

TERMINATION OF LANDFILL GAS PURCHASE AGREEMENT AND NULLIFICATION OF WELLFIELD MAINTENANCE AGREEMENT

THIS TERMINATION OF LANDFILL GAS PURCHASE AGREEMENT AND WELLFIELD MAINTENANCE AGREEMENT (this “**Termination Agreement**”), is entered into and executed as of September __, 2025 and shall be effective as of October 7, 2025 (“**Effective Date**”), by and between Hernando County, a political subdivision of the State of Florida (the “**County**”) and Timberline Energy, LLC, a Delaware limited liability company (“**Developer**”). The County and Developer are sometimes referred to in this Agreement together as the “**Parties**” or, individually, as a “**Party**.” Any capitalized term that is not expressly defined herein shall have the same meaning as defined in the Landfill Gas Purchase Agreement (as hereinafter defined).

WHEREAS, County and Developer entered into that certain Landfill Gas Purchase Agreement by and between the County and Developer dated March 27, 2007 (the “**Landfill Gas Purchase Agreement**”), pursuant to which the County collects and delivers LFG to Developer and Developer accepts such LFG and uses it as fuel to generate Beneficial End Use Products;

WHEREAS, pursuant to Section 2(b) of the Landfill Gas Purchase Agreement, the County also granted developer a license to the LFG Utilization Facility Site owned by the County at its Landfill, together with an access easement(s) on, over, under, across, and through the Landfill for the construction, installation, operation, and maintenance of the LFG Utilization Facility and Developer’s equipment (the “**Site License**”);

WHEREAS, the County and Developer acknowledge that Section 4(e) of the Landfill Gas Purchase Agreement references and claims to attach as an exhibit a “Wellfield Maintenance Agreement”, and that the Wellfield Maintenance Agreement was not, in fact, attached as an exhibit. The County and Developer further acknowledge that neither Party has the original or a copy of a Wellfield Maintenance Agreement, nor have they exchanged any consideration nor performed any task pursuant to such any such Wellfield Maintenance Agreement that is not already provided for in the Landfill Gas Purchase Agreement. Both Parties further acknowledge that they have conducted themselves with regard to the Landfill Gas Purchase Agreement as if no Wellfield Maintenance Agreement existed or was entered into by the Parties, and that they have no independent recollection of such an agreement being entered into by the Parties.;

WHEREAS, the Parties hereto desire to terminate the Landfill Gas Purchase Agreement, and the Wellfield Agreement, subject to the terms and conditions of this Agreement;

WHEREAS, the Landfill Gas Purchase Agreement requires that Developer remove the LFG Utilization Facility and related equipment, and restore the LFG Utilization Facility Site. The County has requested to acquire certain equipment and that the concrete slab remain thereon, and Developer is willing to leave such equipment and concrete slabs in place and transfer to the County all of Developer’s right, title and interest in and to such equipment;

WHEREAS, the Landfill Gas Purchase Agreement also granted Developer the exclusive right to claim and utilize any emission allowances and reduction credits associated with the LFG, including, without limitation carbon action reserve credits (“**CRTs**”) under the Climate Action Reserve (“**CAR**”) and in connection therewith, Developer has entered into that certain Carbon Credit Purchase and Sale Agreement (the “**CRT Agreement**”) dated as of June 16, 2020, whereby Developer agrees to sell CRTs generated from the Hernando County Landfill Electric Generation project (CAR422) (the “**Project**”) to a third party;

WHEREAS, Developer has delivery obligations under the CRT Agreement that are contingent upon the generation and issuance of CRTs by CAR into Developer's CAR Project account for the reporting period from October 7, 2024 - October 6, 2025 ("**2025 Reporting Period**");

WHEREAS, in order to fulfill its obligations under the CRT Agreement, Developer must retain the exclusive right to generate CRTs associated with the Project until such CRTs are issued by CAR and remain the account holder of the Project in CAR's registry program;

WHEREAS, the County agrees that the Developer shall remain the account holder of the Project in CAR's registry program and retain the exclusive right to generate CRTs for the 2025 Reporting Period until such CRTs have been issued in accordance with the terms and conditions of this Termination Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the benefits received by the Parties as a result of the actions described herein, and such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of Landfill Gas Purchase Agreement; Nullification of Wellfield Maintenance Agreement; Removal of Developer's Equipment and Retention of Landfill Assets; Site Restoration; Mutual Release; and Indemnification.

(a) *Termination of Agreement.* Except as expressly set forth in Sections 1(b) - (e) below, the Landfill Gas Purchase Agreement is hereby terminated effective as of October 7, 2025 (the "**Termination Date**"), and from and after the Termination Date, the Landfill Gas Purchase Agreement shall have no further force or effect. The County and Developer agree that each of the parties' rights and obligations associated with the Agreement shall terminate on the Termination Date, and the Parties shall have no further obligations to each other with respect to the Agreement except as set forth herein.

(b) *Nullification of Wellfield Maintenance Agreement.* The reference to the Wellfield Maintenance Agreement in the Landfill Gas Purchase Agreement shall have no force or legal effect, and shall not be binding upon either Party as if the Landfill Gas Purchase Agreement never contained a reference to it, even if the original or a copy of the Wellfield Maintenance Agreement is discovered or produced at any time. Any such Wellfield Maintenance Agreement was null ab initio, and is and will be null in perpetuity.

(c) *Removal of Developer Equipment and Retention of Landfill Assets.* Notwithstanding Developer's obligations in Section 12 of the Landfill Gas Purchase Agreement to remove Developer's Equipment, the Parties agree that Developer shall only be required to remove the equipment and personal property listed on Exhibit A attached hereto from the LFG Utilization Facility Site ("**Retained Equipment**"). All other equipment, structures, and property, including, without limitation, the Switchgear Connex, Parts Storage Connex, the Office/Workshop Connex, the forklift (Model No. RT-706J, Serial No. 183597), the open concrete slabs, the exhaust stack, the radiator, import transformer, and certain repair parts for the County's Flare Station shall remain on the LFG Utilization Facility Site (collectively, the "**Landfill Assets**"). For abundance of clarity, a depiction of some of the Landfill Assets is appended as Exhibit B hereto. The Parties shall enter into a Bill of Sale to be effective as of the Termination Date (the "**Bill of Sale**"), whereby, Developer irrevocably conveys, sells, transfers, grants, assigns and delivers to the County all of Developer's right, title and interest in and to the Landfill Assets on an "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION.

(d) *Site Restoration.* Notwithstanding Developer's obligations in Section 12 and Section 13 of the Landfill Gas Purchase Agreement, the Parties agree that Developer shall have no further restoration obligation other than the removal of Developer's Retained Equipment as set forth in Section 1(c) hereof. Developer shall remove the Retained Equipment by December 7, 2025. Within five (5) business days of Developer removing all of the Retained Equipment from the LFG Utilization Facility Site, the County shall terminate letter of credit no. 04169983 ("*L/C*") issued by BNP Paribas by either (1) sending a cancellation letter on the County's letterhead and the original L/C by overnight carrier to BNP Paribas at the address set forth below, or (2) sending a cancellation letter on the County's letterhead and the original lost letter of credit affidavit appended hereto as Exhibit D by overnight carrier to BNP Paribas at the address set forth below:

BNP Paribas
c/o BNP Paribas RCC, Inc.
Newport Tower - Suite 188
525 Washington Blvd.
Jersey City, NJ 07310
Attn: Trade Finance Services

The County agrees to also send a copy of the cancellation letter via email to dl.nytfstandby@us.bnpparibas.com and the Developer, which shall include the tracking information for the original documentation.

(e) *Emission Credits.* Notwithstanding Section 1(a) hereof, the Parties agree that Developer shall have the exclusive right to claim and utilize any emission allowances and reduction credits that may be associated with the LFG for the 2025 Reporting Period. The County agrees to cooperate with and provide reasonable assistance to Developer to generate the 2024 – 2025 CRTs, including, without limitation, providing affidavits, attestations, landfill waste and operational data, any changes to the County's Title V Permit, Tier 2, or collection system, site access for Developer and its third-party verifier, disclosure of any regulatory violations and routine inspections, and such other information as may be required by CAR or the third-party verifier. Within five (5) business days of CAR issuing the 2024 – 2025 CRTs into Developer's account, Developer shall deliver notice thereof to the County (such notice date, the "***Emission Credit Termination Date***"). The Parties agree that as of the Emission Credit Termination Date, the County shall be entitled to the right to claim and utilize any emission allowances and reduction credits that may be associated with the LFG, including, without limitation, any CRTs which may be generated by the Project after the Effective Date or earned for the 2025 – 2026 reporting period (i.e., after the 2025 Reporting Period). Upon notice of the Emission Credit Termination Date, the Parties agree that within ten (10) business days: (i) the County shall create an account within CAR, (ii) the Parties shall execute and the County shall submit to CAR the executed Account Holder Project Transfer Form, substantially in the form attached hereto as Exhibit C, and (iii) the County shall pay any fees or expenses in connection with the creation of its account and/or submittal of the project transfer. The Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Section 1(e) and give effect to the transactions contemplated by this Section.

(f) *Mutual Release.* Effective upon the Termination Date, each of the County and Developer, on behalf of itself and its past, present, or future owners, successors, heirs, beneficiaries, executors, administrators, principals, assigns, agents, directors, officers, members, managers, trustees, servants, affiliates or affiliated companies, subsidiaries, predecessors, employees, board members, and all other related agents, entities, or companies (collectively, the "***Releasing Parties***"), hereby unconditionally and

irrevocably forever release and discharge for good cause and valuable consideration described herein the other Party and its past, present, or future owners, successors, heirs, beneficiaries, executors, administrators, principals, assigns, agents, directors, officers, members, managers, trustees, servants, affiliates or affiliated companies, subsidiaries, predecessors, employees, board members, and all other related agents, entities, or companies (collectively, the “*Released Parties*”), from, and unconditionally and irrevocably waives, any and all claims, debts, liabilities, losses and causes of action of any kind or nature, whether known or unknown, suspected or unsuspected, at law or in equity, that any Releasing Party ever had, now has or ever may have or claim to have against any Released Party for or by reason of any matter, circumstances, event, action, inaction, omission or thing whatsoever to the extent relating to, arising from, or otherwise in connection with (1) the Project, the LFG Utilization Facility, Developer’s presence on the LFG Utilization Facility Site, the Agreements, including, without limitation, and all terms, conditions, obligations, responsibilities where expressly stated that they will survive the termination or expiration of the Agreement, and any restoration and remediation efforts with respect to the LFG Utilization Facility Site, (2) that certain letter dated February 18, 2025 to Developer titled “Notice of Default and Opportunity to Remedy” from the County, and (3) the Landfill Assets, and each of the Parties shall not, and shall cause each other Releasing Party not to, seek to recover any amounts in connection therewith from any Released Party; provided that the foregoing release shall not apply to any rights, obligations or claims of any Released Party to a Releasing Party arising under this Termination Agreement.

(g) *Indemnification.* TO THE EXTENT PERMITTED BY FLORIDA LAW, EACH PARTY (“INDEMNIFYING PARTY”) HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS THE OTHER PARTY (“INDEMNIFIED PARTY”) AND ITS PAST, PRESENT, OR FUTURE OWNERS, SUCCESSORS, HEIRS, BENEFICIARIES, EXECUTORS, ADMINISTRATORS, PRINCIPALS, ASSIGNS, AGENTS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, TRUSTEES, SERVANTS, AFFILIATES OR AFFILIATED COMPANIES, SUBSIDIARIES, PREDECESSORS, EMPLOYEES, BOARD MEMBERS, AND ALL OTHER RELATED AGENTS, ENTITIES, OR COMPANIES FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) BY THE INDEMNIFYING PARTY OR ANY THIRD PARTY THAT ARISE FROM OR ARE IN RELATION TO THE INDEMNIFYING PARTY’S OBLIGATIONS UNDER OR BREACH OF SECTIONS 1(b) - (f) HEREOF.

2. Governing Law. This Termination Agreement shall be governed by the internal law of the State of Florida, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Florida.

3. Notices. All notices, requests, consents, and other communications under this Termination Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses and shall be sent concurrently by email to the designated email addresses of the receiving Party:

If to Seller: Hernando County Board of County Commissioners
15470 Flight Path Drive
Brooksville, FL 34604
Attention: Scott Harper
Email: Sharper@co.hernando.fl.us

with a copy to:
(which shall not constitute notice) Melissa A. Tartaglia, Esq., mtartaglia@co.hernando.fl.us
and phare@co.hernando.fl.us

If to Buyer: Timberline Energy, LLC
c/o Archaea Energy
201 Helios Way, Floor 6
Houston, TX 77079
Attention: Guy Chapman and Ben Burke
Email: gchapman@archaea.energy and
bburke@archaea.energy

with a copy to:
(which shall not constitute notice) Timberline Energy, LLC
c/o Archaea Energy
201 Helios Way, Floor 6
Houston, TX 77079
Attention: Legal
Email: legal@archaea.energy

4. Counterparts. This Termination Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. Titles and Subtitles. The titles and subtitles used in this Termination Agreement are used for convenience only and are not to be considered in construing or interpreting this Termination Agreement.

6. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

7. Entire Agreement. This Termination Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly canceled.

8. Further Assurances. At any time or from time to time after the date hereof, the Parties agree to cooperate with each other, and at the request of the other Party to execute and deliver any further instruments, documents or items and to take all such further actions as the other Party may reasonably request in order to carry out the intent of the Parties hereunder.

9. Successors. The terms and conditions of this Termination Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Termination Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Termination Agreement, except as expressly provided in this Termination Agreement.

10. Expenses. Each Party will bear its own costs and expenses (including attorneys' fees and expenses) incurred in connection with the preparation and negotiation of this Termination Agreement and the consummation of the transactions contemplated hereby, including but not limited to payment of their respective advisors and relevant corporate and securities counsel.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered, or have caused to be executed and delivered, this Termination Agreement as of the date first above written.

HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

Name: BRIAN HAWKINS

Title: CHAIRMAN

TIMBERLINE ENERGY, LLC

Signed by:
By: Aimee DiTommaso
BREC5C0F55204E...

Name: Aimee DiTommaso

Title: Chief Commercial Officer

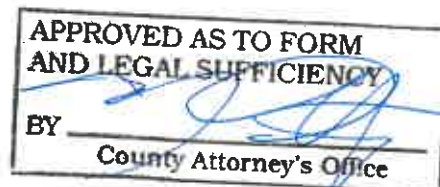


Exhibit A

Developer Retained Equipment

1. Export Transformer
2. Switchgear within the Switchgear Connex
3. CAT 3520 Genset and Exhaust Stack
4. Radiator
5. Switchgear
6. Repair inventory for items 1 – 5 above
7. Utility Transformer and Pole
8. All equipment, tools, shelving, and other property inside the Switchgear Connex, Parts Storage Connex, and the Office/Workshop Connex containers.

Exhibit B

Landfill Assets

1. Switchgear Connex Container (includes House Transformer and Breaker Panel)



2. Parts Storage Connex Container



3. Office/Workshop Connex Container





4. Exhaust Stack



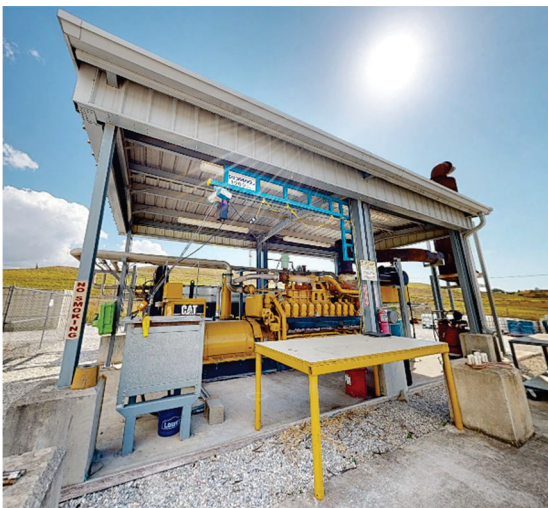
5. Forklift (Model No. RT-706J, Serial No. 183597



6. Radiator



7. Open concrete pads



8. Import Transformer



9. The following repair parts for the County's Flare Station:

- a. Schneider Elec. VFD Large # ATV71HD45N4 Rebuilt
- b. 60 HP Elec. Motor for Blower/used/CAT #EM4310T SPEC# 14MO43X881G1
- c. Elec. Motor for Gas Cooler 2HP MODEL # C6T17FB65F / New
- d. Primary Condensate Filter/ MS 44444 #321-2123WN936 / New
- e. Thermal instrument Flow Meter #2020112 / Spare
- f. Blower Site Glass x 2 #893328EO / New
- g. Motor to Blower Direct Drive Gear assembly / 10S-60MM / 10S-1 7/8" / 10JEMS / New
- h. Blower Shaft Seal Kit / # 401975.0
- i. Small VFD Face Plate assembly / #VX4A71100Y / 38418 / New
- j. Phoenix Contact 8ch / #FL-SWITCH SF 8 TX / New
- k. Automation Direct Blower PLC / # DO-06AR / Programmed !
- l. Honeywell Recorder for Flare / USED/ condition unknown.
- m. Blower Industrial Control Transformers x 2 / #FS23000
- n. VFD Altivar Programmers x 2 / # VW3A1101
- o. KimRay Rebuild Parts Kits / # RBGD 2 IN 2 OZ D REP KIT
- p. Elec. Fan Motor for Control Room A/C / #MMK055TED8579012B

- q. Well Heads x 12 / Flow Wing / 2" / New
- r. Fern Co's x 7 / 6" x 4" / New
- s. Well Field Hose Clamps x 85 / New
- t. Siemens Ultramat Gas Analyzer x 1

10. County Flare Station skid components: (i) complete Kaeser blower package, (ii) VFD Panel with PLC, (iii) flare candlestick, (iv) filter knockout, (v) main GSOV, and (vi) Gas Analyzer





Exhibit C

Account Holder Project Transfer Form

(Attached)

Account Holder Project Transfer Form

This Account Holder Project Transfer Form ("Transfer") is entered into this day of , 20 by the following parties:

PROJECT DEVELOPER TRANSFEROR: Timberline Energy, LLC
("Transferor")

PROJECT DEVELOPER TRANSFEREE: Hernando County
("Transferee"), in regards to:

Project Name: Hernando County Landfill Electric Generation (referred to as the "Project").

Project Number (e.g. CAR###): CAR422

Project Location (physical address): 14436 Landfill Road, Brooksville, FL 34614

Project Type: Landfill Gas Capture/Combustion

WHEREAS, the Transferor is an Account Holder and Project Developer in the Climate Action Reserve's registry program (the "Program"), an electronic system to serialize, transfer, track, and report carbon dioxide-equivalent emission reductions and Climate Reserve Tonnes ("CRTs") as defined in the Climate Action Reserve Program Manual available at <http://www.climateactionreserve.org/how-it-works/program/program-manual/>;

WHEREAS, the Transferee is an Account Holder in the Program of the Reserve.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that Transferor transfers the Project to Transferee as follows:

1. The Transferor and Transferee acknowledge that the Project remains otherwise unchanged, except in relation to the transfer of title to emissions reductions and the management of the project from Transferor to Transferee .
2. The Transferor and Transferee understand and hereby acknowledge that this transfer is on a going-forward basis only with respect to unissued CRTs. Any previously registered CRTs that were registered under Transferor's account will not be transferred along with the Project. Any transfers of previously registered CRTs between account holders must occur via the Reserve program per guidance in the External Operating procedures, and are contingent upon full payment of all CRT issuance and transfer fees.
3. The Transferor and Transferee understand and hereby acknowledge that after the Project transfer has been approved by the Reserve and the Project is transferred to the Transferee, any CRTs that are registered to the Project after the Project is transferred will be deposited in Transferee's account, contingent upon full payment of all CRT issuance fees, and shall be the property of Transferee.
4. The Transferor and Transferee understand and hereby acknowledge that this Agreement is not a guarantee or pre-authorization of CRTs, and that CRTs will only be issued consistent with the Reserve's project protocols and practices.

5. Parties attest that for previously registered projects, this project transfer complies with all applicable laws and Reserve protocol requirements, and is consistent with any restrictions on the associated Project property.
6. While this Agreement satisfies the Reserve's requirements for transferring the above project, all parties understand and accept that this Agreement is unrelated to the requirements of the California Air Resources Board's regulations. The Reserve makes no warranty in this regard. (See Sections 95801 to 96022 of the California Code of Regulations for details of the State's cap-and-trade program.)
7. The Transferor and Transferee understand and hereby acknowledge that after the project transfer has been accepted by the Reserve and the project is officially transferred in the program, a new Conflict of Interest evaluation (including submittal of a new NOVA/COI form) must be completed for Transferee, with respect to (but not limited to) potential verification bodies and any additional consulting staff hired by Transferee.
8. This form is a document of the Climate Action Reserve, not a contract for services between transferor and transferee. It is the Reserve's expectation that Transferor and Transferee develop and execute appropriate external legal contracts to fully define their business relationship. The Transferee and Transferor understand and hereby acknowledge and agree to indemnify, hold harmless, and defend, using counsel appointed by the Reserve (collectively, "Indemnify"), the Reserve and its directors, officers, employees, agents, contractors and representatives (the "Indemnified Parties") from and against all damages, liabilities, penalties, costs, losses, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees and legal costs (collectively, "Damages"), arising from or in any way connected to any claim by any individual, partnership, firm, association, corporation, limited liability company, trust and any other form of governmental or business entity ("Person") in connection with any of the following: the transfer of this project, the sale of property or services or any future CRTs that may be issued in connection with the above project.

I declare that all statements contained herein are true and correct, to the best of my knowledge, and are made with full knowledge that the Reserve and all users of the Program rely upon the truth of the statements contained in this Project Transfer Attestation Form. I am duly authorized to make this declaration on behalf of my organization.

PROJECT DEVELOPER TRANSFEROR

PROJECT DEVELOPER TRANSFEE

Name:
 Title:
 Organization Name:
 Phone:
 E-mail:

Name:
 Title:
 Organization Name:
 Phone:
 E-mail:

Exhibit D

Lost Letter of Credit Affidavit Form

CERTIFICATE REGARDING LOST LETTER OF CREDIT

The undersigned, Hernando County ("County"), hereby represents, warrants and certifies to BNP Paribas, in its capacity as issuer of [Irrevocable Letter of Credit No. 04169983 (the "Letter of Credit") that:

1. The County received the original Letter of Credit and the County is the sole beneficiary of the Letter of Credit.

2. The County has caused a diligent search of its files and vault in order to locate the original Letter of Credit and the original Letter of Credit has not been found. The original Letter of Credit has been inadvertently lost, misplaced or destroyed.

3. The County has taken no action to give or pledge, sell, assign, transfer, hypothecate, deposit, endorse in blank or otherwise or in any other manner dispose of the Letter of Credit or any interest therein to any person, firm or corporation, nor has any record or correspondence been found which indicates that the County has entrusted the possession of the Letter of Credit to any person, firm or corporation for safekeeping or for any other purpose.

4. No person, firm, corporation, court or government agency, has, or has asserted, any right, title, claim, interest in, to, or respecting the Letter of Credit or the proceeds thereof.

5. This certificate is made for the purpose of inducing BNP Paribas to cancel the Letter of Credit and, in consideration of same, the County hereby indemnifies and holds BNP Paribas, and its successors and assigns (collectively, the "Indemnified Parties"), harmless from and against any claim, liability, loss, damage and expense, including legal fees and disbursements, suffered or incurred in connection with, or arising out of the loss and/or the subsequent presentation of the original Letter of Credit and for any misrepresentation made hereunder.

6. The County hereby agrees that if the original Letter of Credit is subsequently found by the County or comes into the County's possession, the County will immediately surrender the original Letter of Credit to BNP Paribas for cancellation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[] [], 20__

HERNANDO COUNTY

By _____
Name:
Title:

STATE OF _____)
) SS.:
COUNTY OF _____)

On the ____ day of [] [], 2025, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is a _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his name thereto by authority of the board of directors of said corporation.
