

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of September, 2016, by and between the City of Lawrence, Kansas, a municipal corporation, and Renewable Power Producers, LLC, a North Carolina limited liability company.

RECITALS

- A.** The City of Lawrence, Kansas ("City"), a municipal corporation, is the holder of that Right of Way on which North 1950 Road ("the City's Right of Way") is located in Lawrence, Douglas County, Kansas (a map showing the location of the relevant portion of the City's Right of Way is affixed hereto as Exhibit A and is incorporated herein by reference).
- B.** The City also owns that real property which parallels North 1950 Road, commonly known as the Levee ("Levee") (a map showing the relevant portion of the Levee is included in Exhibit A).
- C.** Renewable Power Producers, LLC ("RPP"), a North Carolina limited liability company, is in the business of developing, constructing, operating, and maintaining facilities designed to transport, for the purposes of putting it to beneficial use, landfill gas.
- D.** RPP, consistent with that purpose, desires to license from the City a portion of the City's Right of Way and the Levee ("Licensed Area") in order to install, construct, operate, and maintain facilities for the sole and limited purpose of transporting landfill gas under the Licensed Area to a third-party purchaser. (Maps showing the Licensed Area are shown in Exhibit A).
- E.** The City desires to grant to RPP a license to construct, install, operate, and maintain facilities along, across, upon, under, or in the Licensed Area, contingent, *inter alia*, upon the execution of this License Agreement and compliance with its terms.

TERMS

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. Adoption of Recitals. The above recitals are incorporated herein by reference as if set forth in full.

SECTION 2. Definitions. For the purposes of this License Agreement, the following words and phrases shall have the meanings given herein:

- (a) "City" shall mean the City of Lawrence, Kansas. References to the City shall also include, as appropriate, any and all successors and assigns.
- (b) "Facilities" shall mean any and all electrical lines, conduits, wires, cables, pipes, vaults, and appliances, and all appurtenances and improvements thereto, whether above or below ground.
- (c) "Public Project" shall mean any project planned or undertaken by the City or any other governmental entity for the construction, reconstruction, maintenance, or repair of public facilities or public improvements, or for any public purpose.
- (d) "RPP" shall mean Renewable Power Producers, LLC. References to the RPP shall also include, as appropriate, any and all successors and assigns.

SECTION 3. Grant of Limited License.

- (a) For and in recognition of the mutual consideration set forth in this License Agreement, the satisfaction of which is hereby acknowledged by both parties, RPP is hereby granted a limited nonexclusive license to construct, place, replace, repair, maintain, extend, and operate its Facilities along, across, upon, under, or in under the Licensed Area for the purpose of transporting landfill gas to a third-party purchaser. The license granted herein also includes the reasonable right of RPP or its agents to access the Licensed Area.
- (b) The grant of this License shall not convey title, equitable or legal, to RPP in the Licensed Area. The License Agreement does not:
 - (i) Grant RPP the right to use Facilities or any property other than the Licensed Area and Construction Area, without the valid written consent of the City or a third party.
 - (ii) Grant RPP the authority to construct, to operate, or to maintain any Facilities and any related appurtenances and improvements thereto on any property owned by the City outside the Licensed Area.
- (c) Nothing in this License Agreement shall be construed as giving RPP any exclusive rights or privileges.

SECTION 4. Grant of Temporary License.

- (a) The City also grants to RPP and its agents the temporary, nonexclusive license to use, in common with others, the strip of land adjacent to the Licensed Area on the Levee approximately forty-feet (40') wide ("Construction Area") for the purposes of installing and constructing its Facilities. The Construction Area shall be used for the sole and limited purpose of installing and constructing RPP's Facilities in the Licensed Area on the Levee.
- (b) Prior to commencement of construction, RPP or its agent shall reasonably work with the City and Airport personnel to locate all existing lighting cables located in and near the Licensed Area in order to avoid damage to those cables.
- (c) RPP or its agent shall, prior to commencing any construction of RPP's Facilities in the Licensed Area and Construction Area, post a payment bond assuring that the installation and construction of RPP's Facilities in the Licensed Area shall occur without the attachment of any construction liens.

SECTION 5. Limitations and Restrictions. RPP acknowledges and agrees that its use of the Licensed shall be subordinate to the City's use of the Licensed Area to the extent reasonably necessary for the safe operation of the Airport and/or to fulfill the City's obligation to operate and maintain the City's Right of Way and the Levee in a manner that assures the health, safety, and welfare of the general public. The City hereby acknowledges and agrees that RPP or its agents shall have reasonable access to and use of the Licensed Area and that it will not unreasonably interfere with RPP's or its agents' access to and use of the Licensed Area.

SECTION 6. Use of the Licensed Area. In using the Licensed Area under this License Agreement, RPP shall be subject to all ordinances, resolutions, rules, regulations, and policies now or hereafter adopted or promulgated by the City in the reasonable exercise of its police powers and shall be subject to all applicable laws, statutes, ordinances, regulations, orders, and rules adopted or promulgated by any governmental jurisdiction now or hereafter having jurisdiction. As a condition of this License Agreement, RPP shall obtain and shall be responsible for obtaining and maintaining any necessary permits, licenses, certifications, grants, registrations, or other authorizations required by any appropriate governmental entity for RPP's installation, construction, operation, and maintenance of its Facilities. In addition, RPP shall also comply with the following:

- (a) As noted above, RPP's use of the Licensed Area shall in all matters be subject and subordinate to the City's use of the Licensed Area for any public purpose or for any purpose relating to the health, safety, and welfare of the City.
- (b) RPP shall maintain its Facilities at RPP's sole cost and expense.

- (c) RPP shall operate and maintain its Facilities in compliance with all applicable laws and ordinances, including all land use requirements of the State of Kansas, Douglas County, Kansas, and the City
- (d) RPP and its agents shall, in the use of the Licensed Area, adhere to all FAA regulations and guidelines.
- (e) All earth, materials, pavements, or improvements of any kind that are injured, damaged, or removed by RPP, while engaging in any activity under this License Agreement, shall be fully repaired or replaced within a reasonable time by RPP at its sole cost and expense and to the reasonable satisfaction of the City.
- (f) As reasonably necessary, RPP shall relocate or adjust any of its Facilities located in the Licensed Area for a Public Project upon forty-five (45) days written notice from the City or as may be required by the FAA. Such relocation or adjustment shall be performed by RPP at its sole cost and expense, without any cost or expense to the City or its authorized agents and contractors and shall be subject specifically to the rules and regulations of the City.
- (g) It shall be the sole responsibility of RPP to take adequate measures to protect and defend its Facilities in the Licensed Area from harm and damage. If RPP fails to accurately or timely locate its Facilities when requested, then RPP has no claim for costs or damages against the City or its authorized agents and contractors or any other party authorized to be in the Licensed Area, except to the extent that such harm or damage is caused by such party's intentional conduct. The City and its authorized agents and contractors agree to take reasonable precautionary measures, including but not limited to calling for utility locations and observing marker posts, when working near RPP's Facilities.
- (h) Except in cases of emergency, RPP shall notify the City not less than fourteen (14) days in advance of any construction, reconstruction, repair, location, or relocation of Facilities in the Licensed Area.
- (i) RPP shall keep and maintain accurate records and as-built drawings depicting the accurate location of all Facilities constructed, reconstructed, located, or relocated in the Licensed Area after the date hereof and shall provide that information to the City upon its request. Where such information is available electronically, upon request of the City, RPP agrees to provide such information in an electronic format. Such location and identification shall be at the sole cost and expense of RPP, without any such cost or expense to the City or its authorized agents and contractors.

The City agrees to use any information obtained under this subsection only to locate Facilities in connection with Public Projects and further agrees not to disclose such information to anyone other than City employees requiring such information to locate Facilities in connection with Public Projects, except as may otherwise be required by law. The City and RPP agree that such information is confidential and proprietary. The City and RPP also agree that such information shall remain the sole property of RPP. The City and RPP further agree that such information shall not constitute an open public record as that term is defined by the Kansas Open Records Act of 1984, codified as amended at K.S.A. 45-215 *et seq.* In the event that the City shall be required to disclose such information, the City shall provide RPP advance notice of its intended disclosure of such information and shall take such action as may be reasonably required to cooperate with RPP in safeguarding such information.

RPP agrees to indemnify and to hold the City harmless from any and all penalties or costs, including reasonable outside attorneys' fees, arising out of the actions of RPP or of the City at the written request of RPP, in seeking to safeguard the confidentiality of information provided to the City by RPP under this section.

In the event that such information is required by law to be publicly disclosed, then RPP shall have no further obligation under this section to provide the City with such information.

- (j) All technical standards governing construction, reconstruction, installation, operation, testing use, maintenance, and dismantling of the facilities in the Licensed Area shall be in accordance with applicable present and future federal, state, and local laws and regulations.
- (k) The City shall have the authority to prohibit in advance RPP's use or occupation of a specific portion of the Licensed Area that is environmentally sensitive, as defined by federal, state, or local law or regulation.

SECTION 7. Location of Underground Facilities and Equipment. RPP's Facilities shall, unless otherwise agreed upon by the parties in writing, be placed underground. Where underground construction is made, the Facilities, appurtenances and improvements thereto, and any necessary trenching shall be installed, maintained, or provided by RPP in accordance with City ordinances and at RPP's sole cost and expense.

SECTION 8. Compensation to the City.

- (a) In consideration for and as compensation for the license herein granted to RPP, RPP shall make, at the time of execution of this License Agreement, a lump sum payment to the City in the amount of **THIRTEEN THOUSAND DOLLARS AND NO CENTS** (\$13,000.00).

- (b) Thereafter, commencing January 5, 2017, and every anniversary thereafter for the first fifteen years that this License Agreement is in effect, RPP shall pay annually to the City a License Fee in the amount of **ONE THOUSAND DOLLARS AND NO CENTS** (\$1,000.00) by electronic transfer to the City of Lawrence, Kansas, or by any other method approved by the City and RPP. RPP shall pay the License Fee to the City on January 5 of each year (or the next business day if January 5 falls on a weekend) for the first fifteen years that his License Agreement is in effect. Payments received after the due date shall be subject to a late payment charge of one percent per month.
- (c) Thereafter, commencing January 5, 2032, and every anniversary thereafter for the second fifteen years that this License Agreement is in effect, RPP shall pay annually to the City a License Fee in the amount of **TWO THOUSAND DOLLARS AND NO CENTS** (\$2,000.00) by electric transfer to the City of Lawrence, Kansas, or by any other method approved by the City and RPP. RPP shall pay the License Fee to the City on January 5 (or the next business day if January 5 falls on a weekend) of each year for the second fifteen years that this License Agreement is in effect. Payments received after the due date shall be subject to a late payment charge of one percent per month.
- (d) The License Fee shall be in lieu of all other licenses, charges, fees, or impositions (other than the usual general or *ad valorem* taxes) which might be imposed upon RPP for the privilege of using the Licensed Area.

SECTION 9. Hazardous Substances.

(a) Definitions:

- (i) "Environmental Law or Environmental Laws" means all applicable federal, state or local laws, including any plans, rules, regulations, orders, or ordinances adopted, or other criteria and guidelines promulgated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §906 et seq.; the Toxic Substance Control Act 15 U.S.C. §2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1802 et seq.; the Resource Conservation and Recovery Act 42 U.S.C. §6901 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300F et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq., or other applicable federal, state, or local laws, including any plans, rules, regulations, orders or ordinances adopted pursuant to the preceding laws or other similar laws, regulations, rules, orders or ordinances in effect as of the date of this Agreement relating to the protection of human health and environment.

- (ii) "Hazardous Materials" means any wastes, substances, or materials, whether solids, liquids or gases, that are deemed hazardous, toxic, pollutants, or contaminants, including, but not limited to, substances defined as "hazardous wastes", "Toxic substances", "radioactive materials", or other similar designation in, or otherwise subject to, regulations under any of the Environmental Laws. "Hazardous Materials" also includes, but are not limited to, polychlorinated biphenyls ("PCBs"), petroleum and its products, including but not limited to, crude oil or any fraction thereof, asbestos-containing materials, mercury and lead-based paints.
- (iii) "Loss" means any claims, damages (including, without limitation, diminution in value), remediation obligations, losses, liabilities and expenses, lawsuits, deficiencies, interests, penalties, attorneys' fees and all amounts paid in defense or settlement of the foregoing. "Loss" shall not include any special, consequential, indirect or loss of profit damages.
- (iv) "Release" means any emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposing or release of Hazardous Materials from the Pipeline into the environment.

(b) Environmental Indemnification:

- (i) City represents and warrants to RPP that there is no suit, action, claim, arbitration, administrative or legal proceeding or governmental investigation pending or, to City's knowledge, threatened against or related to the Licensed Area.
- (ii) The City warrants that it has no knowledge of any substance, chemical, or waste on the Licensed Area that is identified as hazardous, toxic, or dangerous in any applicable Federal, State, or Local law, ordinance, or regulation as of the date of the Lease Agreement.
- (iii) RPP represents and warrants that its use of the Licensed Area will not generate any hazardous substance, and that it will not store or dispose on the Licensed Area, nor transport to or over the Licensed Area, any hazardous substance in violation of applicable laws.
- (iv) RPP shall indemnify, defend, and hold harmless City, its subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees, shareholders, representatives and agents from and against any and all loss which may be imposed upon or incurred by City arising out of, relating to, or resulting from environmental conditions of the Licensed Area arising out of, relating to, or resulting from **(A)** a violation

of Environmental Law or **(B)** an unauthorized Release of Hazardous Materials or **(C)** the off-site disposal of Hazardous Materials or **(D)** third party personal injury, death or property damage including toxic torts, which were caused after the Effective Date of this License Agreement.

- (v)** City shall indemnify, defend, and hold harmless RPP, its subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees, shareholders, representatives and agents from and against any and all loss which may be imposed upon or incurred by RPP arising out of, relating to, or resulting from environmental conditions of the Licensed Area arising out of, relating to, or resulting from **(A)** a violation of Environmental Law or **(B)** an unauthorized Release of Hazardous Materials or **(C)** the off-site disposal of Hazardous Materials, or **(D)** third party personal injury, death or property damage including toxic torts, which were caused or occurred on or before the Effective Date of this License Agreement.

SECTION 10. Indemnification.

- (a)** RPP, and any successor or assign, agrees to indemnify, defend, save, and hold harmless the City, its officers, commissioners, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise out of, or are in any way associated with the RPP's activities in the Licensed Area or the Construction Area under the terms of this License Agreement on account of any injury to persons (including death) or damage to property. This indemnification clause shall not apply to any injury or damage caused by the City's own negligence or intentional conduct. This indemnity provision shall extend beyond the termination or expiration of this License Agreement.
- (b)** The City and RPP shall promptly advise the other in writing of any known claim or demand against RPP or the City related to or arising out of the RPP's activities in the Licensed Agreement.
- (c)** Additionally, to the extent the Lawrence Municipal Airport is rendered non-functional due to damage to the Licensed Area caused by RPP or RPP's agent, RPP agrees to indemnify the City for any loss net income during the period of time that the Lawrence Municipal Airport is in fact rendered non-functional.

SECTION 11. Transfer and Assignment.

- (a)** Pursuant to the written permission of the City, which shall not unreasonably be withheld, RPP shall have the right to assign this License Agreement and the rights and privileges hereby granted to any person, firm, or corporation, and any such assignee, who by accepting such assignment shall be bound by the terms and provisions of this License Agreement. If RPP should seek approval to assign this License Agreement, RPP shall notify the City in writing. All such assignments shall be in writing and authenticated copies thereof shall be filed with the City Clerk. This License Agreement shall be assignable only in accordance with the laws of the State of Kansas.
- (b)** This prohibition shall not apply in the case of sale, assignment, transfer, or lease by RPP to an affiliated interest; nor shall it apply to assignments made or security interests granted in order to secure financing. RPP shall, however, provide at least thirty (30) days' notice of such sale, assignment, transfer, or lease to an affiliated interest. During such thirty-day period, the City shall have the discretion to review the qualifications of any entity acquiring this License Agreement.

SECTION 12. Notices. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by a recognized overnight delivery service, to the following addresses:

If to City, to:

City of Lawrence, Kansas
Attn: City Clerk
6 East 6th Street
P.O. Box 708
Lawrence, Kansas 66044

With a copy to:

City of Lawrence, Kansas
Attn: City Attorney
6 East 6th Street
P.O. Box 708
Lawrence, Kansas 66044

If to RPP, to:

Renewable Power Producers, LLC
Attn: William P. Brinker
10600 Nations Ford Road, Suite 150
Charlotte NC 28273

With a copy to:

Crenshaw, Ware & Martin, PLC
Attn: Steven L. Brinker
150 West Main Street, Suite 1500
Norfolk VA 23510

Any such Notice shall be deemed effective upon actual receipt or refusal of receipt as shown on any return receipt obtained under this Section.

SECTION 13. Term and Expiration Date. The initial term of this License Agreement shall be for ten (10) years and shall expire at 11:59 p.m. on December 31, 2026. Thereafter, this License Agreement will renew automatically for four (4) additional, successive five (5) year terms, unless either party notifies the other party in writing of its intent to terminate this License Agreement not less than one hundred eighty (180) days before the termination of the then-current term. Additional terms shall be deemed a continuation of the License Agreement and not a new License Agreement or amendment.

SECTION 14. Termination or Forfeiture of Agreement.

- (a) In case of failure on the part of RPP to comply with any of the provisions of this License Agreement, or if RPP should do or cause to be done any material act or thing prohibited by or in violation of the terms of this License Agreement, then RPP shall forfeit all rights and privileges granted by the License Agreement and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall complete the following:
 - (i) Before the City may proceed to terminate this License Agreement, it shall first serve a written notice as provided by the Notice provisions of this License Agreement, setting forth in detail the conditions of neglect, default, or failure complained of, and RPP shall have ninety (90) days after the mailing of such notice in which to comply with the conditions of this License Agreement. If, at the end of such ninety (90) day period, the City deems that the conditions of the License Agreement have not been met and that such License Agreement is subject to cancellation thereunder, then the City, in order to terminate the License Agreement, shall by a second Notice, setting forth the grounds for termination, terminate the License Agreement. If within thirty (30) days after the effective date of the second Notice, RPP shall not have instituted an action in the District Court of Douglas County, Kansas, to determine whether or not RPP has violated the terms of this License Agreement and that the agreement is subject to forfeiture therefor, such agreement shall be canceled and terminated at the end of such thirty-day period.

- (ii) If, within such thirty-day period, RPP does institute an action, as above describe, to determine whether or not it has violated the terms of this License Agreement and prosecutes such action to final judgment with due diligence, then, in the event that the court finds that this License Agreement is subject to cancellation by reason of the violation of its terms, then this License Agreement shall terminate thirty days after such final judgment is rendered and available appeals have been exhausted.
 - (iii) Nothing in this Section shall prevent the City from invoking any other remedy that may otherwise exist at law.
- (b) RPP, its successors or assigns, may terminate this License Agreement by notifying the City of its intent to terminate this Agreement.
- (c) In the event of forfeiture or termination of the License Agreement under this Section, RPP agrees that all compensation paid to the City shall be forfeited.

SECTION 15. Rights and Duties upon Termination of Agreement.

- (a) Upon termination of this License Agreement, whether by lapse of time, agreement by the parties, or by forfeiture, RPP shall remove its Facilities from the Licensed Area within a reasonable time after such termination. In the case of the latter event, it shall be the duty of RPP immediately upon removal to restore the Licensed Area from which said Facilities are removed to as good condition as the same were before said removal was effected without cost to the City.
- (b) RPP or its agent shall, prior to commencing any construction of RPP's Facilities in the Construction Area, post a surety bond in a sufficient amount such that the bond will cover the costs to the City, in the event of termination of this Agreement and RPP's failure to remove its Facilities from the Licensed Area, of removing or causing to be removed RPP's Facilities from the Licensed Area.

SECTION 16. Insurance.

- (a) During the initial term, the renewal term, or any other extension of this License Agreement, RPP shall obtain and maintain insurance coverage, at its sole cost and expense, with financially reputable insurers that are licensed to do business in the State of Kansas. RPP shall provide not less than the following insurance:
 - (i) Worker's compensation as provided for under any workers' compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.

- (ii) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from RPP's operations under this License Agreement.
- (b) RPP shall, as a material condition of this License Agreement, prior to the commencement of any work, deliver to the City a certificate of insurance or evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. RPP shall make available to the City, on request, the policy declarations page and a certified copy of the policy in effect so that limitations and exclusions can be evaluated for appropriateness of overall coverage.

SECTION 17. Reservation of Rights. In entering into this License Agreement, neither the City's nor RPP's present or future legal rights, positions, claims, assertions, or arguments, before any administrative body or court of law are in any way prejudiced or waived. By entering into this License Agreement, neither the City nor RPP waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or RPP may have at law or equity, without limitation, to argue, assert and/or take any position as to the legality or appropriateness of this License Agreement or any present or future laws, ordinances, or rulings that may be the basis for the City or RPP entering into this License Agreement.

SECTION 18. Failure to Enforce. The failure of either the City or RPP to insist in any one or more instances upon the strict performance of one or more of the terms or provisions of this License Agreement shall not be construed as a waiver or relinquishment of any right in the future to enforce such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment of any term or provision of this License Agreement shall be deemed to have been made by the City or RPP unless said waiver or relinquishment is in writing and signed by both the City and RPP.

SECTION 19. Authorization. Each of the persons executing this License Agreement, in behalf of the respective parties, represents and warrants that he or she has the authority to bind the party in behalf of whom he or she has executed this License Agreement, and that all acts required and necessary for authorization to enter into and to execute this License Agreement have been completed.

SECTION 20. Force Majeure. No party shall be liable for any failure to perform its obligations where such failure is a result of acts of God, fire, strikes, riots, floods, war, and other disasters or events beyond the City's or RPP's reasonable control.

SECTION 21. Effectiveness. This License Agreement shall become effective and shall be in force and shall be binding on the City and RPP, their successors and assigns, from and after the execution of this License Agreement, as dated below.

SECTION 22. Severability. If any provision, section, or subsection of this License Agreement or the application thereof to any person or circumstance is declared invalid by a competent court of law, such invalidity shall not affect other provisions, sections, subsections, or applications of this License Agreement that can be given effect without the invalid provision, section, subsection, or application, and to this end the provisions, sections, subsection, or applications of this License Agreement are hereby declared to be severable.

SECTION 23. Governing Law. The terms of this License Agreement shall be governed by the laws of the State of Kansas.

SECTION 24. Recordation. On RPP's request, the City shall cooperate with RPP to cause this License Agreement, or a Memorandum of this License Agreement memorializing the terms of this License Agreement, to be recorded in the Office of the Register of Deeds for Douglas County, Kansas.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the date noted above.

CITY: City of Lawrence, Kansas, a municipal corporation

THOMAS M. MARKUS
City Manager

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Markus, as City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

**RPP: Renewable Power Producers,
LLC, a North Carolina limited
liability company**

WILLIAM P. BRINKER
Manager

ACKNOWLEDGMENT

THE STATE OF _____)
) ss:
THE COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me the undersigned, a notary public in and for the County and State aforesaid, came William P. Brinker, Manager for Renewable Power Producers, LLC, a North Carolina limited liability company, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires: