

LANDFILL GAS REVENUE SHARING AGREEMENT

This Landfill Gas Revenue Sharing Agreement (this "Agreement") is entered into on July 1st, 2018 (the "Effective Date"), by and between Oklahoma City Landfill, L.L.C. doing business as Southeast (OKC) Landfill ("Southeast Landfill"), and the Norman Municipal Authority, a public trust having as its beneficiary the City of Norman, Oklahoma ("City").

RECITALS

- A. Southeast Landfill operates as a permitted Subtitle D sanitary landfill at 7001 South Bryant, Oklahoma City, OK (the "Landfill").
- B. Southeast Landfill and City to entered into that certain Solid Waste Disposal Agreement, dated as of the date of this Agreement (the "Disposal Agreement") pursuant to which City agreed to deliver and Southeast Landfill agreed to dispose of Acceptable Waste at the Landfill.
- C. Landfill Gas (defined below), consisting primarily of methane and carbon dioxide, is produced from decomposing refuse within the Landfill
- D. In connection with the Disposal Agreement, Southeast Landfill and City desire to enter into this Agreement to set forth certain revenue sharing agreements with respect to the sale of Landfill Gas generated at the Landfill.

AGREEMENT

Now therefore, for good and valuable consideration, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned such terms in the Disposal Agreement.
2. Term. The term of this Agreement shall be coterminous with the term of the Disposal Agreement and shall automatically expire and renew in accordance with the term of the Disposal Agreement (the "Term").
3. Shared Revenues from the Sale of Landfill Gas. The parties agree that during the Term, Southeast Landfill shall share revenues generated from the sale of collected gas from the Landfill, consisting primarily of methane, carbon dioxide, oxygen and nitrogen ("Landfill Gas") with the City as follows: an amount equal to 25% of the revenue actually received by Southeast Landfill from the sale of Landfill Gas during a Contract Year (defined below) multiplied by a fraction, the numerator of which shall be the total tons of Acceptable Waste that City delivers to the Landfill during the Contract Year and the denominator of which shall be the total tons of Acceptable Waste delivered to the Landfill from all disposing parties, including City, during the Contract Year. Notwithstanding the foregoing, the parties agree that Southeast Landfill shall have no obligation to share the Landfill Gas revenues with the City if the City diverts more than 5000 tons to any other facility during the entire length of this Agreement. The City is required to deliver any tonnage tickets that did not go to the SE Landfill to Republic Services. The term "Contract Year" shall mean the period starting on the Effective Date and ending twelve months thereafter and each subsequent twelve-month period. If Southeast Landfill receives at least \$500,000.00 per Contract Year from the sale of Landfill Gas, the parties agree that Southeast Landfill shall pay City the greater of \$20,000 or the amount calculated pursuant to the formula set forth in this Section 3 for such Contract Year. Southeast Landfill shall pay City the amounts due pursuant to this Section 3 of this Agreement within 30 days of the end of the applicable Contract Year.

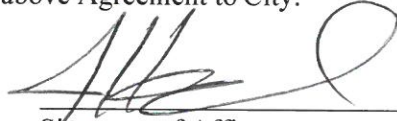
4. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile and .pdf, each of which constitutes an original and all of which, collectively, constitute one and the same instrument. The signatures of the parties need not appear on the same counterpart.

5. Miscellaneous. The provisions hereof are binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement constitutes the entire understanding between the parties in respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

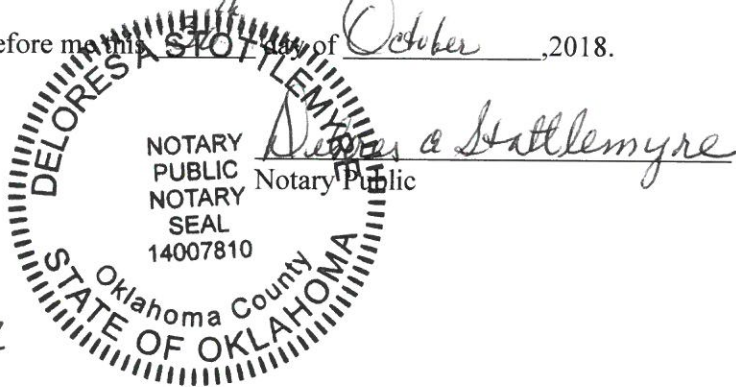
STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

Jay Hochenedel, its General Manager, of lawful age, being first duly sworn, in oath says that he is an agent or representative authorized by Southeast Landfill to sign this Agreement and bind Southeast Landfill to and to submit the above Agreement to City.



Signature of Affiant

Subscribed and sworn to before me this 10th day of October, 2018.



My Commission Expires:
August 27, 2022

Approved as to form and legality this _____ day of _____, 2018.

City Attorney

Approved by Norman Municipal Authority this _____ day of _____, 2018.

ATTEST:

Secretary

Chairman