

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 15, 2022**

OPAL Fuels Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation)

001-40272

(Commission File Number)

98-1578357

(IRS Employer Identification No.)

**One North Lexington Avenue, Suite 1450
White Plains, New York**

(Address of principal executive offices)

10601

(Zip Code)

Registrant's telephone number, including area code: **(914) 705-4000**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A Common Stock, par value \$.0001 per share	OPAL	The Nasdaq Stock Market LLC
Warrants, each whole warrant exercisable for one share of Class A Common Stock	OPALW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

UPS Agreement

On December 15, 2022, OPAL Fuels Inc. (the “**Company**”) announced its entry into a long-term agreement with UPS (“UPS Agreement”) pursuant to which the Company will provide operations and maintenance services to 51 UPS renewable natural gas dispensing stations across the United States. Under the terms of the agreement, the Company will receive an amount based on an agreed price per gas gallon equivalent (“**GGE**”) dispensed at each station.

FM3 Credit Agreement

Also, on December 19, 2022, Fortistar Methane 3 LLC (“**FM3**”), an indirect subsidiary of Opal Fuels Inc. (the “**Company**”), which is the borrower under that \$150 million Second Amended and Restated Credit Agreement, dated as of September 21, 2015, as amended (as so amended, the “**FM3 Credit Agreement**”), provided by a lender group led by MUFG Union Bank Ltd, as administrative agent, and guaranteed by certain direct subsidiaries of FM3, and Opal Fuels LLC (“**Opal Fuels**”), a direct subsidiary of the Company, and the other parties to the FM3 Credit Agreement entered into that Omnibus and Consent Agreement (the “**FM3 Amendment**”). The FM3 Amendment amended the FM3 Credit Agreement, among other things, to (a) extend the maturity date of the obligations thereunder from December 20, 2022 to March 20, 2023, (b) permit Opal Fuels to purchase the rights and obligations of certain exiting lenders at par, (c) prepay a portion of the outstanding loans made by the remaining lenders and (d) permit the release of certain project company subsidiaries of FM3 from the collateral securing the obligations under the FM3 Credit Agreement. Upon consummation of the FM3 Amendment, Opal Fuels holds approximately \$45 million of the outstanding loans under the FM3 Credit Agreement as an affiliate lender.

The foregoing descriptions of the UPS Agreement and FM3 Credit Agreement are qualified in entirety by reference to the UPS Agreement and FM3 Credit Agreement, which are filed as Exhibit 10.1 and 10.2, respectively, to this Current Report on Form 8-K and is incorporated by reference herein.

Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the federal securities laws, including statements regarding the expected acceptance by the Company of all validly tendered warrants for exchange, the closing of the Offer and Consent Solicitation, and the consummation of the Post-Offer Exchange. These forward-looking statements generally are identified by the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “intend,” “strategy,” “future,” “opportunity,” “plan,” “may,” “should,” “will,” “would,” “will be,” “will continue,” “will likely result,” and similar expressions, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements are predictions, projections, and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events to differ materially from the forward-looking statements in this Current Report on Form 8-K, including, but not limited to those described under the section entitled “Risk Factors” in the Company’s Registration Statement on Form S-4, filed November 18, 2022, as such factors may be updated from time to time in the Company’s periodic filings with the SEC, which are accessible on the SEC’s website at www.sec.gov.

New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this Current Report on Form 8-K may not occur and actual results could differ materially and adversely from those anticipated.

Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and we assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events or otherwise. We do not give any assurance that we will achieve our expectations.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
10.1	Service Contract Agreement , dated December 15, 2022, by and between OPAL Fuels Inc. and United Parcel Service Oasis Supply Corporation
10.2	FM3 Credit Agreement , dated December 19, 2022, by and between Fortistar Methane LLC, OPAL Fuels LLC and a syndicate of lenders led by MUFG Union Bank N.A. as administrative agent.
104	Cover Page Interactive Data File (Embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 21, 2022

OPAL Fuels Inc.

By: /s/ Ann Anthony

Name: Ann Anthony

Title: Chief Financial Officer

[*] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

SERVICE CONTRACT AGREEMENT
(“Agreement”)

United Parcel Service Oasis Supply Corporation (“Owner”)

Bill to BaSE:

Address: 55 Glenlake Parkway, NE
Atlanta, GA 30328

UPS Contact Name and Phone Number: Mike Chavez (404) 828-6906

Email Address: Mchavez@ups.com

Contractor Name: Opal Fuels (“Contractor”)

Address: 10225 Philadelphia Ct
Rancho Cucamonga, CA 91730

Contact Name and Phone Number: Scott Edelbach (813) 545-1343

Email Address: Sedelbach@opal_fuels.com

Address of Work to be Performed: Multiple Locations. See attached Rider for site list

Owner and Contractor agree that Contractor shall perform Work at one or more Owner locations (if applicable, a list of Owner locations is attached on a Rider and made a part of this Agreement).

Work to Be Performed (“Work”):

CNG Station Operations & Maintenance (OM) and Life Cycle replacement of equipment ("Work") see attached Rider for detailed scope of work. Additional work is to be authorized in advance by Owner’s Buildings and Systems Engineering (BaSE) representatives. Individual purchase orders, work authorizations or Riders in conjunction with this Agreement shall define the scope of Work.

Date Work to Start and Date Work to be Completed:

This Agreement shall be for a period of ten (10) years commencing on January 1, 2023 and shall be automatically renewed for 5 years at the end of the agreement term until terminated in writing ninety (90) days prior to expiration date by either party. The date for commencement and completion of Work assigned by this Agreement, individual purchase orders, or work authorizations shall be as specified therein, time being of the essence of this Agreement. This Agreement may be terminated by either party upon the other party’s material breach, and failure to cure such breach within seven (7) days written notice to the breaching party.

Price:

Operations & Maintenance (OM) and Life Cycle replacement of equipment cost \$[*] per GGE of station throughput, to be billed monthly per individual site. Annual adjustment to be 2% for the Agreement term. If an additional Owner location is added to the Rider, then the Price for such station shall be at the then-prevailing rate. Labor: \$[*] per hour. Materials: Cost plus [*]%. In no case shall the amount billed to Owner by the Contractor exceed the amount specified in each individual purchase order, or work authorization, this Agreement or Rider. In addition, Contractor will not charge Owner any federal, state or local taxes, including excise, sales and use taxes, in accordance with paragraph 1 of the General Conditions.

Payment Terms: All invoices shall (a) reference the assigned project or work location and Appropriation number (if applicable); (b) be itemized and substantiate all charges; and (c) include all delivery, installation, transportation and freight. Contractor shall submit its invoices to the Owner in electronic form using Owner’s processes, at Owner’s sole discretion. All invoices will be accumulated for a period commencing on the 14th day of a month and ending on the 13th day of the following month (“Accumulation Period”). All invoices that are received and approved for payment in an Owner-approved e-invoicing system will be included in the current Accumulation Period. Provided that the invoices conform to the requirements of this Agreement, Owner will pay the invoices collected during the Accumulation Period within thirty (30) days from the end of the Accumulation Period. Any early payment discounts allowable under this Agreement, a purchase order or Rider will be calculated from the last day of the applicable Accumulation Period. Nothing in this provision will preclude Owner and Contractor from agreeing upon other payment discounts, which may be offered through Owner’s e-invoicing and electronic payment systems. Contractor shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting practices, to substantiate Contractor’s charges and expenses. Owner’s required method of payment is via electronic transfer of funds.

General Conditions: See Attached. The General Conditions on the attached page and each purchase order, or work authorizations issued by Owner to the Contractor shall apply to this Agreement hereunder as fully as if repeated word for word therein. If applicable, a Rider is attached and made a part of Agreement by reference.

IN WITNESS WHEREOF, they have executed this Agreement the below day and year written.

Contractor: Owner: United Parcel Service Oasis Supply Corporation

By: s/ Scott Edelbach **By:** s/ Jeff Moats
Signature Signature

_____ Scott Edelbach

Print: Title: Date:

Jeff Moats

Print: Title: Date:

Executive Vice President

Sr. Staff Manager 12/13/2022 |

12/15/2022 | 8:08 AM MST

11:41 AM PST

GENERAL CONDITIONS

1. Contractor agrees to provide all labor, supervision, materials, supplies, equipment, transportation, tools, permits, and services for the Work to be performed. Contractor will not charge Owner any federal, state or local taxes, including excise, sales and use taxes. To the extent that Contractor is deemed under state law to be a seller of taxable materials or labor, Contractor acknowledges that such taxable materials and/or labor will be purchased by Owner for resale and that Owner will provide Contractor with a state sales and use tax resale certificate. Accordingly, Contractor will not charge sales or use tax to Owner. Owner acknowledges, in such instances, that it will charge the appropriate sales or use tax upon resale of the Work. To the extent that Contractor is deemed under state law to be the final user or consumer of materials supplied under this Agreement, Contractor shall pay all such taxes and any resale certificate supplied by Owner to Contractor will not apply to such materials.
2. Contractor's Work shall comply with all applicable laws, regulations, ordinances, building codes, and requirements of federal, state and local governments or agencies having jurisdiction of the Work to be performed. Contractor warrants that its employees are eligible to work in the United States. Contractor agrees to complete and regularly review Federal I-9 verification forms for its employees. Contractor warrants that no individual who is ineligible to work in the United States will perform work for Owner under this Agreement.
3. Prior to the commencement of the Work, and as necessary thereafter, Contractor shall provide Owner with Safety Data Sheets (SDSs, formerly Material Safety Data Sheets) for all products and chemicals to be used by Contractor on site, incorporated into the Work, or required for the installation of the Work. Contractor shall ensure that its employees and subcontractors (as may be permitted under this Agreement) perform in a safe and professional manner. Contractor agrees to abide by all terms, conditions and procedures set out in the *UPS Facility Access Policy for Vendors* which is incorporated by reference into this Agreement and to comply with all on-property requirements as may reasonably be requested by Owner to ensure safe and secure operations.
4. Contractor shall take all necessary precautions for the safety of persons and the protection of the Work and adjoining property. Contractor shall comply with all applicable provisions of federal, state and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard) and NFPA 70E (National Fire Protection Act/Standard for Electrical Safety in the Workplace).
Contractor shall institute and comply with fall protection safety guidelines. Such fall protection safety guidelines shall at a minimum establish procedures and safety requirements that will ensure that Contractor's personnel are adequately protected when performing services at distances of four feet or more from the ground or when working over dangerous equipment and machinery.
5. All Work shall be free from defects and performed in the most workmanlike manner and according to the best standard practices; all materials and equipment shall be new, unless otherwise specified, and of first class quality; and all Work, materials and equipment shall be unconditionally guaranteed for one (1) year from the date of completion and acceptance or such longer period of time as may be offered by the suppliers and manufacturers of the materials and equipment. Contractor shall arrange for the Owner to have the benefit and right to enforce all extended and additional warranties provided by the suppliers and manufacturers of the materials and equipment incorporated into the Work. All Work shall be timely performed, time being of the essence of this Agreement.
6. Contractor shall invoice monthly.
7. To the fullest extent permitted by the law of the state of the location of the Work, Contractor waives the right to file a mechanic's lien. If the law of the state of the location of the Work does not prohibit pre-lien waiver of construction or mechanic's liens, Contractor shall indemnify Owner against all liens filed by Contractor performing the Work. Regardless as to whether the law of the state of the location of the Work prohibits pre-lien waiver of construction or mechanic's liens, Contractor agrees and shall indemnify Owner against all claims or liens related to the Work made or submitted by any of Contractor's subcontractors, suppliers, material suppliers or any of their respective employees related to the Work. Indemnity obligations under this paragraph shall include indemnification of costs and attorneys' fees.
8. Contractor shall purchase and maintain: Workers' Compensation insurance in at least the minimum limits as required by law of the state of the location of the Work; Employer Liability limits in the following minimum amounts of liability: \$1,000,000 each accident, \$1,000,000 disease/policy limit, and \$1,000,000 disease, each employee; Commercial General Liability insurance with a minimum combined single limit of \$1,000,000 or a minimum combined single limit of \$5,000,000 if Work is being performed at an airport gateway facility (unless the airport authority requires a higher limit), and Automobile Liability insurance with a minimum limit of \$1,000,000, or a minimum limit of \$5,000,000 if Work is being performed at an airport gateway facility (unless the airport authority requires a higher limit). Before commencing the Work, Contractor shall furnish appropriate certificates from its insurance carrier showing the above insurance is in force naming United Parcel Service, Inc., a Delaware corporation and each of its successors, subsidiaries and affiliates as additional insureds bearing the contractual indemnity obligations set forth below. Contractor shall be required to give at least thirty (30) days' notice to Owner of any cancellation, non-renewal or material change to Contractor's insurance. This obligation shall rest with Contractor notwithstanding any reluctance or refusal on the part of Contractor's insurance company to endorse its insurance policies or evidence its certificates of insurance to reflect this contractual obligation. The commercial

General and Automobile Liability policies in this paragraph shall be primary and noncontributory to any coverage carried by the Owner.

9. Contractor hereby assumes the entire responsibility and liability for all Work, labor and materials provided hereunder to the fullest extent permitted by the law of the state of the location of the Work. Contractor shall indemnify and hold harmless Owner against all costs, damages, or liability, including reasonable attorney fees and other costs of defense, arising out of: (a) the performance or nonperformance of this Agreement by Contractor or its subcontractors, materialmen, agents and employees; or (b) injury to or death of any person (including Contractor's employees), or for damage to or loss of tangible property, caused in whole or in part by Contractor's negligence or that of its subcontractors, materialmen, agents, and employees. In the event Contractor makes use of any equipment owned or leased by Owner, Contractor agrees to indemnify and hold harmless Owner against all costs, damages, or liability, including reasonable attorney fees and other costs of defense, arising out of injury to or death of any person (including Contractor's employees), or for damage to or loss of tangible property, caused in whole or in part by Contractor's negligence or that of its subcontractors, materialmen, agents, and employees, as it relates to Contractor's use of Owner's equipment. Contractor shall also indemnify Owner for any liability arising out of Contractor's failure to comply with federal, state or international immigration law. The foregoing indemnity shall not extend to liability for injury to or death of persons or property damage caused by Owner's sole negligence. The foregoing indemnity shall be construed in its broadest sense allowed by applicable state law.
The term Owner as used in paragraphs 7, 8, and 9 shall include Owner, its affiliated companies, including without limitation, United Parcel Service, Inc., a Delaware corporation, its successors, subsidiaries and affiliated companies, and the agents, servants, officers, shareholders and employees of any of the foregoing.
10. Owner may from time to time, by written instructions issued to Contractor, make changes to the Work or the Drawings or the Specifications or issue additional instructions or may require additional Work or direct the omission of Work previously ordered (allowing a credit to the Owner for the costs of such omitted work). The provisions of this Agreement shall apply to all such changes, modifications, additions or deletions with the same effect as if they were embodied in the original Agreement or contract documents, Drawings or Specifications. No extra or additional Work shall be compensated unless authorized by prior written change order from Owner's project engineer.
11. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral, which are not included in the Agreement or the documents incorporated in the Agreement. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If Contractor's proposal or bid is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement, then this Agreement shall govern.
12. By executing this Agreement, Contractor represents that it has examined carefully all the contract documents referenced in the Agreement, acquainted itself with the premises where the Work is to be performed and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work. Contractor acknowledges that the contract documents referenced in the Agreement are sufficient for the proper and complete execution of the Work.
13. Contractor acknowledges that the party signing this Agreement has authorization to sign on behalf of Contractor.
14. Contractor shall provide Owner with a list of all subcontractors performing Work with regard to this Agreement. In no event shall Contractor's use of subcontractors relieve Contractor of its obligations under this Agreement. Contractor shall be fully liable to Owner for the acts or omissions of its subcontractors.
15. Because UPS and UPS Affiliated Companies perform U.S. government contracts and subcontracts, to the extent they are applicable, the Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clauses (in effect at the time this Agreement is executed), which are incorporated by reference into this Agreement to implement provisions of United States laws or Executive Orders.
 - (a) All Subcontracts: **Combating Trafficking in Persons (FAR 52.222-50 and Alternate I, where appropriate)** prohibiting the Contractor from engaging in conduct related to human trafficking and requiring, among other things, that the Contractor take certain affirmative steps to prevent trafficking, including developing and maintaining an anti-human trafficking compliance plan.
 - (b) For agreements exceeding \$2,500 and subject to the Service Contract Labor Standards statute: **Service Contract Labor Standards (41 U.S.C. chapter 67, the Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., FAR 52.222-41)** requiring Contractor to pay service employees not less than the wages and fringe benefits determined by the applicable Department of Labor Wage Determination.
 - (c) For all agreements, regardless of value, that are subject to the Service Contract Labor Standards statute, and are to be performed in whole or in part in the United States: **Minimum Wages Under Executive Order 13658 (FAR 52.222-55)** requiring, among other things, that the Contractor pay covered employees a minimum hourly wage rate, as defined by the Secretary of Labor.
 - (d) For agreements exceeding \$3,000 that include work performed in the United States: **Employment Eligibility Verification (E-Verify) (FAR 52.222-54)** requiring the Contractor to enroll in the E-Verify program and process all new employees and certain existing employees through the E-Verify system.
 - (e) For agreements exceeding \$10,000: **Equal Opportunity** (Exec. Order 11246, **FAR 52.222-26**) requiring, among other things, that Contractor not discriminate against any employee or applicant because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and to annually submit SF EEO-1. **Notification of Employee Rights Under the National Labor Relations Act (Exec. Order 13496, FAR 52.222- 40)** requiring Contractor to

conspicuously post the specific notice identified in the clause regarding employees' rights to organize and bargain collectively.

(f) For all agreements that contain the Equal Opportunity clause: **Prohibition of Segregated Facilities (FAR 52.222-21)** requiring the Contractor to agree not to maintain or provide for its employees any segregated facilities at any of its establishments.

(g) For agreements exceeding \$15,000 unless otherwise exempt: **Equal Opportunity for Workers with Disabilities (Rehabilitation Act of 1973, 29 U.S.C. § 793; FAR 52.222-36; 41 CFR part 60-741)** requiring, among other things, that Contractor not discriminate against any employee or applicant because of physical or mental disability and to have an approved affirmative action plan if applicable.

(h) For agreements exceeding \$25,000 that involve the provision, service, or sale of food in the United States: **Promoting Excess Food Donation to Nonprofit Organizations (Federal Food Donation Act of 2008, 42 U.S.C. 1792, FAR 52.226-6)** encouraging Contractor, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people. (i) For agreements exceeding \$100,000 unless otherwise exempt: **Equal Opportunity for Veterans (Vietnam Era Veterans' Readjustment Assistance Act of 1972, 38 U.S.C. § 4211 and 4212; FAR 52.222-35; 41 CFR part 61-250, part 60-300, and part 61-300)** requiring, among other things, that Contractor not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran regarding any position for which the employee or applicant for employment is qualified, and to have an approved affirmative action plan, if applicable. **Employment Reports on Veterans (FAR 52.222-37)** requiring that the Contractor report, at least annually, the total number of employees by job category that are disabled veterans or certain other protected veterans.

(j) For agreements exceeding \$150,000: **Restrictions on Subcontractor Sales to the Government (FAR 52.203-6, Alternate I)** requiring Contractor to agree it will not enter into any agreement with an actual or prospective subcontractor to restrict sales directly to the Government. **Nondisplacement of Qualified Workers (Exec. Order 13495, FAR 52.222-17)**, requiring the Contractor to offer in good faith, those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(k) For agreements exceeding \$204,000: **Trade Agreements (various bilateral and multilateral trade agreements)** Contractor certifies that the end product delivered under a line item of the agreement is a U.S. made, designated country, Caribbean Basin country, or FTA country end product OR Contractor lists them as other end products along with their country of origin.

(l) For subcontracts that offer further subcontracting opportunities. **Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3), FAR 52.219-8)**, requiring Contractors to agree to award subcontracts to the full extent consistent with efficient contract performance to small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns.

(m) For agreements exceeding \$5,000,000 and a performance period of more than 120 days: **Contractor Code of Business Ethics and Conduct (41 U.S.C. 3509, FAR 52.203-13)**, requiring, among other things, that the Contractor comply with the requirements of the "Mandatory Disclosure Rule" and prepare a written "Code of Business Ethics and Conduct" within 30 days of contract award and make the Code available to every employee engaged in performance of the contract.

(n) For agreements that may involve ocean transportation of supplies: **Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. App. 1241 and 10 U.S.C. 2631, FAR 52.247-64)** requiring Contractor to use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under the contract.

(o) For contracts in the areas of contingency operations outside the United States (Department of Defense Contracts only), combat operations, or other significant military operations: **Contractors Performing Private Security Functions Outside the United States (NDAA FY 2008, Section 862, 10 U.S.C. 2302 Note, FAR 52.225-26)** requiring Contractor to comply with various requirements regarding the use of weapons by personnel, the registration and use of armored vehicles or military vehicles, and the reporting of certain incidents involving the discharge of weapons or the death or injury of personnel.

(p) **In addition to the above requirements, Contractor and any sub-Contractor(s) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit, among other things, discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take certain affirmative actions to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Furthermore, contractors and subcontractors may not discharge or discriminate against employees or applicants for inquiring about, discussing, or disclosing their compensation or that of another employee or applicant.**

(q) To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this Agreement.

SMRH incorporated by

16. This Agreement shall be governed in all respects by the laws of the State of Georgia, excluding its principles of conflicts of law.

17. Contractor shall treat as strictly confidential all information it obtains in connection with this Agreement which (i) is confidential or proprietary to UPS or its customers; (ii) relates to the operations, policies, procedures, techniques, accounts and personnel of UPS; or (iii) is confidential or proprietary to a third party and is in the possession, custody or control of UPS. Without UPS's written permission, Contractor shall not (i) disclose information pertaining to this Agreement or any information obtained through the performance of this Agreement unless required to be disclosed pursuant to applicable law, regulation or legal process; (ii) make any use whatsoever of any photograph, drawing or other representation of a the structure which is the subject matter of this Agreement; and (iii) make any use whatsoever of the corporate or trade name of United Parcel Service of America, Inc., or any of its trademarks in connection with any advertising, promotion, publicity or other printed material. This provision shall survive the termination of this Agreement.

END OF GENERAL CONDITIONS

RIDER TO SERVICE CONTRACT AGREEMENT, COMMENCING ON January 1, 2023 BETWEEN UNITED PARCEL SERVICE OASIS SUPPLY CORPORATION AND OPAL FUELS.

Site List

1. New Orleans, LA	2. Oklahoma City, OK
3. Dallas, TX	4. Denver, CO
5. New Stanton, PA	6. Lenexa, KS
7. Lexington, KY	8. Shreveport, LA
9. Port Allen, LA	10. Richmond, VA
11. Roanoke, VA	12. Montgomery, AL
13. Charleston, WV	14. Amarillo, TX
15. Chattanooga, TN	16. West Columbia, SC
17. El Paso, TX	18. Kansas City, KS
19. Orlando, FL	20. Phoenix, AZ
21. Reno, NV	22. Tifton, GA
23. Willow Grove, PA	24. Trinidad, CO
25. San Antonio, TX	26. Salina, KS
27. Ontario, CA	28. Omaha, NE
29. Centennial/Louisville, KY	30. Albuquerque, NM
31. Independence/Ft. Worth, TX	32. Salt Lake City, UT
33. Plainfield, IN	34. Goodyear, AZ
35. Haslet/Alliance, TX	36. Arlington, TX
37. Edgerton, KS	38. Oakhaven/Memphis, TN
39. Middleburg Heights, OH	40. Lathrop, CA
41. Visalia, CA	42. Moreno Valley/Riverside, CA
43. Sweetwater/Houston, TX	44. Middletown/Harrisburg, PA
45. *Baldwin Park/San Gabriel, CA	46. Grande Vista/Vernon, CA
47. *Burtonsville, MD	48. *Mebane, NC
49. *CACH/Hodgkins, IL	50. *Spokane, WA
51. *Red Lion	52.

*Station included, but not yet operational – billing to start upon stations live date.

Note: Additional sites may be added as agreed by both parties.

Agreement-(weeklyonsite)

- Emergency and NonScheduled Maintenance including all labor
- Includes all wear parts for original equipment manufacturer (OEM) recommended services
- Includes all consumables for OEM recommended services
- Critical service calls (those service calls reporting any disabled, impaired or malfunctioning safety device/system, or a natural gas leak in excess of acceptable industry standards) must be responded to and made safe within 1 hours following notification of the problem by UPS.
- Critical service call is also defined as the station running at less than 66% of the designed fueling capacity, and must be responded to within 2 hours for sites producing 800,000 GGE or greater annually and 3 hours for sites producing less than 800,000 GGE annually following notification of the problem by UPS, 24 hours a day, 7 days a week, 365 days a year. Every effort shall be made to bring the station up to full design capacity with minimal delay to the UPS fueling operation.
- Non-Critical service calls (those calls which do not meet the criteria of “Critical” calls) must be responded to within 4 hours following notification of problem by UPS. As long as fueling is not impacted.

1. Full Service including all scheduled and unscheduled repairs, as well as all consumables, parts, labor, rebuilds, component replacements and materials required to maintain and ensure each facilities operation and ability to fuel on demand.
2. Monitoring of station will be 24/7/365 via Opal Fuels supplied communication panel located at each site. Opal Fuels will provide and include wireless modem service at each site as part of the service fee. UPS personnel can elect to receive updates remotely on station status.
3. Includes a full-time technician at each site location for up to 160 hours monthly at sites producing greater than 800,000 GGE annually or up to 80 hours monthly at sites producing less than 800,000 GGE annually.
4. Exclusions - Items that are not included in agreement pricing are as follows:
 - a. Repairs as a result of non-industry gas supply quality from the gas utility being supplied to the CNG station. Acceptable gas quality supply being defined as: liquid content being no greater than 7 lbs. per million cubic ft. of natural gas used at the CNG station (1 gallon per 7,894.5 GGE produced) and methane content less than 90%.
 - b. Inlet Dryer Desiccant changes prior to 20,000 hours of operation due to liquid saturation as stated in 4.a.
 - c. Compressor piston and valve pitting caused by water introduced into system under conditions as stated in 4.a.
 - d. Relief valves, nozzle replacements due to water saturation and freeze up caused by conditions as stated in 4.a.
 - e. Repairs to compressor because of Gas supply inlet pressure delivered below site design inlet pressures when UPS requires site to operate outside these design specification perimeters.
 - f. Acts of God, Lightning, flooding, fire, hurricane, tornadoes, wind etc.
 - g. UPS employee accidents and or negligence.

Operations and Maintenance – General Terms

- UPS will be responsible for the daily filling operation of the vehicles using the CNG fueling system in accordance with the manufacturer's Operations and Maintenance manual and local codes and requirements.
- An Opal Fuels employee will be dedicated to each site. The onsite working hours will match the operations needs of UPS as each site dictates.
- Opal Fuels will provide Full Maintenance Services for UPS at UPSs location. Contract services shall cover the CNG fueling equipment in place at the date of the execution of this (OM) Agreement or improved during the timeframe of this Contract and includes those all (OM) inspection activities recommended in each CNG equipment manufacturers' printed schedule of (PM) inspections, should one exist
- Opal Fuels will conduct annual Electrical inspections as recommended equipment manufacture, including thermographic scans of MDB, and panels. Re-torque to manufacturers recommended requirements any loose connections discovered through the thermographic scans that can be easily corrected.
- Opal Fuels personnel shall prepare and provide client with a (OM) Service report at the conclusion of each (OM) or repair event. This report shall detail (OM) activities, actions taken, and list potential future hard parts replacement events.
- Opal Fuels personnel shall supply and replace wear parts or component overhauls under the terms of this Operations and Maintenance Agreement and will include all consumables.
- Opal Fuels shall perform such (OM) services during normal business days and hours of operation. Overtime, Holiday, and emergency service calls are included.
- Opal Fuels personnel will store hazardous waste materials (used oil and waste water) from Customer's job site at the compressor equipment area and coordinate to have the UPS site BaSE group arrange for proper disposal.

Check inter-stage check valves for contamination Clean
V-belt grooves of flywheel and motor pulleys Check
condition of V-belt and belt tension Clean/Inspect
suction/discharge valves of all stages Grease/lubricate
motor bearings
Check condensate collecting tank for contamination
Check all flexible hoses for signs of deterioration or damage
Inspect V-belts for proper wear and alignment
Torque all cylinder heads (machine warm and in standstill condition)

Dispensers – Fast Fill

Verify on/off switch operations
Visually inspect tubing, piping, valves, breakaways, hoses and nozzles for leaks and
abnormalities Check and drain inlet filters
Check valve sequencing
Visually inspect all pressure relief devices for signs of failure or leakage.
Verify ESD control functions and safety equipment
Verify on/off switch operations Verify
ESD control functions
Verify 4,250-psig maximum fill pressure limits
Replace and repair as required

Dispensers – Time Fill

Verify ESD control functions and safety equipment
Visually inspect tubing, piping and valves for leaks and abnormalities on time fill line, breakaways, hoses
and nozzles Check time fill pressure settings and panel
Replace and repair as required

Inlet Gas Dryer

Monthly - Drain pre-filter, blower housing and sump
Monthly - Check differential pressure across pre-filter and after-filter elements. Replace if required when gauge is approaching Red
zone or 3-5 PSID Monthly - Check dewpoint for reading below -40F. If above, then regenerate dryer
Monthly -Check and maintain operating conditions: pressure, flow, temperature within the design
parameters of the dryer. Quarterly – Regenerate dryer, check regeneration cycle to ensure working properly
Six Month – Recalibrate/check span of moisture analyzer.
Six Month – Replace pre-filter, after filter and separator elements if
needed. 1000 hours – change oil in blower

-
-
-
-
- Exchange motion work oil and filter Clean
- crankcase oil strainer
- Check oil rise in cylinders Clean
- discharge check valve
- Check inter-stage check valves for contamination

Initial

Rebuilds

- 4,000 – 8,000 hours – rebuild compressors
585120/Opal Fuels/261011

Summary of Operations and Maintenance Responsibility

- a. **Opal Fuels** shall operate and maintain the Facility (provide O&M services). This shall also include operating and maintaining the Facilities to ensure that CNG vehicles can be fueled within the fueling window without interruption or delay. This shall also include provision of all scheduled and unscheduled maintenance and repairs, as well as all consumables, parts, labor, rebuilds, component replacements and materials as may be required to maintain and ensure each facility's operation and ability to fuel on demand.
- b. **Opal Fuels** is to provide all necessary operating and maintenance support in order to meet the fueling performance requirements set forth by UPS. In order to perform the work UPS will grant the proposer access to the site and the right to utilize approved areas of the facilities and related equipment during the term of the Contract for the purpose of operating and maintaining each facility. Included in this right is the proposer's right to complete limited modifications or enhancements of the equipment as agreed upon by the proposer and UPS. Such agreement shall not be unreasonably withheld. Modifications may be made to optimize each station's ability to meet UPS's fueling performance requirements for the station and/or to improve the operating economics of each station without sacrificing its performance under these requirements.
- c. **Opal Fuels** shall be responsible for the complete operation and maintenance of each entire facility, including fuel hoses and nozzles, methane-detection and other safety systems, throughout the duration of the Contract.
- d. **Opal Fuels** shall be responsible for maintaining all permanent stationary fire suppression equipment, including all re-certification as required by the fire department, NFPA and any other industry standard- setting or governmental bodies. Said responsibilities shall be limited to each CNG Facility, including fueling islands.

Maintenance, Generally

- a. During the term of this Operations and Maintenance Agreement, **Opal Fuels** shall perform Preventive and Remedial Maintenance as described herein. Repair work shall be coordinated with site personnel so as not to impede normal operations or fueling of CNG vehicles.
- b. Critical service calls (those service calls reporting any disabled, impaired or malfunctioning safety system, or a natural gas leak in excess of acceptable industry standards) must be responded to and made safe within 1 hours following notification of the problem by UPS, 24 hours a day, 7 days a week, 365 days a year. For purposes of this provision, safety systems shall include, but not be limited to, fire suppression/detection systems, gas/methane detection systems, and the emergency shutdown systems.
- c. Critical service call is also defined as the station running at less than 66% of the designed fueling capacity, and must be responded to within 2 hours for sites producing 800,000 GGE or greater annually and 3 hours for sites producing less than 800,000 GGE annually following

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notification of the problem by UPS, 24 hours a day, 7 days a week, 365 days a year. Every effort shall be made to bring the station up to full design capacity with minimal delay to the UPS fueling operation.

- d. Non-Critical service calls (those calls which do not meet the criteria of "Critical" calls) must be responded to within 4 hours following notification of problem by UPS. As long as fueling is not impacted.
- e. A copy of maintenance records shall be kept at the site and must be updated on a daily basis. Should the maintenance records be kept electronically, UPS shall be allowed unrestricted access to the file, and Opal Fuels shall at all times maintain at least one current back-up copy of said file.
- f. Opal Fuels shall permit trained UPS personnel to enter the compressor compound to perform routine or emergency inspections and take routine or emergency readings. It will be the responsibility of UPS to report its findings in such circumstances to the proposer.
- g. Opal Fuels shall provide all tools, test equipment, replacement parts, materials, consumables, labor, and expertise, including qualified field service technicians necessary to provide the services detailed herein.
- h. All maintenance and repair work shall be performed by personnel trained to do so, including training by component and system manufacturers as appropriate. All such work shall be performed in a manner consistent with the practices and procedures prescribed and recommended by the respective manufacturers.
- i. Opal Fuels shall provide UPS with Internet access to the remote monitoring information and any on-site cameras installed, the pager number of the on-site technicians, and telephone contact and access to the proposer's remote control center.

Preventive Maintenance

- a. Opal Fuels shall perform such Preventive Maintenance (PM) services as required to maintain the CNG Fueling Facility equipment in the best possible working order and in compliance with all performance and fuel-availability requirements specified herein.
- b. PM services shall include, but not be limited to, calibration; diagnostics; testing; any necessary adjustments, cleaning and lubrication; replacement of worn, defective or questionable parts; minor circuit updating and modifications in accordance with the manufacturers' specifications; and handling, storage and disposal of all waste generated during PM activities in full compliance with all federal, state and local laws, as well as best industry practices.
- c. Opal Fuels shall determine the scope and frequency of PM. PM shall be performed in a manner so as to ensure no disruption to the normal fueling window of the Depot, or other operations of the Depot. PM shall, at a minimum, comply with either the manufacturer's recommendations for each item of CNG equipment, or generally accepted industry standards, whichever is more stringent. The proposer shall provide UPS with a Summary List of scheduled maintenance within one month of commencing maintenance duties under the Contract. All PM schedules shall be adhered to.

Remedial Maintenance

- a. Opal Fuels shall perform Remedial Maintenance (RM) when any CNG fueling facility equipment component is operating improperly or is not operating at all. Remedial maintenance shall include, at a minimum: all electrical, electronic, or mechanical adjustments; troubleshooting; alignment; and replacement of parts and/or assemblies, as required to cause failed component(s) to operate within the manufacturer's or this Contract's original equipment operating specifications and meet the performance and availability requirements of the Facility. The proposer's RM responsibilities shall also include handling, storage and disposal of all waste generated during RM activities in full compliance with all federal, state and local laws, as well as best industry practices.
- b. In case any component or system fails repetitively or affects safety or critical operations, at the request of UPS, the failure or failed component(s) shall be submitted for failure analysis by the respective manufacturer(s) or an unaffiliated failure analysis company, at Opal Fuels expense.

Continued Investment/Life Cycle Replacement of CNG Station Components

Equipment components have a useful life expectancy that varies from 7 years to 25 years depending on type of component and daily use. The chart below identifies the various equipment located at existing UPS CNG stations requiring replacement through 2032 as required by each OEM based on current use (Appendix A). As part of this all-inclusive agreement, OPAL Fuels will replace the equipment below along with the normal ongoing daily maintenance required to operate each station.

Any additional equipment that has a major unforeseen failure not listed below that requires full replacement during this agreement period will be repaired or replaced to continue normal day to day operations as part of the all-inclusive price.

Based on current operations, there will not be any additional capital by UPS required to replace or upgrade existing equipment at each site location. This Life Cycle clause is in addition to the O&M agreement for consumables, parts, labor, rebuilds, component replacements and materials required to maintain and ensure each facilities operation and ability to fuel on demand during the agreement term as each site ages.

Cap Ex Needs Identified at Existing UPS Stations through 2032 as Equipment Ages		
CNG Station Component	Quantity	Projected Required Number of Replacements by 2032
Number of Fast Fill Dispensers	[*]	[*]
Number of CT 5000 Fast Fill hoses & Breakaways	[*]	[*]
Number of CT1000 Fast Fill hoses & Breakaways	[*]	[*]
Number of Time Fill Hoses & Breakaways	[*]	[*]
Number of Compressors	[*]	[*]
Number of Motor Starter Panels	[*]	[*]
Number of Compressor Electric Motors	[*]	[*]
Number of Compressor Site Controllers	[*]	[*]
Number of Flow Meters for Gas Measurement	[*]	[*]
Number of Inlet Gas Dryers	[*]	[*]

Appendix A

Expected Service Life for ANGI/Opal Fuels/TruStar Energy CNG Station Compression Equipment (October 2021)

1. ANGI Inlet Gas Dryers	20 Years	or	58,400 Hours
2. ANGI/Ariel Compressors	25 Years	or	73,400 Hours
3. ANGI Motor Starter Panels	20 Years	or	58,400 Hours
4. ANGI Dispensers	20 Years	or	58,400 Hours
5. ANGI Dispenser Hoses/Nozzle	10 Years	or	29,200 Hours
6. ANGI Buffer Panels	20 Years	or	58,400 Hours
7. Opal Fuels/TruStar Energy Defuel Panel	20 Years	or	58,400 Hours
8. Opal Fuels/TruStar Energy Filter Posts	20 Years		
9. Opal Fuels/TruStar Energy Flow Meters	10 Years		
10. Opal Fuels/TruStar Energy Time Fill Posts	20 Years		
11. Opal Fuels/TruStar Energy Time Fill Hose	7 Years		
12. Opal Fuels/TruStar Energy Gas Regulators	20 Years		
13. Opal Fuels/TruStar Energy Site Lighting	25 Years		
14. Opal Fuels/TruStar Communication Panel	20 Years		

- A. Years before full equipment replacement is required/Hours before full equipment replacement is required
- B. Assumes all required OEM service intervals are performed to OEM requirements and gas quality meets National pipeline standards
- C. The above estimates are based on an ANGI CNG equipment station which typically operates 8 hours per day.
- D. Throughout the service life of the equipment and with technological advances, it is reasonable to anticipate there may be portions of equipment that benefit or require upgrade over the service life of the equipment.
- E. While the above estimates of expected service life are based on decades of experience in the NGV business, these estimates do not constitute a guarantee of operating life.

OMNIBUS AMENDMENT AND CONSENT AGREEMENT

This OMNIBUS AMENDMENT AND CONSENT AGREEMENT, dated as of December 19, 2022 (this "Amendment"), is entered into by and among FORTISTAR METHANE 3 LLC, a Delaware limited liability company (the "Borrower"), each of the Lenders party hereto (the "Lenders"), MUFG BANK, LTD., not in its individual capacity but solely as Administrative Agent (the "Administrative Agent"), MUFG UNION BANK, N.A., not in its individual capacity but solely as depository bank and securities intermediary hereunder (the "Accounts Bank"), MUFG UNION BANK, N.A., not in its individual capacity but solely as collateral agent (the "Collateral Agent"), and OPAL FUELS LLC, a Delaware limited liability company ("Borrower Parent"). The purpose of this Amendment is to grant certain consents under, and modify certain provisions of, (i) that certain Second Amended and Restated Credit Agreement, dated as of September 21, 2015 (as amended, the "Credit Agreement"), by and among the Borrower, the Lenders, the Administrative Agent, the Collateral Agent and the other parties thereto, and (ii) the Accounts Agreement. Capitalized terms used and not otherwise defined herein have the meanings given to them in the Credit Agreement and the rules of interpretation set forth in the Credit Agreement apply as if set forth herein.

WHEREAS, pursuant to the Credit Agreement, the Lenders agreed to make a credit facility available to the Borrower, subject to the terms and conditions set forth therein;

WHEREAS, the Borrower owns a portfolio of Project Companies;

WHEREAS, the Borrower has delivered to the Administrative Agent a request to (a) extend the Final Maturity Date to March 20, 2023, (b) permit Borrower Parent to purchase all rights and obligations of each of AA Infrastructure Fund 1 Ltd., East West Bank and Raymond James Bank (collectively, the "Non-Participating Lenders") under the Credit Agreement, (c) prepay a portion of the outstanding Loans made by MUFG BANK, LTD. and CoBank, ACB (together, the "Participating Lenders"), and (d) transfer to an Affiliate of the Borrower each of MM Prince William Energy LLC, Prince William Energy LLC and NEO Prince William LLC (collectively, the "Prince William Project Companies"); and

WHEREAS, the Borrower, the Lenders party hereto, each LC Issuing Bank, the Collateral Agent, the Administrative Agent and the Accounts Bank have agreed, subject to the terms and conditions herein, to enter into this Amendment;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

Section 1. Conditions Precedent. The effectiveness of this Amendment is subject to the satisfaction of each of the following conditions:

(a) The Administrative Agent has received an executed counterpart of this Amendment from each party hereto;

(b) Borrower Parent has entered into a Lender Assignment Agreement with each Non-Participating Lender, in the applicable form attached as Exhibit A hereto, and paid to each Non-Participating Lender the amounts specified in Section 3 of the applicable Lender Assignment Agreement as the par value purchase price set forth therein for the sale, assignment and transfer of the assigned rights contemplated therein;

(c) Borrower Parent has paid to the Administrative Agent the processing and recording fee under Section 10.03(b) of the Credit Agreement in an amount equal to \$5,000 per assignment;

(d) The Administrative Agent has received a prepayment of the Loans in an aggregate amount equal to \$10,014,122.12 (the "Prepayment Amount"), which shall be applied to the account of the Participating Lenders to reduce the principal amount of outstanding Loans held by each Participating Lender to \$12,500,000, it being understood and agreed that in consideration of payment of the Prepayment Amount, no principal payment of the Loans shall be due or payable on December 31, 2022; and

(e) The Administrative Agent has received fully executed copies of contribution and assignment agreements, in the forms attached as Exhibits B-1 and B-2 hereto, between (i) the Borrower and Borrower Parent and (ii) Borrower Parent and Prince William Holdings LLC, an Affiliate of the Borrower, transferring ownership of the Prince William Project Companies to Prince William Holdings LLC (collectively, the "PW Assignments").

Section 2. Limited Consents and Amendments.

(a) Each of the Lenders party hereto consent to:

(i) The Non-Participating Lenders assigning their Loans to Borrower Parent, and Borrower Parent becoming a Lender pursuant to Section 10.03(b) of the Credit Agreement, notwithstanding that Borrower Parent is not an Eligible Assignee; and

(ii) The execution by all parties thereto of the PW Assignments and transfer of the Prince William Project Companies in accordance with the PW Assignments.

(b) Exhibit A to the Credit Agreement is amended by inserting the following new definitions:

““Borrower Affiliate Lender” means Opal Fuels LLC or any other Lender that is also a Loan Party, a Project Party or any Affiliate or Subsidiary thereof.”

““Tranche B Term Loan” means any Loan held by a Borrower Affiliate Lender.”

(c) Exhibit A to the Credit Agreement is amended by deleting the definition of “Non-Voting Lender”.

(d) The definition of “Debt Service Reserve Required Amount” in Exhibit A to the Credit Agreement is amended and restated as follows:

““Debt Service Reserve Required Amount” means \$750,000.”

(e) The definition of “Final Maturity Date” in Exhibit A to the Credit Agreement is amended and restated as follows:

““Final Maturity Date” means March 20, 2023.”

(f) Section 3.15 of the Credit Agreement is amended by inserting the following paragraph as clause (d):

(d) Notwithstanding the foregoing Section 3.15(b) or any other provision to the contrary in this Agreement or any other Financing Document, no payments or prepayments or principal, interest or fees will be applied to the repayment of any Tranche B Term Loans until the principal amount of all other Loans, together with interest thereon, any fees with respect thereto and any other Obligations (other than unasserted contingent Obligations) have been repaid in full.

(g) Section 10.01 and the definitions of “Required Lenders” and “Supermajority” of the Credit Agreement are hereby amended to delete the red stricken text (indicated textually as ~~stricken text~~) and to add the blue bold and underlined text (indicated textually as **bold underlined text**), as set forth in Exhibit C hereto.

(h) Section 10.03 of the Credit Agreement is amended by inserting the following as clause (i):

(i) The following terms and conditions shall apply in connection with any assignment to a Borrower Affiliate Lender:

(a) Borrower Affiliate Lenders shall not (1) have the right to receive information, reports or other materials provided solely to Lenders by any Agent or any other Lender, (2) attend or participate in meetings attended solely by the Lenders, Agents, or any combination of the foregoing, or (3) access any electronic site established for the Lenders, Agents, or any combination of the foregoing or confidential communications from counsel to or financial advisors of the Lenders, Agents, or any combination of the foregoing;

(b) Borrower Affiliate Lenders shall not be entitled to bring actions against any Loan Party, or receive advice of counsel or other advisors to the Administrative Agent or any other Lenders or challenge the attorney client privilege of their respective counsel;

(c) for purposes of voting on any plan of reorganization or plan of liquidation pursuant to any bankruptcy, insolvency or debtor relief laws (a “Plan”), each Borrower Affiliate Lender hereby agrees (x) not to vote on such Plan, (y) if such Borrower Affiliate Lender does vote on such Plan notwithstanding the restriction in the foregoing clause (x), such vote will be deemed not to be in good faith and shall be “designated” pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other bankruptcy, insolvency or debtor relief laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such Plan in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other bankruptcy, insolvency or debtor relief laws) and (z) not to contest any request by any party for a determination by the applicable bankruptcy court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (y), in each case under this clause (i)(C) unless such Plan adversely affects such Borrower Affiliate Lenders more than other Lenders in any material respect, and each Borrower Affiliate Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Borrower Affiliate Lender’s attorney-in-fact, with full authority in the place and stead of such Borrower Affiliate Lender and in the name of such Borrower Affiliate Lender (solely in respect of Loans therein and not in respect of any other claim or status such Borrower Affiliate Lender may otherwise have), from time to time in the Administrative Agent’s discretion to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary or appropriate to carry out the provisions of this paragraph (C), including to ensure that any vote of such Borrower Affiliate Lender on any Plan is withdrawn or otherwise not counted;

(d) any assignment by a Borrower Affiliate Lender of its Loans shall require the prior consent of all Lenders that, after giving effect to such assignment and any other assignment occurring substantially simultaneously therewith, continue to hold all or any portion of the Loans.

(i) Section 3.02 of the Accounts Agreement is amended by inserting the following paragraph as clause (m):

(m) Notwithstanding any provision to the contrary in this Agreement or any other Financing Documents, any funds available to pay principal or interest on the Loans, including any proceeds of any sale of the Collateral following an Event of Default or any draws on any Debt Service Reserve Letters of Credit, will not be applied to the repayment of any Tranche B Term Loans until the principal amount of all other Loans, together with interest thereon, any fees with respect thereto and any other Obligations (other than unasserted contingent Obligations).

Section 3. Supplemental Terms.

(a) Borrower Parent acknowledges and agrees that it is a Borrower Affiliate Lender.

(b) Upon the Administrative Agent's receipt of the Prepayment Amount and the PW Assignments, the Project-Specific Discharge Date will be deemed to have occurred with respect to the Prince William Project and the Prince William 2 Project pursuant to Section 3.18(c) of the Credit Agreement.

Section 4. Limited Purpose. Other than as explicitly provided herein, the execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of any Secured Party under the Credit Agreement or any other Financing Documents. The agreements contained herein are each limited to the specific provisions and circumstances described and shall not be deemed to prejudice any rights not specifically addressed herein which any Secured Party may now have or may have in the future under the Credit Agreement or any other Financing Documents. Except as expressly amended hereby or otherwise provided herein, all of the terms and conditions of the Credit Agreement and all other Financing Documents remain in full force and effect, and none of such terms and conditions are, or shall be construed as, otherwise amended or modified.

Section 5. Miscellaneous.

(a) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

(b) This Amendment shall be deemed a Financing Document.

(c) This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

(d) Delivery of an executed counterpart of a signature page of this Amendment by telecopy or portable document format ("PDF") shall be effective as delivery of a manually executed counterpart of this Amendment.

(e) The Administrative Agent hereby authorizes and directs the Collateral Agent and Accounts Bank to execute and deliver this Amendment.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first written above.

FORTISTAR METHANE 3 LLC,
as Borrower

By: /s/ Jonathan Maurer
Name: Jonathan Maurer
Title: Co-Chief Executive Officer

OPAL FUELS LLC,
as Borrower Parent

By: /s/ Jonathan Maurer
Name: Jonathan Maurer
Title: Co-Chief Executive Officer

Signature Page to Omnibus Amendment and Consent Agreement

MUFG BANK, LTD.,
as a Lender

By: /s/ Louise Leef
Name: Louise Leef
Title: Director

Signature Page to Omnibus Amendment and Consent Agreement

MUFG BANK, LTD.,
as Administrative Agent

By: /s/ Lawrence Blat
Name: Lawrence Blat
Title: Authorized Signatory

Signature Page to Omnibus Amendment and Consent Agreement

MUFG UNION BANK, N.A.,
as Collateral Agent

By: /s/ Timothy P. Miller
Name: Timothy P. Miller
Title: Vice President

Signature Page to Omnibus Amendment and Consent Agreement

MUFG BANK, LTD.,
as an LC Issuing Bank

By: /s/ Louise Leef
Name: Louise Leef
Title: Director

Signature Page to Omnibus Amendment and Consent Agreement

MUFG UNION BANK, N.A.,
as Accounts Bank

By: /s/ Timothy P. Miller
Name: Timothy P. Miller
Title: Vice President

Signature Page to Omnibus Amendment and Consent Agreement

COBANK, ACB
as a Lender

By: /s/ Chris Lutz
Name: Chris Lutz
Title: Vice President

COBANK, ACB
as an LC Issuing Bank

By: /s/ Chris Lutz
Name: Chris Lutz
Title: Vice President

Signature Page to Omnibus Amendment and Consent Agreement

EAST WEST BANK,
as a Lender

By: /s/ Christopher Simeone
Name: Christopher Simeone
Title: Senior Vice President

Signature Page to Omnibus Amendment and Consent Agreement

AA INFRASTRUCTURE FUND 1 LTD.,
as a Lender

By: Athene Asset Management LLC, its investment adviser

By: Apollo Credit Management, LLC, its sub-advisor

By: /s/ William Kuesel
Name: William Kuesel
Title: Vice President

Signature Page to Omnibus Amendment and Consent Agreement

Signature Page to Omnibus Amendment and Consent Agreement

RAYMOND JAMES BANK,
as a Lender

By: /s/ Robert F. Moyle
Name: Robert F. Moyle
Title: Managing Director

Signature Page to Omnibus Amendment and Consent Agreement

Exhibit A

Exhibit B-1

Exhibit B-2

Exhibit C

Section 10.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Borrower, any Project Company, Pledgor, or any other party (other than a Secured Party) from any provision of this Agreement, shall be effective unless in writing signed by the Required Lenders (or, if expressly contemplated in this Agreement, 100% of the Lenders) and acknowledged by the Administrative Agent or, if expressly contemplated hereby, signed by the Administrative Agent. Any amendment to this Agreement shall also be signed by the Borrower. No amendment or waiver of, or consent to any departure by the Borrower, any Project Company, Pledgor, or any other party (other than a Secured Party) from, any Financing Document other than this Agreement (including any Interest Rate Protection Agreements) shall be effective unless in writing signed by the parties to such Financing Document who are providing the relevant waiver or consent and all parties to such Financing Document in the case of an amendment (including any Loan Parties that are parties to such Financing Document), and in each such case acknowledged by the Administrative Agent. Each waiver or consent under this Agreement and any other Financing Document shall be effective only in the specific instance and for the specific purpose for which given. Notwithstanding the foregoing, no amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.03(a) (Action Upon Other Event of Default)) without the prior written consent of such Lender (~~other than any Non-Voting Lender~~ including a Borrower Affiliate Lender in the case of any extension or increase in the Commitment of such Borrower Affiliate Lender) or extend or increase the Aggregate Acquisition Term Loan Commitment, Aggregate ACP Loan Commitment or the Aggregate Working Capital Loan Commitment;

(b) postpone any date scheduled for any payment of principal or interest under Section 3.02 (Repayment of ACP Construction Loans), Section 3.03 (Repayment of Term Loans or ACP Term Loans), Section 3.04 (Repayment of Working Capital Loans), Section 3.05 (Interest Payment Dates), or any date fixed by the Administrative Agent for the payment of fees or other amounts due to the Lenders (or any of them) hereunder or under any other Financing Document without the prior written consent of each Lender affected thereby (~~other than any Non-Voting Lender~~ other than any Borrower Affiliate Lender, except to the extent that such amendment, waiver or consent would establish a later scheduled payment date for Tranche B Term Loans than Term Loans held by other Lenders);

(c) reduce the principal of, or the rate of interest specified herein on, any Loan, or any Fees or other amounts (including any mandatory prepayments under Section 3.11 (Mandatory Prepayment)) payable hereunder or under any other Financing Document to any Lender without the prior written consent of each Lender directly affected thereby (~~other than any Non-Voting Lender~~ other than any Borrower Affiliate Lender, except to the extent that such amendment, waiver or consent would reduce the principal or rate of interest of Tranche B Term Loans in a disproportionate manner to that of Term Loans held by other Lenders); provided, that only the prior written consent of the Required Lenders shall be necessary to amend the definition of Default Rate or to waive any obligation of the Borrower to pay interest at the Default Rate; provided, further, that with respect to any increase in the rate of interest applicable to a particular Lender, only the consent of such affected Lender and the Administrative Agent shall be required;

(d) change the order of application of any reduction in the Commitments, or any prepayment of Loans from the application thereof set forth in the applicable provisions of Section 2.11 (Termination or Reduction of Commitments), Section 3.10 (Optional

Prepayment) or Section 3.11 (Mandatory Prepayment) in any manner without the prior written consent of each Lender affected thereby (other than any ~~Non-Voting Lender~~Borrower Affiliate Lender);

(e) change any provision of this Section 10.01, the definition of Required Lenders or any other provision of any Financing Document specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights under any Financing Document (including any such provision specifying the number or percentage of Lenders required to waive any Event of Default or forbear from taking any action or pursuing any remedy with respect to any Event of Default), or make any determination or grant any consent under any Financing Document, without the prior written consent of each Lender (~~other than any Non-Voting Lender~~ other than any Borrower Affiliate Lender, unless such action affects such Borrower Affiliate Lender in a disproportionately adverse manner than its effect on the other Lenders);

(f) release (i) the Borrower from all or substantially all of its obligations (except for obligations that are expressly covered in clause (a) - (e) above or (g) below) under any Financing Document, or (ii) any Collateral with a fair market value, or a disposal price, of more than five hundred thousand Dollars (\$500,000), in each case, in any transaction or series of related transactions except for sales or releases permitted hereunder, without the prior written consent of each Lender (~~other than any Non-Voting Lender~~ other than any Borrower Affiliate Lender, unless such release affects such Borrower Affiliate Lender in a disproportionately adverse manner than its effect on the other Lenders);

(g) amend the order of payments set forth in Section 5.01(b) (Revenue Account – Withdrawals from the Revenue Account) of the Accounts Agreement; or

(h) amend, modify or waive this Agreement or any Security Document so as to alter the ratable treatment of Obligations arising under the Financing Documents and obligations arising under Interest Rate Protection Agreements or the definition of “Interest Rate Protection Provider”, “Interest Rate Protection Agreement”, “Financing Documents”, “Obligations” or “Secured Parties”, in each case, in a manner adverse to any Interest Rate Protection Provider with obligations then outstanding without the written consent of such Interest Rate Protection Provider.

and provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by an Agent in addition to the Lenders or other parties required above, affect the rights or duties of, or any fees or other amounts payable to, such Agent under this Agreement or any other Financing Document; and (ii) Section 10.03(h) (Assignments) may not be amended, waived or otherwise modified without the prior written consent of each Granting Lender all or any part of whose Loan is being funded by an SPV at the time of such amendment, waiver or other modification.

Notwithstanding the other provisions of this Section 10.01, the Borrower (and the other Loan Parties party to the relevant Financing Documents), the Collateral Agent and the Administrative Agent may (but shall have no obligation to) amend or supplement the Financing Documents without the consent of any Lender solely: (i) to cure any ambiguity, defect or inconsistency; (ii) to make any change that would provide any additional rights or benefits to the Lenders; or (iii) to make, complete or confirm any grant of Collateral permitted or required by this Agreement or any of the Security Documents or any release of any Collateral that is otherwise permitted under the terms of this Agreement and the Security Documents.

“Required Lenders” means at any time Lenders (excluding ~~any Non-Voting Lender~~ any Borrower Affiliate Lender other than with respect to matters set forth in Section 10.01 entitling such Borrower Affiliate Lender to vote as a Lender) holding Term Loans, Acquisition Term Loan Commitments, ACP Loans and ACP Loan Commitments, Working Capital Loans, Working Capital Loan Commitments and participations in Letters of Credit, greater than fifty percent (50%) of the sum of the aggregate outstanding principal amount of the Term Loans, Acquisition Term Loan Commitments, ACP Loans, ACP Loan Commitments, and Working Capital Exposure then outstanding or existing; excluding, in each case the principal amounts of any Loans made by, Commitments held by or participations in Letters of Credit held by, any ~~Non-Voting Lenders~~ Borrower Affiliate Lender other than with respect to matters set forth in Section 10.01 entitling such Borrower Affiliate Lender to vote as a Lender.

“Supermajority” of the Lenders, means at any time Lenders (excluding all ~~Non-Voting Lenders~~ Borrower Affiliate Lenders) holding Term Loans, Acquisition Term Loan Commitments, ACP Loans and ACP Loan Commitments, Working Capital Loans, Working Capital Loan Commitments and participations in Letters of Credit, greater than two thirds (66 2/3%) of the sum of the aggregate outstanding principal amount of the Term Loans, Acquisition Term Loan Commitments, ACP Loans, ACP Loan Commitments, and Working Capital Exposure then outstanding or existing; excluding, in each case the principal amounts of any Loans made by, Commitments held by or participations in Letters of Credit held by, any ~~Non-Voting Lenders~~ Borrower Affiliate Lenders.