

TERMINATION AGREEMENT

AND

MUTUAL RELEASE

THIS TERMINATION AGREEMENT AND MUTUAL RELEASE (the "Agreement") is entered into this _____ of _____, 2025 (the "Effective Date"), between **Marion County**, a political subdivision of the State of Florida ("County") and **G2 Energy (Marion), LLC**, a Florida Limited Liability Company ("Firm"). County and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, County and Firm entered into a Landfill Gas Rights Agreement dated September 18, 2007, as subsequently amended (the "LGR Contract"), pursuant to which Firm agreed to monetize landfill gas extracted from County's Class I Municipal Solid Waste landfill, known as the Baseline Landfill, located at 5601 SE 66th Street, Ocala, Florida (hereafter, "County's Landfill") and pay royalties to County pursuant to the terms and conditions as more fully set forth in the LGR Contract, as amended; and

WHEREAS, County and Firm subsequently entered into an Agreement dated January 9, 2017 (the "Services Contract"), pursuant to which Firm agreed to perform routine and emergency maintenance, repairs and replacement services respecting the Landfill Gas Collection System Firm installed at County's Landfill pursuant to the terms and conditions as more fully set forth in the Service Contract, as amended; and

WHEREAS, the purposes of the LGR Contract and Service Contract are no longer economically viable and profitable for the Firm and the Parties, wishing to declare the frustration of said purposes, agree that it is in their respective best interests to enter into this Agreement, whereby, for the consideration specified herein, the Parties mutually desire to simultaneously terminate and release one another from the LGR and Service Contracts (the "Contracts") pursuant to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **Termination of the Contracts.** The Parties mutually agree that the Contracts are hereby cancelled, terminated and are null and void effective November 1, 2025 (the "Termination Date"). Upon the Termination Date, the Contracts shall have no further force or effect, including the mutual indemnity provisions set forth in Section 10 of the LGR Contract, which the Parties specifically and unambiguously intend shall not survive termination.
2. **Consideration.** Each party acknowledges and agrees that it has already received all payments and amounts owed from the other Party under the Contracts and that no

additional consideration of any kind is due from the other Party with respect to the Contracts.

3. **Effect of Termination on Contracts.** Any and all transactions completed by the Parties under the Contracts prior to the Termination Date shall remain in full force and effect and shall not be revoked or adversely effected as a result of the termination of the Contracts or this Agreement.
4. **Fees and Expenses.** As provided in Section 2 herein, each Party shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the termination of the Contracts, this Agreement and the consummation of the transactions contemplated hereby. In that regard, Firm unconditionally waives any charges against County arising under the terminated contracts or by reason of such termination, including, without limitation, all obligations of County to make further payments or to carry out any further undertakings under the terminated contracts. County acknowledges that Firm has no obligation to perform further work or services under the terminated contracts except as provided in Section 8 herein.
5. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under the Contracts to any third party or person. Each Party represents that the execution and delivery of this Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.
6. **No Admission of Liability.** County and Firm expressly agree and acknowledge that their entering into this Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wrongdoing with respect to the Contracts.
7. **Cooperation between the Parties.** Each Party shall fully and timely cooperate and exchange information with respect to planning, coordination and performance of this Agreement, including the sharing of schedules and updates on Federal Energy Regulatory Commission permits, interconnect agreements, the Title V permit, and testing results. The Parties agree to execute, acknowledge and deliver such further documents that may reasonably be required to effectively perform this Agreement, evidence termination of the Contracts and to release all obligations and liabilities of the Parties thereunder.
8. **Removal and Restoration Schedule:**
 - A. Pursuant to Section 12 of the LGR Contract, the Generating Station and other installed equipment shall remain the personal property and/or responsibility of Firm. Within ten (10) months after the termination's Effective Date, the Firm shall remove or cause to be removed the above ground portion of Firm's equipment and to permanently seal and cap all openings for pipes or equipment left on Site in accordance with the currently applicable industry standards, applicable laws, and permits issued to Marion County. The below ground portions of the Generating Station, including foundations, if any, shall become the personal property and

responsibility of County, and Firm shall have no further responsibility with respect to such below ground portions.

- B. County will assume responsibilities currently performed under the Service Contract within sixty (60) days after the termination's Effective Date. The County will pay the Firm for services rendered at the current contract rates until that time.
9. **Mutual Release of Liability.** Except for the obligations expressly set forth in this Agreement, each party hereto, for themselves and for their respective agents, assigns and representatives, hereby discharges and releases each other and their respective agents, assigns, and representatives from any and all claims, causes of action, demands, obligations and liabilities arising from or relating to the terminated Contracts and this Agreement.
10. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in the Circuit Court located in Marion County, FL. Both Parties hereby submit to the exclusive jurisdiction and venue of such court. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
11. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third-party beneficiaries to this Agreement. Each Party acknowledges and agrees that it fully understands the provisions set forth in this Agreement and their effect, and that each Party is voluntarily entering into this Agreement.
12. **Severability.** If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
13. **Construction.** The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation.
14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.
15. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

- A. Notices required to be served upon Firm must be served via certified mail, return receipt requested, to:

G2 Energy (Marion) LLC
875 W. McGregor Court, Boise, ID 83705
Tel. 352-245-2634
Email: mark@g2energy.com

- B. Notices required to be served upon County must be served via registered or certified mail, postage prepaid, return receipt requested, to:

Mark Johnson, Director
Marion County Solid Waste
601 SE 25th Ave., Ocala, FL 34471
Tel. 352-671-8492
Email: mark.johnson@marionfl.com

With copy to:
Office of the County Attorney for Marion County, FL
601 SE 25th Ave
Ocala, FL 34471

- C. Substitution or replacement of the contact information or the name of the contact above may be made by either Party upon serving written notice to the other Party without requiring an amendment to this Agreement.

16. Entire Agreement; Modification. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth herein.
17. Attorneys' Fees and Costs in Enforcement of the Agreement. If either Party incurs any legal fees and/or costs and expenses in any proceeding to enforce the terms of this Agreement or any of its rights provided hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and any court, arbitration, mediation, or other litigation expenses from the other Party.
18. Severability. If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, the invalid or enforceable provision will be considered severable from the remainder of this Agreement and will not cause the remainder of this Agreement to be invalid or unenforceable. In such event, if necessary or

applicable, the Parties will reform this Agreement to replace the stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

19. Waiver. Any waiver at any time, by either Party, of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, will not be deemed a waiver with respect to any subsequent default or other matter.

Remainder of Page Intentionally Left Blank. Signature Page Follows.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date set forth below.

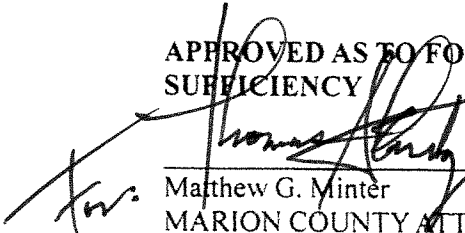
ATTEST:

MARION COUNTY, a political subdivision
of the State of Florida

Gregory C. Harrel, Clerk of the Court

By: Kathy Bryant, Chairman Date

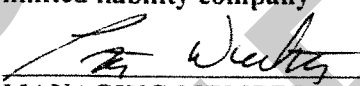
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

 _____
Matthew G. Minter Date
MARION COUNTY ATTORNEY

ATTEST:

G2 ENERGY (MARION), LLC, a Florida
limited liability company

OFFICER OF CORP

 _____
MANAGING MEMBER Date