

## METHANE MITIGATION PROJECT AGREEMENT

This Methane Mitigation Project Agreement (the “*Agreement*”) is made as of the \_\_\_\_ day of October, 2024, by and between Qnergy International Services LLC located at 300 West 12<sup>th</sup> Street, Ogden, Utah 84404 (“*Qnergy*”), and Weber County, located with headquarters at Weber Center, 2380 Washington Blvd; Ogden, Utah 84401 (“*Weber County*”). Qnergy and Weber County are referred to herein together as the “*Parties*” and singly as a “*Party*”.

### RECITALS

**WHEREAS**, Weber County owns the Landfill (as further defined herein). Weber County remains responsible for operations of the Landfill, and has contracted with Moulding & Sons Landfill LLC to manage and perform such operations. Weber County owns the existing Landfill and has the exclusive rights, title, and ownership of all environmental attributes associated with landfill gas. Weber County does not collect and destroy landfill gas from the Landfill, rather any landfill gas generated is emitted to the atmosphere uncontrolled.

**WHEREAS**, the Parties have agreed to allow Qnergy to develop, own and operate a landfill gas collection system, and a Qnergy PowerGen 5650 with a flare skid to collect and destroy landfill gas, and generate power, all to reduce greenhouse gas emissions thereby creating carbon offset credits (herein Methane Mitigation Project).

**WHEREAS**, Qnergy shall bear all financial investments in and costs of the Methane Mitigation Project and provide compensation to Weber County based upon the creation and sale of carbon offset credits from the destruction of greenhouse gas emissions contained in landfill gas.

**WHEREAS**, Weber County may wish to apply for grant assistance, as applicable, to contribute funds to the installation and expansion of the landfill gas collection system.

**WHEREAS**, to carry out the purposes of the Methane Mitigation Project, Weber County wishes to lease to Qnergy land within or adjacent to the Landfill on which Qnergy may own, construct, operate and maintain the Methane Mitigation Project.

**NOW THEREFORE**, in consideration of the premises and mutual covenants set forth herein and subject to the terms and conditions hereof, the Parties hereby agree as follows:

#### **Article 1. Definitions**

Capitalized terms when used herein shall have the meanings set forth below:

**“Agreement”** means this Agreement, including all exhibits and schedules hereto, as the same may be amended from time to time.

**“Applicable Laws”** means any act, statute, law, regulation, permit, license, ordinance, rule, judgment, order, decree, or written directive, guideline or policy (to the extent mandatory) or any similar form of decision or determination by any governmental authority with jurisdiction over the Landfill, the Methane Mitigation Project or the performance of the work hereunder and the transaction contemplated hereunder.

**“Carbon Offset Credits or Carbon Credits”** means the reductions in greenhouse gas (GHG) emissions resulting from the destruction or utilization of landfill gas at eligible landfills.

**“Contingent Payments”** shall have the meaning set forth in Section 5 hereof.

**“Contract Year”** means every twelve (12) month period which begins at 12:01 a.m. Mountain Standard Time on January 1 and on every anniversary thereof during the Term.

**“Day”** means a calendar day.

**“Effective Date”** means the date on which both Parties have executed this Agreement.

**“Environmental Attributes”** means those aspects, claims, characteristics and benefits that can be used to (1) claim responsibility for the reduction of emissions and/or pollutants, (2) claim ownership of emission and/or pollution reduction rights, and (3) claim reduction or avoidance of emissions or pollutants. Environmental Attributes also includes all attributes of an environmental or other nature including but not limited to allowances, certificates, RECs, RINs or other green power price premiums or similar constructs generated by or attributable to the Project by virtue of its classification as a renewable energy project under Applicable Laws, emissions credits and all other credits, offsets, tradable renewable certificates, and all similar rights issued, recognized, created or otherwise arising from use or disposition of the Landfill Gas delivered to or collected by Qnergy, including but not limited to the generation and/or sale of electricity at the Project using Landfill Gas, the production of the annual energy or other energy products as a by-product of generating electricity at the Project, and the destruction of such Landfill Gas.

**“Force Majeure”** means acts of God, strikes, lockouts or other industrial disturbances, epidemics, landslides, lightning, earthquakes, fires, storms, hurricanes, floods, high-water washouts, acts of the public enemy, wars, blockades, insurrections, riots, arrests and restraints by governments, civil disturbances,

catastrophic events such as explosions, breakage or accident to machinery or lines of pipe caused by the foregoing and governmental actions such as the enactment of statutes, laws or regulations frustrating the purpose of this Agreement, not within the control of the Party claiming Force Majeure and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome.

**“Hazardous Materials”** means material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the federal Water Pollution Control Act (33 U.S.C. Section 1151 et seq.), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6903 et seq. (42 U.S.C. Section 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (iv) regulated under the Toxic Substances Control Act of 1976, or (v) regulated by the laws of the Commonwealth of Massachusetts, and (vi) all of the foregoing, as amended from time to time.

**“Landfill”** means the parcel(s) of real property encompassing the Weber County Class VI Construction and Demolition (C&D) Landfill located at 10485 West 900 South, Ogden Utah, as more particularly described in Attachment A hereto.

**“Landfill Gas”** means the landfill gas generated within the Weber County Class VI C&D Landfill.

**“Landfill Gas Collection System”** or **“LFGCS”** means the network of gas collection wells, interconnecting pipes, valves, probes, sensors, monitoring equipment, filters, meters, and any additional equipment installed at or on the Landfill and used for the purpose of the collection of Landfill Gas. The LFGCS shall include any additions or modifications to the LFGCS that may be installed from time to time.

**“Landfill Operator”** means the company under agreement with Weber County to manage and operate the Landfill, which as of the effective date of this agreement is Moulding & Sons Landfill LLC.

**“Methane Destruction System”** or MDS means a system composed of a landfill gas collection system, and a Qnergy PowerGen 5650 with a flare skid.

**“Methane Mitigation Project”** shall mean Methane Destruction System (MDS) owned by Qnergy and located on the Site for the collection of Landfill Gas, generation of Landfill Gas-powered electricity and destruction of Landfill Gas in a flare.

**“Net Revenues”** means the actual cash revenues received by Qnergy through the sales of Carbon Credits less reimbursement for construction costs, operating costs, and Carbon Offset Credit creation costs (including costs for preparation, validation

and verification of plans and monitoring reports), and any sales taxes and any transaction fees, commissions, or delivery charges associated with the sale of Carbon Offset Credits.

“*Permits*” shall mean all permits, authorizations, waivers, variances, licenses, approvals, or similar orders of or from any federal, state or local government authority, agency or anybody having jurisdiction over the matter in question.

“*Site*” shall mean the premises within the Landfill as the Parties and Landfill Operator mutually agree hereto (the “*Site*”) for the sole purpose of owning, installing, operating and maintaining the Methane Mitigation Project set forth in Section 2.1 hereof.

“*Site Lease*” shall have the meaning set forth in Section 2.1 hereof.

“*Term*” shall have the meaning set forth in Section 4.1 hereof.

## **Article 2. Grant Of Property Rights**

- 2.1 Site Lease. In consideration of the compensation herein stipulated to be paid by Qnergy, Weber County does hereby lease unto Qnergy the Site. The leasehold estate created by this Section is referred to as the “*Site Lease*”. Weber County reserves the right to enter the Site for the purpose of inspecting the Methane Mitigation Project.
- 2.2 License to Access. In support of the Methane Mitigation Project, Weber County hereby grants to Qnergy a license to access the Landfill, and areas appurtenant to the Site, for installing and operating a MDS, and monitoring, adjusting, and repairing wellheads on the LFGCS, and for taking of all actions required or allowed under this Agreement or any permit or authorization governing the Methane Mitigation Project. As Qnergy accesses the Lease Site, Qnergy shall not interfere with the operations of the Landfill or Landfill Operator. This license to access shall run concurrent with the term of the Site Lease and shall end when said Site Lease terminates.
- 2.3 Warranty of Title and Quiet Enjoyment. Weber County warrants that: (i) Weber County owns the Site and the Landfill in fee simple and has the full right to enter into and perform under this Agreement, and (ii) the Site and the Landfill are free of any prior liens or encumbrances that would interfere with Qnergy’s use of the Site Lease. Weber County covenants that Qnergy, so long as Qnergy pays the Contingent Payments and observes and keeps the covenants of this Agreement on its part to be kept, shall lawfully and peaceably access, hold, occupy and enjoy the Site. Qnergy acknowledges that the operation of the Landfill is subject to Applicable Law and Weber County’s permits and approvals pertaining to the Landfill and its agreement with the Landfill Operator.

2.4 Title to Methane Mitigation Project. Weber County and Qnergy agree that, subject to the terms and conditions of this Agreement, the Methane Mitigation Project shall be and remain the personal property of Qnergy and shall at no time become a fixture with respect to the Site and Weber County shall post notice thereof at the Landfill in a manner satisfactory to comply with Utah law. Until termination of the Term, title to any Methane Mitigation Project situated on the Site, and any alteration, change or addition thereto, shall remain solely in Qnergy.

2.5 Liens and Encumbrances.

- a) Liens of Weber County. Weber County shall keep the Site and the Landfill free from, and shall remove, any prior liens or encumbrances that would interfere with the exercise of the Site Lease and Easements, except that Weber County shall not be required to remove any lien or encumbrance that may be filed against, or otherwise be applicable to, the Site Lease and Easements that result from any action or omission on the part of Qnergy.
- b) Liens of Qnergy. Qnergy shall keep the Site and the Landfill free from and shall remove all liens and encumbrances that may be filed against, or otherwise be applicable to, the Site, Site Lease and Easements.

**Article 3. Use of Site; Development and Operation of the Methane Mitigation Project**

3.1 Uses. Qnergy shall use the Site only for the construction, installation, operation and maintenance of the Methane Mitigation Project together with any equipment for the collection, compression, treatment, processing, metering, interconnection to the LFGCS and transportation of Landfill Gas and for any other use necessary, appropriate, or helpful for Qnergy's performance of its obligations. Qnergy shall not make or suffer or permit others to make or suffer any unlawful, improper, offensive, or other use of the Site. Qnergy may place such signs as may be reasonably appropriate upon the Site, with prior consent of Weber County, to identify and give notice that such Site is under the control of Qnergy.

Qnergy shall use the license to access the Landfill only for reasonable ingress and egress to the Site, for installation and operation of the MDS and monitoring, adjusting, and repairing wellheads on the LFGCS, and for taking of all actions required or allowed under this Agreement or any permit or authorization governing the Methane Mitigation Project. Qnergy shall not take any action that will interfere with the operations of the Landfill. Qnergy shall coordinate the design, permitting, installation and operation of the MDS with Weber County and the Landfill Operator.

- 32 Legal Compliance. In constructing, retrofitting, installing, equipping, operating, and maintaining the Methane Mitigation Project, Qnergy shall use reasonable care and diligence and shall perform all work with respect thereto in a proper and workmanlike manner and in strict accordance with all Applicable Laws, all Permits received by Qnergy, and all Permits received by Weber County copies of which Weber County shall provide to Qnergy upon Qnergy's request.
- 33 Methane Mitigation Project Plans. The Parties and the Landfill Operator shall work together during the design and construction of the Methane Mitigation Project to ensure system compatibility. Qnergy will provide Weber County and the Landfill Operator with final draft plans for the Methane Mitigation Project, and any subsequent modifications thereto for review and comment. Qnergy shall consider any comments made by Weber County within fourteen (14) days of Weber County's receipt of such draft plans with respect to potential aesthetic appearance, noise, odor and sound impacts, but shall not be required to make any changes suggested by Weber County that would in Qnergy's judgment render the Project uneconomic. Qnergy at any time may modify or retrofit the Methane Mitigation Project to improve performance, comply with changing laws, or for any other reason provided that Qnergy shall provide draft plans showing such modification or retrofit to Weber County, and shall take into account any comments made by Weber County within fourteen (14) days of Weber County's receipt of such draft plans with respect to aesthetic appearance, noise, odor, and sound impacts.
- 34 Nature of Project. At no cost and risk to Weber County, Qnergy is solely responsible for the funding, developing, installing, operating, maintenance, removal, including any associated liability that may result from the operation of the Methane Mitigation Project. Qnergy shall undertake all costs and efforts to create Carbon Offset Credits and monetize their value.
- 35 Mutual Assistance. Upon request, the Parties shall, at no cost to the other, use reasonable efforts to support and assist one another in the acquisition of any required Permit or authorization. Such support shall include, without limitation, participation in regulatory proceedings and provision of information concerning each Party's operations, and making its key personnel, Landfill Operator, engineering consultants and other advisors reasonably available.

#### **Article 4. Term**

- 4.1 Term. The term of this Agreement shall commence on the Effective Date of the Agreement and shall end at midnight on December 23, 2033 (the "***Term***"). The Parties may at their option extend the Term for two (5) five-year periods. Each option to extend shall be determined by the Parties at least one year in advance of the expiration of the term.

- 4.2 Removal of Methane Mitigation Project at End of Term. Upon the expiration or upon earlier termination of this Agreement, Weber County and Qnergy agree that Qnergy shall have a period of one hundred eighty (180) Days commencing on the date of expiration or termination to remove from the Site such improvements as it may have placed on the Site unless Weber County exercises its Option to Purchase. Removal of improvements shall be at Qnergy's sole expense and the Lease Site shall be returned to its original state as reasonably practicable.
- 4.3 Weber County Option to Purchase. At the end of the Term including any extension or early termination by Qnergy, Weber County shall have the option to purchase the Methane Mitigation Project from Qnergy. Weber County shall have 30-days from the end of the Term or early termination to provide Qnergy notice of its exercise of the Option. Qnergy will provide its standard service and warranty coverage for the equipment starting at transfer of title of the Methane Mitigation Project. In return for the transfer of title, and issuance of a warranty, Weber County will pay Qnergy a maximum of 50% of the original actual cost of the hardware as documented by Qnergy.

#### **Article 5. Compensation.**

In consideration of the rights granted by Weber County to Qnergy hereunder, including the Lease and the Access and Performance Easements, Qnergy shall pay Weber County 20-percent of Net Revenues received by Qnergy from sale of Carbon Offset Credits, computed annually (each such payment a "***Contingent Payment***"). Contingent Payments shall be made annually in arrears by February 15 for the preceding calendar year. Qnergy shall provide Weber County with an annual accounting showing how Contingent Payment and Net Revenues for a Contract Year were calculated on an annual basis.

Carbon Offset Credits and hence the basis for the Contingent Payments to Weber County depend entirely on market, regulatory and other factors beyond Qnergy's control. **QNERGY MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESIGN, USE, AND FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR ACCURACY OF THE PROJECT OR THAT THE PROJECT WILL BE ECONOMICAL OR THAT ANY CONTINGENT PAYMENTS WILL BE MADE.**

#### **Article 6. Environmental Benefits**

- 6.1 Exclusive Right to Landfill Gas. During the Term, Qnergy shall have the exclusive right to all Landfill Gas extracted from the Landfill. Qnergy shall also have exclusive access and use of the landfill gas collection system within the Landfill with the exception of Weber County's right to access as described in Section 2.1.

- 6.2 Carbon Offset Credits. Weber County assigns to Qnergy, during the Term, the exclusive rights, full title, claim and ownership of all Environmental Attributes and Carbon Offset Credits associated with the collection and destruction of Landfill Gas, by the Methane Mitigation Project. Weber County acknowledges and agrees that Qnergy shall create Carbon Offset Credits by destroying greenhouse gas (GHG) emissions through the Methane Mitigation Project, and that, during the Term, Qnergy shall have uncontested ownership and legal rights to the GHG emissions reductions and Carbon Offset Credits.

## **Article 7. Taxes**

- 7.1 Income Taxes. Each Party shall be responsible for any federal, state and local taxes based upon or measured by its income, and any franchise taxes based upon its corporate existence.
- 7.2 Property Taxes. Qnergy shall be responsible for any taxes and assessments against the Site as and when they become due. Qnergy shall pay all taxes (real and personal) and assessments allocable to the Methane Mitigation Project, the Site Lease or Easements.

## **Article 8. Default and Termination**

- 8.1 Weber County's Right to Terminate. Weber County may terminate this Agreement by written notice to Qnergy upon the occurrence of any of the following:
- (a) At the expiration of the Term;
  - (b) Qnergy fails to perform its obligations under this Agreement due to an event of Force Majeure which lasts longer than twelve (12) months;
  - (c) Qnergy fails to start continuous construction of the Methane Mitigation Project within one (1) year and enter commercial operation with two years after Qnergy obtains all permits necessary for the construction of the Methane Mitigation Project.
  - (d) Weber County suffers the actual imposition of any fines or penalties imposed by a federal, state or local governmental agency or authority caused solely by Qnergy's violation of its own permits, and Qnergy fails to pay or successfully eliminate such fines or penalties, or indemnify Weber County from and against such fines or penalties, within thirty (30) days of receiving written notice from Weber County;
  - (e) Qnergy fails to make any undisputed payment due hereunder within forty (40) Days of when due; or



- (f) Qnergy permanently abandons the Methane Mitigation Project after its initial commercial operation. (Qnergy shall be deemed to have permanently abandoned the Methane Mitigation Project upon the failure of Qnergy to operate the Methane Mitigation Project for a continuous period of twelve (12) months).

This Agreement shall terminate thirty (30) Days after Qnergy's receipt of Weber County's notice that the circumstances under any of subparagraphs (a) through (f).

8.2 Qnergy's Right to Terminate. Qnergy may terminate this Agreement by written notice to Weber County upon the occurrence of any of the following:

- (a) Qnergy determines in its sole discretion that the Methane Mitigation Project uneconomic to construct and/or operate;
- (b) Qnergy is unable to obtain all necessary Permits or is unable to completely install the Methane Mitigation Project; or
- (c) If the Methane Mitigation Project is partially or totally damaged or destroyed.

This Agreement shall terminate thirty (30) Days after Weber County's receipt of Qnergy's notice that any of the events described above has occurred.

## **Article 9. Insurance**

- 9.1. Qnergy's Insurance. At all times during the Term, to the extent commercially available, Qnergy shall maintain the insurance coverages with an insurance company reasonably acceptable to Weber County.
- 9.2. Weber County's Insurance. At all times during the Term, to the extent commercially available, Weber County shall maintain the insurance coverages with an insurance company reasonably acceptable to Qnergy.
- 9.3. Insurance Certificates. Qnergy shall provide certificates of insurance to evidence that the required insurance coverage is always in effect during the Term. Weber County shall, at the request of Qnergy, provide proof of participation in Utah Counties Indemnity Pool along with the applicable coverage limits.

## **Article 10. Indemnity**

- 10.1 General Indemnities. Qnergy shall indemnify and hold harmless Weber County and its agents, directors, officers, and employees from and against all suits, losses,

damages, or any other causes of action (including attorney fees and costs) arising from the performance of this Agreement. Qnergy's obligation to indemnify Weber County is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this Agreement. Weber County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The Parties agree that Weber County shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way to modify the limits set forth in the Act or the basis for liability as established in the Act.

10.2 Weber County is a self-insured political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah ("The Act"). The Parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way to modify the limits set forth in the Act or the basis for liability as established by the Act. Weber County does not agree to assume the liability of or indemnify or agree to defend any persons other than those specifically enumerated in statute. Qnergy agrees that if it believes it has been made a party to a suit as a result of the negligence of Weber County, it will file a Notice of Claim in accordance with Utah law.

10.3 Environmental Indemnities.

(a) Qnergy. Qnergy will not permit any of its agents, contractors, or employees to, store, use, release, discharge, or deposit on any portion of the Site any Hazardous Materials except in accordance with Weber County's rules and regulations pertaining to the Landfill, and Applicable Laws. Qnergy shall indemnify and hold harmless Weber County, its officials, officers, members, employees, agents, and contractors from and against any claims, losses, liability, damages, penalties, fines, costs, and expenses based on any failure of Qnergy or its agents, contractors, or employees to adhere to the terms of this paragraph (a), and shall undertake all measures necessary and appropriate to remedy any such failure in accordance with all Applicable Laws.

10.4 Survival. The provisions of this Article 10 shall survive the termination, cancellation, or expiration of this Agreement.

10.5 General. The indemnity obligations contained in this Section 10 are an integral part of the Agreement and have been knowingly negotiated by both Parties. **THE INDEMNITY OBLIGATIONS CONTAINED IN THIS SECTION 10 WILL NOT BE NEGATED OR REDUCED BY VIRTUE OF EITHER PARTY'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS OR REFUSAL TO DEFEND THE INDEMNIFYING PARTY.**

**Article 11. Miscellaneous**

- 11.1 Notices. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by email to the address specified below with a read receipt requested, (b) if delivered by private courier service or messenger, when delivered as evidenced by a receipt issued by the private courier service or messenger, (b) if mailed by certified mail, return receipt requested, upon receipt as shown in the receipt issued by the United States postage service addressed to the Party to be notified as following:

Qnergy:                      Qnergy International Services LLC.  
300 West 12<sup>th</sup> Street,  
Ogden, Utah 84404  
Attention: Asaf Vos  
Email: Asaf.Vos@qnergy.com

Weber County:              Weber County  
Weber Center  
2380 Washington Blvd, Suite 250;  
Ogden, Utah 84401  
Attention: Community Development Director  
Email: swilkinson@webercountyutah.gov

or to such other address as designated by either Party from time to time during the Term hereof.

- 11.2 Waivers. One or more waivers or any covenants, condition or agreement herein contained shall not be construed as a waiver of a further breach of the same covenant, condition or agreement or of any act by Qnergy requiring Weber County's consent or approval shall not be deemed to waive or render unnecessary Weber County's consent or approval to any subsequent similar act by Qnergy.
- 11.3 Entire Agreement. This instrument contains the entire and exclusive agreement between the Parties that supersede and terminate all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Agreement may not be amended or modified, except by a writing executed by Weber County and Qnergy.
- 11.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of Utah. In the event any provision of this Agreement shall be determined to be invalid or unenforceable under applicable law such provision shall, insofar as possible, be construed or applied in such manner as will

permit enforcement; otherwise this Agreement shall be construed as if such provision had never been made part hereof.

- 11.5 Dispute Resolution. Except for the Parties' rights to terminate under Article 8 hereof, any dispute arising under this Agreement shall be resolved only in accordance with this Section 12.5. A dispute shall arise when one Party sends a written notice of dispute by certified mail, to the other Party. The Parties shall first attempt to resolve the dispute by informal negotiations. If the Parties cannot resolve the dispute within fourteen (14) Days of such written notice, the Parties shall submit the dispute to non-binding mediation by a mutually agreeable, neutral, and otherwise qualified mediator within fourteen (14) Days following the expiration of the period for informal negotiations. If the dispute is not resolved after the end of the period for mediation, either Party may bring a court action seeking damages or any other remedy at law or in equity, and each Party irrevocably consents to the exclusive jurisdiction of the courts of Weber County, Utah for the resolution of all disputes not previously settled in accordance with the preceding paragraph. Except as provided in Article 10, when indemnification applies, each Party in any dispute shall pay its own costs and expenses (including legal fees and expenses) incurred in the prosecution or defense of such dispute.
- 11.6 Binding Effect. This Agreement, including the Site Lease and the Access and Performance Easements, shall be binding upon and inure to the benefit of all administrators, executors, personal representatives, heirs, successors, and permitted assigns of the Parties. Each assignee shall as a precondition to the other Party's consent execute such written instrument(s) as the other Party shall reasonably require evidencing the assignee's agreement to be bound by each and every term of this Agreement.
- 11.7 Severability. If any provision of this Agreement is unenforceable, the remaining provisions shall not be affected thereby but shall remain in full force and effect; provided, that the Parties shall attempt to amend this Agreement to attempt to return the Parties to materially the same position had no such provision been found unenforceable.
- 11.8 No Partnership. Nothing contained in this Agreement shall be construed to create any association, trust, partnership, or joint venture or impose a trust or partnership, duty, obligation, or liability or an agency relationship on, or with regard to, either Party. Neither Party hereto shall have the right to bind or obligate the other in any way or manner unless otherwise provided for herein.
- 11.9 Assignment. The rights and obligations of Qnergy shall not be assigned to a third party without prior written consent of the County.

WHEREFORE, Weber County and Qnergy have set their hands and seals as of the date first set above.

**Board of County Commissioners  
of Weber County**

By \_\_\_\_\_  
James "Jim" Harvey, Chair

ATTEST:

\_\_\_\_\_  
Weber County Clerk/Auditor

**Qnergy:**



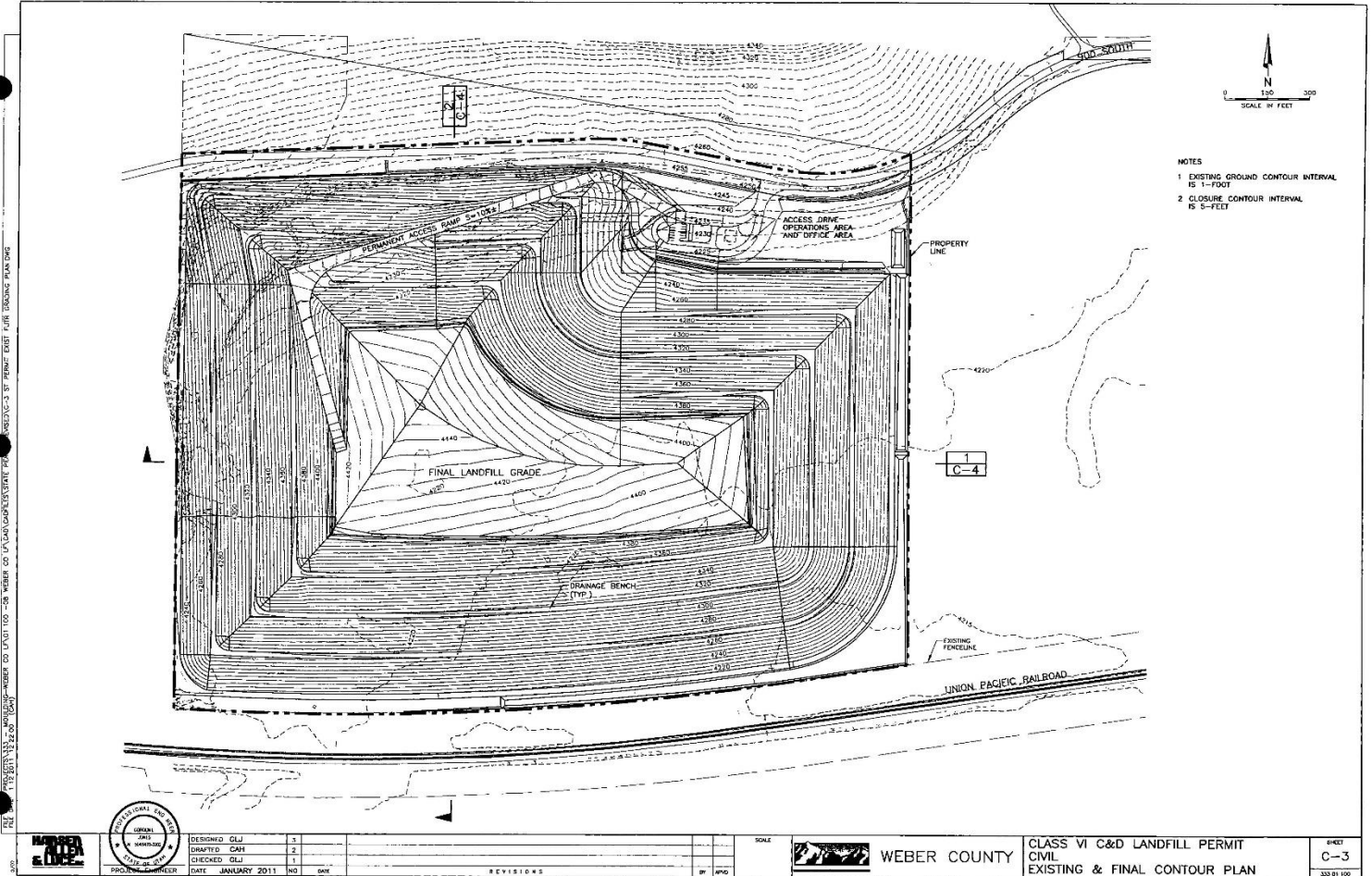
By: \_\_\_\_\_  
Name: Ory Zik  
Title: Manager

**Moulding:**

By: \_\_\_\_\_  
Name: Randy Moulding  
Title:

# ATTACHMENT A

## LANDFILL



- NOTES
1. EXISTING GROUND CONTOUR INTERVAL IS 1'-FOOT
  2. CLOSURE CONTOUR INTERVAL IS 5'-FEET

100% DESIGN AND CONSTRUCTION PERMITS REQUIRED FOR ALL WORK UNDER THIS PERMIT. SEE PERMIT FOR DRAINAGE PLAN SHEET.



DESIGNED	GLJ	3			
DRAWN	GMH	2			
CHECKED	GLJ	1			
DATE	JANUARY 2011	NO	DATE		

WEBER COUNTY	CLASS VI C&D LANDFILL PERMIT CIVIL EXISTING & FINAL CONTOUR PLAN	SHEET C-3 333 01 100
	REVISIONS	