

LETTER OF AMENDMENT

December 7, 2022

Trillium Transportation Fuels, LLC
2929 Allen Parkway, Suite 4100
Houston, TX 77019

Attn: Ryan Erickson

Re: Letter of Amendment
220909C

Dear Development Entity:

Per the terms of the Public-Private Transportation Partnership Agreement, as amended (hereinafter "PPA"), the Parties amend the terms of the PPA by adding a Project Site in accordance with Section 10.11 of the PPA as shown in the attached Exhibits.

The following accompanying Exhibits have been updated:

- 1) Schedule 3 (Site Access Restrictions);
- 2) Schedule 8 (Payment Mechanism);
- 3) Table 1 of Schedule 18 (Technical Provisions) of the PPA; and
- 4) Table 2 of Schedule 18 (Technical Provisions) of the PPA.

Copies of these updated Exhibits are attached hereto and hereby supersede and replace the corresponding exhibit attached to the PPA.

This Letter of Amendment will become effective once all required signatures are affixed to this document.

We are requesting your concurrence as to the amendment of the PPA. If you agree to the terms of this Letter of Amendment amending the PPA, please indicate below by signing and noting your title where indicated.

On behalf of the above-named Development Entity, I agree to the amendment of the above-referenced agreement. I agree to all terms and conditions included in the subject agreement and all previous amendments thereto, if any.

Signature: Ryan Erickson Date: 12/21/2022

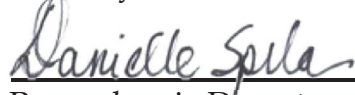
Title: Vice President

All terms and conditions of the PPA not affected by this Letter of Amendment remain in full force and effect.

This Letter of Amendment is not effective until the Office of Comptroller Operations signs

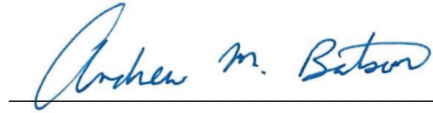
and dates this Letter of Amendment. The Department will forward a copy of the fully executed Letter of Amendment for your files.

Sincerely,



Pennsylvania Department of Transportation

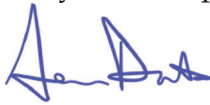
Approved for Form and Legality:



for Secretary of Transportation

1/6/2023

Date



for Chief Counsel *WDM* 1/9/2023

1/10/2023

Date

Ann Lefevre

Digitally signed by Ann Lefevre
Date: 2023.01.11 09:49:16 -05'00'

Comptroller Signature

Date

FC: 3900037982

Vendor: 432596

SCHEDULE 3

SITE ACCESS RESTRICTIONS

| <i>Project Site</i> | <i>Access Restrictions</i> |
|---------------------|---|
| AMTRAN | <ul style="list-style-type: none"> • No specific restrictions. • Development Entity shall cooperate and coordinate with AMTRAN to accommodate bus traffic. |
| BCTA | <p>The exact nature of restrictions will be determined by Development Entity final design plans for the facility. General guidance below:</p> <p style="padding-left: 40px;">Development Entity shall take care to limit impacts to BCTA's operation and on the operation of other lessee's of the property (including but not limited to BCRC).</p> <p style="padding-left: 40px;">Development Entity shall submit for BCTA approval a staging plan to delineate parts of the property (parking lot) to be used for storage of construction equipment, etc. that minimizes the impact of the construction.</p> <p style="padding-left: 40px;">Main entrance and exit to and Pleasant Drive is busy. Construction traffic may be limited at this location and may require off hours construction.</p> <p style="padding-left: 40px;">Development Entity shall submit for BCTA approval a detour plan for non-construction traffic during construction at this location.</p> |
| BTA | No specific restrictions are anticipated at this time. Development Entity shall cooperate and coordinate with BTA to accommodate bus traffic. |
| CAMTRAN - Johnstown | Access to main gate shall be maintained at all times in case of emergency. |
| CAMTRAN – Ebensburg | No specific restrictions. |
| CAT | No specific restrictions. |
| CATA | <ul style="list-style-type: none"> • Driveway shall not be completely blocked at any time. • Traffic flow must be available at all times. • Any lane restrictions would need to be coordinated with Gannett Fleming the CM and CATA. |

| <i>Project Site</i> | <i>Access Restrictions</i> |
|---------------------|---|
| COLT/LT | <p>Although COLT/LT will make every effort to accommodate construction activities, the following should be noted:</p> <ul style="list-style-type: none"> • Access in and out of COLT/LT facility may be limited between the hours of 6 am and 7:30 am during morning pullout. • Access in and out of COLT/LT facility may be limited between the hours of 5 pm and 6:30 pm. |
| COLTS | No specific restrictions. |
| CRATA | <p>Morning pull out is between 6:00am – 8:00am</p> <p>Main shift change with drivers and vehicles is between 2:30 – 4:00pm.</p> <p>CRATA maintenance facility will be under construction in spring/summer 2016. It is anticipated that the facility will be designed and built to meet CNG standards.</p> |
| EMTA | No specific restrictions. |
| FACT | No specific restrictions, assuming construction operations occur during regular business hours . |
| HPT | No specific restrictions. |
| INDIGO | During winter months, access shall be maintained to the wash bay in the evening and 1 maintenance bay for daily repairs. |
| LANTa – Allentown | <ul style="list-style-type: none"> • Access/egress to both doors of Maintenance garage shall be maintained during peak hours (to be determined). • Access to/from the main door from the interior of the property shall be maintained at all times. • Access/egress to/from the Allentown property from either Lehigh St or Cumberland St shall be maintained at all times. |
| LCTA | No specific restrictions. |
| MCRCOG | No specific restrictions, assuming the construction phase is completed outside of existing MCRCOG footprint. |
| MCTA | No specific restrictions. |
| MMVTA | No specific restrictions. |

| <i>Project Site</i> | <i>Access Restrictions</i> |
|--------------------------|--|
| NCATA | No specific restrictions. |
| STS | No specific restrictions. |
| WCTA | No specific restrictions. |
| CPTA – York & Gettysburg | Shared driveway (located between transit buildings) shall be kept open at all times. |

SCHEDULE 8**PAYMENT MECHANISM****1. PAYMENT****1.1 Milestone Payments**

- (a) A Milestone Payments shall be payable upon the achievement of CNG Readiness at each Project Site.
- (b) The amount of the Milestone Payment in respect of each Project Site shall be equal to the amount set forth in respect of such Project Site in Table 1 below.

| <i>Project Site</i> | <i>Milestone Payment</i> | <i>Project Site</i> | <i>Milestone Payment</i> |
|---------------------|--------------------------|---------------------|--------------------------|
| CATA | \$2,079,882 | LCTA | \$2,521,680 |
| EMTA | \$2,723,877 | MCTA | \$1,112,212 |
| CPTA – York | \$3,120,605 | CRATA | \$1,478,419 |
| CPTA – Gettysburg | \$1,403,933 | COLT/LT | \$1,781,158 |
| CAMTRAN – Johnstown | \$2,598,905 | STS | \$1,213,098 |
| CAMTRAN - Ebensburg | \$1,537,890 | | |
| INDIGO | \$1,883,472 | | |
| MMVTA | \$1,878,930 | BTA | \$2,279,529 |
| LANTa – Allentown | \$2,674,140 | MCRCOG | \$1,601,012 |
| | | FACT | \$1,629,846 |
| WCTA | \$2,501,609 | | |
| COLTS | \$3,068,060 | | |
| NCATA | \$2,440,327 | CAT | \$2,191,393 |
| AMTRAN | \$1,972,909 | HPT | \$2,467,540 |
| BCTA | \$2,178,312 | AGGREGATE | \$50,338,738 |

1.2 Monthly Payments After CNG Readiness

(a) Monthly Payments for any Month (m) in a Calendar Year (y) during the Term shall be calculated using the following formula. The first month using the following formula will be when y = 2023 m = February and m-1 = January:

(b) $MP_{my} = IF_{my} + CF_{m-1,y} - MMPD_{m-1} - MRF_{m-1} - MLA_{m-1} - EC_{m-1} - NGC_{m-1}$

(c) Where:

- (a) IF_{my} = the Infrastructure Fee for Month (m) in a Calendar Year (y) calculated as set forth in Section 1.2.1 below;
- (b) CF_{m-1} = the Compression Fee for Month (m-1) in a Calendar Year (y) calculated as set forth in Section 1.2.2 below;
- (c) $MMPD_{m-1}$ = the Monthly Maintenance Payment Deduction for Month (m-1) calculated in accordance with Section 2.1 (Payment Deductions) of this Schedule 8 (Payment Mechanism);
- (d) MRF_{m-1} = the Monthly Royalty Fee for Month (m-1) calculated in accordance with Section 2.1 (Payment Deductions) of this Schedule 8 (Payment Mechanism);
- (e) MLA_{m-1} = the Monthly Liquidated Damages Amount for Month (m-1) calculated in accordance with Section 2.1 (Payment Deductions) of this Schedule 8 (Payment Mechanism);
- (f) EC_{m-1} = the cost of kwh supplied to any CNG Fueling Station Facilities for Month (m-1) to enable the Development Entity to conduct Commercial Sales in accordance with Section 16.2 (Supply for Commercial Sales) of the PPA, calculated in accordance with Section 2.1 (Payment Deductions) of this Schedule 8 (Payment Mechanism);
- (g) NGC_{m-1} = the cost of natural gas supplied to any CNG Fueling Station Facilities for Month (m-1) to enable the Development Entity to conduct Commercial Sales in accordance with Section 16.2 (Supply for Commercial Sales) of the PPA, calculated in accordance with Section 2.1 (Payment Deductions) of this Schedule 8 (Payment Mechanism);

provided, that to the extent the sum of the Monthly Maintenance Payment Deduction, Monthly Royalty Fee, Monthly Liquidated Damages Amount and the cost of electricity and natural gas supplied to CNG Fueling Station Facilities to enable the Development Entity to conduct Commercial Sales in accordance with Section 16.2 (Supply for Commercial Sales) of the PPA, in each case for Month (m-1), exceeds the aggregate value of CF for Month (m-1) and IF for Month (m), such excess shall be added to the calculation of MMPD, MRF, MLA, EC and NGC in respect of the succeeding Month.

1.2.1 Infrastructure Fee

The Infrastructure Fee (IF) for any Month (m) in a Calendar Year (y) during the Term shall be calculated using the following formula:

$$IF_{m,y} = \sum_1^X (MIF_{m,y})$$

Where, in respect of each Project Site (x):

$MIF_{m,y}$ = the Maximum Infrastructure Fee for Month (m) in Calendar Year (y) in respect of each Project Site which shall have achieved CNG Readiness calculated as:

$$MIF_{m,y} = \left(\frac{d_{m,y}}{d_y} \right) \times MIF_y$$

where:

- (A) $d_{m,y}$ = the number of days in Month (m) in Calendar Year (y) from the start of Month (m) (or the date on which CNG Readiness in respect of such Project Site occurs, if later than the first day of such Month (m)) to the end of Month (m) (or the Termination Date if earlier);
- (B) d_y = the number of days in Calendar Year (y) from the start of Calendar Year (y) (or the date on which CNG Readiness in respect of such Project Site occurs, if later than the first day of such Calendar Year (y)) to the end of Calendar Year (y) (or the Termination Date, if earlier); and
- (C) MIF_y = the Maximum Infrastructure Fee for any Calendar Year (y) in respect of such Project Site (x) as set forth in the table below (including, in respect of any Project Site which shall have achieved Site Completion, the applicable increase in the Maximum Infrastructure Fee in respect of such Project Site set forth in the table below):

The Maximum Infrastructure Fee Table, below, is based on the anticipated CNG Readiness Dates for each Project Site. Therefore, a delay in the achievement of CNG Readiness at a Project Site that arises as a direct result of either a Compensation Event or a Relief Event shall be handled pursuant to Section 12.2 (Compensation Event) and/or Section 12.3 (Relief Event).

Furthermore, if an anticipated CNG Readiness Date for a Project Site as listed in the Maximum Infrastructure Fee Table, below, is not consistent with the actual CNG Readiness Date, the parties shall execute a Letter of Amendment that will include a revised Maximum Infrastructure Fee Table. Adequate funds must be available before the parties execute a Letter of Amendment. The Letter of Amendment is not effective until the duly authorized representatives of the Department, the Development Entity, the Department's Office of Chief Counsel, and the Office of Comptroller Operations sign and date the Letter of Amendment.

| <i>Maximum Infrastructure Fee</i> | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Project Site | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| CATA | \$199,283 | \$199,283 | \$199,283 | \$199,283 | \$199,283 | \$248 | \$253 | \$258 | \$263 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,373 | \$45,210 | \$13,653 |
| EMTA | | | | \$260,987 | \$260,987 | \$260,987 | \$260,987 | \$262,017 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| CPTA – York | \$299,000 | \$299,000 | \$299,000 | \$299,000 | \$299,000 | \$990 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,480 | \$45,210 | \$13,653 |
| CPTA – Gettysburg | | \$134,517 | \$134,517 | \$134,517 | \$134,517 | \$134,517 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| CAMTRAN – Johnstown | \$249,013 | \$249,013 | \$249,013 | \$249,013 | \$249,013 | \$990 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,480 | \$45,210 | \$13,653 |
| CAMTRAN – Ebensburg | \$122,121 | \$147,352 | \$147,352 | \$147,352 | \$147,352 | \$25,232 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| INDIGO | | \$180,464 | \$180,464 | \$180,464 | \$180,464 | \$180,464 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| MMVTA | \$170,015 | \$186,353 | \$186,353 | \$186,353 | \$186,353 | \$16,338 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| LANTa – Allentown | | \$25,622 | \$256,222 | \$256,222 | \$256,222 | \$256,221 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| WCTA | \$158,590 | \$239,691 | \$239,691 | \$239,691 | \$239,691 | \$81,101 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| COLTS | | | | | | | | \$240,721 | \$240,742 | \$257,894 | \$253,282 | \$259,862 | \$19,946 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| NCATA | | \$233,819 | \$233,819 | \$233,819 | \$233,819 | \$233,819 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| AMTRAN | | \$189,034 | \$189,034 | \$189,034 | \$189,034 | \$189,034 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| BCTA | \$103,213 | \$208,714 | \$208,714 | \$208,714 | \$208,714 | \$105,501 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| LCTA | | | | | | | \$242,624 | \$242,644 | \$242,665 | \$259,817 | \$255,204 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| MCTA | | | | \$106,566 | \$106,566 | \$106,566 | \$106,566 | \$106,566 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| CRATA | \$22,703 | \$141,654 | \$141,654 | \$141,654 | \$141,654 | \$118,951 | \$1,010 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| COLT/LT | | \$126,710 | \$170,661 | \$170,661 | \$170,661 | \$170,661 | \$43,951 | \$1,030 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| STS | | | | | | \$116,232 | \$116,233 | \$117,262 | \$117,283 | \$134,435 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |

| Maximum Infrastructure Fee | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------------|------|------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Project Site | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
| HPT | | | | | | | \$164,503 | \$164,503 | \$164,503 | \$164,503 | \$164,503 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| BTA | | | \$177,507 | \$239,963 | \$239,963 | \$239,963 | \$239,963 | \$62,456 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| MRCOG | | | | \$153,400 | \$153,400 | \$153,400 | \$153,400 | \$153,400 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| FACT | | | \$115,518 | \$156,163 | \$156,163 | \$156,163 | \$156,163 | \$40,645 | \$1,051 | \$18,203 | \$13,591 | \$20,171 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$30,878 | \$39,974 | \$40,689 | \$45,210 | \$13,653 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| CAT | | | | | | | | \$183,768 | \$183,768 | \$183,769 | \$197,359 | \$203,939 | \$18,936 | \$26,301 | \$24,690 | \$32,892 | \$7,720 | \$9,197 | \$9,381 | \$10,424 | \$3,148 |
| | | | | | | | | | | | | | | | | | | | | | |

1.2.2 Compression Fees

The Compression Fee (CF) for any Month (m-1) in a Calendar Year (y) during the Term shall be calculated using the following formula:

$$CF_{m-1,y} = \sum_1^x (V_{m-1,y} \times F_y)$$

Where, in respect of each Project Site (x):

- (a) $V_{m-1,y}$ = the actual volume of natural gas compressed for Transit Agency Vehicles by the CNG Equipment Compound located at such Project Site for Month (m-1) in Calendar Year (y); and
- (b) F_y = the fee charged per GGE in accordance with the following (subject to Indexation in accordance with Section 2.2 of this Schedule 8 (Payment Mechanism)). By February 15 of each Calendar Year (y), beginning with Calendar Year 2023 (y=2023), the Department will set the fee in conjunction with the Development Entity based on the projected volume (PV_y) of natural gas to be compressed for Transit Agency Vehicles by the CNG Equipment Compound located at all Project Sites for Calendar Year (y):

| PV_y | F_y |
|-------------------------------------|--------|
| 0 to 1,500,000.000 GGEs | \$0.88 |
| 1,500,000.001 to 2,000,000.000 GGEs | \$0.76 |
| 2,000,000.001 to 2,500,000.000 GGEs | \$0.67 |
| 2,500,000.001 to 3,000,000.000 GGEs | \$0.61 |
| 3,000,000.001 to 3,500,000.000 GGEs | \$0.56 |
| 3,500,000.001 to 4,000,000.000 GGEs | \$0.51 |
| 4,000,000.001 to 4,500,000.000 GGEs | \$0.47 |
| 4,500,000.001 to 5,000,000.000 GGEs | \$0.43 |
| 5,000,000.001 to 5,500,000.000 GGEs | \$0.40 |
| 5,500,000.001 to 6,000,000.000 GGEs | \$0.37 |
| 6,000,000.001 and greater | \$0.35 |

2. PAYMENT ADJUSTMENTS

2.1 Payment Deductions

- (a) $MMPD_{m-1,y}$ = the Monthly Maintenance Payment Deduction (MMPD) for any Month (m-1) in Calendar Year (y) during the Term shall be calculated as follows:

$$MMPD_{m-1,y} = \sum_1^X (NCPV \times NCP_{m-1})$$

where:

- (i) NCPV = the unit value of \$25 for each Noncompliance Point accrued during Month (m), subject to indexation in accordance with Section 2.2 (Indexation) of this Schedule 8 (Payment Mechanism); and
 - (ii) NCP_{m-1} = the aggregate number of Noncompliance Points accrued in Month (m-1) in accordance with Article 11 (Noncompliance Events) and Schedule 7 (Noncompliance Points Table).
- (b) MRF_{m-1} = Monthly Royalty Fee for Month (m-1), calculated in accordance with the following formula:

$$MRF_{m-1} = AVS_{m-1} \times CSF_y$$

Where:

- (i) AVS_{m-1} = the actual volume of Commercial Sales at the applicable Project Site for Month (m-1); and
 - (ii) CSF_y = \$0.08 (subject to Indexation in accordance with Section 2.2 of this Schedule 8 (Payment Mechanism)).
- (c) MLA_{m-1} = the Monthly Liquidated Damages Amount, calculated as the cumulative amount of all costs and expenses due and payable by the Development Entity to the Department pursuant to Section 7.9 (Late Completion Costs), together with all liquidated damages due and payable by the Development Entity to the Department pursuant to Section 11.4 (Liquidated Damages), in each case as of the end of Month (m-1).
- (d) EC_{m-1} = the cost of kwh supplied to any CNG Fueling Station Facilities for Month (m-1) to enable the Development Entity to conduct Commercial Sales in accordance with Section 16.2 (Supply for Commercial Sales) of the PPA, calculated in accordance with the following formula:

$$EC_{m-1} = FPEC_{m-1} + SPEC_{m-1}$$

Where:

- (i) $FPEC_{m-1}$ = the first portion of the cost of kwh in Month (m-1) supplied to any CNG Fueling Station Facilities for the electricity billing period including Month (m-2) and Month (m-1) to enable the Development Entity to conduct Commercial Sales in accordance with Section 16.2 (Supply for Commercial Sales) of the PPA, calculated in accordance with the following formula:

$$FPEC_{m-1} = [GGECF_{m-1} / GGETF] \times TAEPPF$$

- (ii) $GGECE_{m-1}$ = the volume of natural gas compressed and dispensed by the Development Entity on the corresponding days of Month (m-1) included in the electric bill that includes portions of Month (m-2) and Month (m-1) that enables the Development Entity to conduct Commercial Sales pursuant to Section 16.2 (Supply for Commercial Sales), as evidenced by the monthly billing reports.
- (iii) $GGETF$ = the volume of natural gas compressed and dispensed at the applicable CNG Fueling Station Facilities for portions of Month (m-2) and Month (m-1) that match the dates of the electric bill that includes Month (m-2) and Month (m-1), as evidenced by the monthly billing reports.
- (iv) $TAEPE$ = the actual amount paid by the applicable Transit Agency in respect of electricity consumed by the applicable Project Site for portions of Month (m-2) and Month (m-1), as evidenced by the electricity provider's invoice that includes portions of Month (m-2) and Month (m-1);
- (v) $SPEC_{m-1}$ = the second portion of the cost of kwh in Month (m-1) supplied to any CNG Fueling Station Facilities for the electricity billing period including Month (m-1) and Month (m) to enable the Development Entity to conduct Commercial Sales in accordance with Section 16.2 (Supply for Commercial Sales) of the PPA, calculated in accordance with the following formula:
- $$SPEC_{m-1} = [GGECS_{m-1} / GGETS] \times TAEPE$$
- (vi) $GGECS_{m-1}$ = the volume of natural gas compressed and dispensed by the Development Entity and notified to the Department on the corresponding days of Month (m-1) included in the electric bill that includes portions of Month (m-1) and Month (m) that enables the Development Entity to conduct Commercial Sales pursuant to Section 16.2 (Supply for Commercial Sales).
- (vii) $GGETS$ = the volume of natural gas compressed and dispensed at the applicable CNG Fueling Station Facilities for portions of Month (m-1) and Month (m) that match the dates of the electric bill that includes Month (m-1) and Month (m), as evidenced by the monthly billing report.
- (viii) $TAEPE$ = the actual amount paid by the applicable Transit Agency in respect of electricity consumed by the applicable Project Site for portions of Month (m-1) and Month (m), as evidenced by the electricity provider's invoice that includes portions of Month (m-1) and Month (m);
- (e) NGC_{m-1} = the cost of natural gas supplied to any CNG Fueling Station Facilities for Month (m-1) to enable the Development Entity to conduct Commercial Sales in accordance with Section 16.2 (Supply for Commercial Sales) of the PPA, calculated in accordance with the following formula:

$$NGC_{m-1} = [NGCT_{m-1}] \times [PCF_{m-1}]$$

Where:

- (i) $NGCT_{m-1}$ = the portion of Transit Agency's monthly natural gas invoice allocated to the applicable CNG Fueling Station Facilities calculated in accordance with the following formula:

$$NGCT_{m-1} = [TAGP_{m-1}] X ([VF_{m-1}]/[VT_{m-1}])$$

- (ii) $TAGP_{m-1}$ = the actual amount paid by the applicable Transit Agency in respect of natural gas consumed by the applicable Project Site for Month (m-1), as evidenced by the natural gas provider's invoice;
- (iii) VT_{m-1} = the total volume of natural gas consumed by the applicable Project Site for Month (m-1), as evidenced by the natural gas supplier's invoice;
- (iv) VF_{m-1} = the volume of natural gas consumed by the applicable CNG Fueling Station Facilities for Month (m-1), as evidenced by the natural gas supplier's invoice or installed meter or sub-meter;
- (v) PCF_{m-1} = the portion of the natural gas consumed by the applicable CNG Fueling Station Facilities allocated to Commercial Sales, calculated in accordance with the following formula:

$$PCF_{m-1} = VCF_{m-1} / VF_{m-1}$$

- (vi) VCF_{m-1} = the volume of natural gas notified by the Development Entity to the Department in respect of Month (m-1) to enable the Development Entity to conduct Commercial Sales pursuant to Section 16.2 (Supply for Commercial Sales).

2.2 Indexation

- (a) On each Indexation Review Date, each Indexable Element shall be adjusted by applying to it the Indexation Formula set forth in Section 2.2(c) below; **provided**, that the Indexable Elements shall not be adjusted in the event that the value of CPI as of the relevant Indexation Review Date is less than the value of CPI as of the Indexation Base Date.
- (b) On each occasion that an Indexable Element is to be adjusted in accordance with this Section 2.2(b), the Indexation Formula shall be applied to the Indexable Element applicable immediately before the relevant Indexation Review Date.
- (c) For the purposes of calculating indexation pursuant to Section 2.2(a), the following definitions apply:

(a) **Indexation Formula** means $IE_m = IE_{base} \times \left(\frac{b}{a}\right)$;

- (b) IE_m means the Indexable Element applicable on or immediately after the relevant Indexation Review Date;

- (c) IE_{base} means the Indexable Element applicable as of the Indexation Base Date;

- (d) **a** means the value of CPI as of the Indexation Base Date; and
- (e) **b** means the value of CPI as of the relevant Indexation Review Date.

3. ANNUAL PAYMENT ADJUSTMENTS

3.1 Previous Calendar Year Compression Fee Determination

Upon approval of the February Monthly Performance Payments for Calendar Year (y), beginning with Calendar Year 2024 (y=2024), for all of the Project Sites for payment by the Department, the following analysis will take place regarding the need for an adjustment to the Compression Fees that were paid for the volume of natural gas compressed in Calendar Year (y-1) using the following Table where:

- (a) AF_{y-1} = the actual fee to have been charged per GGE for Calendar Year (y-1) in accordance with the following (subject to Indexation in accordance with Section 2.2 of this Schedule 8 (Payment Mechanism)):

| AV_{y-1} | AF_{y-1} |
|-------------------------------------|------------|
| 0 to 1,500,000.000 GGEs | \$0.88 |
| 1,500,000.001 to 2,000,000.000 GGEs | \$0.76 |
| 2,000,000.001 to 2,500,000.000 GGEs | \$0.67 |
| 2,500,000.001 to 3,000,000.000 GGEs | \$0.61 |
| 3,000,000.001 to 3,500,000.000 GGEs | \$0.56 |
| 3,500,000.001 to 4,000,000.000 GGEs | \$0.51 |
| 4,000,000.001 to 4,500,000.000 GGEs | \$0.47 |
| 4,500,000.001 to 5,000,000.000 GGEs | \$0.43 |
| 5,000,000.001 to 5,500,000.000 GGEs | \$0.40 |
| 5,500,000.001 to 6,000,000.000 GGEs | \$0.37 |
| 6,000,000.001 and greater | \$0.35 |

Where, in respect of each Project Site (x):

$$TV_{x,y-1} = \sum_{m=1}^{12} V_{m,y-1}$$

- (b) $TV_{x,y-1}$ = the actual volume of natural gas compressed for Transit Agency Vehicles by the CNG Equipment Compound located at such Project Site (x) in Calendar Year (y-1); and
- (c) $V_{m,y-1}$ = the actual volume of natural gas compressed for Transit Agency Vehicles by the CNG Equipment Compound located at such Project Site (x) for Month (m) in Calendar Year (y-1);

Where, in respect to the Project:

- (d) AV_{y-1} = the actual volume of natural gas compressed for Transit Agency Vehicles by the CNG Equipment Compounds located at all Project Sites in Calendar Year (y-1); and

$$AV_{y-1} = \sum_{i=1}^n TV_{i,y-1}$$

3.2 Previous Calendar Year Compression Fee Reconciliation

Upon approval of the February Monthly Performance Payments for Calendar Year (y), beginning with Calendar Year 2024 (y=2024), for all of the Project Sites for payment by the Department, the following analysis will take place regarding the need for an adjustment to the Compression Fees that were paid for the volume of natural gas compressed in Calendar Year (y-1). The Department will generate an invoice to the attention of the Development Entity. The Development Entity will have thirty (30) calendar days by which to pay the Department the indicated amount.

The Compression Fee Reconciliation should be determined in accordance with the following: the Compression Fee that should have been paid for Calendar Year (y-1) will be compared with the actual fee (AF_{y-1}) versus the fee (F_{y-1}) for the actual volume (AV_{y-1}) of natural gas compressed for Calendar Year (y-1) for all Project Sites.

- (a) The Development Entity submits a Compression Fee Reconciliation when $AF_{y-1} > F_{y-1}$ for the amount:

$$\text{Compression Fee Reconciliation} = AV_{y-1} \times (AF_{y-1} - F_{y-1})$$

- (b) The Development Entity remits payment to the Department when $AF_{y-1} < F_{y-1}$ for the amount:

$$\text{Payment to the Department} = AV_{y-1} \times (F_{y-1} - AF_{y-1})$$

- (c) Nothing is done when $AF_{y-1} = F_{y-1}$.

11 APPENDICES

11.1 Table 1: Participating Transit Agencies

| PennDOT CNG P3 – Amendment B - Table: 1 Participating Transit Agencies | | | | |
|--|---|---|---|--|
| | | Agency | Location | Project Site Address |
| Tier 1 | CAMTRAN | Cambria County Transit Authority | Johnstown | 502 Maple Avenue, Johnstown PA, 15901 |
| | CATA | Centre Area Transportation Authority | State College | 2081 West Whitehall Road, State College PA, 16801 |
| | CPTA | Central Pennsylvania Transportation Authority | York | 415 Zarfoss Drive, York PA, 17404 |
| Tier 2 | MMVTA | Mid Mon Valley Transit Authority | Donora | 72 East 8th Street, Donora PA, 15033 |
| | CAMTRAN | Cambria County Transit Authority | Ebensburg | 1226 North Center Street, Ebensburg PA, 15931 |
| | INDIGO | Indiana County Transit Authority | Indiana | 1657 Saltsburg Avenue, Indiana PA, 15701 |
| | LANTa | Lehigh and Northampton Transportation Authority | Allentown | 1060 Lehigh Street, Allentown PA 18103 |
| | WCTA | Westmoreland County Transit Authority | Greensburg | 1823 Business Route 66, Greensburg PA, 15601 |
| | COLTS | County of Lackawanna Transit System | Scranton | 800 North/South Road, Scranton PA 18504 |
| | NCATA | New Castle Area Transit Authority | New Castle | 311 Mahoning Ave, New Castle PA, 16102 |
| | AMTRAN | Altoona Metro Transit | Altoona | 3301 Fifth Avenue, Altoona PA, 16602 |
| | BCTA | Beaver County Transit Authority | Aliquippa | 131 Pleasant Drive, Aliquippa PA, 15001 |
| | | | | |
| | CPTA | Central Pennsylvania Transportation Authority | Gettysburg | 159 North 4th Street, Gettysburg PA, 17325 |
| | LCTA | Luzerne County Transportation Authority | Kingston | 315 Northampton Street, Kingston PA, 18704 (Building Modifications) |
| | | | Wilkes-Barre | 300 South Pennsylvania Ave, Wilkes-Barre, PA 18701 (Fueling Station) |
| | MCTA | Monroe County Transportation Authority | Swiftwater | 134 MCTA Drive, Swiftwater PA 18370 |
| | CRATA | Crawford Area Transportation Authority | Meadville | 13227 Dunham Road, Meadville PA 16335 |
| | EMTA | Erie Metropolitan Transit Authority | Erie | 127 East 14th Street, Erie PA, 16512 |
| | COLT/LT | County of Lebanon Transit Authority | Lebanon | 200 Willow Street, Lebanon PA, 17046 |
| | STS | Schuylkill Transportation System | St. Clair | 252 Industrial Park Drive, St. Clair PA, 17970 (Building Modifications) |
| | | | | 300 Wade Road, St. Clair PA 17970 (Fueling Station) |
| | | | | |
| BTA | Butler Transit Authority | Butler | 130 Hollywood Drive, Butler PA, 16001 | |
| MCRCOG | Mercer County Regional Council of Governments | Hermitage - Virginia Rd | 5200 Virginia Rd, Hermitage PA, 16148 | |
| FACT | Fayette Area Coordinated Transportation | Lemont Furnace | 825 Airport Road, Lemont Furnace PA, 15456 | |
| HPT | Hazleton Public Transit | Hazleton | 5220 Old Airport Road, Hazle Township, PA 18202 | |
| | | | | |

PennDOT CNG P3 – Amendment B - Table: 1 Participating Transit Agencies

| | | Agency | Location | Project Site Address |
|---------------|-----|----------------------|-----------------|-----------------------------|
| Tier 3 | CAT | Capital Area Transit | Harrisburg | [TBD] Harrisburg, PA |
| | | | | |

11.2 Table 2: Site Specific Performance Requirements

| Table 2: Site Specific Performance Requirements (Amendment B) | | | | | | | | | |
|---|---------|---|------------------------|---|--|---|-------------------------|------------------------------|---|
| | Agency | Location | CNG Readiness Deadline | Fueling Window | Dispatch Time | Maintenance & Storage Facilities Modification Part of the Project | Type of Fueling Station | Design Vehicle Length (feet) | Required CNG Commercialization Activities |
| Tier 1 | CAMTRAN | Cambria County Transit Authority | 11-Apr-17 | Monday - Friday: 3:00PM - 10:30PM Saturday - Sunday: 2:00PM - 7:30PM | Monday - Friday: 4:30AM Saturday 6:00AM Sunday 9:00AM | Yes | Permanent | 35 | Yes |
| | CATA | Centre Area Transportation Authority | 26-July-17 | Full Service for 33 Weeks Monday - Friday: 12:30PM - 5:00AM Saturday: 6:00PM - 5:00AM Sunday: 10:00PM - 1:30AM Red Service for 19 Weeks Monday - Friday: 6:00PM - 2:30AM Saturday - Sunday: 8:00PM - 2:00AM | Monday - Friday: 4:20AM Saturday: 5:45AM Sunday: 6:45AM | No | Permanent | 40 | No |
| | CPTA | Central Pennsylvania Transportation Authority | 23-May-17 | Monday - Saturday: 6:00PM - 12:00 AM Sunday: 9:00PM - 10:00PM | Monday - Sunday: 4:30AM (Paratransit) Monday - Sunday: 5:30AM (Fixed Route Buses) | No | Permanent | 45 | Yes |
| Tier 2 | MMVTA | Mid Mon Valley Transit Authority | 30-May-17 | Monday - Sunday: 6:00PM - 10:00PM | Monday - Friday: 4:00AM; Saturday: 5:00AM; Sunday: 7:00AM | Maintenance - Yes Storage - No | Permanent | 40 | No |
| | CAMTRAN | Cambria County Transit Authority | 26-July-17 | Monday - Friday: 7:00AM - 6:00PM | Monday - Friday: 6:30AM | Yes | Permanent | 35 | No |
| | INDIGO | Indiana County Transit Authority | 10-Oct-18 | Monday - Sunday: 5:00PM - 3:00AM | Monday - Friday: 5:30AM Saturday: 7:00AM Sunday: 11:30AM | Yes | Permanent | 35 | Yes |
| | LANTa | Lehigh and Northampton Transportation Authority | 26-Feb-18 | Monday - Saturday: 4:00PM - 12:30AM Sunday: 5:00PM - 8:00PM | Monday - Saturday: 4:40AM Sunday: 6:00AM | Yes | Permanent | 40 | No |
| | WCTA | Westmoreland County Transit Authority | 30-Jun-17 | Monday - Friday: 7:00AM - 10:00PM Saturday: 7:00AM - 5:00PM | Monday - Friday: 4:50AM Saturday: 7:00AM | Yes | Permanent | 45 | No |
| | COLTS | County of Lackawanna Transit System | 30-Apr-24 | Monday - Saturday: 6:00PM - 2:00 AM | Monday - Saturday: 5:30AM | Yes | Permanent | 35 | No |
| | NCATA | New Castle Area Transit Authority | 2-Feb-18 | Monday - Saturday: 3:00PM - 8:30PM | Monday - Friday: 6:00AM Saturday: 6:00AM | Yes | Permanent | 40 | Yes |
| | AMTRAN | Altoona Metro Transit Authority | 30-Mar-18 | Monday - Saturday: 3:00PM-10:40PM | Monday - Saturday: 5:50AM | Yes | Permanent | 35 | No |
| | BCTA | Beaver County Transit Authority | 13-Sep-17 | Monday - Friday: 4:00PM - 12:00AM Saturday: 12:00PM - 8:30PM | Monday - Friday: 4:30AM; Saturday: 6:00AM | Yes | Permanent | 45 | No |
| | CPTA | Central Pennsylvania Transportation Authority | 16-Oct-18 | Monday - Sunday: 4:00PM - 10:00PM | Monday - Saturday (Paratransit Buses): 4:00AM Monday - Sunday (Fixed Route Buses): 7:00AM Monday - Friday (Express Buses): 5:45 AM & 1:45PM | Yes | Permanent | 40 | No |
| | LCTA | Luzerne County Transportation Authority | 1-Nov-23 | Monday - Saturday: 3:00PM - 12:00AM | Monday - Saturday: 5:00AM | Yes | Permanent | 35 | No |
| | CRATA | Crawford Area Transportation Authority | 6-Dec-17 | Monday - Saturday: 4:00PM - 12:00AM | Monday - Friday: 6:00 AM; Saturday: 7:00 AM | No | Permanent | 30 | No |

Table 2: Site Specific Performance Requirements (Amendment B)

| Agency | Location | CNG Readiness Deadline | Fueling Window | Dispatch Time | Maintenance & Storage Facilities Modification Part of the Project | Type of Fueling Station | Design Vehicle Length (feet) | Required CNG Commercialization Activities |
|---------------|---|------------------------|--|---|---|-------------------------|------------------------------|---|
| EMTA | Erie Metropolitan Transit Authority | 23-Sept-20 | Monday - Sunday: 3:30PM - 10:30PM | Monday - Sunday: 5:00AM | No | Permanent | 40 | Yes |
| COLT/LT | County of Lebanon Transit Authority | 30-Mar-18 | Monday - Saturday: 4:00PM - 7:00PM | Monday-Saturday: 6:00AM | Yes | Permanent | 40 | No |
| STS | Schuylkill Transportation System | 31-Dec-22 | Monday - Saturday: 3:00PM - 7:00PM | Monday - Saturday: 6:30AM | Yes | Permanent | 35 | No |
| MCTA | Monroe County Transportation Authority | 31-Aug-20 | Monday - Saturday: 4:00PM - 10:00PM | Monday - Saturday: 4:00AM | Yes | Permanent | 40 | No |
| BTA | Butler Transit Authority | 28-Feb-19 | Monday - Saturday: 4:00PM - 6:00PM (Paratransit) 6:00PM - 1:00PM (Others) | Monday - Saturday: 5:00AM (Paratransit) Monday - Saturday: 7:00AM (Others) | No | Permanent | 45 | No |
| MCRCOG | Mercer County Regional Council of Governments | 22-Jul-20 | Monday - Saturday: 12:00PM - 8:00PM | Monday - Saturday: 4:15AM | Yes | Permanent | 30 | No |
| FACT | Fayette Area Coordinated Transportation | 12-Nov-19 | Monday - Saturday: 4:00PM - 6:00PM | Monday - Saturday: 5:30AM | Yes | Permanent | 30 | No |
| HPT | Hazleton Public Transit | 31-Jul-23 | Monday - Friday 6:30PM - 8:30PM | Monday - Friday 4:50AM | No | Permanent | 30 | No |
| CAT | Capital Area Transit | 31-Dec-2024 | Monday - Saturday: 6:00PM - 9:30PM | Monday - Saturday: 3:45AM | No | Permanent | 45 | No |
| Tier 3 | | | | | | | | |