Substance is released from, or discovered on, the GAS Facility, the full responsibility for the handling, investigation, remediation, treatment, storage or disposal of any such Environmentally Deleterious Substance, including the management and handling of such materials in compliance with all federal, state, or local laws, rules, regulations pertaining to the protection of the environment ("Environmental Laws"), shall remain with Supplier and Supplier shall indemnify VE for any loss, injury, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency pursuant to any Environmental Law relating to the existence of such Environmentally Deleterious Substance on, at, or adjacent to said claim unless caused by the gross negligence or willful misconduct of VE, its contractors, agents or employees. This section shall survive the termination of this Agreement. For purposes of this Article, "Environmentally Deleterious Substance" means, individually or collectively, (i) a "hazardous substance" as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), (ii) petroleum or petroleum products, (iii) "asbestos-containing material" as that term is defined in 40 CFR Part 61 Subpart M, (iv) polychlorinated biphenyls (PCBs), (v) "solid waste" as that term is defined in the Federal Resource Conservation Recovery Act (RCRA) or (vi) other toxic, hazardous, or deleterious substances leaked, spilled, deposited, conveyed through the Interconnection Facilities or otherwise released by Supplier on, at, adjacent to or through VE's property.

13.6 No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the Parties hereto, and no course of dealing between the Parties shall be construed to alter the terms hereof, except as expressly stated herein.

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

13.8 Not less than five (5) working days prior to the first day of each calendar month during the term of this Agreement, Supplier shall provide VE with update(s), if any, to the identity of the entity and person who shall conduct Gas Scheduling for Supplier's Gas at each of the Exhibit A Receipt Points. In the absence of Supplier's timely notification to this effect, VE may (but shall not be obligated to) deem the authority of the entity and person identified in Supplier's last previous timely notification to continue until its receipt of the Supplier's next timely notification under this paragraph.

13.9 Severability. If any provision of this Agreement is determined to be unenforceable, void, or otherwise contrary to law, such condition shall in no manner operate to render any other provision of this Agreement unenforceable, void, or contrary to law, and this Agreement shall continue in force in accordance with the remaining terms and provisions hereof, unless such condition invalidates the purpose or intent of this Agreement. In the event that any of the provisions, or portions or applications thereof, of this Agreement are held unenforceable or invalid by any court of competent jurisdiction, VE and Supplier shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement by replacing the provision that is unenforceable, void, or contrary to law with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be unenforceable, void, or contrary to law.

13.10 No Partnership**.** Notwithstanding any provision of this Agreement, VE and Supplier do not intend to create hereby any lease, joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit. Neither party shall have any right, power or authority pursuant to this Agreement to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

13.11 Assignment. This Agreement may not be assigned, in whole or in part, by either Supplier or VE without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed; *provided, however,* Supplier may assign this Agreement and its interest in the Project without consent to, (a) an affiliate of Supplier or to any purchaser of all or a substantial portion of its properties of equivalent creditworthiness without such consent, or (b) any financing party, provided that notice shall be given to VE prior to the assignment and any obligations related to or originating as a result of any continuing breach or default under this Agreement by Supplier that commenced prior to such assignment shall be cured prior to any such assignment. This Agreement shall not be deemed to have been assigned, and shall continue in full force and effect, notwithstanding the occurrence of any of the following events: (y) any change of the name of either Party, the ownership of either Party, or the certificate of formation, limited liability company agreement, or certificate of incorporation of any Party; or (z) any issuance or transfer of ownership interests in either Party.

13.12 Headings. The headings contained in this Agreement are intended solely for convenience and do not constitute any part of the agreement between the Parties and shall not be used in any manner in construing this Agreement.

13.13 No Duty to Third Parties This Agreement is for the sole benefit of the Parties hereto, and nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability, or standard of care to any Person not a party to this Agreement.

13.14 Counterparts and Electronic Signatures**.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic, scanned or facsimile signatures may be used by the parties in lieu of the original signature page(s) of this Agreement for any and all purposes.

13.15 Governing Law. This Agreement is executed in accordance with and is intended to be construed under the laws of the Commonwealth of Pennsylvania, excluding any law related to conflict or choice of law that would result in the application of any law to this Agreement other than the laws of the Commonwealth of Pennsylvania. All disputes not resolved by agreement of the Parties shall be resolved in a state court of competent jurisdiction located in the Commonwealth of Pennsylvania, Bradford County, and the Parties consent to the personal jurisdiction of such courts. Each of the Parties hereby irrevocably and unconditionally waives, to the fullest extent it may effectively do so, any defense of any inconvenient forum or improper venue to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of place of residence or domicile.

13.16 So that there will be certainty as to the actual agreement between the parties, it is mutually understood and agreed that this Agreement, the Exhibit A, the Exhibit B, the Exhibit C, the Exhibit D and the Exhibit E attached hereto, as the same may be impacted by any applicable provision of VE's Tariff and GTOP, are intended to constitute the final expression, as well as the complete, exclusive and integrated statement, of the terms of the parties' agreement relative to the interconnection and other transactions described therein. If there is any inconsistency between this

Agreement and the Tariff, either as presently in effect or as amended, then the provisions of the Tariff shall apply.

13.17 No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

______________________	VALLEY ENERGY, INC.
By__________________________	By:____________________________
Name:________________________	Name: ___________________________
Title:_______________________	Title:___________________________
Date:________________________	Date: ____________________________

Attachments

Valley Contacts Addendum

Gas Supplier Contacts Addendum

Exhibit A - Receipt Points

Exhibit B – Valley Energy Gas Quality Standards

Exhibit C – Insurance Requirements

Exhibit D – Interconnection Facilities Ownership and Maintenance Responsibility Schedule

Exhibit E – Routine Services in Operating Fee

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT VE CONTACTS ADDENDUM

CONTACT INFORMATION: 24-Hour Telephone: (800) 998-4427 EMERGENCIES ONLY VALLEY ENERGY, INC.

Legal/Contract Notices/Contracting	**Legal Department**
Field Operations/Meter Sets	**Gas Measurement Department**
Gas Scheduling	**Transportation Service Department**

INTERCONNECTION AGREEMENT GAS SUPPLIER CONTACTS ADDENDUM

CONTACT INFORMATION: GAS Supplier:______________________________________

Legal/Contract Notices	Name: ____________________ Address:____________________ Title: ____________________ City/State/Zip: ____________________ Phone(1): ____________________ Phone(2):____________________ Facsimile:____________________ Email: ____________________
Emergency (24-Hour)	Name: ____________________ Address: ____________________ Title: ____________________ City/State/Zip: ____________________ Phone(1): ____________________ Phone(2):____________________ Facsimile:____________________ Email: ____________________
Field/Gas Testing/Operations	Name: ____________________ Address: ____________________ Title: ____________________ City/State/Zip: ____________________ Phone(1): ____________________ Phone(2):____________________ Facsimile:____________________ Email: ____________________
Accounting/Invoices	Name: ____________________ Address: ____________________ Title: ____________________ City/State/Zip: ____________________ Phone(1): ____________________ Phone(2):____________________ Facsimile:____________________ Email: ____________________

Other: ______________________	Name:____ Address:____ Title:____ City/State/Zip:_______________________________________ Phone(1):____ Phone(2):____ Facsimile:____ Email: ____

Updated Addendums should be sent to VE by facsimile: (570) 888-6199 or mailed.

EXHIBIT A

Receipt Point(s)

To be prepared by Valley Energy, Inc. and added following execution of Interconnection Agreement.

EXHIBIT B

Natural Gas Quality Standards

VALLEY ENERGY GAS QUALITY SPECIFICATIONS[1]

	CONSTITUENT	UNITS	LOW	HIGH
	HIGH HEAT VALUE (HHV)[2]	BTU/SCF	1000	1110
	WOBBE INDEX	BTU/SCF	1270	1400
	SPECIFC GRAVITY		0.560	0.590
	TEMPERATURE	°F		< 73
CONSTITUENTS OF CONCERN	WATER CONTENT	LBS/MMCF		< 7.0
	CARBON DIOXIDE	VOL%		2.0
	OXYGEN	VOL%		0.4
	NITROGEN	VOL%		2.0
	TOTAL INERTS ($CO2+O2+N2$)	VOL%		4.0
	HYDROCARBON DEW POINT (CHDP)	°F		15
	LIQUIDS AND HYDROCARBONS	NA		NONE
	HYDROGEN SULFIDE	GRAINS/100 SCF		0.25
	TOTAL SULFUR	GRAINS/100 SCF		1.0
	TOTAL MERCAPTANS	PPM		8.0
	ALDEHYDES/KETONES		Aldehydes/Ketones must be at a level that does not unreasonably interfere with odorization of Company's gas	
	AMMONIA	GRAINS/100 SCF		5
	HYDROGEN	VOL%		0.1
	P-DICHLOROBENZENE	PPM		24
	ETHYLBENZENE	PPM		150
	VINYL CHLORIDE	PPM		8.3
	TOLUENE	PPM		240
	N-NITROSO-DIN-PROPYLAMINE	PPM		0.15
	METHACROLEIN	PPM		18
	TOTAL SILOXANES	MG SI/M^3		0.5
	MERCURY	PPB	Comm Free (< 1.0)	
	ARSENIC	PPM		0.15
	ANTIMONY	MG/M3		9.0
	COPPER	MG/M3		0.9
	LEAD	MG/M3		1.125
	PCBs/PESTICIDES	PPB	Comm Free (< 1.0)	

1. For purposes of this Tariff, "Commercially Free" is defined as "Not Detectable" relative to typical pipeline gas flowing at the interconnect location that results in RNG, or "Renewable Natural Gas", being compositionally equivalent to flowing supplies. The analytical method, associated detection threshold, and testing facility shall be determined by the Company. Periodic testing will be required where potential Constituents of Concern are reasonably expected.

2. Higher Heating Value is dry, @ 14.73 psia 60° F

EXHIBIT C

Insurance Requirements

During the term of this Agreement, each Party shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of New York and having a *Best's* Rating of A or better:

a. Workers' Compensation – Statutory Limits

b. Commercl General Lbility – $1,000,000 per occurrence and $2,000,000 in the aggregate

c. Automobile Lbility – $1,000,000 per person and $1,000,000 per accident

d. Excess Lbility - $3,000,000 per occurrence/aggregate

Each insurance policy required by this section shall contain a waiver of the right of subrogation, as well as the right of set off and any right of deduction, by the respective underwriter(s) of such policy, and shall be endorsed to provide for severability of interest, cross lbility or cross suit protection, so that each insured is treated separately under the policy. The waiver of the right of subrogation, setoff and deduction shall also extend to parent companies, subsidries and affiltes of the other Party and the officers, directors, agents, and employees of such entities. These provisions must survive expiration, termination or cancellation of this Agreement.

Current certificates of insurance for all policies and concurrent policies required to be maintained by the Party shall be furnished to the other Party. All such insurance policies, shall name the other Party, its officers, agents, employees as additional insureds, but only to the extent of the extent of the policy limits stated herein. Certificates of insurance shall state that the insurance carrier has issued the policies providing for the insurance specified herein, that such policies are in force, that the other Party is an additional insured under the policies for ongoing/current and completed operations, that all policies contain contractual lbility coverage, and a Party will give thirty (30) days prior written notice to the other Party of any materl change in, non-renewal, or cancellation of, such policies. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions shall be explained in full in such certificates. For such time as insurance is required under this Agreement, the Parties' shall provide annual current certificates of insurance 15 days prior to the anniversary date of each policy evidenced. A Party may request that the other Party provide current copies of all insurance policies and related endorsements required under this section.

FAILURE TO MAINTAIN THE INSURANCE COVERAGE PROVIDED HEREIN THROUGHOUT THE TERM OF THIS AGREEMENT SHALL CONSTITUTE A MATERL BREACH OF THE CONTRACT.

EXHIBIT D

INTERCONNECTION FACILITIES OWNERSHIP AND MAINTENANCE RESPONSIBILITY SCHEDULE

INTERCONNECTION FACILITIES OWNERSHIP AND MAINTENANCE RESPONSIBILITY SCHEDULE
(Downstream of Receipt Point or DemarcationPoint[1])

Equipment	Install By	Own By	Maintain By	Paid By
Meter	VE	VE	VE	Supplier
Meter Run and Valves	VE	VE	VE	Supplier
Flow Control Valve	VE	VE	VE	Supplier
Filter	VE	VE	VE	Supplier
Odorizing Equipment	VE	VE	VE	Supplier
Over-Pressure Protection Devices	VE	VE	VE	Supplier
Gas Quality Equipment	VE	VE	VE	Supplier
Real-Time Analyzer	VE	VE	VE	Supplier
Remote Terminal Unit	VE	VE	VE	Supplier
IT/Communication Facilities	VE	VE	VE	Supplier
Utility Power (120/240 VAC)	Supplier	Supplier	Supplier	Supplier
Telephone and/or Ethernet Service	Supplier	Supplier	Supplier	Supplier
Climate Controlled Building	VE	VE	VE	Supplier
Cameras and Door Entry System	VE	VE	VE	Supplier
Third-Party Laboratory Testing	NA	NA	NA	Supplier

[1] All Facilities upstream of Receipt Point or Demarcation Point to be installed, owned, maintained and paid for by ___________________________________

EXHIBIT E
ROUTINE SERVICES IN OPERATING FEE

TASK DESCRIPTION

Line Locating
Leak Surveying
Emergency Response
Valve Inspection
Atmospheric Survey
Regulator Station – inspections and maintenance
Pressure Recorder - calibration
RTU – calibration
Pressure Transducers - calibration
Chart/RTU - maintenance
Odorization – inspection and sampling
Interconnect - building inspection and maintenance
Meter – calibration
Chromatograph – inspection

Feasibility Assessment and Reimbursement Agreement

This Interconnect Feasibility Analysis and Reimbursement Agreement ("*Agreement*"), effective this ____ day of _________, __________________ ("*Effective Date"),* is by and between _____________________________, a _______________________ organized and existing under the laws of the state of ______________________with principal offices located at ____ ("Developer") and Valley Energy, Inc., a corporation organized and existing under the laws of Pennsylvania, with principal offices located at 523 S. Keystone Avenue, Sayre, Pennsylvania 18840 ("Company").

WHEREAS, Developer is proposing to build a _____________________________________ Gas Processing system within ______________________ in _______________ County located in _________________, New York that will recover raw biogas from a _______________ and upgrade the raw biogas to renewable natural gas (RNG), with excess gas RNG to be sent to Company's natural gas distribution system (the "*Project*"); and

WHEREAS, Developer desires to have Company perform certain services (as specified below) in connection with the Project, and Company has agreed to perform such services upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties entering into this Agreement (each a "*Party*", and collectively, the "*Parties*"), with the intent to be bound, agree as follows:

ARTICLE I – SERVICES

Section 1 - Scope of Services

Company will perform those services specified in Exhibit A attached hereto and hereby incorporated herein ("*Services*"). No goods, equipment, or materials will be provided under this Agreement.

This Agreement does not provide for gas interconnection service, procurement of equipment, installation or construction, or gas transmission and distribution service.

Section 2 - Developer's Responsibilities

Developer shall provide:

1. Complete and accurate information regarding requirements for Services, including, without limitation, constraints, space requirements and relationships, special equipment, systems, site requirements, underground or hidden facilities and structures, and all applicable drawings and specifications;

2. If and to the extent applicable, access by Company and Company's contractors to the site where the Project will be developed;

3. A project manager who will be given the authority to coordinate all aspects of the Services between Developer and Company;

4. If and to the extent applicable, adequate parking for the vehicles of Company and Company contractors' personnel performing the Services; and

5. Other responsibilities and access deemed necessary by, and in the sole discretion of, Company or Company's contractors to facilitate performance of the Services.

Developer shall reasonably cooperate with Company and Company's contractors as required to facilitate performance of the Services. Other express Developer responsibilities, if any, shall be as specified in Exhibit A attached hereto.

Anything in this Agreement to the contrary notwithstanding, Company shall have no responsibility or liability under this Agreement for any defective performance or nonperformance to the extent such defective performance or nonperformance is caused by the inability or failure of (i) Developer to cooperate or to perform any of the tasks or responsibilities contemplated to be performed or undertaken by Developer in Exhibit A or elsewhere in this Agreement, or (ii) Developer and Company cannot reach agreement on any matter requiring their mutual agreement as contemplated in Exhibit A or elsewhere in this Agreement.

Section 3 - Unknown Conditions

Developer represents, warrants, and covenants that all information provided by Developer is accurate and complete and acknowledges and agrees that Company may and will rely on this representation, warranty and covenant in performing under this Agreement. If, as a result of additional, different, or previously unknown information, any changes in the Services are required, in the sole discretion of the Company, that will result in an increase or decrease in the cost and/or time of performance under the Agreement, the Price, schedule and other affected provisions of this Agreement shall be amended in writing to memorialize such changes and to recognize the increase or decrease in costs and/or time required to perform the Services.

Section 4 - Changes and Extras

Developer may request changes in Services in writing. If the Company, in its sole discretion, accepts such changes, and such changes will result in an increase or decrease in the cost or time of performance under this Agreement, then the Price and schedule this Agreement shall be amended in writing to memorialize such changes and to recognize any increases or decreases in the cost and/or time required to perform the Services. Company may make changes in Services with the prior written approval of Developer (which approval shall not be unreasonably withheld, conditioned, or delayed).

Section 5 - Governmental Requirements

Changes in Services may be necessary in order to meet the requirements of governmental authorities, laws, regulations, ordinances, Good Utility Practice (as such term is defined in Article V, Section 1, below) and/or codes. After Developer's approval (which shall not be unreasonably withheld, conditioned, or delayed), Company will make changes in Services as it deems necessary, in its sole discretion, to conform to such requirements. If any such changes will result in an increase or decrease in the cost or time of performance under this Agreement, the Price, schedule and other affected provisions of this Agreement shall be amended in writing to memorialize such changes and will recognize any increases or decreases in the cost and/or time required to perform the services. If Developer withholds its approval, and in Company's sole and exclusive judgment the withholding of approval by Developer is not reasonable, then, at Company's election, this Agreement may be immediately terminated upon written notice to Developer. Nothing in this Agreement shall relieve Developer of the responsibility to comply with requirements of an ISO- or other utilities about the Project and the Services.

ARTICLE II – PRICE, TAXES, AND PAYMENT

Section 1 - Price

The price for the Services to be paid by Developer shall be the actual costs and expenses incurred by the Company and its affiliates in connection with performance of the Services or otherwise incurred by Company in connection with this Agreement, and shall include, without limitation, any such costs that may have been incurred by Company prior to the Effective Date (the "*<u>Price</u>*").

The Price shall include, without limitation, the actual costs and expenses for the following to the extent incurred in connection with performance of the Services: labor (including, without limitation, internal labor); materials; subcontracts; equipment; travel, lodging, and per diem paid in accordance with Company policy; copying and reproduction of materials, overnight delivery charges, certified mailing charges, first class mailing charges and similar types of incidental charges; transportation; carrying charges and surcharges; all applicable overheads including an Administrative and General (A&G) expense charge at Company's current rate at the time of invoicing; all federal, state and local taxes incurred; all costs and fees of outside experts, consultants, counsel and contractors; all other third-party fees and costs; and all costs of obtaining any required consents, releases, approvals, or authorizations. All invoiced sums will include applicable expenses, surcharges, and federal, state and local taxes.

If Developer claims exemption from sales tax, Developer agrees to provide Company with an appropriate, current and valid tax exemption certificate, in form and substance satisfactory to Company, relieving Company from any obligation to collect sales taxes from Developer ("*Sales Tax Exemption Certificate*"). During the term of this Agreement, Developer shall promptly provide Company with any modifications, revisions or updates to the Sales Tax Exemption Certificate or to Developer's exemption status. If Developer fails to provide an acceptable Sales Tax Exemption Certificate for a particular transaction, Company shall add the sales tax to the applicable invoice to be paid by Developer.

Section 2 – Payment

Developer shall provide Company with an initial prepayment equal to US dollars ($______________________) ("*Initial Prepayment*"). Company shall not be obligated to commence performance of Services until it has received the Initial Prepayment. If, during the performance of the Services, Company determines that one or more additional prepayments are required before completing the Services, Company may, but is not required to, request additional prepayment from Developer; any such requests will be in writing. If an additional prepayment is requested and is not received from Developer on or before the date specified in each such request, or if no date is specified, within 30 days of receipt of the written request, Company may cease work upon the depletion of the Initial Prepayment and any other prepayments made by Developer to date, as applicable. Upon Company's receipt of the additional requested prepayment from Developer (such prepayment to be additional to the Initial Prepayment and any other prepayments made by Developer to date), Company will continue to perform the Services. The Initial Prepayment and the additional prepayments if any represent estimates only.

Company is not required to request additional prepayments from Developer and may elect, in its sole discretion, to continue performing Services hereunder after the depletion of the Initial Prepayment, or any other prepayments made by Developer to date, as applicable, without additional prepayments and invoice Developer for such Services later. Developer shall be responsible to pay Company the total Price for completing the Services performed by Company whether any additional prepayments were made at Company's request. Any election by Company to seek or defer additional prepayments in one instance shall not obligate the Company to seek or defer additional prepayments in any other instance.

Company will invoice Developer for all sums owed under this Agreement. Except for additional prepayments required under the first paragraph of this Section 2 of Article II, in which case the due date provided in such paragraph shall apply, payment shall be due in full within thirty (30) days of Company's submittal of an invoice, without regard to claims or off-sets. Payment shall be made in immediately available funds transmitted by the method specified in the invoice. A continuing late payment charge of 1.5% per month will be applied on any late payments.

If Company's Price for completing the Services is less than the Initial Prepayment plus any such additional prepayments paid by Developer under this Article ("*Total Prepayment*"), Company will refund the remaining unused portion of the Total Prepayment to Developer.

ARTICLE III - SCHEDULE, DELAYS, AND FORCE MAJEURE

Company will use reasonable efforts to commence the Services promptly following its receipt of all the following: a fully executed Agreement, the Initial Prepayment, and all information required by this Agreement to be supplied by Developer prior to commencement of the Services.

If Company's performance of the Agreement is delayed by Developer, this Agreement shall be amended to recognize the increase in cost and/or time to perform the Services caused by the delay.

Any delays in, or failure of, performance by Developer or Company, other than payment of monies, shall not constitute default and shall be excused hereunder, if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Developer or Company, as applicable, including, but not limited to, acts of God, Federal and/or state law or regulation, sabotage, explosions, acts of terrorism, unavailability of personnel, equipment, supplies, or other resources for utility-related duties, delays by governmental authorities in granting licenses, permits or other approvals necessary in connection with Services, compliance with any order or request of any governmental or judicial authority, compliance with Company's public service obligations, storms, fires, inclement or adverse weather, floods, riots or strikes or other concerted acts of workers, and accidents.

ARTICLE IV – INTELLECTUAL PROPERTY

Any drawings, specifications or other documents (i) prepared or used by Company, or (ii) prepared by Developer for Company in connection with this Agreement, shall be the proprietary, confidential information and sole property of Company at no cost to Company (collectively "*Materials*"). Proprietary information provided by the Developer in connection with this Agreement will remain the sole property of the Developer.

Excluding third-party owned documents and software, Developer is granted an irrevocable, nontransferable, and non-assignable license to use such Materials solely in connection with the Project. No commercialization of such Materials by Developer is authorized. Developer shall not disclose any of the Materials to any third party, in whole or in part, without the prior written consent of Company.

The obligations imposed by this Article IV shall survive the completion, cancellation, or termination of this Agreement.

ARTICLE V – PERFORMANCE

Section 1 -- Performance.

Company shall perform the Services in a manner consistent with "Good Utility Practice" (as such term is defined below); provided, however, that Company shall have no responsibility or liability in connection with (i) any items or services provided by Developer or its third party contractors or representatives whether or not such items or services are incorporated in the Services, (ii) any items or services provided, manufactured or licensed by third parties whether or not such items or services are incorporated in the Services, or (iii) any defects in Services that result from the acts or omissions of persons other than Company or accidents not caused by Company.

"*Good Utility Practice*" shall mean the practices, methods and acts engaged in or approved by a significant portion of the gas utility industry during the relevant time period, or any practices, methods and acts which, in the exercise of good judgment in light of the facts known at the time the decision was made**,** would have been reasonably expected to accomplish the desired result consistent with good business practices, safety, and law. Good Utility Practice is not intended to require or contemplate the optimum practice, method or act, to the exclusion of all others, but rather to be reasonably acceptable practices, methods, or acts generally accepted in the region in which the Services are to be performed.

Prior to the expiration of one (1) year following the date of completion of a Service, Developer shall have the right to give Company written notice that some or all of such Service was not performed in compliance with the first paragraph of this Section 1. If Company concurs, and the Company shall, at the option of Company, either (i) re-perform or repair the defective portion of such Service, or (ii) refund the amount of money paid by the Developer to Company attributable to the defective portion of such Service. The remedy set forth in this Section 1 of Article V is the sole and exclusive remedy granted to Developer for any failure of Company to meet the performance standards or requirements set forth in this Agreement.

ARTICLE VI – INSURANCE

From the commencement of the Agreement through its expiration, each Party shall provide and maintain, at its own expense, insurance policies issued by reputable insurance companies with an A. M. Best rating of at least B+ (collectively, the "*Required Insurance Policies*"). The Required Insurance Policies shall, at a minimum, include the following coverages and limitations:

Workers' Compensation and Employers Liability Insurance, as required by the State in which the work activities under this Agreement will be performed. If applicable, coverage will include the U.S. Longshoremen's & Harbor Workers' Compensation Act, and the Jones Act. If a Party is a qualified self-insurer by the State, Excess Workers' Compensation coverage shall be maintained in lieu of the Workers' Compensation coverage.

Public Liability, including Contractual Liability and Products/Completed Operations coverage, covering all operations to be performed under this Agreement, with minimum limits of:

Bodily Injury	\$1,000,000 per occurrence Property Damage
	\$1,000,000 per occurrence

Automobile Liability, covering all owned, non-owned and hired vehicles used under or in connection with this Agreement, with minimum limits of:

Bodily Injury	\$500,000 per occurrence
Property Damage	\$500,000 per occurrence OR
Combined Single Limit	\$1,000,000 per occurrence

If requested, each Party will provide evidence to the other Party that it maintains the Required Insurance Policies required under this Article.

Either Party may elect to self-insure to the extent authorized or licensed to do so under the applicable laws of the State of New York, provided that, the electing Party provides written notice of any such election to the other Party. Company hereby notifies Developer that it is a qualified self-insurer under the applicable laws of the State of New York and that it elects to self-insure to satisfy its obligations under this Article.

ARTICLE VII – TERM AND TERMINATION

The term of this Agreement shall expire one (1) year from the Effective Date. As of the expiration of this Agreement or, if earlier, its termination, the Parties shall no longer be bound by the terms and provisions hereof, except (a) to the extent necessary to enforce the rights and obligations of the Parties arising under this Agreement before such expiration or termination (including, without limitation, with respect to payment of all amounts due and payable hereunder), and (b) such terms and provisions that expressly or by their operation survive the termination or expiration of this Agreement.

Either Party may terminate this Agreement for convenience by delivery of written notice to the other Party, such termination to be effective on the tenth (10th) day following delivery of such written notice, or upon payment in full of all amounts due and payable hereunder, whichever is later. On or before the effective termination date of this Agreement, Developer shall pay Company all amounts due and payable as the Price for that portion of the Services performed to the effective date of termination ("*Amount Outstanding*"), including, without limitation, all costs and expenses incurred, less the Total Prepayment. If the Total Prepayment exceeds the Amount Outstanding, Company shall remit the balance to Developer.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

Section 1 - Assignment and Subcontracting

Developer agrees that Company has the right, but not the obligation, to (i) use the services of its affiliated companies in connection with the performance of Services, and (ii) issue contracts to third parties for, or in connection with, the performance of Services hereunder, without the prior consent of Developer, and that the costs and expenses of such affiliated companies or third parties charged or chargeable to Company shall be paid by Developer as part of the Price.

Section 2 – No Third-Party Beneficiary

Nothing in this Agreement is intended to confer on any person, other than the Parties, any rights or remedies under or by reason of this Agreement.

Section 3 – Amendment; Equitable Adjustments

This Agreement shall not be amended, superseded or modified, except in a writing signed by both Parties. In any circumstance in which this Agreement contemplates an equitable adjustment to Price, schedule or any other term of this Agreement, Company shall have no obligation to continue performance hereunder until and unless such adjustment has been mutually agreed to by both Parties in writing.

Section 4 – Notices

Any notice given under this Agreement shall be in writing and shall be hand delivered, sent by registered or certified mail, delivered by a reputable overnight courier, or sent by facsimile (fax) with electronic confirmation of receipt, to the party's representatives as follows:

Developer

____
____
____
ATTN:
Phone:
Fax:
Email:

Company:

Valley Energy, Inc.
ATTN: ______________________________
523 South Keystone Avenue
Sayre, PA 18840
Phone: 570-888-9664
Fax: 570-888-6199
Email: ______________________________

Section 5 - Waiver

No term of this Agreement may be waived except in a writing signed by an authorized representative of the Party against whom the amendment, modification, or waiver is sought to be enforced. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

Section 6 - Approvals

It is understood that Company may be required to obtain, regulatory, and other third- party approvals and releases in connection with the provision of the Services. If so, this Agreement shall be effective subject to the receipt of any such approvals and releases, in form and substance satisfactory to Company in its sole discretion, and to the terms thereof.

Section 7 - Laws

This Agreement shall be interpreted and enforced according to the laws of the State of New York and not those laws determined by application of the State of New York's conflicts of law principles. Venue in any action with respect to this Agreement shall be in the State of New York; each Party agrees to submit to the personal jurisdiction of courts in the State of New York with respect to any such actions.

Section 8 - Severability

To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be modified to give as much effect to the original intent of such provision as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.

Section 9 - Integration and Merger; Entire Agreement

Developer and Company each agree that there are no understandings, agreements, or representations, expressed or implied, with respect to the subject matter hereof other than those expressed herein. This Agreement supersedes and merges all prior discussions and understandings with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to such subject matter.

Section 10 – Authority

Each Party represents to the other that the signatory identified beneath its name below has full authority to execute this Agreement on its behalf.

Section 11 – Information and Coordination Contact

Cody Chapman or such other representative as Company may designate, will be the point of contact for Developer to submit the information required for Company to perform the Services stated in this Agreement.

___________________________ or such other representative as Developer may designate, will be the point of contact for Company to request additional information from Developer, if required.

Section 12 – Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by e-mailed PDF) shall be deemed to be their original signatures for all purposes.

Section 13 – Limitation of Liability

In consideration of potential liabilities which may be disproportionate to the fees paid hereunder, Developer agrees to limit the liability of Company, its officers, directors, employees, agents, contractors and representatives to Developer for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including, but not limited to, breach of this Agreement, negligence, errors or omissions and other acts) to the lesser of $100,000 or the amount paid by Developer hereunder. In no event shall any Party or its subcontractors be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or performance of the Services, or from reliance on the studies, designs and analyses performed hereunder. Nor shall any Party or its subcontractors be liable for any delay in delivery or for the non-performance or delay in performance of its obligations under this Agreement. Company shall have no liability for violations of any federal, state or local environmental regulations, orders, laws or ordinances that are discovered or occur during the performance of the Services under this Agreement.

Section 14 – Disclaimer of Warranty

In performing the Services, the Company and any Company contractors shall have to rely on information provided by the other Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Company nor any Company contractor makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the analyses, studies, and designs prepared in accordance with this Agreement. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

Section 15 – Indemnification

Subject to the limitation of liability above, and to the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other from any claim, suit, liability, damage, injury, cost or expense, including attorney fees (hereinafter "Loss") arising out of: (a) a breach of this Agreement or, (b) a party's willful misconduct or negligence in connection with the performance of this Agreement.

Section 16 - Confidentiality

This Agreement shall be subject to the Mutual Nondisclosure Agreement between Company and Developer dated _________________________.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

___________________________(Developer)

By: ____
Name:
Title:

Valley Energy, Inc.

By: ____
Name:
Title:

EXHIBIT A - Scope of Services

Company's scope of Services to include:

- Arrange and schedule periodic meetings, as appropriate, to review the status and results of the Services;
- Establish a gas quality and interchangeability management program which includes a pipeline gas specification. This program will be established using a gas composition of a sample of the Company's existing purchased natural gas, regulatory requirements, and Company tariffs; and
- Provide an engineer's opinion of probable cost for necessary instrumentation, controls, gas chromatograph, automatic valves, and odorization equipment needed for RNG system.
- Provide preliminary design, permitting and construction cost estimates and proposed project schedule.
- Provide anticipated permits required and survey needs if applicable.
- Provide right-of-way assessment for pipeline route.
- Perform cultural resources and environmental assessments as may be necessary to pursue governmental approvals to connect the Project to the Company's system.
- Preliminary research, review and administrative expenses for feasibility for any necessary PSC approvals for the proposed project.

Developer's scope of service to include:

- Provide proposed facility location and access to site;
- Provide anticipated gas quality at the interconnect point; and
- Provide information about proposed upgrading/cleanup technology.

Illustrative Assumptions and Conditions:

Any dates, schedules or cost estimates resulting from the Services are preliminary projections/estimates only and shall not become or give rise to any binding commitment.

The Services contemplated by this Exhibit and this Agreement do not include any construction, relocations, alterations, modifications, or upgrades with respect to any facilities ("Construction"), nor does Company make any commitment to undertake such Construction. If the Parties elect, in their respective sole discretion, to proceed with any Construction: (i) such Construction would be performed pursuant to a separate, detailed, written, and mutually acceptable RNG Interconnect Agreement to be entered into by the Parties prior to the commencement of any such Construction, and (ii) payment of all actual costs incurred by Company or its Affiliates in connection with or related to such Construction shall be the responsibility of Developer and Developer shall reimburse Company for all such costs.

For the avoidance of doubt: This Agreement does not provide for electric generation or gas supply interconnection service, procurement of equipment, installation or construction. The Company shall not have any responsibility for seeking or acquiring any real property rights in connection with the Services or the Project including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right of way interests. Neither this Agreement nor the Services include securing or arranging for Developer or any third party to have access rights in, threw, over, or under any real property owned or controlled by the Company.

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

THIS RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT (this "**IA Agreement**") is made and entered into this ______day of ____________, ______ by and between ________________________________, hereinafter, "**Supplier**" or "**RNG Supplier**," and VALLEY ENERGY, INC. located at 523 S. Keystone Ave., Sayre, PA 18840, hereinafter, "**VE**" (each individually a "**Party**" and collectively the "**Parties**").

WITNESSETH

WHEREAS, VE is a public utility authorized and obligated to receive and transport natural gas and to provide retail natural gas service subject to the jurisdiction of the Public Service Commission of the State of New York ("**NYSPSC**");

WHEREAS, Supplier is engaged in the business of developing, building, owning and operating a landfill gas processing facility, biogas upgraders and certain other related equipment and facilities (the "**RNG Facilities"**) for the purpose of producing and selling RNG to gas distribution utilities and other third parties;

WHEREAS, Supplier is proposing to build a RNG Facility within the ___________________ property located in __________________County, _________________, New York *("***Project Site***")* that will recover raw biogas from a _________________ and upgrade the raw biogas to renewable natural gas ("**RNG**") RNG to be sent to VE's natural gas distribution system (the "**Project**");

WHEREAS, by means of facilities operated by it, Supplier proposes to deliver RNG from the Project into facilities owned and operated by VE in the State of New York;

WHEREAS, for the foregoing purpose, Supplier has requested an interconnection between its RNG Facilities and VE's ________________________pipeline in _____________ County, New York (the "**Interconnection**") for purposes or receiving RNG from the RNG Facilities: and

WHEREAS, VE is willing to, (a) design, construct, and own such interconnection and related facilities pursuant to the CPP Agreement (as hereinafter defined) dated of even date herewith and executed by and between the Parties, and (b) allow for the injection of RNG from the Project into VE's interconnection and related facilities and operate and maintain such Interconnection and any related facilities under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, VE and Supplier agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "**Btu**" or "**British Thermal Unit**" means, generally, the amount of heat required to raise the temperature of 1 pound of liquid water by 1°F at a constant pressure of one atmosphere and is a measure of heat value (energy content). Btu is calculated in conformance with applicable ANSI/API and American Gas Association ("**AGA**") recommendations.

1.2 "**Commercial Operations Date**" means the date on which the RNG Facility is operating and delivering RNG into the Valley Energy gas distribution system.

1.3 “**Commission**” means the NYSPSC.

1.4 “**Consumer Price Index” and “CPI-U**” means the “Consumer Price Index for All Urban Consumers” of the United States Bureau of Labor Statistics in effect and generally published at the time.

1.5 “**CPP Agreement**” shall mean the Construction and Project Payment Agreement between the Parties dated ______________________.

1.6 “**Cubic Foot**” means the volume of gas contained in one (1) cubic foot of space at a standard pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a standard temperature of sixty degrees Fahrenheit (60° F), under standard gravitational force.

1.7 “**Effective Date**” means the date upon which both Parties’ have signed this IA Agreement.

1.8 “**EGM Equipment**” means the flow computer, transmitters, communication equipment, and a climate-controlled building.

1.9 “**Environmental Attributes**” means any and all environmental attributes, compliance credits, benefits, emission reductions, offsets, and allowances, howsoever entitled and whether existing on or after the date hereof, attributable to the digestion of manure, production of biogas, characteristics, production, use or combustion of the RNG or its displacement or reduction in the use of conventional energy generation, greenhouse gas emissions, pollutants or transportation fuel, including, without limitation, the use of RNG as an advanced biofuel, cellulosic biofuel, low carbon fuel or alternative fuel including, without limitation, any existing or future tax credits, depreciation deductions and depreciation benefits, or other tax benefits arising from ownership or operation of the RNG facilities to be installed by Supplier or from the production of RNG.

1.10 “**Exhibit A**” means the document entitled “Exhibit A” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time.

1.11 “**Exhibit B**” means the document entitled “Exhibit B” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to RNG.

1.12 “**Exhibit C**” means the document entitled “Exhibit C” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to RNG.

1.13 “**Exhibit D**” means the document entitled “Exhibit D” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to RNG.

1.14 **"Exhibit E"** means the document entitled "Exhibit E" which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time.

1.15 "**Gas Day**" means the twenty-four (24) hour period commencing at an hour specified in the Tariff of an interstate pipeline delivering gas to VE at a city gate station.

1.16 "**Gas Scheduling**" means the administrative function(s) of arranging for Supplier's RNG to be delivered into VE's natural gas distribution system, including nominations, confirmations, pool assignments and related activities.

1.17 "**Hazardous Waste Landfill**" refers to the facilities as defined by the United States Environmental Protection Agency – 40 CFR 260.10, New York State Department of Environmental Conservation – 6 NYCRR Part 370.2

1.18 "**Interconnection Facilities**" means VE's facilities to be located at the Receipt Point as more specifically described in Exhibit A, provided, that "Interconnection Facilities" shall also include any equipment that is not described in Exhibit A but is installed at the request of Supplier and upon consent of VE.

1.19 "**Maintenance Work**" means maintenance of, repairs to, or modifications to the Pipeline, the Interconnection Facilities or related facilities.

1.20 "**Mcf**" means one thousand (1,000) cubic feet of gas, determined on the measurement basis set forth in this IA Agreement.

1.21 "**Month**" means the period commencing on the first Day of a calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

1.22 "**Operating Fee**" means the fee for providing routine and preventative maintenance services for the Interconnecting Facilities as defined in Paragraph 2.13 ("<u>Billing and Payment of Fees.")</u>

1.23 **"Pipeline"** means the facilities and equipment installed by VE to connect the Interconnection Facilities to VE's natural gas distribution system pursuant to the CPP Agreement.

1.24 "**Receipt Point**" means the point of interconnection between Supplier's RNG Facilities and the Interconnection Facilities of VE located immediately upstream of VE's measurement facility which is used to identify such point of interconnection in Exhibit A.

1.25 "**Renewable Fuel Standard" or "EPA RFS**" means the renewable energy program and policies established by the US Environmental Protection Agency and published on March 26, 2010 (at 75 Fed. Reg. 14670) and became effective on July 1, 2010.

1.26 "**Renewable Identification Number" or "RIN**" means a renewable identification number issued pursuant to the Renewable Fuel Standard as may be amended and as administered by the US Environmental Protection Agency.

1.27 "**Renewable Natural Gas**" or "**RNG**" means the gas produced by Supplier at Supplier's RNG Facilities which meets VE RNG Quality Standards, specified in Exhibit B, as well as the gas quality standards specified in Company's Tariff and GTOP. For the avoidance of doubt, in the event of a discrepancy or conflict between the RNG Quality Standards specified in this Agreement (including, but not limited to Exhibit B), and the gas quality standards specified in the GTOP and/or Company's Tariff, the gas standards in the GTOP and Company's Tariff shall prevail, unless otherwise agreed upon.

1.28 "**RNG Supplier Contacts Addendum**" means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing Supplier contact information pertinent to this IA Agreement. Said document may be amended or supplemented, from time to time by Supplier and communicated to VE as provided therein.

1.29 "**RNG Quality Standards**" means the standards and specifications, including testing protocols, set forth in Exhibit B of this IA Agreement, and VE's Tariff.

1.30 "**Security Requirement Amount**" has the definition set forth in Section 10.2 hereof.

1.31 **Supplier Contacts Addendum**" means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing Supplier contact information pertinent to this IA Agreement. Said document may be amended or supplemented, from time to time by Supplier and communicated to VE through facsimile or e-mail.

1.32 "**Supplier's Gas**" means the RNG delivered into VE's facilities at any given time at any given Receipt Point.

1.33 "**VE Contacts Addendum**" means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing VE contact information pertinent to this IA Agreement. Said document may be amended or supplemented, from time to time by VE and communicated to Supplier through mail or e-mail.

1.34 "**VE's Tariff**" or "**Tariff**" means VE's Schedule For Gas Service Applicable In The Entire Territory (PSC No. 1 – GAS, as amended from time to time, or any superseding tariff), for gas delivered by Supplier in New York.

ARTICLE 2. DELIVERY OF RNG INTO VE FACILITIES

2.1 Supplier shall not deliver (or permit the delivery of) any RNG into any facility owned or operated by VE other than at a Receipt Point identified on Exhibit A at the time of such delivery (the "**Exhibit A Receipt Point(s)**"). No Receipt Point shall be deemed to have been added to Exhibit A, and Exhibit A shall not be deemed to have been otherwise amended or supplemented, unless and until such amendment or supplement of Exhibit A shall be evidenced by a writing executed by Supplier and VE.

2.2 Supplier warrants and represents as follows:

2.2.1 All gas delivered into VE's facilities at any one Receipt Point shall be RNG produced exclusively from Supplier's Plant configured to deliver to such Receipt Point.

2.2.2 RNG delivered into VE's facilities was not collected from a Hazardous Waste Landfill including landfills permitted by the Department of Toxic Substances Control.

2.2.3 All RNG delivered into VE's facilities was transported to the Receipt Point and produced in accordance with all applicable laws, statutes, regulations, or other governing agreements.

2.2.4 RNG produced or scheduled by Supplier or an affiliate of Supplier to be produced from additional upgrading and processing facilities of the Supplier flowing through a Receipt Point identified in Exhibit A shall be authorized and RNG received therefrom accepted by VE at the designated Receipt Point so long as:

2.2.4.1 Supplier provides VE with 30 days written notice of its intent to add a new upgrading and processing facility to the scope of Supplier's Plant, together with the scheduled turn-on date; and

2.2.4.2 The new upgrading and processing facility has been tested by or caused to be tested by VE and the results therefrom meet VE's satisfaction; and

2.2.4.3 The additional volumes to be delivered will not exceed the design capacity for the Interconnection Facilities or the VE gas distribution system in the geographic area; and

2.2.4.4 The additional volumes will not result in operating conditions deemed unacceptable to VE in its sole but reasonable discretion.

2.2.4.5 The criteria contained in Paragraph 2.2.4 shall also apply to new or different RNG that is formulated with new or modified feedstock source at an existing Plant already flowing through a Receipt Point identified on Exhibit A.

2.3 Supplier shall deliver RNG at a pressure sufficient to enable such RNG to enter Interconnection Facilities [as stipulated in Exhibit A] against the pressure prevailing therein from time to time; provided, however, that Supplier shall not deliver RNG at any Receipt Point at a pressure in excess of the pressure designated by VE in Exhibit A.

2.3.1 Sufficient delivery pressure does not guarantee access to VE's facilities. In addition to pressure, nearby distribution system market demand shall also be determinative for the purpose of access to VE's facilities. However, VE will accept from Supplier all RNG delivered to the Receipt Point that meets the specifications set forth in this Agreement to the extent that VE has corresponding demand. VE shall use best efforts to preserve Supplier's priority right to deliver and inject compliant RNG from the RNG Facility into the Receipt Point and VE's distribution system over other supply sources of natural gas on the line segment where the RNG Facility is located.

2.4 Except for the compression installed in the initial installation of the RNG Facilities, Supplier shall not install or operate (or permit any other entity to install or operate) additional compression facilities to deliver RNG into any VE facility ("**VE-Related Compression Operations**") without the express prior written consent of VE, which consent shall not be unreasonably withheld, delayed or conditioned.

2.5 Supplier warrants that all VE-Related Compression Operations shall be conducted in a manner (i) so as to prevent the pulsations therefrom from interfering with VE's measurement at any Receipt Point, and (ii) so that compressed RNG will be delivered to VE at a temperature not exceeding seventy-three degrees Fahrenheit (73° F). Supplier shall ensure safeguards to prevent compressing air (e.g., low pressure shut off or oxygen shut off) into VE's system are present and operational.

2.6 Supplier shall give VE written notice at least fourteen (14) days prior to the commencement of (and any material change in) authorized VE-Related Compression Operations.

2.7 Supplier shall give VE written notice at least twenty-four (24) hours prior to any material change in the maintenance routine applicable to any compressor used in VE-Related Compression Operations. For purposes of this subsection, "material" shall mean any change that may produce a variance in RNG volumes or pressure.

2.8 After completion of the Pipeline, Interconnection Facilities and all other portions of the scope of work under the CPP Agreement, in the event that the subsequent installation, operation and/or maintenance of Supplier's equipment or facilities requires additional (in VE's reasonable judgment) modification(s) to such facilities or to equipment on VE's Pipeline, Interconnection Facilities or related facilities, provided that such modification(s) are not part of the anticipated activities specified in Exhibit E or covered by the Operating Fee, the cost of such modification(s) shall be borne by Supplier as a Special Service pursuant to Paragraph 2.13 (Billing and Payment of Fees). Supplier shall consult with VE so as to assist VE in ascertaining the extent to which such modification may be indicated, and on the basis of such consultation and VE's own reasonable judgment, VE shall endeavor to notify Supplier of its determination prior to the date scheduled by Supplier for such installation, operation and/or maintenance.

2.9 Supplier shall assist VE with acquiring any easement(s), licenses, permits, and related surface rights, including the rights of ingress and egress, or other land interest(s) which, in VE's reasonable judgment as to type and extent, are reasonably necessary for the installation, operation and maintenance of VE's receipt and related measurement facilities by VE's personnel, contractors, representatives, permittees, and invitees.

2.10 Supplier shall construct (or provide VE access to, and use of, existing road) and maintain, at Supplier's sole cost and expense, an all-weather access road for VE to access the Interconnection Facilities. VE shall have 24/7 access to the VE owned and operated facilities. Failure of Supplier to adequately maintain, in VE's reasonable judgment, said access road may result in VE shutting-in the Interconnection Facilities if not resolved in a reasonable period of time after being brought to the attention of Supplier in accordance with Section 4.5. VE or its designee has the right, but not the obligation, to request a site visit during normal business hours for the purpose of verifying that such facilities are being operated, maintained, inspected and tested in accordance with this IA Agreement. Each Party shall ensure that any enclosure around the Interconnection Facilities is properly locked and secured before leaving the premises.

2.11 Interconnection Facilities shall be installed, owned and maintained by either VE or the Supplier at the expense of the Supplier as set forth in the Interconnection Facilities Ownership and Maintenance Responsibility Schedule attached hereto as Exhibit D and pursuant to CPP Agreement. The Interconnection Facilities shall include materials, facilities and equipment, which, in VE's reasonable judgment, may be necessary to accommodate the deliveries of Supplier's RNG received and projected to be received by VE at the Receipt Point, including without limitation, the equipment described below. Such equipment shall be installed at each Exhibit A Receipt Point facility, which, in VE's reasonable judgment, may be necessary to accommodate the deliveries of RNG received and projected to be received by it at the Receipt Point. The normal operation, calibration, maintenance, adjustment and repair of the measurement equipment shall be performed by the owner of the equipment. Modifications to Interconnection Facilities resulting from changes in Supplier's operations shall be performed at Supplier's cost and expense. The Interconnection Facilities shall be operated in accordance with the applicable specifications of the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, as amended from time to time, and in accordance with any other mutually agreeable standard commonly accepted in the RNG gas interconnection industry. The Interconnection Facilities shall be designed and operated to comply with EPA rules under the RFS for production of RINs, as those rules may be amended from time to time. Additional costs (if any) to meet EPA specifications shall be treated as a Special Service under Paragraph 2.13. Supplier shall, at its own cost and expense, provide, operate and maintain in safe and efficient operating condition such regulators, relief valves, and other equipment as may be necessary in VE's reasonable judgment to avoid excessive pressures (and the risk of such pressures) in facilities owned and operated by VE or its customers.

2.12 Taxes. VE's invoices to Supplier shall include line items for any applicable taxes. Property taxes imposed on the Interconnection shall be paid by the Supplier and shall include any and all property taxes Valley Energy incurs to own, operate and maintain the Interconnection. Following Valley Energy's receipt of the subject tax bills, Valley Energy shall provide copies of such bills to the Supplier as soon as practicable after receipt. The Supplier will remit payment in full to Valley Energy at least five (5) business days prior to the date the tax bill is due to be pai to the relevant governmental entity.

2.13 Billing and Payment of Fees.

2.13.1 The Operating Fee shall be $_______________ per month unless otherwise modified by the NY PSC Commission. The Operating Fee shall be adjusted annually, beginning on the first day of the first month following the one-year anniversary of the date that the Interconnection Facilities are completed and ready to receive gas from Supplier ("In-Service Date") and each subsequent 12-month anniversary of the In-Service Date, thereafter, based on the changes in the CPI-U over the 12-month period ending two months before the adjustment, or by three percent, whichever is greater.

2.13.2 Supplier shall pay to VE the Operating Fee on a monthly basis . VE shall provide invoices to Supplier by the 15th of each month, with payment in full required within fifteen (15) days. Interest will accrue on any undisputed late payments at the rate of eighteen percent (18%) per annum.

2.13.3 The Operating Fee includes providing routine and preventative maintenance services for the Pipeline, Interconnection Facilities and related facilities, including the following: (i) general maintenance and testing of the VE Facilities, (ii) verification, and if required, calibration of pressure and temperature transmitters, (iii) inspection and maintenance of the RTU and meter, (iv) inspection, maintenance and testing of the meter run, valves, Pipeline, regulator stations, etc.; and (v) consumables, site up-keep, including painting, weed control, snow removal, and general building and ground maintenance of the Property. The list of anticipated activities covered by the Operating Fee is attached as **Exhibit E**. Routine Services do not include restoration of damage to right-of-way, sites, buildings, the facilities, piping, or any of the VE Facilities caused by vehicle accidents, winds, storms, flooding, fire, frost heaving or similar causes.

2.13.4 In addition to the routine services set forth above, VE shall furnish all materials, equipment, supplies, services and labor required for making necessary repairs to the VE Facilities not described in Paragraph 2.13.3 above ("Special Services"). Such Special Services shall include any necessary additional testing, monitoring or calibration beyond the types specified in Exhibit E, meter tube cleaning, reconstruction, reconditioning, equipment overhaul, or replacement of the VE Facilities, Pipeline or related facilities as required to ensure efficient operation at design capacity and any gas quality related responses and to meet applicable safety and regulatory requirements. Supplier shall pay or reimburse VE for the reasonable actual costs of all Special Services, which shall be invoiced and payable consistent with Paragraph 2.13.2 above. VE shall design the VE Facilities for a useful life of no less than 20 years from installation and in no event shall Supplier be liable for costs arising out of design or engineering defects with respect to the VE Facilities.

2.13.5 **Emergency Services**. In the event of explosion, fire, storm or other sudden, unexpected or emergency event which is likely to cause injury or death to persons, threaten the integrity of the VE natural gas pipeline system, or threaten damage to property or render the VE Facilities, the Supplier Facilities, or any part thereof incapable of continued operation (each, an "Emergency" and collectively, "Emergencies"), VE may, in its reasonable discretion, take such steps, provide such services, and incur such expenses as VE, in its reasonable opinion, deems necessary or appropriate and that can be provided by VE to deal with such Emergency ("Emergency Services"). Supplier shall pay or reimburse VE for the actual costs of all Emergency Services, provided that no payment or reimbursement shall be due in accordance with the foregoing if the Emergency was the result, directly or indirectly, of VE's negligence or willful misconduct or if such costs are recoverable under VE's insurance policies. VE shall report such Emergency to Supplier as promptly as practicable after VE becomes aware of it. As soon as practical after expenses have been incurred, VE shall invoice Supplier for all expenses incurred by VE in connection with any Emergency Services and Supplier shall pay such costs consistent with Paragraph 2.13.2 above.

2.14 Supplier acknowledges that:

2.14.1 The Receipt Points identified in Exhibit A are located on VE's gas distribution facilities;

2.14.2 VE must, at all times, be in a position to operate, maintain, enhance, and/or replace any one or more of its facilities in such a manner, at such times, and under such circumstances as will enable it to furnish and provide facilities and service which are safe and adequate and, in all respects, just and reasonable;

2.14.3 The maximum and/or minimum delivery pressures or other parameters applicable to Supplier's delivery of RNG into VE's facilities may vary from time to time, in light of the above, and in order to enable VE to satisfy its retail market requirements, including but not limited to its firm service obligations, transportation obligations, and to ensure the maintenance of safe operating conditions throughout its system, including, but not limited to, the maintenance, enhancement and/or improvement of its facilities;

2.14.4 Supplier acknowledges VE's right (a) to restrict and/or completely stop Supplier's deliveries at any one or more Receipt Points insofar as reasonably necessary in VE's reasonable judgment consistent with industry standards, to accommodate the above requirements, and/or (b) to designate and redesignate, from time to time, the maximum pressure or other delivery parameter(s) temporarily applicable to deliveries of RNG by Supplier at any one or more Receipt Points;

2.14.5 VE shall have no obligation to modify the operating parameters, conditions or equipment on its natural gas distribution system to enhance Supplier's ability to deliver RNG through the Receipt Points; and

2.14.6 Without limitation of the remedies available to VE in respect of any breach of this IA Agreement, a breach of any one or more of the obligations undertaken by Supplier under Paragraphs 2.1, 2.2, 2.3 and 2.5 of this Article 2, or under any of the paragraphs of Article 4, or under Paragraph 13.3, shall constitute a material breach of this IA Agreement, subject, when applicable, to a reasonable time and opportunity to cure.

ARTICLE 3. MEASUREMENT

3.1 VE shall be responsible for custody transfer measurement at the Receipt Point. The measurement services ("**Measurement Services**") to be performed by VE hereunder at the Receipt Point shall consist of volume and energy calculations, calibration of meter(s) and transmitter(s), and measurement recording instrumentation consistent with the terms of VE's Tariff requirements applicable to gas delivered into VE's facilities for transportation service and/or applicable to production facility gas measurement.

3.2 The unit of volume for purposes of measurement of the RNG delivered into VE's facilities at the respective Exhibit A Receipt Points shall be Mcf.

3.3 VE shall own, operate, and maintain the EGM Equipment and all related appurtenances and communications equipment installed and associated with the VE Facilities hereunder. The information generated by VE's measurement facilities shall constitute the official measurement data for gas quantities delivered through the Interconnection Facilities. VE shall preserve all records relating to the measurement data for gas quantities delivered through the Interconnection Facilities for a period of at least two (2) years, or such longer periods as shall be required by law, regulation, rule or order. During such period, Supplier, or its designated representative, shall have access to such records upon reasonable notice during regular business hours.

3.4 VE will operate its EGM Equipment at the Receipt Point for the purpose of obtaining official measurement data for gas quantities received through the Interconnection Facilities. Such operations will consist of volume calculation, Btu determination, billing, accounting, and allocation of measured volumes. The unit of measurement of heating value shall be Btu.

3.5 If any meter or other measurement equipment is out of service, or believed to be inaccurate, a meter test shall be arranged and conducted. If, upon any such test (whether conducted at Supplier's request or upon VE's own initiative) any such meter or measurement equipment shall be found to be inaccurate, VE shall adjust the same as soon as practicable to read correctly; and

3.5.1 If such inaccuracy is less than two percent (2%), then the previous readings shall be deemed correct;

3.5.2 If such inaccuracy is two percent (2%) or more, then the previous readings shall be corrected to zero (0) error for the period of time during which such meter or other measurement equipment is known or agreed to have been inaccurate. If the length of such period of inaccuracy is not known or agreed upon, such correction shall be made for a period equal to one-half (½) of the time which has elapsed since the date of the last calibration, provided, however, that such correction period shall not exceed thirty (30) days;

3.5.3 If such inaccuracy is two percent (2%) or more, under circumstances where the correction of previous readings of such equipment to "zero (0) error" is not feasible, then the volume of RNG delivered during the period shall be estimated (a) by using data recorded by any check-measuring equipment, if installed and registering accurately, or (b) if such check-measuring equipment is not installed or registering inaccurately, by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation, or (c) if neither such method is feasible, by estimating the quantity delivered based upon deliveries under similar conditions during a period when equipment was registering accurately.

ARTICLE 4. GAS QUALITY

Supplier understands and acknowledges that while VE will continuously monitor, test, or otherwise inspect Supplier's RNG prior to the delivery thereof into VE's facilities, this does not mean that every Constituent of Concern, as identified in Exhibit B – Table 1, will be continuously monitored and tested. Supplier further acknowledges that, irrespective of the contractual disposition of Supplier's gas supply may be commingled with, and become an inseparable part of, the gas supply used by VE to satisfy its obligations to its retail and transportation customers. Accordingly, Supplier expressly warrants and represents that (i) Supplier's gas shall, in all respects and at all times, consist solely of gas that meets RNG Quality Standards, and (ii) without limitation of the generality of the foregoing, Supplier's gas shall at all times, and in all respects, shall conform to the Tariff requirements applicable to gas delivered into VE's facilities for transportation service, and meet at least the following minimum quality specifications:

4.1.1 Supplier's RNG shall be entirely free of all hydrocarbon liquids and other material in liquid form, including, without limitation, water, glycol, brines, condensate and oil;

4.1.2 All RNG delivered by Supplier to VE hereunder into VE's facilities through any Receipt Point listed on the attached Exhibit A shall be dehydrated by Supplier for removal of water present therein in a vapor state to a level determined acceptable by VE, at its sole discretion, from time to time. In no event shall the acceptable level, as determined by VE, be required to be less than the maximum water vapor (H2O) per million cubic feet level specified in the Tariff;

4.1.3 Supplier's RNG shall be entirely free of NOx compounds;

4.1.4 Supplier's RNG must also comply with all additional requirements specified in Exhibit B, including but not limited to, having a composition that does not exceed the threshold level for any Constituent of Concern identified in Exhibit B.

4.2 In addition to any and all other remedies that it may have, VE shall have the right to reject as non-conforming any RNG Supplier tenders for delivery under this IA Agreement that fails to comply with the RNG Quality Standards.

4.3 To the extent accepting Supplier's RNG does not prevent gas delivered to customers from being merchantable and fit for use in its retail markets, VE shall have the option (but never the obligation), to relax RNG Quality Standards.

4.4 Except as identified in Paragraph 2.11 above, Supplier shall furnish, install, operate, maintain and keep in efficient and safe operating condition, at Supplier's sole cost and expense, such drips, separators, dehydrators ,alcohol bottles, gas cleaners, treatment facilities, automated shut-off valves and any other devices or equipment as may be or become reasonably necessary to effect compliance with the quality specifications set forth in this Article. Equipment to provide real-time gas quality analysis ("**Real-Time Analyzer**") will be provided by VE.

4.5 Supplier shall inform VE of changes in its RNG feedstock source, if any feedstock other than landfill gas will be processed, prior to such changes or as soon as practicable thereafter.

4.6 In addition to any other remedy which may be available to VE hereunder, or under any provision of law, in respect of Supplier's undertakings expressed in this Article, VE shall have and be entitled to exercise any one or more of the following rights, options and remedies, on a non-exclusive basis, in the event of any breach by Supplier of any one or more of said undertakings after written notice thereof and a reasonable opportunity to cure, to wit:

4.6.1 Upon notice to Supplier, treat or process Supplier's RNG, at Supplier's sole cost and expense, insofar as reasonably necessary in VE's judgment to cause the same to conform to the quality specifications set forth in this Article;

4.6.2 Continue to receive Supplier's RNG, with or without treatment or processing thereof;

4.6.3 Discontinue receiving Supplier's RNG at the affected Receipt Point(s) until the occasion(s) for the exercise of a remedy by VE has, in VE's reasonable judgment, been corrected;

4.6.4 Require Supplier to cease receiving into Supplier's facilities RNG feedstock attributable to the source which occasioned VE's exercise of a remedy; and

4.6.5 Clean-up and/or repair, at Supplier's sole cost and expense, all facilities, equipment and apparatus affected by the occasion for VE's exercise of a remedy. VE shall notify the Supplier and afford Supplier with a reasonable opportunity to cure, prior to taking such remedial action.

ARTICLE 5. DATA SHARING

5.1 VE shall provide Supplier access to certain measurement data, for the Interconnection described herein, subject to the following terms and conditions, which shall be applicable only to this Article.

5.2 Supplier, at its sole risk, cost and expense, may install or cause to be installed cables and such other equipment as VE, in its sole discretion, deems reasonable and necessary for Supplier to obtain access to VE's electronic measurement data ("**Supplier's Measurement Equipment**"). Supplier's Measurement Equipment shall be installed only at locations mutually agreed upon by VE and Supplier. VE will terminate all cabling in VE-owned equipment as necessary. Supplier's Measurement Equipment shall include supply isolation devices acceptable to VE, which provide surge protection between VE's and Supplier's Facilities.

5.3 Supplier shall have access to VE's gas flow computer for the purpose of acquiring signals and data. Supplier shall have access to such electronic measurement data only in a format established by VE that will not interfere with the operation of the Meter Station. VE's electronic measurement data is "raw" data without refinement or correction and may be subject to interruption due to maintenance, repair or other activities by VE, or due to events of force majeure. The term "force majeure" as employed herein shall have the meaning set forth in Article 8 of this IA Agreement. VE shall use reasonable efforts to provide accurate and continuous information to Supplier, however, VE does not warrant the accuracy or availability of the data. VE shall have no obligation to advise Supplier of any potential interruptions that may prevent Supplier from monitoring data at the Receipt Point, whether or not resulting from activities performed by VE. Supplier shall utilize this data solely for its operational purposes, including process control. VE shall maintain responsibility for the official measurement data for gas quantities delivered through the Interconnection Facilities.

ARTICLE 6. TERM

6.1 This IA Agreement shall have no force or effect unless and until it shall have been executed by each of the parties identified on the first page hereof and by each of the parties identified in the Addendum thereto, if any (the **"Effective Date**").

6.2 The term of this IA Agreement shall extend until the date that is twenty (20) years from the Commercial Operations Date of the RNG Facility, and, unless otherwise lawfully terminated, this IA Agreement shall continue in effect thereafter, until the same is terminated by any Party to this IA Agreement, by written notice to the other Party, no later than thirty (30) days prior to the beginning of a calendar month.

6.3 Notwithstanding any other provision of this IA Agreement, and in addition to any other right or remedy available to VE hereunder or under any provision of law, VE shall have the following rights, exercisable at VE's sole option, to wit:

6.3.1 Terminate this IA Agreement and remove all Interconnection Facilities at the Exhibit A Receipt Points, or suspend or cease receiving Supplier's RNG at any one or more of the Exhibit A Receipt Points, upon thirty (30) days' prior written notice to Supplier, in the event that Supplier should for any reason experience a loss or cancellation of the security required to be provided by Supplier pursuant to Article 10 hereof if not cured within such 30 day period; and

6.3.2 Terminate this IA Agreement as to the affected Receipt Point(s) and remove all Interconnection Facilities at the affected Receipt Point(s), or suspend or cease receiving Supplier's RNG at any affected Receipt Point(s), upon thirty (30) days' prior written notice to Supplier and expiration of cure period, in the event that Supplier should repeatedly and continuously violate, in VE's reasonable opinion, the standards contained in Article 4. The Parties agree that occasional non-compliant gas that is returned to compliance with Article 4 in the normal operation of the Facility, is not considered to be repeatedly and continuously a violation invoking VE's right to terminate.

6.3.3 Terminate this IA Agreement and cease all activities to design and construct the Interconnection Facilities if either Party exercises its rights to terminate the CPP Agreement prior to the In-Service Date of the Interconnection Facilities; provided, however, that in such event, Supplier shall compensate VE for all costs to design, engineer and construct (or prepare to construct) the Interconnection Facilities, unless the termination of this Agreement is due to VE default under the CPP Agreement.

6.4 Upon termination of this IA Agreement, Supplier shall be responsible for the proper disconnection, removal, and abandonment of the Supplier Facilities and Supplier's Measurement Equipment in accordance with all Governmental Authorizations and at Supplier's sole cost, risk, and expense. VE shall be responsible and have the right to disconnect and remove its VE Facilities and any other equipment owned by VE from the Supplier's Facilities, at its sole cost, upon termination of this IA Agreement.

ARTICLE 7. GOVERNMENTAL REGULATION

7.1 This IA Agreement and the respective obligations of the Parties hereunder shall be subject to all valid applicable federal, state and local laws, orders, rules and regulations, whether in effect on the date hereof, or becoming effective thereafter. The Parties shall be entitled to regard all laws, orders, rules and regulations issued by any federal, state or local regulatory or governmental body as valid and may act in accordance therewith until such time as same shall have been invalidated by final judgment (no longer subject to judicial review) of a court of competent jurisdiction. Neither Party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities. Nothing contained herein, however, shall be construed as affecting any Party's right(s) to contest the validity or applicability of any such law, order, rule or regulation.

7.2 During the Term, if there is a change in the federal, state or local laws, orders, rules or regulations applicable to the Parties' activities hereunder, and such change materially impacts a Party's obligations and duties regarding the Pipeline, Interconnection Facilities or related equipment, then the Parties shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this IA Agreement with a view toward effecting the purposes of this IA Agreement and restoring as close as possible the economic positions of the parties hereunder. If such revision is not possible, then the impacted Party may terminate this agreement by providing one hundred and eighty (180) day written notice.

ARTICLE 8. FORCE MAJEURE

8.1 Any delay or failure in the performance by a Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For the purposes of this IA Agreement, "**Force Majeure**" shall mean acts of God, fires, floods, explosions, riots, wars, hurricane, severe weather events, sabotage, terrorism, vandalism, material or equipment unavailability or delivery delays, restraint of government, governmental acts, changes in laws, regulations or orders, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this IA Agreement. The Parties shall use reasonable efforts to mitigate the effects of events of Force Majeure. The affected Party shall promptly give written notice to the other affected Party of the occurrence or impending occurrence of a Force Majeure, specifying the nature of the delay and the probable extent of the delay, if determinable. Force Majeure shall not excuse a Party's obligation to make payments due hereunder or to maintain minimum RNG quality specifications for quantities, if any, delivered during the Force Majeure.

8.2 The settlement of strikes, lockouts or any such labor disputes shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any Force Majeure event shall be remedied promptly and diligently shall not require the settlement of strikes, lockouts or other labor disputes by acceding to the demands of any opposing party when such course is inadvisable in the discretion of the Party having the difficulty.

8.3 Force Majeure shall not include failure or disruption of technical systems or products within the reasonable control of the Party claiming Force Majeure which arise as a result of any leap year.

ARTICLE 9. NOTICE

9.1 Every notice, request, statement, bill or invoice provided for in this IA Agreement shall be in writing, unless otherwise provided herein, and shall be sent by prepaid mail, email (with delivery confirmed by return message), or by overnight delivery, addressed to the party to whom given, at such party's address stated below, or at such other address as such party may in and by such notice direct hereafter. Email notices, requests, statements, bills or invoices shall be deemed given only when email receipt is confirmed.

9.1.1 Notice to VE shall be sent to the address provided for Notices in the VE Contacts Addendum.

9.1.2 Notice to Supplier shall be sent to the address provided for Notices in the RNG Supplier Contacts Addendum.

9.2 Supplier shall provide VE with a current telephone number, and Email address at which Supplier or Supplier's representatives may be contacted at all hours using the Supplier Contacts Addendum or other mutually agreeable form that minimally provides the same information contained therein. For themselves and their agents, VE and Supplier agree to the recording of all telephone conversations during which VE notifies Supplier to suspend or cease deliveries into any facility owned or operated by VE.

ARTICLE 10. SUPPLIER'S CREDITWORTHINESS

10.1 If grounds exist pursuant to Paragraph 10.2 below, as a demonstration of Supplier's creditworthiness and as security in respect of any remedy afforded VE under this IA Agreement or under any provision of law, Supplier agrees to provide VE with security in an amount specified (the "**Security Requirement Amount**"). The Security Requirement Amount shall be an amount as reasonably determined by VE consistent with industry standards, sufficient to secure Supplier's performance of its obligations hereunder, but not less than Ten Thousand Dollars ($10,000.00).

10.2 **Grounds for Insecurity:** The following shall be deemed as reasonable grounds for insecurity: (a) if Supplier files for bankruptcy, has an involuntary bankruptcy or receivership filed against it, or is otherwise unable to pay its debts when due, however evidenced; or (b) if Supplier has submitted payment on undisputed invoices late on two occasions in any twelve (12) rolling-month period.

10.3 **Types of Security**: Supplier may provide security in any of the following forms:

10.3.1 A security cash deposit equal to the Security Requirement Amount, to be held in a non-interest-bearing general account by VE; or

10.3.2 An irrevocable letter of credit issued by a financial institution acceptable to VE and in a form acceptable to VE with a face amount of the Security Requirement Amount.

10.4 VE reserves the right to require Supplier to provide information and documentation necessary to establish or demonstrate its creditworthiness, from time to time, during the term of this IA Agreement if Supplier defaults or breaches CPP Agreement or this IA Agreement or otherwise gives VE reasonable grounds regarding its solvency.

ARTICLE 11. TITLE TO GAS

11.1 Nothing in this IA Agreement shall affect the title to Supplier's RNG or the Environmental Attributes.

11.2 Supplier shall indemnify VE against, and hold it harmless from, and undertake the defense of VE with respect to, all suits, actions, claims, debts, accounts, damages, costs, losses and expenses (including attorneys' fees) arising from or out of adverse claims of any and all persons or entities to Supplier's RNG, or to royalties, overriding royalties or other payments with respect thereto, or to taxes, licenses, fees, or charges with respect to Supplier's RNG or the disposition thereof ("**Adverse Claim To Supplier's RNG**"). Except insofar as Supplier is in breach of its obligations or has an obligation to indemnify and save VE harmless pursuant to this section 11.2, VE agrees to indemnify and save Supplier harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the RNG after receipt by VE of Supplier's RNG according to VE's Tariff.

11.3 In the event of any Adverse Claim To Supplier's RNG, VE may, in its reasonable discretion, suspend receipts of Supplier's RNG at the Receipt Point(s) where the affected RNG is delivered into VE's facilities (without incurring any liability to Supplier or any other entity interested in Supplier's RNG) until such claim is finally determined and the prevailing party(ies) agree(s) to be bound by this IA Agreement, or until Supplier furnishes VE a bond, in form and amount and with sureties acceptable to VE, conditioned to hold VE harmless from any such Adverse Claim To Supplier's RNG, or until Supplier demonstrates, to VE's satisfaction, that such RNG subject to an adverse claim does not constitute any portion of Supplier's RNG.

11.4 Supplier agrees to provide VE, upon request, evidence reasonably satisfactory to VE of Supplier's right to handle and deliver into VE's facilities, one hundred percent (100%) of the gas comprising Supplier's RNG.

ARTICLE 12. REMEDIES

12.1 In addition to any other remedy available to the Parties under this IA Agreement or any provision of law, a Party (the "**Indemnifying Party**") shall indemnify the other Party (the "**Indemnified Party**") against, hold it harmless from, and undertake the defense of the Indemnified Party with respect to all suits, actions, claims, losses, damages (including punitive damages and economic losses), injuries (including personal injury and death), debts, accounts, costs and expenses (including attorneys' fees and other expenses incurred by the Indemnified Party in responding to, and in partial or full satisfaction of, any such suits, actions, claims, losses, damages and injuries) related to and/or arising from or out of any breach by the Indemnifying Party of any provision of this IA Agreement.

12.2 Under no circumstances shall a Party be liable to the other Party or any third party for any direct, special, indirect, incidental, punitive or consequential losses or damages of any kind whatsoever (including, but not limited to, lost business, lost profits, lost revenues, or lost data) however arising, whether claims for said losses or damages are premised on agreement, tort (including negligence), strict liability or otherwise, irrespective of the number or nature of the claims.

12.3 The Indemnifying Party's liability under Section 12.1 shall be reduced proportionally to the extent that any act or omission of Indemnified Party, or its employees or agents, contributed to such liability.

12.4 Notice and Opportunity to Defend. A Party's indemnification obligations under Section 12.1 will be subject to being provided by the Party seeking indemnification with prompt written notice of the event giving rise to an indemnity obligation, providing reasonable cooperation and assistance in the defense or settlement of any claim, and granting the Indemnifying Party control over the defense and settlement of the same. Providing notice of the event giving rise to an indemnity obligation is an express condition precedent to the duty to provide a defense and indemnity. Notice must be made in strict accordance with the provisions of this Agreement, and time is of the essence. The Indemnifying Party will have the right to consent to any settlement or judgment that is binding upon it.

ARTICLE 13. MISCELLANEOUS

13.1 This document shall ***not*** be construed as an agreement running with the land.

13.2 Indemnifying Party shall release, protect, defend, indemnify and save harmless Indemnified Party, its affiliates and related companies and their directors, officers and employees, from and against each and every suit, demand or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including court costs and reasonable attorneys' fees) for or based upon personal injury, disease or death, or on account of property damage, resulting from, in connection with, or in any way arising out of, relating to, or incident to its activities under this IA Agreement, except to the extent such damage, injury, or loss is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. For purposes of enforcing this paragraph, the Indemnifying Party waives as a complying employer its immunity provided under the Pennsylvania Worker's Compensation Laws and/or related laws rules and regulations.

13.3 The Parties shall comply with the insurance requirements set forth in Exhibit C to this IA Agreement.

13.4 Safety and Health. Each Party shall ensure that any time its employees, agents, contractors, or subcontractors are accessing the other Party's facilities, such employees, agents, contractors or subcontractors are abiding by reasonable safety, operational and drug policies, practices and procedures, consistent with those customary in the natural gas industry, establishing minimum rules and standards to be followed while working on or near the Interconnection Facilities. VE's policies, practices and procedures are included in its Safety and Health Handbook, as amended from time-to-time, a copy of which shall be made available to the Supplier upon request.

13.5 If any Environmentally Deleterious Substance (as defined below) is released or discovered on, at, through or adjacent to VE's Facilities, Supplier shall immediately notify VE of the discovery and existence of said Environmentally Deleterious Substance. To the extent any Environmentally Deleterious Substance is released from, or discovered on, the RNG Facility, the full responsibility for the handling, investigation, remediation, treatment, storage or disposal of any such Environmentally Deleterious Substance, including the management and handling of such materials in compliance with all federal, state, or local laws, rules, regulations pertaining to the protection of the environment ("Environmental Laws"), shall remain with Supplier and Supplier shall indemnify VE for any loss, injury, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency pursuant to any Environmental Law relating to the existence of such Environmentally Deleterious Substance on, at, or adjacent to said claim unless caused by the gross negligence or willful misconduct of VE, its contractors, agents or employees. This section shall survive the termination of this IA Agreement. For purposes of this Article, "Environmentally Deleterious Substance" means, individually or collectively, (i) a "hazardous substance" as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), (ii) petroleum or petroleum products, (iii) "asbestos-containing material" as that term is defined in 40 CFR Part 61 Subpart M, (iv) polychlorinated biphenyls (PCBs), (v) "solid waste" as that term is defined in the Federal Resource Conservation Recovery Act (RCRA) or (vi) other toxic, hazardous, or deleterious substances leaked, spilled, deposited, conveyed through the Interconnection Facilities or otherwise released by Supplier on, at, adjacent to or through VE's property.

13.6 No change, modification or alteration of this IA Agreement shall be or become effective until executed in writing by the Parties hereto, and no course of dealing between the Parties shall be construed to alter the terms hereof, except as expressly stated herein.

13.7 Waiver. No waiver by any Party of any one or more defaults by the other in the performance of any provision of this IA Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character.

13.8 Supplier shall provide VE with update(s), if any, to the identity of the entity and person who shall conduct Gas Scheduling for Supplier's RNG at each of the Exhibit A Receipt Points. In the absence of Supplier's timely notification to this effect, VE may (but shall not be obligated to) deem the authority of the entity and person identified in Supplier's last previous timely notification to continue until its receipt of the Supplier's next timely notification under this paragraph.

13.9 Severability. If any provision of this IA Agreement is determined to be unenforceable, void, or otherwise contrary to law, such condition shall in no manner operate to render any other provision of this IA Agreement unenforceable, void, or contrary to law, and this IA Agreement shall continue in force in accordance with the remaining terms and provisions hereof, unless such condition invalidates the purpose or intent of this IA Agreement. In the event that any of the provisions, or portions or applications thereof, of this IA Agreement are held unenforceable or invalid by any court of competent jurisdiction, VE and Supplier shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this IA Agreement with a view toward effecting the purposes of this IA Agreement by replacing the provision that is unenforceable, void, or contrary to law with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be unenforceable, void, or contrary to law.

13.10 No Partnership**.** Notwithstanding any provision of this IA Agreement, VE and Supplier do not intend to create hereby any lease, joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit. Neither party shall have any right, power or authority pursuant to this IA Agreement to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

13.11 Assignment. This IA Agreement may not be assigned, in whole or in part, by either Supplier or VE without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed; *provided, however,* Supplier may assign this IA Agreement and its interest in the Project without consent to, (a) an affiliate of Supplier or to any purchaser of all or a substantial portion of its properties of equivalent creditworthiness without such consent, or (b) any financing party, provided that notice shall be given to VE prior to the assignment and any obligations related to or originating as a result of any continuing breach or default under this IA Agreement by Supplier that commenced prior to such assignment shall be cured prior to any such assignment. This IA Agreement shall not be deemed to have been assigned, and shall continue in full force and effect, notwithstanding the occurrence of any of the following events: (y) any change of the name of either Party, the ownership of either Party, or the certificate of formation, limited liability company agreement, or certificate of incorporation of any Party; or (z) any issuance or transfer of ownership interests in either Party.

13.12 Headings. The headings contained in this IA Agreement are intended solely for convenience and do not constitute any part of the agreement between the Parties and shall not be used in any manner in construing this IA Agreement.

13.13 No Duty to Third Parties This IA Agreement is for the sole benefit of the Parties hereto, and nothing in this IA Agreement nor any action taken hereunder shall be construed to create any duty, liability, or standard of care to any Person not a party to this IA Agreement.

13.14 Counterparts and Electronic Signatures. This IA Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this IA Agreement by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this IA Agreement as to the parties hereto. Such electronic, scanned or facsimile signatures may be used by the parties in lieu of the original signature page(s) of this IA Agreement for any and all purposes.

13.15 Governing Law. This IA Agreement is executed in accordance with and is intended to be construed under the laws of the Commonwealth of Pennsylvania, excluding any law related to conflict or choice of law that would result in the application of any law to this IA Agreement other than the laws of the Commonwealth of Pennsylvania. All disputes not resolved by agreement of the Parties shall be resolved in a state court of competent jurisdiction located in the Commonwealth of Pennsylvania, Bradford County, and the Parties consent to the personal jurisdiction of such courts. Each of the Parties hereby irrevocably and unconditionally waives, to the fullest extent it may effectively do so, any defense of any inconvenient forum or improper venue to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of place of residence or domicile.

13.16 So that there will be certainty as to the actual agreement between the parties, it is mutually understood and agreed that this Interconnection Agreement, the Exhibit A, the Exhibit B, the Exhibit C, the Exhibit D and the Exhibit E attached hereto, as the same may be impacted by any applicable provision of VE's Tariff, are intended to constitute the final expression, as well as the complete, exclusive and integrated statement, of the terms of the parties' agreement relative to the interconnection and other transactions described therein. If there is any inconsistency between this IA Agreement and the Tariff, either as presently in effect or as amended, then the provisions of the Tariff shall apply.

13.17 No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this IA Agreement.

______________________	VALLEY ENERGY, INC.
By___________________________	By:______________________________
Name:_______________________	Name: ___________________________
Title:________________________	Title:____________________________

Date:_________________________ Date: ____________________________

Attachments

Valley Contacts Addendum

RNG Supplier Contacts Addendum

Exhibit A - Receipt Points

Exhibit B – Valley Energy RNG Gas Quality Standards

Exhibit C – Insurance Requirements

Exhibit D – Interconnection Facilities Ownership and Maintenance Responsibility Schedule

Exhibit E – Routine Services in Operating Fee

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT VE CONTACTS ADDENDUM

CONTACT INFORMATION: 24-Hour Telephone: (800) 998-4427 EMERGENCIES ONLY VALLEY ENERGY, INC.

Legal/Contract Notices/Contracting	**Legal Department**
Field Operations/Meter Sets	**Gas Measurement Department**
Gas Scheduling	**Transportation Service Department**

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT RNG
SUPPLIER CONTACTS ADDENDUM

CONTACT INFORMATION: RNG Supplier:______________________________________

Legal/Contract Notices	Name: ____________________ Address:____________________ Title: ____________________ City/State/Zip: ____________________ Phone(1): ____________________ Phone(2):____________________ Facsimile:____________________ Email: ____________________
Emergency (24-Hour)	Name: ____________________ Address: ____________________ Title: ____________________ City/State/Zip: ____________________ Phone(1): ____________________ Phone(2):____________________ Facsimile:____________________ Email: ____________________
Field/Gas Testing/Operations	Name: ____________________ Address: ____________________ Title: ____________________ City/State/Zip: ____________________ Phone(1): ____________________ Phone(2):____________________ Facsimile:____________________ Email: ____________________
Accounting/Invoices	Name: ____________________ Address: ____________________ Title: ____________________ City/State/Zip: ____________________ Phone(1): ____________________ Phone(2):____________________ Facsimile:____________________ Email: ____________________

Other: ________________________	Name:________________________ Address:________________________ Title:________________________ City/State/Zip:________________________ Phone(1):________________________ Phone(2):________________________ Facsimile:________________________ Email: ________________________

Updated Addendums should be sent to VE by facsimile: (570) 888-6199 or mailed.

EXHIBIT A

Receipt Point(s)

To be prepared by Valley Energy, Inc. and added following execution of Interconnection Agreement.

EXHIBIT B

Renewable Natural Gas Quality Standards

Gas that is produced from the anaerobic decomposition of organic material may be delivered into Valley Energy's (**"VE's"**) system provided that it is effectively processed and upgraded into merchantable Renewable Natural Gas (**"RNG"**). Raw biogas is known to contain constituents such that it would not be considered merchantable and therefore would not be accepted into VE's system. In addition to meeting the generally applicable gas quality standards specified in VE's tariff, parties (**"RNG Suppliers"**) wishing to produce RNG for delivery into VE's system are required to meet supplemental Renewable Natural Gas Quality Specifications for Constituents of Concern (**"COC"**) – Table I.

While the threshold levels provided in Table I are intended to be applicable to all COC, testing of individual COC will vary by source of RNG. VE may, however, change which COC are tested based upon its experience or that of others in the gas industry as applicable to RNG. Further, VE may change the frequency or equipment used for testing based upon its experience or that of others in the gas industry as applicable to RNG. Finally, if a mixed feedstock is utilized by the Supplier, VE may test for all COC's.

Additionally, if VE determines that it will accept an Applicant's RNG into its system, the Applicant shall pay for any initial and ongoing testing and/or monitoring of the RNG, as well as any baseline and/or ongoing monitoring of VE's system that VE, in its sole discretion, deems necessary, appropriate or convenient.

To ensure that raw biogas is effectively processed and upgraded into merchantable RNG, the following additional testing protocols will be administered:

1. Startup Testing Procedures

a. For those Gas Quality Specifications (Table I) which are continuously monitored by quality analysis equipment operated by VE, results from such equipment shall be used to determine gas quality.

b. For those Gas Quality Specifications (Table I) which are not continuously monitored by quality analysis equipment operated by VE, testing shall be performed by the RNG Supplier using VE approved independent certified third-party laboratories qualified to perform testing. VE shall be notified of the RNG sampling and tests and have the option to observe the samples being taken. Test results will be shared with VE within five calendar days of the test results being received by the Supplier.

c. Prior to the delivery of RNG to VE, the RNG Supplier shall conduct two tests over a two-to-four-week period for the constituents identified in Table I.

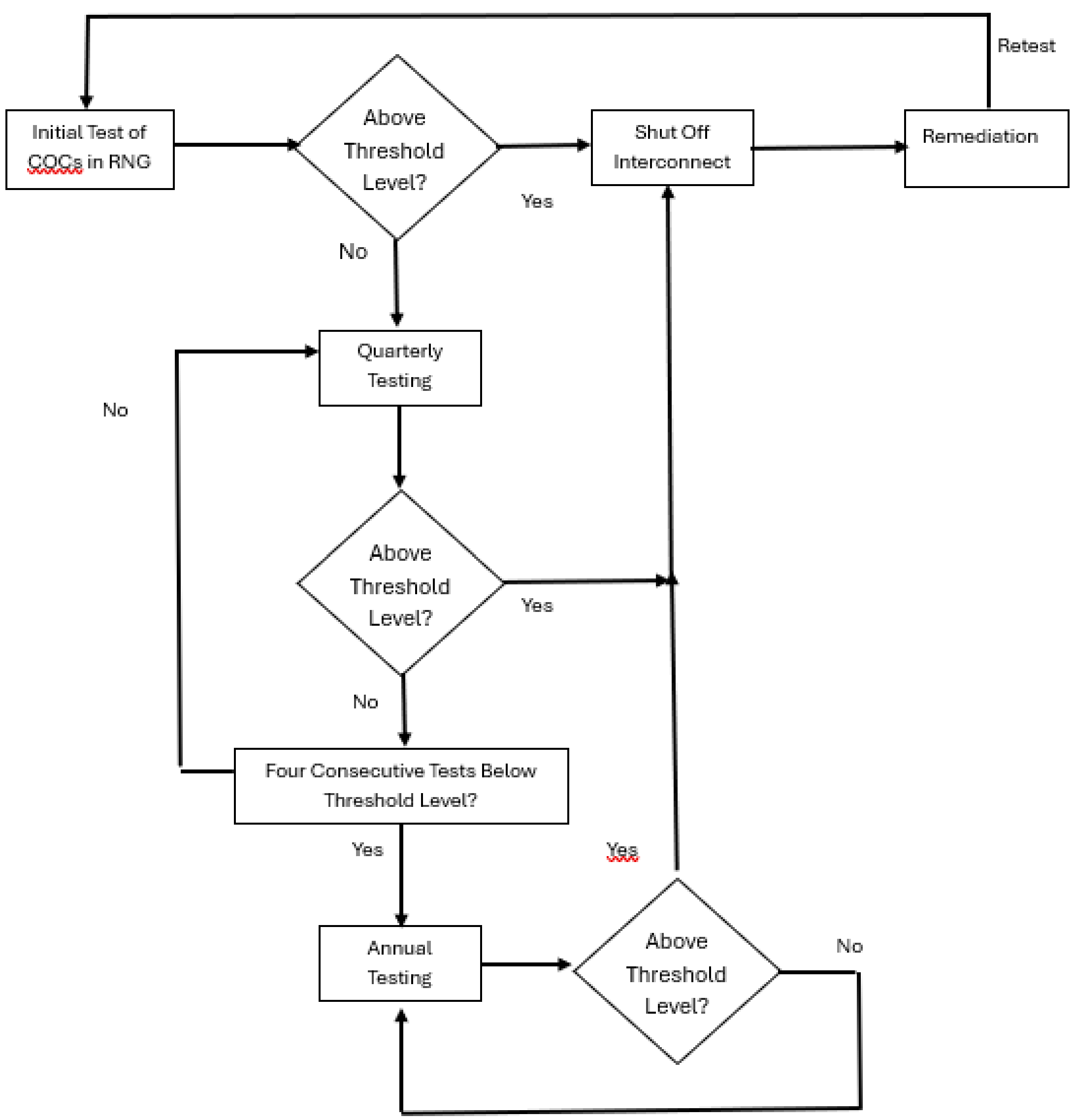
2. Periodic Testing

a. COC testing shall be conducted quarterly upon deliveries of approved RNG (at least once during every three-month period in which deliveries occur) or any time the RNG Operator changes feedstock.

b. If four consecutive quarterly test results for all COC remain below threshold levels, subsequent periodic testing frequency may be reduced to once during every 12-month period in which deliveries occur.

c. If testing demonstrates that any COC levels exceed threshold levels, then VE shall cease RNG deliveries by shutting off the RNG interconnect, pursuant to Article 4 of the Renewable Natural Gas Interconnect Agreement (**"RNG-IA"**) and the RNG Interconnect Shut-Off and Restart Procedures section below.

d. The figure below demonstrates the testing protocols.



3. Shut-Off and Restart Procedures

a. The RNG interconnect may be shut off when one or both of the following occur:

i. The RNG Supplier or VE determines that a change in the biogas source at the facility or a change in the RNG Supplier's process or treatment equipment will potentially increase the level of any COC over the previously measured baseline levels.

ii. COC sample results indicate that one or more COCs exceed their allowable concentration threshold levels.

b. If the RNG interconnect has been shut off, deliveries of RNG may be recommenced and continued only after the following occur:

i. If the Supplier's Plant has been offline for twenty-four (24) hours or more due to a complete stoppage in the production of biogas from the Supplier's digesters (**"Complete Stoppage"**), the initial startup testing protocol shall be followed.

ii. If the Supplier's Plant has been offline for less than twenty-four (24) hours or are offline for a reason other than a Complete Stoppage, testing shall occur as follows:

a) if the reason for the foregoing is due to a value above the Gas Quality Specifications (Table I) threshold or out of the specified range, the values for such specific attribute(s) shall be tested and shown to be within specification for such minimum gas quality standards;

b) if the reason for the foregoing is other than a gas quality issue, then for avoidance of doubt no testing is required.

Table I

VALLEY ENERGY GAS QUALITY SPECIFICATIONS[1]

CONSTITUENT	UNITS	LOW	HIGH
HIGH HEAT VALUE (HHV)[2]	BTU/SCF	1000	1110
WOBBE INDEX	BTU/SCF	1270	1400
SPECIFC GRAVITY		0.560	0.590
TEMPERATURE	°F		< 73
WATER CONTENT	LBS/MMCF		< 7.0
CARBON DIOXIDE	VOL%		2.0
OXYGEN	VOL%		0.4
NITROGEN	VOL%		2.0
TOTAL INERTS (CO2+O2+N2)	VOL%		4.0
HYDROCARBON DEW POINT (CHDP)	°F		15
LIQUIDS AND HYDROCARBONS	NA		NONE
HYDROGEN SULFIDE	GRAINS/100 SCF		0.25
TOTAL SULFUR	GRAINS/100 SCF		1.0
TOTAL MERCAPTANS	PPM		8.0
ALDEHYDES/KETONES		Aldehydes/Ketones must be at a level that does not unreasonably interfere with odorization of Company's gas	
AMMONIA	GRAINS/100 SCF		5
HYDROGEN	VOL%		0.1
P-DICHLOROBENZENE	PPM		24
ETHYLBENZENE	PPM		150
VINYL CHLORIDE	PPM		8.3
TOLUENE	PPM		240
N-NITROSO-DIN-PROPYLAMINE	PPM		0.15
METHACROLEIN	PPM		18
TOTAL SILOXANES	MG SI/M^3		0.5
MERCURY	PPB	Comm Free (< 1.0)	
ARSENIC	PPM		0.15
ANTIMONY	MG/M3		9.0
COPPER	MG/M3		0.9
LEAD	MG/M3		1.125
PCBs/PESTICIDES	PPB	Comm Free (< 1.0)	

1. For purposes of this Tariff, “Commercially Free” is defined as “Not Detectable” relative to typical pipeline gas flowing at the interconnect location that results in RNG, or “Renewable Natural Gas”, being compositionally equivalent to flowing supplies. The analytical method, associated detection threshold, and testing facility shall be determined by the Company. Periodic testing will be required where potential Constituents of Concern are reasonably expected.

2. Higher Heating Value is dry, @ 14.73 psia 60◦ F

EXHIBIT C

Insurance Requirements

During the term of this IA Agreement, each Party shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of New York and having a *Best's* Rating of A or better:

a. Workers' Compensation – Statutory Limits

b. Commercial General Liability – $1,000,000 per occurrence and $2,000,000 in the aggregate

c. Automobile Liability – $1,000,000 per person and $1,000,000 per accident

d. Excess Liability - $3,000,000 per occurrence/aggregate

Each insurance policy required by this section shall contain a waiver of the right of subrogation, as well as the right of set off and any right of deduction, by the respective underwriter(s) of such policy, and shall be endorsed to provide for severability of interest, cross liability or cross suit protection, so that each insured is treated separately under the policy. The waiver of the right of subrogation, setoff and deduction shall also extend to parent companies, subsidiaries and affiliates of the other Party and the officers, directors, agents, and employees of such entities. These provisions must survive expiration, termination or cancellation of this IA Agreement.

Current certificates of insurance for all policies and concurrent policies required to be maintained by the Party shall be furnished to the other Party. All such insurance policies, shall name the other Party, its officers, agents, employees as additional insureds, but only to the extent of the extent of the policy limits stated herein. Certificates of insurance shall state that the insurance carrier has issued the policies providing for the insurance specified herein, that such policies are in force, that the other Party is an additional insured under the policies for ongoing/current and completed operations, that all policies contain contractual liability coverage, and a Party will give thirty (30) days prior written notice to the other Party of any material change in, non-renewal, or cancellation of, such policies. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions shall be explained in full in such certificates. For such time as insurance is required under this IA Agreement, the Parties' shall provide annual current certificates of insurance 15 days prior to the anniversary date of each policy evidenced. A Party may request that the other Party provide current copies of all insurance policies and related endorsements required under this section.

FAILURE TO MAINTAIN THE INSURANCE COVERAGE PROVIDED HEREIN THROUGHOUT THE TERM OF THIS IA AGREEMENT SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

EXHIBIT D

INTERCONNECTION FACILITIES OWNERSHIP AND MAINTENANCE RESPONSIBILITY SCHEDULE

INTERCONNECTION FACILITIES OWNERSHIP AND MAINTENANCE RESPONSIBILITY SCHEDULE
(Downstream of Receipt Point or DemarcationPoint[1])

Equipment	Install By	Own By	Maintain By	Paid By
Meter	VE	VE	VE	Supplier
Meter Run and Valves	VE	VE	VE	Supplier
Flow Control Valve	VE	VE	VE	Supplier
Filter	VE	VE	VE	Supplier
Odorizing Equipment	VE	VE	VE	Supplier
Over-Pressure Protection Devices	VE	VE	VE	Supplier
Gas Quality Equipment	VE	VE	VE	Supplier
Real-Time Analyzer	VE	VE	VE	Supplier
Remote Terminal Unit	VE	VE	VE	Supplier
IT/Communication Facilities	VE	VE	VE	Supplier
Utility Power (120/240 VAC)	Supplier	Supplier	Supplier	Supplier
Telephone and/or Ethernet Service	Supplier	Supplier	Supplier	Supplier
Climate Controlled Building	VE	VE	VE	Supplier
Cameras and Door Entry System	VE	VE	VE	Supplier
Third-Party Laboratory Testing	NA	NA	NA	Supplier

[1] All Facilities upstream of Receipt Point or Demarcation Point to be installed, owned, maintained and paid for by ___________________________________

EXHIBIT E
ROUTINE SERVICES IN OPERATING FEE

TASK DESCRIPTION

Line Locating
Leak Surveying
Emergency Response
Valve Inspection
Atmospheric Survey
Regulator Station – inspections and maintenance
Pressure Recorder - calibration
RTU – calibration
Pressure Transducers - calibration
Chart/RTU - maintenance
Odorization – inspection and sampling
Interconnect - building inspection and maintenance
Meter – calibration
Chromatograph – inspection