CNG MASTER AGREEMENT

This CNG Master Agreement (this "**CMA**") is entered into as of May 20th 2022 by and between **Xpress Natural Gas LLC,** a Delaware limited liability company with an office located at 300 Brickstone Square, Suite 1005, Andover, MA 01810 (together with its subsidiaries and affiliates "**Seller**"), and AV Group NB Inc with its operations at 103 Pinder Road , Nackawic, NB, E6G1W4, Canada ("**Buyer**"). Each of Buyer and Seller may be referred to herein as a "**Party**" and collectively as the "**Parties.**"

Summary of Base Terms

(hereinafter referred to collectively as the "**Base Terms**")

Buyer	AV Group NB Inc
Seller	Xpress Natural Gas LLC
Service Location	103 Pinder Road, Nackawic, New Brunswick, Canada
Delivery Point	Meter installed immediately prior to Buyer's flanged pipe connection.
Effective Date	Effective Date will be the later of (i) the date that is 6 months from the date of this Agreement and the date the Seller's equipment is installed and commissioned at the Buyers location which shall be no later than March 31, 2023
Delivery Period	The Initial Term of the agreement is [redacted] years from the date of first gas flow and commissioning. The agreement will automatically renew for an additional one-year Renewal Term on the same terms and conditions, unless terminated by either Party on written notice delivered not less than 90 days prior to the expiration of the then-current Delivery Period. Seller will intimate Buyer 120 days before expiration of each of the then-current Delivery Period about the upcoming deadline for termination before automatic renewal for an additional one year on the same terms and conditions , happens. For avoidance of doubt, all payments obligations including Monthly Reservation Charge , shall commence and run from the start of the Delivery Period, not the Effective Date.
Natural Gas Product	Natural Gas delivered by the Seller shall be in compressed form (~3,600 psi) and decompressed prior to the Delivery Point.
Monthly Reservation Charge	During the term of the contract, the Buyer will be invoiced a Monthly Reservation Charge of [redacted] for the months of April through November. There will be no Monthly Reservation Fee during December, January, February and March, regardless of whether any deliveries are scheduled. The Monthly Reservation Charge, will however be , reduced prorata (i) In case of a Seller declared Force Majeure , for the period covered by a Seller declared Force Majeure or (ii) In absence of any Seller declared Force Majeure , when Seller is not able to supply the Buyer's ordered Monthly Contract Quantity.
Purchase Price	Price per MMBTU for natural gas delivered shall be the sum of: (i) Commodity Gas; plus (ii) Marketer's Basis charges applicable to the purchase of the Commodity Gas; plus (iii) Service Delivery Adder; plus (v) Any other applicable fees and expenses set forth in Exhibit A.

Commodity Gas	Absent a signed Commodity Transaction Confirmation stating otherwise, Commodity Gas shall default to the index price as published by Platts Inside FERC's Gas Market Report in the table titled "Market Center Spot-Gas Prices" for Algonquin City Gates in the first regular issue of the contract month, or as otherwise contracted. The Buyer shall and the Seller may enter into additional Transaction Confirmations for Commodity Gas which shall be subject to gas settlement per any Natural Gas Transaction Confirmation. For the term of this Agreement Seller shall guaranty that the Commodity Price paid by the Buyer is not more than the lowest commodity price offerd by the Seller to any customer of the Seller based in Northern New England and Eastern Canada. For purposes of this Agreement "Commodity Price" shall mean the sum of the (i) Commodity Gas index as set forth above, (ii) the Service Delivery Adder and (iii) the Marketers Basis Charge. Seller shall confirm to Buyer, via c-level certification, three days prior to the start of each 12 month period and recertified within three (3) business days after the end of each 12 month period under this Agreement the Commodity Price set forth herein meets the parameters set forth above. This provision shall not be applicable to any Commodity purchased pursuant to a Transaction Confirmation. Notwithstanding the foregoing, the guaranty set forth above shall not include Mary Hitchcock Medical Hospital in Lebanon, New Hampshire. The Buyer shall have the right, upon written request to the Seller, to review Seller records to confirm the provisions of this paragraph. Upon request Seller shall provide reasonable records of its choice sufficient to confirm the Buyers Commodity Price conforms to the provisions hereof. Nothing contained in this paragraph shall be deemed to confer upon the Buyer any rights to access the confidential records of the Seller.
Marketer's Basis Charges	A 'per MMBTU' fee paid to the capacity-holders supplying Commodity Gas to the terminal. As of the date of the Agreement the Marketers basis charge shall be [redacted] per MMBtu for deliveries between the months of April and October. As of the date of the Agreement the Marketers basis charge shall be [redacted] per MMBtu for deliveries between the months of November and March. Charges may be bid by Seller at least once every 12-month period under the Agreement, but at no time shall be less than [redacted] per MMBtu or no more than [redacted] MMBtu.
Service Delivery Adder	[redacted] per MMBtu reflecting Seller's variable costs for delivery to Buyer's facility

Volume Variances and Pricing for Commodity Gas	If the monthly price for Commodity Gas is an index price plus Marketer's Basis Charge, then Seller shall bill Buyer for the Purchase Price per MMBtu for all deliveries up to and equaling 110% of the monthly Contract Quantity. For all deliveries exceeding 110% of the monthly Contract Quantity, the purchase price per MMBtu shall be equal to the average of daily prices for the delivery month as posted in Platt's Gas Daily under Algonquin City Gate Midpoint plus the applicable Marketer Basis Charges for such month. For avoidance of all doubt, marketer's basis charge / mmbtu of gas , for the concerned month, shall remain same irrespective of monthly delivery quantity. If delivery quantities are below 90% of the Contract Quantity for such month, the Seller will a) bill the Buyer 90% of Contract Quantity multiplied by the Commodity Gas index price plus Marketer's Adder and b) issue a credit for the difference between 90% of Contract Quantity and monthly delivery quantity multiplied by 90% of average of daily prices for the delivery month as posted in Platt's Gas Daily under Algonquin City Gate Gas Daily Average If the Purchase Price per MMBtu is a negotiated fixed price confirmed via a Transaction Confirmation, then the Purchase Price per MMBtu and any variances shall be dictated by such Transaction Confirmation.
Contract Quantity	Buyer shall communicate final Monthly Contact Quantity, including zero quantity, to Seller no later than 10 days prior to each delivery month. In the event no adjustment is made then the following shall be the Monthly Contact Quantity for each month: [redacted]
Winter Option	The Seller may choose to offer gas supply at prevailing market prices to Buyer during the Winter Period (November 16th to March 31st). If Buyer elects to purchase such gas, a Transaction Confirmation will be generated to capture the relevant terms of sales, but such price shall not include a Monthly Reservation Fee.
Liquidation of Commodity Gas during Force Majeure	During any Buyer Force Majeure Period, the Seller will be responsible for reselling or liquidating any supply arrangements to support the obligations under this agreement at the then prevailing market conditions. Buyer will only be responsible for 100% the Monthly Reservation Fee during such Force Majuere periods. In the event of a Force Majeure, as declared by Seller, the Buyer's obligation to pay the Monthly Reservation Fee shall be reduced on a prorate basis for the period the Seller declared Force Majeure is in effect.
Equipment Purchase	[redacted]

	[redacted]
Title & Risk of Loss	Title and risk of loss shall pass from Seller to Buyer at the Delivery Point.
Equipment	Seller shall provide a regulator skid, manifold and attachments conforming to the specifications required to meet Buyer's Contract Quantity for the Delivery Period as set forth in Exhibit B, "CNG Equipment and Maintenance".

ALL TERMS AND CONDITIONS INCLUDED IN THIS CONTRACT SHALL APPLY TO EACH SALE AND DELIVERY OF PRODUCT BY SELLER TO BUYER (1) UNDER THIS CONTRACT AND HEREAFTER (2) WHETHER OR NOT UNDER A WRITTEN CONTRACT. In the event of conflict between "Summary of Base Terms" and "Exhibit A", Summary of Base Terms shall prevail.

EXHIBIT A – TERMS AND CONDITIONS.

Compressed Natural Gas Master Agreement Terms and Conditions

Capitalized terms used herein without definition have the meanings given in the Summary of Base Terms to which these Terms and Conditions are attached and incorporated therein.

1. Transactions: The terms of this CMA apply to all end-use sales of compressed natural gas ("Gas" or "Commodity"), by Seller to Buyer. This CMA (the "Agreement") is the entire understanding between Parties and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: The Parties' obligations under this Agreement are firm. Seller is obligated to provide, and Buyer is obligated to purchase and receive the Contract Quantity of Commodity in accordance with the terms of this Agreement.

3. Purchase Price: Buyer will pay the Purchase Price. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Buyer and Seller mutually agree that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is agreed in writing by both Parties. If Seller in good faith, concludes that a change in any Law(s) materially increases Seller's costs, the Purchase Price may, upon mutual written agreement of the Parties, be adjusted to reflect such actual and documented costs.If the Parties are unable to reach agreement on a price increase to offset the increased cost to the Seller due to a change in Law, either Party may seek remedy under Section 6, Disputes. "Law(s)" mean all tariffs, laws, orders, rules, taxes and regulations. Beginning on the 3rd anniversary of the commencement of the Delivery Period of the Agreement, the Service Adder shall be subject to annual adjustment based on increases only in the Producer Price Index For Final Demand (as published by the Bureau of Labor Statistics) over the prior year period, as published annually by the Bureau of Labor Statistics.

4. Billing and Payment: Not more than 5 days after the conclusion of any month the Seller will invoice Buyer for all delivered Gas pursuant to this Agreement. Payment shall be due and payable within 25 days after the date of such invoice. If the Actual Quantity cannot be verified by the time the invoice is issued, the invoice will be based on Seller's good faith estimate of the Actual Quantity and adjusted for the Actual Quantity by a credit or charge, as applicable, in the next invoice for which the Actual Quantity is available (which shall in no event be in excess of 60 days after invoice issuance). . Seller will adjust Buyer's account following (i) confirmation by Seller of the Actual Quantity or (ii) any adjustment to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account.

5. Taxes: Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. Disputes: If either Party in good faith disputes amounts owed under Sections 3, 4, 5 or 8 the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement, subject to Section 18 below In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, NY.

7. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. Force Majeure: A Party claiming Force Majeure will be excused from its obligations under Section 2 to the extent its failure to perform is caused by a Force Majeure event as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible.

(i) "Force Majeure" means that in the event either Party is rendered unable, wholly or in part, to perform its obligation under the Agreement (other than to make payments due hereunder) due to acts of God, floods, fires, explosions, extreme heat or cold, earthquake or storm, the closure or impassability of any local, state or federal road or highway, strikes, lockouts or other industrial disturbances, wars, acts of terrorism or sabotage, accident or breakage of equipment or machinery, failure of transporters to furnish transportation, failure of suppliers to furnish supplies, non availability of shipping containers , or any law, rules, order or action of any court or instrumentality of the federal or any state government, or for any other cause or causes beyond its reasonable control. It is agreed that on such Party's giving notice and full particulars of such force majeure to the other Party, the obligations of the Party giving such notice shall be suspended from the date of receipt of such notice and for the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

(ii) Force Majeure does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure, and shall not apply to those events merely making it more difficult or costly for Seller or Buyer to perform their obligations hereunder.

9. Failure to Deliver: [redacted]

10. Exclusivity: During the term of this Agreement, Buyer shall grant Seller the exclusive right to deliver CNG to Buyer's facility, provided that Seller is not in default of this Agreement. It is understood between the parties that this exclusive right to deliver CNG is waived for any deliveries of CNG from an alternative supplier required by Buyer due to Seller's failure to deliver.

11. Default: "Default" means: **(i)** failure of either Party to perform its obligations hereunder, including failure to make payment by the applicable due date and the payment is not made within ten (10) days of a written demand; **(ii)** either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or **(iii)** failure of either Party to satisfy any representations and warranties applicable to it contained in this agreement, including Section 13A or 13B, Section 18and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity **(a)** files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, **(b)** makes an assignment or any general arrangement for the benefit of creditors, **(c)** otherwise becomes bankrupt or insolvent, however evidenced, **(d)** has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, **(e)** has a secured party take possession of all or any substantial portion of its assets or **(f)** is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger.

12. Remedies: Excluding a party's indemnification obligations set forth in Section 14 below and in no way in limtitation of the liability with respect thereto, in the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; or (iii) commence negotiation with defaulting party to calculate a settlement amount as set forth below (the "Settlement Amount") for Seller and Buyer respectively; Any agreed upon Settlement Amount due from the defaulting Party to the non-defaulting Party shall be paid within thirty (30) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate.

[redacted]

[redacted]

incurred for collection of any Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: **(a)** it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; **(b)** the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and **(c)** it is not Bankrupt.

B. Buyer represents and warrants that: **(a)** it is not a residential customer; **(b)** it will immediately notify Seller of any change in its ownership; **(c)** execution of this Agreement authorizes service for the Delivery Period and any Renewal Term; **(d)** no oral communication, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; **(e)** if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and **(f)** (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, historical/projected usage, time of use, hours of operation, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for Buyer's release of such usage information to Seller but does not authorize release of information in violation of confidentiality provisions; and (iii) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: **(a)** this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); **(b)** this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; and **(c)** Seller is not a "utility" as defined in the Code.

14. Indemnification and Limitation of Liability:

(a) Both parties shall release, indemnify, and hold the other, its affiliates, and their officers and employees harmless from any and all claims, losses, liabilities, and expenses (including reasonable attorney's fees and costs of defense) in any way arising out of or [redacted]

(b) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

15. Insurance: Both parties agree at all times during the term of this Agreement to carry adequate insurance, but in no event less than five million dollars ($5,000,000) general liability insurance, covering all such liability and contractual obligations, and upon request shall furnish the requesting party evidence satisfactory to it of such insurance. In addition, Seller shall at all times maintain automobile liability insurance with at least $500,000 combined single limit. Seller will include Buyer as additional insured and Seller's insurance shall be primary and non-contributory. Either party shall provide the other with not less than thirty (30) days prior notice of any termination of any such policy. Seller shall cause its Carriers who will be accessing the buyer's site in connection with this Agreement to carry and maintain, at is sole expense, with reliable insurance companies acceptable to the Buyer's guidelines and authorized to do business in the state or area in which services are provided, carry at least the minimum insurance coverage as required by Buyer's site operations.

16. Security: In the event either party has a good faith reason to believe the other party will be unable to fulfill its obligations pursuant to this Agreement, such Each party may reqest and the other party shall provide shall annually provide on request from the other its most recent set of audited financials from the start of the Delivery Period. In the event that either party has a reasonable concern with respect to the credit worthiness of the other party after review of the annual financial statements and prior period payment history, the concerned party may submit such financial statements to an independent third party for evaluation of solvency. If the third party determines the Buyer insolvent, then on written notice to the Buyer, Seller may request security (cash or letter of credit) for up to one month of expected deliveries. A party may have access to information that the disclosing party considers confidential and proprietary. Confidential Information includes the terms of this Agreement and any information obtained in its performance under this Agreement, including visiting or working at Buyer's facilities (collectively, "Confidential Information"). Confidential Information does not include information that (i) is in receiving party's possession without restriction on disclosure before disclosing party discloses it to receiving party; or (ii) becomes generally known to the public not due to any unauthorized act or omission of the receiving party. Receiving party must not use Confidential Information, directly or indirectly, for its own benefit or for the benefit of any other person. Unless disclosure is required by governmental or judicial process, or is required for performance under this Agreement, or unless the receiving party has received the disclosing party's express prior written consent, for ten (10) years after disclosure, the receiving party must not use, publish, or disclose, directly or indirectly, any Confidential Information to any third party. Receiving party must ensure that confidentiality is maintained by its employees, subcontractors, and agents, and shall exercise the same degree of care that it exercises with respect to its own confidential information (but in no event less than a reasonable degree of care) to prevent its disclosure to any third party. If receiving party is required by governmental or judicial process to disclose any Confidential Information, it must give disclosing party prompt written notice so that the receiving party may seek appropriate legal protection for its Confidential Information. Immediately upon the assignment, termination, or expiration of this Agreement, or upon disclosing party's request, receiving party must return disclosing party any confidential information in receiving party's possession or in the possession of its agents, employees, or subcontractors.

17. Measurement: The quantity of Gas delivered to the Delivery Point shall be measured by means of a revenue grade meter consistent with industry practice. Buyer shall be invoiced for the actual number of dekatherms of Gas recorded by the meter at the Delivery Point. Seller shall have the obligation to perform meter testing and calibration in strict accordance with the manufacturers recommended maintenance procedures, such testing to be performed during regular business hours on at least two (2) days prior notice to Buyer.

If the Buyer elects to install sub-metering downstream of the Seller's meter, and in the event of a discrepancy between Buyer and Seller meter results for the same period of time that leads to a billing question, either party may request the other to verify its meter. In the event a meter is found to be inaccurate by recording results in excess of 2% of actual volume, the owner of the inaccurate meter will pay for the calibration and invoicing will be adjusted to correct any inaccuracy. If the recalibrated meter is within 2% of actual volume, the party requesting the calibration pays for the calibration and invoicing for any previous period in question shall not be changed. As a requirement for requesting a calibration, the requesting party must be able to demonstrate that its own meter has been maintained according to all manufacturer recommended maintenance procedures or as required by the state of New York for gas meter applications during the period of time that any metering accuracy is in question.

If the period of such error is not known definitely or agreed upon, the Parties agree that Seller truck delivery logs for the period in question provide an audit record acceptable for invoicing. Buyer may witness all testing and gauging; provided however, if no representative for Buyer is present, Seller's measurement and/or determination of quantity shall be final. Seller must keep accurate records of transactions with Buyer in sufficient detail to enable Buyer to determine the amounts that it should have been charge under this Agreement, and must keep such records for at least 24 months after termination of this Agreement. At a reasonable time and upon reasonable notice Buyer may audit Seller's records.

18. Other: **(a)** The parties acknowledge that the purchase and sale of natural gas contemplated by this Agreement is to be made to Buyer in New Brunswick, Canada and the parties must comply with all laws and regulations, including those of of New Brunswick, Canada with respect thereto. This Agreement is governed by the law of the State of Massachusetts without regard to any conflict of rules doctrine. **(b)** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbiration rules. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be New York, New York. The language to be used in the arbitral proceedings shall be English. **(c)** No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. **(d)** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims, (iv) it will comply with all applicable laws and regulations in performance of its obligations hereunder; (v) the Commodity will comply with the agreed upon specifications; and (vi) Seller will render any services in a good and workmanlike manner in accordance with generally accepted industry standards. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. **(e)** All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Seth Berry, 300 Brickstone Square, Suite 1005, Andover, MA 01810. and if to Buyer, a copy delivered to Kevin Mcintosh , Purchase Manager , AV Nackawic, 103 Pinder Road, Nackawic, NB , E6G 1W4, Canada **(g)** No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. **(h)** Either Party may assign this Agreement with 90 days' notice to the other Party subject to consent, which shall not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. **(i)** This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. **(j)** Any capitalized terms not defined in this CMA shall have the meaning set forth in any applicable rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. **(k)** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. **(l)** Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. **(m)** Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties.. **(n)** Neither Party shall disclose the terms of this Agreement, without prior written consent of the other party, to any third party, other than the Party's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that a Party that receives a demand for disclosure pursuant to court order or other proceeding will first notify the other Party, to the extent practicable, before making the disclosure. Time is of the essence in Seller's performance of its obligations under this Agreement. Seller is acting under this Agreement as an independent contractor, and nothing contained in this Agreement may be interpreted or construed to create any relationship of employment, partnership, joint venture, or agency. Seller may not subcontract any of its obligations under this Agreement without Buyer's prior written consent. This Agreement binds and benefits the parties and their respective representatives, successors, and permitted assigns. During the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement either of the party must not interfere with other parties relatinoships with its employees or with its independent contractors, agents or consultants.

EXHIBIT B – CONSTRUCTION, COMMISSIONING and MAINTENANCE

As conditions to the delivery of Gas (also referred to herein as "CNG") to the Buyer under this contract,

1. **SITE PREPARATION & PERMITTING:**

   a. Buyer will be responsible for design, engineering and construction work to construct a 3-trailer unloading site (the "Site") for the installation of Seller's equipment and delivery of CNG to the Buyer.

   b. Buyer shall be required to reasonably prepare the Site, including ensuring that the Site is cleared, level, secured by fencing, and provided with utilities including electric, data, and an interconnect with any controls systems Buyer requires the CNG delivery system to interface with, as well as an access point equipped with a piping flange interconnect capable of coupling with Seller's skid. Except to the extent of damage caused by Seller or its agents/Carriers, all costs of preparing and maintaining the Site shall be borne by the Buyer.

   c. Seller shall provide reasonable engineering support and site layout recommendations to the Buyer. Seller shall review and approve the Site design prior to construction, consistent with minimum setbacks and other requirements per NFPA 52.

   d. Seller shall be responsible for all permits required for the installation and operation of the CNG Equipment provided however that Buyer shall be responsible for all permits related to land use, air, and environmental.

2. **CNG EQUIPMENT:**

   a. Seller shall provide a package of skid-mounted equipment ("CNG Equipment") at the Buyer site to serve as a delivery trailer connection and unloading point for the Seller. The equipment shall be connected via piping to the flange as provided by the Buyer at the site as the point of delivery for natural gas, and capable of delivering CNG to the Buyer Facility at a maximum rate of 85 SCFH.

   b. The CNG Equipment is expected to conform to the following general specifications:

      i. Manifold connections allowing for 3 CNG delivery trailers with hose connections compatible with delivery trailers.

      ii. Heater(s) sized to support proper intermediate temperatures as well as final delivery temperature of the gas stream. Heating must be sufficient to prevent cold temperatures and possible hydrate formation downstream of regulator.

      iii. 2-stage primary pressure step-down regulation with over-pressure protection. Custody transfer metering to be provided on outlet of skid. Meter shall be a custody grade meter with capability to interface with control system.

      iv. Safety systems to include gas and flame detection. Methane detection system to be included with process skid. Flame detector located along truck loading area. Flame detectors coverage area shall include the connection end of the transports and the process skid. Detectors will input alarms and faults into the control system.

      v. Control system required to monitor key process conditions, switch trucks when empty, provide emergency shutdown, and remotely communicate system condition. System shall have a method to transmit data or screen control to remote site for customer monitoring.

c. During the Delivery Period the Seller shall be responsible for all maintenance and support for the CNG Equipment. Failure to matinain the CNG Equipment in a manner sufficient to permit delivery shall be a Seller act of default

3. INSTALLATION & COMMISSIONING:

a. Seller shall review the completed Site prior to installation to evaluate and confirm that the Site was built to the approved design and specifications. Determination of whether the Site is suitable for installation shall be on mutual agreement. Upon acceptance of the Site, Seller shall install the CNG Equipment.

b. Seller shall deliver and unload its equipment to the Service Location prior to the Effective Date. Buyer will provide and allow for storage of that equipment as needed at no charge.

c. Seller will be responsible for connecting its equipment to existing utilities. Once the CNG Equipment is connected, Seller and Buyer will initiate gas flow. Controls and safety systems will be tested during commissioning period prior to commencing operation.

4. SITE MAINTENANCE:

a. For the duration of the Agreement, all site maintenance, including but not limited to snow removal, and all costs related to the upkeep of the site and its ingress and egress shall be borne by the Buyer. Failure to maintain the site in a manner sufficient to permit delivery shall be a Buyer act of default.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

BUYER: AV Group NB Inc	**SELLER: Xpress Natural Gas LLC**
By: DocuSigned by: Vishnu Sharma 45DD158F320D4BC...	By: DocuSigned by: Seth Berry E813E4C0A7C747D...
Name: Vishnu Prakash Sharma	Name: Seth Berry
Title: Global Head – Sourcing and Logistics	Title: Chief Administrative Officer