IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Brightmark Plastics Renewal LLC, *et al.*,[1]	Case No. 25-10472 (LSS)
Debtors.	(Jointly Administered)
	Hearing Date: July 23, 2025, at 2:00 p.m. (ET) **Objection Deadline: June 27, 2025, at 4:00 p.m. (ET)**

DEBTORS' AMENDED MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO SURCHARGE COLLATERAL OF THE INDENTURE TRUSTEE PURSUANT TO 11 U.S.C. 506(c)

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order") pursuant to section 506(c) of title 11 of the United States Code (the "Bankruptcy Code"), authorizing the Debtors to surcharge the Collateral (defined below) of UMB Bank, N.A., in its capacity as trustee and collateral agent (the "Indenture Trustee"), for the costs the Debtors incurred in connection with the protection, preservation, and disposition of the Collateral for the benefit of the Indenture Trustee throughout these Chapter 11 Cases. In support of this motion (this "Motion"), the Debtors submit the *Declaration of G. Robert Powell in Support of Debtors' Amended Motion for Entry of an Order Authorizing the Debtors to Surcharge Collateral of the Indenture Trustee Pursuant to 11 U.S.C. 506(c)* attached hereto as **Exhibit B** and, in further support, the Debtors respectfully represent as follows:

[1] The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Brightmark Plastics Renewal LLC (7907); Brightmark Plastics Renewal Indiana LLC (7118); and Brightmark Plastics Renewal Services LLC (3789). The Debtors' headquarters are located at 1725 Montgomery St, Floor 3, San Francisco, CA 94111.

PRELIMINARY STATEMENT

1. From the outset, the Debtors made clear the primary purpose of these Chapter 11 Cases was to effectuate a value-maximizing sale of all or substantially all of the Debtors' assets through a competitive postpetition sale and marketing process. In the course of just fifty-eight (58) days, the Debtors accomplished exactly that. This process resulted in the sale of substantially all of the Debtors' assets for a cash purchase price of $14.25 million (plus other consideration) primarily for the benefit of the Indenture Trustee which, by its own representation, holds ninety-five percent (95%) of the claims against the Debtors.[2] The Indenture Trustee also believes that there are no liens senior to its liens in respect of the Collateral,[3] and substantially all of the Debtors' assets comprise the Indenture Trustee's Collateral package. Taking the Indenture Trustee at its word, virtually every dollar spent by the estates in these Chapter 11 Cases to maintain and stabilize the Debtors' operations, preserve going-concern value, and market the Debtors' assets, inured to the direct benefit of the Indenture Trustee. Absent the relief sought in this Motion, the Indenture Trustee will receive nearly all of the benefits of the sale process without having the "pay the freight."

2. Equity demands a different outcome. Section 506(c) of the Bankruptcy Code prevents exactly this sort of windfall and permits the surcharge of the Indenture Trustee's Collateral for the benefit of the entirety of the Debtors' estates. In these Chapter 11 Cases, these surchargeable expenses include, without limitation: (i) property taxes;[4] (ii) property insurance; (iii) the estates' professional fees and expenses (whether allowable under sections 327(a) or 363(b) of the

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[2] *See Preliminary and Limited Objection and Reservation of Rights of UMB Bank, N.A., as Trustee, to Debtors' DIP Financing Motion* [Docket No. 90] (the "DIP Objection"), ¶ 4.

[3] *See DIP Objection*, ¶ 15.

[4] Brightmark Indiana (as defined in the First Day Declaration) owns the Circularity Center and the corresponding real property. *See First Day Declaration*, ¶ 16.

Bankruptcy Code or otherwise) necessary to preserve and/or dispose of the Indenture Trustee's Collateral; (iv) employee compensation and workers' compensation claims; (v) costs and expenses incurred in maintaining the Circularity Center and the personal property, equipment and fixtures located therein; (vi) utilities expenses; and (vii) other similar costs, charges, and expenses.

3. The sale and marketing process generated several qualified bids from third party bidders, including three strategic bidders, and fostered a robust and competitive auction process, driving value for the benefit of the Debtors' estates and all of their stakeholders, particularly the Indenture Trustee. The Debtors' estates incurred several millions of dollars of surchargeable expenses fulfilling this endeavor. Absent surcharging the Indenture Trustee's Collateral, however, the heavy weight of all these costs and expenses will be carried by the Debtors' estates—not the Indenture Trustee, who will reap all the benefits. Again, equity demands a different outcome.

JURISDICTION AND VENUE

4. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over the above-captioned chapter 11 cases (these "Chapter 11 Cases"), the Debtors, property of the Debtors' estates, and these matters under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

5. Pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

6. Venue of these Chapter 11 Cases in this district is proper under 28 U.S.C. §§ 1408 and 1409.

7. The statutory bases for the relief requested herein are sections 105(a) and 506(c) of the Bankruptcy Code.

BACKGROUND

8. On March 16, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. These Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). *See* Docket No. 36. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made and no official committees have been appointed in these Chapter 11 Cases.

9. As of the Petition Date, the Debtors, originally founded in 2016, used their own proprietary process and licensed technology from a non-debtor affiliate to reduce plastic waste. The company purchased hard-to-recycle mixed post-consumer and post-industrial plastic waste to convert into valuable chemical feedstocks that can be used to make new plastics. Through this method, the company repurposed hydrocarbons bound for the landfill, providing a more sustainable environmental future.

10. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases is set forth in the *Declaration of Craig R. Jalbert in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 25] (the "First Day Declaration").

11. On April 11, 2025, the Debtors filed the *Debtors' Preliminary Motion for Entry of Order Authorizing the Debtors to Surcharge Collateral of the Indenture Trustee Pursuant to 11*

U.S.C. 506(c) [Docket No. 123] (the "Preliminary Motion"). As the Debtors noted in the Preliminary Motion, they filed the Preliminary Motion because they "thought it prudent to file [the Preliminary] Motion well in advance of any of the dates and deadlines set forth in the Bidding Procedures for the benefit of all parties in interest . . . including the Indenture Trustee." Preliminary Motion, ¶ 50. With the Sale now closed, the Debtors have finalized the costs they incurred in connection with the sale and marketing process and seek a determination regarding the relief previously requested in the Preliminary Motion.

I. The Prepetition Bonds

12. On April 11, 2025, the Indenture Trustee filed its proof of claim, asserting a secured claim in the amount of $179,144,416.67 (the "Proof of Claim"). In the Proof of Claim, the Indenture Trustee asserts a secured claim in substantially all of the Debtors' assets (the "Collateral"). A true and correct copy of the Proof of Claim is attached hereto as **Exhibit C**.

13. Debtor Brightmark Plastics Renewal Indiana LLC ("Brightmark Indiana")[5] was a party to that certain Loan Agreement (the "Loan Agreement") dated March 1, 2019, by and among Brightmark Indiana, and the Indiana Finance Authority. A true and correct copy of the Loan Agreement is attached hereto as **Exhibit D**.

14. Under that certain Trust Indenture (the "Trust Indenture") dated March 1, 2019, by and among the Indenture Trustee and the Indiana Finance Authority, the Indenture Trustee serves as trustee and collateral agent with respect to the obligations under the Loan Agreement. A true and correct copy of the Trust Indenture is attached hereto as **Exhibit E**.

[5] At the time of the execution of the Loan Agreement, Brightmark Indiana was incorporated under the name "RES Polyflow Indiana LLC." Subsequent to the Loan Agreement, RES Polyflow Indiana LLC changed its name to its current name.

15. Brightmark Indiana and the Indenture Trustee are also parties to that certain Mortgage and Security Agreement (the "Mortgage Agreement") dated March 1, 2019, and that certain Pledge and Security Agreement (the "Pledge Agreement," together with the Mortgage Agreement, the "Security Agreements", and together with the Loan Agreement, the Trust Indenture, and the Mortgage Agreement, the "Loan Documents") dated March 1, 2019. Under the Security Agreements, Brightmark Indiana granted a lien in the Collateral to the Indenture Trustee. Mortgage Agreement, Article III; and Pledge Agreement, § 2. True and correct copies of the Mortgage Agreement and Pledge Agreement are attached hereto as **Exhibits F** and **G**, respectively.

II. The Sale

16. As described above, the purpose of these Chapter 11 Cases was to effectuate a value-maximizing sale of substantially all of the Debtors' assets by leading a robust and competitive postpetition sale and marketing process. To that end, on March 17, 2025, the Debtors filed the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate One or More Stalking Horse Bidders and to Provide Bid Protections, (C) Scheduling an Auction and Approving the form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No.

22] (the "Sale Motion").[6] On April 4, 2025, the Court approved the bidding procedures portion of the Sale Motion [Docket No. 85] (the "Bidding Procedures Order").

17. As explained in greater detail in the First Day Declaration, as of the Petition Date, the Debtors' business operated from Brightmark Indiana's facility located in Ashley, Indiana (the "Circularity Center") utilizing intellectual property held by a non-debtor affiliate. However, because the Circularity Center is the first of its kind, the Debtors experienced operational difficulties from the Circularity Center's inception, a significant factor in the filing of these Chapter 11 Cases. Accordingly, central to the sale of the Collateral, was the Circularity Center's ability to continue operations and increase output from current levels. As a result, the Debtors continued to operate and make improvements to the Circularity Center postpetition to demonstrate the Circularity Center's viability and potential to prospective purchasers and ensure the Collateral, at a minimum, maintained its value throughout the sale and marketing process.

18. Throughout the sale and marketing process, the Debtors garnered significant interest in their Assets. As a result, the Debtors received four Qualified Bids prior to the Bid Deadline. Of the four Qualified Bidders, two were unrelated third parties, one was the Indenture Trustee, and one was Brightmark Plastics Ashley Holdco LLC, a non-debtor affiliate of the Debtors (the "Purchaser"). Other than the Indenture Trustee, all Qualified Bidders were strategic purchasers.

19. On May 7, 2025, the Debtors conducted the Auction in accordance with the Bidding Procedures. The Auction included 25 rounds of bidding and lasted over 7 hours. The Auction commenced with a baseline bid by the Purchaser of $7,500,000 in cash, a $7,000,000 credit bid of

[6] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion.

DIP Claims on assets that are not part of the Indenture Trustee's Collateral, and assumption of certain liabilities.

20. After the Sale Hearing, on May 13, 2025, the Court entered an order [Docket No. 191] (the "Sale Order") approving the sale of substantially all of the Debtors' Assets (the "Sale") to the Purchaser. The Purchaser's successful bid consisted of $14,250,000 in cash, a $7,000,000 credit bid of DIP Claims on assets that are not part of the Indenture Trustee's Collateral, and assumption of certain liabilities. On May 13, 2025, the Sale to the Purchaser closed. *See* Docket No. 192.

21. Attached to the Sale Order as Exhibit A is the Asset Purchase Agreement (the "APA") by and among the Debtors and the Purchaser. Pursuant to the APA, the Purchased Assets include "all recoveries by the [Debtors] under 11 U.S.C. § 506(c) whether recovered prior to or after the Closing Date . . . ." APA, Annex A.

22. The cash proceeds of the Sale are being held in escrow pending resolution of this Motion.

III. The Surchargeable Expenses

23. Between the Petition Date and the Sale Closing, the Debtors incurred significant and necessary expenses in preserving, maintaining, and marketing the Collateral for ultimate disposition. These expenses include ad valorem property taxes, fees of estate professionals, and other expenses related to the operation, maintenance, and improvement of the Circularity Center (collectively, and as described in more detail below, the "Surchargeable Expenses"). Each Surchargeable Expense category is described in detail below and a schedule of the Surchargeable

Expenses is attached to the Proposed Order as **Exhibit 1** (the "Surchargeable Expenses Schedule").[7]

a. Property Taxes

24. Prior to the Sale Closing, the Debtors paid *ad valorem* property taxes coming due and owing on the real property on which the Circularity Center is located in the amount of $672,075. Section 506(c) of the Bankruptcy Code expressly permits the surcharge of collateral that is subject to *ad valorem* property taxes. Moreover, the Debtors are obligated to pay all taxes assessed against the Collateral pursuant to the Loan Documents. Loan Agreement, §§ 5.6, 5.12; and Mortgage Agreement, § 5.4.

b. Property Insurance

25. Pursuant to the requirements of the Loan Documents, the Debtors hold a property insurance policy that protects against the risk of loss in respect of the Collateral. *See* Loan Agreement, § 5.7; Mortgage Agreement, § 5.3; and Pledge Agreement, § 5(s). The Debtors recently renewed their property insurance policy. A non-debtor affiliate paid the property insurance premium, and the Debtors are now liable to that non-debtor affiliate for payment of the premium, which the Debtors have agreed to pay in regular installments. Prior to the Closing Date, premium payments to the non-debtor affiliate came due and owing in the amount of $426,319.

c. Investment Banker Fees and Expenses

26. Prior to filing these Chapter 11 Cases, the Debtors retained SSG Advisors, LLC ("SSG") as investment banker. On March 24, 2025, the Debtors filed an application [Docket No. 58] (the "SSG Application"), seeking entry of an order approving the retention of SSG as the

[7] The Debtors reserve the right to change, alter, or amend, the amounts listed in the Surchargeable Expenses Schedule, and to supplement the Surchargeable Expenses Schedule with any other expenses, charges, or costs required to be expended or incurred under any of the Prepetition Credit Documents (as defined in the DIP Motion).

Debtors' investment banker in these Chapter 11 Cases. On April 10, 2025, the Court entered an order approving the retention of SSG and the fee structure described in the SSG Application, effective as of the Petition Date [Docket No. 121].

27. As discussed more fully in the declaration attached to the SSG Application as Exhibit C and the revised engagement agreement filed by the Debtors on April 10, 2025 [Docket No. 108], SSG was primarily responsible for running the sale and marketing process for the Debtors' assets. SSG's work included, among other things, reaching out to potential purchasers, operating the Debtors' virtual data room, scheduling and coordinating site visits of the Circularity Center, and negotiating with Qualified Bidders.

28. The Debtors and SSG agreed to a fee structure whereby the Debtors will pay SSG a $50,000 monthly fee, beginning April 1, 2025, and a fee upon the consummation of a sale of the Debtors' assets that, depending on the status of the purchaser and ultimate purchase price, could be (a) $600,000, (b) $750,000, or (c) two and one-half percent (2.5%) of the total consideration paid under such sale. In addition, the Debtors agreed to reimburse SSG for all out-of-pocket expenses incurred in connection with SSG's work in connection with the sale and marketing process.

29. Given the Sale Closing occurring on May 12, 2025, two monthly fee payments to SSG came due and owing prior to the Sale Closing. Based on the Purchaser's bid, SSG's sale fee is $761,156.00. Additionally, following the Petition Date and prior to the Sale Closing, SSG incurred actual, necessary expenses of $9,343.38. Thus, in total, the Debtors will owe SSG $870,499.38 in fees and expenses on account of SSG's postpetition work in marketing and selling the Debtors' Assets. SSG has filed an application seeking approval of fees and expenses consistent with the above-described fee structure, which is currently pending before the Court [Docket No. 209].

30. SSG's fees and expenses incurred for the investment banking and marketing services directly benefited the Indenture Trustee because these services ultimately led to the disposition of the Collateral for the best price under the circumstances of these Chapter 11 Cases.

d. Counsel Fees and Expenses

31. Prior to these Chapter 11 Cases, the Debtors retained Potter Anderson & Corroon LLP ("Potter Anderson") as counsel to the Debtors. On March 24, 2025, the Debtors filed an application [Docket No. 56] (the "Potter Anderson Application"), seeking entry of an order approving the retention of Potter Anderson as the Debtors' bankruptcy counsel, effective as of the Petition Date. On April 10, 2025, the Court entered an order approving the retention of Potter Anderson, effective as of the Petition Date [Docket No. 116].

32. As discussed in greater detail in the Potter Anderson Application and the supporting declaration attached thereto as Exhibit B, Potter Anderson charges the Debtors its customary hourly rates for all professionals and paraprofessionals involved in these Chapter 11 Cases. The Debtors additionally agreed to reimburse Potter Anderson for the actual cost of all reasonable out-of-pocket expenses incurred by Potter Anderson in connection with these Chapter 11 Cases. Potter Anderson will submit its fees for Court approval in accordance with applicable Bankruptcy Code sections, Bankruptcy Rules, and Local Rules.

33. As part of their representation of the Debtors, Potter Anderson assisted the Debtors and SSG in the sale and marketing process, including, among other things, drafting sale-related documents, including the Bidding Procedures Motion, the Asset Purchase Agreement, and the Sale Order, negotiating nondisclosure agreements and asset purchase agreements with potential purchasers, and generally advising the Debtors regarding the sale and marketing process.

34. Between the Petition Date and the Sale Closing, and in accordance with the applicable rates described in the Potter Anderson Application, Potter Anderson accrued $423,852.00 in fees

related to the sale and marketing process, the Sale, and the Sale Closing. All of these expenses directly benefitted the Indenture Trustee through the ultimate disposition of the Indenture Trustee's Collateral.

e. Independent Manager and Officer Fees and Expenses

35. Prior to the filing of these Chapter 11 Cases, the Debtors retained Timothy J. Bernlohr ("Mr. Bernlohr") as an independent manager of the Debtors. The Debtors, in exercising their business judgment elected to appoint an independent manager with full authority. This appointment, among other things, gave the sale process legitimacy and transparency, encouraging independent potential purchasers to participate in the process such that the sale process could result in the greatest value for the Collateral. During the pendency of these Chapter 11 Cases, Mr. Bernlohr accrued fees in accordance with the prepetition engagement agreement by and among Mr. Bernlohr and the Debtors totaling $35,000.

36. Mr. Bernlohr subsequently appointed Craig R. Jalbert ("Mr. Jalbert") as the Debtors' Chief Restructuring Officer ("CRO"). The Debtors also retained Verdolino & Lowey, P.C. ("Verdolino"), a business and accounting firm for which Mr. Jalbert is a principal, to assist Mr. Jalbert in performing his duties as CRO. On March 24, 2025, the Debtors filed a motion [Docket No. 57] (the "CRO Retention Motion"), seeking to employ Mr. Jalbert as CRO and Verdolino to provide services in support of Mr. Jalbert's duties as CRO. On April 10, 2025, the Court entered an order approving the retention of Mr. Jalbert and Verdolino, effective as of the Petition Date [Docket No. 120].

37. As discussed in greater detail in the supporting declaration attached to the CRO Retention Motion as Exhibit B and the engagement agreement attached to the CRO Retention Motion as Exhibit C, the Debtors pay Mr. Jalbert a flat monthly fee for his services. Additionally, Verdolino charges the Debtors its customary rates for all staff members assisting Mr. Jalbert in his

duties as CRO. The Debtors further agreed to reimburse Verdolino for all reasonable out-of-pocket expenses incurred in connection with their work for the Debtors in these Chapter 11 Cases.

38. As part of Mr. Jalbert's duties as CRO, he has overseen and continues to oversee the day-to-day operations of the Debtors throughout the pendency of these Chapter 11 Cases. Moreover, Mr. Jalbert was tasked with key decision-making responsibilities as part of the sale and marketing process. Verdolino also served as the Debtors' escrow agent to hold and release Good-Faith Deposits made by Bidders as required by the Bidding Procedures Order. Verdolino accrued fees and expenses in connection with the sale process of $30,599.50.

f. Claims and Noticing Agent Fees and Expenses

39. Prior to the filing of these Chapter 11 Cases, the Debtors retained Omni Agent Solutions, Inc. ("Omni") as claims and noticing agent to the Debtors. On March 19, 2025, the Court entered an order [Docket No. 37] approving the retention of Omni, effective as of the Petition Date. As claims and noticing agent to the Debtor, Omni incurred costs related to the sale and marketing process including, among other things, costs associated with serving various sale-related notices. Omni estimates it has expended $18,454.27 in connection with sale-related notices.

g. Health, Safety, and Environmental ("HSE") and Maintenance

40. Prior to the Sale Closing, the Debtors incurred expenses related to health, safety, and environmental measures related to, and in maintenance and development of, the Circularity Center and the personal property located therein (the "HSE & Maintenance Costs"), which was a significant part of the Indenture Trustee's Collateral package. Without spending such amounts, the Circularity Center and personal property constituting Collateral would fall into disarray, create a hazardous environment, and likely depreciate in value. Moreover, as stated in the *Declaration of Mark E. Chesen in Support of the Debtors' Motion for Interim and Final Orders (I) Authorizing*

the Debtors to Obtain Postpetition Financing; (II) Granting Liens and Superpriority Administrative Expense Claims Subject to Certain Permitted Liens; (III) Granting Adequate Protection; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 27] (the "DIP Declaration"), such costs increase—rather than reduce—the value of the Collateral. *See* DIP Declaration, ¶ 40. The HSE & Maintenance Costs were necessary to preserve the value of the Collateral by maintaining the Circularity Center and equipment and personal property therein in good working order, which, in turn, led to greater realized value at the time of disposition of the Collateral. The HSE & Maintenance Costs are consistent with the Debtors' continuing obligations under the Loan Documents to maintain the Collateral in "good repair working order, and condition" and ensure compliance with all applicable environmental laws. Loan Agreement, § 5.12; and Mortgage Agreement, § 5.10.

h. Employee and Contractor Compensation and Workers' Compensation Claims

41. The Debtors continued to operate the Circularity Center postpetition and prior to the Sale Closing. Accordingly, the Debtors continued to pay their employees and independent contractors and maintain workers' compensation programs in the ordinary course of business. Such payments were necessary to the continued operation of the Circularity Center which, in turn, were necessary to the preservation of the Collateral and compliance with the Debtors' obligations to maintain the Collateral under section 5.12 of the Loan Agreement and comply with all environmental laws under section 5.10 of the Mortgage Agreement.

i. Storage Costs

42. Between the Petition Date and the Sale Closing, the Debtors utilized off-site storage for certain of the Collateral. As a result, the Debtors incurred monthly charges in connection with such storage.

j. Utilities

43. Due to their continued operations, the Debtors continued to accrue expenses related to utility services, including gas, electricity, water, sewage, and internet services. The payment of utilities preserves the Collateral for the Indenture Trustee's benefit. For example, electricity and other utility services are necessary to preserve the Collateral and for the Debtors' equipment, operations, and the Circularity Center to remain in good working order, as required under the Loan Documents.

RELIEF REQUESTED

44. The Debtors respectfully request entry of the Proposed Order, authorizing the Debtors to surcharge the Collateral in accordance with 11 U.S.C. § 506(c) in the full amount of the Surchargeable Expenses.

BASIS FOR RELIEF

45. Section 506(c) of the Bankruptcy Code authorizes a debtor to "recover from property securing an allowed secured claim the reasonable, necessary costs and expenses of preserving, or disposing of, such property to the extent of any benefit to the holder of such claim, including the payment of all ad valorem property taxes with respect to the property." 11 U.S.C. § 506(c). "Section 506(c) is designed to allow a claimant who has expended funds to preserve or dispose of secured collateral to recover those funds from the secured creditor who directly benefitted from them, thus 'prevent[ing] a windfall to the secured creditor at the expense of the claimant.'" *In re Towne, Inc.*, 536 F. Appx. 265, 268 (3d Cir. 2013) (quoting *Precision Steel Shearing, Inc. v. Fremont Finance Corp.* (*In re Visual Industries, Inc.*), 57 F.3d 321, 325 (3d Cir. 1995)); *see also Architectural Building Components v. McClarty* (*In re Foremost Manufacturing Co.*), 137 F.3d 919, 923 (6th Cir. 1998) (Section 506(c) is "equitable in origin, preventing a windfall to a secured creditor at the expense of the trustee or debtor in possession by shifting the costs of preserving or

disposing of a secured party's collateral from the bankruptcy estate to the secured party.") (quoting *IRS v. Boatmen's First National Bank of Kan. City*, 5 F.3d 1157, 1159 (8th Cir. 1993)). Put simply, section 506(c)'s "underlying rationale . . . is that the general estate and unsecured creditors should not be required to bear the cost of protecting what is not theirs." *In re Codesco, Inc.*, 18 B.R. 225, 230 (Bankr. S.D.N.Y. 1982).

46. The Third Circuit has allowed a debtor to recover expenses under section 506(c) where "(1) the expenditures are reasonable and necessary to the preservation of the property and (2) the expenditures provide a *direct* benefit to the secured creditors." *United Jersey Bank v. Miller* (*In re C.S. Assocs.*), 29 F.3d 903, 906 (3d Cir. 1994) (emphasis in original). "[I]f a secured creditor has a lien on all, or virtually all, of a debtor's assets, the debtor is engaged in ongoing business operations, and the debtor's continued operations preserve or enhance the value of the secured creditor's collateral, items that may qualify as 'necessary' expenses chargeable against the collateral include the debtor's payroll costs, insurance costs, worker's compensation expenses, and postpetition administrative taxes." 4 *Colliers on Bankruptcy* ¶ 506.05(4) (16th ed. 2025). Whether expenses are "reasonable, necessary, and have benefitted the secured party are factual issues that rest with the sound discretion of the trial judge." *In re Orfa Corp. of Philadelphia*, 170 B.R. 257, 272 (E.D. Pa. 1994) (quoting *In re Mechanical Maintenance, Inc.*, 128 B.R. 382, 389 (E.D. Pa. 1991)).

ARGUMENT

I. The Surchargeable Expenses constitute reasonable and necessary to the preservation and sale of the Debtors' assets.

47. All Surchargeable Expenses sought herein constitute reasonable and necessary expenses contemplated by section 506(c). First, the payment of *ad valorem* property taxes, the only category of expense specifically identified in section 506(c), is undoubtedly a necessary

expense to preserve collateral for the benefit of a secured creditor. Congress' clear intent in including *ad valorem* property taxes within the language of section 506(c) was to indicate that such expenses were *per se* reasonable and necessary. *See Hartford Underwriters Ins. Co. v. Union Planters Bank, N.A.*, 530 U.S. 1, 6 (2000) ("As we have previously noted in construing another provision of § 506 [of the Bankruptcy Code], when the statute's language is plain, the sole function of the courts—at least where the disposition required by the text is not absurd—is to enforce it according to its terms.") (internal quotation marks omitted) (citing *United States v. Ron Pair Enterprises, Inc.*, 489 U.S. 235, 241 (1989)).

48. Second, obtaining property insurance preserves the Collateral against risk of loss. Without such insurance, the Collateral would be completely exposed, leaving the risk of loss of the Collateral primarily on the Indenture Trustee as the secured creditor.[8] Maintenance of the property insurance policy ensures that the Collateral will be protected against risk of loss for the benefit of the Indenture Trustee. *See Southwest Sec., FSB v. Segner (In re Domistyle, Inc.)*, 811 F.3d 691 (5th Cir. 2015) (permitting surcharge of insurance premiums paid to preserve collateral prior to abandonment by trustee); *In re von Koester*, 2013 Bankr. LEXIS 1662, 2013 WL 1867713 (Bankr. D.N.J. Apr. 22, 2013) (authorizing chapter 7 trustee to surcharge insurance costs); *see also* 4 *Colliers on Bankruptcy* ¶ 506.05(4) (16th ed. 2025) ("[I]tems that may qualify as 'necessary' expenses chargeable against the collateral include the debtor's . . . insurance costs . . . .").

49. Third, the efforts of the Debtors' professionals, including SSG, Potter Anderson, Mr. Bernlohr, Mr. Jalbert and Verdolino, and Omni, resulted in an active sale and marketing process through which the Debtors believe the market for their assets that comprise the Indenture Trustee's Collateral was fully realized. Many bankruptcy courts, both in the Third Circuit and elsewhere,

[8] Under the applicable prepetition credit documents, the Debtors are obligated and required to obtain customary insurance to, among other things, protect the Collateral from risk of loss,

have recognized that professional fees incurred in connection with a sale process, whether actually paid or simply incurred by the estate, may be surcharged pursuant to section 506(c). *In re Strategic Labor, Inc.*, 467 B.R. 11, 22 (Bankr. D. Mass. 2012) (citing *Rifken v. CapitalSource Finance, LLC (In re Felt Manufacturing. Co.),* 402 B.R. 502, 523 (Bankr. D.N.H. 2009)); *see also In re von Koester*, 2013 Bankr. LEXIS 1662, 2013 WL 1867713 (Bankr. D.N.J. Apr. 22, 2013) (authorizing chapter 7 trustee to surcharge amounts related to sale including auctioneer's fees, accountant's fees, and attorney's fees); *In re Turner-Dunn Homes, Inc.*, 2007 Bankr. LEXIS 3828, 2007 WL 3244105 (Bankr. D. Ariz. Nov. 1, 2007) (allowing a chapter 7 trustee to surcharge professional fees in connection with lien challenges and marketing of the debtor's assets); *In re North County Place, Ltd.*, 92 B.R. 437, 450 (Bankr. C.D. Cal. 1988) (authorizing surcharge of fees of trustee's counsel, special counsel, and accountants, as well as the debtor's manager's management fee). Here, all fees sought to be surcharged were incurred by estate professionals in furtherance of the sale and marketing process. The fee structures agreed upon between the Debtors and their professionals have also been approved by this Court. *See* Docket Nos. 37, 116, 120, and 121. Moreover, the Debtors' use of independent professionals assisted in maximizing the value of the Debtors' Assets as the independent professionals gave the process legitimacy and provided assurances to third parties that these cases would, and did, have a fair, open sales process notwithstanding the Purchaser being both the DIP Lender and a non-debtor affiliate of the Debtors.

50. Fourth, the HSE & Maintenance Costs are reasonable and necessary to the preservation and maximization of value of the Collateral. Section 506(c) does not simply allow reimbursement to debtors for charges incurred in maintaining the status quo with respect to collateral. Rather, section 506(c) also permits a debtor to surcharge a secured creditor for improvements made to collateral postpetition that enhanced such collateral's value. *See In re Senior-G & A Operating*

Co., Inc., 957 F.2d 1290 (5th Cir. 1992) (authorizing surcharge for postpetition rework of well where production of well was declining); and *In re North County Place, Ltd.*, 92 B.R. 437 (Bankr. C.D. Cal. 1988) (authorizing surcharge for cost of completing construction of shopping center postpetition.). Not only were the HSE & Maintenance Costs crucial to the continued operation of the Circularity Center, but they allowed the Debtors to continue making necessary repairs and improvements to the Circularity Center to maintain the Collateral in good working order as the Debtors demonstrate the Circularity Center's viability to potential purchasers in connection with the sale and marketing process. Moreover, maintaining operation of the Circularity Center ensured that the Debtors were not subject to liability stemming from the cessation of operations, including, without limitation, environmental liability and liability arising from violations of the Worker Adjustment and Retraining Notification (WARN) Act, 29 U.S.C. 2101, *et seq*. Additionally, the Debtors' election to utilize the bankruptcy process and the Debtors' payment of such amounts enhanced the value of the Debtors' Assets as most, if not all, of the HSE & Maintenance Costs would have provided claimants with mechanic's liens pursuant to Indiana state law which provides that such mechanic's liens would survive a state law foreclosure and sale. *See* Ind. Code § 32-28-3-1, 32-28-3-2 (providing that a mechanic's lien on real property survives foreclosure by a mortgagee).

51. Fifth, the Surchargeable Expenses related to compensation of the Debtors' employees and contractors, including the employee payroll expenses and workers' compensation claims, were central to the sale and marketing process. Without the continued efforts of the Debtors' employees, the Debtors would have been unable to continue operation of the Circularity Center, sharply decreasing the value of the Collateral and any sale thereof. Other bankruptcy courts, including in this District, have permitted debtors to surcharge a secured creditor's collateral for payment of

employee wages and bonuses where the payment of such amounts was vital to the closing of a sale. *In re Prestige Indus. LLC*, No. 17-10186 (KG) (Bankr. D. Del. Apr. 13, 2017) (allowing a debtor to surcharge amounts paid in connection with a key employee incentive program in connection with the sale of the debtor's business); *see also In re Strategic Labor, Inc.*, 467 B.R. 11, 23 ("Since it is clear that the continued operation of the debtor's business was a prerequisite to the sale, the debtor may recover its expenditures for compensation and benefits to its management team through the sale date . . . ."); *In re Phoenix Pipe and Tube, L.P.,*, 174 B.R. 688, 692 (E.D. Pa. 1994) (allowing surcharge of a CEO's salary and benefits because "[a] company does not run itself"). Due to the need to continue operation of the Circularity Center on the presumption that a purchaser may elect to purchase the Debtors' business as a going concern, the regular salaries of all of the Debtors' employees and contractors constitute reasonable and necessary expenses. Moreover, the Debtors' continued payments of workers' compensation claims in the ordinary course of business constitute surchargeable expenses as the Debtors continue their postpetition operations. *See Hartford Underwriters Insurance Co. v. Magna Bank, N.A.* (*In re Hen House Interstate, Inc.*), 150 F.3d 868 (8th Cir. 1998) (allowing surcharge of workers' compensation premiums), *rev'd on other grounds*, 177 F.3d 719 (8th Cir. 1999) (en banc), *aff'd* 530 U.S. 1 (2000).

52. Sixth, the Debtors' storage costs were necessary while the Debtors awaited determination of the purchaser of the stored Collateral. In an out-of-court foreclosure process, the Indenture Trustee would similarly need to expend such costs until it could sell the Collateral. Moreover, storage costs are a category of expense commonly approved by bankruptcy courts. *In re Glickman, Berkovitz, Levinson & Weiner, P.C.*, 186 B.R. 886, 888 (Bankr. E.D. Pa. 1995) (permitting surcharge of collateral for storage costs); *In re Issac Cohen Clothing Corp.*, 39 B.R.

199 (Bankr. S.D.N.Y. 1984) (finding that storage costs were necessary to preserve a secured creditor's collateral); *In re von Koester*, 2013 Bankr. LEXIS 1662, 2013 WL 1867713 (Bankr. D.N. J. Apr. 22, 2013) (permitting surcharge of collateral for storage costs); s*ee also Precision Steel Shearing v. Fremont Finance Corp. (In re Visual Industries)*, 57 F.3d 321, 324-25 (3d Cir. 1995) (stating that storage costs are a type of expense covered under the common law rule permitting surcharge of collateral that was codified in section 506(c)).

53. Seventh, the Circularity Center would be unable to maintain its operations without continued utility services, including gas, electricity, internet, water, and sewage. *See In re Trim-X, Inc.*, 695 F.2d 296, 301 (7th Cir. 1982) (holding that a chapter 7 trustee's payment of utilities prior to abandonment of property was necessary to preserve secured creditor's collateral). Accordingly, as the continued operation of the Circularity Center was vital to the sale and marketing process, so too was the continued payment of the Debtors' utilities in order to preserve and improve the value of the Collateral.

54. The Loan Documents further evidence the reasonableness and necessity of many of the Surchargeable Expenses. The Loan Documents require the Debtors to incur many of these same expenses, including payment of property taxes and continued maintenance costs. Moreover, the Loan Documents contemplate, in the event of a foreclosure upon the Collateral by the Indenture Trustee, the Indenture Trustee incurring many of the same sale-related expenses as the ones the Debtors now seek to surcharge. The Pledge Agreement provides:

> To the extent that applicable law imposes duties on [the Indenture Trustee] to exercise remedies in a commercially reasonable manner, Debtor acknowledges and agrees that it is not commercially unreasonable for [the Indenture Trustee] . . . (v) to advertise dispositions of Collateral through publications or media of general circulation . . ., (vi) to contact other Persons, whether or not in the same business as Debtor, for expressions of interest in acquiring all or any portion of such Collateral, . . . (xi) to purchase insurance or credit enhancements to insure [the Indenture Trustee] against

> risks of loss, . . . (xii) to the extent deemed appropriate by [the Indenture Trustee], to obtain the services of other brokers, investment bankers, financial advisors, attorneys, consultants and other professionals to assist [the Indenture Trustee] in the collection or disposition of any of the Collateral.

Pledge Agreement, § 6(c).

II. Incurring the Surchargeable Expenses directly benefitted the Indenture Trustee.

55. The Surchargeable Expenses supported the sale and marketing process, allowing the Debtors to adequately test the market for the Collateral and find the highest or otherwise best offer for the Collateral. As described in the *Declaration of Neil Gupta in Support of the Sale of the Debtors' Assets* [Docket No. 180], the Debtors' professionals contacted hundreds of parties, negotiated and signed dozens of nondisclosure agreements with potential purchasers, and coordinated several site visits. Based on these efforts, the Debtors and their professionals generated a competitive and active market for the Collateral, resulting in four (4) Qualified Bids, two (2) of which were from unrelated, third parties. Moreover, upon the Sale Closing, the Debtors and their professionals completed this extensive and successful sale and marketing process in less than two (2) months. The sale and marketing process, which was funded by the Surchargeable Expenses, both established a market for the Collateral and generated a sale based on that market for the benefit of the Indenture Trustee. *See Borrego Springs Bank, N.A. v. Skuna River Lumber, LLC* (*In re Skuna River Lumber, LLC*), 381 B.R. 211, 216 (N.D. Miss. 2008) (finding that even where a secured creditor was the winner of an auction for its collateral, the secured creditor still received a benefit because the auction established a market for the collateral).

56. Without the efforts of the Debtors' professionals and the expenses incurred throughout the sale and marketing process, the value of the Collateral would be significantly less than the price yielded from the Sale. Moreover, in the absence of the Debtors' efforts to maintain and preserve the Collateral, the Indenture Trustee would have been obligated to incur these same

expenses and many more expenses in connection with a foreclosure outside of the bankruptcy process. Accordingly, the ultimate sale price as a result of the Surchargeable Expenses created a direct benefit to the Indenture Trustee. While other parties may have received incidental benefits as a result of the Debtors' efforts in the sale process, the Indenture Trustee was the one who will receive a greater payout from the sale proceeds as a result of the Surchargeable Expenses. *See In re Olympia Holding Corp.*, 127 B.R. 478, 482 (Bankr. M.D. Fl. 1991) ("[T]he fact that others, including the debtor, may have received incidental benefits . . . is of no legal consequence because [the secured creditor] primarily and directly benefitted from the Trustee's efforts.").

III. The Debtors should be authorized to deduct the amount of the Surchargeable Expenses from the Indenture Trustee's share of Sale Proceeds.

57. Where a Debtor is authorized to surcharge expenses associated with a sale against a secured creditor's collateral and the secured creditor is not the purchaser, the proper means for recovery of such amounts is through reduction in the secured creditors' sale proceeds. The Ninth Circuit Court of Appeals explained:

> [A] § 506(c) surcharge is not an administrative claim, but an assessment against a secured party's collateral. As such, it does not come out of the debtor's estate, but rather comes directly from the secured party's proceeds. Consequently, § 506(c) expenses do not fall within the priority scheme of the Bankruptcy Code at all. These expenses are paid first out of the proceeds of the sale, before a secured creditor is paid.

Debbie Reynolds Hotel & Casino, Inc. v. Calstar Corp. (*In re Debbie Reynolds Hotel & Casino, Inc.*), 255 F.3d 1061, 1067 (9th Cir. 2001).

58. Indeed, once the sale proceeds against which the Indenture Trustee holds a lien have been transferred out of the Debtors' estates and the Debtors no longer have rights in the cash that constitutes proceeds of the Collateral, the Debtors will be left without adequate recourse to recoup the Surchargeable Expenses from the Indenture Trustee. *See Borrego Springs Bank, LLC v. Skuna River Lumber, LLC* (*In re Skuna River Lumber, LLC*), 564 F.3d 353, 355 (5th Cir. 2009) (finding

a bankruptcy court could not authorize a surcharge pursuant to section 506(c) where the collateral which the trustee preserved was already sold and no longer part of the bankruptcy estates) ("[W]hen property is transferred out of a bankruptcy estate free and clear of all liens, the bankruptcy court ceases to have jurisdiction over that property. Once the assets are sold unencumbered from the estate, they are no longer property securing an allowed secured claim, are not property of the estate, and therefore may not be surcharged under section 506(c)."). Permitting the Indenture Trustee to enjoy the benefits of the sale and marketing process without incurring the expense associated therewith would allow the Indenture Trustee to receive the exact windfall that Congress intended section 506(c) to prevent. Accordingly, the Debtors respectfully request authority to deduct the Surchargeable Expenses from the Indenture Trustee's share of sale proceeds.

IV. The Indenture Trustee's liens should not attached to the proceeds of this Motion.

59. The Purchased Assets purchased by the Purchaser under the APA included the right to any recoveries made pursuant to section 506(c). Given that the Sale Order permitted the sale of the Purchased Assets free and clear of all claims, encumbrances, and liens, the Debtors submit that, to whatever extent the Indenture Trustee would otherwise hold a lien in the proceeds recovered by the Debtors pursuant to section 506(c), the Indenture Trustee's lien would not attach to such proceeds pursuant to the terms of the Sale Order. *See* Sale Order, ¶ 11.

RESERVATION OF RIGHTS

60. The Debtors reserve the right to amend, supplement, or revise the amounts and categories of Surchargeable Expenses sought herein at any appropriate time, and as the Debtors continue to evaluate all of the reasonable and necessary expenses that were incurred in connection with preserving, protecting, marketing, and disposing of the Collateral. The Debtors further

reserve the right to seek further surcharges of the Collateral pursuant to section 506(c) of the Bankruptcy Code to the extent the Debtors incur any additional costs not described herein.

NOTICE

61. The Debtors will provide notice of this Motion to (a) the Office of the United States Trustee for the District of Delaware, (b) holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (c) the DIP Lender; (d) the Bridge Lender; (e) the Indenture Trustee; (f) the Internal Revenue Service; (g) the Securities and Exchange Commission; (h) the United States Attorney's Office for the District of Delaware; (i) the state attorneys general for all states in which the Debtors conduct business; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002.

NO PRIOR REQUEST

62. The Debtors have not made any prior request for the relief requested herein in this or any other court in connection with these Chapter 11 Cases.

[*Remainder of Page Intentionally Left Blank*]

CONCLUSION

WHEREFORE the Debtors respectfully request that the Court enter the Proposed Order substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: June 13, 2025
Wilmington, Delaware

Respectfully submitted,

/s/ Andrew C. Ehrmann

Jeremy W. Ryan (No. 4057)
R. Stephen McNeill (No. 5210)
Brett M. Haywood (No. 6166)
Katelin A. Morales (No. 6683)
James R. Risener III (No. 7334)
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Counsel to the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Brightmark Plastics Renewal LLC, *et al.*,[1]	Case No. 25-10472 (LSS)
Debtors.	(Jointly Administered)
	Hearing Date: July 23, 2025, at 2:00 p.m. (ET) **Objection Deadline: June 27, 2025, at 4:00 p.m. (ET)**

NOTICE OF DEBTORS' AMENDED MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO SURCHARGE COLLATERAL OF THE INDENTURE TRUSTEE PURSUANT TO 11 U.S.C. 506(c)

PLEASE TAKE NOTICE that the above-captioned debtors and debtors-in-possession (the "Debtors"), filed the *Debtors' Amended Motion for Entry of an Order Authorizing the Debtors to Surcharge Collateral of the Indenture Trustee Pursuant to 11 U.S.C. 506(c)* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801, on or before **June 27, 2025 at 4:00 p.m. (ET)** (the "Objection Deadline"), and served upon and received by the undersigned counsel for the Debtors.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable Laurie Selber

[1] The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Brightmark Plastics Renewal LLC (7907); Brightmark Plastics Renewal Indiana LLC (7118); and Brightmark Plastics Renewal Services LLC (3789). The Debtors' headquarters are located at 1725 Montgomery St, Floor 3, San Francisco, CA 94111.

Silverstein at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom No. 2, Wilmington, Delaware 19801 on **July 23, 2025 at 2:00 p.m. (ET).**

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: June 13, 2025
Wilmington, Delaware

Respectfully submitted,

/s/ Andrew C. Ehrmann

Jeremy W. Ryan (No. 4057)
R. Stephen McNeill (No. 5210)
Brett M. Haywood (No. 6166)
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Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Brightmark Plastics Renewal LLC, *et al.*,[1]	Case No. 25-10472 (LSS)
Debtors.	(Jointly Administered)
	Re: Docket No. __

ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO SURCHARGE COLLATERAL OF THE INDENTURE TRUSTEE PURSUANT TO 11 U.S.C. 506(c)

Upon the motion (as amended, the "Motion")[2] of the Debtors, for entry of an order (this "Order") authorizing the Debtors to surcharge the Collateral of the Indenture Trustee pursuant to section 506(c) of the Bankruptcy Code; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in

[1] The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Brightmark Plastics Renewal LLC (7907); Brightmark Plastics Renewal Indiana LLC (7118); and Brightmark Plastics Renewal Services LLC (3789). The Debtors' headquarters are located at 1725 Montgomery St, Floor 3, San Francisco, CA 94111.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT,

1. The Motion is GRANTED to the extent set forth herein.

2. The Debtors are authorized to surcharge the Collateral at the amounts set forth in the Surchargeable Expenses Schedule attached hereto as **Exhibit 1**.

3. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

4. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Exhibit 1

Surchargeable Expenses Schedule

Surchargeable Expense Category	Expense Amount Incurred	Description of Expenses
Property Taxes	$672,075.00	Payment of ad valorem property taxes that will come due during pendency of case
Property Insurance	$426,319.00	Costs owed to non-debtor affiliate as repayment for property insurance premium
Investment Bank Fees and Expenses	$870,499.38	Fees and expenses incurred by SSG in connection with the sale and marketing process
Bankruptcy Counsel Fees and Expenses	$423,852.00	Fees and expenses incurred by Potter Anderson in connection with the sale and marketing process
Independent Manager and Officer Fees and Expenses	$65,599.50	Fees and expenses incurred by Mr. Bernlohr in his role as independent manager, Mr. Jalbert in his role as CRO, and Verdolino in support of Mr. Jalbert's duties as CRO
Claims and Noticing Agent Fees and Expenses	$18,454.27	Fees and expenses incurred by Omni in connection with the sale and marketing process
HSE and Maintenance	$1,247,802.00	Regular maintenance and development costs of Circularity Center
Employee and Contractor Compensation and Workers' Compensation	$2,122,575.00	Compensation-related costs for the Debtors' employees and independent contractors including taxes and benefits, and workers' compensation claims
Storage Costs	$184,287.00	Actual and necessary costs of off-site storage for certain property
Utilities	$426,469.00	Post-petition utility charges
Total	$6,457,932.15	

Exhibit B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Brightmark Plastics Renewal LLC, *et al.*,[1]	Case No. 25-10472 (LSS)
Debtors.	(Jointly Administered)

DECLARATION OF G. ROBERT POWELL IN SUPPORT OF DEBTORS' AMENDED MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO SURCHARGE COLLATERAL OF THE INDENTURE TRUSTEE PURSUANT TO 11 U.S.C. 506(c)

I, G. Robert Powell, hereby declare under penalty of perjury:

1. I am the Chief Executive Officer ("CEO") of Brightmark.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Amended Motion for Entry of an Order Authorizing the Debtors to Surcharge Collateral of the Indenture Trustee Pursuant to 11 U.S.C. 506(c)* (the "Motion").

3. Except as otherwise indicated herein, all statements set forth in this Declaration are based upon my personal knowledge, my discussions with members of the Debtors' management team and advisors, my review of relevant documents and information concerning the Debtors' operations, financial affairs, and restructuring initiatives, or my opinions based upon my own experience and knowledge. If I were called to testify, I could and would testify competently to the facts set forth herein.

[1] The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Brightmark Plastics Renewal LLC (7907); Brightmark Plastics Renewal Indiana LLC (7118); and Brightmark Plastics Renewal Services LLC (3789). The Debtors' headquarters are located at 1725 Montgomery St, Floor 3, San Francisco, CA 94111.

Property Taxes

4. During the pendency of these Chapter 11 Cases, property taxes on the Debtors' real property came due and owing prior to the Sale Closing in the amount of $672,075.00, which the Debtors timely paid.

Property Insurance

5. Prior to the Petition Date, the Debtors renewed their property insurance policy. A non-debtor affiliate paid the premium and the Debtors are now liable to the non-debtor affiliate for repayment of the premium. Between the Petition Date and the Sale Closing, the Debtors incurred $426,319 on account of this liability.

HSE and Maintenance

6. Following the Petition Date, the Debtors continued to operate the Circularity Center. The Debtors, in exercising their business judgment, believed postpetition operation of the Circularity Center was in the best interest of the Debtors, their estates, and their creditors, including the Indenture Trustee. As a result, the Debtors spent $1,247,802.00 postpetition on HSE and Maintenance Costs.

Employee and Contractor Compensation and Worker's Compensation Claims

7. In order to maintain operations of and continue to make improvements to the Circularity Centers, the Debtors were required to continue to employ all of its prepetition employees and independent contractors. As a result, the Debtors made payments totaling $2,122,575.00 on account of employee and contractor compensation and benefit obligations.

Storage Costs

8. Throughout these Chapter 11 Cases, the Debtors utilized certain off-site storage. Between the Petition Date and Sale Closing, the Debtors made payments totaling $184,287.00 in storage costs.

Utilities

9. In order to maintain operation of the Circularity Center and in accordance with the Court's Interim and Final Orders [Docket Nos. 39 and 119] authorizing such payments, the Debtors continued to pay for utility services after the Petition Date. Between the Petition Date and the Sale Closing, the Debtors made payments totaling $426,469.00 on account of utilities.

10. Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 13, 2025

/s/ G. Robert Powell
Name: G. Robert Powell
Title: Chief Executive Officer

EXHIBIT C

Fill in this information to identify the case:

Debtor 1 Brightmark Plastics Renewal Indiana LLC, f/k/a RES Polyflow Indiana LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: _____ District of Delaware

Case Number 25-10473-LSS

Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

UMB Bank, N.A., as trustee and collateral agent
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☒ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
UMB Bank, N.A., as trustee and collateral agent Name	See Attached Rider Name
See Attached Rider Number Street	See Attached Rider Number Street
See Attached Rider City State ZIP Code	See Attached Rider City State ZIP Code
Contact phone _____	Contact phone _____
Contact email _____	Contact email _____

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☒ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☒ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ See Attached Rider . **Does this amount include interest or other charges?**
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
See Attached Rider

9. **Is all or part of the claim secured?**
☐ No
☒ Yes. The claim is secured by a lien on property.

Nature of property:
☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☒ Other. Describe: See Attached Rider

Basis for perfection: See Attached Rider
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $ See Attached Rider
Amount of the claim that is secured: $ See Attached Rider
Amount of the claim that is unsecured: $ See Attached Rider (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $ See Attached Rider

Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☒ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
☒ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☒ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☒ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$ See Attached Rider

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

_____
Signature

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

_____
City State ZIP Code

Contact phone _____ Email _____

***In re Brightmark Plastics Renewal LLC,* Case No. 25-10472 (LSS)**

Rider to the Proof of Claim of UMB Bank, N.A., not in its individual capacity but solely in its capacity as Trustee and Collateral Agent under the Indenture (defined herein)

This addendum (the "Addendum") to this master proof of claim (the "Proof of Claim") is made and filed by UMB Bank, N.A., not in its individual capacity but solely in its capacity as trustee and collateral agent (the "Trustee"), on behalf of its and the Bondholders (as defined below) against Brightmark Plastics Renewal Indiana LLC f/k/a RES Polyflow Indiana LLC (the "Borrower"), Brightmark Plastics Renewal LLC f/k/a BME Renewable Polyfuels LLC (the "Debtor Parent"), and Brightmark Plastics Renewal Services LLC f/k/a BME Polyfuel Services LLC ("Services Debtor" and together with Borrower and Debtor Parent, the "Debtors").[1] This Addendum and any attachments hereto are an integral part of the Proof of Claim and are incorporated by reference into the Proof of Claim for all purposes. Capitalized terms shall have the meanings ascribed herein.

SUMMARY OF CLAIM

1. The Claimants. UMB Bank, N.A., is the trustee and collateral agent for the tax exempt facility revenue bonds (the "Bonds", and the holders of such Bonds, the "Bondholders") issued in the original principal amount of $185,000,000 under that certain Trust Indenture, dated as of March 1, 2019 (as amended or supplemented, including by the First Supplemental and Amendatory Trust Indenture, dated as of February 1, 2024, the "Indenture"), by and between the Indiana Finance Authority (the "Authority") and the Trustee and made in connection with that certain Loan Agreement, dated as of March 1, 2019 (as the same may be amended or supplemented, the "Loan Agreement"), by and between the Authority and Brightmark Plastics

[1] Upon the request of the Trustee, the Debtors agreed the Trustee could file a consolidated Proof of Claim for administrative convenience.

Renewal Indiana LLC, formerly known as RES Polyflow Indiana, LLC. For administrative convenience, this master Proof of Claim is filed against each of the Borrower, the Debtor Parent and the Services Debtor, as applicable, on account of the Obligations (as defined in the Indenture and Security Document) as applicable (the "Pre-petition Obligations").

2. In connection with the Bonds, the Borrower and the Authority entered into the Loan Agreement, pursuant to which the proceeds of the Bonds were loaned to the Borrower.

3. Pursuant to the Indenture, UMB was appointed Trustee with respect to the Bonds and, in its capacity as Collateral Agent, was assigned all of the Authority's rights in and to the Pre-Petition Obligations.

4. Pursuant to the Indenture and that certain Mortgage and Security Agreement dated March 1, 2019 (the "Mortgage"), the Assignment of Leases, Rents, Contracts, Income, Proceeds, and Permits dated March 1, 2019 (the "Assignment of Leases and Rents"), the Pledge and Security Agreement dated March 1, 2019 (the "Pledge Agreement"), the Membership Interest Pledge Agreement dated March 1, 2019 by and between Debtor Parent and the Trustee (the "Parent Pledge Agreement"), the Collateral Assignment of Project Documents dated March 1, 2019 (the "Collateral Assignment," and together with the Indenture, the Loan Agreement, the Bonds, the Mortgage, the Assignment of Leases and Rents, the Pledge Agreement, the Parent Pledge Agreement, the Direct Agreement (as defined below) and any and all other security agreements, pledges, collateral assignments, mortgages, security deeds, deeds of trust, collateral trust agreements, trust deeds, and other instruments executed and/or delivered in connection therewith

or related thereto, collectively, the "Indenture and Bond Documents"),[2] and as security for the Pre-Petition Obligations, the Borrower and the Debtor Parent, as applicable, granted the Trustee a first priority lien and security interest in substantially all of the Borrower's assets and certain other collateral, as described in the Indenture and Security Documents, including but not limited to (i) a first priority mortgage on that certain plastics recovery and recycling facility in Ashley, Indiana (the "Plant"), (ii) a pledge of the Borrower's gross revenues, (iii) a pledge of the membership interests of the Borrower by its direct parent, Debtor Parent, (iv) an authorization for the Trustee to enforce the Borrower's rights under certain agreements entered into with respect to the Plant, (v) a first priority lien on substantially all of the Borrower's personal property, and (vi) certain agreements of the Borrower (collectively, the "Collateral").

5. The liens on and security interests in the Collateral are and remain duly perfected pursuant to such filings, registrations, recordings and control (as to Collateral with respect to which liens may be perfected by possession or control by a secured party or its agent) as is required and permitted under the Uniform Commercial Code or other applicable law or as otherwise perfected as provided under the Uniform Commercial Code or applicable law.

6. Pursuant to and as set forth in the Collateral Assignment, among other things, the Trustee was assigned all of the Borrower's rights, powers, and interests in that certain Master Operation and Maintenance Agreement dated March 12, 2018 by and between Borrower and

[2] In addition to the Indenture there are other documents, instruments, certificates, ancillary and related agreements or other writings executed or delivered in connection with the Indenture and the issuance of the Bonds that support this Proof of Claim, including but not limited to documents identified on Appendix 1 and Appendix 2 attached hereto (the "Supplemental Documents" and, together with the Indenture and Bond Documents, the "Indenture and Security Documents"). Copies of the Indenture and Security Documents and other related and ancillary agreements, documents and instruments which relate to this Proof of Claim are incorporated by reference and too voluminous to attach, and the Trustee believes the Debtors have, or should have, copies of all such documents. This Proof of Claim contains only a summary of the Indenture and Security Documents and other related and ancillary agreements, documents and instruments. Should any party in interest desire to receive copies of the documents which relate to this Proof of Claim, they are available upon written request to the Trustee or its counsel, as provided herein.

Services Debtor. The Trustee and the Services Debtor are also party to that certain Master Operation and Maintenance Agreement Direct Agreement dated as of March 1, 2019 by and among UMB Bank, N.A., as Collateral Agent, BME Polyfuel Services LLC, and RES Polyflow Indiana LLC, as Borrower (the "Direct Agreement").

7. The Trustee holds all rights and powers as are provided and set forth in the Indenture and Security Documents.

8. Michael G. Slade is a Senior Vice President of UMB Bank, N.A. ("UMB"). UMB's business address is UMB Bank, N.A., 120 South Sixth Street, Suite 1400, Minneapolis, MN 55402. Mr. Slade is duly authorized and empowered to file a proof of claim on behalf of UMB in its capacity as Trustee.

9. Background of Claim. The Proof of Claim consists of all amounts due and owing to the Trustee and/or the Bondholders under the Indenture and Security Documents. The amounts represented in the Proof of Claim are secured by valid, continuing, and perfected security interests in and continuing liens on the Collateral.

10. On or around March 1, 2025, the Borrower failed to make payment of its Debt Service Requirement (as defined in the Indenture) on account of principal and interest then due on the Bonds, resulting in failure to pay principal and interest due on the Bonds on March 1, 2025.

11. On or around March 7, 2025, the Trustee sent the Borrower that certain Declaration and Notice of Default and Notice of Acceleration dated March 7, 2024, advising the Borrower that as a result of its failure to make the Debt service Requirement payment, the Trustee was declaring events of default under the Loan Agreement and the Indenture and accelerating all amounts due under the Loan Agreement and the Indenture.

12. On March 16, 2025 (the "Petition Date"), the Borrower together with the Debtor Parent and Services Debtor each filed petitions for protection under chapter 11 of Title 11, United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), initiating the cases jointly administered under Case No. 25-10472 (the "Bankruptcy Cases").

13. Amount of Claim. This Proof of Claim asserts a claim against each of the Borrower, the Debtor Parent, and the Services Debtor, as applicable, for all amounts owed, arising under or related to the Indenture and Security Documents, whether contingent or non-contingent, due or owing, currently or in the future, wherever arising including, but not limited to, principal, interest, prepayment premiums, default interest, charges, fees, costs, expenses, disbursements, indemnifications, damages and any other claim or obligation of any kind.

14. Claim Against Borrower. As of the Petition Date, the Borrower was indebted to the Trustee pursuant, inter alia, the Indenture and Security Documents, in the aggregate amount of no less than $172,600,000.00 in principal, accrued and unpaid interest in the amount of $6,544,416.67, plus costs, expenses, charges, premiums, penalties, indemnities and other claims as provided for under the Indenture and Security Documents. These amounts are secured by valid, perfected and continuing liens in the Collateral as set forth in the Indenture and Security Documents.

15. Claim Against Debtor-Parent. As of the Petition Date, the Debtor-Parent is or may be indebted to the Trustee pursuant to the Indenture and Security Documents, including but not limited to the Parent Pledge Agreement pursuant to which the Debtor-Parent pledged its equity interests in the Borrower to the Trustee.

16. Claim Against Services Debtor. As of the Petition Date, the Services Debtor is or may be indebted to the Trustee pursuant to the Indenture and Security Documents, including but not limited to the Collateral Assignment, that certain Master Operation and Maintenance Agreement dated March 12, 2018 by and between Borrower and Services Debtor, and the Direct Agreement.

17. The Borrower, Debtor Parent and Services Debtor are and will be indebted to Trustee for (i) Trustee's fees and expenses in an unliquidated amount, including reasonable fees and disbursements of counsel and other agents and professionals, in accordance with the Indenture and Security Documents; and (ii) other costs, charges, expenses, disbursements, indemnifications, penalties, reimbursements, damages and other liabilities and obligations payable under the Indenture and Security Documents.

18. The Trustee submits this Proof of Claim for compensation, reimbursement of expenses and indemnity pursuant to the Indenture and Security Documents and all ancillary and related agreements, documents and interests. The Borrower, Debtor Parent and Services Debtor are also obligated to the Trustee in an unliquidated amount for the costs, charges, expenses, disbursements and indemnification claims of the Trustee in defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties as Trustee under the Indenture or related to the Indenture and Security Documents. The Trustee is also submitting this Proof of Claim for its fees, expenses, indemnity, disbursements and other charges for acting as Trustee under the Indenture and Security Documents, including but not limited to Section 8.03 of the Indenture.

19. The amounts due for compensation, expenses and indemnity consist of the following:

Fees, Expenses, Disbursements and Costs of UMB Bank, N.A., in its capacity as Trustee and Collateral Agent	Presently contingent and unliquidated
Fees, Expenses, Disbursements, Advances and Costs of ArentFox Schiff LLP	Presently contingent and unliquidated
Fees, Expenses, Disbursements, Advances and Costs of Womble Bond Dickinson LLP	Presently contingent and unliquidated
Fees, Expenses, Disbursements, Advances and Costs of FTI Consulting, Inc.	Presently contingent and unliquidated
Indemnities	Presently contingent and unliquidated
Total	Presently contingent and unliquidated

20. The Trustee, on behalf of the Bondholders, has or may have claims against the Borrower, Debtor Parent, and/or Services Debtor that arose pre-petition under or related to the Indenture and Security Documents and any related and ancillary agreement, document or instrument and under state, federal and common law including, but not limited to, tort, contract or securities laws. The claims also include claims against the Borrower, the Debtor Parent and/or the Services Debtor for any damages resulting from the breach or violations of the Indenture and Security Documents and any and all claims arising under common law, securities law, state law or federal law, including, but not limited to, claims arising under applicable fraudulent conveyance laws and those claims set out herein, which claims are not currently liquidated or determined. For the avoidance of doubt, this Proof of Claim includes any claims that have been, may be or could be asserted against or related to the Debtors in any lawsuit, action, proceeding, contested matter or adversary proceeding.

21. This Proof of Claim is filed as a secured claim against the Borrower and Debtor Parent pursuant to the Indenture and Security Documents, and if applicable, as an administrative

expense, pursuant to the Indenture and/or applicable law.[3] Nothing set forth herein is, or shall be deemed to be a waiver or relinquishment, in whole or in part, of any claim, administrative, secured, unsecured, or otherwise and any deficiency claim is hereby preserved and included as part of this Proof of Claim. Any and all claims provided or granted under any order entered in this proceeding are hereby preserved and included or part of this Proof of Claim.

22. Failure to comply with the requirements of the Indenture and Security Documents and the occurrence of certain events specified in the Indenture and Security Documents, including but not limited to the filing by the Debtors of petitions seeking relief under chapter 11 of the Bankruptcy Code, constitutes Events of Default under the Indenture and Security Documents. The Trustee expressly reserves its right to assert that any additional Events of Default have occurred and the filing of this Proof of Claim shall not constitute a waiver thereof.

23. Pursuant to, among other things, Section 7.07 of the Indenture, the Trustee is expressly authorized to file this Proof of Claim on behalf of the Bondholders.

24. No judgment has been rendered on this Proof of Claim or any of the claims provided herein.

25. To the best of the Trustee's knowledge, the claims set forth in this Proof of Claim are not subject to any setoff or counterclaim by the Debtors; *provided, however*, the Trustee expressly reserves and does not waive any setoff or recoupment rights it may possess.

26. Pursuant to, among other things, Section 8.03 of the Indenture, the Trustee has a contractual charging lien and priority on all distributions made on account of this claim. Trustee hereby demands that any distributions on account of the Pre-Petition Obligations and/or the

[3] The Trustee reserves the right to claim priority in payment for all or part of its fees, expenses and indemnities, including attorneys' fees and expenses and other professional fees and expenses, as an administrative expense pursuant to 11 U.S.C. §§ 105, 507(a)(1) and (3) and 503(b)(5).

Collateral be made through (or at the direction of) the Trustee pursuant to the Indenture and Federal Rule of Bankruptcy Procedure 3021 so that Trustee can assert its lien and priority rights.

27. The Trustee specifically reserves its rights to amend, modify, supplement or update at any time in the future for any proper purpose this Proof of Claim if the Trustee should deem it necessary and appropriate for any reason, including without limitation, to reflect any additional claims or premiums set forth in the Indenture and Security Documents, including but not limited to any make-whole amount, against the Debtors, to specify additional costs, expenses or other charges, disbursements, indemnities or claims incurred by the Trustee, to fix or liquidate any contingent or unliquidated amounts, to assert a claim or claims for additional amounts due and/or claims based on alternative theories or liabilities, or to assert any claims for damages arising from events or conduct by the Debtors. The Trustee further reserves the right to file additional proofs of claims for claims which may be based on the same or additional documents, including without limitation, claims for interest, fees, and related expenses that are not ascertainable at this time and for administrative expense claims or other priority claims. The Trustee does not, by this Proof of Claim or any amendment or other action, waive any rights with respect to any scheduled claim.

28. This Proof of Claim also expressly includes any and all rights to assert a constructive trust against assets or cash held by the Debtors, and also includes any and all amounts owed, for damages or otherwise, on account of any and all claims the Trustee has or may have, whether known or unknown, against the Debtors and all those purporting to act on their behalf, whether presently asserted or to be asserted, including, without limitation, claims based upon (a) common law fraud; (b) misrepresentation; (c) subrogation; (d) indemnity; (e) contribution; (f) unjust enrichment; (g) constructive trust; (h) fraudulent conveyance; (i) failure to fulfill contractual and fiduciary obligations; (j) breach of implied covenant of good faith and fair dealing; (k) making,

causing, or permitting to be made misleading statements regarding the business of the Debtors; (l) failure to take prudent and appropriate action regarding adverse business conditions affecting the business operations of the Debtors; (m) tortious interference; and (n) *quantum meruit*, all of which singularly or collectively may be applicable to damages or other claims incurred by the Trustee.

29. The filing of this Proof of Claim is not, nor shall it be deemed to be, (a) a waiver or release of the Trustee's rights against any person, entity or property; (b) a waiver of the Trustee's rights to any security held by the Trustee with respect to the Bondholders; (c) a consent by the Trustee to the jurisdiction of the Bankruptcy Court with respect to the subject matter of these claims or any objection or other proceeding commenced in the Bankruptcy Cases against or otherwise involving the Trustee; (d) a waiver of the right to move to withdraw the reference, or otherwise to challenge the jurisdiction of the Bankruptcy Court; (e) a waiver of any right to a jury trial; (f) an election of a remedy; (g) a waiver of any past, present or future defaults or events of default; (h) a waiver of any rights under section 1111(b) of the Bankruptcy Code; (i) a waiver of any rights and claims against the Debtors and their respective present and former creditors, agents, representatives, officers, directors, employees and professionals under Bankruptcy Code section 510, including claims of subrogation, equitable subordination and the right and benefit at law or in equity to all rights and interests with respect to the Indenture and Security Documents; (j) a waiver of any right to assert that all or any portion of the Proof of Claim constitutes an administrative expense claim in the Bankruptcy Cases; (k) a waiver or release of the right of the Trustee or any Bondholder to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (l) a waiver or release of the right of the Trustee or any Bondholder to have any unliquidated portions of their claims determined by applicable state courts; or (m) a waiver or release of any other rights, claims,

actions, setoffs, or recoupments to which the Trustee or any Bondholder may be entitled under agreements, documents, or instruments, in law or at equity, all of which rights, claims, actions, defenses, setoffs, and recoupments are expressly preserved. This Proof of Claim shall not be deemed or construed as a waiver or release of the terms and provisions of the Indenture and Security Documents or related documents or applicable law.

30. This Proof of Claim is based upon information presently available to the Trustee. The Trustee may hold additional claims or interests against the Debtors. Information supporting such additional claims or interests, however, is presently unavailable to the Trustee.

31. The address to which all notices and other communications should be sent with respect to this Proof of Claim are as follows:

UMB Bank National Association
Attention: Michael G. Slade
120 South Sixth Street, Suite 1400
Minneapolis, MN 55402
Michael.Slade@UMB.com

with a copy to:

ArentFox Schiff LLP
1301 Avenue of the Americas
Floor 42
New York, NY 10019
Attention: Mark Angelov, Esq.; Beth Brownstein, Esq.
Tel.: (212) 484-3900
Mark.Angelov@afslaw.com
Beth.Brownstein@afslaw.com

Appendix 1[4]

BASIS FOR CLAIM

A. Indenture and Security Documents

1. Trust Indenture, dated as of March 1, 2019, by and between Indiana Finance Authority and UMB Bank, N.A., as Trustee and Collateral Agent, relating to $185,000,000 Indiana Finance Authority Exempt Facility Revenue Bonds, Series 2019 (RES Polyflow Indiana Project) (Green Bonds).

2. Loan Agreement, dated as of March 1, 2019, by and among Indiana Finance Authority, RES Polyflow Indiana LLC, and BME Renewable Polyfuels LLC.

3. First Amendatory Trust Indenture, dated as of February 1, 2024, by and between Indiana Finance Authority, as Issuer, and UMB Bank, N.A., as trustee.

4. Mortgage and Security Agreement, dated as of March 1, 2019, given by RES Polyflow Indiana LLC, as grantor, in favor of UMB Bank, N.A., as beneficiary.
    - Recorded on April 19, 2019 in Steuben County, IN at Document No. 19040421 MTG

5. Assignment of Leases, Rents, Contracts, Income, Proceeds, and Permits, dated as of March 1, 2019, by RES Polyflow Indiana LLC, as assignor, in favor of UMB Bank, N.A., as trustee and collateral agent.
    - Recorded on April 19, 2019 in Steuben County, IN at Document No. 19040422 MISC

6. Pledge and Security Agreement, dated as of March 1, 2019, by and between RES Polyflow Indiana LLC, as debtor, and UMB Bank, N.A., as collateral agent, as secured party

7. Member Interest Pledge Agreement, dated as of March 1, 2019, by and between BME Renewable Polyfuels LLC, as grantor, and UMB Bank, N.A., as collateral agent.

8. Collateral Assignment of Project Documents, dated as of March 1, 2019, by and between RES Polyflow Indiana LLC, as assignor, and UMB Bank, N.A., as trustee and collateral agent, as assignee.

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[4] UMB reserves all rights with respect to the documents including in this appendix, including but not limited to the right to further supplement or amend this appendix. The documents included in this appendix are voluminous and upon information and belief are already in the Debtors' possession (including having been provided directly to the Debtors by the Trustee on March 27, 2025) and therefore are not attached here. Copies of the documents referenced in this appendix may be available upon request to the Trustee. The descriptions of the Indenture and Security Documents set forth in this Proof of Claim are a summary only and are qualified in their entirety by reference to the applicable Indenture and Security Documents. In the event of any inconsistency between this Proof of Claim and any such document, the relevant document will control. Nothing in this Proof of Claim will limit or qualify the rights granted to the Trustee under the Indenture and Security Documents.

9. Intercreditor Agreement, dated as of April 10, 2019, by and among RES Polyflow Indiana LLC, BME Renewable Polyfuels, LLC, UMB Bank, N.A., as trustee and collateral agent, Indiana Finance Authority, and J. Aron & Company LLC.

10. Design-Build Agreement Direct Agreement, dated March 1, 2019, by and among IPS Engineering Services, LLC, UMB Bank, N.A. as collateral agent, and RES Polyflow Indiana LLC, as borrower.

11. Master Operation and Maintenance Agreement, dated March 12, 2018, by and between BME Polyfuel Services LLC and RES Polyflow Indiana, LLC.

12. Master Operation & Maintenance Agreement Direct Agreement, dated March 1, 2019, by and among BME Polyfuel Services LLC, UMB Bank, N.A., as Collateral Agent, and RES Polyflow Indiana LLC, as Borrower.

13. Naptha Blendstock and Distillate Blendstock Sale and Purchase Agreement, dated as of February 22, 2018, by and between RES Polyflow Indiana LLC, as seller, and BP Products North America Inc., as buyer.

14. Wax Sale and Purchase Agreement, dated as of November 9, 2017, by and between RES Polyflow Indiana LLC, as seller, and A M Wax, as buyer.

15. Limited Agency Agreement, dated as of January 22, 2018, by and between RES Polyflow Indiana LLC, and Plastico LLC.

16. Equipment Supply Agreement, dated July 20, 2018, by and between RES Polyflow Indiana, LLC, as buyer, and Vecoplan, LLC, as seller.

17. Supply Agreement, dated as of July 25, 2017, by and between RES Polyflow Indiana LLC and Wilmington Paper Company.

18. Intellectual Property License Agreement, dated as of April 10, 2019, by and between RES Polyflow LLC and Indian Harbor Insurance Company.

B. Trustee's Perfected Security Interests

Collateral. Pursuant to the Indenture and Security Documents, the Trustee, on behalf of itself and the Bondholders, was granted security interests in, and continuing first-priority liens on, the "Collateral" (as defined in the Indenture and Security Documents) that constitutes, among other things: (i) a first priority mortgage on that certain plastics recovery and recycling facility in Ashley,

Indiana (the "Plant"), (ii) a pledge of the Borrower's gross revenues, (iii) a pledge of the membership interests of the Borrower by its direct parent, BME Renewable Polyfuels, LLC, (iv) an authorization for the Trustee to enforce the Borrower's rights under certain agreements entered into with respect to the Plant, (v) a first priority lien on substantially all of the Borrower's personal property, and (vi) certain agreements of the Borrower. The Collateral includes, without limitation:

1. Mortgage.[5]

> A first priority mortgage on the recycling facility in Ashley, Indiana, as described more particularly in the Mortgage, together with all right, title and interest of the Borrower, including any after-acquired right, title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Project and the Project Site, together with all and singular the rights, alleys, ways, tenements, heredi1aments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, liberties, advantages, accessions and privileges now or hereafter appertaining to the Project and the Project Site or any part thereof; including, but not limited to, any homestead or other claim at law or in equity, the reversion or reversions, remainder or remainders thereof: and also all the estate, property, claim, right, title or interest now owned or hereafter acquired by the Borrower in or to the Project and the Project Site or any part thereof; together with all of the improvements to the Project and the Project Site, together with all of the equipment (which equipment, so far as permitted by law, shall be deemed to be fixtures and part of the Project and the Project Site and of the improvements, and as to any part of the equipment not deemed or permitted by law to be fixtures, the Mortgage shall also constitute a security agreement under the Uniform Commercial Code, and pursuant thereto, and in order to secure the repayment of the Secured Obligations and the performance of the Secured Obligations, the Borrower grants to Trustee a continuing security interest under the Uniform Commercial Code in and to such part of the equipment not deemed or permitted by law to be fixtures, and the proceeds thereof and with respect to which equipment, the Trustee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code); together with all receivables, licenses, and records; together with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of: in connection with, or in lieu of (a) any condemnation of the Project or the Project Site or improvements, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other damage to, or decrease in value of the Project, the Project Site or any part thereof, including interest on any such judgment, award of damages, payment,

[5] Capitalized terms used but not otherwise defined in this section shall have the meanings given to them in the Mortgage.

proceeds, settlement or other compensation, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Trustee in connection with the collection of such judgment, award of damages, payment, proceeds, settlement or other compensation, including interest thereon; together with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Project, the Project Site, the equipment or any portion thereof; together with all rents; together with all right, title, and interests of the Borrower in and to, and remedies under, any and all leases and subleases of the Project, the Project Site or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or arc to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms; reserving in the Borrower a license, terminable upon the occurrence of an Event of Default, to enforce, administer, collect and receive the same, together with all right, title, and interest of the Borrower (i) to the funds on deposit in the Funds established in connection with the Bonds and Parity Indebtedness, (ii) in the reserves established under the Indenture, (iii) in any debt service reserve established under the Indenture, (iv) in any of the other funds or accounts established under the Indenture (except the Rebate Fund) or in connection with any Parity Indebtedness, and (v) to any other funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of or in the possession of the Issuer, the Trustee, any Bondholder, or any of their agents, including all Accounts; together with any and all future advances, together with any interest thereon, which are made by the Issuer or any Secured Hedge Provider to or for the benefit of the Borrower up to an aggregate maximum principal amount outstanding at any point in time of Two Hundred Percent (200%) of the Original Principal Amount (provided, that Issuer shall not be required to .make any future advances except as expressly provided herein or in the Loan Agreement and no Secured Hedge Provider shall be required to make any future advances except as expressly provided in the relevant Secured Hedge Contract), together with all substitutions, replacements, extensions, renewals, additions, accessories, proceeds and products of the foregoing.

2. Pledge and Security Agreement.[6]

In order to secure the prompt and complete payment and performance of the Obligations, Borrower hereby grants a security interest, assigns, conveys, mortgages, pledges, hypothecates and transfers to Trustee, for the benefit of the Bondholders, a Lien upon and security interest in all of its right title and interest in, to and under the following property, whether now owned by or existing. or hereafter

[6] Capitalized terms used but not defined in this section shall have the meanings given to them in the Pledge and Security Agreement.

acquired by or arising in favor of Borrower, and regardless of where located (all of the following being hereinafter collectively referred to as the ”Collateral"):

(a) (i) all Accounts; (ii) all Chattel Paper; (iii) all Documents; (iv) all General Intangibles; (v) all Goods (including, without limitation, Inventory, Equipment, and Fixtures); (vi) all Instruments; (vii) all Investment Property; (viii) all Deposit Accounts of Borrower, including, without limitation, all blocked accounts, concentration accounts, disbursement accounts and all other bank accounts and all deposits therein; (ix) all money, cash or cash equivalents of Borrower; (x) all Letter-of Credit Rights of Borrower; (xi) all commercial tort claims, which may be listed on supplements to this Agreement from time to time; and (xii) to the extent not otherwise included, all Proceeds including all tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

(b) In addition, to secure the prompt and complete payment and performance of the Obligations, Borrower hereby grants Trustee a right of setoff against the Collateral of Borrower held by Trustee, consisting of Collateral now or hereafter in the possession or custody of or in transit to Secured Party, for any purpose, including safekeeping, collection or pledge, for the account of Borrower, or as to which Borrower may have any right or power, subject to the terms of the Intercreditor Agreement.

“Accounts" means all "accounts," as such term is defined in the UCC, now owned or hereafter acquired by Borrower, including, without limitation, (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper or Instruments), including any such obligations that may be characterized as an account or contract right under the UCC, (b) all of Borrower’s rights in, to and under all purchase orders or invoices for sale of goods or performance of services, (c) all amounts now or hereafter payable to Borrower under any of the Project Documents, whether characterized as payments for the sale of goods, performance of services, termination payments, cancellation payments, indemnification payments, damages, liquidated damages, claims for interests, costs or otherwise, (d) all of Borrower’s rights to any goods represented by any of the foregoing (including unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (e) all rights to payment due to Borrower for property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by Borrower or in connection with any other transaction (whether or not yet earned by performance on the part of Borrower), and (f) all collateral security or any kind given by any Account Debtor or any other Person with respect to any of the foregoing.

"Chattel Paper" means any "chattel paper," as such term is defined in the UCC including electronic chattel paper, now owned or hereafter acquired by Borrower.

"Commodity Accounts" means all "commodity accounts," as such term is defined in the UCC, now or hereafter held or maintained in the name of Borrower.

"Copyright License" means rights under any written agreement now or hereafter acquired by Borrower granting any right to use any Copyright.

"Copyrights" means all or the following owned or hereafter adopted or acquired by Borrower: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

"Deposit Accounts" means all "deposit accounts" as such term is defined in the UCC, now or hereafter held in the name of Borrower.

"Documents" means all "documents," as such term is defined in the UCC, now owned or hereafter acquired by Borrower, wherever located.

"Equipment" means "equipment," as such term is defined in the UCC, now owned or hereafter acquired by Borrower, wherever located and, in any event, including, without limitation, all of Borrower's machinery and equipment, including pulp and paper making equipment, processing equipment, conveyors, machine tools, data processing and computer equipment, including embedded software and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, material handling equipment, tools, attachments, accessories, automotive equipment, trailers, trucks, forklifts, molds, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures (including pulp and paper making equipment to the extent a court determines they do not constitute Fixtures or Real Property) not forming a part of the Real Property, together with all additions and accessions thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto.

"Fixtures" means all "fixtures", as such term is defined in the UCC, now owned or hereafter acquired by Borrower, wherever located.

"General Intangibles" means all "general intangibles," as such term is defined in the UCC, now owned or hereafter acquired by Borrower, including,

without limitation all right, title and interest that Borrower may now or hereafter have in or under any contract, including, without limitation, to the extent the same is not an Account, all or Borrower's right, title and interest in the Project Documents and all amounts payable to or receivable by Borrower thereunder, whether characterized as payments for the sale of goods, performance of services, termination payments, cancellation payments, indemnification, payments, damages, liquidated damages, claims for interests, costs or otherwise, all payment intangibles, customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including the goodwill associated with any Trademark or Trademark License), all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged Investment Property, rights of indemnification, all books and records, correspondence, credit files, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of Borrower or any computer bureau or service company from time to time acting for Borrower.

"Goods" means all "goods," as defined in the UCC, now owned or hereafter acquired by Borrower, wherever located, including, without limitation, embedded software to the extent included in "goods" as defined in the UCC.

"Instruments" means all "instruments," as such term is defined in the UCC, now owned or hereafter acquired by Borrower, wherever located, and, in any event, including, without limitation, all certificated securities, all certificates of deposit, and all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

"Inventory" means all "inventory," as such term is defined in the UCC, now owned or hereafter acquired by Borrower, wherever located, and in any event including, without limitation, inventory, merchandise, goods and other personal property that are held by or on behalf of Borrower for sale or lease or are furnished or are to be furnished under a contract of service, or that constitute raw materials, work in process, finished goods, returned goods, or materials or supplies of any kind, nature or description used or consumed or to be used or consumed in such

Borrower's business or in the processing, production, packaging, production, delivery or shipping of the same, including all supplies and embedded software.

"Investment Property" means all "investment property" as such term is defined in the UCC, now owned or hereafter acquired by Borrower, wherever located, including, without limitation, (i) all securities, whether certificated or uncertificated, including stocks, bonds, interests in limited liability companies, partnership interests, treasuries, certificates of deposit, and mutual fund shares; (ii) all securities entitlements of Borrower, including the rights of Borrower to any Securities Account and the financial assets held by a securities intermediary in such Securities Account and any free credit balance or other money owing by any securities intermediary with respect to that account; (iii) all Securities Accounts of Borrower; (iv) all commodity contracts of Borrower; and (v) all Commodity Accounts held by Borrower.

"Letter-of-Credit Rights" means all ·'letter-of-credit rights" as such term is defined in the UCC, now owned or hereafter acquired by Borrower.

"License" means any Copyright License, Patent License, Trademark License or other similar license of intellectual property now held or hereafter acquired by Borrower. "Lien" means any security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge against or interest in property, or other priority or preferential arrangement of any kind or nature whatsoever. to secure payment of a debt or performance of an obligation. "Patent License" means rights under any written agreement now or hereafter acquired by Borrower granting any right to use any Patent.

"Patents" means all of the following in which Borrower now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

"Proceeds" means "proceeds," as such term is defined in the UCC, now owned or hereafter acquired by Borrower, wherever located, including, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Borrower from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person under the color of governmental authority), (c) any claim of Borrower against third parties for past, present or future infringement or dilution of any Copyright, Copyright License, Trademark or Trademark License, (d) any recoveries by Borrower against third parties with

respect to any litigation or dispute concerning any of the Collateral including claims arising out of the loss or nonconformity of, interference with the use of, defects in, or infringement of rights in, or damage to, Collateral, (e) all amounts collected on, or distributed on account of, other Collateral, including dividends, interest, distributions and Instruments with respect to Investment Property, and (f) any and all other amounts, rights to payment or other property acquired upon the sale, lease, license, exchange or other disposition of Collateral and all rights arising out of Collateral.

"Securities Accounts" means all "securities accounts," as such term is defined in the UCC, now or hereafter held or maintained in the name of Borrower.

"Software" means all "software" as such term is defined by the UCC, now owned or hereafter acquired by Borrower, other than software embedded in any category of Goods, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"'Trademark License" means rights under any written agreement now or hereafter acquired by Borrower granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Borrower: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

"UCC" means the Uniform Commercial Code in effect in the State of Indiana.

3. Parent Pledge Agreement.[7]

As security for the prompt and complete payment and performance when due of the Obligations, BME Renewable Polyfuels LLC ("Grantor") hereby grants to Trustee, for the benefit of the Bondholders, a security interest in and pledges to Trustee, for the benefit of the Bondholders, all of the following property, whether now owned by or existing, or hereafter acquired by or arising in favor of, Grantor, and regardless of where located (all of the following being herein collectively referred to as the "Collateral"):

[7] Capitalized terms used but not defined in this section shall have the meanings given to them in the Parent Pledge Agreement.

(a) all of Grantor's right, title and interest as the member in the Borrower, including without limitation, all of the Membership Interests, all of Grantor's right derived from its Membership Interests to receive distributions at any time or from time to time of cash and other property, real, personal or mixed, from the Borrower upon complete or partial liquidation or otherwise;

(b) all of Grantor's right, title, and interest derived from its Membership Interests in specific property of the Borrower;

(c) all of Grantor's right. title and interest derived from its Membership Interests, if any, to participate in the management and voting of the Borrower; and

(d) all of Grantor's right, title and interest derived from its Membership Interests in and to:

(i) all rights, privileges, authority and power of Grantor as owner and holder of the items specified in (a), (b), and (c) above, including but not limited to, all contract rights related thereto;

(ii) all options and other agreements for the purchase or acquisition of any interests in the Borrower;

(iii) any document or certificate representing or evidencing Grantor's rights and interests in the Borrower;

(iv) all commercial tort claims, contracts, documents, general intangibles, investment property and supporting obligations related to or in respect of any of the foregoing; and

(v) to the extent not otherwise included, all Proceeds and products of any of the foregoing.

"Proceeds" shall mean "proceeds," as such term is defined in the UCC, and, in any event, shall include, without limitation, (a) any and all accounts, instruments. cash or other forms of money or currency or other proceeds payable to Grantor from time to time in respect of the Collateral, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to any of the Collateral, (c) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation. condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (d) any claim of Grantor against third parties in respect of the Collateral, (d) all certificates, dividends, distributions, cash, instruments and other property received or distributed in respect of or in exchange for any Collateral and (f) any

and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"UCC" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Indiana; provided, however. in the event that by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Trustee's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Indiana, the term "UCC' shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

4. Collateral Assignment.[8]

As collateral security for all debts, liabilities and obligations of Borrower now existing or hereafter arising under the Loan Agreement, the Indenture and the Secured Hedge Contracts, Borrower hereby assigns, transfers and sets over to Trustee all of its rights, but not its obligations, under (i) the Design Build Agreement, JICI Agreement, Blendstock Agreement, Wax Agreement, Feedstock Supply Agreements, Performance Insurance Policy, the License Agreement, (ii) all of the other documents, agreements or instruments contemplated thereby or executed in connection therewith and (iii) any and all other existing and future contracts, agreements, permits, licenses, third party reports, surveys architectural plans or hereafter entered into or obtained by Assignor in connection with the ownership, use, operation and management of the Project (all such documents together with the documents contemplated in (i) and (ii) above, collectively, the "Project Documents").

Trustee shall have no obligation or duty to perform any of the obligations of Borrower under the Project Documents, all of which shall remain the sole and exclusive duty and obligation of Assignor.

In connection with the construction of the Project (as defined in the BPA) to be undertaken by or on behalf of the Borrower, the Borrower has entered into or will enter into the following: (i) a Design Build Agreement between the Borrower and JPS Engineering Services, LLC (as amended, restated or otherwise modified from time to time, the "Design Build Agreement"); (ii) a construction contract for portions of the Project between the Borrower and Jim Ingledue Construction, Inc. (as amended, restated or otherwise modified from time to time, the "JICI Agreement"); (iii) a purchase agreement between the Borrower and BP Products North America, Inc. (as amended, restated or otherwise modified from time to time, the "Blendstock Agreement"); (iv) a purchase agreement between the Borrower and AM Wax Inc. (the '"Wax Agreement"); (v) six feedstock supply agreements

[8] Capitalized terms used but not defined in this section shall have the meanings given to them in the Collateral Assignment

between the Borrower and regional and national waste recycling companies (as amended, restated or otherwise modified from time to time, the "Feedstock Supply Agreements"); (vi) a performance insurance policy from Indian Harbor Insurance Company (the "Performance Insurance Policy"); and (vii) a technology license agreements relating to certain technology components or the Project between Assignor and RES Polyflow LLC (the "License Agreement").

5. Assignment of Leases and Rents.[9]

Borrower, pursuant to the terms of this Assignment, hereby absolutely and irrevocably assigns, conveys and transfers to Trustee, all of Borrower's right, title, interest and estate (1) in and to all of the rents, income and profits of and from certain real property located in the Town of Ashley, Steuben County, Indiana, which is more particularly described in Exhibit A attached hereto and made a part hereof, or of and from all improvements at any time constructed thereon or any personal property or fixtures at any time installed or used therein (collectively, the "Property"), (2) in and to all Leases (as hereinafter defined), now existing or hereafter made and affecting the Property or any part thereof, as the same may be extended, amended and renewed, with all rent, income and profits due and becoming due therefrom, (3) in and to all Rents (as hereinafter defined) and Income (as hereinafter defined) from the operation of any business of Borrower located on the Property, and (4) in, to and under all Contracts (as hereinafter defined) and, to the extent permitted by law, all Permits (as hereinafter defined).

"Contracts" means all present and future agreements and contracts made by Borrower, whether written or oral, relating to (i) the operation of any business on the Property or the sale of any portion thereof, including without limitation any and all management agreements and agreements for the sale, purchase or conveyance of any portion of the Property, (ii) the design, construction, operation, management, maintenance, or repair of the Property, and (iii) any and all guaranties of any of the foregoing and any extensions, amendments, restatements or modifications thereof or thereto.

"Income" means all income, cash, accounts, accounts receivable, proceeds and profits due or becoming due to Borrower pursuant to any Contract or Lease.

"Leases" means (i) all present and future leases covering all or any portion of the Property, (ii) all agreements for use or occupancy of any portion of the Property, (iii) all present and future ground leases covering any portion of the Property, (iv) any and all guaranties of the performance of any lessee under any lease of all or any part of the property, and (v) any extensions, amendments, modifications, supplements or replacements of or to any lease of all or any part of the Property and any and all further leases and subleases, lettings or agreements

[9] Capitalized terms used but not defined in this section shall have the meanings given to them in the Assignment of Leases and Rents.

(including rights in respect of tenants holding over and tenancies following attornment) of all or any part of the Property.

"Permits" means all licenses, rights and privileges granted to Borrower or in which Borrower has any rights required for or useful in connection with the operation of any business located on the Property.

"Proceeds" means all amounts, sums of money or things of value derived from or arising from any Lease, Contract or Permit.

"Rents" means all rentals, income, security deposits and other sums of money due or becoming due to Borrower under any Lease or any Contract; all monies due and to become due Borrower under any Lease or Contract for services, materials, or installations supplied, whether or not the same were supplied under the terms of any Lease or Contract, and the proceeds of all such Rents, both cash and non-cash, including but not limited to, any minimum rents, additional rents, percentage rents, lease termination payments, parking, maintenance, insurance and tax contributions, any damages following default by a tenant under any lease, any penalties or premiums payable by a tenant under any Lease and the proceeds of any policy of insurance covering loss of rents resulting from destruction or damage to any portion of the Property.

Appendix 2

Lien Perfection Documents[10]

Document	Reference No.	Date Recorded	Place Recorded
Mortgage and Security Agreement, dated as of March 1, 2019, given by RES Polyflow Indiana LLC, as grantor, in favor of UMB Bank, N.A., as beneficiary.	Document No. 19040421 MTG	April 19, 2019	Steuben County, IN recorder
Assignment of Leases, Rents, Contracts, Income, Proceeds, and Permits, dated as of March 1, 2019, by RES Polyflow Indiana LLC, as assignor, in favor of UMB Bank, N.A., as trustee and collateral agent	Document No. 19040422 MISC	April 19, 2019	Steuben County, IN recorder
UCC-1 Financing Statement	U19000018 UCC	April 19, 2019	Steuben County, IN recorder
UCC-1 Financing Statement	20193474264	May 20, 2019	Delaware Secretary of State
UCC-1 Financing Statement	201900004483960	May 24, 2019	Indiana Secretary of State
UCC-1 Amendment	202101072725608	January 7, 2021	Indiana Secretary of State
UCC-1 Amendment	20210183351	January 7, 2021	Delaware Secretary of State

[10] UMB reserves all rights with respect to the documents including in this appendix, including but not limited to the right to further supplement or amend this appendix. The documents included in this appendix are voluminous and upon information and belief are already in the Debtors' possession (including having been provided directly to the Debtors by the Trustee on March 27, 2025) and therefore are not attached here. Copies of the documents referenced in this appendix may be available upon request to the Trustee. The descriptions of the Indenture and Security Documents set forth in this Proof of Claim are a summary only and are qualified in their entirety by reference to the applicable Indenture and Security Documents. In the event of any inconsistency between this Proof of Claim and any such document, the relevant document will control. Nothing in this Proof of Claim will limit or qualify the rights granted to the Trustee under the Indenture and Security Documents.

UCC-1 Continuation	202312083136235	December 8, 2023	Indiana Secretary of State
UCC-1 Continuation	20238320698	December 8, 2023	Delaware Secretary of State
UCC-1 Amendment	202502133291239	February 13, 2025	Indiana Secretary of State
UCC-1 Amendment	20251000733	February 13, 2025	Delaware Secretary of State

EXHIBIT D

LOAN AGREEMENT

among

INDIANA FINANCE AUTHORITY

RES POLYFLOW INDIANA LLC

and

BME RENEWABLE POLYFUELS LLC
(with respect to Section 4.1(d) hereof)

Dated

as of

March 1, 2019

$185,000,000
Indiana Finance Authority
Exempt Facility Revenue Bonds, Series 2019
(RES Polyflow Indiana Project) (Green Bonds)

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LOAN AGREEMENT

This Loan Agreement (the "Agreement"), dated as of March 1, 2019, between the INDIANA FINANCE AUTHORITY, a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, organized and existing under the laws of the State of Indiana (the "Issuer"), and RES POLYFLOW INDIANA LLC (the "Borrower"), a domestic limited liability company created pursuant to the Indiana business flexibility act of 1993, as amended;

W I T N E S S E T H:

WHEREAS, the Issuer is a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, organized and existing pursuant to the provisions of Indiana Code 5-1.2 *et seq.*, as amended (the "Act"); and

WHEREAS, the Borrower has submitted an application to the Issuer requesting that the Issuer issue and sell its Exempt Facility Revenue Bonds, Series 2019 (RES Polyflow Indiana Project) (Green Bonds) (the "Bonds"), pursuant to the Trust Indenture dated as of the date hereof (the "Indenture") by and between the Issuer and UMB Bank, N.A. (as trustee, the "Trustee" and as collateral agent, the "Collateral Agent"), for the purpose of loaning the proceeds of the Bonds to the Borrower for the purpose of (i) providing funds to finance a portion of the costs of the acquisition, installation, construction and equipping of a plastics recovery facility located on a 40 acre tract of land in Ashley, Indiana, as further described in Exhibit B hereto (the "Project"); (ii) funding a debt service reserve; (iii) funding capitalized interest; and (iv) paying costs of issuance of the Bonds; and

WHEREAS, the Issuer has adopted a resolution on November 15, 2018, regarding the Project (the "Resolution") and the Issuer intends to loan the proceeds of the sale of the Bonds to the Borrower to acquire, construct, install and equip the Project; and

WHEREAS, the Issuer and the Borrower acknowledge that the Borrower intends to enter into one or more Secured Hedge Contracts pursuant to which the Issuer will be required to enter into the Intercreditor Agreement with the Borrower, the Trustee, the Collateral Agent and one or more Secured Hedge Providers, which the parties hereby agree shall benefit the Borrower and shall be consummated in accordance with the Code and State law (each as defined in the Indenture);

WHEREAS, the Issuer and the Borrower desire to enter into this Agreement to specify the terms and conditions of the Issuer's issuance and loaning of the proceeds of the Bonds and for certain other purposes specified herein; and

WHEREAS, pursuant to the Indenture, the Bonds will be issued and the Issuer will assign to the Collateral Agent (for the benefit of the Secured Parties) its right to receive certain payments, and certain other rights, under this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows (provided, that in the performance of the agreements of the Issuer herein contained and

any obligation it may thereby incur shall not constitute a debt, liability or obligation of the Issuer, the State of Indiana, or any political subdivision or public body corporate thereof, and shall never be payable from tax revenues or other public or general funds or assets of the State of Indiana or the Issuer, but shall be a limited obligation of the Issuer payable solely out of the Trust Estate):

ARTICLE I.

DEFINITIONS

Section 1.1. Use of Terms Defined in Indenture. Each of the terms used in this Agreement which is defined in the Indenture and is not otherwise defined in this Agreement shall have the meaning set forth in the Indenture unless the context or use clearly indicates another meaning or intent.

Section 1.2. Definitions. In addition to the terms defined in the recital clauses of this Agreement, as used herein:

"Additional Payments" means the amounts required to be paid by the Borrower pursuant to Section 4.4.

"Agreement" means this Loan Agreement, as amended or supplemented from time to time.

"Authorized Representative" means, with respect to the Issuer, the Chair or Vice Chair of the Issuer or the Public Finance Director of the State of Indiana, and each person at the time designated to act on behalf of the Issuer by written certificate furnished to the Trustee or Collateral Agent containing the specimen signature of such person and signed on behalf of the Issuer by the Chair or Vice Chair of the Issuer or the Public Finance Director of the State of Indiana, and, with respect to the Borrower, each person at the time designated to act on behalf of the Borrower by written certificate furnished to the Trustee or Collateral Agent containing the specimen signature of such person and signed on behalf of the Borrower by its Secretary or Assistant Secretary.

"Borrower Documents" means this Agreement, the Mortgage, the Purchase Agreement, the Continuing Disclosure Agreement, the Note, the Intercreditor Agreement and the Performance Risk Insurance Policy.

"Closing Date" means April 10, 2019.

"Code" means the Internal Revenue Code of 1986, as amended from time to time. References to the Code and Sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder, and any successor provisions to those Sections, regulations, temporary regulations or proposed regulations.

"Completion Date" means the date of completion of the Project evidenced in accordance with the requirements of Section 3.5 which is expected to be on or prior to January 1, 2021.

"Construction Period" means the period between the beginning of the acquisition, construction, installation and equipment of the Project or the date on which the Bonds are issued, whichever is earlier, and the Completion Date.

"Design Build Contractor" means IPS Engineering Services, LLC and its successors and assigns.

"Environmental Laws" means all legal requirements governing or relating to the protection of the environment, natural resources or human health concerning (i) activities at any of the Project, (ii) repairs or construction of any improvements at the Project, (iii) handling of any materials at the Project, (iv) releases into or upon the air, soil, surface water or ground water from the Project, and (v) storage, distribution, use, treatment, transport or disposal of any waste at or connected with any activity at any of the Project, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 42 U.S.C. §§ 9601 et seq., as amended from time to time; the Hazardous Materials Transportation Act 49 U.S.C. §§ 5101 et seq., as amended from time to time; the Resource Conservation and Recovery Act 42 U.S.C. §§ 6901 et seq., as amended from time to time; the Federal Water Pollution Control Act 33 U.S.C. §§ 1251 et seq., as amended from time to time; and comparable State statutes.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute thereto of similar import, together with the regulations thereunder, in each case as in effect from time to time.

"ERISA Affiliate" means any person treated as a single employer of the Borrower within the meaning of Section 414(b) or (c) of the Internal Revenue Code of 1986, as amended.

"ERISA Event" means (a) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to a pension plan, (b) the existence with respect to any pension plan of an "accumulated funding deficiency" (within the meaning of Section 302 of ERISA or Section 412 of the Internal Revenue Code of 1986, as amended) and (c) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal by the Borrower or any such ERISA Affiliate from any pension plan or Multiemployer Plan.

"Event of Default" means any of the events described as an Event of Default in Section 7.1 hereof.

"Expansion Project Costs" means costs of (a) acquiring, constructing, installing and equipping any improvement, addition, enlargement, extension and/or expansion to the Project, including costs incurred in respect of any improvement, addition, enlargement, extension and/or expansion to the Project for preliminary planning and studies; architectural, engineering, accounting, consulting, legal and other professional fees and expenses; labor, services and materials; (b) any additional real property, including real property not immediately contiguous to or connected to the Project Site as it then exists, provided that such real property must be functionally integrated to the use to which the Project is put, which is hereafter included in the Project Site by amendment or supplement to the Mortgage, including any equipment and other personal property thereon or therein; and (c) any real or personal property which is pledged to secure the payment of Additional Bonds and/or Parity Indebtedness.

"Funding" or "Fundings" means any disbursement to or for the benefit or account of the Borrower of proceeds of the Bonds, the required equity contributions, any Additional Bonds or any insurance proceeds (other than proceeds from the Performance Risk Insurance Policy), condemnation awards and investment earnings thereon.

"Funding Date" means each date on which a Funding occurs in accordance with Article III of this Loan Agreement.

"Hazardous Substances" means any petroleum or petroleum products and their by-products, flammable explosives, radioactive materials, toxic chemicals and substances, radon, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and polychlorinated biphenyls (PCB), asbestos-containing materials (ACMs), lead-containing or lead-based paint (LBP), radon, medical waste and other bio-hazardous materials and any chemicals, pollutants, materials or substances defined as or included in the definition of "hazardous substances" as defined pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act, "regulated substances" within the meaning of subtitle I of the federal Resource Conservation and Recovery Act and words of similar import under applicable Environmental Laws.

"Intellectual Property" means all present and future: trade secrets, know-how and other proprietary information; trademarks, trademark applications, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; (including copyrights for computer programs) and all tangible and intangible property embodying the copyrights, unpatented inventions (whether or not patentable); patents and patent applications; industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; books, customer lists, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; all other intellectual property; all goodwill; and all common law and other rights throughout the world in and to all of the foregoing.

"Issuer's Fee" means the amount of $40,000.00, plus fees and expenses of Issuer's Counsel.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the Bonds pursuant to Section 4.1 in the original principal amount of $185,000,000.

"Multiemployer Plan" means any multiemployer plan, as defined in Section 4001(a)(93) of ERISA, which is subject to Title IV of ERISA, that is contributed to by the Borrower or any ERISA Affiliate.

"Permitted Indebtedness" shall mean the indebtedness described in Section 5.14(a)-(g) of this Agreement.

"Plans and Specifications" shall mean any plans and specifications approved by the Borrower and filed with the Trustee on or before the Closing Date and any modifications thereto.

"PPI Adjustment" means the percentage increase or decrease in unadjusted Producers Price Index ("PPI") as calculated by taking the difference between the then current year PPI

figure for the month closest to March 1st for which a PPI figure has been published and the then prior year's PPI figure for the same month which is used to calculate the current year's PPI.

"Project Approval" means the action of the Issuer approving the financing of the Project with the proceeds of the Issuer's bonds. The date of the Project Approval is November 16, 2017.

"Project Costs" means costs of the Project permitted under the Act, including, but not limited to, the following:

(a) Costs incurred in acquisition, construction, installation and equipment of the Project, including costs incurred in respect of the Project for preliminary planning and studies; architectural, engineering, accounting, consulting, legal and other professional fees and expenses; labor, services and materials;

(b) Fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Bonds (and, if applicable, Parity Indebtedness or Additional Bonds), including without limitation bond discount, printing expense, title insurance, recording fees and the initial fees and expenses of the Trustee, Collateral Agent and Issuer; provided that the amount of the proceeds of the Bonds (and, if applicable, Parity Indebtedness or Additional Bonds) used to finance issuance costs shall not exceed 2% of the proceeds of the Bonds (and, if applicable, Parity Indebtedness or Additional Bonds) within the meaning of Section 147(g) of the Code;

(c) Payment of interest on the Bonds accruing during the Construction Period;

(d) Any other costs, expenses, fees and charges properly chargeable to the cost of acquisition, construction, installation, equipment or improvement of the Project (and, in the case of Parity Indebtedness and/or Additional Bonds, any improvement, addition, enlargement, extension or expansion of the Project); and

(e) With respect to Additional Bonds and Parity Indebtedness, Project Costs also include Expansion Project Costs.

"Purchase Agreement" means the Bond Purchase Agreement among the Issuer, the Borrower, BME Renewable Polyfuels LLC, and Goldman Sachs & Co.

"Related Person" shall have the meaning set forth in Section 144(a)(3) of the Code and shall include (to the extent there provided) any parent, subsidiary, affiliated corporation or unincorporated enterprise, majority shareholder and commonly owned entity.

"Unassigned Issuer's Rights" means all of the rights of the Issuer to receive Additional Payments under Section 4.4, to be held harmless and indemnified under Section 5.10, to be reimbursed for attorney's fees and expenses under Section 7.4, to give or withhold consent to or approval of amendments, modifications, termination or assignment of this Agreement or the Intercreditor Agreement, or sale, transfer, assignment, lease (or assignment of lease) or other disposal of the Project, under Sections 5.1, 5.2, 5.4, 8.5 and 8.10 or to give any consents or approvals required by this Agreement or the Intercreditor Agreement.

Section 1.3. Interpretation. In this Agreement, unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa, the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement, and the term "hereafter" means after and the term "heretofore" means before the Issue Date, and words of any gender include the correlative words of the other genders. In this Agreement, unless otherwise indicated, all references to particular Articles, Sections, Subsections or paragraphs are references to the Articles, Sections, Subsections or paragraphs of this Agreement.

Section 1.4. Captions, Headings and Table of Contents. The captions, headings and table of contents in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, Subsections or paragraphs hereof.

(End of Article I)

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations and Findings of Issuer. The Issuer hereby represents to the Borrower that:

(a) The Issuer is a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, duly organized and validly existing under the Act, and is duly authorized to issue the Bonds and to perform its obligations under this Agreement.

(b) All requirements have been met and procedures have occurred in order to authorize the execution and delivery of this Agreement. The Issuer has taken all necessary action and has complied with all provisions of the law required to make this Agreement a valid and binding obligation of the Issuer, except to the extent limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity, or by public policy.

(c) On the Issue Date, the Bonds will have been duly authorized, executed and delivered by the Issuer. Nothing in this Agreement shall be construed as requiring the Issuer to provide any funds other than the proceeds of the Bonds.

(d) To the best knowledge of the Issuer, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending or threatened against the Issuer which (i) affects or seeks to prohibit, restrain or enjoin the issuance, execution or delivery of the Bonds, the origination of the Loan or the lending of the proceeds of the Bonds to the Borrower, or the execution and delivery of this Agreement, (ii) affects or questions the validity or enforceability of the Bonds or this Agreement or (iii) questions the tax-exempt status of interest on the Bonds.

Section 2.2. Representations of Borrower. The Borrower represents and warrants to the Issuer that, as of the date of execution of this Agreement and as of the date of delivery of the Bonds to the initial purchasers thereof:

(a) Organization/Authority. The Borrower is a limited liability company duly organized and validly existing under the laws of the State of Indiana, qualified to do business in Indiana, and has full power and authority to execute, deliver and perform its obligations under this Agreement and to enter into and carry out the transactions contemplated thereby.

(b) Execution/Delivery. The Borrower Documents have been duly authorized, executed and delivered by the Borrower and constitute the valid and binding obligations of the Borrower. The execution, delivery and performance of the Borrower Documents, as applicable, by the Borrower do not, and will not, violate any provision of law applicable to the Borrower or the Borrower's articles of organization, operating

agreement or any other agreement or instrument to which the Borrower is a party or by which it or any of its properties are bound.

(c) Enforceability. The executed Borrower Documents and all other documents and agreements contemplated hereby to which the Borrower is a party, will constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their terms, and any rights of the Issuer and obligations of the Borrower not so assigned to the Collateral Agent constitute the legal, valid, and binding agreements of the Borrower enforceable against the Borrower by the Issuer in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(d) No Conflicts. The execution and delivery of the applicable Borrower Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof or thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of organization, operating agreement of the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the executed Borrower Documents, or the financial condition, assets, properties or operations of the Borrower.

(e) No Other Consents. No consent or approval of any trustee or holder of any indebtedness of the Borrower or any guarantor of indebtedness of or other provider of credit or liquidity to the Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the applicable Borrower Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower or the assets, properties or operations of the Borrower which, if determined adversely to the Borrower or its interests, would have a Material Adverse Effect upon the consummation of the transactions contemplated by, or

the validity of, the applicable Borrower Documents or the Indenture or upon the financial condition, assets, properties or operations of the Borrower.

(g) Truthfulness of Information; Disclosure. (i) The information provided by the Borrower in writing and used in the preparation of or contained in (w) the Borrower Documents to which it is a party, (x) the Tax Representation Certificate of the Borrower dated the Closing Date, (y) any other document to which it is a party, and (z) any certificate, document, written statement or other instrument furnished to the Trustee or any Bondholder by or on behalf of the Borrower (other than, in each case, projections and other pro forma or forward-looking information) does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading.

(ii) The information provided by the Borrower in writing and used in the preparation of, contained in, or incorporated by reference in, the Limited Offering Memorandum (other than, in each case, projections and other pro forma or forward-looking information), does not contain any untrue statement of a material fact relating to the Borrower or the Project and does not omit to state a material fact relating to the Borrower or the Project necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(h) Data Room. The Borrower has created and shall maintain the Data Room while and so long as the Bonds remain Outstanding in full compliance with the terms and provisions of the Continuing Disclosure Agreement. Access to the Data Room will be provided to the Trustee, the Issuer, any Bondholder or Beneficial Owner and, with the Borrower's consent (which will not be unreasonably withheld), any prospective Bondholder or Beneficial Owner, upon its request.

(i) No Defaults. The Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) (1) under the Borrower Documents or the Indenture, or (2) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default could reasonably be expected to have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement, the Purchase Agreement, the Mortgage or the Indenture, or the financial condition, assets, properties or operations of the Borrower.

(j) All Necessary Approvals. All material certificates, approvals, permits and authorizations of applicable Governmental Authorities have been or will be obtained with respect to the construction, equipping and operation of the Project, and the Project will be operated pursuant to and in accordance with such certificates, approvals, permits and authorizations. The Project is a project that promotes the public purposes of the Act and will be operated as such. The Borrower presently intends to use or operate the Project in a manner consistent with the Act until the date on which the Bonds have been fully paid and knows of no reason why the Project will not be so used.

(k) Qualifying Costs. Substantially all (at least 95%) of the proceeds of the Bonds will be used to pay costs of land and property of a character subject to allowance for depreciation provided in Section 167 of the Code, which are qualifying costs. Qualifying costs of the Project include only those costs which form part of the basis of the Project for Federal income tax purposes or could be included in such basis in the event of a proper election under the Code, and which are properly allocable to the period after the date 60 days prior to the Project Approval Date.

(l) Source of Non-Qualifying costs. No non-qualifying costs of the Project to be financed with the proceeds of the Bonds have been paid by or on behalf of the Borrower or any Related Person more than 60 days prior to the date of the Project Approval, except permitted preliminary expenditures.

(m) Costs of Issuance. The costs of issuance financed with proceeds of the Bonds, including any bond discount on the sale of the Bonds, will not exceed 2% of the proceeds of the Bonds.

(n) Accuracy of Information. The information furnished by the Borrower and used by the Issuer in preparing the certification pursuant to Section 148 of the Code and in preparing the information statement pursuant to Section 149(e) of the Code will be accurate and complete as of the date of issuance of the Bonds.

(o) No Reliance on Issuer for Advice. The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing provided herein; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which the Borrower is a party or of which it is a beneficiary, including the Indenture; that it understands the risks inherent in such transactions; and that it has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Agreement, any other Borrower Documents or the Indenture or otherwise relied on the Issuer for any advice.

(p) Marketable Title; Possession. The Borrower has good and marketable title to the Project Site free and clear from all encumbrances other than Permitted Encumbrances (as defined in the Mortgage). The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating the Project.

(q) Environmental Warranties.

(i) The Borrower and its Affiliates (w) are in compliance in all material respects with all applicable Environmental Laws, and (x) have all Environmental Approvals required to operate their businesses as presently conducted or as reasonably anticipated to be conducted and are in compliance in all material respects with the terms and conditions thereof, (y) have not received any written communication from a Governmental Authority that alleges that the Borrower or any Affiliate is not in compliance in all material respects with all Environmental Laws and Environmental Approvals, and (z) to their Knowledge, are not aware of any

circumstances that may prevent or interfere in the future with the Borrower's compliance in all material respects with all applicable Environmental Laws and Environmental Approvals.

(ii) There is no Environmental Claim pending or, to the Knowledge of the Borrower, threatened against the Borrower or the Project. There is no Environmental Claim pending or, to the Knowledge of the Borrower, threatened against any Affiliate.

(iii)To the Knowledge of the Borrower, there are no present or past actions, activities, circumstances, conditions, events or incidents, including the release, emission, discharge, presence or disposal of any Material of Environmental Concern, that could reasonably be expected to form the basis of any Environmental Claim against the Borrower or any Affiliate or could otherwise reasonably be expected to interfere with the construction or operation of the Project.

(iv) Without in any way limiting the generality of the foregoing, (w) there are no on-site or off-site locations in which the Borrower or, to the Knowledge of Borrower, any Affiliate has stored, disposed or arranged for the disposal of Materials of Environmental Concern that could reasonably be expected to form the basis of an Environmental Claim, (x) there are no underground storage tanks located or to be located on property owned or leased by the Borrower, (y) there is no asbestos or lead paint contained in or forming part of any building, building component, structure or office space owned or leased by the Borrower, and (z) no polychlorinated biphenyls (PCBs) are or will be used or stored at any property owned or leased by the Borrower, except in such form, condition and quantity as could not reasonably be expected to result in an Environmental Claim.

(v) The Borrower has not received any letter or request for information under Section 104 of the CERCLA, or comparable state laws, and to the Knowledge of the Borrower, none of the operations of the Borrower is the subject of any investigation by a Governmental Authority evaluating whether any remedial action is needed to respond to a release or threatened release of any Material of Environmental Concern at the Project or at any other location, including any location to which the Borrower has transported, or arranged for the transportation of, any Material of Environmental Concern with respect to the Project.

(r) Accurate Financial and Other Information.

(i) Each of the financial statements of the Borrower delivered pursuant hereto has been prepared in accordance with GAAP, and fairly presents in all material respects the financial condition of the Borrower as at the respective dates thereof and the results of its operations for the period then ended (subject, in the case of unaudited financial statements, to changes resulting from audit and normal year-end adjustments and the absence of footnotes).

(ii) The assumptions constituting the basis on which the Borrower prepared the construction budget and the financial model that are in effect on each date this representation is made or deemed repeated, and the numbers set forth therein, were developed and consistently utilized in good faith and are believed by the Borrower to be reasonable as of the date prepared as to the matters contained therein, based on all information known to the Borrower, it being recognized by the Issuer that such information as it relates to future events, projections and estimates is not to be viewed as fact and that actual results during the period or periods covered by such information may differ from the projected results set forth therein by a material amount.

(iii)On the basis of the Borrower's review of the Construction Related Contract, its conversations with the Construction Related Party and the Construction Manager and its review of other information which it reasonably believes to be material to its expression of judgment, the Borrower reasonably believes that Completion of the Project should occur on or before 24 months following the delivery by the Borrower of a notice to proceed to the Design Builder and that the cost to complete the Project will not exceed the funds available to the Borrower (including funds available under this Loan Agreement and from Equity contributions to the Borrower).

(iv)The Borrower believes in good faith that the development, engineering, construction, testing, start-up, use, ownership, operation and maintenance of the Project are economically feasible and technically feasible.

(v) No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect.

(vi)The Borrower will have as of the Closing Date valid title in the real property constituting part of the Project, including the Project Site, and good title in all other property it purports to own free and clear of any liens, subject to Permitted Encumbrances.

(s) Necessary Project Contracts. As of the Closing Date:

(i) All Project Documents to which the Borrower is a party or by which any of its properties is bound, including those that are required to be obtained by the Borrower in connection with the construction and operation of the Project other than any such contracts that would not be deemed an additional Project Contract within the meaning of such term, will be listed in Schedule 1 to this Loan Agreement (collectively, the "Necessary Project Contracts") and shall include all licenses, real estate documents, the operations and maintenance agreement, feedstock supply contracts and product off-take contracts whether or not such contracts would be deemed an Additional Project Contract;

(ii) The Necessary Project Contracts will have been executed and delivered and will be in full force and effect on the Closing Date;

(iii)As of each date this representation and warranty is made or deemed repeated (being the Closing Date with respect to those Necessary Project Contracts to be listed on Part A of Schedule 1 on the Closing Date):

(w) to the Knowledge of the Borrower, all representations, warranties and other factual statements made by each party to the Project Contracts in each of the Transaction Documents to which such Project Party is a party are true and correct as of the date(s) made or deemed repeated (except with respect to representations and warranties that expressly refer to an earlier date) other than any such inaccuracies that could not reasonably be expected to have a Material Adverse Effect;

(x) as of the Closing Date, there are no material contracts, agreements, instruments or documents between the Borrower and any other Person relating to the Borrower or the Project other than (A) the Borrower Documents, (B) the Necessary Project Contracts to be listed in Schedule 1 on the Closing Date and any other agreements permitted by this Loan Agreement;

(y) except as set forth on Schedule 2 there have been no Change Orders under the Project Documents, other than in accordance with those items to be listed in Section 2.3(c) hereof on the Closing Date; and

(z) to the Knowledge of the Borrower, it is not aware of any conditions precedent to the obligations of the respective parties under the Necessary Project Contracts which have been executed as of the date this representation is made or deemed repeated that have not been satisfied or waived by the parties thereto, except for such conditions precedent that do not and cannot be satisfied until a later stage of development of the Project.

(iv)On the Closing Date, all Necessary Project Contracts which as of such Funding Date are required to be in place, have been duly executed and delivered and are in full force and effect; provided, however, with respect to Feedstock Supply Contracts and Product Off-Take Contracts that, but for the requirements all such contracts be designated as Necessary Project Contracts, each such contract would not be a Necessary Project Contract because such contract would not meet the definition of "Additional Project Contract," and the provisions of Section 2.2(s)(ii) and 2.2(s)(iii) shall not be applicable.

(t) No Prior Pledge. Except for Permitted Encumbrances, neither the Project, nor any of the payments or amounts to be received by the Borrower in connection with the Project or any other assets or properties of the Borrower, have been or will be

mortgaged, pledged, or hypothecated by the Borrower in any manner or for any purpose or have been or will be the subject of a grant of a security interest or lien by the Borrower other than as security for the payment of the Obligations (as defined in the Intercreditor Agreement), as provided in the Indenture, the Mortgage and the other Security Documents.

(u) Intellectual Property. (i) Except as set forth on Schedule 3 on the Closing Date, to the Knowledge of the Borrower, there are no assertions, claims, actions, suits, proceedings, inquiries, or investigations made, threatened or pending against the Borrower or any Affiliate of the Borrower with respect to any Intellectual Property relating to the Project or products produced therein.

(ii) Excepting for Intellectual Property owned by the Borrower, for which the Borrower represents it has full, non-contestable legal rights to, the Borrower has been granted a license or sublicense to all Intellectual Property licensed by the Borrower, the Borrower's Affiliate(s) or any third party involved in the Project or products produced therein, that in any way applies to, covers, or protects the Project or the products produced therein or which the Project or products produced therein might otherwise infringe.

(iii)Construction and operation of the Project and production and sale of products produced therein will not infringe, misappropriate, or give rise to any other cause of action with respect to any Intellectual Property.

(v) Green Bonds. The Bonds are "Green Bonds" and the Project is a "Green Project" under the International Capital Market Association Green Bond Principles (March 2015). This designation is based solely on information provided by the Borrower, and neither the Issuer nor the State, nor any member, official, director, officer, employee, attorney or agent of the Issuer or the State, makes any representation as to the designation of the Bonds as "green bonds" or the Project as a "green project."

Section 2.3. Amendments to Necessary Project Contracts; Change Orders.

(a) Subject to Section 2.3(c) below, the Borrower shall not direct or consent or agree to any amendment, modification, supplement, waiver or consent in respect of, or suspension of work under any provision of, or early termination of, any Necessary Project Contract (other than any immaterial amendment, modification or supplement, in which case a true, correct and complete copy thereof shall be delivered to the Majority of Outstanding Bondholders), and the Borrower shall enforce the material terms of each Necessary Project Contract, if, in the judgment of the Independent Engineer (or, if no Independent Engineer is retained at the time, the Majority of Outstanding Bondholders), such amendment, modification, supplement, waiver, consent, suspension or termination or the failure of the Borrower to enforce any Necessary Project Contract would have a Material Adverse Effect. If in the judgment of the Independent Engineer or Majority of Outstanding Bondholders, as applicable, such amendment, modification, supplement, waiver, consent, suspension, termination or failure to enforce would have a Material Adverse Effect, then the Borrower may not consent or otherwise agree to any such

amendment, modification, supplement, waiver, consent, suspension, termination or failure to enforce without the prior written approval of the Majority of Outstanding Bondholders.

(b) Except for collateral assignments under the Security Documents, the Borrower shall not assign any of its rights under any Necessary Project Contract to which it is a party to any Person, or consent to the assignment of any obligations under any such Necessary Project Contract by any other party thereto, without the prior written approval of the Majority of Outstanding Bondholders.

(c) The Borrower shall not enter into or approve any Change Orders under the Construction Related Contract without the written approval of the Independent Engineer (or, if no Independent Engineer is retained at the time, the Majority of Outstanding Bondholders), unless each of the following conditions is satisfied:

(i) The amount of such Change Order does not exceed (1) $1,000,000 individually, or (2) $5,000,000 together with all prior Change Orders that have not been approved by the Independent Engineer (or, if no Independent Engineer is retained at the time, the Majority of Outstanding Bondholders);

(ii) Such Change Order could not reasonably be expected to delay the Completion Date beyond the anticipated Completion Date;

(iii)Such Change Order could not reasonably be expected to permit or result in any adverse modification or impair the enforceability of any warranty under the Construction Related Contract;

(iv)Such Change Order could not reasonably be expected to cause the Project to have a Debt Service Coverage Ratio of less than 1.25:1.00;

(v) Such Change Order could not reasonably be expected to present a material risk of revocation or material modification of any Governmental Approval;

(vi)Such Change Order could not reasonably be expected to cause the Borrower or the Project not to comply with any applicable Law;

(vii) Such Change Order shall be accompanied by an updated construction budget to the extent there shall be an increase the Project Costs and satisfactory evidence that there are sufficient funds in the Project Fund necessary to complete the Project or evidence that the Borrower has provided any additional funds to the Trustee necessary for the completion of the Project; and

(viii) The Trustee and all Bondholders have received a certificate, duly executed by an Authorized Company Representative, confirming that the proposed Change Order will comply with each of the conditions set forth above and setting forth (A) the amount of such proposed Change Order and (B) the amount of all prior Change Orders that have not been approved by the Independent Engineer (or, if no

Independent Engineer is retained at the time, the Majority of Outstanding Bondholders);

provided, however, that notwithstanding the foregoing, (1) any Change Order which shall require the expenditure of any portion of the amounts in the Sponsor Contingency Account, shall be subject to the provisions of Section 5.01(f) of the Indenture and require the prior written approval of the Independent Engineer and (2) the Borrower may enter into or approve any Change Order without the approval of the Majority of Outstanding Bondholders if the Borrower provides additional equity to fund such Change Order.

(End of Article II)

ARTICLE III.

ACQUISITION AND CONSTRUCTION OF PROJECT; ISSUANCE OF BONDS; PROJECT FUND

Section 3.1. Acquisition and Construction of Project. The Borrower (a) shall acquire, construct, install, equip and/or improve the Project on the Project Site with all reasonable dispatch and in accordance with the description thereof in Exhibit B attached hereto and applicable law, (b) shall procure or cause to be procured all permits and licenses necessary for the prosecution of any and all work on the Project, and (c) shall pay when due all costs and expenses incurred in connection with such acquisition, construction, installation, equipment and improvement from funds made available therefor in accordance with this Agreement or otherwise. It is understood that the Project is the property of the Borrower and that any contracts made by the Borrower with respect thereto and any work to be done by the Borrower on the Project are made or done by the Borrower on its own behalf and not as agent or contractor for the Issuer.

The Borrower agrees to make all contracts and do all things necessary for the acquisition, construction, installation and equipping of the Project, and the Borrower agrees that it shall cause the Project to be acquired, constructed, installed and equipped wholly within the boundary lines of the Project Site in substantial compliance with the Plans and Specifications, as the same may be modified from time to time in accordance with the provisions hereof, and shall provide all other improvements, access roads, utilities, equipment, furnishings and other items required for a facility similar to the Project to be fully operable for the purpose of which the Project will be used. All of such acquisition, equipping, construction and installation shall be made in accordance with Plans and Specifications approved by the Borrower.

In the event of a material default of a Construction Related Party under a Construction Related Contract or any other contract made in connection with the Project, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, Borrower will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the Borrower and the Collateral Agent against the Construction Related Party or any subcontractor in default and against each surety on a bond securing the performance of such contract.

No changes or modifications in the Plans and Specifications and no deletions from or substitutions or additions to the Project may be made without prior approval of the Construction Related Party's sureties if required by the terms of any indemnity bond. No change or modification, or substitution, deletion or addition shall be made if it would disqualify the Project as an authorized facility under the Act.

A payment and performance bond shall be secured from the Construction Related Party, executed by a responsible surety company, in a penal sum equal to the entire amount to become payable under any Construction Related Contract (but excluding therefrom any amount which represents materials, equipment or supplies to be purchased by the Borrower), and conditioned for the completion of the Project in accordance with the Plans and Specifications and for the payment of all claims of suppliers, subcontractors and laborers. The bonds required by this

Section shall contain a provision that the bonds shall be assigned to the Collateral Agent or be made payable to the Collateral Agent upon request by the Trustee.

From the Closing Date for the Bonds through the period ending one year from the Completion Date, the Borrower shall engage an Independent Engineer.

Until the Completion Date, the Borrower shall engage a Construction Monitor to provide an initial cost and draw review, to monitor Project construction, to sign-off on requisitions for Project Costs in excess of $100,000 and to provide to the Trustee and the Underwriter monthly construction updates on all, aspects of construction, as specified in the Bond Documents. The Trustee and the Issuer shall have no duty or obligation to review such construction updates. Such monthly construction updates shall include, at a minimum: (i) current draw down information, (ii) comparison of actual Project Costs with the construction budget, (iii) assessment of the overall construction progress of the Project since the date of the last report and setting forth a reasonable estimate as to the Completion Date for the Project, (iv) description of any material problems (including material cost overruns, if any) encountered or anticipated in connection with such works, (v) description of any Change Orders including the total cost thereof, (vi) a discussion of sufficiency of funds, and (vii) the currently estimated Completion Date. The Construction Monitor shall have access to all documents and personnel as may be reasonably necessary (as determined by the Construction Monitor) and available to perform the scope of work set forth in the Construction Monitor Contract.

Section 3.2. Issuance of Bonds; Application of Proceeds. In order to assist the Borrower with the Project described herein, the Issuer will issue the Bonds in the aggregate principal amount of $185,000,000. The Bonds will be issued pursuant to the Indenture and will bear interest, mature and be subject to redemption all as set forth therein. The Borrower hereby approves the Indenture and the terms of the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered.

The proceeds from the sale of the Bonds will be loaned to the Borrower pursuant to Section 4.1 and such proceeds shall be paid over to the Collateral Agent for deposit in the General Account of the Project Fund as provided in the Indenture. The proceeds of the Bonds so deposited in the General Account of the Project Fund, together with any investment earnings thereon, shall constitute a part of the Trust Estate and shall be subject to the lien of the Indenture pursuant to the granting clauses therein as security for the obligations described in such granting clauses, and to such end the Borrower hereby grants to the Collateral Agent (for the benefit of the Secured Parties) as security for such obligations a security interest in all of the Borrower's right, title and interest in and to the General Account of Project Fund.

Section 3.3. Disbursements from Project Fund. (a) Subject to the provisions below, disbursements from the General Account of the Project Fund shall be made to reimburse or pay the Borrower, or any person designated by the Borrower, for Project Costs and all fees, reasonable charges and expenses, indemnities and all other amounts payable to the Trustee and the Collateral Agent (except for those costs described in clause (b) of the definition thereof, which shall be paid from the Costs of Issuance Account). The Borrower agrees that the sums so disbursed from the General Account of the Project Fund will be used only for the payment of Project Costs and all other fees, reasonable charges and expenses, indemnities and all other

amounts payable to the Trustee and the Collateral Agent, and will not be used for any other purpose.

Any disbursements from the General Account and/or Equity Account of the Project Fund for the payment of the Project Costs shall be made by the Trustee only upon the written order of an Authorized Representative of the Borrower and consented to in writing by the Design Build Contractor, delivered to the Trustee and, in the event that the Project Costs disbursement is above $100,000 per request, a certificate of the Construction Monitor. Each such written order shall be substantially in the form of the disbursement request attached hereto as Exhibit C-1 and shall be accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested. Each disbursement request requisition shall be funded eighty-nine percent (89%) from the General Account of the Project Fund and eleven percent (11%) from the Equity Account of the Project Fund, unless otherwise specified by the Borrower in such requisition in order to comply with the requirement of Section 142 of the Code. Any disbursement for any item not described in, or the cost for which item is other than as described in, the information statement filed by the Issuer in connection with the issuance of the Bonds as required by Section 149(e) of the Code and referred to in Section 5, shall be accompanied by an opinion of a Bond Counsel, addressed to the Trustee and the Issuer, to the effect that such disbursement will not result in the interest on the Bonds becoming includable in the gross income of the Holders for federal income tax purposes. In case any contract provides for the retention by the Borrower of a portion of the contract price, there shall be paid from the General Account of the Project Fund only the net amount remaining after deduction of any such portion, and only when that retained amount is due and payable, may it be paid from the General Account of the Project Fund. The Trustee may conclusively rely upon any disbursement request (and shall have no obligation to review the invoices or other supporting documentation attached thereto) in the form of Exhibit C-1 in making disbursements from the General Account of the Project Fund, and shall have no obligation to determine if an opinion of Bond Counsel is required or if any contract provides for the retention by the Borrower of a portion of a contract price.

Any moneys in the General Account of the Project Fund (including the earnings from investments therein) remaining after the Borrower certifies in writing the occurrence of the Completion Date in accordance with Section 3.5 hereof and payment, or provision for payment, in full of the Project Costs shall after any required transfer to satisfy the Debt Service Reserve Requirement, at the direction of an Authorized Representative of the Borrower, be applied as provided in Subsection 3.01(d) of the Indenture; provided that (i) any such transfer and application shall be made only to the extent that such use or application will not, in the opinion of Bond Counsel, addressed to the Trustee and the Issuer, or under ruling of the Internal Revenue Service, cause the interest on the Bonds to become includable in the gross income of the Holders for federal income tax purposes, and (ii) unless there shall be delivered to the Trustee and the Issuer a similar opinion of Bond Counsel, such remaining moneys shall not be invested in "investment property" (as defined in Section 148 of the Code) at a yield in excess of the yield on the Bonds.

(b) Any disbursements from the General Account of the Project Fund for the payment of the costs to construct the Project billed by BME Polyfuel Services LLC or from the Costs of Issuance Account of the Project Fund for the payment of the costs described in clause (b) of the

definition of Project Costs shall be made by the Trustee only upon the written order of or closing statement executed by an Authorized Representative of the Borrower, delivered to the Trustee. Each such written order shall be substantially in the form of the disbursement request attached hereto as Exhibit C-2 and shall be accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested. The Trustee may rely upon any such disbursement request signed by the Authorized Representative of the Borrower and shall have no obligation to review any invoices or other documentation attached to the requisition. Any amounts remaining in the Costs of Issuance Account 6 months after the date of issuance of the Bonds shall be transferred to the General Account of the Project Fund.

Section 3.4. Borrower Required to Pay Costs in Event Project Fund Insufficient. If moneys in the Project Fund are not sufficient to pay all Project Costs, the Borrower nonetheless shall complete the Project in accordance with Exhibit B attached hereto and shall pay all such additional Project Costs. The Borrower shall not be entitled to any reimbursement for any such payments from the Issuer, the Trustee, the Collateral Agent, or any Holder; nor shall it be entitled to any abatement, diminution or postponement of the Debt Service Requirements.

Section 3.5. Completion. The Borrower will take all reasonable steps or actions to complete the Project and cause all of the proceeds of the Bonds to be expended for Project Costs in accordance with Exhibit B attached hereto or otherwise applied as described in Section 3.4. The Borrower shall notify the Issuer, the Trustee and Collateral Agent of the Completion Date by a certificate signed by an Authorized Representative of the Borrower and certified by the Construction Monitor stating:

(a) the date on which the Project is ready for commercial operation as evidenced by completion of a 1,000 hour performance test,

(b) that all other facilities necessary in connection with the Project have been acquired, constructed, installed, equipped and improved,

(c) that the acquisition, construction, installation, equipment and/or improvement of the Project and such other facilities have been accomplished in such a manner as to conform with all applicable zoning, planning, building, environmental and other similar governmental regulations,

(d) that except as provided in clause (e) below, all costs of the Project then or theretofore due and payable have been paid, and

(e) the amounts which the Trustee shall retain in the Project Fund for the payment of Project Costs not yet due or for liabilities which the Borrower is contesting or which otherwise should be so retained and the reasons therefor.

Such certificate may state that it is given without prejudice to any rights against third parties which then exist or subsequently may come into being. The Authorized Representative of the Borrower shall include with such certificate a statement specifically describing all items of personal property comprising a part of the Project. The certificate shall be delivered as promptly as practicable after the Borrower is in a position to certify as to the matters referred to in clauses (a) through (e) above.

Section 3.6. Investment and Use of Fund Moneys. At the written direction of an Authorized Representative of the Borrower, any moneys held as part of the Funds under the Indenture (except any moneys representing principal of, or premium, if any, or interest on, any Bonds which are deemed paid under Section 10.02 of the Indenture), shall be invested or reinvested by the Trustee in Eligible Investments in accordance with the Indenture. The Borrower hereby covenants that it will restrict that investment and reinvestment and the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of delivery of and payment for the Bonds, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code.

Any Authorized Representative of the Issuer having responsibility for issuing the Bonds is authorized and directed, alone or in conjunction with an Authorized Representative of the Borrower and/or any other officer, partner, employee or agent of or consultant to the Issuer or the Borrower, to give an appropriate certificate of the Issuer pursuant to Section 148 of the Code, for inclusion in the transcript of proceedings for the issuance of the Bonds, setting forth the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Bonds and the facts, estimates and circumstances on which those expectations are based, all as of the Issue Date. The Borrower shall provide the Issuer with, and the Issuer's certificate may be based on, a certificate of the Authorized Representative of the Borrower or other appropriate officer, partner, employee or agent of or consultant to the Borrower setting forth the reasonable expectations of the Borrower on the Issue Date regarding the amount and use of the proceeds of the Bonds and the facts, estimates and circumstances on which they are based. The Issuer shall incur no liability and shall not be responsible for its reliance on the Borrower's representations and warranties in such certificate of the Borrower.

Section 3.7. Rebate Fund. The Borrower agrees to make such payments to the Trustee as are required of the Borrower under Section 5.09 of the Indenture and to pay the costs and expenses of the Financial Consultant engaged in accordance with Section 5.09 of the Indenture. The obligation of the Borrower to make such payments shall remain in effect and be binding upon the Borrower notwithstanding the release and discharge of the Indenture.

(End of Article III)

ARTICLE IV.

LOAN BY ISSUER; LOAN PAYMENTS; OTHER PAYMENTS

Section 4.1. Loan by Issuer; Pledge of Gross Revenues of Borrower. (a) Upon the terms and conditions of this Agreement, the Issuer will make the Loan to the Borrower in the principal amount equal to the aggregate principal amount of the Bonds. The Loan shall be deemed fully advanced upon deposit of the proceeds of the Bonds pursuant to Section 3.3.

(b) The Borrower hereby pledges and assigns the Gross Revenues of the Borrower and its interest in the Operating Agreement to the Issuer to secure the Borrower's obligations to make payments upon the Note, any Additional Bonds and Parity Indebtedness and all other Obligations (as defined in the Intercreditor Agreement) and as provided in this Agreement, Additional Payments and payment of any other sums payable hereunder. Following an Event of Default, the Borrower agrees and consents to the exercise by the Collateral Agent (for the benefit of the Secured Parties) of any right of the Issuer respecting the Gross Revenues of the Borrower or under the Operating Agreement. The Borrower agrees to deposit all Gross Revenues of the Borrower to the Trustee for application to the Master Revenue Fund as provided in Section 5.01 of the Indenture.

(c) The Borrower hereby grants to the Issuer a security interest in the Gross Revenues of the Borrower and its right, title and interest in all personal property, equipment and fixtures located on or in the Project, subject to Permitted Encumbrances, including its right, title and interest in any property constituting renewals or replacements of such personal property, equipment and fixtures as security for the Obligations (as defined in the Intercreditor Agreement), it being the intent of this Agreement that the security interest granted hereby shall at all times extend to a sufficiently equipped and maintained plastics recovery facility. In addition, the Loan evidenced by the Note shall be secured by the Mortgage and the other Security Documents.

(d) (i) The Borrower agrees to cause BME Renewable Polyfuels, LLC ("BME") to pledge and assign its membership interests in the Borrower (the "Membership Interests") under the Amended and Restated Limited Liability Company Operating Agreement, dated as of October 12, 2018, of the Borrower (the "Borrower Operating Agreement") to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Pledge Agreement to secure the Borrower's obligations to make payments upon the Note, any Additional Bonds and Parity Indebtedness and all other Obligations (as defined in the Intercreditor Agreement) and as provided in this Agreement, Additional Payments and payment of any other sums payable hereunder.

(ii) Prior to the occurrence of an Event of Default, BME will have the right to exercise all voting and management oversight rights with respect to the Membership Interests and will have the right to receive all dividends or distributions declared and paid on the Membership Interests. At all times after the occurrence and continuance of an Event of Default, the Collateral Agent (for the benefit of the Secured Parties) may exercise all voting and management oversight rights given to BME under the

Borrower Operating Agreement and, subject to the provisions of the Performance Risk Insurance Policy, shall be entitled to receive all dividends and distributions declared or paid on the Membership Interests.

Section 4.2. Loan Payments. In consideration of and in repayment of the Loan evidenced by the Note, the Borrower shall make, or shall cause the Performance Risk Insurer (under conditions specified in the Performance Risk Insurance Policy) to make, deposits to the Trustee under the Indenture sufficient for timely payment of the Debt Service Requirements on the Bonds and to make payments in respect of Parity Indebtedness and in the case of payments from the Performance Risk Insurer, to the extent required or permitted under the Performance Risk Insurance Policy.

It is the intention of the Issuer and the Borrower that, notwithstanding any other provision of this Agreement, the Trustee, as assignee of the Issuer, shall receive funds from or on behalf of the Borrower in such amounts and at such times as will enable the Issuer to pay when due all of its Debt Service Requirements on the Bonds and any obligations arising under Section 4.3 and any such obligations surviving the payment of the Bonds.

All amounts payable hereunder for Debt Service Requirements shall be payable in lawful money of the United States of America and shall be made by, or on behalf of the Borrower, to the Trustee at its Principal Office for the account of the Issuer and deposited in the Bond Fund created by the Indenture. Such amounts shall be applied as provided in the Indenture. Any amount applied to payment of the Bonds shall be credited in an equal amount to payment of the Note.

Section 4.3. Maintaining Funds in Reserve Accounts. The Borrower shall cause money to be delivered at the times and in the amounts required to replenish the Debt Service Reserve Fund, the Maintenance Reserve Account and the Working Capital Account in accordance with the Indenture; provided, however, that the foregoing shall not require any direct or indirect equity owner to make additional capital contributions to the Borrower or guaranty the adequacy of the Borrower's capital under any circumstances. If the Borrower fails to replenish any deficiency within the Debt Service Reserve Fund within three months of the date of such deficiency, the Borrower shall retain an Independent Engineer to make recommendations to increase the funding of such Debt Service Reserve Fund.

Section 4.4. Additional Payments. The Borrower shall pay as Additional Payments hereunder: (a) to the Issuer, the Issuer's Fee on the Issue Date and any and all costs and expenses (including reasonable legal fees and expenses) incurred or to be paid by the Issuer in connection with the issuance and delivery of the Bonds or otherwise related to actions taken by the Issuer under this Agreement or the Indenture or any amendment thereof, supplement thereto or consent or waiver thereunder; and (b) to the Trustee and the Collateral Agent, all fees, reasonable charges and expenses, indemnities and all other amounts payable to the Trustee and the Collateral Agent under the Bond Documents, including, without limitation under Sections 5.01(d) and 8.03 of the Indenture and Section 19(j) of the Intercreditor Agreement.

Section 4.5. Obligations Unconditional; Borrower Waives Rights to Performance Risk Policy Payments. The obligations of the Borrower to make payment of Debt Service

Requirements, Additional Payments and any payments required under Section 3.7, Section 4.3 and Section 4.4 shall be absolute and unconditional, and the Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including without limitation any defense, set-off, recoupment or counterclaim which the Borrower may have or assert against the Issuer, the Trustee or any other person, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, it being the intention of the parties that the payments required of the Borrower hereunder will be paid in full when due without any delay or diminution whatsoever. Payment of Debt Service Requirements required to be paid by or on behalf of the Borrower hereunder shall be received by the Issuer or the Trustee as net sums and the Borrower agrees to pay or cause to be paid all charges against or which might diminish such net sums. In the event the Performance Risk Insurer shall fail to pay amounts pursuant to the Performance Risk Insurance Policy, such failure shall not affect the unconditional obligations of the Borrower under this Agreement. In addition, the Borrower waives any rights it may have to amounts paid by the Performance Risk Insurer pursuant to the Performance Risk Insurance Policy to the Loss Payee identified therein.

Section 4.6. Assignment of Issuer's Rights. To secure the payment of the Debt Service Requirements, the Issuer shall pledge and assign to the Collateral Agent (for the benefit of the Secured Parties) all the Issuer's rights in, to and under this Agreement (except for the Unassigned Issuer's Rights), including the Gross Revenues of the Borrower and the other property comprising the Trust Estate. The Borrower consents to such pledge and assignment and agrees to make or cause to be made payments directly to the Collateral Agent without defense or set-off by reason of any dispute between the Borrower and the Collateral Agent.

(End of Article IV)

ARTICLE V.

ADDITIONAL COVENANTS OF BORROWER

Section 5.1. Maintenance of Existence. (a) The Borrower shall do all things necessary to preserve and keep in full force and effect its existence, rights, franchises and qualification to do business in Indiana and shall not (i) dissolve or otherwise sell, transfer or dispose of all, or substantially all, of its assets or (ii) consolidate with or merge into any other entity; provided that, subject to the provisions of Section 5.11, the preceding restrictions shall not apply to a transaction to which the Issuer consents (which consent shall not be unreasonably withheld) in writing if the transferee or the surviving or resulting entity (the "Successor Entity"), if other than the Borrower, by written instrument, irrevocably and unconditionally assumes and agrees to perform and observe the agreements and obligations of the Borrower under this Agreement and the provisions of Section 8.9 are satisfied. In addition, to effect such transfer the Trustee shall receive the following:

(A) An opinion of counsel who is reasonably acceptable to the Trustee and the Issuer, stating that (i) the Successor Entity has expressly assumed in writing all of the obligations of the Borrower contained in the Note, the Mortgage, any Parity Indebtedness, this Agreement and the other Security Documents to which the Borrower is a party, (ii) the lien created by the Indenture, and the Mortgage and this Agreement, and the pledge of Gross Revenues of the Borrower hereunder, and without duplication, any security interest granted by the Borrower to the Trustee or the Collateral Agent, will not be affected in any manner thereby, (iii) the Successor Entity has received all necessary regulatory approvals relating to such merger, consolidation or transfer and relating to operation of the Project thereafter; and (iv) the proposed merger, consolidation or transfer will not result in a default under this Agreement, the Mortgage, any Parity Indebtedness or the Indenture.

(B) An opinion of a Consultant, reasonably acceptable to the Issuer, stating: (i) that the Successor Entity will have a net worth (after giving effect to such merger, consolidation or transfer), determined in accordance with GAAP, greater than or equal to 90% of the net worth of the Borrower immediately prior to the consolidation, merger or transfer and (ii) that Net Revenues of the Borrower for the then preceding Fiscal Year equaled not less than the amount sufficient to permit the issuance of $1 in principal amount of Additional Bonds under the Indenture pursuant to Section 4.03 thereof.

(C) An opinion of a Consultant, reasonably acceptable to the Issuer, which may but need not be in the form of a feasibility study, which shows that such Successor Entity will be able to meet the requirements of Section 5.9 hereof and the other Security Documents for at least the first four Fiscal Years following such merger, consolidation or transfer.

(D) An opinion of Bond Counsel who is reasonably acceptable to the Trustee and the Issuer, stating that the excludability from federal income taxation of interest on the Outstanding Bonds will not be affected as a result of such consolidation, merger or transfer.

(E) If any of the Bonds are then rated by a Rating Service, written certification from the Borrower confirming the rating applicable to the Bonds will not be reduced or withdrawn as a result of such transaction.

(b) (i) Notwithstanding the foregoing provisions of this Section 5.1 or any other provision hereof or in the other Borrower Documents and subject to the provisions of Section 5.1(b)(ii), the Borrower shall have the right to dispose of or lease that portion of the Project Site that is not being used for the development, construction, installation, equipment or operation of the Project to any Person so long as (1) the Borrower maintains site control for the Project sufficient to develop, construct, install, equip and operate the Project in accordance with the Project Documents in effect as of the date of this Agreement (without giving effect to any amendments, supplements, modifications, waivers or consents other than amendments, supplements, modifications, waivers and consents entered into in accordance with this Agreement) and any additional Project Documents entered into after the date hereof, and the portion of the Project Site necessary to develop, construct, install, equip and operate the Project in accordance with such Project Documents and additional Project Documents remains subject to the lien of the Mortgage, (2) the portion of the Project Site to be disposed of is released from the lien and security interest of the Mortgage and the other Security Documents, (3) the Issuer and the Trustee receive (A) a favorable opinion of Bond Counsel stating that the excludability from federal income taxation of interest on the Outstanding Bonds will not be impaired as a result of such disposition or lease and (B) an opinion of counsel to the Borrower as to the validity and enforceability of the Mortgage and the other Security Documents and the continuing lien thereof and security interest on the portion of the Project Site not disposed of under this Section 5.01(b), substantially similar to the opinion delivered by Borrower's counsel on the Closing Date, (4) such disposition or lease does not result in a Material Adverse Effect, (5) no Event of Default or condition, circumstance or event which, after notice or lapse of time or both, would constitute an Event of Default exists as of the time of the entering into the relevant disposition or lease agreement or after giving effect to such disposition, and (6) such disposition or lease does not adversely impact the value of the Secured Parties' Liens granted under the Collateral Documents. The Borrower, with the approval of the Majority of Outstanding Bondholders, may retain the option of a lease or lease-back for any shared facilities with any expansions. Amounts received in connection with a disposition or lease of such portion of the Project Site shall be deposited with the Trustee in the Special Redemption Fund.

(ii) Prior to the release of the lien of the Mortgage pursuant to a disposition described in Section 5.1(b)(i) hereof, the Borrower shall pay or cause to be paid to the Trustee moneys in an amount of not less than the greater of (1) the value established by a MAI commercial appraisal of the portion of the Project Site subject to such disposition at the time of conveyance and (2) the amount of the net cash proceeds received (after payment of reasonable costs and commissions) by the Borrower for the conveyance which shall be used to redeem Bonds pursuant to Section 3.01(g) of the Indenture.

Section 5.2. Compliance with Laws; Commencement and Continuation of Operations at Project; No Sale, Removal or Demolition of Project. The Borrower will acquire, construct, install, operate and maintain the Project in such manner as to comply with the Act and all applicable requirements of federal, state and local laws and the regulations, rules and orders of any federal, state or local agency, board, commission or court having jurisdiction over the

Project or the operation thereof, including without limitation applicable zoning, planning, building and Environmental Laws, regulations, rules and orders; provided that the Borrower shall be deemed in compliance with this Section so long as it is contesting in good faith any such requirement by appropriate legal proceedings and provided further that this covenant does not require the Borrower to cause to be operated any portion of the Project after, in the Borrower's judgment, it is no longer economical and feasible or in accordance with good operating practice to do so and shall not prevent the Borrower from selling all or any portion of its interest in the Project or from merging or consolidating with another entity. The Borrower (or its lessee) will take all reasonable steps or actions to commence operations at the Project within three years from the Issue Date and shall continue such operations throughout the term of this Agreement.

Section 5.3. Right of Inspection. Subject to reasonable security and safety regulations and upon reasonable notice, the Issuer and the Trustee, and their respective agents, shall have the right during normal business hours to inspect the Project.

Section 5.4. Lease by Borrower. The Borrower may, subject to the provisions of Section 5.11, lease the Project, in whole or in part, to one or more other Persons, provided that:

(a) No such lease shall relieve the Borrower from its obligations under this Agreement;

(b) In connection with any such lease the Borrower shall retain such rights and interests as will permit it to comply with its obligations under this Agreement and the other Security Documents;

(c) No such lease shall impair materially the accomplishment of the purposes of the Act to be accomplished by operation of the Project as herein provided;

(d) Any such lease shall require the lessee to operate the Project as an economic development project under the Act as long as the Bonds are outstanding;

(e) Borrower shall cause Bond Counsel to deliver a favorable opinion, addressed to the Trustee and the Issuer, as to the tax status of the Bonds in connection with the delivery of such lease; and

(f) The lessee under any such lease, including any leases in force on the Issue Date, shall be subject to the applicable terms and conditions of Section 5.11.

Section 5.5. Financial Statements: Books and Records. The Borrower shall prepare or have prepared such financial statements and reports in accordance with generally accepted accounting principles and shall keep true and proper books of records and accounts in which full and correct entries are made of all its business transactions. Copies of such financial statements and reports shall be provided to the Trustee promptly upon request by any Holder, and such books of records and accounts shall be made available for inspection during normal business hours upon request by the Trustee and its respective agents.

Section 5.6. Taxes, Other Governmental Charges and Utility Charges. The Borrower shall pay, or cause to be paid before the same become delinquent, all taxes, assessments, whether

general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project, including any equipment or related property installed or brought by the Borrower therein or thereon, and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project. With respect to special assessments or other governmental charges that lawfully may be paid in installments over a period of years, the Borrower shall be obligated to pay only such installments as are required to be paid during the term hereof. The Borrower may, at its expense, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Issuer shall notify the Borrower that, in the opinion of counsel selected by the Issuer, by nonpayment of any such items the Project or any part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly. The Borrower shall also comply at its own cost and expense with all notices received from public authorities with respect to the Project.

Section 5.7. Insurance. The Borrower shall obtain and maintain insurance with respect to the Project of such type and in such amounts as are customarily carried, and against such risks as are customarily insured against, by operators of like size and character, paying as the same become due all premiums in respect thereto, including without limitation:

(a) Insurance against direct physical loss or damage caused by any of the perils customarily insured under the standard fire insurance policy with extended broad form coverage, sprinkler leakage and vandalism and malicious mischief endorsements added thereto covering the Project in the amount of its full insurable value on a replacement cost basis, net of customary deductible amounts.

(b) In time of war or public emergency, insurance in the amount of the full replacement cost of the Project (or such lesser amount as may be required for the payment of the Bonds and Parity Indebtedness) as may be available from the United States of America or a governmental agency against loss or damage from the risks and hazards of war or public emergency.

(c) Subject to the second sentence of this subsection, business interruption insurance covering loss of profits and continuing fixed expenses in the event of direct physical loss of or damage to the Project in the amount of projected future and continuing fixed expenses of the Project for a period of at least one year succeeding such damage or destruction. In any event the amount of the business interruption insurance required shall not be less than the amount necessary to make payment of (1) Debt Service Requirements and Parity Indebtedness Requirements for a period of one year and (2) an amount which the Borrower has reasonably determined, in writing, to be adequate to pay for the salaries of the officers and employees whose continued employment is necessary to insure the prompt and efficient renewal of the operations of the Project after the completion of the repairs or replacement.

(d) Comprehensive general liability insurance in amounts not less than $200,000 per person, $600,000 per occurrence for bodily injury liability, $100,000 per

occurrence for damage to property, including loss of use thereof arising out of the ownership, maintenance or use of the Project and $2,000,000 in annual aggregate claims.

(e) Comprehensive automobile liability insurance for vehicles owned or operated by the Borrower in connection with the Project in amounts not less than $250,000 per occurrence against liability for bodily injury and $1,000,000 in annual aggregate claims and to the extent of $100,000 per occurrence and $1,000,000 in annual aggregate claims against liability for damage to property for vehicles owned by the Borrower.

(f) Workers' compensation insurance with respect to the Project as required by the laws of the State and employer's liability insurance, provided that, the provisions of this subsection may be satisfied by the Borrower acting as a self-insurer pursuant to applicable State law.

The Borrower covenants to review each year the insurance carried with respect to the Project and, to the extent feasible, will carry insurance insuring against the risks and hazards specified herein to the same extent that other entities comparable to the Borrower and leasing, owning or operating facilities of the size and type comparable to the Project carry such insurance.

Any determination of replacement cost required by this section shall be made by a recognized appraiser or insurer selected by the Borrower.

Section 5.7(A). Insurers and Policies. All such insurance shall be taken out and maintained with generally recognized responsible insurers (including without limitation insurance funds established by the United States of America, the State or any agency or instrumentality thereof) selected by the Borrower and may be written with deductible amounts comparable to those on similar policies carried by other facilities of like size and character as the Project. If any such insurance is not maintained with an insurer licensed to do business in the State, the Borrower shall provide a written certificate to the Collateral Agent confirming that such insurance is enforceable under the laws of the State. In each policy, other than policies of worker's compensation insurance, the Collateral Agent shall be named as an additional insured. The policies required by Sections 5.7(a), (b), (c) and (d) shall contain standard clauses naming the Collateral Agent as mortgagee and requiring that all net proceeds resulting from any claim be paid to the Collateral Agent, provided that, if the proceeds payable under any one claim shall not exceed $100,000 and the Borrower is not in default under this Agreement, the Collateral Agent shall direct that such proceeds be paid directly to the Borrower. Unless a policy with such an undertaking is unavailable or is available only at a cost which the Borrower, acting reasonably, determines to be unreasonable, each policy shall contain an undertaking by the insurer that such policy shall not be modified adversely to the interests of the Collateral Agent or canceled without at least 30 days' prior notice to the Collateral Agent.

A certificate or certificates of the respective insurers attesting the fact that the insurance required by Section 5.7 is in force and effect shall be delivered to the Collateral Agent at least annually on each March 1. Prior to the expiration of any such policy, the Borrower shall furnish

the Collateral Agent evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

In lieu of separate policies the Borrower may maintain blanket or umbrella policies if such policies provide the same coverage required by Section 5.7 with protection against each risk not reducible by claims for other risks to amounts less than those specified in Section 5.7, such policies otherwise comply with this Section 5.7A and the Borrower delivers to the Collateral Agent a certificate or certificates of the respective insurers evidencing such coverage and stating, as required, the amount of coverage with respect to the Facility or any part thereof.

To the extent losses for any damage to the Project, however caused, are paid from the net proceeds of any insurance required by Section 5.7, no claim shall be made and no suit shall be brought against the Borrower by the Issuer, the Collateral Agent or anyone else claiming by, through or under either of them.

Section 5.8. Damage to or Condemnation of Project. After the occurrence of any casualty or condemnation to the Project, or any part thereof, the Borrower shall give prompt written notice thereof to the Collateral Agent and each insurer and promptly submit a claim to insurer for payment of insurance proceeds; the Borrower shall provide the Collateral Agent with a copy of such claim.

(a) Except as provided in Section 5.7(A) hereof, all insurance proceeds and condemnation awards with respect to the applicable portion of the Project shall be paid to the Collateral Agent, and each insurer is hereby authorized and directed to make payment for any such loss directly to the Collateral Agent instead of payment to the Borrower. Any insurance proceeds and condemnation awards shall be applied as provided in this Section 5.8, Section 5.8(A) hereof and Section 3.01(f) of the Indenture. Damage or destruction of any portion of the Project shall not affect the lien of the Mortgage or the obligations of the Borrower hereunder, and the Collateral Agent is authorized to compromise and settle all loss claims on said policies if not adjusted promptly by the Borrower (but shall have no obligation to do so).

(b) Notwithstanding the application of insurance proceeds or condemnation awards to the payment of a portion of the Bonds or Parity Indebtedness pursuant to the Indenture, any unpaid portion of the Note shall remain in full force and effect, and the Borrower shall not be excused in the payment thereof. If any act or occurrence of any kind or nature on which insurance was not obtained or obtainable shall result in damage to or loss or destruction of any portion of the Project, the Borrower shall give immediate notice thereof to the Collateral Agent and shall promptly, at the Borrower's sole cost and expense, whether or not the insurance proceeds are adequate to cover such cost and expense, restore, repair, replace and rebuild the applicable portion of the Project as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction, in accordance with plans and specifications submitted to and approved by an independent engineer selected by the Borrower, provided that such restoration, repair, replacement and rebuilding is permitted by law.

(c) Except as provided below, nothing contained in this Agreement shall be deemed to excuse the Borrower from repairing or maintaining the Project, as provided herein. The application or release by the Collateral Agent of any insurance proceeds or condemnation awards shall not cure or waive any Event of Default or notice of default under this Agreement or invalidate any act done pursuant to such notice. If the insurance proceeds or condemnation awards are applied to the payment of the Bonds and Parity Indebtedness in accordance with Section 3.01(f) and Section 5.23 of the Indenture, the Borrower shall not be required to restore, rebuild or repair the portion of the Project damaged or destroyed, and the failure to do so shall not constitute an Event of Default under this Agreement.

(d) Except as provided in subsection (b) of this Section, all net insurance proceeds and condemnation awards (and any other moneys deposited by the Borrower with the Collateral Agent for the purpose of this subsection) shall be applied at the option of the Borrower either (i) to the payment of the Bonds and Parity Indebtedness in accordance with the Indenture, or (ii) to the restoration of the applicable portion of the Project (if permitted by law, and to the extent not permitted by law, such insurance proceeds or condemnation award shall be applied to the payment of the Bonds and Parity Indebtedness in accordance with the Indenture), except that any surplus proceeds shall be applied to the payment of the Bonds and/or the Parity Indebtedness in accordance with the Indenture.

(e) Unless the Borrower exercises its option to apply the insurance proceeds or condemnation awards to the payment of the Bonds in accordance with Section 3.01(f) of the Indenture, and so long as any Bond or Parity Indebtedness shall be outstanding and unpaid, and whether or not insurance proceeds or condemnation awards are sufficient or available therefor, the Borrower shall promptly commence and complete with all reasonable diligence that restoration of the applicable portion of the Project as nearly as possible to the same value and revenue producing capacity which existed immediately prior to such loss or damage in accordance with plans and specifications approved by an independent engineer selected by the Borrower ("Restoration Plans"), and in compliance with all legal requirements. Any restoration shall be effected in accordance with procedures to be first submitted to and approved by the independent engineer as provided in this Section 5.8(e) hereof. The Borrower shall pay all costs of such restoration to the extent not paid from net proceeds of insurance proceeds or condemnation awards available therefor. If such restoration is not permitted by law, the insurance proceeds or condemnation awards shall be applied to the payment of the Bonds and Parity Indebtedness in accordance with the Indenture.

(f) To exercise the option provided in paragraph (e) above, within thirty (30) days following the deposit of insurance proceeds or condemnation awards or awards in accordance with the provisions of the Indenture, the Borrower shall give written notice of the option it has selected to the Trustee. If such notice is to exercise the option of prepaying the Note, the Bonds and Parity Indebtedness, the Trustee shall apply the net proceeds of such insurance proceeds or condemnation awards in the manner provided in Section 3.01(f) of the Indenture. If such notice is to exercise the option of restoration or if no such notice is received, the provisions of paragraph (e) above shall control.

(g) Any insurance proceeds or condemnation awards paid with respect to the applicable portion of the Project and paid after the temporary acquisition period referred to in Section 5 of the Tax Representation Certificate of the Borrower shall not be invested at a "yield" which is higher than the "yield" on the Bonds, unless that investment yields only interest that is excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code and not subject to alternative minimum tax.

(h) Notwithstanding anything in this Agreement to the contrary, to the extent an Event of Default exists under and as defined in the Indenture or a Remedy Event exists under and as defined in the Intercreditor Agreement, insurance proceeds and condemnation awards shall be applied in accordance with Section 7.06 of the Indenture or Section 14 of the Intercreditor Agreement, as applicable.

Section 5.8(A). Disbursement of Insurance Proceeds and Awards.

(a) Except for amounts deposited with the Collateral Agent by the Performance Risk Insurer in the Insurance Proceeds Accounts in accordance with the Performance Risk Insurance Policy, all net proceeds of insurance proceeds and condemnation awards received by the Collateral Agent as provided in Section 5.8 hereof shall be applied as provided in this Section.

(b) If the Borrower has elected restoration and such restoration is permitted by law, all net proceeds of insurance proceeds or condemnation awards shall be deposited in the General Account of the Project Fund and disbursed in accordance with the provisions of Section 5.03 of the Indenture to pay or reimburse the Borrower for the payment of the costs, fees and expenses incurred for the restoration of the Project as required under Section 5.8 hereof, subject to Section 5.8A(e); provided that no distribution of net proceeds of insurance proceeds or condemnation awards for restoration shall be made until the Collateral Agent shall have received written notice that the independent engineer selected by the Borrower has received the following:

(i) Restoration Plans and procedures for the restoration of the applicable portion of the Project as required by Section 5.8(e) hereof, which Restoration Plans shall be prepared by an independent architect and which Restoration Plans and procedures shall be subject to the approval of the independent engineer prior to the disbursement of any net proceeds of insurance proceeds or condemnation awards.

(ii) Evidence satisfactory to the independent engineer that the Net Revenues (including the proceeds of any loss of rent insurance and other funds irrevocably committed to the payment of such amounts in a manner satisfactory to the independent engineer) to be received during, and after completion of, the restoration of the applicable portion of the Project in accordance with the approved Restoration Plans, will be sufficient and available to make all payments and deposits when due hereunder, including without limitation to pay all principal of and premium, if any, and interest on the Note when due and to make all required deposits into the funds and accounts required by the Indenture.

(iii)Construction schedules and budgets and independently verified estimates and other evidence (including, if required by the independent engineer, stipulated sum or guaranteed maximum cost construction contracts) to establish the total amount of the costs, fees and expenses necessary to complete the restoration of the applicable portion of the Project in accordance with the approved Restoration Plans, and of the time period required to complete such restoration.

(iv)A certificate from an independent architect or contractor appointed by the Borrower upon which the Trustee may conclusively rely that the net proceeds of the insurance proceeds or condemnation award available therefor together with funds deposited with the Trustee, or irrevocably committed by or on behalf of the Borrower, shall be sufficient to fully pay all costs, fees and expenses necessary for the restoration of the applicable portion of the Project in accordance with the approved Restoration Plans and all legal requirements, free and clear of all mechanic's liens and other liens or claims for lien which are not Permitted Encumbrances.

(v) Such architect's and engineer's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, surveys, opinions of counsel and such other evidences of cost, payment and performance as the independent engineer may reasonably require and upon which it may conclusively rely.

(c) If, within sixty (60) days after the receipt of such net proceeds of insurance proceeds or condemnation awards, the Borrower shall fail to furnish sufficient funds and the other items required by paragraph (b) of this Section or if any other Event of Default shall then exist or shall occur hereunder at any time (whether before or after the commencement of such restoration) the Collateral Agent (acting at the written direction of the Required Creditors (as defined in the Intercreditor Agreement)) shall declare the entire principal balance of the Bonds or any portion thereof to be immediately due and payable and to avail itself of any and all remedies afforded hereunder upon an Event of Default and whether or not the Bonds shall be so accelerated such net proceeds of insurance proceeds, or any portion thereof, then held by the Trustee or Collateral Agent or other depository hereunder may be applied as provided in the Indenture and Intercreditor Agreement.

(d) No payment made prior to the final completion of the restoration of the applicable portion of the Project in accordance with the approved Restoration Plans shall exceed 90% of the value of the work performed from time to time, as such value shall be evidenced by an independent architect's or contractor's certificate to that effect, delivered to the independent engineer, upon which the independent engineer may conclusively rely, provided however a full payment may be made in accordance with the approved Restoration Plans upon receipt by the Borrower and the Trustee of a final lien waiver by such independent architect or contractor; and at all times the undisbursed balance of such proceeds remaining in the hands of the Trustee or such other depository, together with funds deposited or irrevocably committed by or on behalf of the Borrower to pay the cost of such restoration, shall be sufficient to pay the entire unpaid cost of the restoration free and clear of all liens or claims for lien, other than any Permitted Encumbrances

evidenced by an independent architect's or contractor's certificate to that effect, delivered to the independent engineer, upon which the independent engineer may conclusively rely.

(e) Any surplus which may remain out of such net proceeds of insurance proceeds or condemnation awards after payment of all costs, fees and expenses (including fees and expenses of the Collateral Agent, the Trustee and their respective counsel, agents, experts or other consultants) of such restoration shall be applied to the redemption of Bonds as provided in Section 3.01(f) of the Indenture.

(f) The Borrower shall make written monthly progress reports to the independent engineer and the Trustee as to the status of construction and compliance with the budget prepared in connection with the restoration of the applicable portion of the Project.

Section 5.9. Rates and Charges; Debt Service Coverage Ratio. (a) The Borrower covenants and agrees to use commercially reasonable efforts to operate or cause the Project to be operated on a revenue producing basis and to charge or cause to be charged such fees, charges and rates for the Project and services and to exercise such skill and diligence, including obtaining payment for services provided, as to provide income from the Project together with other available funds sufficient to pay promptly Debt Service Requirements and Parity Indebtedness Requirements, Operation and Maintenance Expenses, all expenses to repair of the Project and all other payments required to be made by it hereunder to the extent permitted by law. The Borrower further covenants and agrees that it will from time to time as often as necessary and to the extent permitted by law, use commercially reasonable efforts to revise its rates, fees and charges in such manner as may be necessary or proper to comply with the provisions of this Section.

(b) The Borrower shall have a Debt Service Coverage Ratio of at least 1.25:1.00 on each trailing four-Fiscal Quarter basis. This covenant will be tested on a trailing four-Fiscal Quarter basis as of the end of each Fiscal Quarter, commencing with the Fiscal Quarter ending December 31, 2021. The Borrower shall evidence compliance with the foregoing financial covenant by providing to the Trustee a Certificate of Compliance attached hereto as Exhibit E signed by an Authorized Company Representative, to be delivered within forty-five (45) days of the end of each Fiscal Quarter for which such financial covenant is to be tested.

(c) If for any trailing four-Fiscal Quarters the Debt Service Coverage Ratio is less than 1.25:1.00, the Borrower covenants to retain the Independent Engineer to make recommendations to cause the Debt Service Coverage Ratio to increase to a ratio of at least 1.25:1.00, or if in the opinion of the Independent Engineer the attainment of such ratio is impracticable, then to the highest ratio attainable. The Borrower agrees that within 10 days following receipt of such recommendations, a copy thereof will be transmitted to the Trustee and all Outstanding Bondholders. The Borrower agrees to consider any recommendations of the Independent Engineer and shall be obligated to implement such recommendations to the extent such recommendations are feasible. So long as the Borrower is making commercially reasonable efforts to implement such recommendations, the failure to achieve a Debt Service Coverage Ratio of at least

1.25:1.00 for any trailing four-Fiscal Quarters shall not constitute an Event of Default unless the Debt Service Coverage Ratio is less than 1.00:1.00 for any trailing four-Fiscal Quarters.

Section 5.10. Indemnification. The Borrower will indemnify and hold harmless the Trustee, Collateral Agent, Issuer and the State and each member, official, director, officer, employee, attorney and agent of each of the foregoing and any person who controls the Issuer or the State within the meaning of the Securities Act of 1933, for and against any and all claims, losses, judgment fees, expenses, damages or liabilities (including the reasonable costs and expenses of defending against any such claims) to which the Trustee, the Collateral Agent, the Issuer or the State or any member, official, director, officer, employee, attorney or agent of each of the foregoing may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise directly or indirectly out of (a) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, maintenance, operation and use of the Project (the foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Borrower, customers, suppliers or affiliated organizations under any workers' compensation acts, disability benefit acts or other employee benefit acts); (b) any breach or default on the part of the Borrower in the performance of any covenant or agreement of the Borrower under any of the Borrower Agreements or any related document, or arising from any act or failure to act by the Borrower or any of its agents, contractors, servants, employees or licensees; (c) the authorization, issuance and sale of the Bonds, or the provision of any information or certification furnished in connection therewith concerning the Bonds, the Project or the Borrower (including, without limitation, any information furnished by the Borrower for inclusion in any certification made by the Issuer or for inclusion in, or as a basis for preparation of, the information statements furnished by the Issuer and any information or certification obtained from the Borrower) to assure the excludability of the interest on the Bonds from the gross income of the Holders for federal income tax purposes; (d) the Borrower's failure to comply with any requirements of this Agreement pertaining to compliance with the Code to assure such excludability of the interest or the provisions set forth in Section 5.11; (e) any failure by the Borrower to comply with the provisions of the Act; (f) any designation of the Bonds as "green bonds" or any designation of the Project as a "green project"; (g) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading (except for information in such offering material provided by, or on behalf of, the Issuer), or any failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold; or (h) any claim, action or proceeding brought with respect to any matter set forth in clause (a), (b), (c), (d), (e), (f) or (g) above. Such indemnity shall not extend to claims, losses, damages or liabilities arising from the gross negligence or willful misconduct of the Issuer or the Trustee, as determined by a final, non-appealable order of a court of competent jurisdiction.

The Borrower will indemnify and hold harmless the Trustee and Collateral Agent for and against any loss, claim, liability, damage, judgment, fine, penalty, cost or expense incurred

without gross negligence or bad faith (each as determined by a final, non-appealable order of a court of competent jurisdiction) on the part of the Trustee or the Collateral Agent, respectively, on account of any action taken or omitted to be taken by the Trustee or the Collateral Agent, respectively, under this Agreement, the Bonds, the Indenture or any other Bond Documents or any action taken at the request of or with the consent of the Borrower, including the reasonable costs and expenses incurred by the Trustee and the Collateral Agent in defending themselves against any such claims.

In case any action or proceeding is brought against the Issuer, the State, the Trustee, the Collateral Agent or any other party in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding to the Borrower, and the Borrower upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding (with counsel reasonably acceptable to the indemnified party) provided that failure of a party to give that notice shall not relieve the Borrower from any of its obligations under this Section unless (and then only to the extent) that failure actually prejudices the defense of the action or proceeding by the Borrower. An indemnified party may employ separate counsel and participate in the defense. If an indemnified party's counsel delivers a written notice to the Borrower stating that such counsel has reasonably concluded that there may be a conflict of interest between the Borrower and the indemnified party in the conduct of any defense by Borrower, then in any such event the indemnified party shall assume its own defense and the fees and expenses of the indemnified party's counsel to defend such proceeding shall be subject to the indemnification and advancement of expenses contemplated under this Agreement or any other Bond Document. The Borrower shall not be liable for any settlement made without its consent, which shall not be unreasonably withheld, conditioned or delayed. The Borrower shall not consent to any settlement with respect to any action affecting the Trustee or the Collateral Agent without the Trustee's or the Collateral Agent's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

The indemnification set forth above is intended to and shall (i) include the indemnification of all affected members, officials, directors, officers, employees, attorneys and agents of the Issuer, the State, the Collateral Agent and the Trustee, respectively, (ii) be enforceable by the Issuer, the State, the Collateral Agent and the Trustee, and such members, officials, directors, officers, employees, attorneys and agents, respectively, to the full extent permitted by law, and (iii) survive the resignation or removal of the Trustee or the Collateral Agent, the discharge of the Indenture and the termination of all other Bond Documents.

Section 5.11. Tax Covenants of Borrower. The Borrower covenants and represents that it will at all times do and perform all acts and things necessary or desirable and within its reasonable control in order to assure that interest paid on the Bonds shall not be includable in the gross income of any Holder for federal income tax purposes, unless such Holder is a "substantial user" of the Project or a "related person" of such a user within the meaning of Section 147(a) of the Code. The Borrower also covenants and represents that it shall not take or omit to take, or permit to be taken on its behalf, any actions which, if taken or omitted, would adversely affect the excludability from the gross income of the Holders of interest paid on the Bonds for federal income tax purposes. The Borrower covenants for the benefit of the Holders that it will not use or cause to be used the proceeds of the Bonds, any moneys derived, directly or indirectly, from the use or investment thereof or any other moneys on deposit in any fund or account maintained

in respect of the Bonds (whether such moneys were derived from the proceeds of the sale of the Bonds or from other sources) in a manner which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or would otherwise violate Section 6.08 of the Indenture. Any lessee as provided in Section 5.4 hereof shall covenant to comply with this Section 5.11.

Section 5.12. Maintenance and Modification of Project; Payment of Charges. The Borrower agrees that at all times during the term of this Agreement, the Borrower will maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition (ordinary wear and tear, condemnation and casualty excepted), and that the Borrower will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. Except as may be provided in the Mortgage, neither the Issuer, the Collateral Agent nor the Trustee shall have any responsibility in any of the matters referred to in this Section or for the making of improvements or additions to the Project.

In addition, in compliance with Section 3.2 hereof if applicable, the Borrower shall have the privilege of remodeling the Project or making substitutions, modifications, expansions, additions, enlargements and improvements to the Project from time to time as the Borrower, in its discretion, may deem to be desirable for the Borrower's use for such purposes as shall be permitted by the Act, the costs of which remodeling, substitutions, modifications, expansions, additions, enlargements and improvements shall be paid from other funds of the Borrower (or, if applicable, the proceeds of Additional Bonds or Parity Indebtedness), and the same shall be the property of the Borrower and be included under the terms of this Agreement and the Mortgage as part of the Project; provided, however, that when completed such remodeling, substitutions, modifications, expansions, additions, enlargements and improvements shall not interfere with the operation of the Project or in any way damage the Project; and provided further that the Project, as remodeled, improved or altered, upon completion of such remodeling, substitutions, modifications, expansions, additions, enlargements and improvements made pursuant to this Section shall be of a value not less than the value of the Project immediately prior to the remodeling or the making of substitutions, modifications, expansions, additions, enlargements and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by the Borrower in any manner and in the sole discretion of the Borrower, subject to the Mortgage. The Borrower will not permit any mechanic's or other lien to be established or, remain against any part of the Project for labor or materials furnished in connection with any remodeling, substitutions, modifications, expansions, additions, enlargements, improvements, repairs, renewals or replacements so made by the Borrower except as permitted in the Mortgage.

The Borrower will pay or cause to be paid, during the term of this Agreement, before the same respectively become delinquent, all real estate taxes (if any) provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Borrower shall be obligated to pay only such installments as are required to be paid during the term of this Agreement.

The Borrower will engage an independent auditor to audit the Project and provide a needs assessment with respect to each portion of the Project every five (5) years from the Completion

Date and will submit copies of each such report to the Trustee. The Borrower shall promptly implement any recommendations contained in such report. The Trustee shall not have any obligation to review any such report provided to the Trustee by the Borrower, nor shall the Trustee be deemed to have notice of any item contained therein or Event of Default which may be disclosed therein in any manner. The Trustee's sole responsibility with respect to such reports shall be to act as the depository for such reports for the Bondholders and to make such reports available for review by the Bondholders in accordance with the Indenture.

Section 5.13. Liens on Property. The Borrower covenants that it will not create or permit to be created or remain or suffer to exist and, at its cost and expense, will promptly discharge or terminate all liens on the Project or any other property or assets of the Borrower, or any part thereof, which are not Permitted Encumbrances.

Section 5.14. Permitted Indebtedness. The Borrower covenants that, except as disclosed in the Limited Offering Memorandum of the Borrower dated March 27, 2019, the Borrower has not incurred any indebtedness which is currently outstanding and, during the term of this Agreement, except for the Permitted Indebtedness described in clauses (a)-(f) below incurred under the provisions of the Indenture, will not hereafter incur any indebtedness (which term shall include, without limitation, obligations for borrowed money, guaranties, leases of real or personal property, installment purchase agreements for real or personal property, obligations under any agreement or agreements substantially similar in effect to a lease of real or personal property, and all liabilities which would appear on a balance sheet, including any of the foregoing entered into by any joint venture in which the Borrower may participate or by any partnership of which it may be a general partner), secured or unsecured, except the following:

(a) accounts payable arising in the ordinary course of business;

(b) liabilities incurred by endorsement for collection or deposit of checks or drafts received by the Borrower in the ordinary course of its business;

(c) obligations to pay wages and salaries to employees of the Borrower and to provide fringe benefits, including without limitation, pension funds and insurance protection, to the same;

(d) the Note, the Mortgage, this Agreement, the other Security Documents, Additional Bonds, Parity Indebtedness and the Indenture;

(e) short term debt for borrowed money maturing not longer than 365 days from the date it is incurred, provided, that (i) the Borrower shall be free of such short term debt for a period of at least 30 consecutive days in each Fiscal Year and (ii) such short term debt shall not at any time exceed an amount equal to 10% of Net Revenues for the then preceding Fiscal Year;

(f) evidences of indebtedness that are expressly subordinate to the pledge and lien on Gross Revenues of the Borrower and the other assets in which a lien is granted in favor of the Collateral Agent for the benefit of the Secured Parties under the Collateral Documents and the Indenture and that are incurred for purposes of financing Project Costs (including Expansion Project Costs);

(g) In addition to all of the foregoing, other evidences of indebtedness, for whatever purpose incurred, provided that the principal amount of such indebtedness, when added to the aggregate principal amount of all other evidences of indebtedness permitted under this subparagraph (g), does not exceed 10% of Net Revenues for the Fiscal Year preceding the Fiscal Year in which such indebtedness is incurred; and

(h) Indebtedness under Secured Hedge Contracts.

The aggregate principal amount of all indebtedness incurred pursuant to clauses (e), (f) and (g) above, shall not at any time exceed an amount equal to 15% of Net Revenues for the then preceding Fiscal Year.

Subject to the last sentence of this paragraph, the Borrower may incur, assume or guarantee Parity Indebtedness upon compliance with the conditions set forth or referenced in Section 9.07 of the Indenture, treating such Parity Indebtedness as if it were Additional Bonds. Parity Indebtedness may only be incurred for a purpose for which Additional Bonds may be issued pursuant to Section 4.02 and Section 4.03 of the Indenture. Notwithstanding the foregoing, all obligations under Secured Hedge Contracts, including Regular Hedge Payments and Termination Payments, constitute Parity Indebtedness and are not subject to the requirements of Section 4.02 or 4.03 of the Indenture.

Section 5.15. Green Bonds Certificate. The Borrower will annually (until the certificate required by Section 3.6 hereof is filed), on or before March 31 of each year, deliver a certificate to the Trustee to the effect that no changes have been made to the Project that would reasonably be expected to materially adversely affect the environmental benefits described in the report entitled "Confirmation that the RES Polyflow Indiana Project is Consistent with the Green Bond Principles" prepared in connection with the Bonds. The Trustee shall not have any obligation to review any such Certificate provided to the Trustee by the Borrower, nor shall the Trustee be deemed to have notice of any item contained therein or Event of Default which may be disclosed therein in any manner. The Trustee's sole responsibility with respect to such Certificates shall be to act as the depository for such Certificates for Holders and to make such reports available for review by the Holders in accordance with the Indenture.

Section 5.16. Environmental Matters. (a) The Borrower shall (i) comply in all material respects with all Environmental Laws, (ii) keep the Project free of any lien imposed pursuant to any Environmental Law, (iii) pay or cause to be paid when due and payable by the Borrower any and all costs required in connection with any Environmental Laws, including the cost of identifying the nature and extent of the presence of any Materials of Environmental Concern in, on or about the Project or on any real property owned or leased by the Borrower or on the Project Site, and the cost of delineation, management, remediation, removal, treatment and disposal of any such Materials of Environmental Concern (unless the same is under Contest), and (iv) use its commercially reasonable efforts to ensure that no Affiliate takes any action or violates any Environmental Law that could reasonably be expected to result in an Environmental Claim; and

(b) The Borrower shall not use or allow the Project to generate, manufacture, refine, produce, treat, store, handle, dispose of, transfer, process or transport Materials of

Environmental Concern other than in compliance in all material respects with Environmental Laws.

Section 5.17. Environmental Indemnity. To the fullest extent allowed by applicable Law, the Borrower shall indemnify and hold harmless the Trustee, the Collateral Agent and the Issuer and their respective officials, directors, officers, members, employees and agents (each an "Indemnitee") from and against any and all liability directly or indirectly arising out of the use, generation, storage, release, or disposal of Materials of Environmental Concern on, under or about the Project and from any violation of any Environmental Law; provided, that such indemnity shall not, as to any Indemnitee be available to the extent that such liability is determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnitee. Such indemnification shall include, without limitation, the cost of any inspection of the impacted property, the cost of audit, clean-up, remediation or detoxification of the impacted property and the preparation of any closure or other required plans, consent orders, license applications or the like, and whether such action is required or necessary. The Borrower agrees that the indemnity obligations in this paragraph shall include indemnifying the Indemnitees for all reasonable and documented attorneys' fees and expenses incurred by any of them to enforce the terms of this provision. The indemnification obligations under this paragraph are in addition to any other indemnification or insurance obligations of the Borrower under this Loan Agreement, the Indenture, the Bonds or any of the other Transaction Documents, and shall survive termination of this Loan Agreement and payment in full of the Bonds and resignation or removal of the Trustee and the Collateral Agent. All indemnifications hereunder shall include any and all consequential damages of any nature or kind, whether foreseeable and unforeseeable. This Section 5.17 shall survive the payment in full of Bonds and other obligations under the Bond Documents.

Section 5.18. No Other Accounts; Limitations on Investments. (a) *Limitation on Investments*. The Borrower covenants and agrees that it shall not make investments in any equity or debt securities other than Eligible Investments and that it shall not acquire any equity interest in any Person, except that (i) the Borrower shall have the right to invest in wholly-owned subsidiaries formed for the purpose of facilitating the business or operations of the Project, and provided further, that the Borrower shall pledge its equity interests in such subsidiaries, and each such subsidiary shall grant a security interest in its assets, to the Collateral Agent (for the benefit of the Secured Parties); and (ii) the Borrower shall be permitted to repurchase its own securities from its members in accordance with the terms of the Borrower's operating agreement.

(b) *No Other Accounts*. The Borrower covenants and agrees that it shall not own any bank accounts other than the accounts held by the Collateral Agent under the Indenture, the Borrower operating account and the account or accounts of the Borrower to be established for purposes of receiving distributions pursuant to the Surplus Fund.

Section 5.19. Operating Budgets. (a) The Borrower shall, not later than 30 days before the Completion Date, adopt an operating plan and a budget setting forth in reasonable detail the projected requirements for Operation and Maintenance Expenses for the Project for the period from such date to the conclusion of the then-current Fiscal Year (the "Initial Operating Budget") and provide a copy of the Initial Operating Budget at such time to the Trustee and if the

Collateral Agent is not at the time also the Trustee, the Collateral Agent, the Independent Engineer and all Outstanding Bondholders.

(b) No less than 30 days in advance of the beginning of each Fiscal Year thereafter, the Borrower shall similarly adopt an operating plan and a budget for the Project setting forth in reasonable detail the projected requirements for Operation and Maintenance Expenses for the ensuing calendar year and provide a copy of such operating plan and budget at such time to the Trustee, the Independent Engineer and all Outstanding Bondholders. Each such operating plan and budget is herein called an "Operating Budget."

(c) Each Operating Budget shall be (i) prepared in accordance with the form of the Initial Operating Budget and (ii) subject to the written approval of the Independent Engineer following the provisions set forth in subsection (d) below (or if no Independent Engineer is retained at that time, the Majority of Outstanding Bondholders), if the Operating Budget has an increase from the prior year's Operating Budget greater than the PPI Adjustment.

(d) The Independent Engineer's (or if no Independent Engineer is retained at that time, the Majority of Outstanding Bondholders') approval or disapproval of the Operating Budget shall be notified to the Borrower within fifteen (15) days after all Outstanding Bondholders' receipt of such Operating Budget. If the Independent Engineer (or if applicable, the Majority of Outstanding Bondholders) disapproves an Operating Budget, the Independent Engineer (or if applicable, the Majority of Outstanding Bondholders) shall notify the Borrower of the items that are disapproved and the reason for such disapproval. If the submitted Operating Budget is disapproved, the Borrower shall be entitled to revise any such Operating Budget and deliver such revised draft to the Independent Engineer (or if applicable, the Majority of Outstanding Bondholders), whereupon the provisions of this Section 5.19 shall again apply except that the Independent Engineer's (or if applicable, the Majority of Outstanding Bondholders') fifteen (15) day review period provided in this Section 5.19(a) shall be reduced to seven (7) days. An Operating Budget may be amended, changed or revised by the Borrower subsequent to its approval, but only upon its prior submission to and approval by the Independent Engineer (or if applicable, the Majority of Outstanding Bondholders), using the referenced fifteen (15) day and seven (7) day approval process set forth above. If the Borrower shall not have adopted an annual Operating Budget for the Project before the beginning of any upcoming calendar year or any Operating Budget or amendment, change or revision thereto for the Project adopted by the Borrower shall not have been approved by the Independent Engineer (or if applicable, the Majority of Outstanding Bondholders) before the beginning of any calendar year or within the referenced fifteen (15) day and seven (7) day approval process set forth above, the Operating Budget for the preceding calendar year shall, until the adoption of an annual Operating Budget for the Project by the Borrower, be deemed to be in force and effective as the annual Operating Budget for the Project for such upcoming calendar year, *mutatis mutandis*; provided that if the second and any subsequent Operating Budget for the Project is not approved by the Independent Engineer (or if applicable, the Majority of Outstanding Bondholders), the Borrower may use a budget that is consistent with the prior year's Operating Budget,

annualized and adjusted by the PPI Adjustment, until an Operating Budget for the Project is approved, and the Borrower shall work diligently to prepare a second or subsequent Operating Budget for the Project that is acceptable to the Independent Engineer (or if applicable, the Majority of Outstanding Bondholders), such approval not to be unreasonably withheld, delayed or conditioned.

(e) Each Operating Budget for the Project delivered to the Trustee, the Independent Engineer and the Majority of Outstanding Bondholders pursuant to this Section 5.19 shall be accompanied by a memorandum detailing all material assumptions used in the preparation of such Operating Budget, shall contain a line item for each Operating Budget category, shall specify for each month and for each such Operating Budget category the amount budgeted for such category for such month, and shall clearly distinguish Operation and Maintenance Expenses.

Section 5.20. Maintenance of Liens; Creation of Liens on Additional Project Contracts. (a) The Borrower shall take or cause to be taken all action necessary or desirable to maintain and preserve the Lien of the Security Documents and the first ranking priority thereof in accordance with the Security Documents, subject to any Permitted Encumbrances.

(b) The Borrower shall take all actions required to cause each Additional Project Contract to be or become subject to the Lien of the Security Documents (whether by amendment to any Security Agreement or otherwise) and shall use commercially reasonable efforts to deliver or cause to be delivered to the Collateral Agent all Ancillary Contracts related thereto.

(c) The Borrower shall take or cause to be taken all action necessary to obtain a direct agreement substantially in the form attached to this Loan Agreement as Exhibit D for each Additional Project Contract.

Section 5.21. Maintenance and Enforcement of Certain Project Contracts. The Borrower shall maintain in full force and effect and take all necessary, appropriate and commercially reasonable actions to enforce all Necessary Project Contracts, as well as all Additional Project Contracts following their execution and delivery, and shall provide the Trustee and the Independent Engineer with prior written notice of any actions by the Borrower to seek to replace any such contracts with a new contract. Other than as a result of an involuntary termination of any such contract by a counterparty thereto, the Borrower shall take all necessary, appropriate and commercially reasonable actions to enforce and shall not voluntarily terminate or permit the termination of any such contract unless it is able to demonstrate to the Independent Engineer in writing that such contract is no longer necessary for the continued operation of the Project and its termination will not have a Material Adverse Effect.

Section 5.22. Separateness Covenants. The Borrower further represents, warrants, covenants and agrees as follows:

(a) the Borrower has been formed and organized as a separate single purpose entity solely for the purpose of financing, owning, constructing, operating and maintaining the Project, making certain improvements to the Project and certain

infrastructure related to the Project and the sale of renewable natural gas and byproducts and activities incidental thereto;

(b) the Borrower has not and will not engage in any business unrelated to the financing, ownership, construction, operation and maintenance the Project, certain improvements to the Project and certain infrastructure related to the Project and the production and sale of renewable natural gas and related byproducts and activities incidental thereto, as contemplated in the Borrower Documents and in the Project Documents;

(c) the Borrower does not have and will not purchase, lease or acquire any assets other than those related to its activities in accordance with clauses (a) and (b) above;

(d) the Borrower has maintained and will maintain its own separate books and records, bank accounts and its own books of account, in each case that are separate and apart from the books and records, bank accounts and books of account of any other Person; provided, however, that the Borrower's assets may be included in a consolidated financial statement of a direct or indirect shareholder or other owner of a beneficial interest of the Borrower if inclusion on such consolidated financial statement is required to comply with the requirements of GAAP of the relevant jurisdiction, but only if (1) such consolidated financial statement shall be appropriately footnoted to the effect that the Borrower's assets are owned by the Borrower and that they are being included on the consolidated financial statement of such shareholder or other owner of a beneficial interest only to comply with the requirements of GAAP of the relevant jurisdiction and (2) such assets shall be listed on the Borrower's own separate balance sheet;

(e) the Borrower has held itself out and identified itself and will hold itself out and identify itself as being a Person, separate and apart from any other Person;

(f) the Borrower has not and will not commingle its funds or assets with those of any other Person;

(g) the Borrower has conducted and will conduct its own business in its own name independently and through its own authorized officers and agents;

(h) the Borrower has and will, except as noted in clause (d) above, maintain separate financial statements and file its own tax returns (to the extent required by Law);

(i) the Borrower has paid and will pay its own debts and liabilities when they become due out of its own funds and assets;

(j) the Borrower has observed and will observe all limited liability company formalities and do all things necessary to preserve its separate existence;

(k) the Borrower has and will have sufficient officers and personnel to run its business operations and to supervise its contractors, pursuant to one or more contractual arrangements;

(l) the Borrower has not guaranteed or otherwise obligated itself and will not guarantee or otherwise obligate itself with respect to the debts of any other person, or held out or will hold out its credit as being available to satisfy the debts or obligations of any other Person or entity;

(m) the Borrower has not acquired and will not acquire obligations of or securities issued by its members or any of its or their Affiliates and has not and will not acquire any equity interest in any other Person or entity, other than as permitted by Section 5.1 hereof;

(n) the Borrower has maintained and will maintain and use its own separate stationery, invoices and checks bearing its own name, which distinguish it from any other Person or entity;

(o) the Borrower has not pledged and will not pledge its assets for the benefit of any other Person or make any loans or advances to any other Person, other than as contemplated in the Borrower Documents, the Indenture and the other Security Documents;

(p) the Borrower has and will correct any known misunderstanding regarding its separate identity;

(q) as of the Closing Date, the Borrower will have, and thereafter, the Borrower will maintain, adequate capital in light of its contemplated business operations; provided, however, that the foregoing shall not require any direct or indirect equity owner to make additional capital contributions to Borrower or guaranty the adequacy of Borrower's capital under any circumstances;

(r) the Borrower has not failed and will not fail to maintain its status as a single purpose entity;

(s) the Borrower has not and will not sell, assign or otherwise transfer all or substantially all of its interests in the Project or the Project Site except as permitted under the Borrower Documents and the Security Documents;

(t) the Borrower has observed and will observe all customary organizational and operational formalities, including taking and maintaining of complete minutes of all member, manager, shareholder, board or similar meetings;

(u) the Borrower has maintained and will maintain an arm's length relationship with its Affiliates, and shall not enter into or cause, suffer or permit to exist any arrangement or contract with any of its Affiliates or any other Person that owns, directly or indirectly, any Equity Interest in the Borrower unless such arrangement or contract (a) is a Necessary Project Contract or other Borrower Document and (b) is an arrangement or contract that is on an arm's-length basis and contains terms no less favorable than those that would be entered into by a prudent person in the position of the Borrower with a person that is not one of its Affiliates. All transactions with Affiliates must be disclosed to the Trustee and evidence of compliance with this Section 5.22(u)

certified to the Trustee. The Trustee may rely upon such certification of compliance and has no duty to make an independent investigation in connection therewith;

(v) the Borrower has allocated and will allocate fairly and reasonably overhead for shared office space; and

(w) the Borrower has and will at all times have organizational documents that do not conflict with the requirements set forth in this Section.

Section 5.23. Compliance With Continuing Disclosure Requirements. The Borrower shall enter into the Continuing Disclosure Undertaking for the benefit of the holders of the Bonds; provided, however, that a failure by the Borrower to comply with the terms of its Continuing Disclosure Undertaking shall not constitute an event of default under this Agreement, the Indenture or any other Borrower Document. Any holder of the Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Borrower to comply with its obligations under this Section 5.23 or the Borrower to comply with its obligations under the Continuing Disclosure Undertaking.

Section 5.24. Judgments, Etc. The Borrower shall not allow any number of judgments for the payment of money in excess of the aggregate sum of **$[250,000]** excluding amounts with respect to which an insurance carrier admits full coverage (except for applicable deductibles), to remain unsatisfied against the Borrower for a period of beyond 30 days, unless execution thereof is stayed and adequate reserves have been set aside in an amount equal to or exceeding any potential liability.

Section 5.25. Sale of Collateral. Except as may otherwise be authorized herein, the Borrower shall not sell, convey, assign, lease, abandon or otherwise transfer or dispose of, voluntarily or involuntarily, in a single individual transaction (or series of related transactions) (collectively, a "disposition") of more than a de minimis part of the assets and properties of the Borrower, including the Project and property therein or comprising thereof, unless (a) the consideration for such disposition consists 100% of cash, (b) such disposition is for fair market value, as determined by the managers, directors or members of the Borrower, (c) the proceeds of such disposition are invested by the Borrower within six months after the consummation of the disposition, or within a reasonable period of time under the circumstances, in other assets which will be used in connection with the operations of the Borrower and subject to the lien of the Security Documents or immediately applied in accordance with Section 3.01(h) of the Indenture or Section 14 of the Intercreditor Agreement, (d) such disposition does not have a Material Adverse Effect on the ability of the Borrower to meet its obligations hereunder, (e) no Event of Default or condition, circumstance or event which, after notice or lapse of time or both, would constitute an Event of Default exists as of the time of the entering into the relevant disposition agreement or after giving effect to such disposition, and (f) such disposition does not violate, and is not inconsistent with, any of the terms, covenants and provisions of the Tax Certificate of the Borrower as evidenced by a Favorable Opinion of Bond Counsel. As used herein, a "more than a de minimis part" of the assets and properties of the Borrower shall mean two percent (2%) of Total Value of such assets or properties being sold or otherwise disposed of, whether or not reflected as assets on the books and records of the Borrower. As used herein, "Total Value" means, with respect to the Project (or any portion thereof) to be transferred at any time, the

adjusted book value of such Project (or any portion thereof) reflected as an asset on the books and records of the Borrower. For purposes of determining the value of the Project (or any portion thereof) sold or otherwise disposed of by the Borrower in any Fiscal Year, the Project (or any portion thereof) reflected as an asset on the books and records of the Borrower shall be valued at the adjusted book value thereof. Such disposition proceeds shall be deposited to the Special Redemption Fund of the Indenture and applied in accordance therewith.

Notwithstanding the foregoing, the Borrower shall be permitted to sell, transfer, assign or otherwise dispose of or remove all or any portion of the Project which is obsolete, retired or replaced in the ordinary course of business, provided, that to the extent any portion of such assets were financed with the proceeds of Tax-Exempt Bonds the Borrower shall have first obtained a Favorable Opinion of Bond Counsel to the effect that such sale, transfer, assignment or other disposition is authorized or permitted under the Act and will not adversely affect the excludability from gross income of interest on the Tax-Exempt Bonds for federal income tax purposes. In addition, the Borrower shall be permitted to sell inventory produced at the Project in the ordinary course of business.

Section 5.26. Capital Expenditures. After the Completion Date, the Borrower shall not incur capital expenditures in any Fiscal Year of more than $5,000,000; provided that such annual limitation shall not apply to the extent such amounts are payable from the Maintenance Reserve Account or the Surplus Fund.

Section 5.27. Equity Issuances. The Borrower shall not issue any new Equity Interests to any Person unless (a) such Equity Interests are immediately pledged to the Collateral Agent on a first-priority perfected basis pursuant to the Pledge Agreement or, if necessary, a supplement thereto or an agreement in substantially the form of the Pledge Agreement and (b) no Change of Control would occur as a result of such issuance.

Section 5.28. Transaction with Affiliates. The Borrower shall not enter into or cause, suffer or permit to exist any arrangement or contract with any of its Affiliates or any other Person that owns, directly or indirectly, any Equity Interest in the Borrower unless such arrangement or contract (a) is a Necessary Project Contract or other Bond Document and (b) is an arrangement or contract that is on an arm's-length basis and contains terms no less favorable than those that would be entered into by a prudent person in the position of the Borrower with a person that is not one of its Affiliates. All transactions with Affiliates must be disclosed to the Trustee and evidence of compliance with this Section 5.28 certified to the Trustee. The Trustee may rely upon such certification of compliance and has no duty to make an independent investigation in connection therewith.

Section 5.29. Compliance with Borrower Documents. The Borrower agrees to comply with the requirements and provisions of the Borrower Documents, including specifically, the requirements under the Performance Risk Insurance Policy.

Section 5.30. Speculative Trading. The Borrower will not enter into or otherwise be party to any Hedge Transaction, other than Hedge Transactions in the ordinary course of business to manage fluctuations in the price or availability of any commodity or to otherwise

hedge risks relating to a particular commodity and not for speculative purposes. The initial Secured Hedge Contracts are considered ordinary course for purposes of this covenant.

(End of Article V)

ARTICLE VI.

REDEMPTION OF BONDS

Section 6.1. Optional Redemption. Provided no Event of Default shall have occurred and be subsisting, at any time and from time to time and subject to the Indenture, the Borrower may deliver or cause to be delivered payments to the Trustee in addition to the scheduled Debt Service Payments required to be made under Section 4.2 and direct the Trustee to use the payments so delivered for the purpose of calling Bonds for optional redemption in accordance with the applicable provisions of the Indenture and redeeming such Bonds at the redemption price stated in the Indenture. Such payments shall be held and applied as provided in Section 5.05 of the Indenture and delivery thereof shall not operate to abate or postpone Debt Service Requirements otherwise becoming due or to alter or suspend any other obligations of the Borrower under this Agreement. Whenever the Bonds are subject to optional redemption pursuant to the Indenture, the Issuer will, but only upon direction of the Borrower, direct the Trustee to call the same for redemption as provided in the Indenture. Any redemption of Bonds pursuant to this Section shall be deemed to redeem an equal amount of the amounts due under the Note.

Section 6.2. RESERVED.

Section 6.3. Mandatory Redemption. The Borrower shall deliver or cause to be delivered to the Trustee the moneys needed to redeem the Bonds in accordance with the mandatory redemption provisions set forth in the Bonds and Section 3.01(b) through Section 3.01(g) of the Indenture. Whenever the Bonds are subject to mandatory redemption pursuant to the Indenture, the Borrower will cooperate with the Issuer and the Trustee in effecting such redemption. Any redemption of Bonds pursuant to this Section shall be deemed to redeem an equal amount of the amounts due under the Note.

Section 6.4. Actions by Issuer. At the written request of the Borrower or the Trustee, the Issuer shall take all steps required of it under the applicable provisions of the Indenture or the Bonds to effect the redemption of all or a portion of the Bonds pursuant to this Article.

(End of Article VI)

ARTICLE VII.

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default. Each of the following shall be an Event of Default:

(a) Failure by the Borrower to make or cause to be made any payment for Debt Service Requirements on or prior to the date on which such payment is due and payable in accordance with Section 6.01 of the Indenture;

(b) Failure by the Borrower to observe and perform any other material agreement, term or condition contained in the Borrower Documents and continuation of such failure for a period of 30 days after notice thereof shall have been given to the Borrower by the Issuer or the Trustee, or for such longer period as the Issuer may agree to in writing; provided that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, such failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues such action to completion;

(c) The Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of itself or of its property, or (ii) admit in writing its inability to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated a bankrupt or insolvent, or (v) commence a voluntary case under the United States Bankruptcy Code, or file a voluntary petition or answer seeking reorganization, an arrangement with creditors or an order for relief, or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding, or action shall be taken by it for the purpose of effecting any of the foregoing, or (vi) have instituted against it, without the application, approval or consent of the Borrower, a proceeding in any court of competent jurisdiction, under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking in respect of the Borrower an order for relief or an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of the Borrower or of all or any substantial part of its assets, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by the Borrower in good faith, the same shall (a) result in the entry of an order for relief or any such adjudication or appointment or (b) remain unvacated, undismissed and undischarged for a period of 60 days;

(d) Any representation or warranty made by the Borrower herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall at any time prove to have been false or misleading in any material respect when made or given;

(e) For any reason the Bonds are declared due and payable by acceleration in accordance with Section 7.03 of the Indenture or Section 5.8(A)(c) hereof;

(f) The Borrower shall fail to pay any payment due on any Parity Indebtedness or an event of default shall exist under the documents related to such Parity Indebtedness; or

(g) An event of default or termination event (however defined) shall occur under the documents related to any Permitted Indebtedness.

The declaration of an Event of Default under paragraph (c) above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 7.2. Remedies on Default.

(a) Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken, subject to the Intercreditor Agreement:

(i) If acceleration of the principal amount of the Bonds has been declared pursuant to Section 7.03 of the Indenture or Section 5.8(A)(c) hereof, the Trustee shall declare all payments for Debt Service Requirements to be immediately due and payable, whereupon the same shall become immediately due and payable; and

(ii) The Issuer or the Collateral Agent may pursue any and all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement and the Borrower Documents or to enforce the performance and observance of any other obligation or agreement of the Borrower under this Agreement and the other Borrower Documents, in each case in accordance with the Intercreditor Agreement.

(b) The Borrower covenants that, in case it shall fail to pay or cause to be paid any Debt Service Requirements or Parity Indebtedness Requirements as and when the same shall become due and payable whether at maturity or by acceleration or otherwise, then, upon demand of the Trustee, the Borrower will pay to the Collateral Agent the whole amount that then shall have become due and payable hereunder; and, in addition thereto, such further amounts as shall be sufficient to cover the costs and expenses of collection, including a reasonable compensation to the Trustee, Collateral Agent, their respective agents and counsel, any expenses or liabilities incurred by the Issuer, the Collateral Agent or the Trustee, and any indemnity to which the Trustee and the Collateral Agent might be entitled under the Bond Documents. In case the Borrower shall fail forthwith to pay such amounts upon such demand, the Collateral Agent shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of the sums so due and unpaid in accordance with the terms of the Intercreditor Agreement.

(c) In case there shall be pending proceedings for the bankruptcy or reorganization of the Borrower under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the benefit of the

creditors or the property of the Borrower, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount due hereunder, including interest owing and unpaid in respect thereof, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Collateral Agent allowed in such judicial proceedings relative to the Borrower, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of all fees, charges, expenses and indemnities of the Trustee and Collateral Agent. Any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Collateral Agent, and to pay to the Collateral Agent any amount due the Trustee and the Collateral Agent for fees, charges, expenses and indemnities.

Nothing herein contained shall be deemed to authorize the Trustee or the Collateral Agent to authorize or consent to or accept or adopt on behalf of any Holder or any other Creditor any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the Obligations or the rights of any Holder or any other Creditor thereof, or to authorize the Trustee or the Collateral Agent to vote in respect of the claim of any Holder or any other Creditor in any such proceeding.

Notwithstanding the foregoing, the neither Collateral Agent nor the Trustee shall be obligated to take any step which in its opinion will or might cause it to expend money or otherwise incur liability unless and until satisfactory indemnity has been furnished to the Trustee or the Collateral Agent, as applicable, at no cost or expense to the Trustee or Collateral Agent. Any amounts collected as payments for Debt Service Requirements or applicable to Debt Service Requirements and any other amounts which would be applicable to payment of Debt Service Requirements collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Indenture and the Intercreditor Agreement.

The provisions of this Section are subject to the further limitation that the annulment by the Trustee of its declaration that all of the Bonds are immediately due and payable also shall constitute an annulment of any corresponding declaration made pursuant to Subsection 7.2(a)(i); provided that no such waiver or rescission shall extend to or affect any subsequent or other default or impair any right consequent thereon.

Section 7.3. Remedies Not Exclusive. No remedy conferred upon or reserved to the Issuer, the Trustee or the Collateral Agent by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer, the Trustee or the Collateral Agent to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 7.4. Payment of Legal Fees and Expenses. If an Event of Default should occur and the Issuer, the Trustee or the Collateral Agent should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement or the collection of sums due thereunder, the Borrower shall reimburse the Issuer, the Trustee and the Collateral Agent, as applicable, for the reasonable expenses so incurred, upon demand.

Section 7.5. No Waiver. No failure by the Issuer, the Trustee or the Collateral Agent to insist upon the strict performance by the Borrower of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Borrower to observe or comply with any provision hereof.

Section 7.6. Notice of Default. The Borrower shall notify the Trustee, the Collateral Agent and the Issuer immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

Section 7.7. Third Party Beneficiary. The Collateral Agent shall be an express third party beneficiary of this Article VII and have all of the rights, benefits and privileges of a third party beneficiary, including an independent right of action to enforce such rights, benefits and privileges directly, in accordance with the Indenture and the Intercreditor Agreement.

(End of Article VII)

ARTICLE VIII.

MISCELLANEOUS

Section 8.1. Term of Agreement. This Agreement shall be and remain in full force and effect from the Issue Date until such time as all of the Bonds shall have been fully paid (or provision duly made for such payment) pursuant to the Indenture, the Indenture shall have been released pursuant to Section 10.01 thereof, and all other sums payable by the Borrower under the Borrower Documents shall have been paid, except for obligations of the Borrower under Section 5.10 and Section 5.17, which shall survive any termination of this Agreement.

Section 8.2. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed as follows:

If to the Borrower:	RES Polyflow Indiana, LLC 8584 E. Washington Street, #304 Chagrin Falls, OH 44023 Attention: Jay Schabel
If to the Issuer:	Indiana Finance Authority One North Capitol, Suite 900 Indianapolis, IN 46204 Attention: Public Finance Director of the State of Indiana
If to the Trustee or the Collateral Agent:	UMB Bank, N.A. 204 North Robinson Oklahoma City, OK 73102 Attention: Corporate Trust Department

The Borrower, the Issuer, the Trustee and the Collateral Agent, by notice given hereunder to the Persons listed above, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 8.3. Limitation of Liability; No Personal Liability. (a) In the exercise of the powers of the Issuer, the Trustee or the Collateral Agent hereunder or under the Indenture or other Bond Documents, including without limitation the application of moneys and the investment of funds, neither the Issuer, the Trustee, the Collateral Agent nor their members, directors, officers, employees or agents shall be accountable to the Borrower for any action taken or omitted by any of them in good faith and with the belief that it is authorized or within the discretion or rights or powers conferred. The Issuer, the Trustee, the Collateral Agent and their members, directors, officers, employees and agents shall be protected in acting upon any paper or document believed to be genuine, and any of them may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any

action. In connection with exercising rights hereunder, the Trustee and the Collateral Agent shall be entitled to all rights and protections in the Indenture and the Intercreditor Agreement, as applicable.

(b) Notwithstanding any other terms or provisions hereof, the obligations of the Issuer under this Agreement are special and limited obligations of the Issuer, payable solely from the Trust Estate. The obligations of the Issuer under this Agreement do not represent or constitute a debt of the Issuer or of the State within the meaning of the provisions of the Constitution or statutes of Indiana or a pledge of the faith and credit of the Issuer or the State or grant to any person any right to have the Issuer or the State levy any taxes or appropriate any funds for the payment of such obligations. Neither the faith and credit nor the taxing power of the State is pledged to the payment of the obligations of the Issuer under this Agreement. The Issuer has no taxing power.

(c) No recourse shall be had under or upon any obligation, covenant or agreement contained in this Agreement, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, under or independent of this Agreement, against any member, officer, employee or agent as such, present or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer, or any receiver thereof, of any sum that may be due and unpaid by the Issuer hereunder. Any and all personal liability of every nature, whether at common law or in equity, by statute or constitution or otherwise, of any member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for or to the Issuer, or any receiver thereof, of any sum that may remain due and unpaid by the Issuer hereunder, is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement.

Section 8.4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer, the Borrower and their respective successors and assigns; provided that this Agreement may not be assigned by the Borrower (except in connection with a sale or transfer of assets pursuant to Section 5.1 or in compliance with Section 8.9) and may not be assigned by the Issuer except to the Collateral Agent pursuant to the Indenture or as otherwise may be necessary to enforce or secure payment of Debt Service Requirements. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 8.5. Amendments. Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Bonds and unless and until all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, modified or terminated except by an instrument in writing signed by the Borrower and the Issuer, consented to by the Trustee, and in accordance with the provisions of Article IX of the Indenture, as applicable.

Section 8.6. Intercreditor Agreement; Bondholder Consent.

(a) In connection with the Borrower's entry into Secured Hedge Contracts, the Borrower agrees to enter into the Intercreditor Agreement, in substantially the form attached to the Indenture, with such changes as may be agreed to by the Issuer.

(b) Whenever this Loan Agreement conditions action upon the consent, written or otherwise, of a Majority of Outstanding Bondholders, the Issuer agrees that such approval or consent from any Bondholder shall be deemed given for all purposes under this Loan Agreement, if within 30 days following written request of such consent, no written response or rejection is received from such Holder.

Section 8.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or email transmission shall be effective as delivery of a manually signed counterpart hereof.

Section 8.8. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

Section 8.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Indiana and for all purposes shall be governed by and construed in accordance with the laws of the State of Indiana.

Section 8.10. Assignment. Subject to the Mortgage, the Borrower shall not assign this Agreement or any interest of the Borrower herein, either in whole or in part, unless the following conditions are fulfilled: (i) the assignee assumes in writing all of the obligations of the Borrower hereunder and under the Parity Indebtedness; (ii) neither the validity nor the enforceability of this Agreement against the Borrower or its assignee shall be adversely affected by such assignment; (iii) the Project shall continue in the opinion of Bond Counsel, addressed to the Trustee, Collateral Agent and the Issuer, to be an "economic development project" as such term is defined in the Act after such assignment; and (iv) such assignment shall not, in the opinion of Bond Counsel, addressed to the Trustee, Collateral Agent and the Issuer, have an adverse effect on the excludability from gross income for federal income tax purposes of interest on the Bonds or has an adverse effect on any applicable tax exemption with respect to the Bonds provided under Indiana law. Subject to the foregoing, the terms "Issuer," "Borrower," "Trustee" and "Collateral Agent" shall, where the context requires, include the respective successors and assigns of such persons.

Section 8.11. Receipt of Indenture. The Borrower hereby acknowledges that it has received an executed copy of the Indenture and is familiar with its provisions, and agrees that it is subject to and bound by the terms thereof and it will take all such actions as are required or contemplated of it under the Indenture to preserve and protect the rights of the Trustee, the

Collateral Agent and of the Holders thereunder and that it will not take any action which would cause a default thereunder. Any redemption of Bonds prior to maturity shall be effected as provided in the Indenture.

(End of Article VIII)

IN WITNESS WHEREOF, the Issuer and the Borrower, intending to be legally bound, have caused this Agreement to be duly executed in their respective names, all as of the date first above written.

[SEAL]

INDIANA FINANCE AUTHORITY

By: _____
Micah G. Vincent, Chair

Attest: _____
Dan Huge, Public Finance Director of
the State of Indiana

RES POLYFLOW INDIANA LLC

By: Jay Schabel

Title: President

Approved and agreed with respect to only Section 4.1(d) hereof:

BME RENEWABLE POLYFUELS LLC

By: Jay Schabel

Title: President

EXHIBIT A

PROJECT SITE

The facilities of the Borrower located at 3240 W. 800 S. in the Town of Ashley, Steuben County, Indiana, more particularly described as follows:

[INSERT LEGAL DESCRIPTION]

EXHIBIT A
Legal Description

Parcel I:

Part of the lands of Wayne Klink, Jr. and Carol A. Klink as described in Recorder's Document #97-04-0287 being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows:

beginning at a 5/8-inch rebar monumenting the Northeast corner of the Southeast Quarter of said Section 32, thence South 00 degrees 50 minutes 48 seconds West on the East line of said Southeast Quarter, a distance of 1287.65 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" on the North right-of-way line of the Hillsdale Railroad; thence North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 1320.52 feet to a 5/8-inch rebar with a "RUSSELL" identification cap on the West line of the East Half of said Southeast Quarter; thence North 00 degrees 43 minutes 26 seconds East on said West line, a distance of 1288.95 feet to a 5/8-inch rebar with a "RUSSELL" identification cap monumenting the Northwest corner of the East Half of said Southeast Quarter; thence South 89 degrees 17 minutes 21 seconds East (recorded bearing and is the basis of bearings this description) on the North line of said Southeast Quarter, a distance of 1323.27 feet to the Point of Beginning, containing 39.095 acres of land, more or less.

EXCEPT

Part of the lands of Wayne Klink, Jr. and Carol A. Klink as described in Recorder's Document #97-04-0287 being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows:

Commencing at a 5/8-inch rebar monumenting the Northeast corner of the Southeast Quarter of said Section 32, thence South 00 degrees 50 minutes 48 seconds West (recorded bearing of South 89 degrees 17 minutes 21 seconds East for the North line of said Southeast Quarter is the basis of bearings this description) on the East line of said Southeast Quarter, a distance of 1287.65 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" (noted as an Anderson rebar in the remainder of this description) on the North right-of-way line of the Hillsdale Railroad; thence North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 910.50 feet to an Anderson rebar monumenting the Point of Beginning for the parcel of land herein described; thence North 00 degrees 44 minutes 17 seconds East, a distance of 85.00 feet to an Anderson rebar; thence North 89 degrees 20 minutes 44 seconds West, a distance of 256.00 feet to an Anderson rebar; thence South 00 degrees 44 minutes 17 seconds West, a distance of 85.00 feet to an Anderson rebar on the North right-of-way line of the Hillsdale Railroad; thence South 89 degrees 20 minutes 44 seconds East on said North right-of-way line, a distance of 256.00 feet to the Point of Beginning, containing 0.500 acres of land, more or less.

Parcel II:

A non-exclusive easement for ingress and egress as set forth in a Right-Of-Way and Access Easement Agreement by and between The Indiana Northeastern Railroad Company ("Grantor") and the Town of Ashley, Indiana, RES Polyflow Indiana, LLC and WCH Steuben Township 1031 LLC, (together "Grantees") dated _____ and recorded _____ as Instrument No. _____ in the Office of the Recorder of Steuben County, Indiana over the following:

Part of the lands of Indiana Northeastern Railroad (Hillsdale Railroad) being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows:

Commencing at a Harrison marker monumenting the Southeast corner of the Southeast Quarter of said Section 32; thence North 89 degrees 22 minutes 57 seconds West (recorded bearing of South 89 degrees 17 minutes 21 seconds East for the North line of said Southeast Quarter is the basis of bearings this description) on the South line of said Southeast Quarter, a distance of 907.62 feet to the southeast corner of a 0.424 acre parcel being the lands of Steuben County as described in Recorder's Document #11030600; thence North 00 degrees 43 minutes 48 seconds East on the east line of said 0.424 acre parcel, a distance of 45.00 feet to the northeast corner thereof; thence North 89 degrees 22 minutes 57 seconds West on the north line of said 0.424 acre parcel, a distance of 0.33 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" (noted as an Anderson rebar in the remainder of this description); thence North 00 degrees 44 minutes 17 seconds East, a distance of 1209.34 feet to an Anderson rebar on the south right-of-way line of the Hillsdale Railroad, said point also being the POINT OF BEGINNING for the parcel of land herein described; thence North 89 degrees 20 minutes 44 seconds West on said south right-of-way line, a distance of 60.00 feet to an Anderson rebar; thence North 00 degrees 44 minutes 17 seconds East, a distance of 100.00 feet to an Anderson rebar on the north right-of-way line of the Hillsdale Railroad; thence South 89 degrees 20 minutes 44 seconds East on said north right-of-way line, a distance of 60.00 feet to an Anderson rebar; thence South 00 degrees 44 minutes 17 seconds West, a distance of 100.00 feet to the Point of Beginning, containing 0.138 acres of land, more or less.

EXHIBIT B

PROJECT DESCRIPTION

The Project consists of the acquisition, construction, installation and equipping of a plastics recovery and recycling facility to be owned and operated by the Borrower on the approximately 40 acre Project Site located at 3240 W. 800 S. in the Town of Ashley in Steuben County, Indiana, and all assets and properties comprising the foregoing. Included in the Project is the Project Site, the buildings used to house the Production Facilities and Equipment (as hereinafter defined), and the facilities and equipment used to convert mixed and dirty polymer waste into transportation fuels, heating oils, and waxes (the "Production Facilities and Equipment"). The term "Project" also refers to the completed plastics recovery and recycling facility being financed in part with proceeds of the Bonds.

EXHIBIT C

FORMS OF REQUISITION

EXHIBIT C-1

STATEMENT NO. _____ REQUESTING DISBURSEMENT OF FUNDS FROM THE PROJECT FUND PURSUANT TO SECTION 3.4 OF THE LOAN AGREEMENT DATED AS OF MARCH 1, 2019, BETWEEN INDIANA FINANCE AUTHORITY AND RES POLYFLOW INDIANA LLC.

Pursuant to Section 3.4(a) of the Loan Agreement (the "*Agreement*") between the Indiana Finance Authority (the "*Issuer*") and RES Polyflow Indiana LLC (the "*Borrower*") dated as of March 1, 2019, the undersigned Authorized Representative of the Borrower hereby requests and authorizes UMB Bank, N.A. (as trustee, the "*Trustee*"), as depository of the Project Fund created by the Indenture, to pay ($_____) from the [General Account] [Equity Account] of the Project Fund to _____ in accordance with the following instructions:

[ ] check here if the costs specified herein are to be funded from the General Account and the Equity Account of the Project Fund in the proportions specified in Section 5.02(f) of the Trust Indenture ("*Indenture*") among the Issuer, Collateral Agent and the Trustee dated as of March 1, 2019

[ ] check here and specify proportions or amounts other than those provided in Section 5.02(f) of the Trust Indenture ("*Indenture*") among the Issuer, Collateral Agent and the Trustee dated as of March 1, 2019: __% from the General Account __% from the Equity Account

The undersigned hereby certifies to the Trustee that, as of the date hereof, (1) the representations and warranties of the Borrower in the Agreement are hereby ratified and confirmed and (2) there is no Event of Default under the Agreement. This statement constitutes the approval of the Borrower of each disbursement hereby requested and authorized. Terms used but not defined in this certificate shall have the respective meanings given to them in the Indenture or the Agreement, as the case may be.

This _____ day of _____, 20___.

_____
Authorized Representative of Borrower

CONSENTED TO BY:

IPS ENGINEERING SERVICES, LLC

By: _____
Name:_____
Title:_____

EXHIBIT C-2

STATEMENT NO. _____ REQUESTING DISBURSEMENT OF FUNDS FROM THE PROJECT FUND PURSUANT TO SECTION 3.4 OF THE LOAN AGREEMENT DATED AS OF MARCH 1, 2019, BETWEEN INDIANA FINANCE AUTHORITY AND RES POLYFLOW INDIANA LLC.

Pursuant to Section 3.4(b) of the Loan Agreement (the "*Agreement*") between the Indiana Finance Authority (the "Issuer") and RES Polyflow Indiana LLC (the "*Borrower*") dated as of March 1, 2019, the undersigned Authorized Representative of the Borrower hereby requests and authorizes UMB Bank, N.A. as trustee (the "*Trustee*"), as depository of the Project Fund created by the Indenture (as defined in the Agreement), to pay ($_____) from the [[Bond Subaccount] [Equity Subaccount] of the Costs of Issuance Account] [General Account] of the Project Fund to _____ in accordance with the following instructions:

The undersigned hereby certifies to the Trustee that, as of the date hereof, (1) the representations and warranties of the Borrower in the Agreement are hereby ratified and confirmed and (2) there is no Event of Default under the Agreement. This statement constitutes the approval of the Borrower of each disbursement hereby requested and authorized. Terms used but not defined in this certificate shall have the respective meanings given to them in the Indenture or the Agreement, as the case may be.

This _____ day of _____, 20___.

_____
Authorized Representative of Borrower

EXHIBIT D

FORM OF DIRECT AGREEMENT

BP PRODUCTS NORTH AMERICA INC. DIRECT AGREEMENT

among

BP PRODUCTS NORTH AMERICA INC.

UMB BANK, N.A.,
as Collateral Agent

and

RES Polyflow Indiana LLC,
as Borrower

DIRECT AGREEMENT

This DIRECT AGREEMENT (this "**Direct Agreement**"), dated as of March 1, 2019, among BP Products North America Inc., a corporation organized and existing under the laws of Maryland (the "**Contracting Party**"), UMB BANK, N.A., as Collateral Agent (together with its permitted successors in such capacity, the "**Collateral Agent**") and RES Polyflow Indiana LLC, a Delaware limited liability company (the "**Borrower**").

RECITALS

A. Project. The Borrower is developing and constructing a plastics recovery and recycling facility, to be located in Ashley, Indiana (the "**Project**").

B. The Assigned Agreement. The Contracting Party and the Borrower are parties to the NAPHTHA Blendstock and Distillate Blendstock Sale and Purchase Agreement, dated February 22, 2018, as amended, restated, modified or otherwise supplemented from time to time in accordance with the terms thereof and hereof, including the First Amendment dated May, 2018 (the "**Assigned Agreement**").

C. Bond Documents. The Borrower has advised Contracting Party that the Indiana Finance Authority (the "**Issuer**") will issue the Indiana Finance Authority Exempt Facility Revenue Bonds, Series 2019 (RES POLYFLOW INDIANA PROJECT) (the "**Bonds**") pursuant to a Trust Indenture, dated as of March 1, 2019 (the "**Indenture**"), by and between the Issuer and Collateral Agent, as trustee and collateral agent, and that the Borrower and the Issuer will enter into a Loan Agreement, dated as of March 1, 2019 (the "**Loan Agreement**"), pursuant to which the Issuer will loan the proceeds of the Bonds to the Borrower for the purpose of financing a portion of the costs of the acquisition, construction, improvement, development, equipping and furnishing of the Project and certain related expenses.

D. Collateral Assignment of Project Documents. Pursuant to the Collateral Assignment of Project Documents, dated March 1, 2019 (the "**Collateral Assignment of Project Documents**"), between the Borrower and the Collateral Agent, as security for the Borrower's obligations under the Loan Agreement, the Borrower has assigned all of its right, title and interest in, to and under, and granted a security interest in, the Assigned Agreement and all of its rights to payment under or with respect to the Assigned Agreement and all payments due and to become due to the Borrower under or with respect to the Assigned Agreement, whether as contractual obligations, damages, indemnity payments or otherwise, to the Collateral Agent.

E. Conditionality. The Bond Documents contemplate the execution, delivery and implementation of this Direct Agreement and it is a condition to the obligation of the Issuer to make loans under the Loan Agreement that the Contracting Party shall have executed and delivered this Direct Agreement.

F. Definitions; Rules of Interpretation. Except as otherwise expressly provided herein, capitalized terms used in this Direct Agreement shall have the meanings given thereto in Exhibit A hereto and, except as otherwise expressly provided herein, the rules of interpretation set forth in Exhibit A hereto shall apply to this Direct Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Contracting Party, the Borrower and the Collateral Agent hereby agree as follows:

ARTICLE I
CONSENT TO ASSIGNMENT, ETC.

1.1 Consent to Assignment. The Contracting Party: (a) consents in all respects to the pledge and assignment, on the terms of this Consent, to the Collateral Agent pursuant to the Collateral Assignment of Project Documents of all of the Borrower's right, title and interest in, to and under the Assigned Agreement including without limitation all monies which may become payable to the Borrower thereunder, all proceeds thereof, and any claims, awards, judgments which may at any time be receivable or received by the Borrower under or pursuant to the Assigned Agreement (the "**Assigned Interest**"); and (b) subject to compliance by the Collateral Agent of Section 1.2 hereof, acknowledges the right of the Collateral Agent or any designee of the Collateral Agent, in the exercise of the Collateral Agent's rights and remedies under the Collateral Assignment of Project Documents, to make all demands, give all notices, take all actions and exercise all rights of the Borrower under the Assigned Agreement from and after the occurrence and continuation of an Event of Default under the Bond Documents.

1.2 Substitute Owner. If the Collateral Agent intends to exercise its rights and remedies in connection with a foreclosure under the Collateral Assignment of Project Documents with respect to the Assigned Agreement and the Collateral Agent is a Permitted Transferee, the Collateral Agent shall notify Contracting Party in writing ("**Collateral Agent's Notice**"), which notice shall state the date on which the Collateral Agent intends to exercise its rights to have itself or the Collateral Agent's Designee (defined hereafter), if such designee is a Permitted Transferee, substituted for Borrower under the Agreement (in such capacity, a "**Substitute Owner**"), which date and designation as Substitute Owner shall in no event be earlier than twenty (20) calendar days after the date of Contracting Party's receipt of Collateral Agent's Notice. Thereafter, the Collateral Agent or Collateral Agent's Designee, as the case may be, shall be substituted, for all purposes, in the place of Borrower under the Assigned Agreement and Contracting Party will continue to perform its obligations under the Assigned Agreement in favor of the Collateral Agent or Collateral Agent's Designee. Contracting Party shall rely on any notices from the Collateral Agent hereunder and shall act in accordance therewith. Contracting Party shall have no obligation to Borrower to determine whether an event of default has, in fact, occurred, nor any obligation to accept instructions from or deal in any way with Borrower from or after the Collateral Agent becomes a Substitute Owner, which shall in no event be until and after Contracting Party's receipt of the Collateral Agent's Notice and after the expiration of twenty (20) calendar days after the date of Contracting Party's receipt of Collateral Agent's Notice. If the Collateral Agent intends to substitute a party other than itself or an affiliate of Collateral Agent under the Agreement ("**Collateral Agent's Designee**"), Contracting Party shall have twenty (20) calendar days after its receipt of Collateral Agent's Notice to notify Collateral Agent in writing as to whether Contracting Party consents to the substitution of Collateral Agent's Designee under the Agreement. Contracting Party's consent to Collateral Agent's Designee shall not be unreasonably withheld. "**Permitted Transferee**" means, in respect of any permitted transfer hereunder (a "**transfer**"), any person who: (i) is at least as creditworthy (taking into account any credit support provided by such

person) as the Borrower on the date of such transfer and owns, directly or indirectly; (ii) is properly licensed or otherwise authorized to perform Borrower's obligations under the Assigned Agreement; and (iii) has provided, to the extent requested, all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub.L. 107-56, signed into law October 26, 2001. The Parties agree that it is reasonable for Contracting Party to withhold consent to a Collateral Agent Designee which is not a Permitted Transferee. The Designee shall execute an acknowledgement in form and substance satisfactory to Contracting Party confirming that it has assumed all the obligations of Borrower under the Assigned Agreements.

1.3 Right to Cure. In the event of a default or breach by the Borrower in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable cure period or the giving of notice, or both, enable the Contracting Party to suspend its performance under (other than as a result of force majeure as provided in the Assigned Agreement, if applicable) or terminate the Assigned Agreement (each hereinafter a "**default**"), the Contracting Party agrees that it will not suspend performance under (other than to the extent permitted as a result of force majeure as provided in the Assigned Agreement, if applicable) or terminate the Assigned Agreement until it first gives written notice of such default to the Collateral Agent or its designees (stating in the case of a payment default only, that such default has occurred and has been continuing for at least thirty (30) days from the default date) and affords the Collateral Agent or its designee the opportunity to cure such default within, in the case of a payment default, thirty (30) Business Days (as defined in the Loan Agreement) and, in the case of any other default, forty-five (45) days after receipt by the Collateral Agent of the notice of default. If the default is not cured in the relevant period, then immediately at the end of such period such Contracting Party may cancel or terminate its obligations or performance under the Assigned Agreement (in accordance with the terms of the Assigned Agreement); provided, however, that (i) with respect to any default (other than a payment default), if such default cannot reasonably be cured during such forty-five (45) day period, such Contracting Party will not terminate or suspend performance under (other than to the extent permitted as a result of force majeure as provided in the Assigned Agreement, if applicable) the Assigned Agreement so long as the Collateral Agent (or any of its designees) has commenced action reasonably designed to cure such default and diligently continues to pursue such action until such default is cured and (ii) if any such party is prohibited from curing any such default by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or similar proceeding involving the Borrower, then the time period specified herein for curing a default shall be extended for the period of such prohibition, but in no event shall such cure period referred to in clauses (i) and (ii) above terminate later than ninety (90) days after the receipt by the Collateral Agent of the notice of default.

1.4 Replacement Agreement. In the event that the Assigned Agreement is terminated as a result of any bankruptcy or insolvency proceeding or other similar proceeding affecting the Borrower, the Contracting Party shall, upon the written request of the Collateral Agent, enter into a new agreement with the Collateral Agent or any designee for the remainder of the originally scheduled term of the Assigned Agreement and having substantially the same

covenants, agreements, terms, conditions, limitations and provisions as the Assigned Agreement ("Replacement Agreement"), and, as from the date of such new agreement, the Contracting Party shall be released and discharged from any further obligations under the replaced Assigned Agreement. Contracting Party's obligation to enter into a new agreement pursuant to the foregoing shall be subject to the requirement on the Collateral Agent to satisfy any outstanding obligation or liability on the part of the Borrower. By way of example, if the Assigned Agreement is terminated as a result of any bankruptcy, and the liquidation amount due to the Contracting Party was not satisfied in full by Borrower's estate, then Contracting Party shall only be obligated to enter into a Replacement Agreement when the remainder of the liquidation amount is paid in full to the Contracting Party.

1.5 No Liability. The Contracting Party acknowledges and agrees that neither the Collateral Agent nor its designees shall have any liability or obligation under the Assigned Agreement as a result of this Direct Agreement, nor shall the Collateral Agent or its designees be obligated or required to (a) perform any of the Borrower's obligations under the Assigned Agreement, except during any period in which the Collateral Agent or any of its designees is a Substitute Owner pursuant to Section 1.2, in which case the obligations of such Substitute Owner shall be no more than that of the Borrower under the Assigned Agreement for such period (and not for any prior period) or (b) take any action to collect or enforce any claim for payment assigned under the Collateral Assignment of Project Documents. Contracting Party retains all its rights with respect to Borrower for the period prior to the effective date of assignment.

1.6 Performance under Assigned Agreement.

(a) [Reserved]

(b) The Borrower acknowledges and agrees that the rights and remedies of the Collateral Agent pursuant to and in accordance with this Direct Agreement shall be without prejudice to the rights and remedies of the Collateral Agent now available to or hereinafter acquired by the Collateral Agent pursuant to and in accordance with the Indenture and other Bond Documents.

1.7 Delivery of Notices and Information. The Contracting Party shall (a) deliver to the Collateral Agent and its designees, concurrently with the delivery thereof to the Borrower, a copy of each material notice, including any notice of default, suspension or termination (other than those notices given in the ordinary course of business), request or demand (other than requests made in the ordinary course of business) given by such Contracting Party pursuant to the Assigned Agreement, and (b) furnish to the Collateral Agent, such other information as may be reasonably requested by the Collateral Agent relating to any default, event of default, breach or other circumstance that may or could result in the suspension, termination or rescission of the Assigned Agreement.

1.8 Disclosure of Information. The Contracting Party and the Borrower authorize the Collateral Agent to provide each Secured Party copies of all notices, requests or demands that the Collateral Agent receives from such Contracting Party or the Borrower pursuant to Section 1.7 of this Direct Agreement.

1.9 Disclosures in the Offering Memoranda. Notwithstanding any of the terms in the Assigned Agreement, the Contracting Party hereby authorizes the Borrower to include the Contracting Party's name, a description of the services the Contracting Party provides to the Borrower, and a summary of the material terms of the Assigned Agreement, subject to the Contracting Party's review and approval, in both the Preliminary Limited Offering Memorandum and the final Limited Offering Memorandum prepared and delivered in connection with the offering of the Bonds.

ARTICLE II
PAYMENTS UNDER THE ASSIGNED AGREEMENT; OTHER COVENANTS

2.1 Payments. The Contracting Party shall pay all amounts payable by it to the Borrower under the Assigned Agreement, if any, in the manner required by the Assigned Agreement directly into the account specified on Exhibit B hereto, or to such other person or account as shall be specified from time to time by the Collateral Agent to such Contracting Party in writing in accordance with Section 4.1 ("**Control Account**"). The Borrower hereby authorizes and directs the Contracting Party to make such payments as aforesaid. Payment by the Contracting Party of such amounts to the Collateral Agent shall fully satisfy and discharge such Contracting Party's obligations under the Assigned Agreement with respect to such payments.

2.2 No Offset, etc.. All payments required to be made by the Contracting Party under the Assigned Agreement, if any, shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than those offsets, recoupments, abatements, withholdings, reductions and defenses permitted under applicable law or expressly allowed by the terms of the Assigned Agreement.

2.3 Liability of Parties. No party to this Direct Agreement shall have any liability to any other party hereto for any indirect, economic or consequential losses, damages and costs (including but not limited to costs of professional consultants and legal advisers) and including, but not limited to, loss of contract or property (including any security over contract or property), loss of profit, revenue or production of whatever kind and nature suffered by another under or in connection with this Direct Agreement, however caused (including, but not limited to, the default or sole or concurrent or contributing negligence of any party hereto) and whether or not foreseeable at the date of this Direct Agreement. Nothing in this Direct Agreement shall be deemed to increase the liability of the Contracting Party under the Assigned Agreement. Borrower acknowledges and agrees that Contracting Party shall not have any liability to Borrower as a result of any action taken in accordance with instructions of Collateral Agent or its designee received by Contracting Party hereunder.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE CONTRACTING PARTY

The Contracting Party makes the following representations and warranties as of the date hereof, which representations and warranties shall survive the execution and delivery of this Direct Agreement and the Assigned Agreement and the consummation of the transactions contemplated hereby and thereby.

3.1 Organization. It is a corporation, duly organized and validly existing under the laws of Maryland, and has all requisite corporate power and authority to execute, deliver and perform under this Direct Agreement and the Assigned Agreement.

3.2 Authorization. It has duly authorized, executed and delivered this Direct Agreement and the Assigned Agreement (or the Assigned Agreement has been duly and validly assigned or novated to it and it has assumed the obligations thereunder). Neither the execution and delivery of this Direct Agreement and the Assigned Agreement by it (nor its acceptance by assignment and assumption or novation with respect thereto) nor its consummation of the transactions contemplated thereby nor its compliance with the terms thereof does or will require the consent or approval of any Person, other than those that have already been obtained.

3.3 No Conflict. Neither the execution and delivery by it of this Direct Agreement or of the Assigned Agreement, nor performance of the terms and conditions of, this Direct Agreement or the Assigned Agreement (a) will contravene in any material respect any provisions of any applicable Law, (b) will conflict with or result in any breach of any of its constitutive documents, or (c) will conflict with or result in any breach of any of the terms, covenants, conditions, or provisions of, or constitute a default under, any agreement, contract or instrument to which it is a party, except for any such contravention, conflict, breach or default that would not reasonably be expected to have a material adverse effect on the Contracting Party's ability to perform its obligations under this Direct Agreement.

3.4 Legality, Validity and Enforceability. Each of this Direct Agreement and the Assigned Agreement is a legal, valid and binding obligation of the Contracting Party, enforceable against it in accordance with its terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

3.5 Existing Defaults. It is not, and, to the best of its knowledge, no other party to the Assigned Agreement is, in default under the Assigned Agreement.

3.6 No Previous Assignments. It has no notice of, and has not consented to, any previous assignment by the Borrower of all or any part of its rights under the As-signed Agreement.

3.7 Conditions. Each of the conditions to performance of its obligations under the Assigned Agreement has been satisfied or waived.

ARTICLE IV
MISCELLANEOUS

4.1 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or (d) if sent by fax with confirmation of fax sent, or (e) if sent by email and simultaneously sent by another means allowed by this Section 4.1. Notices shall be directed (i) if to the Contracting Party, in accordance with the Assigned Agreement; (ii) if to the Collateral

Agent, in accordance with the Indenture and (iii) if to the Borrower, in accordance with the Assigned Agreement. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by fax or other direct written or electronic means shall be deemed to have been validly and effectively given on the day (if a Business Day and, if not, on the next following Business Day) on which it is validly transmitted if transmitted before 4 p.m., recipient's time, and if transmitted after that time, on the next following Business Day; provided, however, if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party hereto may change its address for notice hereunder to any other location by giving no less than twenty (20) days' notice to the other parties in the manner set forth hereinabove.

4.2 Further Assurances. The Contracting Party shall utilize commercially reasonable efforts to cooperate with the Collateral Agent and perform all additional acts reasonably requested by the Collateral Agent to effect the purposes of this Direct Agreement.

4.3 Amendments. This Direct Agreement may not be amended, changed, waived, discharged, terminated or otherwise modified unless such amendment, change, waiver, discharge, termination or modification is in writing and signed by each of the parties hereto.

4.4 Entire Agreement. This Direct Agreement and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Direct Agreement and any such agreement, document or instrument, the terms, conditions and provisions of this Direct Agreement shall prevail.

4.5 Governing Law. This Direct Agreement shall be governed by the laws of the State of New York of the United States of America and shall for all purposes be governed by and construed in accordance with the laws of such state without regard to the conflict of law rules thereof other than Section 5-1401 of the New York General Obligations Law.

4.6 Severability. In case any one or more of the provisions contained in this Direct Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision with a view to obtaining the same commercial effect as this Direct Agreement would have had if such provision had been legal, valid and enforceable.

4.7 Headings. Section headings have been inserted in this Direct Agreement as a matter of convenience for reference only and it is agreed that such section headings are not a part of this Direct Agreement and shall not be used in the interpretation of any provision of this Direct Agreement.

4.8 Waiver of Jury Trial. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS DIRECT AGREEMENT OR ANY COURSE

OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE CONTRACTING PARTY.

4.9 Consent to Jurisdiction. Any dispute, legal action or proceeding by or against a party with respect to or arising out of this Direct Agreement may be brought in or removed to the United States District Court located in the Borough of Manhattan in New York City. By execution and delivery of this Direct Agreement, the parties accept, for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts for legal proceedings arising out of or in connection with this Direct Agreement and irrevocably consents to the service of process by the mailing of copies thereof by registered or certified mail, postage prepaid, at its notice address provided pursuant to Section 4.1 hereof. Nothing herein shall affect the right to serve process in any other manner permitted by law. Each party hereby waives any right to stay or dismiss any action or proceeding under or in connection with this Direct Agreement brought before the foregoing courts on the basis of *forum non-conveniens* or improper venue.

4.10 Successors and Assigns. The Contracting Party may assign, transfer or novate its rights and obligations under this Direct Agreement to any person to which it makes an assignment, transfer or novation of its rights and obligations under the Assigned Agreement. The Contracting Party making any such assignment, transfer or novation agrees to cause its assignee, transferee or novatee to become a party to this Direct Agreement concurrently with such assignment, transfer or novation. Upon the assignment, transfer or novation of this Direct Agreement pursuant to the terms of this Section 4.10, the Contracting Party shall have no further rights or obligations of a Contracting Party under this Direct Agreement. The provisions of this Direct Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

4.11 Counterparts. This Direct Agreement may be executed in one or more duplicate counterparts and when signed by all of the parties listed below shall constitute a single binding agreement. Delivery of an executed counterpart of a signature page of this Direct Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Direct Agreement.

4.12 Term of Direct Agreement. This Direct Agreement shall terminate upon the earlier to occur of (a) the date upon which (or, in the case of the termination of the Assigned Agreement as a result of any bankruptcy or insolvency proceeding or other similar proceeding affecting the Borrower, one-hundred eighty (180) days after the date upon which) the Assigned Agreement is validly terminated or expires in accordance with its terms and the terms of this Direct Agreement, (b) receipt of notice by the Contracting Party from the Collateral Agent that the Assigned Interest has been released and discharged in full, and (c) the indefeasible payment and discharge in full of Borrower's obligations under the Loan Agreement, for which Collateral Agent shall provide prompt written notice to Contracting Party, and Borrower agrees that any payments made by Contracting Party into the Control Account prior to its receipt of such notice from the Collateral Agent shall be in full satisfaction of Contracting Party's payment obligations to Borrower. Upon the first to occur of the events described in clauses (a), (b) and (c) of the preceding sentence, this Direct Agreement shall be deemed terminated and each of the parties shall be

released, relieved and discharged from any obligation or liability hereunder other than any liabilities accruing on or prior to the termination of this Direct Agreement.

4.13 Third Party Rights. This Direct Agreement shall be for the sole benefit of the parties hereto and the Secured Parties, and their respective successors and assigns.

[*Remainder of this page is intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Direct Agreement to be duly **EXECUTED** and **DELIVERED** by their officers thereunto duly authorized as of the date first above written.

BP PRODUCTS NORTH AMERICA INC.

By:_____
Name:
Title:

UMB BANK, N.A.,
as the Trustee

By:_____
Name:
Title

RES POLYFLOW INDIANA LLC

By:_____
Name: Jay Schabel
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Direct Agreement to be duly **EXECUTED** and **DELIVERED** by their officers thereunto duly authorized as of the date first above written.

BP PRODUCTS NORTH AMERICA INC.

By:_____
Name:
Title:

UMB BANK, N.A.,
as Collateral Agent

By: Janet Lambert
Name: Janet Lambert
Title: Vice President

RES POLYFLOW INDIANA LLC

By:_____
Name:
Title:

Exhibit A to

Direct Agreement

Definitions: Rules of Interpretation

1.1 Terms not otherwise defined in this Direct Agreement or in this Exhibit have the meaning set forth in the Assigned Agreement.

1.2 A reference to a party includes a reference to its permitted transferees, designees and assigns.

1.3 A reference to any agreement includes such agreement as amended, restated, modified or otherwise supplemented from time to time in accordance with its terms.

1.4 The following capitalized terms have the following meaning in this Direct Agreement:

"**Bond Documents**" means the Indenture, the Loan Agreement, the Mortgage and Security Agreement, the Collateral Assignment of Project Documents, the Intercreditor Agreement and any other agreement between the Borrower, Issuer and/or Collateral Agent primarily related to the Bonds.

"**Loan Agreement**" means that certain Loan Agreement dated March 1, 2019 between the Borrower and the Issuer.

"**Secured Party**" has the meaning set forth in the Intercreditor Agreement.

"**Event of Default**" has the meaning set forth in the Loan Agreement.

Exhibit B to
Direct Agreement

Payment Instructions
for Accounts

Amounts payable by the Contracting Party shall be paid to the following account:

Account Name:	RES Polyflow Indiana Project
Bank Name:	UMB Bank, N.A.
Account Number:	9800006823
SWIFT Code:	
Bank Address:	1010 Grand Boulevard Kansas City, MO 64106 Attn: OKC Corporate Trust

Schedule 1

Necessary Project Contracts

1. O&M Agreement
2. Wax Sale and Purchase Agreement dated November 9, 2017 by and between Borrower and AM Wax Inc., a Maryland corporation ("AM Wax").
3. Design-Build Agreement and General Conditions effective as of July 20, 2018 between Borrower and IPS Engineering Services, LLC. ("IPS"), as amended.
4. Design-Build Agreement and General Conditions effective as of July 20, 2018 between Borrower and Jim Ingledue Construction, Inc. ("JIIC"), as amended.
5. Construction Agreement and General Conditions effective as of July 30, 2018 between Borrower and Shambaugh & Son, L.P. ("Shambaugh").
6. Supply Agreement dated as of June 23, 2017 by and between Borrower and Midwest Sanitation ("MS").
7. Supply Agreement dated as of June 14, 2017 by and between Borrower and Mil-tek Indiana RWS LLC ("Mil-tek").
8. Supply Agreement dated as of July 25, 2017 by and between Borrower and Recycle Force ("Recycle Force")
9. Supply Agreement dated as of July 25, 2017 by and between Borrower and Wilmington Paper Corporation ("WPC").
10. Supply Agreement dated as of May 30, 2017 by and between Borrower and JJS Recycling ("JJSR")
11. Special Agreement for Transmission Distribution and Electric Service dated November 15, 2017 among Steuben County Rural Electric Membership Corporation "SCREMC"), Wabash Valley Power Association, Inc. ("WVPA") and Borrower as amended by First Amendment effective February 1, 2018, Second Amendment effective June 22, 2018 and Third Amendment effective February 1, 2019.
12. Naphtha Blendstock and Distillate Blendstock Sale and Purchase Agreement dated as of February 22, 2018, as amended between Borrower and BP Products North America, Inc. ("BPNA").
13. Limited Agency Agreement dated as of January 22, 2018, between Borrower and Plastico LLC ("Plastico")
14. Equipment Supply Agreement dated as of July 20, 2018 by and between Borrower and Vecoplan, LLC "Vecoplan").
15. Equipment Supply Contract dated as of July 20, 2018 by and between Borrower and Plant Process Equipment, Inc. ("PPE")
16. Equipment Supply Contract dated as of July 20, 2018 by and between Borrower and ProFab Energy Systems, LLC ("ProFab").
17. License Agreement dated as of the date hereof by and between RES Polyflow LLC ("RES Polyflow") and Borrower.
18. Agreement for Extension of Facilities to Supply of Gas Service by and between Borrower and Northern Indiana Public Service Company ("NIPSCO") dated November 2, 2018
19. Master Operation and Maintenance Agreement Direct Agreement by and among Borrower, the Collateral Agent and the Operator.
20. RES Polyflow Indiana License Agreement Direct Agreement by and among Borrower, the Collateral Agent and RES Polyflow.

21. Special Agreement for Transmission Distribution and Electric Service Direct Agreement by and among SCREMC, WVPA, the Collateral Agent and Borrower.
22. Proposal for Construction Monitoring executed by HGI and accepted by Borrower on February 13, 2019.

Schedule 2

Change Orders

NONE

EXHIBIT E

FORM OF COVERAGE CERTIFICATE

[Letterhead of Borrower]

UMB Bank, N.A.

[After appropriate introductory language]:

Pursuant to Section 5.9(b) of the Loan Agreement (the "*Agreement*") between the Indiana Finance Authority (the "*Issuer*") and RES Polyflow Indiana LLC (the "*Borrower*") dated as of March 1, 2019, the Borrower has a Debt Service Coverage Ratio of at least 1.25:1.00 for the four-Fiscal Quarter basis from _____ to _____. A calculation showing the Debt Service Coverage Ratio **is attached hereto**.

RES POLYFLOW INDIANA LLC

By: _____

Title: _____

Schedule 3

Intellectual Property Proceedings

NONE

EXHIBIT E

TRUST INDENTURE

between

INDIANA FINANCE AUTHORITY

and

UMB BANK, N.A., as Trustee and Collateral Agent

Relating to

$185,000,000
Indiana Finance Authority
Exempt Facility Revenue Bonds, Series 2019
(RES Polyflow Indiana Project) (Green Bonds)

Dated as of March 1, 2019

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TRUST INDENTURE

This Trust Indenture (this "Indenture"), dated as of March 1, 2019, between the INDIANA FINANCE AUTHORITY and UMB BANK, N.A., a national banking association, in its capacities as Trustee and Collateral Agent;

W I T N E S S E T H:

WHEREAS, the Issuer (as defined herein) is a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, duly organized and existing under the provisions of the Act as defined herein; and

WHEREAS, RES Polyflow Indiana LLC, a domestic limited liability company created pursuant to the Indiana business flexibility act of 1993, as amended (together with its successors and assigns, the "Borrower"), has submitted an application to the Issuer requesting that the Issuer issue its Exempt Facility Revenue Bonds, Series 2019 (RES Polyflow Indiana Project) (Green Bonds) (the "Series 2019 Bonds") and loan the proceeds thereof to the Borrower; and

WHEREAS, the economic development project of the Borrower is a plastics recovery facility (the "Project," as further described in the Loan Agreement), located in the Town of Ashley, Indiana and a substantial portion of the persons receiving the benefit of the services to be provided by the Project are expected to be residents of the State and a substantial portion of the persons to be employed by the Borrower for the Project are residents of the State; and

WHEREAS, the Issuer has duly entered into a Loan Agreement, dated as of the date hereof (the "Loan Agreement"), specifying the terms and conditions of the Issuer's loan to the Borrower and evidenced by a promissory note of the Borrower to the Issuer (the "Series 2019 Note"); and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which Bonds (as defined herein) are to be issued and secured and to secure the payment of the principal thereof and interest thereon, the Issuer has authorized the execution and delivery of this Indenture; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the Issuer, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal limited obligations of the Issuer, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture have been in all respects duly authorized; and

WHEREAS, the Issuer and the Trustee acknowledge that the Borrower intends to enter into one or more Secured Hedge Contracts pursuant to which the Issuer will be required to enter the Intercreditor Agreement;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of (x) the principal of, and the premium, if any, and interest on, all Bonds at any time issued and Outstanding under this Indenture, according to their tenor and priority status, and

(y) all Parity Indebtedness and to secure the performance and observance of all the covenants, agreements and conditions in the Bonds and Parity Indebtedness and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Holders (as defined herein) thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the Issuer does hereby irrevocably grant, assign and pledge unto the Collateral Agent (for the benefit of the Secured Parties) all right, title and interest of the Issuer in, to and under the Note, the Operating Agreement, the Security Agreement, the Intercreditor Agreement and the Loan Agreement (excluding any Unassigned Issuer's Rights) (collectively, the "Trust Estate") and all moneys, instruments and investments deposited in the funds and accounts established hereunder (including the Accounts) and all interest and income earned from the investment thereof (together with the Trust Estate and all other collateral in which a security interest is granted pursuant to the Security Documents, the "Collateral"), all of the foregoing to be held in trust for the equal and proportionate benefit of the respective Holders from time to time of the Bonds according to their tenor and priority status and the Holders of Parity Indebtedness, and does hereby covenant and agree with the Collateral Agent (for the benefit of the Secured Parties), for the equal and proportionate benefit of the respective Holders from time to time of the Bonds and Parity Indebtedness as follows:

ARTICLE I.

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this Indenture and of any indenture supplemental hereto, of the Loan Agreement and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

"Act" means Indiana Code 5-1.2 *et seq.*, as amended.

"Accounts" means the accounts created pursuant to this Indenture.

"Additional Bonds" means the Senior Bonds or Subordinate Bonds authorized and issued pursuant to Article IV hereof.

"Additional Notes" means the promissory notes of the Borrower to the Issuer relating to the Additional Bonds, if any.

"Affiliate" means any Person directly or indirectly controlling, controlled by or under common control with the Borrower as certified to the Trustee by an Authorized Representative of the Borrower. A Person shall be deemed to be "controlled by" any other Person if such other Person (a) possesses, directly or indirectly, power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise or (b) owns greater than fifty percent (50%) of the Equity Interests in such Person.

"Ancillary Contracts" means, with respect to each Necessary Project Contract, the following:

(a) each security instrument and agreement necessary or desirable to grant to the Collateral Agent (for the benefit of the Secured Parties) a first priority perfected lien (subject only to Permitted Encumbrances) in such Necessary Project Contract;

(b) all recorded UCC financing statements and other filings required to perfect such lien;

(c) if reasonably requested by the Trustee or Majority of Outstanding Bondholders, opinions of counsel for the Borrower addressing such matters relating to such document, each applicable Security Document and lien as the Trustee or Majority of Outstanding Bondholders may reasonably request;

(d) if reasonably requested by the Majority of Outstanding Bondholders, the Borrower shall use its commercially reasonable efforts to obtain a Direct Agreement with respect to such Necessary Project Contract and shall use its commercially reasonable efforts to obtain an Opinion of Counsel to such Project Party addressing matters relating to such Necessary Project Contract; and

(e) certified evidence of the authorization of such Necessary Project Contract by the Borrower.

"Authenticating Agent" means the entity authorized to authenticate the Bonds.

"Authorized Representative" has the meaning assigned to such term in the Loan Agreement.

"Beneficial Owner" means any person who acquires a beneficial ownership interest in a Bond held by the Securities Depository. The Trustee may conclusively rely upon representations made and information given to the Trustee with respect to Beneficial Ownership by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository in which a beneficial ownership is claimed.

"Bond Counsel" shall mean an attorney-at-law or a firm of attorneys of nationally recognized standing in matters pertaining to bonds (including the tax status of interest thereon) issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Documents" means this Indenture, the Loan Agreement, the Note, the Intercreditor Agreement, the Continuing Disclosure Agreement, the Tax Representation Certificate, the Investment Agreement, the Security Documents, all agreements related the Bonds to which the Trustee is a party or is thereby bound, and all other agreements, documents and instruments ever delivered pursuant to any of the foregoing and any and all future renewals and extensions or restatements of any of the foregoing.

"Bond Fund" means the fund so designated and established pursuant to Section 5.05 hereof.

"Bond Year" means, while Bonds remain outstanding, the annual period provided for the computation of Excess Earnings under Section 148(f) of the Code.

"Bonds" means the Series 2019 Bonds and any Additional Bonds.

"Book-Entry System" means any book-entry system for the Bonds maintained by the Securities Depository and described in Section 2.12 hereof.

"Borrower" has the meaning set forth in the Recitals hereto.

"Business Day" means any day other than a Saturday or Sunday or a day on which banks located in Indianapolis, Indiana; New York, New York or any other city in which the corporate trust office of the Trustee is located are required or authorized to close or on which The New York Stock Exchange is closed.

"Change of Control" means any transaction or series of related transactions (including any merger or consolidation) the result of which is that BME Polyfuels Holdings LLC fails to maintain, directly, legally or beneficially, at least 100% of the Equity Interests of the Borrower.

"Change Order" means each "Change Order" (if any) processed under any of the Construction Related Contract, subcontracts or any item not contemplated by or listed in the then current construction budget.

"Code" means the Internal Revenue Code of 1986, as amended from time to time. References to the Code and Sections of the Code include the relevant regulations, temporary regulations and proposed regulations thereunder and under the Internal Revenue Code of 1954, as amended, and any successor provisions to those Sections, regulations, temporary regulations or proposed regulations.

"Closing Date" means April 10, 2019.

"Collateral" shall have the meaning assigned to such term in the foregoing habendum clause of this Indenture.

"Collateral Agent" means, UMB Bank, N.A., in its capacity as Collateral Agent under the Intercreditor Agreement and the Security Documents, and any successor thereto appointed pursuant to the Intercreditor Agreement.

"Collateral Assignment" has the meaning given to that term in the Purchase Agreement (as defined in the Loan Agreement).

"Completion Date" has the meaning assigned thereto in the Loan Agreement.

"Construction Monitor" means Harris Group, Inc., a Washington corporation.

"Construction Monitor Contract" means the Independent Engineer Services for Construction Monitor between the Borrower and the Construction Monitor.

"Construction Related Contract" means any contract of the Borrower providing for the acquisition, construction, equipping or installation of any part of the Project, including the following contracts and agreements, as each may be amended and supplemented in accordance with its terms and as permitted by the Loan Agreement and this Indenture: (a) Owner's Representative Agreement between RES Polyflow Indiana LLC and AECOM Technical Services, LLC dated May 22, 2018; (b) Design-Build Agreement between RES Polyflow Indiana LLC and JICI, Inc. dated July 20, 2018; (c) Design-Build Agreement between RES Polyflow Indiana LLC and IPS Engineering Services LLP dated July 20, 2018; (d) Construction Agreement between RES Polyflow Indiana LLC and Shambaugh & Son, L.P. dated July 30, 2018; (e) Equipment Supply and Installation Agreement between RES Polyflow Indiana LLC and Vecoplan LLC dated July 20, 2018; (f) Equipment Supply Agreement between RES Polyflow Indiana LLC and Plant Process Equipment, Inc. dated July 20, 2018; (g) Equipment Supply Agreement between RES Polyflow Indiana LLC and Pro-Fab Energy Systems, Inc. dated July 20, 2018; and (h) Independent Engineer Construction Monitoring Agreement between RES Polyflow Indiana LLC and Harris Group, Inc. dated February 2019.

"Construction Related Party" means each party to a Construction Related Contract other than the Borrower.

"Consultant" means a professional consulting, accounting, investment banking or commercial banking firm or individual selected by the Borrower having the skill and experience necessary to render the particular report required and having a favorable reputation for such skill and experience, which firm or individual does not control the Borrower or any Affiliate thereof and is not controlled by or under common control with the Borrower or any Affiliate thereof.

"Continuing Disclosure Agreement" means the Continuing Disclosure Undertaking Agreement, dated as of the Closing Date, executed and delivered by the Borrower for the benefit of the Bondholders, as amended and supplemented from time to time as permitted therein.

"Data Room" means the confidential data room to be created and maintained by the Borrower while and so long as any of the Bonds are Outstanding and containing the Bond Documents, Necessary Project Contracts, financial model, Performance Risk Insurance Policy, as well as all information required to be posted to the Data Room under the terms of the Continuing Disclosure Agreement or any of the other Bond Documents.

"Debt Service Coverage Ratio" means, for any period, the ratio of (a) Net Revenues received during such period to (b) the Debt Service Requirements and Parity Indebtedness Requirements for such period on Bonds and Parity Indebtedness outstanding.

"Debt Service Reserve Fund" means the fund so designated and established in Section 5.10.

"Debt Service Reserve Requirement" means, as of any date of calculation, with respect to the Senior Bonds secured by the Debt Service Reserve Fund, an amount equal to the least of (i) 10% of the stated principal amount of the Senior Bonds, (ii) the maximum annual principal of and interest on the Senior Bonds and (iii) 125% of the average annual principal of and interest on the Senior Bonds; provided that the Debt Service Reserve Requirement shall not exceed the size limitation provided in Treasury Regulations Section 1.148-2(f)(i).

"Debt Service Requirements" means for any specified period:

(i) amounts needed to pay scheduled payments of principal of and premium, if any, on the Bonds during such period (whether at maturity, upon call for redemption or otherwise), including any required deposits to the Principal Account, as applicable; and

(ii) amounts needed to pay scheduled payments of interest on the Bonds during such period, including any required deposits to the Interest Account, as applicable.

"Default" means any event or circumstance that, with the passage of time or with the giving of notice or both, would constitute an Event of Default.

"Delivery" or "deliver" when used with respect to Bonds held in the Book-Entry-System pursuant to Section 2.12 hereof, means the making of or the irrevocable authorization to make appropriate entries on the books of the Securities Depository or any Participant.

"Design Build Contract" means the Design-Build Agreement and General Conditions dated July 20, 2018, between the Borrower and the Design Builder, as amended from time to time.

"Design Builder" means IPS Engineering Services, LLC.

"Design Build Escrow Account" means the Account so designated and established in Section 5.02(g) hereof.

"Designated Office" of the Trustee means the designated corporate trust office or other office of the Trustee at the address of the Trustee set forth in Section 11.03, or any other corporate trust office so designated in writing by the Trustee to the Issuer and the Borrower.

"Direct Agreements" means each of the Direct Agreements providing consent of the following parties to assignment of the Borrower's rights under certain agreements with such parties pursuant to the Collateral Assignment: (a) Operator, (b) Performance Risk Insurer, (c) BP Products North America, Inc., (d) AM Wax, Inc., (e) Design Builder, (f) Jim Ingledue Construction, Inc., (g) Vecoplan, LLC, (h) Profab Energy Systems, LLC, (i) Plant Process Equipment, Inc., (j) Midwest Sanitation, (k) Mil-tek Indiana, (l) Recycle Force, (m) Wilmington Paper Company, (n) JJS Recycling, (o) Plastico, LLC, (p) RES Polyflow, LLC, (q) REMC & WVPA, (r) Northern Indiana Public Service Company, (s) Harris Group, Inc., (t) Battelle Memorial Institute, (u) Good Company LLC and (v) ICIS.

"DTC" or "Securities Depository" means (a) initially, The Depository Trust Company, New York, New York and its successors and assigns and (b) any replacement securities depository appointed under this Indenture.

"Eligible Investments" means

(i) Government Obligations; the Trustee, in purchasing Government Obligations, (a) may make any such purchase subject to an agreement with the seller for repurchase by the seller at a later date, and in such connection may accept the seller's agreement for the payment of interest in lieu of the right to receive the interest payable by the issuer of the securities purchased, provided that title to the Government Obligations so purchased by the Trustee shall vest in the Trustee, that the Trustee shall have actual or constructive possession of such Government Obligations, and that the current market value of such Government Obligations (or of cash or additional Government Obligations pledged with the Trustee as collateral for the purpose) is at all times at least equal to the principal and interest thereafter to become payable by the seller under said agreement, or (b) may purchase shares of a fund whose sole assets are of a type described in this clause (i) and such repurchase agreements thereof;

(ii) obligations issued or guaranteed by any state or political subdivision thereof and rated in the highest category, if rated as short-term obligations, or not lower than the third highest category (without regard to any gradations within any such category), if rated as long term obligations, by Moody's Investors Service, Inc. ("Moody's") or by S&P Global Ratings, a business unit of Standard & Poor's Financial

Services LLC ("Standard & Poor's"), or their successors; the Trustee, in purchasing obligations of the type described in this clause (ii), may purchase shares of a fund whose sole assets are such obligations or obligations of the type described in clause (i) above;

(iii) commercial or finance company paper which is rated in the highest rating category by either Moody's or Standard & Poor's;

(iv) deposit accounts, investment agreements, bankers' acceptances, certificates of deposit or bearer deposit notes in any bank, trust company or savings and loan association (including without limitation the Trustee or any bank affiliated with the Trustee) organized under the laws of the United States of America or any state thereof having a rating of its unsecured senior long-term debt obligations within one of the three highest rating categories (without regard to any gradations within any such categories) by either Moody's or Standard & Poor's;

(v) obligations evidencing indebtedness described in Section 103(a) of the Code which obligations are not investment property as defined in Section 148(b)(2) and (3) of the Code and are rated within one of the three highest rating categories (without regard to any gradations within any such categories) by Moody's or Standard & Poor's; the Trustee, in purchasing securities of the type described in this clause (v), may purchase shares of a fund, at least 98% of the weighted average value of the assets of which are of the type described in this clause (v) or which derives at least 98% of its gross income from such assets; and

(vi) shares of an open-end, diversified investment company which is registered under the Investment Company Act of 1940, as amended, and which (A) invests exclusively in permitted investments of the type set forth in (i) through (iv) above, (B) seeks to maintain a constant net asset value per share in accordance with regulations of the Securities and Exchange Commission, and (C) has aggregate net assets of at least $50,000,000 on the date of purchase.

"Environmental Approvals" means any Governmental Approvals required under applicable Environmental Laws.

"Environmental Claim" means any written notice, claim, demand or similar written communication by any Person alleging potential liability or requiring or demanding remedial or responsive measures (including potential liability for investigatory costs, cleanup, remediation and mitigation costs, governmental response costs, natural resources damages, property damages, personal injuries, fines or penalties) in each such case (x) either (i) with respect to environmental contamination-related liabilities or obligations with respect to which the Borrower could reasonably be expected to be responsible that are, or could reasonably be expected to be, in excess of $2,000,000 in the aggregate, or (ii) that has or could reasonably be expected to result in a Material Adverse Effect and (y) arising out of, based on or resulting from (i) the presence, release or threatened release into the environment, of any Materials of Environmental Concern at any location, whether or not owned by such Person; (ii) circumstances forming the basis of any violation, or alleged violation, of any Environmental Laws or Environmental Approvals; or (iii) exposure to Materials of Environmental Concern.

"Environmental Laws" means all laws applicable to the Project relating to pollution or protection of human health, safety or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including Laws relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise applicable to the Project relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, management, remediation or handling of Materials of Environmental Concern.

"Equity Account" means the Account so designated and established pursuant to Section 5.02(f) hereof.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination, in each such case including all voting rights and economic rights related thereto.

"Event of Default" means any of the events described as an Event of Default in Section 7.01.

"Excess Earnings" means an amount equal to the sum of (i) plus (ii) where:

(i) is the excess of (a) the aggregate amount earned from the date of issuance of the Bonds on all nonpurpose investments in which gross proceeds of the Bonds are invested (other than investments attributable to an excess described in this clause (i)), over (b) the amount that would have been earned if such nonpurpose investments (other than amounts attributable to an excess described in this clause (i)) were invested at a rate equal to the yield on the Bonds; and

(ii) is any income attributable to the excess described in clause (i).

The sum of (i) plus (ii) shall be determined in accordance with Section 148(f) of the Code. As used herein, the terms "gross proceeds", "nonpurpose investments" and "yield" have the respective meanings assigned to them for purposes of Section 148(f) of the Code. "Excess Earnings", however, shall not include any amount earned on the Bond Fund during any Bond Year if the gross earnings on such Fund for such Bond Year are less than $100,000.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered and all reasonable expenses incurred by the Trustee or any of its agents under this Indenture or any other Bond Document, other than Ordinary Services and Ordinary Expenses.

"Favorable Opinion" shall mean an opinion of Bond Counsel addressed to the Issuer and the Trustee stating that: (i) the action proposed to be taken is authorized or permitted by the Act,

this Indenture and the Loan Agreement and complies with their respective terms; and (ii) such action will not adversely affect (A) the excludability from gross income of the interest on the Bonds for purposes of federal income taxation, and (B) any applicable tax exemption with respect to the Bonds provided under State law.

"Financial Consultant" means a firm of investment bankers, a financial consulting firm, a law firm or a firm of certified public accountants, satisfactory to the Borrower, which is experienced in the calculation of amounts required to be rebated to the United States under Section 148(f) of the Code.

"Fiscal Quarter" means each of the following three-month periods: (a) January 1 through March 31; (b) April 1 through June 30; (c) July 1 through September 30; and (d) October 1 through December 31.

"Fiscal Year" means any period of twelve (12) consecutive months adopted by the Borrower as its fiscal year for financial reporting purposes and initially means the period beginning January 1 of each year and ending on December 31 of the same year.

"Funds" means the funds created pursuant to this Indenture.

"GAAP" means Generally Accepted Accounting Principles.

"General Account" means the account of the Project Fund so designated which is established pursuant to Section 5.02.

"Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America and including a receipt, certificate or any other evidence of an ownership interest in such obligations or in specified portions thereof (which may consist of specified portions of interest thereon).

"Governmental Authority" shall mean any federal, state, municipal, national, local or other governmental department, court, commission, board, bureau, agency or instrumentality or political subdivision thereof, or any entity or officer exercising executive, legislative or judicial, regulatory or administrative functions of or pertaining to any government or any court, whether of the United States or a state, territory or possession thereof, a foreign sovereign entity or country or jurisdiction or the State.

"Gross Revenues of the Borrower" means all revenues, income, receipts and money received or earned (determined in all instances on a GAAP basis) in any period by or on behalf of the Borrower from any and all sources (other than proceeds of borrowing, and other than interest earned on such proceeds if and to the extent such interest is required to be excluded by the terms of the borrowing and other than revenues, income, receipts and money received by the Borrower as agent of someone other than the Borrower) including, but without limiting the generality of the foregoing, (a) revenues derived from its operations and (b) proceeds derived from (i) the Performance Risk Insurance Policy, (ii) other insurance (if and to the extent the use thereof is otherwise required by the Loan Agreement, such amounts shall not be included in

Gross Revenues when calculating the Debt Service Coverage Ratio), (iii) condemnation awards or sales under a reasonably apprehended threat of condemnation (if and to the extent the use thereof is otherwise required by the Loan Agreement, such amounts shall not be included in Gross Revenue when calculating the Debt Service Coverage Ratio), (iv) accounts receivable, (v) securities and other investments, (vi) inventory and other tangible and intangible property, (vii) any Hedge Agreement (including payments to the Borrower under any such Hedge Agreement, whether Regular Hedge Payments or otherwise), and (viii) contract rights and other rights and assets now or hereafter owned, held or possessed by or on behalf of the Borrower.

"Hedge Agreement" means any agreement entered into by the Borrower (including each confirmation entered into pursuant to any master agreement or similar agreement) providing for any swap, cap, collar, put, call, floor, future, option, spot, forward, credit sleeve, netting agreement or similar agreement, in each case entered into in respect of any commodity, in all cases whether settled financially or physically.

"Hedge Termination Payments" means any amount payable to or by the Borrower in connection with a termination of any Hedging Agreement or the novation of any Hedging Agreement or due in connection with the Borrower's obligation to collateralize the Borrower's obligations under a Secured Hedge Contract, in each case as calculated pursuant to such Hedging Agreement in accordance therewith, including any "Settlement Amount" or "Termination Payment", together with any interest expense due and payable by the Borrower in connection with such amount, but excluding any Regular Hedge Payments due under such Hedging Agreement that have been paid prior to the date of such determination.

"Hedging Arrangements" means any arrangement to hedge the price of feedstock, natural gas or other commodities used by the Borrower from time to time.

"Holder" or "Bondholder" or "Registered Owner" means the Person in whose name a Bond is registered on the Register. and, if the context requires, a Holder of Parity Indebtedness (other than any Secured Hedge Provider). For purposes of Article IX hereof, such term shall not include Holders of Parity Indebtedness..

"Indenture" means this Trust Indenture, as amended or supplemented from time to time.

"Independent Engineer" means Harris Group, Inc. or any replacement independent engineer appointed by the Borrower and approved in writing by the Majority of Outstanding Bondholders (which approval shall not be unreasonably withheld).

"Intercreditor Agreement" has the meaning set forth in Section 11.08 hereof.

"Interest Account" means the account of the Bond Fund so designated and established pursuant to Section 5.01(d)(iii) hereof.

"Interest Payment Date" means each March 1 and September 1, commencing September 1, 2019.

"Interest Rate for Advances" means the rate per annum which is two percentage points in excess of that interest rate announced by the Trustee in its commercial lending capacity as a bank as its "prime rate," which rate shall not exceed the Maximum Rate.

"Issue Date" means the date of original issuance and first authentication and delivery of the Bonds to the initial purchaser thereof against payment therefor.

"Issuer" means the Indiana Finance Authority, a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, duly organized and existing under the provisions of the Act.

"Issuer's Fee" means the fee of the Issuer payable pursuant to Section 4.4 of the Loan Agreement.

"Investment Agreement" means the Investment Agreement dated April ____, 2019 by and among the Trustee, the Borrower and Sumitomo Mitsui Banking Corporation.

"Knowledge" means, with respect to the Issuer, the actual or constructive knowledge of any member or officer of the Issuer, including any Authorized Representative of the Issuer, without due inquiry, and with respect to the Borrower, the actual or constructive knowledge of any officer or director of the Borrower, including any Authorized Representative of the Borrower, after due inquiry.

"Law" means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, common law, holding, injunction, Governmental Approval or requirement of such Governmental Authority. Unless the context clearly requires otherwise, the term "Law" shall include each of the foregoing (and each provision thereof) as in effect at the time in question, including any amendments, supplements, replacements, or other modifications thereto or thereof, and whether or not in effect as of the date of this Indenture.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the Series 2019 Bonds pursuant to Section 4.1 of the Loan Agreement in the original principal amount of $185,000,000.

"Loan Agreement" has the meaning set forth in the Recitals hereto.

"Maintenance Reserve Account" means the account of the Master Revenue Fund so designated and established pursuant to Section 5.01 hereof.

"Maintenance Reserve Requirement" means an amount equal to the greater of (i) $3,000,000, which amount shall be adjusted as of each September 1 by a percentage equal to the past year's change in the Consumer Price Index – U.S. City Averages for all Urban Consumers, All Items ("CPI") or if CPI is not available, by 2% and (ii) the sum of the next two full years of projected maintenance expenses for the Project as determined by a certificate of the Independent Engineer or, if no Independent Engineer is engaged at that time, by a certificate of the Borrower.

"Majority of Outstanding Bondholders" means (a) while Senior Bonds are Outstanding, the Registered Owner(s) or Beneficial Owner(s) of more than 50% of aggregate (i) principal amount of Senior Bonds Outstanding and (b) when no Senior Bonds remain Outstanding, the Registered Owner(s) or Beneficial Owner(s) of more than 50% of aggregate principal amount of Subordinate Bonds Outstanding.

"Master Revenue Fund" means the fund so designated and established pursuant to Section 5.01 hereof.

"Material Adverse Effect" means any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on (a) the business, assets, property, condition (financial or otherwise), or operations of the Borrower or the Project, taken as a whole, (b) the ability of the Borrower, the Manager, RES Polyflow, LLC or BME Renewable Polyfuels LLC to perform its material obligations under any Transaction Document or Secured Hedge Contract to which it is a party, (c) creation, perfection or priority of the liens granted, or purported to be granted, in favor, or for the benefit, of the Collateral Agent pursuant to the Security Documents or (d) the rights or remedies of any secured party under any Bond Documents.

"Materials of Environmental Concern" means chemicals, pollutants, contaminants, wastes, toxic substances and hazardous substances, any toxic mold, radon gas or other naturally occurring toxic or hazardous substance or organism and any material that is regulated in any way, or for which liability is imposed, pursuant to an Environmental Law.

"Maximum Rate" means the lesser of (a) 12% or (b) the highest interest rate permitted by State law.

"Mortgage" means the Mortgage and Security Agreement dated as of March 1, 2019, executed by the Borrower in favor of the Collateral Agent for the benefit of the Secured Parties.

"Necessary Project Contracts" is defined in the Loan Agreement.

"Net Proceeds" or "net proceeds" when used with respect to any insurance proceeds, disposition proceeds or condemnation award, means the gross proceeds from such insurance proceeds, disposition proceeds or condemnation award, less all expenses (including reasonable attorneys' fees of the Borrower or the Collateral Agent and any extraordinary fees and expenses of the Collateral Agent) incurred in the realization thereof.

"Net Revenues" means the Gross Revenues of the Borrower less Operation and Maintenance Expenses.

"Note" means the Series 2019 Note.

"Operating Agreement" means the Master Operation and Maintenance Agreement by and between the Borrower and RES Polyflow Services, LLC.

"Operation and Maintenance Expenses" means, without duplication, the operation and maintenance expenses of the Borrower as determined on a GAAP basis in a manner consistent

with the Operating Budget, including amounts paid under the Operating Agreement, maintenance, insurance, repair expenses, utility expenses, administrative and legal expenses, miscellaneous operating expenses, advertising costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the Borrower, the cost of vehicles, equipment leases and service contracts and taxes upon the operations of the Borrower not otherwise mentioned herein (including, but not limited to excise taxes, property taxes, sales taxes and franchise taxes), reasonable and necessary costs and fees incurred in connection with obtaining and maintaining in effect Necessary Project Approvals for the Project, reasonable and arm's-length legal, accounting and other professional fees attendant to any of the foregoing items during such period, the reasonable costs of administration and enforcement of the Bond Documents, Hedging Arrangement costs which are identified in the Operating Budget, amounts payable by the Borrower under Project Documents in the ordinary course of business and not as a result of a breach or default by the Borrower thereunder, all other costs and expenses included in the then-current Operating Budget, all of the foregoing to be determined in accordance with GAAP and all in such amounts as reasonably determined by the Borrower; provided, however, that "Operation and Maintenance Expenses" shall not include depreciation, amortization or other non-cash expenses nor those expenses which are actually paid from any revenues of the Borrower which are not Gross Revenues of the Borrower nor Project Costs.

"Ordinary Services" and "Ordinary Expenses" mean those services normally rendered, and those expenses normally incurred, by a trustee under instruments similar to this Indenture and the other Bond Documents.

"Outstanding Bonds," "Bonds outstanding" or "outstanding" as applied to Bonds means, as of the applicable date, all Bonds which have been authenticated and delivered, or which are being delivered by the Trustee under this Indenture, except:

(a) Bonds canceled or required to be canceled upon surrender, exchange or transfer, or canceled or required to be canceled because of payment or redemption on or prior to that date pursuant to Section 2.11;

(b) Bonds which are deemed paid in accordance with Article X; and

(c) Bonds in lieu of or in substitution for which others have been authenticated and delivered under Section 2.09.

For purposes of approval or consent by the Holders, "outstanding Bonds," "Bonds outstanding" or "outstanding" as applied to Bonds shall not include Bonds owned by or on behalf of the Issuer, the Borrower or an Affiliate (unless all of the outstanding Bonds are so owned).

"Parity Indebtedness" shall mean any indebtedness incurred, assumed or guaranteed by the Borrower that is permitted by Section 9.07 of this Indenture.

"Parity Indebtedness Requirements" means for a specified period:

(i) amounts needed to pay scheduled payments of principal of and premium, if any, on the Parity Indebtedness during such period; and

(ii) amounts needed to pay interest on the Parity Indebtedness payable during such period.

"Participant" means any broker, dealer, bank or other financial institution or other person for which, from time to time, the Securities Depository effectuates book-entry transfers and pledges of securities pursuant to the Book-Entry System.

"Paying Agent" shall mean the Trustee.

"Performance Risk Insurance Policy" means the RES Polyflow Pyrolysis Production Insurance Policy related to the Project and issued by the Performance Risk Insurer.

"Performance Risk Insurer" means Indian Harbor Insurance Company, a Delaware corporation and its permitted successors and assigns.

"Permitted Encumbrances" has the meaning assigned to such term in the Mortgage.

"Person" or words importing persons means firms, associations, partnerships (including without limitation general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Pledge Agreement" means the Membership Interest Pledge Agreement dated as of March 1, 2019 between the Collateral Agent and BME Renewable Polyfuels, LLC.

"Principal Account" means the account of the Bond Fund so designated and established pursuant to Section 5.01(d)(iv) hereof.

"Principal Payment Date" means (a) with respect to the Series 2019 Bonds, March 1 of each year commencing March 1, 2023, and (b) for any Additional Bonds, the dates specified in a Supplemental Indenture.

"Project" means that project described in Exhibits A and B of the Loan Agreement.

"Project Documents" means, collectively, the Plans and Specifications, the Construction Related Contract and amendments thereto, other contract documents and agreements and surety bonds and instruments pertaining to the Project, the Loan Agreement, and the Operating Agreement, including but not limited to the Necessary Project Contracts.

"Project Costs" has the meaning assigned to such term in the Loan Agreement.

"Project Fund" means the fund so designated and established pursuant to Section 5.02 hereof.

"Project Site" has the meaning assigned to such term in the Mortgage.

"Rating Service" means Moody's Investors Service, Inc., if the Bonds are rated by such at the time, Standard & Poor's, if the Bonds are rated by such at the time, Fitch Ratings, Inc., if the Bonds are rated by such at the time, and Kroll Inc., if the Bonds are rated by such at the time,

and their successors and assigns, or if any shall be dissolved or no longer assigning credit ratings to long term debt, then any other nationally recognized entity assigning credit ratings to long term debt designated by the Issuer.

"Rebate Fund" means the fund so designated and established pursuant to Section 5.09 hereof.

"Record Date" means, as the case may be, the applicable Regular or Special Record Date.

"Register" means the books kept and maintained by the Trustee for registration and transfer of Bonds pursuant to Section 2.08 hereof.

"Regular Hedge Payments" means all regularly scheduled payments due under any Secured Hedge Contract from time to time, calculated in accordance with the terms of such Secured Hedge Contract, but excluding any "Settlement Amounts" or Hedge Termination Payments due and payable under such Secured Hedge Contract.

"Regular Record Date" means the 15th day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Repayment Event" means, except in the case of a Commissioning Event (as defined in the Performance Risk Insurance Policy) an event where the amounts in the Debt Service Reserve Fund are fully depleted and sufficient funds for the payment of principal of and interest on the Series 2019 Bonds are not on deposit in the Bond Fund five (5) Business Days prior to an Interest Payment Date or Principal Payment Date. A Repayment Event shall occur with respect to a Commissioning Event upon the Performance Risk Insurer's payment of Loss for such Commissioning Event.

"Secured Hedge Contract" means a Hedge Agreement entered into between the Borrower and one or more Secured Hedge Providers evidenced by the International Swaps and Derivatives Association, Inc. ("ISDA") Master Agreement or other form of agreement mutually acceptable between the Borrower and Secured Hedge Provider. Unless provided otherwise in a Supplemental Indenture, all Borrower obligations under Secured Hedge Contracts, including Regular Hedge Payments and Termination Payments, shall constitute Parity Indebtedness and shall not be subject to the requirements of Section 4.02 or 4.03 of this Indenture.

"Secured Hedge Provider" means (i) J. Aron & Company LLC or (ii) a bank or dealer acting as principal in the relevant derivatives market that: (A) is registered as a "swap dealer" with the U.S. Commodity Futures Trading Commission, or any successor thereto, or otherwise agrees to be responsible for all swap reporting obligations under the U.S. Commodity Exchange Act, as amended, (B) has, as of the date of execution of any Hedge Agreement, a long-term senior unsecured debt rating of at least BBB- by S&P and Baa3 by Moody's and (C) has become party to the Intercreditor Agreement.

"Secured Hedge Provider Provisions" means (i) the definition of "Hedge Agreement," "Hedge Termination Payment," "Regular Hedge Payments," "Secured Hedge Contract" or (ii) any of Section 9.07, Section 11.07, Section 11.08, or the habendum clause of this Indenture.

"Secured Party" has the meaning given to the term "Creditor" in the Intercreditor Agreement.

"Security Agreement" means the Pledge and Security Agreement dated as of March 1, 2019 between the Borrower and the Collateral Agent (for the benefit of the Secured Parties).

"Security Documents" means the Mortgage, the Collateral Assignment, the Direct Agreements, the Security Agreement and the Pledge Agreement and related agreements from the Borrower, RES Polyflow LLC or BME Renewable Polyfuels, LLC in favor of the Collateral Agent for the benefit of the Secured Parties.

"Senior Bonds" means the Series 2019 Bonds and any Additional Bonds issued on parity hereunder and under the other Security Documents.

"Series 2019 Bonds" means the $185,000,000 original aggregate principal amount of the Issuer's Exempt Facility Revenue Bonds, Series 2019 (RES Polyflow Indiana Project) (Green Bonds).

"Series 2019 Note" has the meaning set forth in the Recitals hereto.

"Special Record Date" means, with respect to any Bond, the date established by the Trustee in connection with the payment of overdue interest on that Bond pursuant to Section 2.07 hereof.

"Special Redemption Fund" means the Fund so designated and established in Section 5.13 hereof.

"Sponsor Contingency Account" means the Account so designated and established in Section 5.01(f) hereof.

"State" means the State of Indiana.

"Subordinate Bonds" means any Additional Bonds issued on a basis subordinate in lien and payment priority hereunder and under the other Security Documents to the Senior Bonds.

"Subordinate Debt Service Reserve Account" means any Fund so designated and established in accordance with Section 5.10(b) hereof.

"Subordinate Debt Service Reserve Requirement" means, as of any date of calculation, with respect to the Subordinate Bonds, except as otherwise provided in a Supplemental Indenture authorizing such Subordinate Bonds, an amount equal to the least of (i) 10% of the stated principal amount of the Subordinate Bonds, (ii) the maximum annual principal of and interest on the Subordinate Bonds and (iii) 125% of the average annual principal of and interest on the Subordinate Bonds, provided that the Subordinate Debt Service Reserve Requirement shall not exceed the size limitation provided in Treasury Regulations Section 1.148-2(f)(i).

"Supplemental Indenture" means any indenture supplemental to this Indenture entered into between the Issuer and the Trustee in accordance with Article IX.

"Surplus Fund" means the fund so designated and established pursuant to Section 5.11.

"Tax Distributions" means amounts paid to BME Renewable Polyfuels LLC for distribution to its members to fund the payment of income tax liabilities of its members resulting directly from allocations of net taxable income from the Borrower due to its limited liability company status with income taxing authorities.

"Tax Representation Certificate" means the Tax Representation Certificate of the Borrower dated the Closing Date.

"Tracking Account" means the fund maintained by the Performance Risk Insurer and the Borrower in accordance with the Performance Risk Insurance Policy.

"Transaction Documents" mean the Bond Documents and the Necessary Project Contracts.

"Trustee" means UMB Bank, N.A., until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter, "Trustee" shall mean the successor Trustee.

"Trust Estate" shall have the meaning assigned to such term in the foregoing habendum clause of this Indenture.

"Unassigned Issuer's Rights" has the meaning assigned to such in the Loan Agreement.

"Working Capital Account" means the Working Capital Account of the Master Revenue Fund so designated and established pursuant to Section 5.01(a) hereof.

"Working Capital Requirement" means $3,250,000.

Section 1.02. Interpretation; Time of Day. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder", "hereinafter" and similar terms refer to this Indenture; and the term "hereafter" means after, and the term "heretofore" means before, the Issue Date. Words of any gender include the correlative words of the other genders, unless the context indicates otherwise.

In this Indenture, unless otherwise indicated, all references to particular Articles, Sections or Subsections are references to the Articles, Sections or Subsections of this Indenture.

In this Indenture, all references to any time of the day shall refer to Eastern time, as in effect in the City of Indianapolis, Indiana on such day.

Section 1.03. Captions, Headings and Table of Contents. The captions, headings and table of contents in this Indenture are solely for convenience of reference and in no way define, limit or describe the scope of any Articles, Sections, Subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

ARTICLE II.

AUTHORIZATION AND TERMS OF BONDS

Section 2.01. Amount, Terms and Issuance of Bonds.

(a) Series 2019 Bonds. The Series 2019 Bonds shall, except as provided in Section 2.09, be limited to $185,000,000 in aggregate principal amount and shall contain substantially the terms recited in the form of Series 2019 Bond attached hereto as Exhibit A-1. No Bonds may be issued under this Indenture except in accordance with this Article II and Article IV.

The Issuer may cause a copy of the text of the opinion of Bond Counsel delivered in connection with the issuance of the Bonds to be printed on any of the Bonds. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, "CUSIP" numbers may be printed on the Bonds, but the Trustee shall not be responsible for any such numbers. The Bonds may bear such endorsement or legend as may be required to conform to custom, usage or law with respect thereto.

(b) Conditions to Issuance of Series 2019 Bonds. The Issuer may issue the Series 2019 Bonds upon the execution of this Indenture, and the Trustee shall, at the Issuer's request, upon satisfaction of the conditions set forth in this Section 2.01(b), authenticate and deliver the Bonds. Prior to the authentication and delivery of the Series 2019 Bonds by the Trustee, there shall have been filed with the Trustee each of the following either as an original copy, as the case may be:

(i) the bond resolution authorizing the issuance of the Series 2019 Bonds, certified by an Authorized Representative of the Issuer;

(ii) this Indenture, certified by an Authorized Representative of the Issuer;

(iii) a request by the Issuer to the Trustee to authenticate and deliver the Bonds;

(iv) executed Series 2019 Bonds;

(v) a duly executed Loan Agreement;

(vi) a duly executed Pledge Agreement;

(vii) a duly executed Mortgage;

(viii) duly executed Security Documents and each of the contracts and agreements assigned thereunder and related thereto certified by an Authorized Representative of the Company of;

(ix) duly executed Necessary Project Contracts, certified by an Authorized Representative of the Borrower (provided the Trustee shall have no obligation to determine if it has received all Necessary Project Contracts);

(x) copies of the UCC initial financing statements, if any;

(xi) insurance evidence naming the Trustee/Collateral Agent as additional insured or loss payee;

(xii) final approving opinion of Bond Counsel addressed to the Trustee, duly executed and substantially in the form set forth in the Limited Offering Memorandum.

The Trustee shall be authorized to rely upon the fact of such delivery in authenticating and delivering the Bonds but shall not be required to make any independent investigation of the contents or underlying facts of any such agreements, policies, opinions or other documents.

Section 2.02. Additional Terms of Bonds.

(a) Designation, Denominations and Maturity. The Series 2019 Bonds shall be designated "Indiana Finance Authority Exempt Facility Revenue Bonds, Series 2019 (RES Polyflow Indiana Project) (Green Bonds)." The Series 2019 Bonds shall be issuable only in authorized denominations of $100,000 and any integral multiple of $5,000 in excess of $100,000.

All Series 2019 Bonds shall be dated the date of their authentication. Each Series 2019 Bond shall bear interest from the Interest Payment Date to which interest has accrued and has been paid or duly provided for, if prior to the first Interest Payment Date for the Series 2019 Bonds, from the date of the original issuance of the Series 2019 Bonds, until payment of the principal or redemption price thereof shall have been made or duly provided for in accordance with the provisions of this Indenture, whether upon maturity, redemption or otherwise. No principal shall be due on the Series 2019 Bonds prior to March 1, 2023. Beginning March 1, 2023, principal shall be due (either at maturity or upon redemption by operation of sinking fund payments) on an annual basis, payable on each Principal Payment Date.

The Series 2019 Bonds shall mature on March 1, 2039.

The terms of any Additional Bonds shall be specified in a Supplemental Indenture.

(b) Interest Rates on the Bonds. The Series 2019 Bonds shall bear interest at a rate of 7.00 % per annum. Interest shall be payable on each Interest Payment Date. Interest on the Series 2019 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months. Each Series 2019 Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest, both to be calculated at the rate borne by such Series 2019 Bond on the day before such interest became overdue.

Section 2.03. Registered Bonds Required; Bond Registrar and Bond Register. All Bonds shall be issued in fully registered form. The Bonds shall be registered upon original issuance and upon subsequent transfer or exchange as provided in this Indenture.

The Issuer shall designate one or more persons to act as "Bond Registrar" for the Bonds provided that the Bond Registrar appointed for the Bonds shall be either the Trustee or a person which would meet the requirements for qualification as a successor trustee imposed by Section 8.08. The Issuer hereby appoints the Trustee as Bond Registrar. Any person other than the Trustee undertaking to act as Bond Registrar shall first execute a written agreement, in form satisfactory to the Trustee, to perform the duties of a Bond Registrar under this Indenture, which agreement shall be filed with the Trustee.

The Bond Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Bond Registrar a register (herein sometimes referred to as the "Bond Register") in which, subject to such reasonable regulations as it, the Trustee or the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers of the Bonds. The Issuer shall cause the Bond Registrar to designate, by a written notification to the Trustee, a specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is kept.

The Bond Registrar shall at any time as reasonably requested by the Trustee certify and furnish to the Trustee and any Paying Agent as the Trustee shall specify, the names, addresses, and holdings of Bondholders and any other relevant information reflected in the Bond Register, and the Trustee and any such Paying Agent shall for all purposes be fully entitled to rely upon the information so furnished to them and shall have no liability or responsibility in connection with the preparation thereof.

Section 2.04. Transfer and Exchange. As provided in Section 2.03, the Issuer shall cause a Bond Register to be kept at the designated office of the Bond Registrar. Upon surrender for registration of transfer of any Bond at such office, the Issuer shall execute and the Trustee or its Authenticating Agent shall authenticate and deliver in the name of the transferee or transferees, one or more new fully registered Bonds of the same series of authorized denominations for the aggregate principal amount which the registered owner is entitled to receive.

At the option of the owner, Bonds of a series may be exchanged for other Bonds of the same series of any other authorized denominations, of a like aggregate principal amount, upon surrender of the Bonds to be exchanged at any such office or agency. Whenever any Bonds of a series are so surrendered for exchange, the Issuer shall execute, and the Trustee or the Authenticating Agent shall authenticate and deliver, the Bonds of the same series which the Bondholder making the exchange is entitled to receive.

All Bonds presented for registration of transfer, exchange, redemption or payment (if so required by the Issuer, the Bond Registrar or the Trustee) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the owner or by his attorney duly authorized in writing.

No service charge shall be made to a Bondholder for any exchange or registration of transfer of Bonds, but the Issuer or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

Neither the Issuer nor the Bond Registrar on behalf of the Issuer shall be required (i) to register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing or (ii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

New Bonds delivered upon any registration of transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

Transfers (including transfers of Beneficial Ownership interests) of the Series 2019 Bonds shall be restricted to "Qualified Institutional Buyers" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended.

Section 2.05. Execution. The Bonds shall be executed by the manual or facsimile signature of the Chair or Vice Chair of the Issuer, and the seal of the Issuer or facsimile thereof shall be affixed thereto or printed thereon and attested, manually or by facsimile signature, by the Public Finance Director of the State of Indiana.

Bonds executed as above provided may be issued and shall, upon request of the Issuer, be authenticated by the Trustee or the Authenticating Agent, notwithstanding that any officer signing such Bonds or whose facsimile signature appears thereon shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bond.

Section 2.06. Authentication; Authenticating Agent. No Bond shall be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been duly executed as provided in this Indenture, and such authentication shall be conclusive proof that such Bond has been duly authenticated and delivered under this Indenture and that the owner thereof is entitled to the benefit of the trust hereby created.

If the Bond Registrar is other than the Trustee, the Trustee may appoint the Bond Registrar as an Authenticating Agent with the power to act on the Trustee's behalf and subject to its direction in the authentication and delivery of Bonds in connection with the registration of transfers and exchanges under Section 2.04 hereof, and the authentication and delivery of Bonds by an Authenticating Agent pursuant to this Section shall, for all purposes of this Indenture, be deemed to be the authentication and delivery "by the Trustee." The Trustee shall, however, itself authenticate any Bonds issued in substitution for other Bonds pursuant to Sections 2.09 and 2.10. The Trustee shall be entitled to be reimbursed in accordance with Section 8.03 for payments made to any Authenticating Agent as reasonable compensation for its services.

Any corporation into which any Authenticating Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, consolidation or conversion to which any Authenticating Agent shall be a party, or any Person succeeding to the corporate trust business of any Authenticating Agent, shall be the successor of the Authenticating Agent hereunder, if such successor Person is otherwise eligible as a Bond Registrar under

Section 2.03, without the execution or filing of any further act on the part of the parties hereto or the Authenticating Agent or such successor Person.

Any Authenticating Agent may at any time resign by giving written notice of resignation to the Trustee, the Issuer and the Borrower. The Trustee may at any time terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent, the Issuer and the Borrower. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent shall cease to be eligible under this Section, the Trustee may appoint a successor Authenticating Agent, and shall give written notice of such appointment to the Issuer and the Borrower, and shall mail notice of such appointment to all owners of Bonds as the names and addresses of such owners appear on the Bond Register.

Section 2.07. Payment of Principal and Interest; Interest Rights Preserved. The principal or redemption price of any Bond shall be payable, upon surrender of such Bond, in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, at the Designated Office of the Trustee or any Paying Agent. Interest on any Bond on each Interest Payment Date in respect thereof shall be payable in like coin or currency by check mailed to the address of the person entitled thereto as such address shall appear in the Bond Register as of Regular Record Date for such interest; provided that at the written request of the owner of at least $1,000,000 aggregate principal amount of Bonds received by the Bond Registrar at least one Business Day before the corresponding Regular Record Date, interest accrued on such owner's Bonds will be paid by wire transfer within the United States in immediately available funds to the bank account number of such owner specified in such request and entered by the Bond Registrar on the Bond Register. In the event an Interest Payment Date falls on a day other than a Business Day, the interest due and payable on such Interest Payment Date shall be paid on the next succeeding Business Day, and no interest shall accrue after such nominal date.

Interest on any Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such interest.

Any interest on any Bond which is payable but is not punctually paid or provided for on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the owner of such Bond on the relevant Regular Record Date by virtue of such ownership, and such Defaulted Interest shall be paid to the person in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than 15 nor fewer than 10 days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given to each Bondholder at such Bondholder's address as it appears in the Bond Register, not fewer than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in an Authorized Newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this Section 2.07, each Bond delivered under this Indenture upon registration of transfer of or exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

Section 2.08. Persons Deemed Owners. The Issuer, the Trustee, any Paying Agent, the Bond Registrar and any Authenticating Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing) for the purpose of receiving payment of or on account of the principal of (and premium, if any, on), and (subject to Section 2.07) interest on, such Bond, and for all other purposes, and neither the Issuer, the Trustee, any Paying Agent, the Bond Registrar nor the Authenticating Agent shall be affected by any notice to the contrary. All such payments so made to any such registered owner, or upon such registered owner's order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

Section 2.09. Mutilated, Destroyed, Lost or Stolen Bonds.

(a) If any Bond shall become mutilated, lost, stolen or destroyed, the affected Bondholder shall be entitled to the issuance of a substitute Bond of the same series only as follows:

(1) in the case of a lost, stolen or destroyed Bond, the Bondholder shall (i) provide written notice of the loss, theft or destruction to the Issuer and the Trustee within a reasonable time after the Bondholder receives notice of the loss, theft or destruction, (ii) request the issuance of a substitute Bond and (iii) provide evidence, satisfactory to the Issuer and the Trustee, of the ownership and the loss, theft or destruction of the affected Bond;

(2) in the case of a mutilated Bond, the Bondholder shall surrender the Bond to the Trustee for cancellation; and

(3) in all cases, the Bondholder shall provide indemnity against any and all claims arising out of or otherwise related to the issuance of substitute Bonds pursuant to this Section satisfactory to the Issuer, the Trustee and the Borrower.

Upon compliance with the foregoing, a new Bond of the same series of like tenor and denomination, executed by the Issuer, shall be authenticated by the Trustee and delivered to the Bondholder, all at the expense of the Bondholder to whom the substitute Bond is delivered. Notwithstanding the foregoing, the Trustee shall not be required to authenticate and deliver any substitute Bond for a Bond which has been called for redemption or which has matured or is about to mature and, in any such case, the principal or redemption price and interest then due or becoming due shall be paid in accordance with the terms of the mutilated, lost, stolen or destroyed Bond without substitution therefor.

(b) Every substituted Bond issued pursuant to this Section 2.09 shall constitute an additional contractual obligation of the Issuer and shall be entitled to all the benefits of this

Indenture equally and proportionately with any and all other Bonds duly issued hereunder unless the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Bond alleged to have been destroyed, lost or stolen shall be enforceable by anyone, the Issuer may recover the substitute Bond from the Bondholder to whom it was issued or from anyone taking under the Bondholder except a bona fide purchaser for value without notice.

(c) All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or of investment or other securities without their surrender.

Section 2.10. Temporary Bonds. Pending preparation of definitive Bonds, or by agreement with the purchasers of all Bonds, the Issuer may issue, and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds of substantially the tenor recited above in any denomination authorized under Section 2.02. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds of the same series. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds of the same series.

Section 2.11. Cancellation of Surrendered Bonds. Bonds surrendered to the Trustee acting in its capacity as Bond Registrar, for payment, redemption, transfer or exchange, by the Issuer or by the Borrower for cancellation shall be cancelled by the Trustee.

Section 2.12. Book Entry System for Bonds.

(a) Initially, the Series 2019 Bonds shall be held as book-entry bonds and shall be registered in the name of Cede & Co., as nominee of DTC. The Bonds may be in the form of one fully-registered bond for the aggregate principal amount of the Bonds, which Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Except as provided in paragraph (g) below, all of the Bonds shall be registered in the Register in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Trustee shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee or nominees of DTC. No Person other than DTC or its nominee shall be entitled to receive from the Issuer or the Trustee either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the Register, in connection with discontinuing the book entry system as provided in paragraph (g) below or otherwise.

(b) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in same day funds on the dates provided for such payments under this Indenture. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Issuer or the Trustee with respect to the principal or

redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds Outstanding, the Trustee shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Trustee, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Trustee shall be conclusive as to the amount of the Bonds which have been redeemed.

(c) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, the Issuer and the Trustee may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Indenture, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. Neither the Issuer nor the Trustee shall have any responsibility or obligation, including to any participant in DTC, any Person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other Person which is not shown on the Register as being a Bondholder, with respect to: (1) the Bonds; or (2) the accuracy of any records maintained by DTC or any such participant; or (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (4) any notice which is permitted or required to be given to Bondholders under this Indenture; or (5) the selection by DTC or any such participant of any Person to receive payment in the event of a partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as Bondholder.

(d) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Bondholders under this Indenture shall be given to DTC in accordance with customary procedures of DTC (including electronic transmission).

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to this Indenture by the Issuer or the Trustee with respect to any consent or other action to be taken by Bondholders, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the Issuer or the Trustee may establish a Special Record Date for such consent or other action. The Issuer or the Trustee shall give DTC notice of such Special Record Date not less than 15 calendar days in advance of such Special Record Date to the extent possible.

(f) At or prior to settlement for the Bonds, the Issuer shall execute or signify its approval of a representation letter to DTC in form satisfactory to the Issuer unless the Issuer has executed a blanket issuer letter of representations in favor of DTC. Any successor Trustee shall, in its written acceptance of its duties under this Indenture, agree to take any actions necessary from time to time to comply with the requirements of such representation letter.

(g) The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) DTC determines to resign as securities depository for the

Bonds; or (2) the Issuer determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the Issuer. In either of such events (unless in the case described in clause (2) above, the Issuer appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such Persons, and in such maturities, series and principal amounts, as may be designated in writing by DTC, but without any liability on the part of the Issuer or the Trustee for the accuracy of such designation. Whenever DTC requests the Issuer and the Trustee to do so, the Issuer and the Trustee shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Section 2.13. Subordination of Subordinate Bonds. The Senior Bonds shall be secured by the assignment of and payments made in respect of the Series 2019 Note and additional notes related thereto, which Senior Bonds shall be further secured by the other Collateral on a senior lien basis prior in all respects to the payments made in respect to any Additional Notes related to any Subordinate Bonds. Any Subordinate Bonds shall be secured by the assignment of and payments made in respect of any Additional Notes related thereto, which Subordinate Bonds shall also be further secured by the other Collateral but on a subordinated junior lien basis in all respects to the payment of the Series 2019 Note related to the Series 2019 Bonds.

(End of Article II)

ARTICLE III.

REDEMPTION OF BONDS

Section 3.01. Redemption Dates and Prices. The Series 2019 Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III. Payments of the redemption price of any Series 2019 Bond shall be made in immediately available funds on the redemption date only upon the surrender to the Trustee or any Paying Agent of any Series 2019 Bond so redeemed. Any Additional Bonds may be made subject to redemption at the times and at the prices set forth in the Supplemental Indenture to which such Additional Bonds relate.

(a) Optional Redemption of Series 2019 Bonds. The Series 2019 Bonds shall be subject to redemption in whole or in part at any time on or after March 1, 2026 by the Issuer, upon the written direction of the Borrower, at the redemption prices (expressed as a percentage of the principal amount thereof) shown below, plus interest accrued to the redemption date.

Redemption Date	Redemption Price
March 1, 2026 through February 28, 2027	103%
March 1, 2027 through February 29, 2028	102%
March 1, 2028 through February 28, 2029	101%
March 1, 2029 and thereafter	100%

(b) Sinking Fund Redemption of Series 2019 Bonds.

(i) The Series 2019 Bonds are subject to mandatory sinking fund redemption at a redemption price equal to the outstanding principal amount thereof plus accrued interest to the redemption date. As and for a sinking fund for the redemption of Series 2019 Bonds, the Borrower shall cause to be deposited into the Bond Fund a sum which is sufficient to redeem on March 1 of each of the following years (after credit as provided below) the following principal amounts of Series 2019 Bonds, plus accrued interest to the redemption date:

Year (March 1)	Amount
2023	$6,000,000
2024	6,400,000
2025	6,900,000
2026	7,300,000
2027	7,900,000
2028	8,400,000
2029	9,000,000
2030	9,600,000
2031	10,300,000
2032	11,000,000
2033	11,800,000

2034	12,600,000
2035	13,500,000
2036	14,500,000
2037	15,500,000
2038	16,600,000
2039*	17,700,000

* maturity

(ii) On or before the thirtieth day prior to each sinking fund payment date, the Trustee shall proceed to select for redemption (on a pro rata basis from each Holder of Series 2019 Bonds of like maturity or on such other basis according to DTC procedures) from all Series 2019 Bonds outstanding, a principal amount of such Series 2019 Bonds equal to the aggregate principal amount of such Series 2019 Bonds redeemable in satisfaction of the required sinking fund payment, and shall call such Series 2019 Bonds or portions thereof ($100,000 or $5,000 integral multiples in excess thereof) for redemption on the next March 1, and give notice of such call to the Holders thereof. At the option of the Borrower to be exercised by delivery of a written certificate to the Trustee on or before the forty fifth day next preceding any such redemption date, it may (i) deliver to the Trustee for cancellation Series 2019 Bonds or portions thereof in an aggregate principal amount desired by the Borrower or (ii) specify a principal amount of Series 2019 Bonds or portions thereof maturing, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Trustee at the request of the Issuer and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Series 2019 Bond or portion thereof so delivered or previously redeemed shall be credited by the Trustee at 100% of the principal amount thereof against the obligation to redeem Series 2019 Bonds in satisfaction of any subsequent sinking fund installment on the next succeeding or any other sinking fund redemption date designated in writing by the Borrower. Any excess shall be credited against the next sinking fund redemption obligation to redeem Series 2019 Bonds. In the event that the Borrower shall avail itself of the provisions of clause (i) of the second sentence of this paragraph, the certificate required by the second sentence of this paragraph shall be accompanied by the Series 2019 Bonds or portions thereof to be canceled.

(c) Special Mandatory Redemption. The Series 2019 Bonds shall be subject to special mandatory redemption in whole (or in part, if such partial redemption will preserve the excludability from gross income for federal income tax purposes of interest on the Series 2019 Bonds remaining outstanding after such redemption) at any time at a redemption price equal to 105% of the outstanding principal amount thereof, plus interest accrued to the redemption date, if a "final determination" is made that the interest paid or payable on any Series 2019 Bond to other than a "substantial user" of the Project or a "related person" (within the meaning of Section 147(a) of the Code) is or was includable in the gross income of the owner thereof for federal income tax purposes under the Code as a result of the failure by the Borrower to observe or perform any covenant, condition or warranty on its part to be observed or performed under the Loan Agreement or the inaccuracy of any representation or warranty by the Borrower under the Loan Agreement. A "final determination" shall be deemed to have been made upon the issuance of a published or private ruling, technical advice or determination by the Internal Revenue

Service or a judicial decision in a proceeding by any court of competent jurisdiction in the United States (from which ruling, advice, or decision no further right of appeal exists), in all cases in which the Borrower, at its expense, has participated or been a party or has been given the opportunity to contest the same or to participate or be a party or the receipt by the Trustee and the Issuer of an opinion of Bond Counsel obtained by the Borrower and rendered at the request of the Borrower to the effect that the interest paid or to be paid on the Series 2019 Bonds is or will be includable for federal income tax purposes in the gross income of the owner thereof or would be so includable but for a redemption or other payment of all or part of the Series 2019 Bonds. The Borrower shall provide the Trustee and the Issuer prompt notice of such or final determination. Any special mandatory redemption shall be made not more than 180 days from the time of such final decree, judgment or action.

If the Trustee receives written notice from any Bondholder stating to the effect that (i) the beneficial owner has been notified in writing by the Internal Revenue Service that it proposes to include the interest on any Series 2019 Bond in the gross income of such Bondholder, which the Bondholder determines is for any of the reasons described in this Section 3.01(c) or any other proceeding has been instituted against such Bondholder which may lead to a final determination as described in this Section 3.01(d), and (ii) such Bondholder will afford the Borrower the opportunity to contest the same, either directly or in the name of the Bondholder, and until a conclusion of any appellate review, if sought, then the Trustee shall promptly give notice thereof to the Borrower and the Issuer and to the owner of each Series 2019 Bond then outstanding. The Trustee shall thereafter provide notice of any similar requests or notices it may have received from other Bondholders. If a final determination thereafter occurs, the Borrower shall direct the Trustee to redeem the appropriate amount of Series 2019 Bonds in order to preserve the tax-exempt status of the Series 2019 Bonds or fully redeem the Series 2019 Bonds, the redemption date to be no later than the date specified in this Section. In taking any action or making any determination under this subsection, the Trustee may rely on an opinion of Counsel.

(d) Mandatory Redemption from Excess Proceeds. Subject to Section 3.4 of the Loan Agreement, the Series 2019 Bonds shall be subject to mandatory redemption, in whole or in part, at a redemption price equal to 100% of the outstanding principal amount thereof, plus interest accrued to the redemption date, without premium, from amounts remaining on deposit in the Project Fund after the filing of the certificate of the Authorized Representative of the Borrower required by Section 3.5 of the Loan Agreement and only if the Debt Service Reserve Fund is then funded at the Debt Service Reserve Requirement. Such redemption shall occur on any Business Day as soon as practicable and in compliance with Section 3.04 hereof. The Series 2019 Bonds to be redeemed shall be redeemed in such a manner that does not extend the weighted average maturity of the Series 2019 Bonds beyond the applicable limit provided in Section 147(b) of the Code, as evidenced in writing to the Issuer and Trustee by an independent accountant or Bond Counsel.

(e) Extraordinary Mandatory Redemption. The Series 2019 Bonds shall be subject to extraordinary mandatory redemption in whole or in part, at a redemption price equal to 100% of the outstanding principal amount thereof, plus interest accrued to the redemption date without premium, if the Performance Risk Insurer shall determine to make payment for a One Time Payment Option, a Single RESP Line Payment Option or a Commissioning Event (each as defined in the Performance Risk Insurance Policy). In the case of a Single RESP Line Payment

Option, amounts remaining on deposit in the Project Fund shall be deposited to the Special Redemption Fund created pursuant to Section 5.13 hereof. Such redemption shall occur on any Business Day as soon as practicable and in compliance with Section 3.04 hereof.

(f) Extraordinary Optional Redemption. The Series 2019 Bonds shall be subject to optional redemption by the Issuer at the written direction of the Borrower prior to their scheduled maturities, in whole or in part at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, without premium, on any date following the occurrence of any damage or destruction to, or condemnation of, any property, plant, and equipment of the Borrower constituting the Project and the Borrower, in accordance in the Loan Agreement, has determined not to use such net proceeds or award to repair, rebuild or replace such property, plant, and equipment of the Project. Such net proceeds of insurance or condemnation award shall be deposited to the Special Redemption Fund created pursuant to Section 5.13 hereof. Such redemption shall occur on any Business Day as soon as practicable and in compliance with Section 3.04 hereof.

(g) Mandatory Redemption from Disposition Proceeds of Unused Portion of Project. The Series 2019 Bonds shall be subject to mandatory redemption in part at a redemption price equal to 105% of the outstanding principal amount thereof plus accrued interest to the redemption date, from proceeds of the disposition of a portion of the Project Site in the event that the Borrower exercises its option to dispose of a portion of the Project Site pursuant to Section 5.1(b) of the Loan Agreement. Such redemption shall occur on any Business Day as soon as practicable and in compliance with Section 3.04 hereof.

(h) Mandatory Redemption from Disposition Proceeds of Collateral. The Bonds shall be subject to mandatory redemption in whole or in part at a redemption price equal to 105% of the outstanding principal amount thereof plus accrued interest to the redemption date, from proceeds of the disposition of the Project or any portion thereof pursuant to Section 5.25 of the Loan Agreement. Such net asset sale proceeds shall be deposited to the Special Redemption Fund created pursuant to Section 5.13 hereof. Such redemption shall occur on any Business Day as soon as practicable and in compliance with Section 3.04 hereof.

Section 3.02. Borrower Direction of Optional Redemption. The Issuer shall direct the Trustee to call Bonds for optional redemption when and only when it shall have been notified by the Borrower to do so. Notice of any optional redemption shall specify the principal amount of Bonds to be redeemed and the redemption date. The Borrower will give the notice to the Trustee at least 15 days prior to the day on which the Trustee is required to give notice of such optional redemption to the Bondholders.

Section 3.03. Selection of Bonds to be Called for Redemption. Except as otherwise provided herein, in Section 3.01(b) and Section 3.01(c) hereof or in the Bonds, if less than all of any maturity of a series of Bonds is to be redeemed, the particular Bonds of such maturity to be called for redemption shall be selected by lot or such other basis according to DTC procedures. The Trustee shall treat any Bond of a denomination greater than $100,000 as representing that number of separate Bonds each of the denomination of $100,000 as can be obtained by dividing the actual principal amount of such Bond by $100,000.

Section 3.04. Notice of Redemption.

(a) When required to redeem Bonds under any provision of this Article III, or when directed to do so by the Issuer, the Trustee shall cause notice of the redemption to be given to all registered owners of Bonds to be redeemed at their registered addresses not more than 60 days and not fewer than 30 days prior to the redemption date. Failure to mail any such notice or defect in the mailing thereof in respect of any Bond shall not affect the validity of the redemption of any other Bond. Notices of such redemptions shall also be sent to all registered securities depositories then in the business (such depositories being, as of the date hereof, The Depository Trust Company) in accordance with their procedures and to anyone or more of the following services selected by the Borrower in its sole discretion, Financial Information, Inc.'s Financial Daily Called Bond Service, Interactive Data Corporation's Bond Service, Kenny Information Services Called Bond Service, and The Bond Buyer. Any such notice shall be given in the name of the Issuer, shall identify the series of Bonds to be redeemed (and, in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price and when any interest accrued to the redemption date will be payable, and shall state that on the redemption date the redemption price of the Bonds called for redemption will be payable at the Designated Office of the Trustee and/or the office of one or more Paying Agents and from that date interest will cease to accrue. The Trustee may use "CUSIP" numbers in notices of redemption as a convenience to Bondholders, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established under this Indenture. Failure to mail any such notice or defect in the mailing thereof in respect of any Bond shall not affect the validity of the redemption of any other Bond. In addition, the Trustee shall at all reasonable times make available to any interested party complete information as to Bonds which have been redeemed or called for redemption.

(b) If at the time of mailing of notice of any optional redemption in connection with a refunding of the Bonds the Issuer shall not have deposited with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional in that it is subject to the deposit of proceeds sufficient to redeem the Bonds on or before the date of redemption with the Trustee not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Section 3.05. Bonds Redeemed in Part. Any Bond of a series which is to be redeemed only in part shall be surrendered at a place stated for the surrender of Bonds called for redemption in the notice provided for in Section 3.04 (with due endorsement by, or a written instrument of transfer in form satisfactory to the Trustee duly executed by, the owner thereof or such owner's attorney duly authorized in writing) and the Issuer shall execute and the Trustee shall authenticate and deliver to the owner of such Bond without service charge, a new Bond or Bonds of the same series, maturity and interest rate, of any authorized denomination as requested by such owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Section 3.06. Redemption Provisions for Additional Bonds. Redemption provisions related to Additional Bonds shall be provided in the Supplemental Indenture authorizing such Additional Bonds.

Section 3.07. Redemption during Event of Default. Notwithstanding anything herein to the contrary, including this Article III, any redemption of Bonds that occurs during an Event of Default shall be subject to and paid in accordance with Section 7.06.

(End of Article III)

ARTICLE IV.

ADDITIONAL BONDS

Section 4.01. Additional Bonds. The Issuer reserves the right to issue one or more series of Additional Bonds payable from and secured by a lien and security interest on the Trust Estate on parity or on a subordinate basis with any Series 2019 Bonds, if and only if such issuance is for the purposes and meets the requirements set forth in this Article IV.

Section 4.02. Additional Bonds for Refunding. Additional Bonds may be issued for the redemption (in whole or in part) of Bonds or Parity Indebtedness. An Authorized Representative of the Borrower shall deliver a certificate to the Issuer and the Trustee certifying that, following such redemption, the combined aggregate Debt Service Requirements for the Bonds and Parity Indebtedness Requirements shall be less than or equal to the combined aggregate Debt Service Requirements for the Bonds outstanding and Parity Indebtedness Requirements prior to the issuance of such Additional Bonds and redemption of Bonds.

Section 4.03. Additional Bonds for Project Costs. (a) Additional Bonds may also be issued with the consent of the Performance Risk Insurer, if any, provided that the proceeds of such Additional Bonds are to be applied to Project Costs if (1) the Borrower shall deliver to the Trustee and the Issuer an agreed upon procedures report of an independent certified public accountant certifying that Net Revenues for either (i) the most recent Fiscal Year for which audited financial statements are available or (ii) the most recent 12-month period for which unaudited financial statements are available, were at least equal to 1.50 times the Debt Service Requirements and the Parity Indebtedness Requirements in any subsequent Fiscal Year (after including the Debt Service Requirements for the series of Additional Bonds to be issued) or (2) as determined in a certificate of the Borrower delivered to the Trustee, the Net Revenues for the most recent Fiscal Year for which audited financial statements are available or the most recent 12-month period for which unaudited financial statements are available, after adjusting Net Revenues as described in the paragraph below, were at least equal to 2.0 times the Debt Service Requirements and the Parity Indebtedness Requirements in any subsequent Fiscal Year (after including the Debt Service Requirements for the series of Additional Bonds to be issued.) The result of the calculations described in this Section 4.03 shall hereinafter be referred to as "Debt Service Coverage."

(b) In any calculation of the Debt Service Coverage as provided in Section 4.03(a)(2), the amount of Net Revenues may be increased by the amount estimated by the Borrower and by an independent public accountant or independent licensed professional engineer, that are estimated to result from (i) any expansions, betterments or improvements to the Project, including expansions, betterments or improvements to the Project being financed, in whole or in part, with proceeds of such proposed Additional Bonds (or Parity Indebtedness), and including any expansions, betterments or improvements to the Project placed into use subsequent to the commencement of the periods described in Section 4.03(a) and prior to the date of issuance of the proposed Additional Bonds (or Parity Indebtedness), and (ii) any change in any schedule of rates, fees and charges for output of the Project, based on the Net Revenues during such next preceding Fiscal Year or 12-month period as if such increased output of the Project from such

expansions, betterments or improvements or modified schedule of rates, fees and charges shall have been in effect during the entire next preceding Fiscal Year or 12-month period.

(c) Parity Indebtedness (other than Secured Hedge Contracts) may be issued for the same purposes and on the same basis as Additional Bonds as provided in Section 9.07 hereof.

Section 4.04. Consent to Additional Bonds. As a means separate and apart from the conditions to issuance described in Section 4.02 and Section 4.03 above, Additional Bonds may also be issued with the consent of the Holders of two-thirds in aggregate principal amount of the Bonds then outstanding and the Performance Risk Insurer, if any, without meeting the requirements of Section 4.02 or 4.03. Consent of the Holders of Parity Indebtedness shall not be required for issuance of Additional Bonds under this Section 4.04 hereof.

Section 4.05. Notice to Holders of Bonds and Parity Indebtedness and Engineering Technical Report. Prior to the issuance of Additional Bonds or Parity Indebtedness for Project Costs, the Borrower shall provide notice of the intent to issue Additional Bonds or Parity Indebtedness to the Holders of the outstanding Bonds and Parity Indebtedness by posting, or causing the Trustee to post, a notice on the Electronic Municipal Market Access facility at http://www.emma.msrb.org ("EMMA") with a reference to the CUSIP numbers for the outstanding Bonds and Parity Indebtedness, if any. Such notice shall provide that a technical report is required to be delivered under the circumstances described below. A technical report of an independent licensed professional engineer or other independent professional satisfactory to the Borrower (in its sole discretion) with respect to the Project Costs proposed to be financed with proceeds of the Additional Bonds or Parity Indebtedness must be submitted to the Holders of outstanding Bonds and Parity Indebtedness if, within forty-five (45) days of the posting of the notice provided for in the previous sentence, the Holders of not less than 25% in aggregate principal amount of the Bonds and Parity Indebtedness then outstanding request that the Borrower obtain such technical report. For purposes of providing the notice described above and delivering such report upon request of the Holders of the Bonds, the Trustee and the Borrower shall treat DTC as the sole Registered Owner of the Bonds as provided in Section 2.12(c) and Section 2.12(d) hereof. This Section 4.05 shall not apply to Parity Indebtedness arising under Secured Hedge Contracts.

Section 4.06. Additional Bonds Constituting Subordinate Bonds. Additional Bonds may also be issued, without the consent of the Performance Risk Insurer, if any, as permitted by Section 5.14(f) of Loan Agreement and this Article IV on a basis subordinate in right of payment to any Series 2019 Bonds without the consent of the Performance Risk Insurer. Prior to the issuance of any Subordinate Bonds, the Trustee shall receive evidence that (a) the Intercreditor Agreement and, to the extent the Secured Parties deem (acting in their reasonable discretion) applicable, the Security Documents, have been amended, and (b) any new collateral documents that the Secured Parties deem (acting in their reasonable discretion) applicable in order to secure the Subordinate Bonds have been entered into, in each case in form and substance reasonably satisfactory to the Trustee (acting at the direction of the Majority of Outstanding Bondholders) and each Secured Hedge Provider, to reflect that the holders of the Subordinate Bonds are subordinated to the Senior Bond obligations and all obligations arising under all Secured Hedge Contracts in priority of payment and with respect to the liens securing the Subordinate Bond obligations and related matters.

Section 4.07. Additional Bonds to Complete the Project. Additional Bonds may also be issued as Senior Bonds without the consent of the Performance Risk Insurer provided that (a) the proceeds of such Additional Bonds are to be applied to Project Costs to complete construction of the Project after all of the proceeds of the Series 2019 Bonds and monies in the Equity Account have been expended and (b) the aggregate principal amount of such series of Additional Bonds does not exceed ten percent (10%) of the then current outstanding aggregate principal amount of the Series 2019 Bonds, (c) the Borrower has provided a certificate of the Independent Engineer to the effect that the issuance of such series of Additional Bonds is necessary and sufficient for the completion of the construction of the Project and (d) the Borrower has provided a payment to the Performance Risk Insurer in the amount of 4% of the principal amount of such series of Additional Bonds.

ARTICLE V.

FUNDS

Section 5.01. Creation of Master Revenue Fund. (a) There is hereby established with the Trustee a trust fund designated the "Master Revenue Fund" and a "General Account" therein to receive all Gross Revenues of the Borrower. There is also created a "Working Capital Account" of the Master Revenue Fund for application to Operation and Maintenance Expenses of the Borrower and, if necessary as provided in Section 5.10(a) hereof, for payment of Debt Service Requirements. There is also created a "Sponsor Contingency Account" of the Master Revenue Fund which shall be held and maintained in accordance with Section 5.01(f) hereof. There is also created a "Maintenance Reserve Account" of the Master Revenue Fund which shall be held and maintained in accordance with Section 5.01(g) hereof.

(b) Gross Revenues of the Borrower shall be paid directly to the Trustee and, except as otherwise specifically directed under the terms of this Indenture, deposited upon receipt in the General Account of the Master Revenue Fund. If the Issuer receives any payments pursuant to the Loan Agreement (other than payments to the Issuer in accordance with Section 4.4, 5.10 or 7.4 thereof), the Issuer shall immediately pay over the same to the Trustee to be held or otherwise applied pursuant to this Indenture. Except as otherwise specifically directed under the terms of this Indenture, all moneys received by the Trustee shall be deposited into the General Account of the Master Revenue Fund.

(c) On the date of the issuance of the Series 2019 Bonds, $3,250,000 shall be deposited to the Working Capital Account of the Master Revenue Fund from sources other than the proceeds of the Series 2019 Bonds. The Borrower may provide the Trustee with additional moneys not constituting Gross Revenues of the Borrower from time to time and direct the Trustee to deposit such amounts in the Working Capital Account. Amounts held in the Working Capital Account shall not exceed the Working Capital Requirement and shall be at least equal to the Working Capital Requirement except as it may be drawn upon as set forth herein. At any time the amounts in the Bond Fund are insufficient to pay amounts due in accordance with Section 5.09 or amounts are insufficient to pay Regular Hedge Payments and Hedge Termination Payments, the Trustee shall first draw on the Working Capital Account for such payments. Five Business Days before each Interest Payment Date or Principal Payment Date after the earlier of (i) the Completion Date and (ii) June 1, 2021, the Trustee shall determine if the Interest Account and the Principal Account of the Bond Fund have been funded as required by Section 5.01(d)(iii), (iv), (vi) and (vii) hereof. If such deficiency then exists or if, at any time, the Trustee is notified in writing by the Borrower as to a payment deficiency of any Regular Hedge Payments or Hedge Termination Payments, the Trustee shall transfer from the Working Capital Account (A) first, pro rata, to the Interest Account or the Principal Account and to the applicable Secured Hedge Provider an amount sufficient to satisfy such deficiency, or the entire balance then to the credit of the Working Capital Account if the amount on deposit in the Working Capital Account is less than the required amount for the Senior Bonds or Regular Hedge Payments or Hedge Termination Payments due; and Providers and (B) second to the Interest Account or the Principal Account an amount sufficient to satisfy such deficiency for the Subordinate Bonds or the entire balance then to the credit of the Working Capital Account if less than the required amount for the Subordinate Bonds. Except as required for Debt Service

Payments on the Senior Bonds, Subordinate Bonds and for payment of Regular Hedge Payments or Hedge Termination Payments, moneys in the Working Capital Account of the Master Revenue Fund shall be used only for Operation and Maintenance Expenses of the Borrower and shall be disbursed to the Borrower or its nominee designated in writing to the Trustee in accordance with a written request from the Borrower in the form attached hereto as Exhibit B. The Trustee shall cause to be kept and maintained adequate records pertaining to the Working Capital Account of the Master Revenue Fund and all deposits thereto and disbursements therefrom.

(d) Moneys on deposit in the General Account of the Master Revenue Fund and any contribution to the Borrower pursuant to Section 5.12 hereof transferred to the Trustee shall be disbursed (x) on the first Business Day of each month or (y) in respect of transfers relating to Secured Hedge Contracts as specified in clause (iii) below, on any Business Day on which any of the amounts described in such clauses are due and payable, in each case in the following order of priority, after the payment to the Trustee of its Ordinary Expenses, any Extraordinary Expenses and any indemnities then due and to the Collateral Agent all fees, reasonable charges and expenses and any indemnities then due:

(i) To the Borrower or its nominee designated in writing to the Trustee, (A) an amount requested in writing by the Borrower which the Independent Engineer (or, if no Independent Engineer is retained at the time, the Borrower) determines shall not exceed 110% of the amount specified by the Borrower for such month's Operation and Maintenance Expenses in the Operating Budget submitted to the Trustee on or before January 1 of each year and (B) the amounts requested in writing by the Borrower and consented to in writing by the Independent Engineer that are determined to be in excess thereof in addition to any amounts deposited by the Performance Risk Insurer pursuant to Section VII(4) of the Performance Risk Insurance Policy after the Commissioning Date;

(ii) To the Rebate Fund, the amount necessary to satisfy any liability owed under Code Section 148(f);

(iii) Pro rata (A) to the payment of interest on Parity Indebtedness other than as described in clause (B) below due and/or payable in such month (as certified in writing to the Trustee by the Borrower) (B) to the payment of Regular Hedge Payments and any interest owing thereon then due and payable or scheduled to become due and payable prior to the next monthly distribution date (as certified in writing to the Trustee by the Borrower) and (C) to the Interest Account, beginning on the earlier of (1) the Completion Date and (2) June 1, 2021, an amount equal to 1/6 of the amount of interest due on the Senior Bonds on the next Interest Payment Date (or, as of the first Business Day of the month immediately prior to the next Interest Payment Date, such other pro rata amount as to assure that on the next Interest Payment Date sufficient funds are on deposit to make the payment then due); *provided however*, that if an amount less than 1/6 of the amount of interest due on the Senior Bonds on the next Interest Payment Date is not deposited to the Interest Account, such failure shall not constitute a default or an Event of Default hereunder unless beginning on May 25, 2021 and on the fourth (4th) Business Day prior to each Interest Payment Date thereafter, the total amount of interest due on the Senior

Bonds on the such next applicable Interest Payment Date is not on deposit in the Interest Account;

(iv) Pro rata, (A) to the payment of principal of Parity Indebtedness due and/or payable in such month, (B) to Hedge Termination Payments then due and payable or scheduled to become due and payable prior to the next monthly distribution date and (C) to the Principal Account, beginning March 1, 2022 an amount equal to 1/12 of the amount of principal due on the Senior Bonds on the next Principal Payment Date (or, as of the first Business Day of the month immediately prior to the next Principal Payment Date, such other pro rata amount as to assure that on the next Principal Payment Date sufficient funds are on deposit to make the payment then due); *provided however*, that if an amount less than 1/12 of the amount of principal due on the Senior Bonds on the next Principal Payment Date is not deposited to the Principal Account, such failure shall not constitute a default or an Event of Default hereunder unless beginning on February 23, 2023 and on each fourth (4th) Business Day prior to each Principal Payment Date thereafter, the total amount of principal due on the Senior Bonds on such next applicable Principal Payment Date is not on deposit in the Principal Account;

(v) To the Debt Service Reserve Fund, an amount necessary to cause the balance in the Debt Service Reserve Fund to equal the Debt Service Reserve Requirement;

(vi) To the Working Capital Account of the Master Revenue Fund, an amount necessary to cause the balance in the Working Capital Account to equal the Working Capital Requirement;

(vii) To the Maintenance Reserve Account of the Master Revenue Fund, an amount necessary to cause the balance in the Maintenance Reserve Account to equal the Maintenance Reserve Requirement;

(viii) To the Interest Account, an amount equal to 1/6 of the amount of interest due on the Subordinate Bonds on the next Interest Payment Date (or, as of the first Business Day of the month immediately prior to the next Interest Payment Date) such other pro rata amount as to assure that on the next Interest Payment Date sufficient funds are on deposit to make the payment then due); *provided however*, that if an amount less than 1/6 of the amount of interest due on the Subordinate Bonds on the next Interest Payment Date is not deposited to the Interest Account, such failure shall not constitute a default or an Event of Default hereunder unless beginning on the fourth (4th) Business Day prior to each Interest Payment Date thereafter, the total amount of interest due on the Subordinate Bonds on the such next applicable Interest Payment Date is not on deposit in the Interest Account;

(ix) To the Principal Account, an amount equal to 1/12 of the amount of principal due on the Subordinate Bonds on the next Principal Payment Date (or, as of the first Business Day of the month immediately prior to the next Principal Payment Date, such other pro rata amount as to assure that on the next Principal Payment Date sufficient funds are on deposit to make the payment then due); *provided however*, that if an amount

less than 1/12 of the amount of principal due on the Subordinate Bonds on the next Principal Payment Date is not deposited to the Principal Account, such failure shall not constitute a default or an Event of Default hereunder unless on each fourth (4th) Business Day prior to each Principal Payment Date thereafter, the total amount of principal due on the Subordinate Bonds on such next applicable Principal Payment Date is not on deposit in the Principal Account;

(x) to the Subordinate Debt Service Reserve Account, an amount necessary to cause the balance in the Subordinate Debt Service Reserve Fund to equal the Subordinate Debt Service Reserve Requirement;

(xi) If the Performance Risk Insurer notifies the Trustee in writing that the Tracking Account has a positive balance, to the Performance Risk Insurer the amount requested in writing by the Performance Risk Insurer in satisfaction of such amount;

(xii) As directed in writing by the Borrower, to the payment of Permitted Indebtedness other than the Bonds, the Note and Parity Indebtedness paid from the Master Revenue Fund;

(xiii) To the Surplus Fund, all remaining amounts (excluding amounts designated by the Borrower in writing for the payment of Tax Distributions), if any; and

(xiv) To BME Renewable Polyfuels LLC, amounts designated in a written direction of the Borrower to the Trustee for the payment of Tax Distributions.

(e) [RESERVED]

(f) There is also hereby established a "Sponsor Contingency Account" within the Master Revenue Fund. On the date of issuance of the Series 2019 Bonds, 6,500,000 of moneys from sources other than the proceeds of the Series 2019 Bonds shall be deposited to the Sponsor Contingency Account. Subject to Section 2.3 of the Loan Agreement, monies on deposit in the Sponsor Contingency Account shall be disbursed and applied as directed in writing by the Borrower or the Performance Risk Insurer and in either case consented to in writing by the Independent Engineer. After the Trustee receives written notice from the Borrower, the Performance Risk Insurer or the Design Builder of the occurrence of the Commissioning Date (as defined in the Performance Risk Insurance Policy), any unused amounts of the Sponsor Contingency Account, net of any amounts the Borrower directs the Trustee in writing to disburse to the Design Builder as funds refundable to the Design Builder under the Design Build Contract, will be deposited initially into the Maintenance Reserve Fund in an amount up to $750,000, and any remaining amounts will be deposited into the Reserve Fund.

(g) There is also established a "Maintenance Reserve Account" within the Master Revenue Fund, into which funds will be deposited in accordance with Section 5.01(d)(x). The Trustee is authorized to accept any other moneys from the Borrower not constituting Gross Revenues for deposit therein accompanied by its written instructions to the Trustee as to the making of such deposit. If at any time the balance in the Maintenance Reserve Fund exceeds the Maintenance Reserve Requirement, additional deposits shall not be required to be made by the

Borrower therein. Five Business Days before each Interest Payment Date after the earlier of (i) the Completion Date and (ii) June 1, 2021, the Trustee shall determine whether any deficiency exists in the Interest Account and the Principal Account of the Bond Fund, after taking into account any prior transfers on such dates from the Working Capital Account. If such deficiency then exists or if, at any time, the Trustee is notified in writing by the Borrower as to a payment deficiency of any Regular Hedge Payments or Hedge Termination Payments, the Trustee shall transfer from the Maintenance Reserve Account (A) first pro rata, to the Interest Account or the Principal Account and to the applicable Secured Hedge Provider an amount sufficient to satisfy such deficiency or the entire balance then to the credit of the Maintenance Reserve Account if the amount on deposit in the Maintenance Reserve Account is less than the required amount for the Senior Bonds and for Regular Hedge Payments or a Hedge Termination Payments and (B) second to the Interest Account or the Principal Account an amount sufficient to satisfy such deficiency for the Subordinate Bonds or the entire balance then to the credit of the Maintenance Reserve Account if less than the required amount for the Subordinate Bonds. Except as required for Debt Service Payments on the Senior Bonds and for payment of Regular Hedge Payments or Hedge Termination payments, monies on deposit in the Maintenance Reserve Account shall be disbursed in accordance with a written request from the Borrower in the form attached as Exhibit C hereto. The Trustee shall cause to be kept and maintained adequate records pertaining to the Maintenance Reserve Account of the Master Revenue Fund and all deposits thereto and disbursements therefrom.

Section 5.02. Creation of Project Fund. (a) There is hereby established with the Trustee a trust fund designated "Project Fund" and within the Project Fund, a "Capitalized Interest Account" for the payment of capitalized interest, a "General Account" and an "Equity Account" for the payment of Project Costs, a "Cost of Issuance Account" (with an Equity Costs of Issuance Subaccount and a Bond Costs of Issuance Subaccount therein) for the payment of costs of issuance of the Series 2019 Bonds, a "Design Build Escrow Account" which shall be held and maintained in accordance with Section 5.02(g) hereof, and an "Insurance Proceeds Account" for the receipt of proceeds due to a Repayment Event. $178,890,523 (representing the aggregate principal amount of the Series 2019 Bonds less the original issue discount in the amount of $2,458,650 minus a portion of an underwriter's discount in the amount of $3,650,827) of the proceeds of the sale of the Series 2019 Bonds shall be deposited by the Trustee in (1) the Debt Service Reserve Fund in an amount equal to the Debt Service Reserve Requirement pursuant to Section 5.10 herein ($18,500,000), (2) the General Account ($133,465,542.27) and (3) the Capitalized Interest Account ($26,924,980.73). The Borrower shall deposit or cause to be deposited to the credit of the Equity Costs of Issuance Subaccount of the Costs of Issuance Account the sum of $11,031,173.00. Any amounts paid by the Performance Risk Insurer pursuant to Section VII(4) of the Performance Insurance Policy prior to the Commissioning Date shall be deposited to the Project Fund. The Trustee shall maintain a record of the income on investments and interest earned on amounts held in the Project Fund and on proceeds of Bonds held in respect of accrued or capitalized interest held by the Trustee as provided herein. Subject to the provisions of Section 5.09, such income or interest may be expended at any time or from time to time to pay the Project Costs in the same manner as the proceeds of Bonds deposited in the Project Fund are expended.

Pending disbursement pursuant to Section 3.3 of the Loan Agreement, the moneys and Eligible Investments to the credit of the Project Fund shall be held as security for the outstanding Bonds and the Parity Indebtedness.

(b) On each Interest Payment Date through and including September 1, 2021, prior to applying amounts received from the Borrower for the payment of interest on the Series 2019 Bonds, the Trustee shall transfer any amounts held in the Capitalized Interest Account into the Interest Account of the Bond Fund in an amount, together with the amount then on deposit in the Interest Account of the Bond Fund, necessary to pay interest due and payable on the Series 2019 Bonds due on such Interest Payment Date.

(c) Upon the occurrence and during the continuation of any Repayment Event, the Performance Risk Insurer shall deposit the amounts payable under the Performance Risk Insurance Policy to the Insurance Proceeds Account and the Trustee shall transfer such amounts as received to the Bond Fund to make payments of principal of and interest on the Series 2019 Bonds as required on each Interest Payment Date and Principal Payment Date..

(d) Moneys in the General Account of the Project Fund shall be disbursed in accordance with Section 3.3 of the Loan Agreement. Any moneys in the General Account of the Project Fund (including the earnings from investments therein) remaining after the Trustee receives the certificate of the Authorized Representative of the Borrower required by Section 3.5 of the Loan Agreement and payment, or provision for payment, in full of the Project Costs shall first be applied to satisfy the Debt Service Reserve Requirement and second, at the written direction of an Authorized Representative of the Borrower, be applied as provided in Subsection 3.01(d) hereof; provided that (i) any such transfer and application shall be made only to the extent that such use or application will not, in the opinion of Bond Counsel, addressed to the Trustee and the Issuer, or under ruling of the Internal Revenue Service, cause the interest on the Bonds to become includable in the gross income of the Holders for federal income tax purposes, and (ii) unless there shall be delivered to the Trustee and the Issuer a similar opinion of Bond Counsel, that such remaining moneys shall not be invested in "investment property" (as defined in Section 148 of the Code) at a yield in excess of the yield on the Bonds.

(e) Amounts in the Costs of Issuance Account shall be applied to Project Costs as described in paragraph (b) of the definition thereof pursuant to a requisition of the Borrower in the form of Exhibit C-2 of the Loan Agreement. Any amounts remaining in the Costs of Issuance Account six (6) months after the date of issuance of the Series 2019 Bonds shall be transferred to the General Account of the Project Fund and the Costs of Issuance Account shall be closed.

(f) There is also hereby created an "Equity Account" of the Project Fund. On the date of issuance of the Series 2019 Bonds, $56,144,950, of moneys other than proceeds of the Series 2019 Bonds shall be deposited to the Equity Account. Monies in the Equity Account shall be applied to Project Costs specified in the form of requisition attached to the Loan Agreement as Exhibit C-1 such that the aggregate amount of each requisition is funded seventy-four percent (74%) from the General Account of the Project Fund and twenty-six percent (26%) from the Equity Account of the Project Fund, unless otherwise specified by the Borrower in such requisition in order to comply with the requirements of Code Section 142. Any moneys in the

Equity Account of the Project Fund (including the earnings from investments therein) remaining after the Trustee receives the certificate of the Authorized Representative of the Borrower required by Section 3.6 of the Loan Agreement and payment, or provision for payment, in full of the Project Costs shall be transferred to the General Account of the Master Revenue Fund.

(g) There is also hereby established a "Design Build Escrow Account" within the Project Fund. On the date of issuance of the Series 2019 Bonds, $3,179,056.58 of the proceeds of the sale of the Series 2019 Bonds shall be deposited to the Design Build Escrow Account. Monies on deposit in the Design Build Escrow Account shall be disbursed to the Design Builder upon written request by an authorized officer of the Design Builder to be applied as set forth in the Design Build Contract as a Project Cost. The Trustee may conclusively rely upon any written request of the Design Builder in making such disbursements and shall have no obligation to determine the application of such amounts disbursed from the Design Build Escrow Account. Any unused amounts of the Design Build Escrow Account remaining on or after the Completion Date net of any amounts the Borrower directs the Trustee in writing to disburse to the Design Builder as funds refundable to the Design Builder under the Design Build Contract, will be transferred to the General Account of the Master Revenue Fund.

Section 5.03. Disbursements from and Records of Project Fund. Except as provided in Section 3.01(e) hereof, moneys in the Project Fund shall be disbursed in accordance with the provisions of this Article V and the Loan Agreement. The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Fund and all disbursements therefrom. The Trustee shall make such records available for inspection by, or shall provide copies thereof to the Issuer and the Borrower upon request. If the Trustee receives written certification from the Performance Risk Insurer that a Single RESP Line Event or Commissioning Event has occurred under the Performance Risk Insurance Policy, the Trustee shall suspend further draws from the Project Fund (except for amounts held in the Capitalized Interest Account to be used for the payment of interest on the Bonds), and except for Project Costs related to construction and installation that has been completed and not yet billed (which shall be certified in writing to the Trustee by the Design Builder).

Section 5.04. Disposition of Excess Series 2019 Bond Proceeds. The completion of the Project and payment of all Project Costs payable out of the Project Fund (except for amounts, if any, to be retained by the Trustee as provided under the Loan Agreement for the payment of Project Costs not then due and payable) shall be evidenced by the filing with the Trustee of the certificate of the Authorized Representative of the Borrower required by Section 3.5 of the Loan Agreement. Pending disbursement, such balance shall not be invested at a yield in excess of the yield on the Series 2019 Bonds, unless there shall have been delivered to the Trustee and the Issuer an opinion of Bond Counsel that such investment will not cause the interest on the Series 2019 Bonds to be includable in the gross income of the Holders for federal income tax purposes. Any amounts so remaining in the Project Fund after the filing of such Authorized Representative certificate, shall be applied by the Trustee to the redemption of the Series 2019 Bonds pursuant to Section 3.01(e) hereof. Any amounts remaining in the Insurance Proceeds Account of the Project Fund after the filing of the certificate of the Authorized Representative of the Borrower required by Section 3.6 of the Loan Agreement shall be transferred to the Performance Risk Insurer and applied as a credit to the Tracking Account.

Section 5.05. Bond Fund.

(a) Creation of Bond Fund. There is hereby established with the Trustee a trust fund designated as the "Bond Fund" and within the Bond Fund, a "Principal Account" and an "Interest Account." Moneys held by the Trustee in the Bond Fund shall be applied in accordance with Section 5.05(b) and the other provisions of this Indenture (i) to make payments of principal of and premium, if any, and interest on the Bonds or (ii) to pay any amount required pursuant to Section 5.09, to the extent other moneys are unavailable therefor.

(b) Application of Bond Fund. Except as otherwise provided in Section 5.10 and Section 7.06, on each date on which interest or principal and redemption premium, if any, are due moneys in the Bond Fund shall be applied to the following purposes and in the following order:

(i) from the Principal Account, to the payment when due of principal of, and premium, if any, on the Senior Bonds;

(ii) from the Interest Account, to the payment when due of interest on the Senior Bonds;

(iii) from the Principal Account, to the payment when due of principal of, and premium, if any, on the Subordinate Bonds, if any;

(iv) from the Interest Account, to the payment when due of interest on the Subordinate Bonds, if any; and

(v) from any Account of the Bond Fund, to the payment of any obligation due under Section 5.09, to the extent other moneys are unavailable therefor.

(c) Reserved.

(d) Payment in Full. Whenever the amount in the Bond Fund, together with amounts in the Debt Service Reserve Fund (which shall be applied solely to the Series 2019 Bonds), available for the payment of principal or redemption price and interest on all outstanding Bonds in accordance with Subsection 5.04(b) is sufficient to redeem or pay at maturity all of the outstanding Bonds and to pay interest accrued to the applicable redemption or maturity date so long as no Default or Event of Default exists or would result therefrom, the Issuer may, upon request of the Borrower, cause the Trustee to redeem all such Bonds on the redemption date specified by the Borrower pursuant to the Bonds and this Indenture. Any amounts remaining in the Bond Fund after payment in full of the principal of and premium, if any, and interest on the Bonds (or provision for payment thereof) and the fees, charges, expenses and indemnities of the Issuer and the Collateral Agent and Trustee shall be paid to the person entitled thereto in accordance with Section 10.01.

(e) Credits. If at any time the Trustee has funds which under the provisions of this Indenture are to be applied to pay the principal of and premium, if any, or interest on the Bonds, the Borrower, to the extent that such funds are to be so applied, shall be entitled to a credit, equal

to the amount of such funds, against payments due from the Borrower under the Loan Agreement.

Section 5.06. Investment of Funds. All moneys received by the Trustee under this Indenture shall be deposited with the Collateral Agent, until or unless invested or deposited as provided in this Section upon written direction of the Borrower. All deposits with the Trustee (whether original deposits or redeposits in time accounts) shall be secured as required by applicable law for such trust deposits.

Moneys in the Funds and Accounts created herein (except the Rebate Fund) shall be invested and reinvested by the Trustee in Eligible Investments as determined at the time of investment, except that moneys in the Bond Fund shall be invested and reinvested only in Government Obligations. Moneys in the Bond Fund representing principal of, or premium, if any, or interest on, any Bonds which are deemed paid under Section 10.02 shall be invested only if and as provided in Section 10.02.

Investments pursuant to this Section of moneys in the Bond Fund shall mature or be redeemable at the direction of the Borrower at the times and in the amounts necessary to provide moneys to make Debt Service Requirements payments as they become due on Interest Payment Dates, Principal Payment Dates, at stated maturity or by redemption. Subject to the written instructions of an Authorized Representative of the Borrower, the Trustee shall sell or redeem investments credited to the Bond Fund to produce sufficient moneys available hereunder at the times required for the purpose of paying Debt Service Requirements when due as aforesaid, and shall do so without necessity for any order by or on behalf of the Issuer or the Borrower and without restriction by reason of any order. Each investment of moneys in the Project Fund shall mature or be redeemable by the Trustee at the direction of the Borrower at such time as may be foreseeably necessary to make payments from the Project Fund. Subject to any directions from an Authorized Representative of the Borrower with respect thereto, the Trustee may, from time to time, sell investments in the Funds made pursuant to this Section and reinvest the proceeds therefrom in Eligible Investments maturing or redeemable as aforesaid.

Any investment of moneys in any Fund established under this Indenture may be purchased from or through, or sold to, the Trustee or any affiliate with the Trustee; and any such investment made through the purchase of shares of a fund described in clause (i), (ii) or (v) of the definition of Eligible Investments may be in a fund which is advised or administered by the Trustee or any affiliate of the Trustee (for which services the Trustee or such affiliate, as the case may be, may receive a fee). The Trustee may conclusively rely upon the written investment direction of the Borrower as to the suitability and legality of directed investments. The Trustee shall not be liable for losses on investments including, without limitation, any loss of principal or interest or any breakage fee or penalties, made in accordance with this Section. The Trustee shall not be required to terminate or liquidate an Eligible Investment after acquisition solely because its rating no longer meets the requirement after acquisition for an Eligible Investment.

Moneys in the Rebate Fund shall be invested and reinvested by the Trustee at the direction of the Borrower in Government Obligations selected by the Borrower maturing, or subject to redemption by the holder at not less than the principal amount thereof or the cost of

acquisition, whichever is lower, on or before the date or dates when the payments for which such moneys are held are to become due.

An investment made from moneys credited to such Fund shall constitute part of that Fund, and each Fund shall be credited with all proceeds of sale and income from investment of moneys credited thereto. For purposes of this Indenture, except as otherwise provided in Section 5.10(c) hereof, investments shall be valued at face amount or market value, whichever is less.

Section 5.07. Moneys to be Held in Trust; Grant of Security Interest. Moneys and investments thereof in the Funds created hereunder shall, until applied as provided in this Indenture, be held by the Trustee for the benefit of the Collateral Agent and the other Secured Parties, except that any portion of the amounts held by the Trustee representing principal of, and premium, if any, and interest on, any Bonds which have been deemed paid under Section 10.02 and as to which sufficient moneys or Eligible Investments are then held in trust by the Trustee in accordance with this Indenture (the "Defeasance Funds"), shall be held for the benefit of the Holders of such Bonds only. The Issuer hereby pledges and grants a security interest in the Funds (including all moneys and investments held therein), other than the Rebate Fund and the Defeasance Funds, if any, to the Collateral Agent, for the benefit of the Secured Parties, as security for the Obligations (as defined in the Intercreditor Agreement).

Section 5.08. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal thereof becomes due in whole or in part, either at stated maturity or by redemption or a check or draft for interest is uncashed, all liability of the Issuer to that Holder for such Bond or such check or draft thereupon shall cease and be discharged completely; provided that moneys sufficient to pay the principal or accrued interest then due of that Bond or such check or draft shall have been made available to the Trustee for the benefit of its Holder. Thereupon, it shall be the duty of the Trustee to hold those moneys subject to the provisions of Section 10.03.

Section 5.09. Creation of Rebate Fund. Upon written notice from the Issuer or the Borrower, the Trustee shall establish a fund designated "Rebate Fund." Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder.

Unless the Borrower has received an opinion of Bond Counsel that such engagement is not necessary, the Borrower shall engage and furnish information to a Financial Consultant to calculate, as soon as is practical after the end of the fifth Bond Year for the Bonds and, if proceeds of the Bonds were invested, each fifth Bond Year thereafter and as soon as is practical after the payment in full of all outstanding Bonds, the amount of Excess Earnings as of the end of that Bond Year or the date of such final payment. If no proceeds of the Bonds are invested after the end of the fifth Bond Year the Borrower shall not engage a Financial Consultant thereafter, and the Borrower shall report the same to the Trustee. If the amount then on deposit in the Rebate Fund is in excess of the Excess Earnings as determined by the Financial Consultant, the Trustee, at the written direction of the Borrower shall forthwith pay that excess amount to the Borrower. If the amount then on deposit in the Rebate Fund is less than such Excess Earnings, the Borrower shall, within five days of notice of such deficiency sent by the Financial Consultant to the Borrower and the Trustee, pay to the Trustee for deposit in the

Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to such Excess Earnings. If the Borrower does not pay that required amount within five days, the Trustee shall immediately transfer that amount first from the Equity Account of the Project Fund and second, if necessary, from the Working Capital Account of the Master Revenue Fund to the Rebate Fund to the extent there are moneys available in the Project Fund or the General Account of the Bond Fund, as the case may be. Within 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, at the written direction of the Borrower, the Trustee, acting on behalf of the Issuer, shall pay to the United States in accordance with Section 148(f) of the Code from the moneys then on deposit in the applicable account in the Rebate Fund an amount equal to 90% (or such greater percentage not in excess of 100% as the Borrower may direct the Trustee to pay) of the Excess Earnings earned from the date of the original delivery of the Bonds to the end of such fifth Bond Year (less the amount of Excess Earnings, if any, previously paid to the United States pursuant to this Section). Within 60 days after the payment in full of all outstanding Bonds, at the written direction of the Borrower, the Trustee shall pay to the United States in accordance with Section 148(f) of the Code from the moneys then on deposit in the applicable account in the Rebate Fund an amount equal to 100% of the Excess Earnings earned from the date of the original delivery of the Bonds to the date of such payment (less the amount of Excess Earnings, if any, previously paid to the United States pursuant to this Section) and any moneys remaining in the applicable account in the Rebate Fund following such payment shall be paid to the Borrower. All computations of Excess Earnings pursuant to this Section and Section 3.8 of the Loan Agreement shall treat the amount or amounts, if any, previously paid to the United States pursuant to this Section and Section 3.8 of the Loan Agreement as amounts on deposit in the Rebate Fund.

The Borrower shall provide to the Trustee records of the computations made pursuant to this Section and the Trustee shall maintain such records in accordance with the Trustee's document retention policy.

If all the gross proceeds of the Bonds, within the meaning of Section 148(f) of the Code, together with the gross proceeds of any other obligations treated as part of the same issue for purposes of Section 148(f) of the Code, are invested solely in tax-exempt obligations or are fully expended for the governmental purpose for which the Bonds were issued within six months of the date of issuance of the Bonds, or if the Bonds qualify for the exemption from rebate pursuant to the 18-month spend-down exception contained in the regulations promulgated under Section 148(f) of the Code, then the provisions of this Section and Section 3.8 of the Loan Agreement shall not be applicable to the investment of original proceeds of the Bonds in the Project Fund and the Borrower shall not engage a Financial Consultant or otherwise comply with the foregoing provisions of this Section; provided that the Borrower shall remain responsible to determine Excess Earnings, if any, and to cause to be paid to the Trustee for deposit in the Rebate Fund and payment to the United States such amounts, if any, at such times as may be necessary to comply with the requirements of Section 148(f) of the Code with respect to the Bonds. The Issuer hereby elects the application of provisions for qualified temporary investments relating to investment of proceeds in obligations described in Subsection (v) of Eligible Investments pursuant to Treasury regulations under Section 148 of the Code, providing for certain temporary investments of proceeds which are invested exclusively in tax-exempt obligations.

Section 5.10. Creation of Debt Service Reserve Fund.

(a) There is hereby established with the Trustee a trust fund designated as the "Debt Service Reserve Fund." On the date of issuance of the Series 2019 Bonds, the Debt Service Reserve Fund shall be funded from proceeds of the sale of the Series 2019 Bonds equal to the Debt Service Reserve Requirement and after the issuance date, the Debt Service Reserve Fund shall be funded as provided in this Article V. Moneys held by the Trustee in the Debt Service Reserve Fund shall be applied only (i) after the Working Capital Account and the Maintenance Reserve Account are depleted, to satisfy a deficiency in the Bond Fund for payments of the Series 2019 Bonds as contemplated by Section 5.05(b) hereof and (ii) for payment in full of the Series 2019 Bonds as contemplated by Section 5.05(d) hereof. Five Business Days before each March 1, June 1, September 1 and December 1 after the earlier of (i) the Completion Date and (ii) June 1, 2021, the Trustee shall determine if the Interest Account and the Principal Account of the Bond Fund have been funded as required to pay the Series 2019 Bonds by Section 5.01(d)(iii) and (iv) hereof. If the balance in the Interest Account or the Principal Account is less than what is required by Section 5.01(d)(iii) and (iv) hereof, the Trustee shall transfer sufficient amounts from the Debt Service Reserve Fund or the entire balance therein if less than the required amount, into the Interest Account or the Principal Account in order to achieve the balances required by Section 5.01(d)(iii) and (iv) hereof. Amounts in the Debt Service Reserve Fund shall be held only for the benefit of the Holders of such Bonds from which proceeds are deposited into the Debt Service Reserve Fund and not for any other Obligations, including Secured Hedge Contracts.

(b) In the event that Subordinate Bonds are issued, the Trustee may establish a trust account within the Debt Service Reserve Fund designated as the "Subordinate Debt Service Reserve Account" for the benefit of the Holders of such Subordinate Bonds. Moneys held by the Trustee in the Subordinate Debt Service Reserve Account shall be applied only (i) after the Working Capital Account and the Maintenance Reserve Account are depleted, to satisfy a deficiency in the Bond Fund for payments of the Subordinate Bonds and (ii) for payment in full of the Subordinate Bonds.

(c) The amounts in the Debt Service Reserve Fund and the Subordinate Debt Service Reserve Fund shall be valued annually by the Trustee or an independent Consultant based on the market value of the investments therein. With respect to the Trustee, such valuation shall be based solely on the monthly statement generated by the Trustee for such Funds. Amounts in excess of the Debt Service Reserve Requirement or the Subordinate Debt Service Reserve Requirement, as applicable, shall be transferred to the General Account of the Master Revenue Fund.

(d) The Issuer or the Trustee may create additional separate subaccounts of the Debt Service Reserve Fund to secure Additional Bonds and the Supplemental Indenture authorizing such Additional Bonds shall specify the requirements for such subaccount.

Section 5.11. Creation of Surplus Fund.

(a) There is hereby established with the Trustee a trust fund designated as the "Surplus Fund."

(b) Amounts on deposit in the Surplus Fund may be transferred to and used for the purposes of any other Fund described and created herein upon written direction to the Trustee from the Borrower.

(c) If at the time the Borrower certifies that (i) no Default or Event of Default has occurred and is then continuing, or would result from the transfer thereof, (ii) the balance of the Debt Service Reserve Fund is not less than the Debt Service Reserve Requirement, (iii) the balance of the Working Capital Account of the Master Revenue Fund is not less than the Working Capital Requirement, (iv) the balance of the Maintenance Reserve Account of the Master Revenue Fund is not less than the Maintenance Reserve Requirement, (v) as of the last day of the four Fiscal Quarter periods immediately preceding such date, the Debt Service Coverage Ratio exceeds 1.35:1.00 and (vi) the Borrower has provided a written certification to the Trustee that either (A) it has entered into a Hedging Arrangement for the ensuing twelve Fiscal Quarter periods or (B) it has expended at least $2,000,000 cumulatively in the prior four Fiscal Quarter periods with respect to Hedging Arrangements ((i) through (vi), collectively, the "Restricted Payment Conditions"), the Borrower may provide written direction to the Trustee to transfer funds in the Surplus Fund to the Borrower. Prior to making any such distributions, the Trustee shall have received a certificate of the Borrower executed by an Authorized Representative, certifying that the Restricted Payment Conditions have been satisfied as of such date. The Trustee may rely upon any certification delivered to it pursuant to this Section in making any disbursements from the Surplus Fund.

Section 5.12. Contributions from Members of the Borrower. Any contribution of amounts from a member of the Borrower may be transferred to the Trustee for application in accordance with Section 5.01(d) if accompanied by written instructions to the Trustee from an Authorized Representative of the Borrower. Any such contribution may be designated as Gross Revenues of the Borrower upon receipt of the Trustee of written instructions from an Authorized Representative of the Borrower to that effect.

Section 5.13. Special Redemption Fund. There is also established a "Special Redemption Fund" herein, into which funds will be deposited in accordance with Section 3.01(e), Section 3.01(f) and Section 3.01(h) hereof and applied in accordance with Section 7.06(a) hereof (regardless of whether an Event of Default exists or not).

Section 5.14. Application of Funds during Events of Default. Notwithstanding anything to the contrary in this Indenture, including this Article V, during the existence of an Event of Default, all moneys received by the Trustee and all moneys held in the Funds (except for the Rebate Fund) shall be applied in accordance with Section 7.06.

Section 5.15. Reliance. Each of the Trustee and the Collateral Agent may conclusively rely upon any certification or other written instruction delivered to it pursuant to this Article V in making any disbursements from any Fund and shall have no obligation to determine the application of such amounts disbursed from any Account.

(End of Article V)

ARTICLE VI.

COVENANTS AND REPRESENTATIONS OF ISSUER

Section 6.01. Payment of Debt Service Requirements. The Issuer will pay all Debt Service Requirements, or cause it to be paid, solely from the sources provided herein, on the dates (whether at maturity, redemption prior to maturity, or upon acceleration), at the places and in the manner provided in this Indenture.

Section 6.02. No Further Assignment. The Issuer will not assign the Gross Revenues of the Borrower or the Note (or payments due under the Note) or any other portion of the Trust Estate or create any debt, lien or charge thereon, other than the assignment thereof under this Indenture.

Section 6.03. Filings. The Issuer shall cause this Indenture or financing statements relating hereto or to the Mortgage to be filed, in such manner and at such places as may be required by law fully to protect the security of the Secured Parties and the right, title and interest of the Collateral Agent in and to the Trust Estate or any part thereof, all as may be reasonably requested by the Borrower. From time to time, the Collateral Agent or the Issuer may, but shall not be required to, obtain an opinion of counsel setting forth what, if any, actions by the Issuer, the Borrower or the Collateral Agent should be taken to preserve such security. The Issuer shall execute or cause to be executed any and all further instruments required by law as shall reasonably be requested in writing by the Collateral Agent for such protection of the interests of the Secured Parties, and shall furnish a Certificate of the Issuer to the Collateral Agent confirming the filing and refiling of such instruments and of every additional instrument which shall be necessary to preserve the lien of this Indenture upon the Trust Estate or any part thereof until the principal of and interest on the Bonds issued hereunder shall have been paid. At the written request of the Borrower or the Issuer and at the expense of the Borrower, the Collateral Agent shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as it may be advised by an opinion of counsel delivered to it by the Borrower will preserve the lien of the Mortgage, this Indenture upon the Trust Estate or any part thereof until the aforesaid principal and interest shall have been paid.

Section 6.04. Rights and Enforcement of Loan Agreement. The Collateral Agent may enforce, in its name or in the name of the Issuer, all rights of the Issuer for and on behalf of the Secured Parties, except for Unassigned Issuer's Rights, and may enforce all covenants, agreements and obligations of the Borrower under and pursuant to the Loan Agreement, regardless of whether the Issuer is in default in the pursuit or enforcement of those rights, covenants, agreements or obligations. The Issuer will take all actions within its authority to keep the Loan Agreement in effect in accordance with the terms thereof. So long as no Event of Default hereunder shall have occurred and be continuing, the Issuer may exercise all its rights under the Loan Agreement, including the right to amend the same pursuant to the provisions thereof and hereof. The Issuer shall give prompt notice to the Trustee and the Collateral Agent of any default known to the Issuer under the Loan Agreement.

Section 6.05. Further Assurances. Except for entry into Secured Hedge Contracts or as otherwise provided in this Indenture, the Issuer shall not enter into any contract or take any action by which the rights of the Trustee, the Collateral Agent or the Holders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Indenture.

Section 6.06. Issuer Not to Adversely Affect Tax-Exempt Status. The Issuer covenants that it shall, at the written request of the Trustee or the Borrower, take, or cause to be taken, all actions that may be required of the Issuer for the interest on the Bonds to be and remain excludable from the gross income of the Holders for federal income tax purposes, and shall not take any actions, within its exclusive power and control, which would adversely affect that excludability under the provisions of federal tax laws that apply to the Bonds.

Section 6.07. Bonds Not to Become Arbitrage Bonds. The Issuer covenants for the benefit of the Holders from time to time of the Bonds that it will not take any action, within its exclusive power and control, so as to cause the proceeds of the Bonds, any moneys derived, directly or indirectly, from the use or investment thereof and any other moneys on deposit in any fund or account maintained in respect of the Bonds (whether such moneys were derived from the proceeds of the sale of the Bonds or from other sources) to be used in a manner which could cause the Bonds to be treated as "arbitrage bonds" within the meaning of the Code. The Borrower by its execution of the Loan Agreement has covenanted to restrict the investment or other use of money in the Funds created under this Indenture in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to their original purchaser, so that the Bonds will not constitute "arbitrage bonds" under the Code, and the Trustee hereby agrees to comply with the Borrower's instructions to such end with respect to the investment of money in the Funds and Accounts created under this Indenture.

Section 6.08. Observance and Performance of Agreements. The Issuer will observe and perform faithfully at all times covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under the Loan Agreement, this Indenture and the Bonds, and under all proceedings of the Issuer pertaining thereto.

Section 6.09. Representations and Warranties. The Issuer represents and warrants that:

(a) It is duly authorized by the laws of the State, including the Act, to issue the Bonds, to execute and deliver this Indenture and the Loan Agreement and to provide the security for payment of the Debt Service Requirements in the manner and to the extent set forth in this Indenture.

(b) All actions required on its part to be performed for the issuance, sale and delivery of the Bonds and for the execution and delivery of this Indenture and the Loan Agreement have been or will be taken duly and effectively.

(c) The Bonds will be valid and binding limited obligations of the Issuer according to their terms.

(End of Article VI)

ARTICLE VII.

DEFAULT AND REMEDIES

Section 7.01. Defaults; Events of Default. The occurrence of any of the following events is defined as and declared to be and to constitute an Event of Default hereunder:

(a) Failure to pay the principal of or any premium on any Bond when such principal or premium shall become due and payable, whether at stated maturity, by redemption, by acceleration or otherwise;

(b) Failure to pay any interest on any Bond when such interest shall become due and payable;

(c) Failure by the Issuer to comply with the provisions of the Act relating to the Bonds or the Project or to observe or perform any other covenant, agreement or obligation on its part to be observed or performed and which is contained in this Indenture or in the Bonds, which failure shall have continued for a period of 90 days after written notice, by registered or certified mail, to the Issuer and the Borrower specifying the failure and requiring that it be remedied, which notice may be given by the Trustee and shall be given by the Trustee at the written request of the Holders of not less than 25% in aggregate principal amount of Bonds outstanding;

(d) The occurrence and continuance of an Event of Default as defined in Section 7.1 of the Loan Agreement (other than as specified in subsection (a), (b) and (c) of this Section) or the occurrence of an Event of Default under any Security Document;

(e) The occurrence and continuance of an "Event of Default" or "Termination Event" under any Secured Hedge Contract or the occurrence and continuance of an "Event of Default" under any document or instrument securing or evidencing Parity Indebtedness; or

(f) The occurrence and continuance of an Event of Default as defined in a Supplemental Indenture for the issuance of Additional Bonds or the documents evidencing the loan of the proceeds of such Additional Bonds or the documents securing the repayment of such Additional Bonds.

The term "default" or "failure" as used in this Article means a default or failure by the Issuer in the observance or performance of any of the covenants, agreements or obligations on its part to be observed or performed contained in this Indenture or in the Bonds or a default or failure by the Borrower under the Loan Agreement, exclusive of any period of grace or notice required to constitute an Event of Default as provided above or therein.

SO LONG AS ANY SENIOR BONDS REMAIN OUTSTANDING, NO EVENT OF DEFAULT SHALL EXIST OR MAY BE DECLARED WITH RESPECT TO ANY SUBORDINATE BONDS.

Section 7.02. Notice of Default. If an Event of Default shall occur, the Trustee shall give written notice of the Event of Default, by registered or certified mail, to the Issuer and the Borrower within five (5) days after the Trustee receives notice or is deemed to have notice of an

Event of Default in accordance with Section 8.02(f) hereof. If an Event of Default occurs of which the Trustee has notice pursuant to said Section 8.02(f), the Trustee shall give written notice thereof, within 30 days after the Trustee's receipt of notice of its occurrence, to the Holders of all Bonds outstanding as shown by the Register at the close of business 20 days prior to the mailing of that notice; provided that except in the case of a default in the payment of the principal of or any premium or interest on any Bond, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers of the Trustee in good faith determine that the withholding of notice to the Holders is in the best interests of the Holders.

Section 7.03. Acceleration. Upon the occurrence of any Event of Default, the Trustee may and upon the written direction of the Majority of Outstanding Bondholders, the Trustee shall declare, by a notice in writing delivered to the Issuer and the Borrower, the principal of all Bonds outstanding (if not then already due and payable), together with interest accrued thereon, to be due and payable immediately. Upon any such declaration, such principal and interest shall become and be due and payable immediately.

The Trustee immediately upon such declaration shall give notice thereof to the Holders in the same manner as provided in Section 3.04 with respect to redemption of the Bonds, except that there shall be no minimum period of notice prior to the date of payment. Such notice shall specify the date on which payment of principal and interest shall be (upon presentation and surrender of the Bonds to the Trustee) made to the Holders of the Bonds.

Upon any such declaration hereunder, the Collateral Agent shall immediately exercise such rights as it may have under the Loan Agreement to declare all payments thereunder to be immediately due and payable.

If, after the principal of the Bonds has been so declared to be due and payable, all arrears of principal of and interest on the Bonds outstanding are paid, and the Issuer and the Borrower also perform all other things in respect of which either of them may have been in default hereunder or under the Loan Agreement and pay the reasonable fees, expenses, indemnities and other amounts payable to the Trustee, the Collateral Agent, the Holders and any trustee appointed under the Act, including reasonable attorney's fees, then, and in every such case, the Trustee may, or if directed in writing by the Majority of Outstanding Bondholders, shall, by notice to the Issuer and the Borrower (and to the Holders or the Trustee, as the case may be), annul such declaration and its consequences, and such annulment shall be binding upon the Trustee and all Holders; provided, that no amendment shall have any effect on the exercise by any Secured Hedge Provider of any remedies under any Secured Hedge Contract.

Section 7.04. Other Remedies; Rights of Holders. With or without taking action under Section 7.03, upon the occurrence and continuance of an Event of Default, the Trustee and the Collateral Agent may pursue any available remedy to enforce the payment of Debt Service Requirements or amounts outstanding under any Secured Hedge Contract or the observance and performance of any other covenant, agreement or obligation under this Indenture, the Loan Agreement, the Security Documents, the Intercreditor Agreement, the Performance Risk Insurance Policy, or any other instrument providing security, directly or indirectly, for the Bonds or any other Parity Indebtedness that is secured by the Collateral; provided that, if the Borrower

shall be in breach of Section 5.2 of the Loan Agreement, the Issuer, upon five (5) days written notice to the Borrower and the Collateral Agent, in addition to any rights and remedies of the Collateral Agent, may independently seek specific performance or otherwise enforce the covenants set forth in such Section; provided such action shall not adversely affect the interests of the Holders and provided further that nothing herein shall be construed to diminish, impair or otherwise limit the rights of the Collateral Agent/Trustee to enforce the Loan Agreement.

In conjunction with (but not in limitation of) the foregoing paragraph, if any Event of Default has occurred and is continuing, each of the Trustee and the Collateral Agent may, and upon the written direction of the Majority of Outstanding Bondholders and receipt of indemnity to its satisfaction shall, in its own name:

(a) By mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Secured Parties under this Indenture, the Intercreditor Agreement and the Security Documents, in each case including the right to require the Issuer to enforce any rights under the Loan Agreement, the Intercreditor Agreement and the Security Documents and to require the Issuer to carry out any other provisions of this Indenture, the Loan Agreement, the Intercreditor Agreement or any Security Document (to the extent not assigned to the Trustee, as applicable) for the benefit of the Secured Parties and to perform its duties under the Act;

(b) Bring suit upon the Bonds;

(c) By action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Holders; and

(d) By action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Secured Parties.

No remedy conferred upon or reserved to the Trustee (or to the Collateral Agent or the other Secured Parties) by this Indenture is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Trustee, the Collateral Agent or the other Secured Parties now or hereafter existing.

No delay in exercising or omission to exercise any remedy, right or power accruing upon any default or Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any default or Event of Default or acquiescence therein. Every remedy, right and power may be exercised from time to time and as often as may be deemed to be expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Holders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any remedy, right or power consequent thereon.

Section 7.05. Right of Holders to Direct Proceedings. Anything in the Bond Documents to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of Bonds outstanding shall have the right to direct, by an instrument or document in writing executed and delivered to the Trustee and the Collateral Agent, the method and place of conducting all remedial proceedings hereunder and under the other Bond Documents; provided

that (i) any direction shall be in accordance with the provisions of law, this Indenture and the other Bond Documents, (ii) such Holders shall indemnify the Trustee and the Collateral Agent to the reasonable satisfaction of the Trustee and the Collateral Agent and (iii) each of the Trustee and the Collateral Agent may take any other action which it deems to be proper and which is not inconsistent with the direction.

Section 7.06. Application of Moneys. Notwithstanding anything in this Indenture to the contrary, including Article III or Article V (other than Section 5.09 hereof), after the occurrence or during the continuance of an Event of Default and after payment of any amount required pursuant to Section 5.09 and all costs, expenses, indemnities, liabilities and advances paid, incurred or made by the Trustee and the Collateral Agent in the performance of their respective obligations under this Indenture and the other Bond Documents or in the collection of moneys pursuant to any right given or action taken under the provisions of this Article or the provisions of the Loan Agreement and any other amounts due and payable to the Trustee and the Collateral Agent (including, without limitation, reasonable attorneys' fees and expenses, except as limited by law or final, non-appealable judicial order or decision entered in any action taken under this Article), all moneys so received by the Trustee and the Collateral Agent, together with all moneys held in the Funds (except for moneys in the Rebate Fund), shall be applied as set forth in clause (a) or (b) below, as applicable, in each case, without limiting any of the rights and immunities of the Trustee and Collateral Agent subject to Section 5.07 and to the provisions of the Intercreditor Agreement, provided that amounts in the Debt Service Reserve Fund shall be applied only to the Bonds secured by such Debt Service Reserve Fund:

(a) After the occurrence or during the continuance of an Event of Default, unless the principal of all of the Bonds shall have become, or shall have been declared to be, due and payable, all of those moneys shall be deposited in the Bond Fund and shall be applied:

First -- Ratably, to the Holders entitled thereto to pay all installments of interest then due on the Senior Bonds, in the order of the dates of maturity of the installments of that interest, beginning with the earliest date of maturity, and to the Secured Hedge Providers entitled thereto to pay all Regular Hedge Payments and interest thereon then due in respect of the Secured Hedge Contracts, and, if the amount available is not sufficient to pay in full any particular installment, or amount due such Secured Hedge Providers, then to the payment thereof ratably, according to the respective amounts due on that installment and to such Secured Hedge Providers, to the Holders and Secured Hedge Providers entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Senior Bonds, if any;

Second -- Ratably, to the Holders entitled thereto to pay the unpaid principal of any of the Senior Bonds which shall have become due (other than Senior Bonds previously called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), whether at stated maturity or by redemption, in the order of their due dates, beginning with the earliest due date, with interest on those Senior Bonds from the respective dates upon which they became due at the rates specified in those Senior Bonds, and to the Secured Hedge Providers entitled thereto to pay all Hedge Termination Payments in

respect of the Secured Hedge Contracts and all other amounts due in respect of the Secured Hedge Contracts, and if the amount available is not sufficient to pay in full all Senior Bonds due on any particular date, together with that interest and the aforesaid amounts owing to such Secured Hedge Providers, then to the payment thereof ratably, according to the amounts of principal due on that date, to the Holders and the amounts due on that date to such Secured Hedge Providers, entitled thereto without any discrimination or privilege;

Third – To the payment to the Holders entitled thereto of all installments of interest then due on the Subordinate Bonds, if any, in the order of the dates of maturity of the installments of that interest, beginning with the earliest date of maturity and, if the amount available is not sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on that installment, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Subordinate Bonds, if any; and

Fourth – To the payment to the Holders entitled thereto of the unpaid principal of any of the Subordinate Bonds which shall have become due (other than Subordinate Bonds previously called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), whether at stated maturity or by redemption, in the order of their due dates, beginning with the earliest due date, with interest on those Subordinate Bonds from the respective dates upon which they became due at the rates specified in those Subordinate Bonds and if the amount available is not sufficient to pay in full all Subordinate Bonds due on any particular date, together with that interest, then to the payment thereof ratably, according to the amounts of principal due on that date, to the Holders entitled thereto, without any discrimination or privilege.

Any remaining moneys shall be paid to the Borrower or the person lawfully entitled to receive the same as a court of competent jurisdiction may direct.

(b) After the occurrence or during the continuance of an Event of Default, if the principal of all of the Bonds shall have become due or shall have been declared to be due and payable pursuant to the Indenture, all such money shall be applied:

First – Ratably to the payment to the persons entitled thereto of all installments of interest on Senior Bonds due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and to the Secured Hedge Providers entitled thereto to pay Regular Hedge Payments and interest thereon then due in respect of Secured Hedge Contracts and, if the amount available shall not be sufficient to pay in full any particular installment then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Senior Bonds, and then to the payment of any interest due and payable after maturity on the Senior Bonds or Secured Hedge Contracts, ratably, to the persons entitled thereto,

without any discrimination or preference except as to any difference in the respective rates of interest specified in the Senior Bonds;

Second – Ratably to the payment of the principal of Senior Bonds, to the persons entitled thereto without preference or priority of any Senior Bonds over any other Senior Bonds and to the Secured Hedge Providers entitled thereto to pay all Hedge Termination Payments in respect of the Secured Hedge Contracts and all other amounts due in respect of the Secured Hedge Contracts without preference or priority;

Third – To the payment to the persons entitled thereto of all installments of interest on Subordinate Bonds, if any, due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Bonds, and then to the payment of any interest due and payable after maturity on the Subordinate Bonds, ratably, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Bonds as the case may be; and

Fourth – To the payment of the principal of Subordinate Bonds ratably, to the persons entitled thereto without preference or priority of any Subordinate Bonds over any other Subordinate Bonds.

(c) If the principal of all of the Senior Bonds shall have been declared to be due and payable pursuant to this Article, and if that declaration thereafter shall have been rescinded and annulled under the provisions of Section 7.03 or 7.10, subject to the provisions of paragraph (b) of this Section in the event that the principal of all of the Bonds shall become due and payable later and subject to the Intercreditor Agreement, if any, the moneys shall be deposited in the Bond Fund and shall be applied in accordance with the provisions of Article V.

(d) Whenever moneys are to be applied pursuant to the provisions of this Section, those moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of moneys available for application and the likelihood of additional moneys becoming available for application in the future. Whenever the Trustee shall apply those moneys, it shall fix the date upon which the application is to be made (and with respect to acceleration such date shall be fixed in accordance with Section 7.03), and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the moneys are available therefor. The Trustee shall give notice of the deposit with it of any moneys and of the fixing of that date, all consistent with the requirements of Section 2.08 for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. Except as otherwise provided in Section 2.12, the Trustee shall not be required to make payment of principal of and any premium on a Bond to the Holder thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

Section 7.07. Remedies Vested in Trustee. All rights of action (including without limitation, the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining any Holders as plaintiffs or defendants. Any recovery of judgment shall be for the benefit of the Holders of the outstanding Bonds, subject to the provisions of this Indenture.

Section 7.08. Rights and Remedies of Holders. Except as provided in Section 7.14, but subject to the provisions of the Intercreditor Agreement, if any, a Holder shall not have any right to institute any suit, action or proceeding for the enforcement of this Indenture, for the execution of any trust hereof, or for the exercise of any other remedy hereunder, unless:

(a) there has occurred and is continuing an Event of Default of which the Trustee has been notified, as provided in Subsection 8.02(f), or of which it is deemed to have notice under that Subsection,

(b) the Holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds then outstanding shall have made written direction to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name, and shall have offered indemnity to the Trustee reasonably satisfactory to the Trustee against the costs, fees, expenses and liabilities to be incurred in complying with such request, and

(c) the Trustee thereafter shall have failed or refused to exercise the remedies, rights and powers granted herein or to institute suit, action or proceeding in its own name for a period of sixty (60) days after such written request.

At the option of the Trustee, such notification (or notice), request, opportunity and offer of indemnity are conditions precedent in every case, to the institution of any suit, action or proceeding described above.

No one or more Holders shall have any right to affect, disturb or prejudice in any manner whatsoever the security or benefit of this Indenture by its or their action, or to enforce, except in the manner provided herein, any remedy, right or power hereunder. Any suit, action or proceedings shall be instituted, had and maintained in the manner provided herein for the benefit of the Holders of all Bonds outstanding. Notwithstanding the foregoing provisions of this Section or any other provision of this Indenture, the obligation of the Issuer shall be absolute and unconditional to pay hereunder, but solely from the amounts and other funds pledged under this Indenture, the principal or redemption price of, and interest on, the Bonds to the respective Holders thereof on the respective due dates thereof, and nothing herein shall affect or impair the right of action, which is absolute and unconditional, of such Holders to enforce such payment.

Section 7.09. Termination of Proceedings. In case the Trustee or the Collateral Agent shall have proceeded to enforce any remedy, right or power under this Indenture in any suit, action or proceeding, and the suit, action or proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee or the

Collateral Agent, the Issuer, the Trustee, the Collateral Agent and the Holders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee and the Collateral Agent shall continue as if no suit, action or proceeding had been taken.

Section 7.10. Waivers of Events of Default. Except as hereinafter provided, at any time, in its discretion, the Trustee may (and, upon the written request of the Holders of a majority in aggregate principal amount of all Bonds outstanding, shall) waive any Event of Default hereunder and its consequences and annul any corresponding acceleration of maturity of principal of the Bonds. There shall not be so waived, however, any Event of Default described in Subsection 7.01(a) or (b) nor shall any acceleration in connection therewith be annulled, unless at the time of that waiver or annulment payments of the amounts and satisfaction of the other conditions provided in Section 7.03 for annulment have been made or provision has been duly made therefor. No waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

Section 7.11. Certain Rights of Issuer. Notwithstanding any other provision hereof, upon the occurrence of an Event of Default described in Subsection 7.01(d) hereof resulting from an event of default described in Subsection 7.1(f) of the Loan Agreement, the Issuer reserves the right to exercise or refrain from exercising remedies under the Loan Agreement with respect to such Event of Default and such Event of Default may not be waived or annulled without the prior written consent of the Issuer, provided such action shall not adversely affect the interests of the Holders; and provided further that nothing herein shall be construed to diminish, impair or otherwise limit the rights of the Collateral Agent to enforce the Loan Agreement.

Section 7.12. Trustee's Right to Appointment of Receiver. The Trustee shall be entitled as of right to the appointment of a receiver; and the Trustee, the Holders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act.

Section 7.13. Trustee and Holders Entitled to All Benefits Under Act. It is the purpose of this Article to provide such remedies to the Trustee and the Holders as may be lawfully granted under the provisions of the Act, but should any remedy herein granted be held unlawful, the Trustee and the Holders shall nevertheless be entitled to every remedy provided by the Act. It is further intended that, insofar as lawfully possible, the provisions of this Article shall apply to and be binding upon any trustee or receiver appointed under the Act.

Section 7.14. Right to Enforce Payment of Bonds Unimpaired. Nothing in this Article shall affect or impair the right of any Holder to enforce the payment of the principal of and interest on such Holder's Bond or the obligation of the Issuer to pay the principal of and interest on each Bond to the Holder thereof at the time and place in said Bond expressed.

(End of Article VII)

ARTICLE VIII.

TRUSTEE

Section 8.01. Trustee's Acceptance and Responsibilities.

(a) The Trustee accepts the trusts imposed upon it by this Indenture, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions specifically set forth in this Article, to all of which the parties hereto and the Holders agree. In its capacity as Trustee hereunder, the Trustee shall authenticate the Bonds and shall act as Bond Registrar, transfer agent and Paying Agent, all as provided herein.

(b) Prior to the occurrence of a default or an Event of Default of which the Trustee has been notified, or of which the Trustee is deemed to have notice, as provided in Subsection 8.02(f), and after the cure or waiver of all Defaults or Events of Default which may have occurred,

(i) the Trustee undertakes to perform only those duties and obligations which are set forth specifically in this Indenture, and no duties or obligations shall be implied to the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform on their face to the requirements of this Indenture.

(c) In case an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified, or is deemed to have notice under Section 8.02(f)), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(d) The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or any other Bond Document nor for anything whatsoever in connection with the trust hereunder, except only its own willful misconduct or gross negligence. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that

(i) this Subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in Subsection 8.01(b);

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders as provided herein relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee;

(iv) no provision of any Bond Document shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or thereunder, or in the exercise of any of its rights or powers;

(v) no permissive power, right or remedy conferred upon the Trustee under this Indenture, the Loan Agreement, any agreement assigned to the Trustee or any related document or any other Transaction Document shall be construed to impose a duty to exercise such power, right or remedy.

(e) Whether or not therein expressly so provided, every provision of this Indenture or other Bond Document relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

(f) The Trustee is hereby authorized to appoint the Collateral Agent pursuant to the Intercreditor Agreement.

(g) Any term of this Indenture, the Loan Agreement, the Security Documents, any agreement assigned to the Trustee or any related document or any other Bond Document to the contrary notwithstanding, and notwithstanding an agreement of indemnity, the Trustee shall not be obligated to perform or discharge any obligation of the Issuer or the Borrower as a result of the assignment of any agreement to the Trustee. The assignment of any agreement to the Trustee shall not constitute an assumption on the part of the Trustee of any obligation or liability thereunder.

(h) The Trustee shall not be responsible for the validity, perfection, filing, or value of any lien or any collateral securing the Bonds, or the validity of the execution by the Issuer or the Borrower of any Bond Document.

(i) The Trustee shall not be responsible or liable for the environmental condition or any contamination of any property which secures the Borrower's obligation under the Bond Documents or for any diminution in value of any such property as a result of any contamination of the property by any hazardous substance, hazardous material, pollutant or containment. The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Borrower, or to report, or make or file claims or proof of loss for, any loss or damage insured against or that may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made.

(j) The Trustee shall not be responsible for the recording, re-recording, filing or refiling of this Indenture, the Mortgage, any assignments thereof or similar documents or have

any duty to monitor, inspect or oversee the construction, completion or development of the Project.

(k) Neither the Trustee, in its capacity as Trustee hereunder and the Collateral Agent as Beneficiary under the Mortgage shall be obligated to acquire possession of or take any action with respect to the Project, if as a result of such action, the Trustee or Collateral Agent would be considered to hold title to, to be a "Deed of Trust in possession of," or to be an "owner" or "operator" of the Project within the meaning of the Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), any analogous state or local laws, any amendments thereto, or the regulations promulgated pursuant to said laws, as amended from time to time, unless the Trustee or Collateral Agent has previously determined, based upon a report prepared by an "Environmental Professional" as defined at 40 C.F.R. 312.10(b), that (1) there are no "Recognized Environmental Conditions" as defined by ASTM E1527-13; and (2) the Project is in compliance with all applicable Environmental Laws; provided, neither the Trustee nor the Collateral Agent shall have any obligation to obtain such a report. Notwithstanding the foregoing, if at any time, Trustee or Collateral Agent determines to take any action to protect its security interest in the Project, prior to doing so, the Trustee or the Collateral Agent may require that an indemnity bond or other such environmental, property or liability insurance policy, in each case satisfactory to the Trustee and the Collateral Agent, be furnished to it for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, fees, penalties or expenses which may result from such action.

(l) Simultaneously with the execution and delivery of this Indenture, the Trustee shall enter, and is hereby authorized and directed to enter, into the Bond Documents, dated as of the date hereof, to which it is a party on behalf of itself and all Holders. Whether or not expressly set forth in any other Transaction Document, the rights and immunities of the Trustee set forth in this Indenture shall apply to the Trustee's rights and obligations set forth in any such other Transaction Document.

(m) For the purposes of this Indenture and the other Transaction Documents, the Trustee shall not be deemed to have knowledge of, or have any duty to ascertain or inquire into, the existence, the content, or the terms and conditions of any other agreement, instrument or document, in each case, to which the Trustee is not a party or beneficiary, whether or not such agreement, instrument or document, as the case may be, is referenced in this Indenture. In addition, the Trustee shall not be required to determine or verify (1) the occurrence of the Completion Date, (2) a Commissioning Event or (3) a Repayment Event.

(n) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regarding of the form of action.

(o) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, accidents, acts of war or terrorism, civil or

military disturbances, nuclear catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

(p) The Trustee shall have no obligation or duty, under this Indenture or otherwise, to direct the Collateral Agent to take any action or refrain from taking any action, absent a direction from the Majority of Outstanding Bondholders to the Trustee.

Section 8.02. Certain Rights and Obligations of Trustee. Except as otherwise provided in Section 8.01:

(a) The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees (but shall not be answerable for the gross negligence or willful misconduct of any attorney, agents or receivers appointed with due care), (ii) shall be entitled to the advice or opinion of counsel concerning all matters of trusts hereof and duties hereunder and under Bond Documents, and (iii) may pay reasonable compensation in all cases to all of those attorneys, agents, receivers and employees reasonably employed by it in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Borrower) and the advice of such attorney shall be full authorization and protection in respect of any action taken, suffered or omitted by it hereunder in reliance upon that opinion or advice.

(b) Except for its certificate of authentication on the Bonds, the Trustee shall not be responsible for (i) any recital in this Indenture, in the Bonds, or any other Bond Document, (ii) the validity, priority, recording, rerecording, filing or refiling of this Indenture or any Supplemental Indenture or in any other Bond Document, (iii) the validity, priority, recording, rerecording, filing or refiling of any instrument or document of further assurance or collateral assignment, (iv) the validity, priority, recording, rerecording, filing or refiling of any financing statements, amendments thereto or continuation statements, (v) the validity of the execution by the Issuer of this Indenture, any Supplemental Indenture or in any other Bond Documents or instruments or documents of further assurance, (vi) the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, (vii) the value of or title to the Project, or insurance of the Project or collection of insurance moneys, or (viii) the maintenance of the security hereof or any other Bond Document. The Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, agreements or obligations on the part of the Issuer or the Borrower under the Loan Agreement or other Bond Document. The Trustee shall have no obligation to observe or perform any of the duties of the Issuer under the Loan Agreement. Except for information provided by the Trustee specifically concerning the Trustee, the Trustee shall not have any responsibility with respect to any information included in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with securities laws in connection with the issuance and sale of the Bonds.

(c) The Trustee shall not be accountable for the application by the Borrower or any other Person of the proceeds of any Bonds authenticated or delivered hereunder.

(d) The Trustee may, in the absence of bad faith on its part, act upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document

reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who is the Holder of any Bonds at the time of making the request or giving the authority or consent, shall be conclusive and binding upon all future Holders of the same Bond and of Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact for which the Issuer or the Borrower may be responsible or as to the sufficiency or validity of any instrument, document, report, paper or proceeding, the Trustee, in the absence of bad faith on its part, shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Borrower by an Authorized Representative, as applicable, as sufficient evidence of the facts recited therein. Prior to the occurrence of a Default or Event of Default hereunder of which the Trustee has been notified, as provided in Subsection 8.02(f), or of which by that Subsection the Trustee is deemed to have notice, the Trustee may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient; provided that the Trustee may require and obtain any further evidence which it requires; and provided further that the Trustee shall not be bound to secure any further evidence. The Trustee may accept a certificate of the officer, or an assistant thereto, having charge of the appropriate records, to the effect that a resolution has been adopted by the Issuer in the form recited in that certificate, as conclusive evidence that the resolution has been duly adopted and is in full force and effect.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any Default or Event of Default hereunder, except Events of Default described in Subsections 7.01(a) or (b), unless the Trustee shall be notified specifically of the Default or Event of Default in a written instrument or document delivered to it by the Issuer or by the Holders of at least 10% of the aggregate principal amount of Bonds outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Default or Event of Default, except as noted above.

(g) At any reasonable time, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives (i) may inspect and copy fully all books, papers and records of the Issuer pertaining to the Project and the Bonds, and (ii) may make any memoranda from and in regard thereto as the Trustee may desire (but the Trustee shall have no obligation to do so).

(h) The Trustee shall not be required to give any bond or surety with respect to the execution of these trusts and powers or otherwise in respect of the premises.

(i) Notwithstanding anything contained elsewhere in this Indenture to the contrary, the Trustee may demand any certificates, reports, opinions, appraisals and other information, and any corporate action and evidence thereof, in addition to that required by the terms hereof, as a condition to the authentication of any Bonds or the taking of any action whatsoever within the purview of this Indenture, if the Trustee deems it to be desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds or the right of any Person to the taking of any other action by the Trustee; provided that the Trustee shall not be required to make any such demand.

(j) Before taking action hereunder pursuant to Article VII (with the exception of any action required to be taken under Section 7.03 and except with respect to payment on the Bonds when due) or taking any other action at the request or direction of the Holders, the Trustee may require that indemnity reasonably satisfactory to the Trustee be furnished to it for the reimbursement of all fees and expenses which it may incur and to protect it against all liability by reason of any action so taken, except liability which is finally adjudicated to have resulted from its gross negligence or willful misconduct.

(k) Unless otherwise provided herein, all moneys received by the Trustee under this Indenture shall be held in trust for the purposes for which those moneys were received, until those moneys are used, applied or invested as provided herein; provided that those moneys need not be segregated from other moneys, except to the extent required by this Indenture or by law. The Trustee shall not have any liability for interest on any moneys received hereunder, except to the extent expressly provided herein or agreed with the Issuer or the Borrower.

(l) Any resolution of the Issuer, and any opinions, certificates and other instruments and documents for which provision is made in this Indenture, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

(m) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate of an Authorized Representative of the Issuer or Borrower.

(n) Notwithstanding any provision of this Indenture to the contrary, the Trustee shall not be liable or responsible for the accuracy of any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code, including, without limitation, the calculation of amounts required to be paid to the United States under the provisions of Section 148 of the Code, the maximum amount which may be invested in "nonpurpose obligations" as defined in the Code and the fair market value of any investments made hereunder, and the sole obligation of the Trustee with respect to the investments of funds hereunder shall be to invest the moneys received by the Trustee as provided herein pursuant to the written instructions of the Borrower.

(o) At the written request of any Holder or Beneficial Owner of the Bonds, the Trustee shall (i) request the Borrower to provide the Trustee with copies of such financial statements and reports as the Trustee may be entitled to receive pursuant to Section 5.5 of the Loan Agreement and (ii) provide to such Holder or beneficial owner copies of any financial statements and reports received by the Trustee pursuant to Section 5.5 of the Loan Agreement and/or any notices of litigation received by the Trustee pursuant to Section 5.10 of the Loan Agreement.

Section 8.03. Fees, Charges and Expenses of Trustee; Indemnification. The Trustee shall be entitled to payment or reimbursement by the Borrower, as provided in the Loan

Agreement or any other Bond Document, for reasonable fees for the Ordinary Services of the Trustee and its agents rendered hereunder, the Security Documents or any other Bond Document and for all advances, counsel fees and other Ordinary Expenses reasonably paid or incurred by it and its agents in connection with the provision of Ordinary Services. For purposes hereof, fees for Ordinary Services provided for by the Trustee's standard fee schedule shall be considered reasonable. In the event that it should become necessary for the Trustee to perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary Extraordinary Expenses incurred in connection therewith, including the performance of its agents. The Trustee shall not be entitled to compensation or reimbursement for Extraordinary Services or Extraordinary Expenses directly caused by its gross negligence or willful misconduct (in each case, as determined by a final, non-appealable order of a court or competent jurisdiction).

Prior to the occurrence of an Event of Default, each of the Collateral Agent and the Trustee shall be entitled to (i) payment and reimbursement for its fees and expenses, and (ii) payment of fees for Ordinary Services and Extraordinary Services and its Ordinary Expenses and Extraordinary Expenses, respectively, only (i) as provided in Section 5.01(d)(i), (ii) in the form of Additional Payments made by the Borrower pursuant to the Loan Agreement, or (iii) from other moneys available therefor from the Borrower. Any amounts payable to the Trustee pursuant to this Section shall be payable upon demand and shall bear interest from five Business Days following the date of demand therefor at the Interest Rate for Advances. The initial or acceptance fees of the Trustee and Trustee's fees for Ordinary Services and Extraordinary Services and Ordinary Expenses and Extraordinary Expenses and, may also be withdrawn by the Trustee from the Project Fund as and when due to the extent that those fees, charges and expenses become due during the Construction Period (as defined in the Loan Agreement) and the Trustee is not otherwise reimbursed by the Borrower upon demand therefor. Upon the occurrence of an Event of Default, notwithstanding any provision to the contrary in the Bond Documents, the Trustee and the Collateral Agent shall have a lien with right of payment before payment on account of principal of or interest on or any amount payable with respect to any Bond, upon all moneys in the possession of the Trustee or the Collateral Agent under any provisions hereof or under any other Bond Document (except for the Rebate Fund) for the fees for the Trustee's Ordinary Services and Extraordinary Services and the Ordinary Expenses and Extraordinary Expenses (including advances and attorneys' fees); the Collateral Agent's fees and expenses, indemnities and all other amounts payable to the Trustee and the Collateral Agent under the Bond Documents; and for all other amounts deemed payable to Trustee and Collateral Agent under Bond Documents; provided that prior to drawing from amounts constituting bond proceeds, the Trustee shall receive (i) the advice of counsel to the effect that such withdrawal will not adversely affect any excludability of interest on any Bond from the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes, or (ii) the written direction of the Holders of not less than a majority in principal amount of the Bonds then outstanding directing the Trustee to withdraw such amounts to pay the fees, costs, or expenses owed to the Trustee or its agents in accordance with this Section; further, provided that, the Trustee and the Collateral Agent shall not be liable to any Person for any failure to act or any delay in acting while awaiting payments for amounts due, owing and subject to clause (i) or clause (ii) immediately above. The Trustee's and the Collateral Agent's rights to compensation, reimbursement and indemnity for services provided and events occurring while serving as

Trustee or Collateral Agent hereunder shall survive and continue notwithstanding the subsequent resignation or removal of the Trustee or Collateral Agent or discharge of this Indenture.

Each of the Trustee and the Collateral Agent and their respective employees, officers and agents, shall be entitled to be reasonably indemnified by the Borrower for, from and against any loss, liability, damage, judgment, fine, penalty, cost or expense arising out of or in connection with the acceptance or administration of this trust (in the case of the Trustee) or each of the Trustee's or the Collateral Agent's duties under this Indenture and the other Bond Documents, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers, obligations or duties hereunder or thereunder and including in connection with any Environmental Claim; provided, however, that the Issuer shall not be liable for any such amounts so payable except to the extent the same can be paid or recovered from funds paid or payable pursuant to the Loan Agreement and assigned to or payable to the Trustee or the Collateral Agent.

Section 8.04. [Reserved].

Section 8.05. Successor Trustee. Anything herein to the contrary notwithstanding,

(a) any Person (i) into which the Trustee may be converted or merged, (ii) with which the Trustee or any successor to it may be consolidated, or (iii) to which the Trustee may sell or transfer its assets and corporate trust business as a whole or substantially as a whole, or any Person resulting from any such conversion, merger, consolidation, sale or transfer, ipso facto, shall be and become successor Trustee hereunder and shall be vested with all of the title to the whole property or trust estate hereunder; and

(b) that Person, as successor Trustee, shall be vested further, as was its predecessor, with each and every trust, property, remedy, power, right, duty, obligation, privilege, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by, vested in or conveyed to the Trustee, without the execution or filing of any instrument or document or any further act on the part of any of the parties hereto.

Any successor Trustee, however, (i) shall be a trust company or a bank having the powers of a trust company, (ii) shall be duly authorized to exercise trust powers within the State of Indiana and (iii) shall have a reported capital and surplus of not less than $50,000,000.

Section 8.06. Resignation by Trustee. The Trustee may resign at any time from the trusts created hereby by giving written notice of the resignation to the Issuer, each Secured Hedge Provider and the Borrower by mailing written notice of the resignation to the Holders as their names and addresses appear on the Register at the close of business 15 days prior to the mailing. The resignation shall take effect only upon the appointment of a successor Trustee and the successor Trustee's acceptance thereof.

Section 8.07. Removal of Trustee. The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents delivered to the Trustee at least five Business Days prior to the date of removal, by or on behalf of the Holders of not less than a majority in aggregate principal amount of the Bonds outstanding with copies thereof mailed by

or on behalf of such Holders to the Issuer and the Borrower. If no Event of Default shall at the time have occurred and be continuing hereunder, the Trustee may be removed at any time by an instrument delivered to the Trustee by the Borrower, with the written consent of the Issuer, at least five Business Days prior to the date of removal.

The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than 25% in aggregate principal amount of the Bonds outstanding.

The removal of the Trustee pursuant to this Section shall take effect only upon the appointment of a successor Trustee and the successor Trustee's acceptance thereof.

Section 8.08. Appointment of Successor Trustee. If (i) the Trustee shall resign, shall be removed, shall be dissolved, or shall become otherwise incapable of acting hereunder, (ii) the Trustee shall be taken under the control of any public agency, or (iii) a receiver shall be appointed for the Trustee by a court, then a successor Trustee shall be appointed by the Borrower with the consent of the Issuer; provided that if a successor Trustee is not so appointed within 10 days after (a) a notice of resignation or an instrument or document of removal is received by the Issuer, as provided in Sections 8.06 and 8.07, respectively, or (b) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, so long as the Issuer shall not have appointed a successor Trustee, the Borrower or the Holders of a majority in aggregate principal amount of Bonds outstanding may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Holders. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 60 days of the Trustee's removal, dissolution, resignation or incapacity, the Holder of any Bond outstanding or any retiring Trustee may (at the expense of the Borrower) apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Every successor Trustee appointed pursuant to this Section (i) shall be a trust company or a bank having the powers of a trust company, (ii) shall be duly authorized to exercise trust powers within the State, (iii) shall have a reported capital and surplus of not less than $50,000,000, and (iv) shall be willing to accept the trusteeship under the terms and conditions of this Indenture.

Every successor Trustee appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor, the Issuer and the Borrower, an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the trusts, properties, claims, demands, causes of action, immunities, estates, titles, interests and liens of its predecessor. Upon the written request of its successor, the Issuer or the Borrower, the predecessor Trustee (i) shall execute and deliver an instrument or document transferring to its successor all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of the predecessor Trustee hereunder, and (ii) shall take any other action

reasonably requested by the Borrower to duly assign, transfer and deliver to its successor all property (including, without limitation, all securities and moneys) held by it as Trustee. Should any instrument or document in writing from the Issuer be requested by any successor Trustee for vesting and conveying more fully and certainly in and to that successor the trusts, properties, remedies, powers, rights, duties, obligations, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens vested or conveyed or intended to be vested or conveyed hereby in or to the predecessor Trustee, the Issuer shall execute, acknowledge and deliver that instrument or document.

In the event of a change in the Trustee, the predecessor Trustee shall cease to be custodian of any moneys which it may hold pursuant to this Indenture and shall cease to be Bond registrar, transfer agent, authenticating agent and paying agent for the Bonds. The successor Trustee shall become custodian for moneys held under this Indenture and Bond registrar, transfer agent, authenticating agent and paying agent as and to the extent provided herein.

Section 8.09. Adoption of Authentication. In case any of the Bonds shall have been authenticated, but shall not have been delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee and may deliver those Bonds so authenticated as provided herein. In case any Bonds shall not have been authenticated, any successor Trustee may authenticate those Bonds either in the name of any predecessor or in its own name. In all cases, the certificate of authentication shall have the same force and effect as provided in the Bonds or in this Indenture with respect to the certificate of authentication of the predecessor Trustee. The provisions of this Article VIII, concerning the rights and immunities of the Trustee, shall be applicable to any Authenticating Agent, Bond Registrar and Paying Agent.

Section 8.10. Designation and Succession of Authenticating Agent, Bond Registrar, Transfer Agent and Paying Agent. The Trustee may, with the consent of the Issuer, appoint an agent or agents, with power to act on the Trustee's behalf and subject to the Trustee's direction in the authentication, registration, transfer and exchange of Bonds and payment of Debt Service Requirements under the provisions of this Indenture. For all purposes of this Indenture, the authentication, registration and delivery of Bonds by any such agent pursuant to this Section shall be deemed to be authentication, registration and delivery of those Bonds by the Trustee.

Any Person with or into which any such agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, consolidation or conversion to which any such agent shall be a party, or any Person succeeding to the trust business of any such agent, shall be the successor of that agent hereunder, if that successor Person is otherwise eligible hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto or the such agent or such Person.

Any such agent may at any time resign by giving written notice of resignation to the Trustee and to the Issuer and the Borrower. The Trustee may at any time terminate the agency of any such agent by giving written notice of termination to such agent and to the Issuer and the Borrower. Upon receiving such a notice of resignation or upon such a termination, or in the case at any time any such agent shall cease to be eligible under this Section, the Trustee may appoint a successor agent. The Trustee shall give written notice of appointment of a successor agent to the Issuer and the Borrower and shall mail, within 10 days after that appointment, notice thereof

to all Holders as their names and addresses appear on the Register on the date of that appointment.

The Trustee shall pay to any such agent from time to time reasonable compensation for its services, and the Trustee shall be entitled to be reimbursed for such payments as Ordinary Expenses, subject to Section 8.03.

The pertinent provisions of Subsections 8.01, 8.02(b), (c), (d), (h) and (i) shall be applicable to any such agent.

Section 8.11. Dealing in Bonds. The Trustee, its affiliates, and any directors, officers, employees or agents thereof, in good faith, may become the owners of Bonds secured hereby with the same rights which it or they would have hereunder if the Trustee did not serve in that capacity. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer, the Borrower or any related party.

Section 8.12. Representations, Agreements and Covenants of Trustee. The Trustee hereby represents and covenants that it is a national banking association duly organized and validly existing under the laws of the United States of America, in good standing where incorporated and duly authorized to exercise corporate trust powers in the State, and that it will take such action, if any, as is necessary to remain in good standing where incorporated and duly authorized to exercise corporate trust powers in the State.

Section 8.13. No Obligation to Review Reports. The Trustee shall not have any obligation to review any financial statement or report provided to the Trustee by the Borrower or the Issuer pursuant to this Indenture or the Loan Agreement or any other Bond Document, nor shall the Trustee be deemed to have notice of any item contained therein or Event of Default which may be disclosed therein in any manner. The Trustee's sole responsibility with respect to such reports shall be to act as the depository for such reports for the Bondholders and to make such reports available for review by the Bondholders in accordance with this Indenture.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTS AND AMENDMENTS

Section 9.01. Supplemental Indentures Not Requiring Consent of Holders. Without the consent of or notice to any Holders, the Issuer and the Trustee may enter into indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity, inconsistency or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Holders any additional rights, remedies, powers or authority;

(c) To confirm any pledge of or lien on the Gross Revenues of the Borrower, to assign additional revenues or property under this Indenture or the Security Documents or to accept additional security or instruments of further assurance;

(d) To add to the covenants, agreements and obligations of the Issuer under this Indenture, other covenants, agreements and obligations to be observed for the protection of the Holders, or to surrender or limit any right, power or authority reserved to or conferred upon the Issuer in this Indenture;

(e) To permit the use of a book entry system to identify the owner of an interest in an obligation issued by the Issuer under this Indenture, whether that obligation was formerly, or could be, evidenced by a tangible security;

(f) To permit the Trustee to comply with any obligations imposed upon it by law;

(g) To specify further the duties and responsibilities of the Trustee;

(h) To achieve compliance of this Indenture with any applicable federal securities or tax laws;

(i) To make amendments to the provisions hereof relating to arbitrage matters under Section 148 of the Code, if, in the opinion of Bond Counsel selected by the Issuer, those amendments would not cause the interest on the Bonds outstanding to become included in the gross income of the Holders thereof for federal income tax purposes, which amendments may, among other things, change the responsibility for making the relevant arbitrage calculations;

(j) To make any amendments required to secure or maintain a rating on the Bonds from a Rating Service;

(k) To permit any other amendment which is not materially adverse to the interests of the Trustee or the Holders (as determined by the Borrower); or

(l) to provide for the issuance of Additional Bonds and Parity Indebtedness.

Before the Issuer and the Trustee shall enter into any Supplemental Indenture pursuant to this Section, there shall have been delivered to the Trustee and the Issuer a Favorable Opinion, obtained by the Issuer, including an opinion to the effect that such Supplemental Indenture, will, upon the execution and delivery thereof authorized or permitted by this Indenture and the Act, be valid and binding upon the Issuer in accordance with its terms.

Section 9.02. Supplemental Indentures Requiring Consent of Holders. This Indenture may otherwise be amended, restated, supplemented, waived or otherwise modified only by a Supplemental Indenture, the execution of which has been consented to in writing by the Borrower and approved in writing by the Majority of Outstanding Bondholders, except that, other than as permitted by Section 9.01, this Indenture may not be amended with respect to (a) an extension of the maturity of the principal of or the interest on any Bonds issued hereunder, or (b) a reduction in the principal amount of any Bonds or the redemption premium or the rate of interest thereon, or (c) the creation of a pledge of receipts and revenues to be received by the Issuer other than the pledge created by this Indenture, or (d) further subordination of the Subordinate Bonds (excluding from this clause (d) the creation of any lien securing one or more Secured Hedge Contracts that ranks senior to the Senior Bonds), or (e) a reduction in the aggregate principal amount of Bonds required for consent to such Supplemental Indenture. Before the Issuer and the Trustee may enter into such Supplemental Indenture permitted by this Section, there shall have first been delivered to the Trustee (a) the consents, in writing, of the Majority of Outstanding Bondholders and (b) a Favorable Opinion obtained by the Issuer or the Borrower, including an opinion stating that such Supplemental Indenture is authorized or permitted by this Indenture and the Act, and will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms.

Section 9.03. Consent of Borrower. Anything contained herein to the contrary notwithstanding, a Supplemental Indenture executed and delivered in accordance with this Article which affects any rights of the Borrower shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of that Supplemental Indenture.

Section 9.04. [Reserved].

Section 9.05. Modification by Unanimous Consent. Notwithstanding anything contained elsewhere in this Indenture, the rights and obligations of the Issuer and of the Holders, and the terms and provisions of the Bonds and this Indenture or any Supplemental Indenture, may be modified or altered in any respect with the written consent of (i) the Issuer, (ii) all Holders of the Senior Bonds, or if no Senior Bonds are then Outstanding, all Holders of the Subordinate Bonds, and (iii) the Borrower.

Section 9.06. Amendment of Loan Agreement, Security Documents, Intercreditor Agreement or Performance Risk Insurance Policy. If the Issuer or the Borrower propose to amend the Loan Agreement, any Security Documents, Intercreditor Agreement or the Performance Risk Insurance Policy, the Trustee and the Collateral Agent may consent thereto if there is delivered by the Borrower to the Trustee and the Collateral Agent an opinion of counsel that such amendment does not materially adversely affect the interests of the Holders or the Secured Hedge Providers; provided that if such proposal would amend the Loan Agreement, any

Security Documents, the Intercreditor Agreement or the Performance Risk Insurance Policy in such a way as would materially adversely affect the interests of the Holders, other than as a result of the issuance of Additional Bonds, the Trustee or the Collateral Agent shall notify Holders of the proposed amendment and may consent thereto with the consent of the Majority of Outstanding Bondholders, except that no amendment which is not required as the result of the issuance of Additional Bonds or the securing of a Secured Hedge Contract materially adversely affecting the interests of the Holders shall be consented to by the Trustee or the Collateral Agent without the unanimous written consent of all Holders of the Senior Bonds, or if no Senior Bonds are then Outstanding, all Holders of the Subordinate Bonds, if such materially adverse amendment would (1) decrease the amounts payable under the Loan Agreement, any Security Document, the Intercreditor Agreement or the Performance Risk Insurance Policy, (2) change the date of payment or prepayment provisions under the Loan Agreement, any Security Document, the Intercreditor Agreement or the Performance Risk Insurance Policy, or (3) change any provisions with respect to the security interest or any lien granted under the Loan Agreement, the Intercreditor Agreement or any Security Document or the procedure for obtaining an amendment. Before the Issuer shall enter into, and the Trustee or the Collateral Agent shall consent to, any modification, alteration, amendment or supplement to the Loan Agreement, any Security Document, the Intercreditor Agreement or the Performance Risk Insurance Policy pursuant to this Section, there shall have been delivered to the Issuer and the Trustee and/or the Collateral Agent a Favorable Opinion obtained by the Issuer or the Borrower, including an opinion stating that such amendment will, upon delivery, be binding upon the parties thereto.

Section 9.07. Parity Indebtedness. It is hereby recognized that this Indenture permits the Borrower to incur Parity Indebtedness by (a) complying with the requirements set forth in Sections 4.02 or 4.03 hereof as if Parity Indebtedness were Additional Bonds or (b) in the form of Secured Hedge Contracts. Any such Parity Indebtedness may be secured by a first priority lien on and security interest in the Collateral (as defined herein and in the Intercreditor Agreement) that ranks pari passu with the liens on and security interests in the Collateral securing the Senior Bonds and this Indenture in accordance with this Indenture and the Security Documents. All obligations under Secured Hedge Contracts, including Regular Hedge Payments and Termination Payments, shall constitute Parity Indebtedness but are not subject to the requirements of Section 4.02 or 4.03 hereof; provided however, that written consent of the Performance Risk Insurer, if any, shall be required for any Secured Hedge Contracts. The Trustee and the Collateral Agent may conclusively rely on a certificate of the Borrower regarding the amount of outstanding Parity Indebtedness at any time.

Section 9.08. Trustee Authorized to Join in Supplements and Amendments; Effect of Supplement; Reliance on Counsel. The Trustee is authorized to join with the Issuer in the execution and delivery of any Supplemental Indenture in accordance with this Article and to make the further agreements and stipulations which may be contained therein. Thereafter, (a) such Supplemental Indenture shall form a part of this Indenture; (b) all terms and conditions contained in that Supplemental Indenture as to any provision authorized to be contained therein shall be deemed to be a part of the terms and conditions of this Indenture for any and all purposes; (c) this Indenture shall be deemed to be modified and amended in accordance with the Supplemental Indenture; and (d) the respective rights, duties and obligations under this Indenture of the Issuer, the Borrower, the Trustee, the Collateral Agent and all Holders of Bonds outstanding shall be determined, exercised and enforced hereunder in a manner which is subject

in all respects to those modifications and amendments made by the Supplemental Indenture. The Trustee shall not be required to execute or consent to any Supplemental Indenture or execute or consent to the modification, alteration or amendment of any other Transaction Document which affects the duties, liabilities and immunities of the Trustee under the Indenture or such other Transaction Documents. The Trustee is also authorized to join with the Issuer in the execution and delivery of or consent to any amendment permitted by this Article. In any action set forth in this Section, the Trustee shall receive and shall be fully protected by an opinion of counsel delivered by the Borrower or the Issuer that such Supplemental Indenture or amendment is permitted and authorized by this Indenture and the other Bond Documents.

Section 9.09. Notice to Performance Risk Insurer; Consent to Amendments. Prior to any supplement or amendment to this Indenture, the Loan Agreement, the Mortgage or any Project Document, written notice, along with a summary of the supplement or amendment, shall be provided by the Borrower to the Performance Risk Insurer. In the event that the Performance Risk Insurer determines that any such supplement or amendment adversely affects the Performance Risk Insurer, pursuant to Section VIII. 4 of the Performance Risk Insurance Policy, no such supplement or amendment shall become effective until the Performance Risk Insurer shall have consented thereto in writing.

(End of Article IX)

ARTICLE X.

DEFEASANCE

Section 10.01. Defeasance. When the principal of, and premium (if any) and interest on, all Bonds issued hereunder have been paid, or provision has been made for payment of the same and any purchase price which may become payable pursuant to Article IV, together with the compensation, expenses and indemnities of the Trustee and the Collateral Agent and all other sums payable hereunder by the Issuer or the Borrower, and all obligations of the Borrower under each Secured Hedge Contract shall have been paid in full and each Secured Hedge Contract shall have terminated, the right, title and interest of the Collateral Agent in and to the Trust Estate shall thereupon cease, on demand of the Issuer (evidenced by a certificate of the Issuer (at the discretion of the Borrower), filed with the Trustee and the Collateral Agent, signifying the intention of the Issuer (at the discretion of the Borrower) to discharge all such indebtedness and this Indenture and upon the delivery of an opinion of counsel to the Issuer or the Borrower to the Trustee and the Collateral Agent that all conditions precedent to the discharge of the lien of this Indenture have been complied with), the Collateral Agent shall release the liens granted hereunder and under the other Bond Documents and the Trustee shall release this Indenture and, subject to the Intercreditor Agreement, the Security Documents, each of the Collateral Agent and the Trustee shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Borrower or to such person, body or authority as may be entitled to receive the same all balances then held by it hereunder not required for the payment of the Bonds and such other sums. If payment or provision therefor is made with respect to less than all of the Bonds, the particular Bonds (or portions thereof) for which provision for payment shall have been considered made shall be selected by lot or such other basis according to DTC procedures, and thereupon the Trustee and the Collateral Agent shall take similar action for the release of this Indenture with respect to such Bonds.

Section 10.02. Provision for Payment.

(a) Provision for the payment of any Bond or any portion thereof shall be deemed to have been made when the Trustee holds in the Bond Fund (1) cash in an amount sufficient to make all payments (including principal, premium, if any, and interest) specified in Section 10.01 with respect to such Bond (or portion thereof), or (2) noncallable, direct obligations issued by the United States of America, maturing on or before the date or dates when the payments specified above shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate, sufficient without reinvestment to make all such payments, or (3) any combination of cash and such obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient without reinvestment to make all such payments; provided that (i) the Trustee and the Issuer shall have received an opinion of Bond Counsel to the effect that a deposit of cash and/or obligations described in clause (1) through (3) above will not adversely affect the excludability from gross income for federal income tax purposes of the interest on any of the Bonds or cause any of the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code, and (ii) provision for payment of such Bond (or portion thereof) shall be deemed to be made only if the Trustee holds in the Bond Fund cash and/or such obligations for payment of such Bond (or portion thereof) pursuant to Section 5.05 in amounts sufficient to make all payments specified above with respect to such Bond (or portion

thereof), as verified by an accountant's certification in form and by an accountant selected by the Borrower acceptable to any Rating Service.

(b) Neither the moneys nor the obligations deposited with the Trustee pursuant to this Article shall be withdrawn or used for any purpose other than, and such obligations and moneys shall be segregated and held in trust for, the payment of the principal or redemption price of, premium, if any, on and interest on, such Bond (or portion thereof), or for the payment of the purchase price of such Bond (or portion thereof) in accordance with Article IV.

(c) Whenever moneys or obligations shall be deposited with the Trustee for the payment or redemption of any Bond (or portion thereof) more than 60 days prior to the date that such Bond (or portion thereof) is to mature or be redeemed, the Trustee shall deliver a notice to the Holders of Bonds for the payment of which such moneys or obligations are being held stating that such moneys or obligations have been deposited. Notwithstanding the foregoing, no delivery to the Trustee under this Section shall be deemed a payment of any such Bond (or portion thereof) which is to be redeemed prior to its stated maturity until such Bond (or portion thereof) shall have been irrevocably called or designated for redemption on a date thereafter on which such Bonds may be redeemed in accordance with the provisions of this Indenture and proper notice of such redemption shall have been given in accordance with Article III or the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to give, in the manner and at the times prescribed by Article III, notice of redemption.

Section 10.03. Deposit of Funds for Payment of Bonds. If the principal or redemption price of any Bonds becoming due, either at maturity or by call for redemption or tender or otherwise, together with the premium (if any) thereon and all interest accruing thereon to the due date, has been paid or provision therefor made in accordance with Section 10.02, all interest on such Bonds shall cease to accrue on the due date and all liability of the Issuer with respect to such Bonds shall likewise cease, except as hereinafter provided. Thereafter, the Holders of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Trustee shall hold such funds in trust for such Holders uninvested and without liability for interest thereon. Moneys so deposited with the Trustee which remain unclaimed four years after the date payment thereof becomes due shall, at the request of the Borrower, provided that the Borrower certifies that, and no Default or Event of Default exists or would arise from the payment thereof, be paid to the Borrower, and the Holders of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Borrower; provided that the Trustee, before making payment to the Borrower, may, at the expense of the Borrower, cause a notice to be given to the Holders stating that the moneys remaining unclaimed will be returned to the Borrower after a specified date.

Section 10.04. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture which relate to the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, credit against mandatory sinking fund requirements, exchange, registration of transfer and registration of Bonds, replacement of mutilated, lost, wrongfully taken or destroyed Bonds, safekeeping and cancellation of Bonds, nonpresentment, holding of moneys in trust, payment of moneys to the Borrower, the rebate of moneys to the United States in accordance with Section 5.09, and the duties of the Trustee in connection with all of the foregoing, along with all provisions of any Bond Documents relating

to indemnification of the Trustee or Collateral Agent, shall remain in effect notwithstanding the release and discharge of this Indenture. The provisions of this Article shall survive the release, discharge and satisfaction of this Indenture. No defeasance shall be effective unless and until all fees, expenses, indemnities and other amounts payable to the Trustee and the Collateral Agent have been fully paid and satisfied.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.01. Limitation of Rights; No Personal Recourse. With the exception of rights conferred expressly in this Indenture, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Borrower and the Holders of the Bonds any legal or equitable right, remedy, power or claim under or with respect to this Indenture or any covenants, agreements, conditions and provisions contained herein.

Notwithstanding any other terms or provisions hereof, the obligations of the Issuer under this Indenture are special and limited obligations of the Issuer, payable solely from the Trust Estate. The obligations of the Issuer under this Indenture do not represent or constitute a debt of the Issuer or of the State within the meaning of the provisions of the Constitution or statutes of Indiana or a pledge of the faith and credit of the Issuer or the State or grant to any person any right to have the Issuer or the State levy any taxes or appropriate any funds for the payment of such obligations. Neither the faith and credit nor the taxing power of the State is pledged to the payment of the obligations of the Issuer under this Indenture. The Issuer has no taxing power.

No recourse shall be had under or upon any obligation, covenant or agreement contained in this Indenture, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, under or independent of this Indenture, against any member, officer, employee or agent as such, present or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer, or any receiver thereof, of any sum that may be due and unpaid by the Issuer hereunder. Any and all personal liability of every nature, whether at common law or in equity, by statute or constitution or otherwise, of any member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for or to the Issuer, or any receiver thereof, of any sum that may remain due and unpaid by the Issuer hereunder, is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture.

Section 11.02. Severability. In case any section or provision of this Indenture, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Indenture, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Indenture or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Indenture, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

Section 11.03. Notices. It shall be sufficient service or giving of any notice, request, complaint, demand or other instrument or document, if it is duly mailed by first class mail, postage prepaid or in the case of notices to Holders, given in accordance with the procedures of DTC (including by electronic transmission). Notices to the Issuer, the Trustee, the Collateral Agent and the Borrower shall be addressed as follows:

(a) If to the Issuer, at Indiana Finance Authority, One North Capitol, Suite 900, Indianapolis, IN 46204, Attention: Public Finance Director of the State of Indiana;

(b) If to the Trustee or the Collateral Agent, at UMB Bank, 204 North Robinson, Oklahoma City, OK 73102, Attention: Corporate Trust Department; and

(c) If to the Borrower, at RES Polyflow Indiana LLC, 8584 E. Washington Street, #304, Chagrin Falls, Ohio 44023, Attention: Jay Schabel.

The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, demand or other instrument or document shall be sent. The Trustee shall designate, by notice to the Issuer and the Borrower addresses to which notices or copies thereof shall be sent to the Trustee's agents hereunder.

In connection with any notice mailed pursuant to the provisions of this Indenture, a certificate of the Trustee, the Collateral Agent, the Issuer, the Borrower or the Holders, whichever mailed that notice, that the notice was so mailed shall be conclusive evidence of the proper mailing of the notice.

Section 11.04. Suspension of Mail. If because of the suspension of delivery of first class mail or, for any other reason, the Trustee shall be unable to mail by first class of mail any notice required to be mailed by the provisions of this Indenture, the Trustee shall give such notice in such other manner as in the judgment of the Trustee shall most effectively approximate first class mailing thereof, and the giving of that notice in that manner for all purposes of this Indenture shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 11.05. Payments Due on Saturdays, Sundays and Holidays. If any Interest Payment Date, date of maturity of any Bonds, or date fixed for redemption of any Bonds is a Saturday, Sunday or a day on which the Trustee or any paying agent is required, authorized or not prohibited, by law (including without limitation executive orders) to close and is closed, then payment of interest, principal and any redemption premium need not be made by the Trustee or any paying agent on that date, but that payment may be made on the next succeeding Business Day on which the Trustee or any paying agent is open for business with the same force and effect as if that payment were made on the Interest Payment Date, date of maturity or date fixed for redemption, and no interest shall accrue for the period after such nominal date; provided that if the Trustee is open for business on the applicable Interest Payment Date, date of maturity or date fixed for redemption, it shall make any payment required hereunder with respect to payment of interest on Outstanding Bonds and payment of principal of and premium on Bonds presented to it for payment, regardless of whether any paying agent shall be open for business or closed on the applicable Interest Payment Date, date of maturity or date fixed for redemption.

Section 11.06. Instruments of Holders. Any writing, including without limitation any consent, request, direction, approval, objection or other instrument or document, required under this Indenture to be executed by any Holder may be in any number of concurrent writings of

similar tenor and may be executed by that Holder in person or by an agent or attorney appointed in writing. Proof of (i) the execution of any such writing, (ii) the execution of any writing appointing any agent or attorney, and (iii) the ownership of Bonds, shall be sufficient for any of the purposes of this Indenture, if made in the following manner, and if so made, shall be conclusive in favor of the Trustee with regard to any action taken thereunder, namely:

(a) The fact and date of the execution by any person of any writing may be proved by the certificate of any officer in any jurisdiction, who has power by law to take acknowledgments within that jurisdiction, that the person signing the writing acknowledged that execution before that officer, or by affidavit of any witness to that execution; and

(b) The fact of ownership of Bonds shall be proved by the Register maintained by the Trustee.

Nothing contained herein shall be construed to limit the Trustee to the foregoing proof, and the Trustee may accept any other evidence of the matters stated therein which it deems to be sufficient. Any writing, including without limitation any consent, request, direction, approval, objection or other instrument or document, of the Holder of any Bond shall bind every future Holder of the same Bond, with respect to anything done or suffered to be done by the Issuer, the Trustee pursuant to that writing.

Section 11.07. Secured Hedge Contracts. Without limiting any of the rights of the Trustee set forth in Section 8.03, nothing in this Indenture shall prohibit the Borrower from entering into Secured Hedge Contracts secured by a first priority lien on and security interest in the Collateral (as defined herein and in the Intercreditor Agreement) that ranks pari passu with the liens on and security interests in the Collateral securing the Senior Bonds and this Indenture in accordance with the Security Documents.

Section 11.08. Intercreditor Agreement. In connection with the Borrower's entry into Secured Hedge Contracts, each of the Issuer, the Collateral Agent and the Trustee will enter into the intercreditor agreement in the form attached hereto as Exhibit D (such agreement, the "Intercreditor Agreement"). As a condition to the Trustee's, Collateral Agent's and Issuer's execution of the Intercreditor Agreement, each shall receive an Opinion of Counsel to the Issuer, Collateral Agent and the Trustee but addressed to each of them, that such Intercreditor Agreement and the execution thereof by the Trustee, the Collateral Agent and the Issuer, as applicable, is authorized and permitted under this Indenture. The Bondholders hereby consent to the Intercreditor Agreement to be executed concurrently with this Indenture and to the appointment of the Collateral Agent thereunder as collateral representative for the Secured Parties.

Section 11.09. Consents, Etc., of Registered Owners.

(a) *Deemed Approval.* Whenever this Indenture or any other of the Bond Documents conditions action upon the consent, written or otherwise, of a Majority of Outstanding Bondholders, the Trustee and the Issuer agree that such approval or consent from any Holder shall be deemed given for all purposes under this Indenture and the other Bond Documents, if within 30 days following written request by the Trustee, no written response or rejection is

received by the Trustee from such Holder but Trustee and Collateral Agent can request direction and indemnity from Holders.

(b) *Form and Manner of Consent.* Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Holders may be in any number of concurrent documents and may be executed by such Holders in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds and Parity Indebtedness, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive without independent investigation in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(i) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and Parity Indebtedness and the amount or amounts, numbers and other identification of such Bonds and Parity Indebtedness, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 2.03 hereof.

Section 11.10. Binding Effect. This Indenture shall inure to the benefit of and shall be binding upon the Issuer, the Collateral Agent and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. Each Secured Hedge Provider shall be an express third party beneficiary of the sections of this Indenture listed in Section 5(a)(iii) of the Intercreditor Agreement and shall have all of the rights, benefits and privileges of a third party beneficiary, including an independent right of action to enforce such rights, benefits and privileges directly, without the consent or joinder of any other Person against the parties hereto.

Section 11.11. Counterparts. This Indenture may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Delivery of an executed signature page of this Indenture by facsimile or email transmission shall be effective as delivery of a manually signed counterpart hereof.

Section 11.12. Governing Law. This Indenture and the Bonds shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

Section 11.13. Collateral Agent. The Collateral Agent is executing this Indenture solely as collateral agent under the Intercreditor Agreement and shall have all of the rights, privileges, protections and immunities in favor of the Collateral Agent under the Intercreditor Agreement.

(End of Article XI)

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be executed and delivered on its behalf by its duly authorized officer and its seal to be hereunto affixed and attested by its duly authorized officer and each of the Trustee and the Collateral Agent has caused this Indenture to be executed and delivered on its behalf by one of its duly authorized officers all as of the day and year first above written.

[SEAL]

INDIANA FINANCE AUTHORITY

By: _____
Micah G. Vincent, Chair

Attest: _____
Dan Huge, Public Finance
Director of the State of Indiana

UMB BANK, N.A., as Trustee and Collateral Agent

By: _____
Authorized Officer

EXHIBIT A

BOND FORM

TRANSFER RESTRICTED

This Bond may be sold or transferred only to an approved investor upon delivery of an Investor Letter and subject to other conditions provided in the Indenture

United States of America
Indiana Finance Authority
Exempt Facility Revenue Bond, Series 2019
(RES Polyflow Indiana Project) (Green Bonds)

No. R-1 $185,000,000

Maturity Date	Interest Rate	Dated Date	CUSIP
March 1, 2039	7.00 %	April 10, 2019	45470DAA5

NOTICE: Unless this bond is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any bond issued in lieu hereof is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered Holder hereof, Cede & Co., has an interest herein.

REGISTERED OWNER: CEDE &CO.

PRINCIPAL AMOUNT: ONE HUNDRED EIGHTY-FIVE MILLION DOLLARS AND NO CENTS ($185,000,000)

KNOW ALL MEN BY THESE PRESENTS that the Indiana Finance Authority ("Issuer"), a body politic and corporate, not a state agency but an independent instrumentality, exercising essential public functions of the State of Indiana ("State"), for value received, promises to pay, solely from the Trust Estate (as defined in the hereinafter defined Indenture), to the order of the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon surrender hereof, the Principal Amount specified above, and in like manner to pay, solely from the Trust Estate, interest thereon at the Interest Rate specified above. This Bond shall bear interest from the date of authentication, if authenticated on an Interest Payment Date (hereinafter described) to which interest has been paid or duly provided for or from the last preceding Interest Payment Date to which interest has been paid or duly provided for (or the Dated Date if no interest hereon has been paid), in all cases to and including the day immediately preceding the most recent Interest Payment Date. "Interest Payment Date" means March 1 and September 1 of each year, commencing September, 2019. The principal or redemption price of this Bond shall be payable in any coin or currency of the United States which on the date of payment thereof is legal tender for the payment of public or private debt. The principal or redemption price of this Bond (or of a portion of this Bond in the case of a partial redemption) is payable to the Registered Owner hereof at the corporate trust office of UMB Bank, N.A., or its successor as paying agent ("Paying Agent"). UMB Bank, N.A., in its separate capacities as trustee ("Trustee") and as bond registrar (the "Bond Registrar"), is Trustee and the Bond Registrar for the Bonds. Interest shall be paid to the Registered Owner hereof whose name appears on the registration books kept by the Bond Registrar as of the close of business on the Regular Record Date in like coin or currency. The Regular Record Date for any Interest Payment Date shall be the 15th day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date. This Bond is registered as to both principal and interest on the registration books kept by the Bond Registrar and may be transferred or exchanged subject to the further conditions specified in the Indenture (as hereinafter defined), only upon surrender hereof at the corporate trust office of Trustee.

This Bond is one of an authorized issue of Bonds limited in aggregate principal amount to $185,000,000 (the "Bonds") to provide funds to (i) finance a portion of the costs of the Project (as defined in the hereinafter defined Agreement), (ii) fund capitalized interest, (iii) fund a deposit to a debt service reserve fund and (iv) pay related costs of issuance. The proceeds of the Bonds have been provided by the Issuer to RES Polyflow Indiana LLC (the "Borrower"), under the terms of a Loan Agreement,

dated as of March 1, 2019 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Agreement"), under which the Borrower is obligated to pay amounts which are sufficient to pay (i) the principal of, premium, if any, and interest on the Bonds as the same shall become due in accordance with their terms and provisions and the terms and provisions of the Indenture and (ii) the fees and expenses of Trustee and any paying agents properly payable under the Indenture and certain expenses of Issuer related to the Bonds and the Project. The loan of the proceeds of the Bonds to the Borrower is secured by (a) a mortgage lien and security interest on the Project (the "Mortgage") and (b) a pledge and assignment of the Gross Revenues of the Borrower (as defined in the Indenture) and certain other collateral of the Borrower.

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of a Trust Indenture, dated as of March 1, 2019, by and between Issuer and Trustee and UMB Bank, N.A. as Collateral Agent (the "Collateral Agent") (which trust indenture, as from time to time amended and supplemented, is hereinafter referred to as the "Indenture"), duly executed and delivered by Issuer to Trustee and Collateral Agent and pursuant to which all payments due from the Borrower to the Issuer under the Agreement (other than payments of certain expenses of Issuer, indemnification of Issuer and any amounts on deposit in the Rebate Fund) are assigned to Collateral Agent to secure the payment of the principal of and premium, if any, and interest on the Bonds and any Additional Bonds. Reference is hereby made to the Indenture, the Loan Agreement, the Mortgage and the other Bond Documents for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of Issuer, Trustee, Collateral Agent and the owners of the Bonds and the terms upon which the Bonds are issued and secured.

Capitalized terms used in this Bond which are not defined herein but which are defined in the Indenture shall have the respective meanings set forth in the Indenture.

AUTHORIZED DENOMINATIONS

The Bonds shall be issuable only in authorized denominations of $100,000 and any integral multiple of $5,000 in excess of $100,000.

OPTIONAL REDEMPTION

The Bonds are subject to optional redemption, in whole or in part, at any time on or after March 1, 2026 at the option of the Issuer upon direction of the Borrower at the redemption prices described in the Indenture, plus interest accrued to the redemption date.

The Issuer shall direct the Trustee to call Bonds for optional redemption when and only when it shall have been notified by the Borrower to do so. Notice of any optional redemption shall specify the principal amount of Bonds to be redeemed and the redemption date. The Borrower will give the notice to the Trustee at least 15 days prior to the day on which the Trustee is required to give notice of such optional redemption to the Bondholders.

SINKING FUND REDEMPTION

The Bonds are subject to mandatory sinking fund redemption at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date. As and for a sinking fund for the redemption of Bonds, the Issuer shall cause to be deposited into the Bond Fund a sum which is sufficient to redeem on March 1 of each of the following years (after credit as provided in the Indenture) the following principal amounts of Bonds, plus accrued interest to the redemption date:

Year	Amount
2023	$6,000,000
2024	6,400,000
2025	6,900,000
2026	7,300,000
2027	7,900,000
2028	8,400,000
2029	9,000,000
2030	9,600,000
2031	10,300,000
2032	11,000,000
2033	11,800,000
2034	12,600,000
2035	13,500,000

2036	14,500,000
2037	15,500,000
2038	16,600,000
2039*	17,700,000

* maturity.

SPECIAL MANDATORY REDEMPTION

This Bond shall be subject to special mandatory redemption prior to maturity not later than 180 days after the occurrence of a Determination of Taxability, in which event Borrower shall be obligated to prepay the amounts payable under the Agreement as provided the Agreement, at a redemption price of 105% of the outstanding principal amount hereof, plus accrued interest to the redemption date.

The manner of redeeming Bonds is described in detail in the Indenture.

MANDATORY REDEMPTION FROM EXCESS PROCEEDS

This Bond shall be subject to mandatory redemption from amounts remaining on deposit in the Project Fund after the filing of the certificate of the Authorized Representative of the Borrower regarding the completion of the acquisition, construction and installation of the Project required by the Agreement and after the Debt Service Reserve Fund is funded at the Debt Service Reserve Requirement. Such redemption shall occur as soon as practicable and in compliance with the notice provisions of the Indenture.

EXTRAORDINARY MANDATORY REDEMPTION

This Bond shall be subject to extraordinary mandatory redemption in an amount equal to the outstanding principal amount hereof plus accrued interest if the Performance Risk Insurer (as defined in the Indenture) shall make payment for a One Time Payment Option, a Single RESP Line Payment Option or a Commissioning Event (each as defined in the Performance Risk Insurance Policy).

MANDATORY REDEMPTION FROM DISPOSITION PROCEEDS

The Bonds shall be subject to mandatory redemption in part at a price of 105% of the outstanding principal amount thereof plus accrued interest to the date of

redemption from proceeds of the disposition of the Project Site in the event that the Borrower exercises its option to dispose of the Project Site pursuant to the Loan Agreement. Such redemption shall occur on any Business Day as soon as practicable and in compliance with the notice provisions of the Indenture.

EXTRAORDINARY OPTIONAL REDEMPTION

The Bonds are subject to optional redemption by the Issuer at the direction of the Borrower prior to their scheduled maturities, in whole or in part at a redemption price equal to the principal amount thereof plus accrued interest from the most recent interest payment date to the redemption date, and without any premium, on any date following the occurrence of any damage or destruction to, or condemnation of, any property, plant, and equipment of the Borrower constituting the Project, to the extent that the net proceeds of insurance or condemnation award are to be applied in such manner and the Borrower has determined not to use such net proceeds or award to repair, rebuild or replace such property, plant, and equipment of the Project.

DEFAULT PROVISIONS

In case an Event of Default as defined in the Indenture shall have occurred, the principal of all Bonds then Outstanding under the Indenture may become due and payable prior to their scheduled maturity date.

GENERAL PROVISIONS

The transfer of this Bond is registrable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing at the principal corporate trust office of Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such registration of transfer a new Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued and executed by the Issuer and authenticated and delivered by the Trustee to the transferee in exchange therefor. Issuer, Trustee and any Paying Agents may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, and, premium, if any, and interest due hereon and for all other purposes, and none of Issuer,

Paying Agent and Trustee shall be affected by any notice to the contrary. Transfer of this Bond is restricted as provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in authorized denominations. Subject to the limitations and upon payment of the charges provided in the Indenture, the Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series and the same maturity and bearing interest at the same rate.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Indiana, particularly Indiana Code 5-1.2 *et seq.*, as amended (the "Act"), and by appropriate action duly taken by the Issuer, which action authorizes the execution and delivery of the Agreement and the Indenture.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, unless an event of default as defined in the Indenture shall have occurred. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of Issuer and the rights of the owners of the Bonds at any time by Issuer with the consent of the owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, as defined in the Indenture. Any such consent or waiver shall be conclusive and binding upon the current and any future owner of this Bond and of any Bond issued in replacement hereof whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting Trustee to waive certain past defaults under the Indenture and their consequences. The Indenture permits the issuance of additional bonds and indebtedness on parity with this Bond upon compliance with the provisions thereof.

Amounts sufficient for the prompt payment, when due, of the principal of and, premium, if any, and interest on the Bonds are to be paid to Trustee for the account of

Issuer and deposited in a special fund created designated "Indiana Finance Authority Exempt Facility Revenue Bonds, Series 2019 (RES Polyflow Indiana Project) (Green Bond)" and such amounts have been duly pledged and assigned for that purpose, and in addition, the rights of Issuer (other than certain indemnification rights and the payment of, premium, if any, certain expenses of Issuer related to the Project) under the Agreement have been assigned to Collateral Agent to secure payment of such principal, premium, if any, and interest under the Indenture. Such payments are also secured by the Mortgage and the pledge of the Gross Revenues of the Borrower.

It is hereby certified, recited and declared by the Issuer that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been manually signed by Trustee.

This Bond and the issue of which it forms a part are special and limited obligations of Issuer and are payable solely out of and secured by the Trust Estate and the Mortgage. The Bonds and the interest thereon are not and shall never constitute an indebtedness of Issuer, the State of Indiana or any other political subdivision thereof within the meaning of any State of Indiana constitutional or statutory limitation. The Bonds and the interest payable thereon are not and shall never constitute a charge against Issuer's general credit or a pecuniary liability of Issuer. Issuer has no taxing powers. Neither the faith and credit nor the taxing power of the State is pledged to the payment of the principal of or the interest on this Bond.

This Bond is governed by the laws of the State of Indiana, without regard to the choice of law rules of the State of Indiana. Venue for any action under this Bond to which Issuer is a party shall lie within the state or federal courts of the State of Indiana, and the parties hereto consent to the jurisdiction and venue of any such court and hereby waive any argument that venue in such forums is not convenient.

No recourse shall be had under or upon any obligation, covenant or agreement contained in this Bond, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any

constitution or statute or otherwise, under or independent of this Bond, against any member, officer, employee or agent as such, present or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer, or any receiver thereof, of any sum that may be due and unpaid by the Issuer hereunder. Any and all personal liability of every nature, whether at common law or in equity, by statute or constitution or otherwise, of any member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for or to the Issuer, or any receiver thereof, of any sum that may remain due and unpaid by the Issuer hereunder, is hereby expressly waived and released as a condition of and in consideration for the execution of this Bond.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Indiana Finance Authority has caused this Bond to be executed in its name by the manual or facsimile signature of its Chair and its seal or a facsimile thereof to be affixed or imprinted hereon and attested by the manual or facsimile signature of the Public Finance Director of the State of Indiana, all as of the Dated Date.

INDIANA FINANCE AUTHORITY

By: _____
Micah G. Vincent, Chair

[SEAL]

Attest:

By: _____
Dan Huge, Public Finance Director
of the State of Indiana

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds of the issue described in the within mentioned Trust Indenture.

Date of Authentication: _____

UMB BANK, N.A., as Trustee

By _____
Authorized Officer

COMPLETE AND SIGN THIS FORM FOR ORDINARY ASSIGNMENT AND REGISTRATION OF TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____). (Name and Address of Assignee) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to register the transfer the within Bond of Indiana Finance Authority on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT B

FORM OF WORKING CAPITAL REQUISITION

STATEMENT NO. _____ REQUESTING DISBURSEMENT OF FUNDS FROM THE WORKING CAPITAL ACCOUNT OF THE MASTER REVENUE FUND PURSUANT TO SECTION 5.01(C) OF THE TRUST INDENTURE DATED AS OF MARCH 1, 2019, BETWEEN THE INDIANA FINANCE AUTHORITY AND UMB BANK, N.A.

Pursuant to Section 5.01(c) of the Trust Indenture (the "*Indenture*") between the Indiana Finance Authority and UMB Bank, N.A. (in its capacity of trustee, the "*Trustee*" and in the capacity of Collateral Agent, the "Collateral Agent") dated as of March 1, 2019, the undersigned Authorized Representative of RES Polyflow Indiana LLC (the "*Borrower*") hereby requests and authorizes the Trustee, as depository of the Working Capital Account of the Master Revenue Fund created by the Indenture, to pay $_____ from the Working Capital Account of the Master Revenue Fund to _____ in accordance with the following wire instructions.

This statement constitutes the approval of the Borrower of each disbursement hereby requested and authorized.

This _____ day of _____, 20___.

_____
Authorized Representative of Borrower

EXHIBIT C

FORM OF MAINTENANCE RESERVE REQUISITION

STATEMENT NO. _____ REQUESTING DISBURSEMENT OF FUNDS FROM THE MAINTENANCE RESERVE ACCOUNT OF THE MASTER REVENUE FUND PURSUANT TO SECTION 5.01(G) OF THE TRUST INDENTURE DATED AS OF MARCH 1, 2019, BETWEEN THE INDIANA FINANCE AUTHORITY AND UMB BANK, N.A.

Pursuant to Section 5.01(g) of the Trust Indenture (the "*Indenture*") between the Indiana Finance Authority and UMB Bank, N.A. (in its capacity of trustee, the "*Trustee*" and in the capacity of Collateral Agent, the "Collateral Agent") dated as of March 1, 2019, the undersigned Authorized Representative of RES Polyflow Indiana LLC (the "*Borrower*") hereby requests and authorizes the Trustee, as depository of the Maintenance Reserve Account of the Master Revenue Fund created by the Indenture, to pay $_____ from the Maintenance Reserve Account of the Master Revenue Fund to _____ in accordance with the following wire instructions:

This statement constitutes the approval of the Borrower of each disbursement hereby requested and authorized.

This _____ day of _____, 20___.

_____
Authorized Representative of Borrower

EXHIBIT D

FORM OF INTERCREDITOR AGREEMENT

H&B Draft 2.26.19

AFTER RECORDING, PLEASE RETURN TO:

Ice Miller LLP
One American Square
Suite 2900
Indianapolis, Indiana
Attention: Tyler J. Kalachnik

INDEXING INSTRUCTIONS: The real property described in this instrument is located in [_____] Township, Steuben County, Indiana.

INTERCREDITOR AGREEMENT

BORROWER: RES POLYFLOW INDIANA LLC

SPONSOR: BME RENEWABLE POLYFUELS, LLC

BOND TRUSTEE: UMB BANK, N.A.

AUTHORITY: INDIANA FINANCE AUTHORITY

INITIAL SECURED HEDGE PROVIDER: J. ARON & COMPANY LLC

COLLATERAL AGENT: UMB BANK, N.A.

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (this "Agreement"), dated as of [____], 2019, is made by **RES POLYFLOW INDIANA LLC**, an Indiana limited liability company ("Borrower"), **BME RENEWABLE POLYFUELS, LLC** ("Sponsor"), **UMB BANK, N.A.**, as trustee for the Bondholders (together with its successors and assigns in such capacity, "Bond Trustee"), **INDIANA FINANCE AUTHORITY**, a body politic and corporate, not a state agency, but an independent instrumentality of the State of Indiana exercising essential public functions (together with its successors and assigns, "Authority"), **J. ARON & COMPANY LLC**, as the initial Secured Hedge Provider (the "Initial Secured Hedge Provider"), **UMB BANK, N.A.**, as Collateral Agent for the Creditors (together with its successors and assigns in such capacity, "Collateral Agent") and each other Creditor that from time to time becomes party hereto pursuant to Section 18. Borrower, Sponsor, Bond Trustee, Authority, Initial Secured Hedge Provider, Collateral Agent and each other Creditor from time to time party hereto are each referred to individually herein as a "Party" and, collectively, as the "Parties."

RECITALS:

A. Authority previously issued its Exempt Facility Revenue Bonds, Series 2019 (RES Polyflow Indiana Project) (Green Bonds) in the aggregate principal amount of $[_____] (the "2019 Bonds") pursuant to a Trust Indenture, dated as of [March 1, 2019] (the "Indenture"), between Authority and Bond Trustee.

B. Concurrently with entering into the Indenture, Authority entered into a Loan Agreement with Borrower, dated as of [March 1, 2019] (the "2019 Project Loan Agreement"), setting forth the terms and conditions of a loan by Authority to Borrower of the proceeds of the 2019 Bonds (the "2019 Project Loan"), which 2019 Project Loan is evidenced by a Series 2019 promissory note, of even date therewith (the "2019 Project Loan Note") executed by Borrower as maker and assigned to the Collateral Agent for the benefit of the Secured Parties. Borrower intends to use the proceeds of the 2019 Bonds loaned to Borrower by Authority pursuant to the 2019 Project Loan Agreement to partially finance, refinance or reimburse all or a portion of the costs of acquisition, construction and equipping of a plastics recovery facility (the "Project"), fund capitalized interest, fund a debt service reserve and pay all or a portion of the costs of issuing the 2019 Bonds. The scope of the Project may be altered pursuant to a Supplemental Indenture.

C. From time to time Authority may, subject to the terms and conditions of the Indenture, issue Additional Bonds (i) to pay costs of repairs, replacements, additions and improvements to the Project and related expenditures; (ii) to refund Outstanding Bonds; (iii) to make deposits to the Debt Service Reserve Fund, if necessary in accordance with the terms of the Indenture, (iv) to pay capitalized interest and costs of issuing such Additional Bonds; (v) to complete construction of the Project; and (vi) for any other lawful purpose associated with the improvement or enhancement of the Project.

D. Concurrently with issuing any Additional Bonds, Authority shall enter into a new Loan Agreement with Borrower (each, an "Additional Project Loan Agreement") or an amendment to either the 2019 Project Loan Agreement or an Additional Project Loan Agreement

(each, a "Project Loan Agreement Amendment"), each dated as of the date of issuance of the Additional Bonds, setting forth the terms and conditions of a loan by Authority to Borrower of the proceeds of such Additional Bonds (each, an "Additional Project Loan"), which Additional Project Loan shall be evidenced by a promissory note of even date therewith (each, an "Additional Project Loan Note") executed by Borrower as maker.

E. The obligations of Borrower to repay the 2019 Project Loan and each Additional Project Loan and to pay and perform the other Project Loan Obligations and all other Obligations are secured by, inter alia, (a) that certain Mortgage and Security Agreement, dated as of [March 1, 2019], executed by Borrower in favor of Collateral Agent for the benefit of the Creditors (the "Project Loan Mortgage"), whereby Borrower has encumbered its interests in the real property described therein, (b) that certain Membership Interest Pledge Agreement, dated as of [March 1, 2019], executed by Sponsor in favor of Collateral Agent for the benefit of the Creditors (the "Sponsor Membership Interest Pledge Agreement"), whereby Sponsor has pledged, assigned, transferred and granted a security interest in favor of Collateral Agent for the benefit of the Creditors in all of Sponsor's membership interests in Borrower as further described therein; (c) that certain Pledge and Security Agreement, dated as of [_____], 2019, executed by Borrower in favor of Collateral Agent for the benefit of the Creditors (the "Project Loan Security Agreement"), whereby Borrower has pledged, assigned, transferred and granted a security interest in favor of Collateral Agent for the benefit of the Creditors in all of its assets, including all of its right, title and interest under all Project Documents as more particularly defined therein, including all of Borrower's rights to payment under the Project Documents; and (d) that certain Collateral Assignment of Project Documents, dated [_____], 2019, executed by Borrower (the "Collateral Assignment of Project Documents"), whereby Borrower collaterally assigned the Project Documents to Collateral Agent for the benefit of the Creditors.

F. To secure the payment of the principal of, premium, if any, and interest on all Bonds at any time Outstanding under the Indenture, and to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained in the Bonds, the Indenture and the other Bond Financing Documents (collectively the "Bond Obligations"; provided, however that "Bond Obligations" shall not include any obligations in respect of any Subordinate Bonds unless and until the condition precedent set forth in Section 4.06 of the Indenture (as in effect on the date hereof) has been satisfied in full; provided, further, for the avoidance of doubt, any Bonds for which Defeasance Funds are held shall not be considered Bond Obligations) and the other Obligations, Authority has pursuant to the Granting Clause of the Indenture conveyed, assigned and pledged to Collateral Agent for the benefit of the Creditors, and granted to Collateral Agent for the benefit of the Creditors a lien on and security interest in, the Trust Estate, including all rights of Authority in the Project Loan Documents and all other Collateral (as defined in the Indenture).

G. Borrower and the Initial Secured Hedge Provider have entered into that certain ISDA 2002 Master Agreement, dated as of [_____], 2019, including all schedules, annexes, exhibits and appendixes thereto and all confirmations thereunder (as amended, restated, supplemented or otherwise modified from time to time, the "Initial Secured Hedge Contract"). The Initial Secured Hedge Contract and all other documents that evidence or secure any obligations of the Borrower under the Initial Secured Hedge Contract, and any guarantee of any

obligations under the Initial Secured Hedge Contract, are herein collectively referred to as the "Initial Secured Hedge Documents."

H. Borrower may from time to time incur additional obligations, indebtedness or other liabilities owing to Additional Secured Hedge Providers, which additional obligations, indebtedness or other liabilities may be secured by assets of one or more Obligors and which additional obligations, indebtedness or other liabilities may be evidenced by one or more Hedge Agreements between Borrower and such Secured Hedge Providers.

I. The Parties desire to set forth herein certain agreements among them regarding the distribution and priority of payments and the ability to exercise certain rights and remedies with respect to the satisfaction of the Obligations, notwithstanding the date the Obligations incurred or any funds were or shall be advanced under the Documents or the order in which Documents securing the respective Obligations are recorded or filed.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby covenant and agree with and among each other as follows:

1. Recitals. The foregoing Recitals are hereby incorporated in this Agreement to the same extent as if they had been herein stated in full.

2. Definitions; Rules of Interpretation.

(a) Terms Defined in Indenture. Unless otherwise defined herein all capitalized terms used herein (including in the introductory paragraph and in the Recitals to this Agreement) that are defined in the Indenture shall have the same meanings herein as in the Indenture.

(b) Terms Defined in Uniform Commercial Code. Unless otherwise defined herein, all capitalized terms used herein that are defined in the Uniform Commercial Code shall have the same meanings herein as in the Uniform Commercial Code.

(c) Additional Defined Terms. As used in this Agreement (including in the introductory paragraph and in the Recitals to this Agreement), the following terms have the meanings specified below:

"2019 Bonds" has the meaning set forth in the Recitals to this Agreement.

"2019 Project Loan" has the meaning set forth in the Recitals to this Agreement.

"2019 Project Loan Agreement" has the meaning set forth in the Recitals to this Agreement.

"2019 Project Loan Note" has the meaning set forth in the Recitals to this Agreement.

"Accelerated Creditor" means a Secured Hedge Provider that has notified Collateral Agent that an Early Termination Event has occurred under such Secured Hedge Provider's Secured Hedge Documents with respect to which the Borrower is the "defaulting party" or "affected Party", as the case may be, in accordance with Section 22(a).

"Additional Project Loan" has the meaning set forth in the Recitals to this Agreement.

"Additional Project Loan Agreement" has the meaning set forth in the Recitals to this Agreement.

"Additional Project Loan Note" has the meaning set forth in the Recitals to this Agreement.

"Additional Secured Hedge Provider" means any "Secured Hedge Provider" (as defined in clause (ii) of the definition thereof set forth in the Indenture) that becomes a party to this Agreement as a "Secured Hedge Provider" after the date hereof pursuant to Section 18.

"Additional Secured Hedge Documents" means the documents evidencing or securing the obligations of the Borrower under any Hedge Agreements entered into between the Borrower and any Additional Secured Hedge Provider, as such documents are identified more particularly in a Joinder Agreement entered into by a Secured Hedge Provider pursuant to Section 18 hereof.

"Additional Secured Hedge Obligations" means all amounts owing by any Obligor pursuant to the terms of any Additional Secured Hedge Documents, together with the due and punctual performance of all other obligations of any Obligor under or pursuant to the terms of any Additional Secured Hedge Documents, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and whether on account of principal, interest, fees, indemnities, costs, expenses (including all fees, charges and disbursements that are required to be paid by any Obligor pursuant to the terms of any Additional Secured Hedge Documents) or otherwise, and including interest accruing after maturity and interest and fees that accrue after the commencement of any Insolvency or Liquidation Proceeding with respect to any Obligor, whether or not such interest and fees would be allowed in such Insolvency or Liquidation Proceeding.

"as in effect on the date hereof" means, with respect to any agreement, such agreement as in effect on the date of this Agreement, without giving effect to any amendments, restatements, supplements, modifications, waivers or Refinancings with respect to such agreement.

"Authority" has the meaning set forth in the introductory paragraph of this Agreement.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Bankruptcy Law" means the Bankruptcy Code and any other federal, state, or foreign law for the relief of debtors, or any arrangement, reorganization, insolvency, moratorium, assignment for the benefit of creditors, any other marshalling of the assets or liabilities of any Person, or similar law affecting creditors' rights generally.

"Bond Financing Documents" means the "Bond Documents", as such term is defined in the Indenture.

"Bondholder" means the Person in whose name a Bond is registered on the Register (as defined in the Indenture).

"Bond Obligations" has the meaning set forth in the Recitals to this Agreement.

"Bond Trustee" has the meaning set forth in the introductory paragraph of this Agreement.

"Borrower" has the meaning set forth in the introductory paragraph of this Agreement.

"Collateral" means (i) all of the assets and property of any Obligor, whether real, personal or mixed, with respect to which a Lien is granted or purported to be granted as security for any Obligations and (ii) the Trust Estate. For the avoidance of doubt, "Collateral" shall not include any Unassigned Issuer's Rights.

"Collateral Agent" has the meaning set forth in the introductory paragraph of this Agreement.

"Creditors" means, collectively, Authority, Collateral Agent, Bond Trustee, Bondholders and each Secured Hedge Provider.

"DIP Financing" has the meaning set forth in Section 16(a).

"Discharge" means, with respect to any Obligations, the date on which (x) such Obligations are paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted and other than in connection with a Refinancing not constituting a defeasance or payment or provision of payment of such Obligations) in accordance with the terms of the Documents governing such Obligations and (y) the Documents governing such Obligations have terminated, including all transaction confirmations under or forming part of a Secured Hedge Contract but not including any actual master agreements that, by their terms, do not terminate. The term "Discharged" shall have a corresponding meaning.

"Documents" means, collectively, the Project Loan Documents, the Bond Financing Documents and the Secured Hedge Documents.

"Early Termination Event" means, with respect to any Secured Hedge Document, the occurrence of any "Termination Event" or "Event of Default" (as defined in such Secured Hedge Document) and the designation of an "Early Termination Date" (as defined in such Secured Hedge Document) or any event of default (howsoever defined) under any Secured Hedge Document that results, after the lapse of any applicable cure periods, in the termination of such Secured Hedge Document or any transactions thereunder.

"Eligible Hedge Voting Amount" means, with respect to any Secured Hedge Contract, (i) at any time prior to the occurrence of an Early Termination Event under such Secured Hedge Contract, (A) the amount of all Secured Hedge Obligations (including Regular Hedge Payments, Termination Payments and related accrued interest) determined by the Secured Hedge Provider party thereto that would be payable if there occurred at such time an Early Termination Event under such Secured Hedge Contract, *less* (B) (so long as no Other Credit Support Exception has occurred) the aggregate amount of Other Credit Support Amounts under any Other Credit Support issued or pledged in favor of the applicable Secured Hedge Provider to support the Secured Hedge Obligations of the Obligors under such Secured Hedge Contract, and (ii) from and after the occurrence of an Early Termination Event, (X) the amount of all Secured Hedge Obligations (including Regular Hedge Payments, Termination Payments and related accrued interest) payable to the Secured Hedge Provider party thereto, *less* (Y) (so long as no Other Credit Support Exception has occurred), the aggregate amount of Other Credit Support Amounts under any Other Credit Support issued or pledged in favor of the applicable Secured Hedge Provider to support the Secured Hedge Obligations of the Obligors under such Secured Hedge Contract.

"Event of Default" means the existence of (x) any Event of Default under and as defined in the Project Loan Documents, (y) any Event of Default under and as defined in the Indenture or (z) an "Event of Default" or "Termination Event" under and as defined in any Secured Hedge Document where the Borrower is the "defaulting party" or "affected party", as the case may be.

"Indenture" has the meaning set forth in the Recitals to this Agreement.

"Initial Secured Hedge Documents" has the meaning set forth in the Recitals to this Agreement.

"Initial Secured Hedge Obligations" means all amounts owing by any Obligor pursuant to the terms of any Initial Secured Hedge Documents, together with the due and punctual performance of all other obligations of any Obligor under or pursuant to the terms of any Initial Secured Hedge Documents, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and whether on account of principal, interest, fees, indemnities, costs, expenses (including all fees, charges and disbursements that are

required to be paid by any Obligor pursuant to the terms of any Initial Secured Hedge Documents) or otherwise, and including interest accruing after maturity and interest and fees that accrue after the commencement of any Insolvency or Liquidation Proceeding with respect to any Obligor, whether or not such interest and fees would be allowed in such Insolvency or Liquidation Proceeding.

"Initial Secured Hedge Provider" has the meaning set forth in the Recitals to this Agreement.

"Insolvency or Liquidation Proceeding" means:

(i) any case commenced by or against any Obligor under any Bankruptcy Law, any other proceeding for the reorganization or adjustment or marshalling of the assets or liabilities of any Obligor, any receivership or assignment for the benefit of creditors relating to any Obligor or any similar case or proceeding relative to any Obligor or its creditors, as such, in each case whether or not voluntary;

(ii) any liquidation, dissolution, marshalling of assets or liabilities or other winding up of or relating to any Obligor, in each case whether or not voluntary and whether or not involving bankruptcy or insolvency; or

(iii) any other proceeding of any type or nature in which substantially all claims of creditors of any Obligor are determined and any payment or distribution is or may be made on account of such claims.

"Joinder Agreement" means a joinder agreement entered into by a Creditor that becomes a party to this Agreement after the date hereof, in substantially the form of Exhibit C hereto.

"Lien" means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, lien, charge, priority or other security agreement of any kind or nature whatsoever on or with respect to property or assets, conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing.

"Obligations" means, collectively, the Project Loan Obligations, the Bond Obligations and the Secured Hedge Obligations.

"Obligors" means, collectively, Borrower, Sponsor, and any other Person (other than the Authority) that guarantees or grants a Lien on any of its assets or property to secure any Obligations.

"Other Credit Support" means, with respect to any Secured Hedge Document, as applicable, any letter of credit, guaranty or cash collateral issued or pledged, as applicable, in favor of the Secured Hedge Provider party thereto to support the Obligations of the Obligors thereunder, which has been issued or pledged pursuant to the terms of the applicable Secured Hedge Documents and satisfies the requirements of

the applicable Secured Hedge Documents with respect to letters of credit, guaranties or cash collateral, as applicable, together with the proceeds thereof.

"Other Credit Support Amount" means, at any time, with respect to any Secured Hedge Document and any Other Credit Support, the sum of (a) the Available Amount of any letter of credit issued in favor of applicable Secured Hedge Provider to support the Obligations of the Obligors thereunder, plus (b) the amount of any guaranty issued in favor of and accepted by the applicable Secured Hedge Provider to support the Obligations of the Obligors thereunder, plus (c) the amount of any cash collateral, if any, pledged to the benefit of the applicable Secured Hedge Provider to support the Obligations of the Obligors thereunder, which in each case, constitutes Other Credit Support with respect to such Secured Hedge Document.

"Other Credit Support Exception" means (a) with respect to any Other Credit Support constituting a guaranty or cash collateral, the guarantor thereunder or provider of such cash collateral fails to make payment after receipt of a demand for payment thereunder made in accordance with the terms of such guaranty or Secured Hedge Documents, as applicable, within the later of (x) the time frame for payment set forth in such guaranty or the applicable Secured Hedge Documents, and (y) one (1) Business Day of its receipt of such demand and (b) with respect to any Other Credit Support constituting a letter of credit, the occurrence and continuance of any of the following: (i) a restraint or injunction shall be threatened or pending against the issuer of such letter of credit or the Secured Hedge Provider that is the beneficiary thereof that restrains or limits or seeks to restrain or limit a draw upon, or the application of proceeds from, such letter of credit prior to, concurrent with, or following such draw or application, (ii) the issuing bank of such letter of credit shall be subject to a bankruptcy or insolvency, (iii) the issuing bank shall have disavowed, repudiated or dishonored its obligations under such letter of credit after, if applicable, delivery to such issuing bank of a conforming draw request thereunder, or (iv) the issuing bank shall have failed to perform under such letter of credit or such letter of credit or its issuer ceases to satisfy the requirements of the Secured Hedge Provider with respect to such letter of credit.

"Parties" has the meaning set forth in the introductory paragraph of this Agreement.

"Plan of Reorganization" means any plan of reorganization, plan of liquidation, plan of arrangement, agreement for composition, or other type of dispositive restructuring plan proposed in or in connection with any Insolvency or Liquidation Proceeding.

"Proceeds" means the proceeds of any sale, collection or other liquidation of any Collateral, any payment or distribution made in respect of any Collateral in an Insolvency or Liquidation Proceeding, any insurance payments (including payments in respect of title insurance, the Performance Insurance Risk Policy and casualty insurance) and condemnation awards received with respect to any Collateral.

"Project" has the meaning set forth in the Recitals to this Agreement.

"Project Loan Documents" means, collectively, the 2019 Project Loan Agreement, each Additional Project Loan Agreement, the 2019 Project Loan Note, each Additional Project Loan Note, the Project Loan Mortgage, the Sponsor Membership Interest Pledge Agreement, the Project Loan Security Agreement, the Collateral Assignment of Project Documents, the Performance Risk Insurance Policy, and any other documents evidencing or securing any Project Loan Obligations or any guarantee thereof.

"Project Loan Mortgage" has the meaning set forth in the Recitals to this Agreement.

"Project Loan Obligations" means, collectively, all amounts owing by any Obligor pursuant to the terms of any Project Loan Document, together with the due and punctual performance of all other obligations of any Obligor under or pursuant to the terms of any Project Loan Documents, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and whether on account of principal, interest, fees, indemnities, costs, expenses (including all fees, charges and disbursements that are required to be paid by any Obligor pursuant to the terms of any Project Loan Documents) or otherwise, and including interest accruing after maturity and interest and fees that accrue after the commencement of any Insolvency or Liquidation Proceeding with respect to any Obligor, whether or not such interest and fees would be allowed in such Insolvency or Liquidation Proceeding; provided, however that "Project Loan Obligations" shall not include any obligations in respect of any Subordinate Bonds unless and until the condition precedent set forth in Section 4.06 of the Indenture (as in effect as of the date hereof) has been satisfied in full; provided, further, for the avoidance of doubt, any Bonds for which Defeasance Funds are held shall not be considered Project Loan Obligations.

"Project Loan Security Agreement" has the meaning set forth in the Recitals to this Agreement.

"Refinance" means, in respect of any Project Loan Obligations or Bond Obligations, to refinance, extend, renew, defease, restructure, refund or replace, or to issue other obligations or enter alternative financing arrangements, in exchange or replacement for such Obligations (in whole or in part), whether with the same or different lenders, creditors, agents, borrowers or guarantors, and whether with a larger or smaller aggregate principal amount or a longer or shorter maturity, in each case to the extent permitted under the terms of all of the Documents. "Refinanced" and "Refinancing" have correlative meanings.

"Required Creditors" means, at any time, one or more Creditors owed or holding more than 50% of the sum of (a) (x) the aggregate principal amount of the Senior Bonds constituting Bond Obligations, *minus* (y) amounts on deposit in the Debt Service Reserve Fund, *plus* (b) the Eligible Hedge Voting Amount under each Secured Hedge Contract at such time; provided, that solely for the purposes of this definition, the Trustee (acting at the direction of the Majority of Outstanding Bondholders) shall be deemed to be the holder of the outstanding principal amount of the 2019 Project Loan Note.

"Secured Hedge Providers" means, collectively, the Initial Secured Hedge Provider and each Additional Secured Hedge Provider.

"Secured Hedge Documents" means, collectively, the Initial Secured Hedge Provider Documents and each Additional Secured Hedge Provider Document.

"Secured Hedge Obligations" means, collectively, the Initial Secured Hedge Obligations and the Additional Secured Hedge Obligations.

"Security Documents" means the 2019 Project Loan Agreement, the Indenture and the "Security Documents" as defined in the Indenture.

"Sponsor" has the meaning set forth in the introductory paragraph of this Agreement.

"Sponsor Membership Interest Pledge Agreement" has the meaning set forth in the Recitals to this Agreement.

"UCC" and "Uniform Commercial Code" mean the Uniform Commercial Code or any successor provision thereof, as the same may from time to time be in effect in the State of Indiana or the Uniform Commercial Code or any successor provision thereof (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item of Collateral.

"UCC Control Collateral" shall mean any Collateral consisting of any Deposit Account, Securities Account, Instruments (as such terms are defined in the UCC) and any other Collateral as to which a Lien may be perfected under the UCC through possession or control by the secured party, or any agent therefor.

(d) Rules of Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting and shall be deemed to be followed by the phrase "without limitation," and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule and exhibit references herein are to this Agreement unless otherwise specified. Except as otherwise set forth herein, any reference in this Agreement to any agreement, instrument or document shall include all alterations, amendments, changes, restatements, extensions, modifications, renewals, replacements, substitutions, joinders and supplements thereto and thereof, as applicable (without limiting any restrictions on such alterations, amendments, changes, restatements, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns.

3. Representations and Warranties. Each Party represents and warrants to the other Parties as follows: (a) such Party has full right and authority to execute this Agreement and all other documents in connection herewith; (b) all necessary consents, votes, and other

approvals required to make this Agreement binding and enforceable against such Party have been obtained; and (c) this Agreement represents a valid and binding contract of such Party, enforceable in accordance with its terms, subject only to applicable constitutional provisions, bankruptcy, insolvency or similar laws and general principles of equity.

4. Priority of Liens. Notwithstanding (1) the time, place, order of execution or recordation of any Document, or the method of creation, attachment or perfection of the respective Liens granted pursuant thereto or the invalidity, unenforceability, avoidability or recharacterization of the liens granted pursuant thereto, (2) any terms or provisions of any Document to the contrary, (3) the date on which any Obligations are advanced or made available to or incurred by the Obligors, (4) any failure of any Creditor to perfect its Lien on any Collateral, (5) the subordination of any Lien on any Collateral securing any Obligations to any Lien securing any other obligation of any Obligor, (6) the avoidance, invalidation or lapse of any Lien on any Collateral securing any Obligations or (7) any law, rule or regulation of any applicable governmental body to the contrary, each Party hereby confirms and agrees that any Lien on any Collateral securing any Obligations now or hereafter held by or on behalf of any Creditor, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall equally and ratably secure all Obligations now or hereafter held by or on behalf of any other Creditor, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise.

5. Certain Restrictions on Obligations and Documents.

(a) Restrictions on Obligations and Documents. Subject to Section 10, each Creditor acknowledges that Obligations may be incurred and the related Documents may be entered into, and the terms of such Obligations and related Documents may subsequently be amended, restated, supplemented, waived, or otherwise modified or Refinanced in whole or in part, without notice to or consent of such Creditor that is not party thereto and without affecting the provisions of this Agreement (including the Lien priorities set forth in Section 4); provided, however, that without the prior written consent of the Bond Trustee and Authority with respect to clauses (i) and (ii) below and without the prior written consent of each Secured Hedge Party that would be adversely affected thereby with respect to clause (ii) through and including clause (vii) below, no provision of any Project Loan Document, Bond Financing Document or Security Document, or of any amendment, restatement, supplement, waiver, modification or Refinancing of any Project Loan Obligations, Project Loan Documents, Bond Obligations, Bond Financing Documents or Security Documents may be effected or entered into if it would:

(i) result in the principal amount of the Project Loan Obligations exceeding the sum of the principal amount of 2019 Bonds plus the aggregate principal amount of any Additional Bonds permitted to be incurred under Section 4.01 of the Indenture (as in effect on the date hereof);

(ii) add or make more restrictive any condition to the payment of any Obligations that is not contained in the 2019 Project Loan Agreement or any Secured Hedge Document, in each case as in effect on the date hereof, or in this Agreement; or

(iii) amend or otherwise modify (directly or indirectly, including through definitional terms used therein) any of the following provisions of the Indenture:

(A) the definition of "Bond Documents", "Collateral", "Debt Service Reserve Fund", "Debt Service Reserve Requirement", "Defeasance Funds", "Event of Default", "Gross Revenues of the Borrower", "Hedge Agreement", "Hedge Termination Payment", "Hedging Arrangements", "Intercreditor Agreement", "Parity Indebtedness", "Permitted Encumbrances", "Regular Hedge Payments", "Secured Hedge Contract", "Secured Hedge Provider", "Secured Parties", "Security Documents", "Senior Bonds", "Subordinate Bonds", "Trust Estate" or "Unassigned Issuer's Rights"; or

(B) any of Section 3.01(e), Section 3.01(f), Section 3.01(h), Section 4.06, Article V, Section 6.02, Section 7.06, Section 9.07, Section 10.01, Section 11.07, Section 11.10, or the granting clause set forth immediately prior to Article I of the Indenture;

(iv) amend or otherwise modify (directly or indirectly, including through definitional terms used therein) any of the following provisions of the 2019 Project Loan Agreement:

(A) the definition of "Unassigned Issuer's Rights" or any of Section 4.1, Section 4.6, Section 5.7A, Section 5.8 or Section 5.8A;

(v) amend or otherwise modify (directly or indirectly, including through definitional terms used therein) any of the following provisions of any of the Security Documents:

(A) the definition of "Creditor", "Discharge", "Documents", "Event of Default", "Obligations", "Permitted Encumbrances", "Permitted Exceptions", "Secured Hedge Documents", "Secured Obligations", and "Secured Party";

(vi) release all or any substantial part, unless to the extent expressly permitted by the Secured Hedge Documents, of the Collateral or the Obligors from their respective obligations under the Project Loan Documents, the Security Documents or the Indenture, except as expressly permitted in this Agreement; or

(vii) (w) cause the Secured Hedge Obligations to cease to be secured on a first priority, pari passu basis with all other Obligations with respect to the Collateral, (x) otherwise subordinate the Liens securing any Secured Hedge Obligations or the payment priority of any of the Secured Hedge Obligations, in each case, from that which is in existence on the date of this Agreement, (y) restrict any Secured Hedge Provider's recoupment, netting or setoff rights or rights as an unsecured creditor under any Secured Hedge Documents, or impair any rights of a Secured Hedge Provider with respect to any Other Credit Support provided for any Secured Hedge Contract to which it is a party, or (z) otherwise amend or modify any Project Loan Obligations, Project Loan Documents,

Bond Obligations, Bond Financing Documents or Security Documents in a manner that materially and adversely affects such Secured Hedge Provider.

(b) In entering into any amendment, restatement, supplement, modification, waiver or Refinancing, the Bond Trustee and the Collateral Agent shall receive and be entitled to conclusively rely on a certificate of an Authorized Representative of the Borrower stating that such document complies with the provisions of this Agreement, including this Section 5, and all required consents have been obtained.

6. Prohibition on Contesting Liens Securing Obligations. Each Creditor agrees that it shall not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), (a) the validity, extent, perfection, allowability, priority or enforceability of any Lien securing any Obligations held (or purported to be held) by or on behalf of any other Creditor in any Collateral or (b) any provisions of this Agreement; *provided*, that nothing in this Agreement shall be construed to prevent or impair the rights of any Creditor to enforce this Agreement in accordance with the terms thereof.

7. Prohibition on Certain Liens Securing Obligations.

(a) Prohibition on Certain Liens Securing Obligations. (i) No Obligor shall grant or permit to exist, and no Creditor shall receive, accept or require any Obligor to grant or provide, any Lien on any asset or property of such Obligor that does not constitute Collateral that secures all Obligations owing to all Creditors, other than (x) Other Credit Support provided for the sole benefit of a Secured Hedge Provider in accordance with the terms of the Secured Hedge Documents to which it is a party, (y) the Defeasance Funds held by the Trustee for the sole benefit of the Bondholders in accordance with the terms of the Indenture, and (z) amounts on deposit in the Debt Service Reserve Fund up to the amount of the Debt Service Reserve Requirement, which amounts shall be for the sole benefit of the Bondholders; and (ii) if any Creditor, in contravention of clause (i), shall receive, acquire or hold any Lien on any assets or property of any Obligor that do not constitute Collateral that secures all Obligations, (A) the applicable Obligor shall promptly grant to each Creditor a Lien on such assets or property to secure the Obligations owing to such Creditor and (B) each Creditor agrees that any amounts received by or distributed to it pursuant to or as a result of Liens granted in contravention of this Section 7(a) shall be subject to Section 12; provided, however, that notwithstanding the foregoing or anything to the contrary in this Agreement, each Secured Hedge Party shall be entitled to exercise, solely for its benefit, any right of netting or setoff it may have under or with respect to any Secured Hedge Obligations held by it.

8. Perfection of Liens

(a) No Obligation to Perfect Liens. No Creditor shall be responsible for perfecting and maintaining the perfection of Liens with respect to the Collateral for the benefit of any other Creditor. The provisions of this Agreement with respect to the Liens are intended solely to govern the respective Lien priorities as between the Creditors and shall not impose on any Creditor any obligations in respect of the disposition of Proceeds of any Collateral except as expressly set forth herein (including Section 12 and Section 14).

(b) Perfection of Certain Collateral. Collateral Agent agrees to hold all Collateral in its possession, custody or control (including as defined in Sections 9A-104, 9A-105, 9A-106, 9A-107 and 8-106 of the UCC and including the Accounts under and as defined in the Indenture) (or in the possession, custody or control of agents or bailees for Collateral Agent) for and on behalf of each other Creditor, and to act as agent for and on behalf of such Creditors in accordance with the terms hereof and the other Documents to which the Collateral Agent is a party, for the purpose of perfecting the security interest (if any) granted to such Creditors in such Collateral, subject to the terms and conditions of this Agreement, including this Section 8(b). The duties and responsibilities of Collateral Agent under this Section 8(b) include, but are not limited to, holding or maintaining control of the Collateral that consists of UCC Control Collateral as agent for the other Creditors for purposes of perfecting the Lien (if any) in such UCC Control Collateral held by such other Creditors. Collateral Agent shall not have any obligation whatsoever to the other Creditors to assure that such Collateral is genuine or owned by any Obligor or any other Person or to preserve rights or benefits of any Person. Collateral Agent is not and shall not be deemed to be a fiduciary of any kind for any Creditor by virtue of its agreement to act as agent for the other Creditors for the purpose of perfecting the security interest (if any) granted to each other Creditor in such Collateral.

9. Subordination of Subordinate Obligations

(a) Liquidation; Dissolution; Bankruptcy. Upon any payment or distribution of the assets of any Obligor to Creditors of such Obligor in an Insolvency or Liquidation Proceeding involving such Obligor or its property:

(i) Each Creditor will be entitled to receive payment in full in cash of all Obligations (including interest after the commencement of any bankruptcy proceeding at the rate specified in the applicable Obligations) owing to such Creditor before any subordinate creditors will be entitled to receive any payment with respect to subordinate obligations; and

(ii) until the Discharge of all Obligations, any distribution to which any subordinate creditor would be entitled but for this Section 9 will be made pro rata to the Creditors.

10. Refinancings. The Obligations may be Refinanced, in whole or in part, in each case, without the consent (except to the extent a consent is otherwise required to permit the Refinancing transaction under this Agreement or any other Document) of any Creditor (other than the Creditor entering into such Refinancing), all without affecting the priorities provided for herein or the other provisions hereof; provided, that (x) any new Creditor in respect of a Refinancing shall become a party to this Agreement pursuant to Section 18 and (y) any such Refinancing does not contravene the provisions of this Agreement or any other Document.

11. Exercise of Rights and Remedies.

(a) Until the Discharge of all Obligations, Collateral Agent, acting at the written direction of the Required Creditors, shall have the exclusive right (i) subject to Section 12(d) to exercise any right or remedy with respect to the Collateral (including

right of setoff or recoupment (but subject to the proviso set forth in Section 7(a)) and the right to ratably credit bid all of the Obligations) in accordance with the terms of the Security Documents and (ii) to determine the time, method and place for exercising such right or remedy or conducting any proceeding with respect thereto.

(b) Notwithstanding anything herein to the contrary, if at any time prior to the Discharge of all Obligations, a Secured Hedge Provider certifies to the Collateral Agent that all of the following three conditions are satisfied:

(i) a Secured Hedge Provider is an Accelerated Creditor;

(ii) at least one hundred eighty (180) days have elapsed since such Secured Hedge Provider has delivered notice of the occurrence of an Event of Default to Collateral Agent in accordance with the definition of "Accelerated Creditor"; and

(iii) Collateral Agent has not begun enforcement of any of the Liens under the Security Documents or been directed by the Required Creditors to begin enforcement of any of the Liens under the Security Documents;

then such Secured Hedge Provider may direct Collateral Agent to proceed to enforce the Liens or exercise other rights and remedies under the Security Documents, and such Secured Hedge Provider shall be considered a Required Creditor for purposes of this Section 11. All Proceeds obtained by Collateral Agent in connection with such enforcement of Liens or exercise of rights and remedies will be distributed and applied in accordance with Section 14(a).

(c) In exercising rights and remedies with respect to the Collateral, Collateral Agent (acting at the written direction of the Required Creditors) may enforce the provisions of the Security Documents and exercise remedies thereunder as provided therein, all in such order and in such manner as the Required Creditors may determine in the exercise of their reasonable discretion. Such exercise and enforcement shall include the rights of an agent appointed by it to sell or otherwise dispose of such Collateral upon foreclosure, to incur expenses in connection with such sale or disposition and to exercise all the rights and remedies of a secured lender under the Uniform Commercial Code of any applicable jurisdiction and of a secured creditor under Bankruptcy Laws of any applicable jurisdiction.

(d) Without in any way limiting the generality of the foregoing (but subject to the rights of the Obligors under the Documents and subject to the provisions of Section 5(a) and Section 13), each Creditor may, at any time and from time to time in accordance with its Documents and/or applicable law, without the consent of, or notice to, any other Creditors (to the extent no such consent or notice is otherwise required hereunder), without incurring any liabilities to any other Creditors and without impairing or releasing the Lien priorities and other benefits provided in this Agreement (even if any right of subrogation or other right or remedy of any other Creditor is affected, impaired or extinguished thereby) do any one or more of the following:

(i) amend, renew, exchange, extend, modify or supplement in any manner any Liens held by such Creditor on the Collateral;

(ii) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner and in any order any part of the Collateral or any liability of Borrower or any other Obligor secured by the Collateral;

(iii) settle or compromise any Obligations owing to such Creditor (or the Persons for which such Creditor acts as trustee or agent) or any other liability of Borrower or any other Obligor or any security therefor or any liability incurred directly or indirectly in respect thereof and apply any sums by whomsoever paid and however realized to any liability in any manner or order (but subject to Section 14); and

(iv) exercise or delay in or refrain from exercising any right or remedy against any Collateral and elect any remedy and otherwise deal freely with such the Collateral.

(e) Unless and until the Discharge of all Obligations has occurred, Collateral Agent (acting at the written direction of the Required Creditors) shall have the sole and exclusive right, subject to the rights of Borrower under the Documents, (i) to be named as an additional insured and, in respect of property policies, sole loss payee, under any insurance policies maintained from time to time by the Borrower, (ii) to adjust settlement for any insurance policy covering any Collateral in the event of any loss thereunder and (iii) to approve any award granted in any condemnation or similar proceeding affecting any Collateral. Unless and until the Discharge of all Obligations has occurred, all proceeds of any such policy and any such award shall be paid in accordance with Section 14.

12. Limitations on Payments Post-Default; Turnover; Set-off.

(a) After (a) the commencement of any Insolvency or Liquidation Proceeding in respect of any of the Obligors or (b) (i) any of the Obligations outstanding under any of the applicable Documents has become due and payable in full (whether at maturity, upon acceleration, including as the result of an Early Termination Event, or otherwise) (in the case of either clause (a) or (b) above, a "Remedy Event"), no payment of Collateral or Proceeds of Collateral shall be made to any Creditor, except in accordance with the priorities set forth in Section 14(a).

(b) Each Obligor acknowledges that any amounts of Collateral or Proceeds of Collateral received by a Creditor shall only be applied in accordance with this Agreement.

(c) Whether or not any Insolvency or Liquidation Proceeding has commenced by or against any Obligor, if any Creditor shall, in connection with the exercise of any right or remedy (including set-off, but subject to Section 12(d)) relating to the Collateral in contravention of this Agreement, receive any Collateral or Proceeds thereof, such Creditor agrees to segregate and hold in trust such Creditor's Collateral or Proceeds thereof and forthwith pay over to Collateral Agent such Collateral or Proceeds thereof in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct, for application in accordance with Section 14. Collateral Agent is hereby authorized to make any such endorsements as agent for the other Creditors with respect to the Collateral or Proceeds

thereof. This authorization is coupled with an interest and is irrevocable until such time as this Agreement is terminated in accordance with its terms.

(d) Nothing contained in this Agreement shall be construed (i) to impair the rights of any Secured Hedge Provider to exercise any of its rights and remedies as an unsecured creditor under any or all Secured Hedge Documents to which it is a party or (ii) to impair the rights of any Secured Hedge Provider to exercise its rights to setoff and net amounts under and among any Secured Hedge Document to which it is a party, including any rights in respect of close-out netting upon the occurrence of an Early Termination Event (whether as a result of an Insolvency or Liquidation Proceeding with respect to the Borrower or otherwise), which netting and set-off amounts shall be for the sole benefit of such Secured Hedge Provider and not subject to distribution under Section 14 or turnover under Section 12.

13. Release of Collateral.

(a) Each Creditor agrees that, upon the written request of the Borrower in connection with any sale, transfer or other disposition of any specified item of Collateral or any other transaction involving a proposed release of Collateral (other than in connection with the exercise of Collateral Agent's rights and remedies in respect of the Collateral provided for herein) by any Obligor, in each case to the extent consented to in writing by each of the Creditors or that is expressly permitted under each of the Documents, Collateral Agent shall, on behalf of the Creditors and at the sole cost and expense of the Borrower, without recourse, warranty or representation whatsoever, execute and deliver to the Borrower such documents (including UCC termination statements, reconveyances, customary pay-off letters, and return of Collateral) (collectively, the "Release Documents") as the Borrower may reasonably request to evidence and effectuate the irrevocable and concurrent release of any Lien granted or purported to be granted under any of the Security Documents in any such Collateral; provided that the Borrower shall have delivered to Collateral Agent and each other Creditor, at least five (5) Business Days or such lesser period of time as the Creditors may agree prior to the date of the proposed release, a written request for release identifying the relevant Collateral and the relevant proposed sale or other transaction together with a certification by the Borrower stating (A) that such sale or release is in compliance with the terms of all of the Documents and is expressly permitted under this Agreement and each of the Documents, (B) whether or not the consent of each or any of the Creditors is required under this Agreement and the other Documents, and (C) that the proceeds thereof that the proceeds thereof will be applied in accordance with the terms of the Documents (the "Borrower Release Certificate"). In connection with any such release, Collateral Agent shall be entitled to rely on the written requests and related certifications of the Borrower delivered in connection therewith in delivering the applicable documents relating to any such sale or release. Without limiting the generality of the foregoing, Collateral Agent is expressly authorized and directed to execute and deliver the Release Documents based solely on the Borrower Release Certificate without any Creditor consent unless the Borrower Release Certificate expressly states that such consent is required.

(b) Without limitation of the foregoing, the Collateral shall be released automatically from any Liens securing any Obligations upon any disposition of such Collateral pursuant to an exercise of any enforcement actions by Collateral Agent with respect to such Collateral in accordance with this Agreement and the Security Documents. Collateral Agent

shall provide reasonable notice to each other Creditor if Collateral Agent commences a material enforcement action with respect to the Collateral; provided, that failure to provide such notice shall not subject Collateral Agent to any liability hereunder.

14. Proceeds of Collateral.

(a) Notwithstanding the order of recording or filing or any other basis for priority among the Creditors, each Creditor covenants and agrees that, regardless of any Insolvency or Liquidation Proceeding that has been commenced by or against the Borrower or any other Obligor, after the occurrence and during the continuance of one or more Remedy Events, all Collateral or Proceeds of Collateral received or recovered in connection with any sale or other disposition of, or collection on, such Collateral upon the exercise of remedies under the Security Documents or otherwise, and all insurance settlements and condemnation awards constituting Collateral, shall be allocated and applied as follows (it being agreed that Collateral Agent shall apply (or cause to be applied) such amounts to the payment of the Obligations in the following order as promptly as is reasonably practicable after receipt thereof; provided, that such amounts shall not be so applied until such time as the amount of the Obligations owed to each Creditor has been determined in accordance with the terms hereof and under the terms of the relevant Documents (including clause (b) below):

first: Ratably to the payment to the persons entitled thereto of all installments of interest on Senior Bonds due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and to the Secured Hedge Providers entitled thereto to pay Regular Hedge Payments and interest thereon then due in respect of Secured Hedge Contracts and, if the amount available shall not be sufficient to pay in full any particular installment then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Senior Bonds, and then to the payment of any interest due and payable after maturity on the Senior Bonds or Secured Hedge Contracts, ratably, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Senior Bonds;

second: Ratably to the payment of the principal of Senior Bonds, to the persons entitled thereto without preference or priority of any Senior Bonds over any other Senior Bonds and to the Secured Hedge Providers entitled thereto to pay all Hedge Termination Payments in respect of the Secured Hedge Contracts and all other amounts due in respect of the Secured Hedge Contracts without preference or priority; and

third: to the Borrower or the person lawfully entitled to receive the same as a court of competent jurisdiction may direct.

(b) Without limiting the foregoing, upon receipt of any Collateral or Proceeds referred to in Section 14(a), Collateral Agent shall promptly provide notice to each other Creditor of the receipt of such Collateral or Proceeds. Within 10 Business Days of the receipt of such notice, each Creditor (in the case of principal and interest on the Bonds, the Bond Trustee shall provide such notice on behalf of the Bondholders) shall give Collateral Agent written notice of the aggregate amount of the Obligations then outstanding owed by the Obligors to such

Creditor and presently due and owing after giving effect to (x) the application of any Other Credit Support as contemplated by Section 15 and (y) the application of amounts on deposit in the Debt Service Reserve Fund up to the Debt Service Reserve Requirement to the Bonds (and, as soon as practicable upon receipt thereof, Collateral Agent shall provide a copy of each such notice to each other Creditor). Notwithstanding anything herein to the contrary, no Collateral or Proceeds shall be applied to the Obligations under this Agreement until, subject to the occurrence of any Other Credit Support Exception, each Secured Hedge Provider, if entitled under the terms of its Secured Hedge Documents to apply any Other Credit Support provided to it, shall have applied or drawn on such Other Credit Support in the maximum amount then permitted to the Obligations owing to such Secured Hedge Provider as contemplate by Section 15. In addition, Collateral and Proceeds shall not be applied to any Bond Obligations under this Agreement unless the amount on deposit in the Debt Service Reserve Fund up to the Debt Service Reserve Requirement has been subtracted from the total amount of Bond Obligations owed to the Bondholders. In calculating the amount of Secured Hedge Obligations owed to any Secured Hedge Provider, the Secured Hedge Obligations shall be determined by the relevant Secured Hedge Provider in accordance with the terms of the relevant Secured Hedge Documents. Unless otherwise directed by a court of competent jurisdiction or each of the Creditors, Collateral Agent shall use, and shall be fully protected in using, the information provided for in such notices as the basis for applying such monies in accordance with Section 14(a) and shall have no liability for any failure or delay in taking any action as a result of a failure or delay by a Creditor to timely provide the information required above.

15. Other Credit Support. If, following the occurrence of an Early Termination Event under any Secured Hedge Contract, any Obligor shall fail to pay any of the Obligations owing under such Secured Hedge Contract as and when due and payable thereunder, then each Secured Hedge Provider agrees that, subject to the occurrence of any Other Credit Support Exception, it shall, to the extent permitted under Secured Hedge Contract, promptly (i) make a demand for payment under all Other Credit Support issued in favor of such Secured Hedge Provider and (ii) promptly apply the proceeds received under such Other Credit Support to reduce the outstanding amount of such Obligations. Nothing contained in this Agreement shall be construed (i) to impair the rights of any Secured Hedge provider to exercise its rights and remedies with respect to any cash collateral pledged for its sole benefit (and not for the benefit of any other Creditor) or as a beneficiary under and pursuant to any Other Credit Support issued, provided or pledged in its favor.

16. Insolvency or Liquidation Proceedings.

(a) DIP Financing and Cash Collateral.

(i) If Borrower or any other Obligor shall be subject to any Insolvency or Liquidation Proceeding at any time prior to the Discharge of all Obligations, and Collateral Agent shall elect to provide, or to act as agent or trustee for other Persons that desire to provide Borrower or any other Obligor with, or Collateral Agent (acting at the written direction of the Required Creditors) shall consent to a third party providing, any financing under Section 364 of the Bankruptcy Code (a "DIP Financing") or consent to any order for the use of cash collateral constituting Collateral under Section 363 of the Bankruptcy Code (or any similar provision of any foreign Bankruptcy Laws or under a

court order in respect of measures granted with similar effect under any foreign Bankruptcy Laws Laws) ("Cash Collateral"), each other Creditor agrees that it shall not raise or permit any objection to any such DIP Financing or Cash Collateral so long as: (i) each Creditor retains the right to object to such DIP Financing or Cash Collateral agreements, motions or orders, any ancillary agreements or ancillary arrangements regarding the use of Cash Collateral or the DIP Financing that are materially prejudicial to its interests (unless such DIP Financing, Cash Collateral agreement, ancillary agreements or arrangements, including any orders providing for adequate protection, other treatment, provisions or benefits that are substantially similar for all Creditors, in which case there shall be no independent right of a Creditor to object), (ii) the DIP Financing or Cash Collateral order does not require (a) the Borrower to seek confirmation of a specific plan of reorganization, or (b) the Borrower to liquidate the Collateral, and (iii) the DIP Financing does not result in any Lien on any of the Collateral that is senior to or pari passu with the Lien thereon that secures the Obligations.

(ii) All Liens granted to any Creditor in any Insolvency or Liquidation Proceeding, whether as adequate protection or otherwise, are intended by the parties to be and shall be deemed to be subject to the lien priorities and the other terms and conditions of this Agreement.

(b) Asset Sales. Each of the Parties hereto hereby agrees that Collateral Agent (acting at the direction of the Required Creditors) may credit bid the Obligations of all the Creditors ratably, in accordance with Section 363(k) of the Bankruptcy Code (or any similar provision). In the event of any credit bid by Collateral Agent, the Creditors whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the asset or assets so purchased (or in the equity interests of the acquisition vehicle or vehicles that are used to consummate such purchase).

(c) Collateral Agent Exercise of Authority's Rights. For the avoidance of doubt, all Parties consent to the rights of Authority to assign its rights in the Collateral, in the Project Loan Documents and under this Agreement (excluding the Unassigned Issuer's Rights) including as detailed in Section 28(b) of this Agreement. No Party shall object in any Insolvency or Liquidation Proceeding to the exercise by Collateral Agent of any rights or authority transferred by Authority to Collateral Agent pursuant to this Agreement or the Indenture (excluding the Unassigned Issuer's Rights).

(d) Reorganization Securities. If, in any Insolvency or Liquidation Proceeding, debt obligations of the reorganized debtor secured by Liens upon any property of the reorganized debtor are distributed pursuant to a plan of reorganization or similar dispositive restructuring plan, on account of the Secured Obligations, then, to the extent the debt obligations distributed on account of the Secured Obligations are secured by Liens upon the same property, the provisions of this Agreement shall survive the distribution of such debt obligations pursuant to such plan and shall apply with like effect to the Liens securing such debt obligations.

(e) Proofs of Claim, Chapter 11 Plans, Etc. Except as expressly set forth herein, no Creditor shall have any authority to take any action on behalf of any other Creditor in

any Insolvency or Liquidation Proceeding of Borrower or any other Obligor, including without limitation the filing of a proof of claim on behalf of such Creditor or the voting of such Creditor's claim to accept or reject any Chapter 11 plan proposed on behalf of Borrower or any other Obligor.

(f) Effectiveness in Insolvency Proceedings. This Agreement shall be effective before, during and after the commencement of an Insolvency or Liquidation Proceeding.

17. Continuing Agreement; Transfer of Obligations. This Agreement is a continuing agreement and shall (a) remain in full force and effect until the Discharge of all Obligations, (b) be binding upon the Parties and their successors and assigns, and (c) inure to the benefit of and be enforceable by the Parties and their respective successors, transferees and assigns. All references to any Obligor shall include any Obligor as debtor-in-possession and any receiver or trustee for such Obligor in any Insolvency or Liquidation Proceeding. Without limiting the generality of the foregoing clause (c), each Creditor may assign or otherwise transfer all or any portion of Obligations owing to such Creditor to any other Person, and such other Person shall thereupon become vested with all the rights and obligations in respect thereof granted to such Creditor herein or otherwise so long as such Person (other than any Bondholder) shall have become a party to this Agreement in accordance with Section 18 below.

18. Additional Creditors.

(a) Each Creditor that is a party to any Document (including in connection with a Refinancing of any Obligations) entered into after the date hereof shall become a party to this Agreement without the consent (except to the extent a consent is otherwise required to permit an Obligor to enter into such Document or to consummate such Refinancing transaction under any other Document) of any Creditor (other than the Creditor entering into such Document), upon the execution and delivery of a Joinder Agreement by such Creditor to the other Creditors. Each other party to this Agreement expressly agrees that its rights and obligations arising hereunder shall continue after giving effect to the addition of any such Creditor as a party to this Agreement after the date hereof. Borrower and the Creditor entering into a Joinder Agreement under this Section 18 shall provide a copy of such Joinder Agreement to each other Creditor promptly after entering into such Joinder Agreement. Collateral Agent shall acknowledge receipt of any Joinder Agreement delivered to it without the consent of any Creditor; provided, that Collateral Agent shall have no duty, liability or obligation with respect to any Joinder Agreement, including the validity or sufficiency thereof.

(b) Notwithstanding the foregoing, the Parties agree that (i) with respect to any Secured Hedge Document, (A) any new confirmation or transaction entered into thereunder, or any amendment, restatement, supplement or other modification thereto, shall be deemed, for all purposes, as a part of the same Secured Hedge Document, and (B) any such confirmation, transaction, amendment, restatement, supplement or other modification, whether or not such confirmation, transaction, amendment or other modification results in additional obligations secured by the Collateral, will in no event

require the Secured Hedge Provider thereto to enter into a new Joinder Agreement (or in the case of the Initial Secured Hedge Provider, a Joinder Agreement).

19. Collateral Agent.

(a) *Appointment of Collateral Agent.* Each Creditor (other than Collateral Agent) hereby designates and appoints Collateral Agent to act as the collateral agent for the Creditors, to hold and enforce the Liens under the Security Documents for the benefit of the Creditors and take certain other actions as expressly set forth in this Agreement and the Security Documents to which Collateral Agent is a party. Each Creditor hereby acknowledges and agrees that Collateral Agent shall not have any duties or responsibilities except those expressly set forth herein and in the other Security Documents to which Collateral Agent is a party. Collateral Agent shall not have or be deemed to have any fiduciary relationship with any Creditor or any other Person, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Document or otherwise exist against Collateral Agent. Without limiting the generality of the foregoing, the use of the term "agent" herein and in the other Documents with reference to Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. The permissive authorizations, entitlements, powers and rights (including the exercise of remedies following an Event of Default) granted to Collateral Agent shall not be construed as duties. Whether or not explicitly set forth therein, the rights, powers, protections, immunities and indemnities granted to Collateral Agent in this Agreement shall apply to any document entered into by Collateral Agent in connection with its role as Collateral Agent under the Documents. Collateral Agent may perform any of its duties by or through its affiliates, agents or employees and the exculpatory and indemnification provisions in this Agreement and the Security Documents shall apply to any such affiliate, agent or employee. Collateral Agent agrees to act as Collateral Agent upon the express terms and conditions contained herein.

Notwithstanding any other provision of this Agreement or the other Documents, Collateral Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request or direction of the Required Creditors or (ii) in the absence of its own gross negligence or willful misconduct (as determined by a final, nonappealable judgment of a court of competent jurisdiction).

Each Creditor authorizes and directs Collateral Agent to enter into the Indenture and the Security Documents to which it is a party on the date hereof on behalf of and for the benefit of the Creditors.

(b) *Nature of Duties of Collateral Agent.* Collateral Agent shall have no duties or responsibilities, except those expressly set forth in this Agreement or the Security Documents to which Collateral Agent is a party. Neither Collateral Agent nor any of its affiliates, directors, officers, employees or agents (each, a "Protected Party") shall be liable to the Creditors for any damages caused by any action taken or omitted by

any Protected Party hereunder or under the Security Documents (INCLUDING THOSE DAMAGES CAUSED BY THE SOLE NEGLIGENCE, COMPARATIVE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR CONCURRENT NEGLIGENCE OF ANY PROTECTED PARTY), unless caused solely by the gross negligence or willful misconduct of the Protected Party seeking protection under this Section 19(b) (as determined by a final, nonappealable order of a court of competent jurisdiction). The duties of Collateral Agent shall be mechanical and administrative in nature; and Collateral Agent, in its capacity as such, shall not have by reason of this Agreement or the Security Documents a fiduciary relationship in respect of any Creditor or any other Person. Nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon Collateral Agent any duties or obligations in respect of this Agreement and the Security Documents except as expressly set forth herein. Other than its duties expressly provided herein or in the Security Documents to which Collateral Agent is a party, Collateral Agent shall have no implied duties to Creditors or the Obligors or any other Person under or in connection with this Agreement or the Documents and no implied duties as to any property belonging to any Obligor (whether or not the same constitutes Collateral), whether such property is in Collateral Agent's possession or control or in the possession or control of any of its agents or nominees, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto or available at law or otherwise. Collateral Agent shall have the same rights hereunder as any other Creditor and may exercise the same as though it were not performing the duties specified herein. The Person serving as Collateral Agent may engage in any kind of other business with the Obligors or any of the Obligors' affiliates as if it were not performing the duties specified herein, and may accept fees and other consideration from the Obligors and such other Persons in connection with this Agreement or any Document, and otherwise, without having to account for the same to the other Creditors except as specified herein.

(c) *Lack of Reliance on Collateral Agent.* Independently and without reliance upon Collateral Agent or any other Creditor, each Creditor (other than Collateral Agent) represents to Collateral Agent and each of the other Creditors that, as of the date of this Agreement, such Creditor has made (i) its own independent investigation of the financial condition and affairs of the Obligors based on such documents and information as it has deemed appropriate in connection with the taking or not taking of any action in connection herewith, and (ii) its own appraisal of the creditworthiness of the Obligors. Each Creditor (other than Collateral Agent) also acknowledges that it will, independently and without reliance upon Collateral Agent or any other Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement or the Security Documents. Except as expressly provided in this Agreement, Collateral Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Creditor with any credit or other information concerning the affairs, financial condition or business of the Obligors which may come into the possession of Collateral Agent or any of its affiliates whether now in its possession or in its possession at any time or times hereafter; and Collateral Agent shall not be required to keep itself informed as to the performance or observance by the Obligors of this Agreement, any Security Document or any other document referred to or provided for herein or to inspect the properties or

books of the Obligors. Collateral Agent shall not (i) be responsible for any recitals, statements, information, representations or warranties herein, in any other Document, or in any document, certificate or other writing delivered in connection herewith or therewith or for the execution, effectiveness, genuineness, validity, enforceability, collectability, priority or sufficiency of this Agreement or the Documents or the financial condition of the Obligors; or (ii) be required to make any inquiry concerning (a) the performance or observance by others of any of the terms, provisions or conditions of this Agreement or the Documents, including the content of notices, opinions, certificates and directions given under this Agreement or the Documents, (b) the financial condition of the Obligors, or (c) the existence or possible existence of any "default" or "event of default" under the Documents.

(d) *Certain Rights of Collateral Agent.* Notwithstanding any provision of this Agreement or the other Documents to the contrary, before taking or omitting any action to be taken or omitted by Collateral Agent under the terms of this Agreement and the other Documents, Collateral Agent may seek the written direction of the Required Creditors, and Collateral Agent is entitled to rely (and is fully protected in so relying) upon such direction. Collateral Agent is not liable with respect to any action taken or omitted to be taken by it in accordance with such direction. If Collateral Agent requests such direction with respect to any action, Collateral Agent is entitled to refrain from such action unless and until Collateral Agent has received such direction, and Collateral Agent does not incur liability to any Person by reason of so refraining. If Collateral Agent so requests, it must first be indemnified to its satisfaction by the Creditors against any and all fees, losses, liabilities and expenses which may be incurred by Collateral Agent by reason of taking or continuing to take, or omitting, any action directed by any Creditor Any provision of this Agreement or the other Documents authorizing Collateral Agent to take any action does not obligate Collateral Agent to take such action.

(e) If Collateral Agent shall request instructions from the Creditors with respect to any act or action (including the failure to act) in connection with this Agreement or the Documents, Collateral Agent shall be entitled to refrain from such act or taking such action unless and until Collateral Agent shall have received written instructions from the Required Creditors; and Collateral Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Person shall have any right of action whatsoever against Collateral Agent as a result of Collateral Agent acting or refraining from acting under this Agreement or the Documents in accordance with the direction given in accordance with this Agreement, and such direction and any action taken or failure to act pursuant thereto shall be binding on all Creditors. Collateral Agent shall be fully justified in failing or refusing to take any action hereunder or under the Documents unless it shall first be indemnified to its satisfaction by the Creditors (other than Bond Trustee) against any and all liability and expense which may be incurred by Collateral Agent by reason of taking or continuing to take any such action. Notwithstanding any other provision of this Section 19 or any other Document or any indemnity or directions provided by any or all of the Creditors, Collateral Agent shall not be required to take any action which, in the reasonable belief of Collateral Agent, may expose Collateral Agent to liability or which, in the reasonable belief of Collateral Agent, is contrary to this Agreement, the Security Documents or applicable law.

Collateral Agent shall provide notice to Bond Trustee and each Secured Hedge Provider any time it is instructed to exercise rights or remedies under any Security Document.

Collateral Agent shall have no responsibility for interest or income on any funds held by it hereunder and any funds so held shall be held uninvested pending distribution thereof.

Collateral Agent shall not have any obligation whatsoever to any Creditor or to any other Person to assure that the Collateral exists or is owned (whether in fee or by leasehold) by the Person purporting to own it or is cared for, protected, or insured or has been encumbered or that the Liens granted to Collateral Agent herein or pursuant to the Documents have been properly or sufficiently or lawfully created, perfected, protected, or enforced, or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights granted or available to Collateral Agent in any of the Documents. Notwithstanding anything contained in the Documents or otherwise to the contrary, Collateral Agent shall not have any duty to (i) file or prepare any financing or similar or continuation statements (including without limitation any UCC statements) or record any documents or instruments in any public office for purposes of creating, perfecting or maintaining any Lien or security interest created under the Documents; (ii) take any necessary steps to preserve rights against any parties with respect to any Collateral; or (iii) take any action to protect against any diminution in value of the Collateral.

Collateral Agent shall not be responsible in any manner to any Creditor or any other Person for any recital, statement, representation or warranty made by any Obligor or any officer thereof, contained herein or in any other Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Collateral Agent under or in connection with, this Agreement or any other Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Document, or for the creation, perfection or priority of any Liens purported to be created by any of the Documents, or the validity, genuineness, enforceability, existence, value or sufficiency of any Collateral, or to make any inquiry respecting the performance by the Obligors of their obligations hereunder or under any other Document, or for any failure of the Obligors or any other party to any Document to perform its obligations hereunder or thereunder. Collateral Agent shall not be under any obligation to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Document, or to inspect the properties, books or records of the Obligors or any Affiliate thereof.

Collateral Agent shall never be required to use, risk or advance its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers. In no event shall Collateral Agent be liable, directly or indirectly, for any special, indirect, punitive or consequential damages, even if Collateral Agent has been advised of the possibility of such damages and regardless of the form of action. Collateral Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations

superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes, terrorist attacks or other disasters.

If at any time Collateral Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of any Collateral), Collateral Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if Collateral Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Collateral Agent shall not be liable to any of the parties hereto or to any other Person even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

If Collateral Agent shall reasonably require any information to perform its duties under the Documents, Borrower shall, to the extent it has such information, provide such information promptly upon request.

Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any default or event of default unless Collateral Agent shall have received written notice from a Creditor or the Borrower referring to this Agreement, describing such default or event of default and stating that such notice is a "notice of default." Collateral Agent will notify the Creditors of its receipt of any such notice. Collateral Agent shall take such action with respect to such default or event of default as may be directed by the Required Creditors in accordance with this Agreement; provided that Collateral Agent shall not be required to take any action under this Agreement or any other Document, or to prosecute or defend any suit in respect of this Agreement or any other Document, unless it is indemnified hereunder to its satisfaction.

Notwithstanding anything else to the contrary herein or in the other Documents, whenever reference is made in this Agreement or any other Document to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by Collateral Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by Collateral Agent, it is understood that Collateral Agent shall be acting at the written direction of the Required Creditors, and shall be fully protected in acting pursuant to such directions.

(f) *Reliance by Collateral Agent.* Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, statement, certificate or telecopier message, cablegram, radiogram, facsimile transmission, e-mail, order or other documentary, teletransmission or telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person. Collateral Agent may consult with legal counsel, accountants and other experts selected

by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

Collateral Agent shall be entitled to request at any time and to fully rely upon a notice from any Creditor as to the aggregate amount of the Obligations then outstanding owed by any of the Obligors to such Creditor. Collateral Agent shall have no duty, liability or obligation to confirm the accuracy of any such information provided by the Creditors. Creditors agree to provide such notice to Collateral Agent upon request and otherwise in accordance with the terms of this Agreement.

(g) *Creditors as Owners.* Collateral Agent may deem and treat each Creditor as the owner of its portion of the Obligations as described herein for all purposes hereof unless and until Collateral Agent is notified of a change in Creditors.

(h) *Successor Collateral Agent.* Collateral Agent may resign upon sixty (60) days' notice to each other Creditor party hereto and the Borrower. The Required Creditors and, so long as no Event of Default shall have occurred and be continuing, the Borrower (with the consent of the Required Creditors) shall each have an independent right to remove Collateral Agent with or without cause upon thirty (30) days' notice to the Creditors and Collateral Agent. If Collateral Agent shall resign or shall have received a notice of removal pursuant this Section 19(g), the Required Creditors and, so long as no Event of Default shall have occurred and be continuing or otherwise the Required Creditors, the Borrower, shall appoint a successor agent, whereupon such successor agent shall succeed to the rights, powers and duties of Collateral Agent and the term "Collateral Agent" shall mean such successor agent effective upon such appointment and approval, and the rights, powers and duties of the resigning or removed Collateral Agent shall be terminated, without any other or further act or deed on the part of any Creditor or any of the other parties to this Agreement (if not earlier terminated pursuant to the following sentence); provided, however, that in the case of a resignation of the Collateral Agent due to the redemption or repayment of the Bonds in full, the Secured Hedge Providers holding at least 50% of the Eligible Hedge Voting Amount shall appoint such successor agent in lieu of the Required Creditors. If no successor agent has accepted appointment as Collateral Agent by the date that is sixty (60) days or thirty (30) days, as applicable, following the applicable notice of resignation or the date of the notice of removal, the resignation or removal, as the case may be, shall nevertheless become effective and the rights, powers and duties of the resigning or removed Collateral Agent shall be terminated; provided, the resigning Collateral Agent, or in the case of a removal, the Borrower or the Required Creditors may petition to a court of competent jurisdiction to appoint such a successor. If a court of competent jurisdiction appoints a successor, such successor shall (x) be authorized under all laws to exercise corporate trust powers, (y) have a combined capital and surplus of at least $500,000,000 and (z) be acceptable to the Required Creditors (and, unless an Event of Default has occurred and is then continuing, the Borrower). After any Person's resignation or removal as Collateral Agent, the provisions of this Section 19 shall inure to such Person as to any actions taken or omitted to be taken by it while it was Collateral Agent under this Agreement and the other Documents to which it is a party.

Any Person into which Collateral Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which Collateral Agent shall be a party, or any Person succeeding to the corporate trust business of Collateral Agent shall be the successor of Collateral Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto

(i) *Employment of Collateral Agent and Counsel.* Collateral Agent may execute any of its duties as Collateral Agent hereunder or under the Security Documents by or through employees, agents, and attorneys in fact and shall not be answerable to the Creditors for the default or misconduct of any such employees, agents or attorneys in fact reasonably selected by it in good faith unless such default or misconduct is a direct result of the gross negligence or willful misconduct of Collateral Agent (as determined by a final nonappealable order of a court of competent jurisdiction) in monitoring the activities of such employees, agents or attorneys-in-fact, provided that Collateral Agent shall always be obligated to account for moneys or securities received by it or its authorized agents. Collateral Agent shall be entitled to advice of independent legal counsel concerning all matters pertaining to the collateral agency hereby created and its duties hereunder or under the Security Documents.

(j) *Fees, Expenses and Indemnification*

The Borrower shall pay to Collateral Agent for its own account fees in the amounts and at the times agreed with Collateral Agent.

The Borrower shall pay all reasonable out-of-pocket expenses incurred by Collateral Agent (including the fees, charges and disbursements of any counsel for Collateral Agent) in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and in connection with the enforcement or protection of its rights in connection with this Agreement and the other Documents, including its rights under this Section, or in connection any workout, restructuring or negotiations in respect of this Agreement or the other Documents.

The Borrower shall indemnify Collateral Agent (and any sub-agent thereof) and each related party (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, fees and expenses (including the reasonable out-of-pocket fees, charges and disbursements of counsel), incurred by any Indemnitee or asserted against any Indemnitee by any Person arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties of their respective obligations hereunder or thereunder, or the consummation of the transactions contemplated hereby or thereby, or the administration of this Agreement and the other Documents (including fees and expenses incurred in enforcing this indemnity), (ii) any extension of credit or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of hazardous materials on or from any property owned or operated by Borrower or any other Obligor or any of their subsidiaries, or any environmental liability related in any way to Borrower or any other Obligor or any of their subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party or any of the Borrower's or such Loan Party's directors, shareholders or creditors or by any other Person, and regardless of whether any Indemnitee is a party thereto, **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE;** *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

The agreements in this subsection (j) shall survive the resignation or removal of Collateral Agent, the termination of the Documents and the repayment, satisfaction or discharge of all the other Obligations.

(k) *Limitation on Liability of the Creditors and Collateral Agent.* The Creditors and Collateral Agent shall not be deemed, as a result of the execution and delivery of the Security Documents or the consummation of the transactions contemplated by this Agreement and the Security Documents, to have assumed any obligation of any Obligor with respect to the Collateral or any liability under or with respect to any of the contracts, agreements, leases, instruments or documents which are, or which may hereafter be, assigned to Collateral Agent for the benefit of the Creditors.

20. Modification of this Agreement. Any amendment, modification or waiver of any provision of this Agreement will only be effective if in writing signed by Authority,

Collateral Agent (acting at the written direction of the Required Creditors), Bond Trustee (acting at the written direction of the Majority of Outstanding Bondholders) and each Secured Hedge Provider party hereto, and no amendment, modification or waiver of this Agreement will require the consent or signature of any Obligor unless such amendment, modification or wavier (x) by the terms of this Agreement requires the consent of any Obligor (in which case such amendment, modification or waiver shall require the consent of such Obligor) or (y) increases the obligations or reduces the rights of any Obligor (in which case such amendment, modification or waiver shall require the consent of the affected Obligor). Any waiver will be a waiver only for the specific instance involved and will not impair the rights of the Parties making the waiver or the obligations of the other Parties to such Party in any other respect or at any other time.

21. Confirmation of Intercreditor Agreement in Documents. If requested by Authority, Borrower will cause each Document evidencing any Obligations or providing for a Lien securing any Obligations to include the following language (or language to similar effect approved by Authority) and any other language that Authority reasonably requests to reflect that such Document is subject to this Agreement:

> "Notwithstanding anything herein to the contrary, [the obligations owing to [Creditor] evidenced by this Agreement] [the Lien and security interest granted to [Creditor] pursuant to this Agreement] and the exercise of any right or remedy by [Creditor] hereunder are subject to the provisions of the Intercreditor Agreement, dated as of [__], 2019 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Intercreditor Agreement"), among RES Polyflow Indiana LLC, as borrower, UMB Bank, N.A., as collateral agent, Indiana Finance Authority, [Creditor] and the other parties from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control."

22. Notices of Default, etc. So long as any Obligations remain outstanding in respect of more than one class of Creditors, the following provisions shall apply:

(a) Each Creditor hereby agrees to give, pursuant to the terms set forth in the applicable Documents, Collateral Agent prompt written notice of the occurrence of (i) any Event of Default under such Person's Documents, as applicable, of which such Person has written notice, and (ii) acceleration of the maturity of any Obligations owing to it under any of the Documents wherein such Obligations have been declared to be or have automatically become due and payable earlier than the scheduled maturity thereof or termination date thereunder and setting forth the aggregate amount of Obligations that have been so accelerated under such Documents, in each case, as soon as practicable after the occurrence thereof; provided, however, that the failure to provide such notice shall not limit or impair the rights of the applicable Creditors, or the obligations of the Obligors, hereunder or under the other applicable Documents. Upon receipt of any of the notices described above, Collateral Agent shall promptly notify each other Creditor. Collateral Agent shall give each other Creditor a copy of any such notice delivered to Collateral Agent.

(b) Each Obligor hereby agrees that, at any time and from time to time, at its sole cost and expense, it shall promptly execute and deliver all further agreements, instruments, documents and certificates and take all further action that may be necessary in order to fully effectuate the purposes of this Agreement and the Documents (including, to the extent required by any Document, the delivery of possession of any Collateral represented by certificated securities that hereafter comes into existence or is acquired in the future to Collateral Agent as pledgee for the benefit of all Creditors) and to enable Collateral Agent to exercise and enforce its rights and remedies under the Documents with respect to the Collateral or any part thereof.

23. Governing Law. This Agreement shall be governed by the laws of the State of Indiana, without regard to its conflicts of law rules.

24. No Waiver. No failure or delay on the part of a Creditor in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or under their respective Documents.

25. Equitable Remedies. Each Creditor acknowledges that to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, each other Creditor shall have the right to demand specific performance of this Agreement by such defaulting Creditor, including, without limitation, injunctive relief or such other equitable relief as may be available. Each Creditor waives any defense based on the adequacy of a remedy at law and any other defenses that might be asserted to bar the remedy of specific performance in any action brought by any other Creditor.

26. Provisions Solely to Define Relative Rights. The lien and payment priorities set forth in this Agreement and the rights and benefits hereunder in respect of such lien and payment priorities shall inure solely to the benefit of Creditors and their respective permitted successors and assigns, and no other Person (including any trustee, receiver, debtor in possession or bankruptcy estate in a bankruptcy or like proceeding) shall have or be entitled to assert such rights. Nothing in this Agreement is intended to or shall impair the obligations of any Obligor, which are absolute and unconditional, to pay and perform the Obligations as and when the same shall become due and payable in accordance with the terms of the applicable Documents.

27. Obligations Unconditional. All rights, interests, agreements and obligations of the Creditors hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Document;

(b) any change in the time, manner or place of payment of, or in any other terms of, all or any of the Obligations, or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of any Document;

(c) any exchange of any security interest in any Collateral or any other collateral or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the Obligations;

(d) the commencement of any Insolvency or Liquidation Proceeding in respect of any Obligor; or

(e) any other circumstances that otherwise might constitute a defense available to, or a discharge of, an Obligor in respect of any Obligations.

28. No Third Party Beneficiaries.

(a) Only the Creditors and their respective successors and assigns shall have the right to enforce any provision of this Agreement. No other person, including, without limitation, any Obligor, shall have any right to enforce any provision of this Agreement (except, in the case of the Obligors, to the extent Section 20 expressly sets forth any consent rights of the Obligors regarding modifications to this agreement).

(b) In order to secure the Bond Obligations, Authority has agreed in the Indenture, among other things, to assign to Collateral Agent, for its benefit and the benefit of the Secured Parties, Authority's rights under the Project Loan Documents (excluding the Unassigned Issuer's Rights) and the remainder of the Trust Estate and to grant a security interest in favor of Collateral Agent, for its benefit and the benefit of the Secured Parties, in all of Authority's right, title and interest in and to the Project Loan Documents (excluding the Unassigned Issuer's Rights) and the remainder of the Trust Estate, subject to the reservations and conditions set forth in the Indenture. Each Party hereby consents and agrees to such assignment and to the creation of such mortgage and security interest and acknowledges receipt of a copy of the Indenture, it being understood that such consent shall not affect any requirement or the absence of any requirement for any consent under any other circumstances. Until the Indenture has been cancelled and discharged pursuant to the terms thereof, all rights of Authority under or with respect to the Project Loan Documents (excluding the Unassigned Issuer's Rights) and the remainder of the Trust Estate, including, without limitation, all rights to enforce the Project Loan Documents against the Obligors and to enforce this Agreement against the other Creditors and the Obligors (other than, in each case, with respect to Unassigned Issuer's Rights), to the extent set forth in and subject in each case to the exceptions set forth in the Indenture, shall be exercisable by Collateral Agent.

29. Further Acts. The Parties shall reasonably cooperate with each other in order to carry out the terms and provisions of this Agreement. Each Party shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement or any Security Document.

30. Notices. All notices under this Agreement shall be in writing and shall be delivered by certified United States mail, return receipt requested, or nationally recognized overnight courier, to the respective parties at their addresses set forth on Exhibit B (or, in the case of a Creditor becoming a party to this Agreement after the date hereof pursuant to Section 18, at their address set forth in the applicable Joinder Agreement). All notices shall be deemed received: (i) one (1) Business Day following deposit with a nationally recognized overnight delivery service, (ii) three (3) Business Days following deposit in the U.S. Mail, as certified mail, return receipt requested, or (iii) upon delivery if sent by hand-delivery or other method.

Whenever Collateral Agent is required to give notice to Creditors, any notice to the Bond Trustee shall be sufficient as notice to the Bondholders, and Collateral Agent is not required to deliver notice to the Bondholders.

31. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which when so executed shall be deemed an original hereof and all of which together shall constitute one and the same instrument. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

32. Headings. Headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

33. Special and Limited Obligations; No Personal Liability.

(a) Notwithstanding any other terms or provisions hereof, the obligations of the Authority under this Agreement are special and limited obligations of the Authority, payable solely from the Trust Estate. The obligations of the Authority under this Agreement do not represent or constitute a debt of the Authority or of the State within the meaning of the provisions of the Constitution or statutes of Indiana or a pledge of the faith and credit of the Authority or the State or grant to any person any right to have the Authority or the State levy any taxes or appropriate any funds for the payment of such obligations. Neither the faith and credit nor the taxing power of the State is pledged to the payment of the obligations of the Authority under this Agreement. The Authority has no taxing power.

(b) No recourse shall be had under or upon any obligation, covenant or agreement contained in this Agreement, or under any judgment obtained against the Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, under or independent of this Agreement, against any member, officer, employee or agent as such, present or future, of the Authority, either directly or through the Authority, or otherwise, for the payment for or to the Authority, or any receiver thereof, of any sum that may be due and unpaid by the Authority hereunder. Any and all personal liability of every nature, whether at common law or in equity, by statute or constitution or otherwise, of any member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for or to the Authority, or any receiver thereof, of any sum that may remain due and unpaid by the Authority hereunder, is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement.

34. Effectiveness; Severability of Provisions. This Agreement will become effective when executed and delivered by each party. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

35. No Warranties; Independent Action. No Creditor has made any express or implied representation or warranty to any other Creditor, including with respect to the execution, validity, legality, completeness, collectability, or enforceability of any document to which it is a

party, the ownership of any Collateral or the perfection or priority of any Liens thereon. Except as otherwise provided herein, each Creditor may manage and supervise its Obligations under the applicable Documents in accordance with applicable law and as it may otherwise, in its sole discretion, deem appropriate. Except as expressly provided herein, no Creditor shall have any duty any other Creditor to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default under any agreements with Borrower or any other Obligor (including any Document), regardless of any knowledge thereof which they may have or be charged with.

36. Venue. Each party hereto irrevocably agrees and consents to the exclusive jurisdiction and venue of courts in the State of Indiana, Marion County, whether local or state, and if federal, in the United States District Court for the Southern District of Indiana.

37. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

38. Enforceability in Insolvency and Liquidation Proceeding. The provisions of this Agreement are intended to be and shall be enforceable as a "subordination agreement" under Section 510(a) of the Bankruptcy Code.

39. Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of any other Document, the provisions of this Agreement shall govern and control.

40. **Discharge of Bond Obligations.** Upon the Discharge of Bond Obligations, if any Secured Hedge Obligations remain outstanding, all monies and other amounts on deposit in any fund or account under the Indenture shall be transferred to one or more deposit or securities accounts at a depositary bank reasonably acceptable to the holders of more than 50% of the Eligible Hedge Voting Amount, which accounts shall be and remain subject to account control agreements that provide the Collateral Agent with "springing" control (within the meaning of UCC 9-104 and 9-106) over such accounts during the existence of an Event of Default and are otherwise in form and substance reasonably satisfactory to each of the Secured Hedge Providers until the Discharge of all Secured Hedge Obligations.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Intercreditor Agreement on or about the date first written above.

BORROWER:

RES POLYFLOW INDIANA LLC,
an Indiana limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2019, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
(NOTARY PUBLIC)

My Commission Expires:

_____
[AFFIX NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties have executed this Intercreditor Agreement on or about the date first written above.

SPONSOR:

BME RENEWABLE POLYFUELS, LLC,

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2019, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
(NOTARY PUBLIC)

My Commission Expires:

_____
[AFFIX NOTARIAL SEAL]

COLLATERAL AGENT:

UMB BANK, N.A.

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, on this ____ day of _____, 2019, the within named _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
(NOTARY PUBLIC)

My Commission Expires:

_____
[AFFIX NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties have executed this Intercreditor Agreement on or about the date first written above.

BOND TRUSTEE:

UMB BANK, N.A.

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, on this ____ day of _____, 2019, the within named _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
(NOTARY PUBLIC)

My Commission Expires:

_____
[AFFIX NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties have executed this Intercreditor Agreement on or about the date first written above.

AUTHORITY:

INDIANA FINANCE AUTHORITY

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2019, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
(NOTARY PUBLIC)

My Commission Expires:

_____
[AFFIX NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties have executed this Intercreditor Agreement on or about the date first written above.

INITIAL SECURED HEDGE PROVIDER:

[_____],

a [_____]

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2019, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

_____
(NOTARY PUBLIC)

My Commission Expires:

_____
[AFFIX NOTARIAL SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF SITE

EXHIBIT B

NOTICE ADDRESSES

EXHIBIT C

[FORM OF] JOINDER TO INTERCREDITOR AGREEMENT

Reference is made to that certain Intercreditor Agreement dated as of [_____], 2019 (as supplemented on the date hereof through the execution and delivery of this Agreement and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), among RES POLYFLOW INDIANA LLC, an Indiana limited liability company ("Borrower"), [SPONSOR], a [_____] limited liability company ("Sponsor" and, together with Borrower and the other Obligors defined therein, each an "Obligor" and collectively, the "Obligors"), UMB BANK, N.A., in its capacity as trustee for the Bondholders (together with its successors and assigns in such capacity, "Bond Trustee"), UMB BANK, N.A., in its capacity as Collateral Agent for the Creditors (together with its successors and assigns in such capacity, "Collateral Agent"), INDIANA FINANCE AUTHORITY (together with its successors and assigns, "Authority"), and each other Creditor party thereto. Capitalized terms used but not defined herein shall have the meanings assigned in the Agreement.

This Joinder to the Agreement (this "Joinder"), dated as of [_____, _____] (the "Effective Date"), by and among (i) _____ (the "New Creditor"), in its capacity as a [_____] under that certain [Insert Description of Document] (the "New Agreement") dated as of the date hereof between Borrower and the New Creditor, pursuant to which the Borrower has [_____][1], and (ii) Borrower has been entered into (A) to designate the New Agreement and each of the documents evidencing or securing any New Obligations (as defined below) or any guarantee thereof as described more particularly on Annex I hereto as [type of Documents] (collectively, the "New Documents") and the New Obligations (as defined below) as [type of Obligations], (B) to record the accession and joinder of the New Creditor to the Agreement, (C) with respect to the Liens securing obligations under the New Documents (the "New Obligations"), to confirm and evidence that such Liens shall, for purposes of the Agreement, have the priority set forth in the Agreement applicable to Liens securing [type of Obligations] and (D) for certain related purposes.

The parties to this Agreement hereby agree as follows:

A. The New Creditor agrees to become (i) a party to and bound by the terms of the Agreement [on behalf of itself and the holders of the New Obligations][2] as a [type of Creditor], as if it had originally been party to the Agreement as a [type of Creditor].

B. The New Documents have been designated by the New Creditor and Borrower as being included in the definition of "[type of Documents]" set forth in the

[1] Describe the Obligations incurred.

[2] Insert bracketed language if the New Creditor is acting as trustee or agent for holders of New Obligations.

Agreement, which designation shall be irrevocable. The New Documents shall constitute a "[type of Documents]" as defined in the Agreement.

C. The New Obligations constitute [type of Obligations] for purposes of the Agreement.

D. The Liens securing the New Obligations under the New Documents shall have the priority applicable to Liens securing the [type of Obligations], as set forth in Section 4 of the Agreement.

E. The New Creditor confirms that its address for notices pursuant to the Agreement is as follows:

[_____]
[_____]
[_____]
Attention: [_____]

F. This Joinder may be executed simultaneously in two or more counterparts, each of which when so executed shall be deemed an original hereof and all of which together shall constitute one and the same instrument.

G. Each party hereto irrevocably agrees and consents to the exclusive jurisdiction and venue of courts in the State of Indiana, Marion County, whether local or state, and if federal, in the United States District Court for the Southern District of Indiana.

H. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS JOINDER OR THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS JOINDER AND THE AGREEMENT AND THE DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Joinder as of the Effective Date.

[NEW CREDITOR], as the New Creditor

By: _____
Name:
Title:

RES POLYFLOW INDIANA LLC,
an Indiana limited liability company, as Borrower

By: _____
Name:
Title:

Receipt acknowledged:

UMB BANK, N.A., as Collateral Agent

By:_____
Name:
Title:

Annex I to Joinder

New Documents

[TO BE COMPLETED BY THE NEW CREDITOR AND BORROWER]

EXHIBIT F

19040421 MTG $55.00
04/19/2019 08:56:41A 31 PGS
Linda S Myers
Steuben County Recorder IN
Recorded as Presented

AFTER RECORDING, PLEASE RETURN TO:

Ice Miller LLP
One American Square
Suite 2900
Indianapolis, Indiana
Attention: Tyler J. Kalachnik

MORTGAGE AND SECURITY AGREEMENT

Dated as of March 1, 2019

given by

RES POLYFLOW INDIANA LLC
as Grantor,

in favor of

UMB BANK, N.A.,
as Beneficiary

$185,000,000
INDIANA FINANCE AUTHORITY
EXEMPT FACILITY REVENUE BONDS, SERIES 2019
(RES POLYFLOW INDIANA PROJECT)(GREEN BONDS)

TITAN TITLE SERVICES, LLC
19-20598

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made as of the 1st day of March, 2019, by RES POLYFLOW INDIANA LLC, an Indiana limited liability company (the "Grantor," or sometimes the "Borrower"), to UMB Bank, N.A., a national banking association, not individually, but solely in its capacity as Collateral Agent, for the benefit of the Secured Parties (the "Beneficiary").

RECITALS

WHEREAS, pursuant to and in accordance with Indiana Code Sections 5-1.2 *et seq.*, as amended (the "Act"), the Indiana Finance Authority (the "Issuer") has determined to issue its Exempt Facility Revenue Bonds, Series 2019 (RES Polyflow Indiana Project)(Green Bonds) (the "Series 2019 Bonds") and to fund a loan to the Borrower in the principal amount of the Series 2019 Bonds (the "Loan") which Loan shall be advanced pursuant to the terms of the Loan Agreement dated as of March 1, 2019, between the Borrower and the Issuer (the "Loan Agreement"), and shall be evidenced by the Note;

WHEREAS, pursuant to a Trust Indenture of even date herewith (the "Indenture") by and between the Issuer and the Beneficiary, the Issuer has assigned its rights under the Loan Agreement, Indenture and other documents related to the issuance of the Series 2019 Bonds (the "Bond Documents") to the Beneficiary, excluding however, the Unassigned Issuer's Rights;

WHEREAS, as a condition precedent to the making of the Loan, the Issuer requires that the Borrower execute this Mortgage encumbering the Project and the other rights and interests described on Exhibit A (the "Project Site") attached hereto to provide security for the performance by the Borrower of all of the Borrower's obligations hereunder, under the Note and under the Parity Indebtedness (collectively, and together with all other "Obligations" under and as defined in the Intercreditor Agreement, the "Secured Obligations"), including the Borrower's obligation to repay the Loan in the principal amount of $185,000,000 (the "Original Principal Amount"); and

WHEREAS, in connection with the Loan Agreement and the Indenture, the Borrower intends to enter into one or more Secured Hedge Contracts, which will be secured by this Mortgage, subject to the Intercreditor Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises, the respective representations, covenants and agreements hereinafter contained, and of the purchase and acceptance of the Bonds by those who shall hold the same from time to time, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Certain terms used in this Mortgage are defined in the Indenture or the Loan Agreement as if defined herein. When used herein, such terms shall have the meanings given to them in the Indenture or the Loan Agreement, unless specifically provided otherwise or unless the context clearly indicates otherwise; provided that as used herein, the term "Project" shall have the meaning given to such term in the Loan Agreement. In the event of a conflict between terms defined in the Indenture and terms defined in the Loan Agreement, the definition in the Indenture shall govern. As used herein, (a) the following terms have the meanings given to such terms in the Intercreditor Agreement: "Discharge," "Documents," "Event of Default," and "Obligations" and (b) the term "Secured Party" has the meaning given to the term "Creditor" in the Intercreditor Agreement. All references herein to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified.

(End of Article I)

ARTICLE II

RULES OF CONSTRUCTION

Section 2.1. Rules of Construction. The words "hereof," "herein," "hereunder," "hereto," and other words of similar import refer to this Mortgage in its entirety.

"Including" means "including, but not limited to."

References to Articles, Sections, and other subdivisions of this Mortgage are to the designated Articles, Sections and other subdivisions of this Mortgage as originally executed.

The headings of this Mortgage are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

Section 2.2. Recitals Incorporated Herein by Reference. The Grantor acknowledges that the Recitals contained hereinabove are true and correct and agrees that the same are incorporated herein as a substantive part of this Mortgage.

(End of Article II)

ARTICLE III

GRANT TO THE BENEFICIARY:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that the Grantor, in consideration of the premises and the sum of One Dollar ($1.00) lawful money of the United States of America, to it in hand paid, the receipt of which is hereby acknowledged, hereby mortgages, warrants, grants, conveys and assigns unto the Beneficiary, and its successors or successors in trust (for the benefit of the Secured Parties), the Project and the Project Site to secure the repayment of the Secured Obligations.

TOGETHER with all right, title and interest of the Grantor, including any after-acquired right, title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Project and the Project Site,

TOGETHER with all and singular the rights, alleys, ways, tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, liberties, advantages, accessions and privileges now or hereafter appertaining to the Project and the Project Site or any part thereof, including, but not limited to, any homestead or other claim at law or in equity, the reversion or reversions, remainder or remainders thereof, and also all the estate, property, claim, right, title or interest now owned or hereafter acquired by the Grantor in or to the Project and the Project Site or any part thereof,

TOGETHER with all of the improvements to the Project and the Project Site,

TOGETHER with all of the equipment (which equipment, so far as permitted by law, shall be deemed to be fixtures and part of the Project and the Project Site and of the improvements, and as to any part of the equipment not deemed or permitted by law to be fixtures, this Mortgage shall also constitute a security agreement under the Uniform Commercial Code, and pursuant thereto, and in order to secure the repayment of the Secured Obligations and the performance of the Secured Obligations, the Grantor hereby grants to the Beneficiary a continuing security interest under the Uniform Commercial Code in and to such part of the equipment not deemed or permitted by law to be fixtures, and the proceeds thereof and with respect to which equipment, the Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code),

TOGETHER with all receivables, licenses and records,

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any condemnation of the Project or the Project Site or improvements, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other damage to, or decrease in value of, the Project, the Project Site or any part thereof, including interest on any such judgment, award of damages, payment, proceeds, settlement or other compensation, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Beneficiary in connection with the collection of such

judgment, award of damages, payment, proceeds, settlement or other compensation, including interest thereon,

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Project, the Project Site, the equipment or any portion thereof,

TOGETHER with all rents,

TOGETHER with all right, title, and interests of the Grantor in and to, and remedies under, any and all leases and subleases of the Project, the Project Site or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms; reserving in the Grantor a license, terminable upon the occurrence of an Event of Default, to enforce, administer, collect and receive the same,

TOGETHER with all right, title, and interest of the Grantor (i) to the funds on deposit in the Funds established in connection with the Bonds and Parity Indebtedness, (ii) in the reserves established under the Indenture, (iii) in any debt service reserve established under the Indenture, (iv) in any of the other funds or accounts established under the Indenture (except the Rebate Fund) or in connection with any Parity Indebtedness, and (v) to any other funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Issuer, the Beneficiary, any Bondholder, or any of their agents, including all Accounts,

TOGETHER with any and all future advances, together with any interest thereon, which are made by the Issuer or any Secured Hedge Provider to or for the benefit of the Borrower up to an aggregate maximum principal amount outstanding at any point in time of Two Hundred Percent (200%) of the Original Principal Amount (provided, that Issuer shall not be required to make any future advances except as expressly provided herein or in the Loan Agreement and no Secured Hedge Provider shall be required to make any future advances except as expressly provided in the relevant Secured Hedge Contract),

TOGETHER with all substitutions, replacements, extensions, renewals, additions, accessories, proceeds and products of the foregoing,

SUBJECT, HOWEVER, to the Permitted Encumbrances as defined on Exhibit B attached hereto (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Project, the Project Site and all other interests described above (collectively, the "Mortgaged Property") unto the Beneficiary and its successors and assigns for the benefit of the Secured Parties, in fee simple.

THE FOREGOING MORTGAGE AND GRANT OF SECURITY INTEREST to the Beneficiary secures the prompt payment and performance of the Secured Obligations, including the prompt payment of the Loan, the Additional Bonds and the Parity Indebtedness,

PROVIDED, HOWEVER, that until the occurrence of an Event of Default, and subject to any provisions hereof to the contrary, the Grantor shall have the right to remain in quiet and peaceful possession of the Project.

PROVIDED, FURTHER, HOWEVER, that if the Discharge of Obligations shall occur at any time before the sale hereinafter provided for, and shall well and truly perform, comply with, and observe each and all of the other Secured Obligations (except any surviving rights arising after the full payment and performance of all other of the Secured Obligations), and the Loan Agreement and the other Documents are terminated, then, after proof given to the satisfaction of the Beneficiary that the Secured Obligations have been so paid or satisfied in full, the Beneficiary shall (at the expense of the Grantor) release and discharge the lien and security interest of this Mortgage of record upon payment to the Beneficiary of a reasonable fee for the release of the Project or any partial release thereof.

(End of Article III)

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1. General. The Grantor reaffirms the representations and warranties made by it in the Loan Agreement.

Section 4.2. Warranty of Title. The Grantor warrants that at the time of the execution and delivery of this Mortgage, the Grantor is owner of the fee simple legal title to, and is lawfully seized and possessed of, the Mortgaged Property, subject to the Permitted Encumbrances. The Grantor has the right and authority to convey the Mortgaged Property, and does hereby warrant specially, and agree to preserve and defend the Mortgaged Property and the title thereto to the Beneficiary, whether now owned or hereafter acquired, against all claims of all persons whomsoever, subject to the Permitted Encumbrances.

Section 4.3. Purpose of Loan. The Grantor represents and warrants that the Loan evidenced and secured by the Bond Documents is a "commercial loan" as defined in the Uniform Commercial Code.

Section 4.4. Security for Loan. The Secured Obligations are secured by (among other things and as applicable) this Mortgage, the other Security Documents and the Indenture.

Section 4.5. Tax Assessment. The Project is assessed for purposes of property taxes (if any) as separate and distinct parcels from any other real property so that the Project shall never become subject to the lien of any property taxes levied or assessed against any real property other than the Project.

(End of Article IV)

ARTICLE V

COVENANTS AND AGREEMENTS

Section 5.1. Payment and Performance of Secured Obligations. The Grantor will punctually pay to the Beneficiary all sums and amounts due under the Note, the Additional Bonds and the Loan Agreement, together with all other Loans secured hereby, and to the holders or designees thereof of the Parity Indebtedness as and when the same shall become due and payable, and shall punctually keep and perform each and all other covenants and terms of the Secured Obligations.

Section 5.2. Further Assurances. At any time, and from time to time, upon request by the Beneficiary, the Grantor, at the sole expense of the Grantor, will make, execute, deliver and record or cause to be made, executed, delivered and recorded, any and all further instruments, certificates, and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete, perfect or continue and preserve the obligations of the Grantor under the Loan Agreement, the Note, the other Bond Documents and all other Documents and the lien of this Mortgage, including all supplements to the same. Upon any failure by the Grantor to do so, the Beneficiary may make, execute and record any and all such instruments, certificates and documents for and in the name of the Grantor, and at the sole expense of the Grantor, and the Grantor hereby irrevocably appoints the Beneficiary the agent and attorney-in-fact of the Grantor to do so, this appointment being coupled with an interest. The Beneficiary may, at its option, advance the expenses incurred in making, executing and recording any and all such instruments, certificates and documents, and such sums advanced, with interest, will be repaid to the Beneficiary by the Grantor as provided in Section 5.15 hereof.

Section 5.3. Insurance. The Grantor will keep the Project insured for the benefit of the Beneficiary against such risks and in the manner required by Section 5.7 of the Loan Agreement and as required by the Secured Hedge Contracts. In the event of a sale of all or any part of the Project pursuant to the provisions of Section 6.2 of this Mortgage, the Beneficiary shall succeed to all of the rights and interest of the Grantor, including any right to unearned premiums in and to all such policies of insurance. If the Grantor fails to maintain such insurance or to deliver such policies to the Beneficiary as required by the Loan Agreement or the Secured Hedge Contracts, the Beneficiary may, at its option, obtain such insurance from time to time and pay the premiums therefor in accordance with the provisions of the Loan Agreement, and the Grantor shall repay the Beneficiary for any premiums so paid, with interest thereon, as provided in Section 5.15 hereof.

Section 5.4. Property Taxes. Subject to any right of the Grantor to contest the same to the extent permitted by the Loan Agreement, the Grantor will promptly pay in full and discharge all property taxes (if any) due with respect to the Project. If the Grantor fails to pay the property taxes (if any) at the times or in the manner required, the Beneficiary may, at its option, pay such property taxes, and the Grantor shall pay to the Beneficiary the amount of any property taxes so paid, with interest thereon, as provided in Section 5.15 hereof.

Section 5.5. Condemnation. The Beneficiary is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Grantor's name, any action or proceeding

relating to any condemnation of the Project or any part thereof, and to settle or compromise any claim in connection therewith. Provided no Event of Default shall have occurred which shall be uncured and continuing, the Beneficiary shall not settle or compromise any claim in connection with any damage or taking without the prior written consent of the Grantor, which consent shall not be unreasonably withheld, delayed or conditioned. No settlement for the damages sustained thereby shall be made by the Grantor without the prior written approval of the Beneficiary. Notwithstanding any condemnation or other damage to or decrease in the value of the Project by any public or quasi-public person, the Grantor will continue to pay the Loan and Secured Hedge Contracts as and when the same shall become due and payable and any reduction in the Loan or termination or partial termination of any Secured Hedge Contract resulting from the application by the Beneficiary of any condemnation awards shall be deemed to take effect only on the date of such receipt. All or any part of any condemnation awards so received shall be deposited and applied as set forth in Section 5.6 hereof. If prior to the receipt by the Beneficiary of such condemnation award the Mortgaged Property or any part thereof shall have been sold pursuant to the provisions of Section 6.2 of this Mortgage, the Beneficiary shall have the right to receive such condemnation award to the extent of any deficiency found to be due upon such sale, with legal interest thereon whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the attorney's fees, costs and disbursements incurred by the Beneficiary in connection with the collection of such condemnation award. The Grantor agrees to execute and deliver, from time to time, upon the request of the Beneficiary, such further instruments or documents as may be requested by the Beneficiary to confirm the grant and assignment to the Beneficiary of any such condemnation award.

Section 5.6. Application of Net Proceeds. If, at any time prior to the Discharge of Obligations, the Project or any part thereof is damaged either temporarily or permanently, the Grantor shall be obligated to continue to pay the Secured Obligations in the manner provided therein, and the net proceeds resulting from any event described in this Section will be deposited with the Beneficiary and applied as set forth in Section 5.8 of the Loan Agreement.

Section 5.7. Transfer of Project; Other Liens; Assignment and Leasing. (a) Except as expressly permitted by the Documents (including any Permitted Encumbrances), and except as set forth in the following paragraph, the Grantor shall not encumber, transfer, sell, assign, lease, dispose of, or contract to transfer all or any part of the Mortgaged Property or suffer to exist any encumbrance on the Mortgaged Property, whether superior or junior to this Mortgage. The Borrower shall give the Beneficiary notice of any default in any permitted senior, junior or subordinate encumbrance on the Mortgaged Property and notice of any foreclosure or threat of foreclosure of such permitted senior, junior or subordinate encumbrance. Any sale, transfer, or other disposition of the Mortgaged Property in violation of the terms of this Mortgage shall be null, void, and without effect, shall cause a reversion of title to the Grantor, and shall be ineffective to relieve the Grantor of its obligations under this Mortgage.

(b) Notwithstanding the preceding paragraph, if the Borrower determines that any structures, machinery, equipment or other improvements constituting a part of the Project has become inadequate, obsolete, or otherwise unnecessary and if its replacement or removal will not materially and adversely affect the value or the structural soundness or the operating efficiency and integrity of the Project, the Borrower shall notify the Beneficiary and may then replace or remove such structures, machinery, equipment or other improvements from the Project and may

sell or otherwise dispose of such structures, machinery, equipment or other improvements in whole or in part, provided that such replacement or removal must be (i) fully described in a capital budget approved in accordance with the terms of the Bond Documents, (ii) otherwise be permitted by the Documents, or (iii) part of the ordinary and customary replacement of structures, machinery, equipment or other improvements of the Project with substitute structures, machinery, equipment or other improvements of the Project of like kind and quality and with a fair market value at least equal to the fair market value, determined by the Borrower immediately prior to such replacement or removal, of the structures, machinery, equipment or other improvements of the Project replaced or removed, and provided further that all such structures, machinery, equipment or other improvements of the Project constructed or installed in replacement or substitution thereof shall be at the sole cost and expense of the Borrower and shall be free of all liens and encumbrances except any Permitted Encumbrances and shall become a part of the Project.

Section 5.8. Leases; Rents.

(a) The Grantor hereby assigns and transfers to the Beneficiary (for the benefit of the Secured Parties) all rents and any and all current and future leases upon all or any part of the Project and agrees to execute and deliver, at the request of the Beneficiary, all such further assurances and assignments with respect thereto as the Beneficiary shall from time to time reasonably require.

(b) So long as there shall exist no Event of Default, the Grantor shall have a license, which shall terminate upon the occurrence of an Event of Default, to collect upon, but not prior to accrual, all rents and to hold such rents in trust on behalf of the Beneficiary for application in accordance with the terms of the Documents. Each month, upon the Grantor's compliance with all of the Secured Obligations, the Grantor may retain the rents collected that month and held in trust for the Beneficiary to the extent provided by the Documents. Upon the occurrence of an Event of Default, the license granted to the Grantor shall be automatically and immediately revoked without notice to the Grantor. Upon the revocation of such license, the Beneficiary may notify all tenants under the leases that the Beneficiary will thereafter collect all rents directly and not through the Grantor, and such notification shall be sufficient to warrant such tenant to make future payments of rent to the Beneficiary without the necessity for further consent by the Grantor.

(c) If the Grantor shall hereafter lease the Project or any part thereof by a lease or leases subordinate or junior (either by the date thereof or by the express terms thereof) to the lien or security interest of this Mortgage, each such Lease shall, if required by Beneficiary, be subject to the condition that in the event of any sale of the Project, or any part thereof, pursuant to the provisions of Section 6.2 of this Mortgage, such lease shall continue in full force and effect, and any tenant thereunder will, upon request, attorn to and acknowledge the purchaser at such sale or sales as landlord or lessor thereunder. Without limiting the foregoing, the Grantor shall not enter into any lease of all or any part of the Project unless a subordination, non-disturbance and attornment agreement in form and substance reasonably satisfactory to the Trustee and each Secured Hedge Provider shall have been entered into prior to the effectiveness of such lease.

(d) The Grantor will, at its sole cost and expense use commercially reasonable efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective lessees under the leases of the Project, or any portion thereof, and will appear in and defend, at its sole cost and expense, any action or proceeding arising under or in any manner connected with such leases or the obligations and undertakings of any lessee thereunder.

(e) The Grantor will not assign the whole or any part of the rents, income or profits arising from the Project or any part thereof without the prior written consent of the Beneficiary, and any assignment thereof without such consent shall be null and void.

(f) The Beneficiary shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the leases, or under or by reason of this Mortgage, and the Grantor shall and does hereby agree to indemnify the Beneficiary for and to hold the Beneficiary harmless of and from any and all liability, loss or damage arising under any of the leases or under or by reason of this Mortgage, and of and from any and all claims whatsoever which may be asserted by reason of any alleged obligations or undertakings to perform or discharge any of the terms, covenants or agreements contained in any of the leases.

(g) Should the Beneficiary incur any such liability, loss or damage under any of the leases or under or by reason of this Mortgage or in the defense of any such claims, the amount thereof, including reasonable costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Grantor shall reimburse the Beneficiary for such liability, loss or damage immediately upon demand, with interest thereon as provided in Section 5.15 hereof.

(h) This Mortgage shall not cause the Beneficiary to be a mortgagee in possession or operate to place upon the Beneficiary any responsibility for the control, care, management or repair of the Project, or for the carrying out of any of the terms and conditions of the leases, for any waste committed on the Project by the tenants or any other parties, for any dangerous or defective condition of the Project, or for negligence in the management, upkeep, repair or control of the Project resulting in loss or injury or death to any tenant, licensee, employee or stranger.

(i) The affidavit, certificate, letter or statement of any agent or attorney of the Beneficiary showing any part of the sums secured hereby to remain unpaid shall be and constitute conclusive evidence (except in an action between the Grantor and the Beneficiary) of the validity, effectiveness and continuing force of this Mortgage, and any person may and is hereby authorized to rely thereon.

(j) At any time within thirty (30) days after notice and demand by the Beneficiary, the Grantor will deliver to the Beneficiary a statement in such reasonable detail as the Beneficiary may reasonably request, certified by the Grantor, of all of the leases and, on demand, the Grantor will furnish to the Beneficiary executed counterparts thereof.

(k) The Grantor agrees that, if requested by the Beneficiary, it will promptly notify all tenants under future leases, that (i) the Grantor collects and receives all rents pursuant to the license

granted to it hereunder and (ii) upon notice from the Beneficiary that such license has been revoked, such tenant shall pay all unpaid rent directly to the Beneficiary.

Section 5.9. Hazardous Substances; Contamination. The Grantor agrees to (a) give notice to the Beneficiary immediately upon the Grantor's acquiring knowledge of the presence of any Hazardous Substances (except for such substances and quantities thereof which are customarily used in the operation of a material recovery project and which are used in accordance with applicable laws, including applicable Environmental Laws) on the Project or of any Hazardous Substances contamination, with a full description thereof; (b) promptly comply with any laws requiring the removal, treatment or disposal of such Hazardous Substances or Hazardous Substances contamination and provide the Beneficiary with evidence of such compliance reasonably satisfactory to Beneficiary; (c) provide the Beneficiary, within thirty (30) days after a demand by the Beneficiary, with a bond, letter of credit or similar financial assurance evidencing to the Beneficiary's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Hazardous Substances or Hazardous Substances contamination and discharging any encumbrance which may be established on the Project as a result thereof; and (d) indemnify and hold harmless the Beneficiary and the other Secured Parties from any and all claims which may now or in the future (whether before or after the release of this Mortgage) be asserted as a result of the presence of any Hazardous Substances on the Mortgaged Property or any Hazardous Substances contamination. This indemnity shall survive the release of this Mortgage and the repayment of the Secured Obligations. The liabilities of the Grantor pursuant to this indemnity, together with interest thereon from the due date until paid in full at the Interest Rate for Advances, shall be part of the Secured Obligations secured hereby and shall be payable to the Beneficiary on demand.

Section 5.10. Prohibition on Hazardous Substances. The Grantor shall cause all activities on the Mortgaged Property to be conducted in compliance with all applicable Environmental Laws. The Grantor shall cause all permits, licenses or approvals to be obtained, and shall cause all notifications to be made, as required by applicable Environmental Laws. The Grantor shall at all times cause compliance with the terms and conditions of any such approvals or notifications. The Grantor shall not place, manufacture or store, or permit to be placed, manufactured or stored, on the Mortgaged Property any Hazardous Substances except for such substances and quantities thereof which are customarily used in the operation of a material recovery project, and then only in compliance with all applicable laws, including applicable Environmental Laws.

Section 5.11. Additions to Security. All right, title and interest of the Grantor in and to all additions to the Mortgaged Property, hereafter acquired by or leased to the Grantor, or constructed, assembled or placed by the Grantor on the Mortgaged Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Grantor, shall become subject to the lien and security interest of this Mortgage as fully and completely, and with the same effect, as though now owned by the Grantor and specifically described in the granting clauses hereof, but at any and all times the Grantor will execute and deliver to the Beneficiary any and all such further assurances, deeds, mortgages, conveyances or assignments thereof as are legally required

for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Mortgage.

Section 5.12. Subrogation. To the extent permitted by law, the Beneficiary shall be subrogated, notwithstanding their release of record, to any encumbrances heretofore or hereafter existing on the Project to the extent that the same are paid or discharged by the Beneficiary, whether or not from the proceeds of the Bonds or the Loan; provided, however, that this Section shall not be deemed or construed to obligate the Beneficiary to pay or discharge the same.

Section 5.13. Security Agreement; Covenants with Respect to Security.

(a) Security Agreement. This Mortgage constitutes a security agreement from the Grantor to the Beneficiary (for the benefit of the Secured Parties) under the Uniform Commercial Code and a pledge and security agreement under any other applicable law as to any of the property, right, title and interest described in the Granting Clauses hereof (the "Security") not subject to the Uniform Commercial Code. The Borrower hereby grants to the Beneficiary (for the benefit of the Secured Parties) a security interest in, and pledges to the Beneficiary (for the benefit of the Secured Parties), the Security, as security for the Secured Obligations. The Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code and, as to any of the Security not subject to the Uniform Commercial Code, all rights and remedies allowed by applicable law. The Grantor hereby agrees to execute and deliver on demand, and hereby irrevocably constitutes and appoints the Beneficiary the attorney-in-fact of the Grantor, to execute, deliver and, if appropriate, to file with the appropriate filing office or offices, such financing statements or other instruments as the Beneficiary may request or require in order to perfect the security interest granted hereby or continue the effectiveness of the same.

(b) Location of Security; Other Covenants Pertaining to Security. The Grantor agrees (i) to keep the Beneficiary informed as to changes in the location of the Security, give the Beneficiary prior notice of any contemplated changes of location, change in name of Grantor or jurisdiction of organization of the Grantor and not change the location of any of the Security without prior written notice to the Beneficiary, and (ii) to comply with all of the covenants and agreements set forth in Article V of this Mortgage or in Article VI of the Loan Agreement with respect to the Project, to the extent that the same are applicable to the Security.

(c) Loss of Security. The Beneficiary shall not be liable for any loss of any of the Security in its possession, nor shall such loss diminish the debt due.

(d) Filings. This Mortgage shall be recorded in the Office of the Recorder of Steuben County, Indiana and the security interests created hereby shall be perfected by the filing of financing statements which fully comply with the Uniform Commercial Code, in such offices as may be required to preserve and perfect the security interests created hereby. Notwithstanding any language in this Mortgage which authorizes the Beneficiary to make any filings to perfect its security interest, the Grantor shall be responsible for causing this Mortgage and any financing statements to be recorded. The parties agree that:

(i) with respect to any such financing statement, a carbon, photographic or other reproduction of a security agreement or a financing statement is sufficient as a financing statement for purposes of I.C. Section 26-1-9.1-502 of the Uniform Commercial Code;

(ii) The Grantor or its assigns named therein shall cause all necessary continuation statements to be filed within the time prescribed by the Uniform Commercial Code in order to continue the security interests created by the Bond Documents;

(iii) if, at any time any of the information contained in any financing statement filed in connection with the security interests created by the Bond Documents, including without limitation, the description of the Trust Estate and the Security, shall change in such manner as to cause such financing statement to become misleading in any material respect or as may impair the perfection of the security interests intended to be created by the Bond Documents, then the Grantor shall promptly prepare an amendment to such financing statement as may be necessary to continue the perfection of the security interest intended to be created by the Bond Documents, obtain the signatures of the debtor and secured party upon such amendment, and file the same in any office where such amendment is required to be filed to continue the perfection of the security interest intended to be created thereby;

(iv) the Grantor shall prepare, have executed and file any amendments to the financing statements filed with respect to the security interests created by the Bond Documents in such form as the Beneficiary may require; and

(v) the Grantor shall bear all costs of any and all of the filings described in this Section 5.13.

Section 5.14. Right to Perform. If the Grantor shall fail to make any payment or perform, observe, or comply with any of the conditions and covenants contained herein, the Beneficiary, without notice to or demand upon the Grantor, and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Grantor, and may enter upon the Project or any part thereof for that purpose and take all such action thereon as the Beneficiary may consider necessary or appropriate for such purpose. All such sums so paid or advanced by the Beneficiary and all costs and expenses (including attorneys' fees and expenses) so incurred, together with interest thereon, shall be repaid by the Grantor to the Beneficiary as provided in Section 5.15 hereof. Provisions governing the rights, immunities and protections of the Trustee under the Bond Documents are herein incorporated by reference into this Mortgage as though fully set forth herein and applied to the Beneficiary accordingly.

Section 5.15. Expenses. If the Beneficiary shall incur or expend any sums, including reasonable attorneys' fees and expenses, whether or not in connection with any action or proceeding, to sustain the lien and/or security interest of this Mortgage or any of the other Bond Documents, or their priority, or to protect or enforce any of their rights hereunder (including but not limited to the exercise of available remedies under Section 6.2 hereof), or to recover any of

the Secured Obligations hereby secured, or in connection with the consideration of any request for the Beneficiary's approval, or for any title examination or title insurance policy relating to the title to the Project or any part thereof, or for any other purpose set forth in any Section of this Mortgage or in any of the other Bond Documents, all such sums shall on notice and demand be paid by the Grantor, together with interest thereon at the Interest Rate for Advances, and shall be a part of the Secured Obligations secured by this Mortgage; provided, however, that in any action or proceeding to foreclose this Mortgage or to recover or collect the Secured Obligations secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

Section 5.16. Outside Maturity Date. The outside maturity date of this Mortgage shall be March 1, 2039.

Section 5.17. Future Advances. This Mortgage secures any and all future advances contemplated under the Loan Agreement and Secured Hedge Contracts, together with any interest thereon, which are made by the Issuer or any Secured Hedge Provider to or for the benefit of the Borrower up to an aggregate maximum principal amount outstanding at any point in time of Two Hundred Percent (200%) of the Original Principal Amount (provided, that Issuer shall not be required to make any future advances except as expressly provided herein or in the Loan Agreement or pursuant to Additional Bonds or Parity Indebtedness (other than Secured Hedge Contracts) and no Secured Hedge Provider shall be required to make any future advances except as expressly provided in the applicable Secured Hedge Contracts).

(End of Article V)

ARTICLE VI

EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 6.1. [Reserved].

Section 6.2. Remedies. Upon the occurrence of an Event of Default, the Beneficiary may at any time thereafter, exercise any of the powers, privileges, discretions, rights and remedies set forth in this Section 6.2, in addition to the powers, privileges, discretions, rights and remedies available to the Beneficiary (including acceleration of maturity) under the Documents.

(a) Foreclosure. Upon the occurrence of any Event of Default, the Beneficiary shall also have the right immediately to foreclose this Mortgage by filing a complaint for that purpose. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Mortgaged Property, or any interest therein, as the Beneficiary may elect, until all of the Mortgaged Property and interests therein have been foreclosed against and sold. Following judgment, the Sheriff of Steuben County, Indiana in which the complaint is filed shall proceed according to law to sell the applicable portion of the Project or so much thereof as may be necessary to satisfy the judgment, interest and costs. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, or by any other lawful manner, all expenses of every kind paid or incurred by the Beneficiary for the enforcement, protection or collection of this security, including court costs, attorneys' fees, stenographer's fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Grantor.

(b) Reserved.

(c) Receiver. As a matter of right and to the extent permitted by law, without prior notice to the Grantor, and without regard to the adequacy of the security, and upon application to a court of competent jurisdiction, the Beneficiary shall be entitled to the immediate appointment of a receiver for all or any part of the Project, and of the rents, whether such receivership be incidental to a proposed sale of the Project or otherwise, and the Grantor hereby consents to the appointment of such a receiver. The Grantor will pay to the Beneficiary, upon demand, all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, advanced by the Beneficiary and incurred pursuant to the provisions contained in this Section; and all such expenses shall be (i) a lien against the Mortgaged Property, (ii) added to the Secured Obligations secured by this Mortgage, and (iii) payable on demand with interest at the Interest Rate for Advances from and including the date each such advance is made.

(d) Entry and Operation. To the extent permitted by law, and with or without the appointment of a receiver, or an application therefor, the Beneficiary may enter upon and take possession of (and the Grantor shall surrender actual possession of), the Mortgaged Property or any part thereof, without notice to the Grantor and without bringing any legal action or proceeding, or, if necessary, and to the extent permitted under applicable law, by force, legal proceeding, ejectment or otherwise, and may remove and exclude the Grantor and its agents and all other persons therefrom, and having and holding the same, may make all necessary or proper repairs and useful or required additions to or upon the same, operate, maintain, control, make

secure, and preserve the same and receive all rents (including rents accrued and unpaid), and proceeds accruing with respect thereto or any part thereof, such rents, being hereby assigned to the Beneficiary (for the benefit of the Secured Parties) as additional security for the repayment of the Secured Obligations. In so doing, the Beneficiary shall have the right to manage the Project and to carry on the business of the Grantor and may exercise all of the rights and powers of the Grantor, either in the name of the Grantor or otherwise, including, but without limiting the generality of the foregoing, the right to lease the Project or any part thereof, to cancel, modify, renew or extend any leases of the Project or any part thereof, the right to procure performance under, and to modify the terms of, any contracts relating to the operation of the Project, and to complete the rehabilitation of any unfinished improvements. The Beneficiary shall not be under any obligation for or by reason of any such taking of possession, entry, holding, removal, maintaining, operation, making secure or management, except for gross negligence. Any amounts so received by the Beneficiary shall be applied (i) first, to pay all costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, preserving and managing the Project or any part thereof including, but not in limitation of the foregoing, reasonable compensation to the attorneys or agents of the Beneficiary engaged or employed with regard thereto, (ii) second, to pay the costs and expenses of all repairs and additions to or upon the Project or any part thereof, and (iii) the balance, if any, to such part of the Loan and the other Secured Obligations as is required by the Documents. The Grantor shall pay on demand to the Beneficiary the amount of any deficiency between (A) the amounts so received by the Beneficiary, and (B) all moneys paid or advanced and all costs and expenses incurred (including without limitation, attorneys' fees and expenses) by the Beneficiary in exercising the rights provided in this Section, and the same shall bear interest at the Interest Rate for Advances and shall be a part of the Secured Obligations secured hereby. The exercise of the remedies provided in this Section shall not cure or waive any Event of Default or notice of an Event of Default hereunder or invalidate any act done pursuant to such notice, and the enforcement of such remedies, once commenced, shall continue for so long as the Beneficiary shall elect, notwithstanding the fact that the exercise of such remedies may have, for a time, cured the original Event of Default.

(e) Uniform Commercial Code. The Beneficiary shall have the right from time to time to proceed under the Uniform Commercial Code as to all or any part of the Security, and, in conjunction therewith, to exercise all of the rights, remedies and powers of a secured party under the Uniform Commercial Code, including, without limitation, taking possession of the Security without judicial process pursuant to I.C. Section 26-1-9.1-609 of the Uniform Commercial Code. Upon the occurrence of any Event of Default hereunder, the Grantor shall at the request of the Beneficiary assemble all of the Security and make the same available within the improvements. Any notification required by I.C. Section 26-1-9.1-611 of the Uniform Commercial Code shall be deemed reasonably and properly given if given in the manner specified for other notices under this Mortgage, at least fifteen (15) days before any sale or other disposition of the Security or any portion thereof. Disposition of the Security, or any portion thereof, shall be deemed, to the extent permitted by law, commercially reasonable if made pursuant to a public offering advertised at least twice in a newspaper of general circulation in the jurisdiction of the Issuer.

(f) Other Remedies. The Beneficiary shall have the right from time to time to enforce any legal or equitable remedy against the Grantor and to sue the Grantor for any sums which the Grantor is required to pay to the Beneficiary under the Loan Agreement or the other

Bond Documents (whether interest, damages for failure to pay principal or any installment thereof, property taxes (if any), or any other sums required to be paid under the terms of this Mortgage, as the same become due), without regard to whether or not the Loan or any other indebtedness secured by this Mortgage shall be due, and without prejudice to the right of the Beneficiary thereafter to enforce any appropriate remedy against the Grantor, including an action of foreclosure, or any other action, including an action for specific performance, for a default or defaults by the Grantor existing at the time such earlier action was commenced. Nothing contained in this Mortgage shall preclude the Beneficiary from exercising or enforcing any rights it may now or hereafter have under or pursuant to the Loan Agreement, any of the other Bond Documents or any separate instrument or guaranty.

(g) Application of Proceeds. The proceeds of any sale of the Mortgaged Property, the Security or any part thereof and all other monies received by Beneficiary in any proceedings for the enforcement hereof shall be applied in the order set forth in Section 14 of the Intercreditor Agreement.

Section 6.3. Remedies, etc. Cumulative. Each right, power and remedy of the Beneficiary as provided for in this Mortgage or in any of the other Bond Documents shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or in any of the other Bond Documents, and the exercise or beginning of the exercise by the Beneficiary of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Beneficiary of any or all such other rights, powers or remedies.

Section 6.4. No Waiver, etc. No failure or delay by the Beneficiary to insist upon the strict performance of any term, condition, covenant or agreement of this Mortgage or of any of the other Bond Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant or agreement or of any such breach, or preclude the Beneficiary from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any amount payable under this Mortgage or under any of the other Bond Documents, the Beneficiary shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under this Mortgage or under any of the other Bond Documents, or to declare a default for failure to effect such prompt payment of any such other amount. Neither the Grantor nor any other person now or hereafter obligated for the payment of the whole or any part of the Secured Obligations now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Beneficiary to comply with any request of the Grantor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property or any part thereof, or by the Beneficiary extending the time of payment of the Loan or otherwise modifying the terms of the Secured Obligations or the Documents without first having obtained the consent of the Grantor or such other person, and in the latter event, the Grantor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Beneficiary or other applicable Secured Party. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged

Property, the Beneficiary may release the obligation of any person at any time liable for any of the Loan secured by this Mortgage or any part of the security held for the Loan and may extend the time of payment or otherwise modify the terms of the Note, or the Loan Agreement or this Mortgage without, as to the security or the remainder thereof, in any way impairing or affecting the lien and/or security interest of this Mortgage or the priority of such lien and/or security interest, as security for the payment of the Loan as it may be so extended or modified, over any subordinate lien. The holder of any subordinate lien shall have no right to terminate any leases affecting the Project whether or not such leases be subordinate to this Mortgage. The Beneficiary may resort for the payment of the Loan secured hereby to the Project or to the Security or any other security therefor held by the Beneficiary in such order and manner as the Beneficiary may elect.

Section 6.5. Waiver of Marshalling Rights. The Grantor, for itself and for all parties claiming through or under the Grantor, and for all parties who may acquire a lien on or interest in the Mortgaged Property, hereby waives all rights to have the Mortgaged Property marshaled upon any exercise by the Beneficiary of its rights against the Mortgaged Property. The Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Mortgaged Property as a whole or in separate parcels, in any order that the Beneficiary may designate, and the Beneficiary shall have the right to exercise its rights against the Mortgaged Property at any time without regard to any other collateral securing the Secured Obligations.

(End of Article VI)

ARTICLE VII

MISCELLANEOUS

Section 7.1. Payment by Others. Any payment of the Loan or any part thereof in accordance with the terms of this Mortgage, the Loan Agreement, or the Indenture, by any subsequent owner of the Project or by any other person whose interest in the Project might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the Project, shall be deemed as between the Beneficiary and all persons who at any time may be liable as aforesaid or may own or have an interest in the Project, to have been made on behalf of such persons. Nothing herein contained shall be construed to give any such person any right of subrogation in and to this Mortgage, or any of the other Bond Documents or all or any part of the Beneficiary's interest herein or therein, until the Discharge of Obligations shall have occurred.

Section 7.2. Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the Mortgaged Property and shall apply to, bind and inure to the benefit of, the successors and assigns of the Grantor (including any permitted subsequent owner of the Project, or any portion thereof), and inure to the benefit of the Beneficiary and the other Secured Parties, and their respective successors and assigns.

Section 7.3. Amendments. This Mortgage may not be modified or amended except (a) by an agreement in writing, signed by the parties hereto and (b) with the consent required under the Documents.

Section 7.4. Illegality. If fulfillment of any provision hereof or any transaction related hereto or to the Secured Obligations, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained other than the provisions requiring the Grantor to pay interest, principal, principal and interest, premiums, or any other of the Secured Obligations secured by this Mortgage, operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be void, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

Section 7.5. Governing Law. This Mortgage is being executed and delivered in the State of Indiana and shall be construed, governed and enforced in accordance with the laws in effect from time to time in the State of Indiana.

Section 7.6. Captions. The paragraph and section headings in this Mortgage have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions hereof.

Section 7.7. Exercise of Rights and Remedies of Beneficiary. The Beneficiary is acting hereunder in its capacity as Collateral Agent under the Intercreditor Agreement and is entitled to

all the rights and benefits set forth in Section 19 thereof in connection with any action taken or not taken by Beneficiary under this Mortgage.

Section 7.8. Notices. All notices and other communications provided for hereunder shall be in writing and sent by facsimile and by reputable overnight mail service or private delivery service addressed as follows:

To the Borrower:

RES POLYFLOW INDIANA LLC
8584 E. Washington Street, #304
Chagrin Falls, OH 44023
Attention: Jay Schabel

The parties hereto may change the address to which notices to it are to be sent by written notice given to the other persons listed in this Section. All notices shall, when sent as aforesaid, be effective when received.

(End of Article VII)

IN WITNESS WHEREOF, the Grantor has caused this Mortgage to be executed and delivered by its duly authorized officers or representatives as of the day and year first written above.

RES POLYFLOW INDIANA LLC

By: Jay Schabel

Name: Jay Schabel

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF CUYAHOGA) OHIO

Before me, a Notary Public in and for said County and State, personally appeared Jay Schabel, the President of RES Polyflow Indiana LLC, an Indiana limited liability company, who after having been duly sworn, acknowledged the execution of the foregoing Mortgage and Security Agreement, as his/her voluntary act and deed for and on behalf of such RES Polyflow Indiana LLC.

Witness my hand and Notarial Seal this 4th day of April, 2019.

Dana B. Weiss, Notary Public
(Printed)

My Commission Expires:

My County of Residence is:
Cuyahoga

DANA B. WEISS
Notary Public, State of Ohio
My Commission has no expiration date.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Tyler J. Kalachnik

Prepared by and after recording return to: Tyler J. Kalachnik, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282-0200.

EXHIBIT A

PROJECT SITE

Exhibit "A" - Legal Description

Parcel I:

Part of the lands of Wayne Klink, Jr. and Carol A. Klink as described in Recorder's Document #97-04-0287 being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows:

beginning at a 5/8-inch rebar monumenting the Northeast corner of the Southeast Quarter of said Section 32, thence South 00 degrees 50 minutes 48 seconds West on the East line of said Southeast Quarter, a distance of 1287.65 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" on the North right-of-way line of the Hillsdale Railroad; thence North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 1320.52 feet to a 5/8-inch rebar with a "RUSSELL" identification cap on the West line of the East Half of said Southeast Quarter; thence North 00 degrees 43 minutes 26 seconds East on said West line, a distance of 1288.95 feet to a 5/8-inch rebar with a "RUSSELL" identification cap monumenting the Northwest corner of the East Half of said Southeast Quarter; thence South 89 degrees 17 minutes 21 seconds East (recorded bearing and is the basis of bearings this description) on the North line of said Southeast Quarter, a distance of 1323.27 feet to the Point of Beginning, containing 39.095 acres of land, more or less.

EXCEPT

Part of the lands of Wayne Klink, Jr. and Carol A. Klink as described in Recorder's Document #97-04-0287 being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows:

Commencing at a 5/8-inch rebar monumenting the Northeast corner of the Southeast Quarter of said Section 32, thence South 00 degrees 50 minutes 48 seconds West (recorded bearing of South 89 degrees 17 minutes 21 seconds East for the North line of said Southeast Quarter is the basis of bearings this description) on the East line of said Southeast Quarter, a distance of 1287.65 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" (noted as an Anderson rebar in the remainder of this description) on the North right-of-way line of the Hillsdale Railroad; thence North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 910.50 feet to an Anderson rebar monumenting the Point of Beginning for the parcel of land herein described; thence North 00 degrees 44 minutes 17 seconds East, a distance of 85.00 feet to an Anderson rebar; thence North 89 degrees 20 minutes 44 seconds West, a distance of 256.00 feet to an Anderson rebar; thence South 00 degrees 44 minutes 17 seconds West, a distance of 85.00 feet to an Anderson rebar on the North right-of-way line of the Hillsdale Railroad; thence South 89 degrees 20 minutes 44 seconds East on said North right-of-way line, a distance of 256.00 feet to the Point of Beginning, containing 0.500 acres of land, more or less.

ALSO EXCEPTING THEREFROM:

Part of the lands of Wayne Klink, Jr. and Carol A. Klink as described in Recorder's Document #97-04-0287 being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows:

Commencing at a 5/8-inch rebar monumenting the Northeast corner of the Southeast Quarter of said Section 32, thence South 00 degrees 50 minutes 48 seconds West (recorded bearing of South 89 degrees 17 minutes 21 seconds East for the North line of said Southeast Quarter is the basis of bearings this description) on the East line of said Southeast Quarter, a distance of 1287.65 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" (noted as an Anderson rebar in the remainder of this description) on the North right-of-way line of the Hillsdale Railroad; thence North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 1166.50 feet to an Anderson rebar monumenting the ***POINT OF BEGINNING*** for the parcel of land herein described; thence continuing North 89 degrees 20 minutes 44 seconds West on said North right-of-way line, a distance of 154.00 feet to a 5/8-inch rebar with a "RUSSELL" identification cap on the West line of the East Half of said Southeast Quarter; thence North 00 degrees 43 minutes 26 seconds East on said West line, a distance of 150.00 feet to an Anderson rebar; thence South 89 degrees 20 minutes 44 seconds East, a distance of 154.04 feet to an Anderson rebar; thence South 00 degrees 44 minutes 17 seconds West, a distance of 150.00 feet to the Point of Beginning, ***containing 0.530 acres of land, more or less***, subject to all legal rights-of-way, subject to all Regulated Drain Easements for any Regulated Drains or Tiles being on or within 75 feet of the above described parcel, subject to all other easements, restrictions and rights affecting the above-described parcel.

Parcel II:

A non-exclusive easement for ingress and egress as set forth in a Right-Of-Way and Access Easement Agreement by and between The Indiana Northeastern Railroad Company ("Grantor") and the Town of Ashley, Indiana, RES Polyflow Indiana, LLC and WCH Steuben Township 1031 LLC, (together "Grantees") dated effective April 10, 2019 and recorded APRIL 19, 2019 as Instrument No. # 1904.0417 in the Office of the Recorder of Steuben County, Indiana over the following:

Part of the lands of Indiana Northeastern Railroad (Hillsdale Railroad) being situated in the East Half of the Southeast Quarter of Section 32, Township 36 North, Range 13 East, Steuben Civil Township, Steuben County, Indiana, more particularly described as follows:

Commencing at a Harrison marker monumenting the Southeast corner of the Southeast Quarter of said Section 32; thence North 89 degrees 22 minutes 57 seconds West (recorded bearing of South 89 degrees 17 minutes 21 seconds East for the North line of said Southeast Quarter is the basis of bearings this description) on the South line of said Southeast Quarter, a distance of 907.62 feet to the southeast corner of a 0.424 acre parcel being the lands of Steuben County as described in Recorder's Document #11030600; thence North 00 degrees 43 minutes 48 seconds East on the east line of said 0.424 acre parcel, a distance of 45.00 feet to the northeast corner thereof; thence North 89 degrees 22 minutes 57 seconds West on the north line of said 0.424 acre parcel, a distance of 0.33 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" (noted as an Anderson rebar in the remainder of this description); thence North 00 degrees 44 minutes 17 seconds East, a distance of 1209.34 feet to an Anderson rebar on the south right-of-way line of the Hillsdale Railroad, said point also being the POINT OF BEGINNING for the parcel of land herein described; thence North 89 degrees 20 minutes 44 seconds West on said south right-of-way line, a distance of 60.00 feet to an Anderson rebar; thence North 00 degrees 44 minutes 17 seconds East, a distance of 100.00 feet to an Anderson rebar on the north right-of-way line of the Hillsdale Railroad; thence South 89 degrees 20 minutes 44 seconds East on said north right-of-way line, a distance of 60.00 feet to an Anderson rebar; thence South 00 degrees 44 minutes 17 seconds West, a distance of 100.00 feet to the Point of Beginning, containing 0.138 acres of land, more or less.

EXHIBIT B

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means as of any particular time,

(a) liens for current taxes, assessments or other governmental charges not yet delinquent or taxes, assessments or other governmental charges which are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and for which adequate reserves in accordance with GAAP have been established,

(b) carriers', warehousemen's, mechanics, materialmen's and other like statutory liens arising in the ordinary course of business securing obligations which are not overdue or which are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, in each case, that individually or together with all other Permitted Encumbrances outstanding on any date of determination, do not materially adversely affect the property to which they relate or materially impair the construction, operation or maintenance of the Project,

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation,

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, and other obligations of a like nature incurred in the ordinary course of business and which lien is contemplated to be released within 270 days of its attachment,

(e) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially interfere with or materially impair the operation by the Borrower of the property affected thereby or materially impair the construction, operation or maintenance of the Project,

(f) liens on or in property given, granted, bequeathed or devised by the owner thereof which are existing at the time of such gift, grant, bequest or devise; provided, however, that (i) such liens consist solely of restrictions on the use thereof or the income therefrom or (ii) such liens secure Indebtedness which is not assumed by the Borrower and such liens attach solely to the property (including the income therefrom) which is the subject of such gift, grant, bequest or devise, and do not impact the contemplated operation of the Project or ability to pay the Bonds or Project Costs,

(g) Liens shown on the title policy delivered with respect to the Project and the Project Site that do not render title to the property encumbered thereby unmarketable and will not materially adversely affect the use of such property in the manner contemplated by the Project Documents or the use of such property for the purpose of such business,

(h) Liens granted hereunder or under the other Documents securing the Secured Obligations,

(i) zoning laws and similar restrictions which are not violated by the property affected thereby, if the same does not have a materially adverse effect on the construction, operation or maintenance of the Project,

(j) liens of no more than $1,000,000 in the aggregate securing judgments for the payment of money not constituting an Event of Default so long as an appeal or proceeding for review is being prosecuted in good faith and for the payment of which adequate reserves, bonds or other security reasonably acceptable to the Beneficiary have been provided or are fully covered by insurance; and

(k) liens in favor of any Secured Hedge Provider under a Secured Hedge Contract.

19040421 MTG $55.00
04/19/2019 08:56:41A 31 PGS
Linda S Myers
Steuben County Recorder IN
Recorded as Presented

EXHIBIT G

PLEDGE AND SECURITY AGREEMENT

Dated as of March 1, 2019

by and between

RES POLYFLOW INDIANA LLC,
an Indiana limited liability company,

as Debtor,

and

UMB BANK, N.A.,

as Secured Party

THIS PLEDGE AND SECURITY AGREEMENT HAS BEEN EXECUTED IN MULTIPLE COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS PLEDGE AND SECURITY AGREEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS PLEDGE AND SECURITY AGREEMENT MAY BE PERFECTED BY POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART DESIGNATED AS COUNTERPART NO. 1.

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This PLEDGE AND SECURITY AGREEMENT (this "Agreement" or the "Security Agreement") dated as of March 1, 2019, is made by RES POLYFLOW INDIANA LLC, an Indiana limited liability company, as debtor ("Debtor"), whose address is 3240 W. 800 S.,Ashley, Indiana 46705, Attention: Jay Schabel, in favor of UMB BANK, N.A., in its capacity as Collateral Agent for the benefit of the Creditors, as secured party (together with its successors and assigns in such capacity, "Secured Party"), whose address is 204 North Robinson, Oklahoma City, OK 73102, Attention: Corporate Trust Department. This Agreement is entered into with reference to the following facts:

RECITALS

A. The Indiana Financing Authority (the "Authority") intends to issue and sell One Hundred Eighty-Five Million and No/100 Dollars (US $185,000,000) in aggregate principal amount of its Indiana Finance Authority Exempt Facility Revenue Bonds, Series 2019 (RES Polyflow Indiana Project) (Green Bonds) (the "2019 Bonds") (the "2019 Bonds"), pursuant to a Trust Indenture dated as of March 1, 2019 (the "Indenture") between the Authority, as issuer, and UMB BANK, N.A., in its capacity as bond trustee (the "Bond Trustee") for the benefit of the owners from time to time of the 2019 Bonds.

B. Concurrently therewith Authority intends to enter into a Loan Agreement with Debtor dated as of March 1, 2019 (the "Project Loan Agreement") setting forth the terms and conditions of a loan by Authority to Debtor of the proceeds of the 2019 Bonds, which loan will be evidenced by a promissory note of even date therewith (the "Project Loan Note") executed by Debtor as maker. Debtor intends to use the proceeds of the 2019 Bonds loaned to Debtor by Authority pursuant to the Project Loan Agreement to finance all or a portion of the costs of acquiring land and constructing, installing, equipping and operating a facility for the purpose converting mixed polymer waste into transportation fuels, heating oils, and waxes, to fund the Debt Service Reserve Fund established pursuant to the Indenture, to fund capitalized interest, and to pay certain costs of issuance (collectively, and as further defined herein, the "Project").

C. From time to time Authority may, at the request of the Debtor, subject to the terms and conditions of the Indenture, issue Additional Bonds (i) for the redemption (in whole or in part) of Bonds or Parity Indebtedness; and (ii) to pay Project Costs (including Expansion Costs).

D. Concurrently with issuing any Additional Bonds, Authority shall enter into with Debtor a new Loan Agreement (each, an "Additional Project Loan Agreement") or an amendment to either the Project Loan Agreement or an Additional Project Loan Agreement (each, a "Project Loan Agreement Amendment"), each dated as of the date of issuance of the Additional Bonds, setting forth the terms and conditions of a loan by Authority to Debtor of the proceeds of such Additional Bonds (each, an "Additional Project Loan"), which Additional Project Loan shall be evidenced by a promissory note of even date therewith (each, an "Additional Project Loan Note") executed by Debtor as maker.

E. The obligations of Debtor to repay the loan of 2019 Bond proceeds under the Project Loan Agreement evidenced by the Project Loan Note are secured, inter alia, by that certain (a) Mortgage and Security Agreement (the "Project Loan Mortgage") for the benefit of the Collateral Agent, encumbering the interests of Debtor in the Project Site and Buildings and Production Facilities and Equipment thereon, (b) this Agreement whereby Debtor has

agreed to pledge, assign, transfer and grant a security interest in favor of Secured Party in all of its assets, including all of its rights, title and interest under all Project Documents as more particularly defined herein, including all of Debtor's rights to payment under the Project Documents, (c) the Collateral Assignment, and (d) other security interests granted under other security documents.

F. In connection with the Loan Agreement and the Indenture, the Borrower intends to enter into one or more Secured Hedge Contracts, which will be secured by this Pledge Agreement, subject to the Intercreditor Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, and in order to induce Authority and Bond Trustee to execute the Indenture and for Authority to issue the 2019 Bonds and any Additional Bonds and loan the proceeds thereof to Debtor pursuant to the Project Loan Note and the Project Loan Agreement, and each Additional Project Loan Note, Additional Project Loan Agreement and Additional Project Loan Amendment, and in order to induce the Secured Hedge Providers to enter into the Secured Hedge Contracts, Debtor and Secured Party agree as follows:

1. DEFINED TERMS. Unless otherwise defined in this Agreement, capitalized terms used but not otherwise defined in this Agreement (including the Recitals hereto) shall have the meanings given to them in the Indenture. All references herein to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. As used herein, the following terms have the meanings given to such terms in the Intercreditor Agreement: "Creditors," "Discharged," "Event of Default," "Obligations" and "Secured Hedge Documents". All other terms contained in this Security Agreement, unless the context indicates otherwise, have the meanings provided for by the UCC to the extent the same are used or defined therein:

"Account Debtor" means any Person who may become obligated to Debtor under, with respect to, or on account of an Account, Chattel Paper or General Intangibles.

"Accounts" means all "accounts," as such term is defined in the UCC, now owned or hereafter acquired by Debtor, including, without limitation, (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper or Instruments), including any such obligations that may be characterized as an account or contract right under the UCC, (b) all of Debtor's rights in, to and under all purchase orders or invoices for sale of goods or performance of services, (c) all amounts now or hereafter payable to Debtor under any of the Project Documents, whether characterized as payments for the sale of goods, performance of services, termination payments, cancellation payments, indemnification payments, damages, liquidated damages, claims for interests, costs or otherwise, (d) all of Debtor's rights to any goods represented by any of the foregoing (including unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (e) all rights to payment due to Debtor for property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by Debtor or in connection with any other transaction (whether or not yet earned by performance on the part

of Debtor), and (f) all collateral security of any kind given by any Account Debtor or any other Person with respect to any of the foregoing.

"Bond Documents" shall have the meaning given to such term in the Indenture.

"Chattel Paper" means any "chattel paper," as such term is defined in the UCC, including electronic chattel paper, now owned or hereafter acquired by Debtor.

"Collateral" shall have the meaning given such term in Section 2(a) of this Agreement.

"Commodity Accounts" means all "commodity accounts," as such term is defined in the UCC, now or hereafter held or maintained in the name of Debtor.

"Copyright License" means rights under any written agreement now or hereafter acquired by Debtor granting any right to use any Copyright.

"Copyrights" means all of the following owned or hereafter adopted or acquired by Debtor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

"Deposit Accounts" means all "deposit accounts" as such term is defined in the UCC, now or hereafter held in the name of Debtor.

"Documents" means all "documents," as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located.

"Equipment" means "equipment," as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located and, in any event, including, without limitation, all of Debtor's machinery and equipment, including pulp and paper making equipment, processing equipment, conveyors, machine tools, data processing and computer equipment, including embedded software and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, material handling equipment, tools, attachments, accessories, automotive equipment, trailers, trucks, forklifts, molds, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures (including pulp and paper making equipment to the extent a court determines they do not constitute Fixtures or Real Property) not forming a part of the Real Property, together with all additions and accessions thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto.

"Fixtures" means all "fixtures", as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located.

"General Intangibles" means all "general intangibles," as such term is defined in the UCC, now owned or hereafter acquired by Debtor, including, without limitation all right, title and interest that Debtor may now or hereafter have in or under any contract, including, without limitation, to the extent the same is not an Account, all of Debtor's right, title and interest in the Project Documents and all amounts payable to or receivable by Debtor thereunder, whether characterized as payments for the sale of goods, performance of services, termination payments, cancellation payments, indemnification, payments, damages, liquidated damages, claims for interests, costs or otherwise, all payment intangibles, customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including the goodwill associated with any Trademark or Trademark License), all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged Investment Property, rights of indemnification, all books and records, correspondence, credit files, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of Debtor or any computer bureau or service company from time to time acting for Debtor.

"Goods" means all "goods," as defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, including, without limitation, embedded software to the extent included in "goods" as defined in the UCC.

"Instruments" means all "instruments," as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, and, in any event, including, without limitation, all certificated securities, all certificates of deposit, and all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

"Inventory" means all "inventory," as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, and in any event including, without limitation, inventory, merchandise, goods and other personal property that are held by or on behalf of Debtor for sale or lease or are furnished or are to be furnished under a contract of service, or that constitute raw materials, work in process, finished goods, returned goods, or materials or supplies of any kind, nature or description used or consumed or to be used or consumed in such Debtor's business or in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software.

"Investment Property" means all "investment property" as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, including, without limitation, (i) all securities, whether certificated or uncertificated, including stocks, bonds, interests in limited liability companies, partnership interests, treasuries, certificates of deposit,

and mutual fund shares; (ii) all securities entitlements of Debtor, including the rights of Debtor to any Securities Account and the financial assets held by a securities intermediary in such Securities Account and any free credit balance or other money owing by any securities intermediary with respect to that account; (iii) all Securities Accounts of Debtor; (iv) all commodity contracts of Debtor; and (v) all Commodity Accounts held by Debtor.

"Letter-of-Credit Rights" means all "letter-of-credit rights" as such term is defined in the UCC, now owned or hereafter acquired by Debtor.

"License" means any Copyright License, Patent License, Trademark License or other similar license of intellectual property now held or hereafter acquired by Debtor.

"Lien" means any security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge against or interest in property, or other priority or preferential arrangement of any kind or nature whatsoever, to secure payment of a debt or performance of an obligation.

"Patent License" means rights under any written agreement now or hereafter acquired by Debtor granting any right to use any Patent.

"Patents" means all of the following in which Debtor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

"Permitted Exceptions" means (i) liens for taxes, impositions, assessments, fees, or other governmental charges levied or assessed or imposed in connection with any of the Collateral not yet delinquent or being contested by appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP, (ii) liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's, and mechanics' liens, and other similar liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings, (iii) liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and other liens to secure the performance of statutory obligations, (iv) utility easements, restrictive covenants and defects, imperfections or irregularities of title, if any, as would not materially interfere with or materially impair the use of the Real Property or the Collateral for construction, use or operation of the Project, and (v) Permitted Encumbrances.

"Proceeds" means "proceeds," as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, including, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person under the color of governmental authority), (c) any claim of Debtor against third parties for past, present or future infringement or dilution of any Copyright, Copyright License, Trademark or Trademark License, (d) any recoveries by

Debtor against third parties with respect to any litigation or dispute concerning any of the Collateral including claims arising out of the loss or nonconformity of, interference with the use of, defects in, or infringement of rights in, or damage to, Collateral, (e) all amounts collected on, or distributed on account of, other Collateral, including dividends, interest, distributions and Instruments with respect to Investment Property, and (f) any and all other amounts, rights to payment or other property acquired upon the sale, lease, license, exchange or other disposition of Collateral and all rights arising out of Collateral.

"Securities Accounts" means all "securities accounts," as such term is defined in the UCC, now or hereafter held or maintained in the name of Debtor.

"Software" means all "software" as such term is defined by the UCC, now owned or hereafter acquired by Debtor, other than software embedded in any category of Goods, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"Trademark License" means rights under any written agreement now or hereafter acquired by Debtor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Debtor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

"UCC" means the Uniform Commercial Code in effect in the State of Indiana.

2. GRANT OF LIEN.

(a) In order to secure the prompt and complete payment and performance of the Obligations, Debtor hereby grants a security interest, assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for the benefit of the Creditors, a Lien upon and security interest in all of its right, title and interest in, to and under the following property, whether now owned by or existing, or hereafter acquired by or arising in favor of Debtor, and regardless of where located (all of the following being hereinafter collectively referred to as the "Collateral"):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all Documents;

(iv) all General Intangibles;

(v) all Goods (including, without limitation, Inventory, Equipment, and Fixtures);

(vi) all Instruments;

(vii) all Investment Property;

(viii) all Deposit Accounts of Debtor, including, without limitation, all blocked accounts, concentration accounts, disbursement accounts and all other bank accounts and all deposits therein;

(ix) all money, cash or cash equivalents of Debtor;

(x) all Letter-of Credit Rights of Debtor;

(xi) all commercial tort claims, which may be listed on supplements to this Agreement from time to time; and

(xii) to the extent not otherwise included, all Proceeds including all tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

(b) In addition, to secure the prompt and complete payment and performance of the Obligations, Debtor hereby grants Secured Party a right of setoff against the Collateral of Debtor held by Secured Party, consisting of Collateral now or hereafter in the possession or custody of or in transit to Secured Party, for any purpose, including safekeeping, collection or pledge, for the account of Debtor, or as to which Debtor may have any right or power, subject to the terms of the Intercreditor Agreement.

3. SECURED PARTY'S RIGHTS; LIMITATIONS ON SECURED PARTY'S OBLIGATIONS.

(a) It is agreed by Debtor that, anything herein to the contrary notwithstanding, as between Debtor and Secured Party, Debtor shall remain liable under each of the Project Documents and its other agreements and contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder. Secured Party shall have no obligation or liability under any Project Document, any contract or License by reason of or arising out of this Security Agreement or the granting herein of a Lien thereon or the receipt by Secured Party of any payment relating to any Project Document pursuant hereto. The exercise by Secured Party of any of the rights set forth in this Agreement shall not release Debtor from any of its duties or obligations under the Project Documents. Secured Party shall not be required or obligated in any manner to perform or fulfill any of the obligations of Debtor under or pursuant to any Project Document, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Project Document or any Bond Document, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Secured Party may during any time that an Event of Default has occurred and is continuing beyond any applicable notice and cure period, with prior notice to Debtor, notify any Account Debtor, any Person party to any Project Document, and other Persons obligated on the Collateral that Secured Party has a security interest therein, and that payments shall be made directly to Secured Party; provided, that failure to provide such prior notice to Debtor shall not affect Secured Party's rights herein. Upon the request of Secured Party, Debtor shall so notify Account Debtors and other Persons obligated on Collateral. Once the affected Debtor is notified that any such notice has been given to any Account Debtor or other Person obligated on the Collateral, Debtor shall not give any contrary instructions to such Account Debtor or other Person without Secured Party's prior written consent.

(c) Secured Party may, in Secured Party's own name, in the name of a nominee of Secured Party or in the name of Debtor, during any time that an Event of Default has occurred and is continuing beyond any applicable notice and cure period, with prior notice to Debtor, communicate (by mail, telephone, facsimile or otherwise) with Account Debtors, parties to Project Documents and obligors in respect of Instruments to verify with such Persons, to Secured Party's reasonable satisfaction, the existence, amount, terms of, and any other matter relating to, any Project Document, Accounts, General Intangibles, payment intangibles, Instruments or Chattel Paper; provided, that failure to provide such prior notice to Debtor shall not affect Secured Party's rights herein. During any time that an Event of Default has occurred and is continuing beyond any applicable notice and cure period, Debtor, at its own expense, shall cause the independent certified public accountants then engaged by Debtor to prepare and deliver to Secured Party at any time and from time to time promptly upon Secured Party's reasonable request the following reports with respect to Debtor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts as Secured Party may request. Debtor, at its own expense, upon the reasonable request of Secured Party, shall deliver to Secured Party the results of each verification, if any, which Debtor may in its discretion have made, or caused any other Person to have made on its behalf, of all or any portion of its Inventory.

4. REPRESENTATIONS AND WARRANTIES. Debtor represents and warrants to Secured Party as follows:

(a) Debtor has good and marketable title to, rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder free and clear of any and all Liens other than Liens arising under the Project Loan Mortgage, this Security Agreement, the Collateral Assignment, the other Bond Documents and the Permitted Exceptions. The execution and delivery of this Security Agreement will not violate any law or agreement governing Debtor or to which Debtor is a party.

(b) No effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed by Debtor in favor of Secured Party pursuant to the Project Loan Mortgage, this Security Agreement, the Collateral Assignment, the other Bond Documents or filed with respect to a Permitted Exception. Debtor shall defend Secured Party's rights in the Collateral against the claims and demands of all other Persons other than senior claims granted with respect to a Permitted Exception in accordance with the Indenture or Intercreditor Agreement.

(c) This Security Agreement is effective to create a valid, continuing, and, upon the filing of the appropriate financing statements listed on Schedule I hereto, a perfected Lien in favor of Secured Party on the Collateral with respect to which a Lien may be perfected by filing pursuant to the UCC. Such Lien is prior to all other Liens other than those Permitted Exceptions that are allowed to become senior in right of payment in accordance with the Indenture or the Intercreditor Agreement, and is enforceable as such as against any and all creditors of and purchasers from Debtor (other than purchasers and lessees of Inventory in the ordinary course of business and nonexclusive licensees of General Intangibles in the ordinary course of business). All action by Debtor necessary or desirable to protect and perfect such Lien on each item of the Collateral has been, or will be (according to the terms hereof), duly taken.

(d) Schedule II hereto, or as of the date of the most recent supplement thereto delivered to Secured Party in accordance with Section 5(b)(i) such supplement, lists all Instruments, Letter of Credit Rights and Chattel Paper of Debtor. All action by Debtor necessary to protect and perfect the Lien of Secured Party on each item set forth on Schedule II or such supplement (including the delivery of all originals thereof to Secured Party as required by Section 5(b)(i) hereof) has been duly taken. The Liens of Secured Party, on the Collateral listed on Schedule II or such supplement thereto is prior to all other Liens, and is enforceable as such against any and all creditors of and purchasers from Debtor.

(e) Debtor's exact legal name as it appears in official filings in the state of its incorporation or other organization, the type of entity of Debtor, organizational identification number issued by Debtor's state of organization or a statement that no such number has been issued, Debtor's state of organization, the location of Debtor's chief executive office, principal place of business, offices, all warehouses and premises where tangible Collateral (other than mobile goods) is stored or located, and the locations of its books and records concerning the Collateral are set forth on the subsection of Schedule III hereto pertaining to Debtor, or on the most recent supplement thereto delivered to Secured Party in accordance with Section 5(b)(vi).

(f) With respect to Debtor's Accounts (and not reserved for under Debtor's allowance for doubtful accounts), (i) they represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of Debtor's business, as applicable, and are not evidenced by a judgment, Instrument or Chattel Paper; (ii) except for discounts, extensions, compromises, settlements, releases or allowances allowed by Debtor in the ordinary course of its business consistent with its current practices and in accordance with such standard practices used in industries that are the same as or similar to those in which Debtor is engaged or as set forth in the Project Documents, there are no setoffs, claims or disputes existing or asserted with respect thereto and Debtor has made no agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom; (iii) to Debtor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on such consolidated financial statements except for discounts, extensions, compromises, settlements, releases or allowances allowed by Debtor in the ordinary course of its business consistent with its current practices and in accordance with such standard practices used in industries that are the same as or similar to those in which Debtor is engaged; (iv) Debtor has not

received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any material adverse change in such Account Debtor's financial condition; and (v) Debtor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due. Further with respect to the Accounts (y) the amounts shown on all invoices and Debtor's most recently delivered consolidated balance sheet, which may be delivered to Secured Party with respect thereto are actually and absolutely owing to Debtor, as indicated thereon and are not in any way contingent; and (z) to Debtor's knowledge, all Account Debtors have the capacity to contract.

(g) With respect to all Inventory stored at locations set forth on Schedule III, if any, as supplemented pursuant to the most recent supplement thereto delivered pursuant to Section 5(b)(vi), as of the date of such supplement, (i) such Inventory is located at Debtor's locations set forth on the subsection of Schedule III hereto pertaining to Debtor, or on the most recent supplement thereto delivered to Secured Party in accordance with Section 5(b)(vi) hereof, (ii) no such Inventory is stored at any other location, (iii) at the request of Secured Party, Debtor shall use commercially reasonable efforts to obtain a landlord agreement, mortgage waiver or bailee agreement, as applicable, from the lessor of each leased property, mortgagee of owned property or bailee or customer with respect to any warehouse, processor or converter facility or other location where such Inventory is stored or located (and in the case of any Inventory located at a customer, proper Lien searches have been conducted, proper filings under the UCC have been made and assigned to Secured Party and Secured Party has received such other acknowledgments as it may deem reasonably necessary in its good faith judgment), (iv) Debtor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to Secured Party and Permitted Exceptions, (v) such Inventory is of good and merchantable quality, free from any defects, (vi) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, and (vii) the completion of manufacture, sale or other disposition of such Inventory by Secured Party following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which Debtor is a party or to which such property is subject.

(h) Schedule IV, or as of the date of the most recent supplement thereto delivered to Secured Party in accordance with Section 5(d)(ii) hereof, such supplement, lists all of Debtor's Patents, Trademarks and Copyrights registered with, or subject to an application for registration with, the United States Patent and Trademark Office or United States Copyright Office, as applicable. This Security Agreement is effective to create a valid and continuing Lien on and, upon filing of the Copyright Security Agreement with the United States Copyright Office and filing of the Patent Security Agreement and the Trademark Security Agreement with the United States Patent and Trademark Office and the filing of the financing statements listed on Schedule I hereto or the most recent supplement thereof, all action necessary or desirable to protect and perfect Secured Party's Lien on Debtor's Patents, Trademarks or Copyrights shall have been duly taken to create perfected Liens in favor of Secured Party on Debtor's Patents, Trademarks and Copyrights and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from Debtor.

(i) Schedule V lists by location all real property owned by Debtor in fee simple or leased.

(j) Schedule VI, or as of the date of the most recent supplement thereto delivered to Secured Party in accordance with Section 5(b)(ii) hereof, such supplement, lists all Deposit Accounts, Securities Accounts and Commodity Accounts.

(k) Schedule VII, or as of the date of the most recent supplement thereto delivered to Secured Party in accordance with Section 5(b)(vii) hereof, such supplement, lists all (i) rail cars, (ii) locomotives, (iii) aircraft, (iv) maritime vessels, (v) oil, gas or mineral rights (vi) equipment covered by a certificate of title, and (vi) commercial tort claims in which Debtor has an interest.

5. COVENANTS. Debtor covenants and agrees with Secured Party, that from and after the date of this Security Agreement and until the date on which the Obligations have been Discharged (the "Termination Date"):

(a) Further Assurances.

(i) At any time and from time to time, upon the written request of Secured Party and at the sole expense of Debtor, Debtor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as necessary for Secured Party to obtain the full benefit of its rights as set forth in this Security Agreement, including (A) obtaining all consents and approvals necessary or appropriate for the assignment to or for the benefit of Secured Party of any License or Project Document held by Debtor and to enforce the security interests granted hereunder, (B) filing any financing or continuation statements under the UCC with respect to the Liens granted hereunder or under any other Bond Document or Secured Hedge Documents as to those jurisdictions that are not Uniform Commercial Code jurisdictions, and (C) taking such actions as Secured Party may reasonably request to obtain "control" (within the meaning of the UCC) of any of the Collateral with respect to which "control" may be obtained under the UCC.

(b) Without limiting the generality of Section 5(a)(i):

(i) Debtor shall physically deliver to Secured Party all Collateral consisting of Documents, certificated securities, Chattel Paper and Instruments (and, in the case of Instruments and certificated securities, accompanied by stock powers, allonges or other instruments of transfer executed in blank and appropriate endorsements), together with a supplement to Schedule II reflecting the same, promptly after Debtor receives the same.

(ii) Upon opening any new Deposit Account, Securities Account or Commodity Account, Debtor shall promptly deliver to Secured Party a supplement to Schedule VI describing the same. Upon the reasonable request of Secured Party, Debtor shall obtain authenticated control letters or control agreements from (A) each issuer of uncertificated securities, (B) each securities intermediary or commodity intermediary holding or carrying any financial assets or Commodity Contracts to or for Debtor, and (C) each bank maintaining a Deposit Account for Debtor.

(iii) Upon the request of Secured Party, Debtor shall take all steps necessary to grant Secured Party control of all electronic chattel paper, in accordance with the

UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act (in each case, as amended from time to time).

(iv) Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto (provided that the Secured Party shall in no instance be obligated to do the same) that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (ii) as being of an equal or lesser scope or with equal scope but with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) the type of organization and any organization identification number issued to Debtor, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral, a sufficient description of real property to which the Collateral relates. Debtor agrees to furnish any such information to Secured Party promptly upon request. Debtor also ratifies its authorization for Secured Party to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(v) Upon request by Secured Party, Debtor shall execute and deliver, or cause to be executed and delivered, in, favor of Secured Party, mortgages, deeds of trust or similar instruments, with respect to one or more of Debtor's fee, leasehold or easement interests in real property, together with such title insurance policies and endorsements, property surveys, appraisals, corporate certificates and legal opinions as may be reasonably requested by Secured Party with respect thereto.

(vi) Without derogation of Debtor's obligations under Section 5(g), if Debtor moves any Collateral consisting of Goods (excluding Inventory sold in the ordinary course of Debtor's business), Equipment or Fixtures to, or otherwise causes any such Collateral to be located at, any location other than the Project Site, Debtor shall promptly deliver to Secured Party a supplement to Schedule III listing such new location.

(vii) Upon Debtor acquiring any ownership interest in any (A) rail cars, (B) locomotives, (C) aircraft, (D) maritime vessels, (E) oil, gas or mineral rights, (F) equipment covered by a certificate of title or (G) commercial tort claims, Debtor shall promptly deliver to Secured Party a supplement to Schedule VII describing the same.

(c) Maintenance of Records. Debtor shall keep and maintain, at its own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral. Debtor shall mark its books and records pertaining to the Collateral to evidence this Security Agreement and the Liens granted hereby.

(d) Covenants Regarding Patent, Trademark and Copyright Collateral.

(i) Debtor shall notify Secured Party immediately if Debtor knows or has reason to know that any application or registration relating to any material Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or

of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any United States court) regarding Debtor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(ii) In the event Debtor shall, either directly or through any agent, employee, licensee or designee, file an application for the registration of any material Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, Debtor shall deliver to Secured Party a supplement to Schedule IV, and, upon request of Secured Party, Debtor shall execute and deliver any and all Patent Security Agreements, Copyright Security Agreements or Trademark Security Agreements as Secured Party may request to evidence Secured Party's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Debtor relating thereto or represented thereby.

(iii) Debtor shall take all actions necessary or reasonably requested by Secured Party to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights subject to this Agreement (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless Debtor shall determine that such Patent, Trademark or Copyright is not material to the conduct of its business or operations.

(iv) In the event that any of the Patent, Trademark or Copyright Collateral is infringed upon, or misappropriated or diluted by a third party, Debtor shall, unless Debtor shall reasonably determine either (i) that such Patent, Trademark or Copyright Collateral is not material to the conduct of its business or operations or (ii) the resources necessary to enforce such Patent, Trademark or Copyright Collateral will exceed the value of such Patent, Trademark or Copyright Collateral to the Debtor's business, promptly take such action as may be reasonably necessary to cause the cessation of such infringement, misappropriation or dilution, including, but not limited to licensing or filing suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as may be appropriate under the circumstances to protect such Patent, Trademark or Copyright Collateral.

(e) Indemnification. In any suit, proceeding or action brought by Secured Party relating to any Collateral for any sum owing with respect thereto or to enforce any rights or claims with respect thereto, Debtor will save, indemnify and keep Secured Party harmless from and against all expense (including reasonable attorneys' fees and expenses), loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Account Debtor or other Person obligated on the Collateral, arising out of a breach by Debtor of any obligation thereunder or arising out of any agreement relating to the Collateral, Indebtedness or liability at any time owing to, or in favor of, such obligor or its successors from Debtor, except in the case of Secured Party, to the extent such expense, loss, or damage is attributable to the negligence or willful misconduct of Secured Party as finally determined by a court of competent jurisdiction. All such obligations

of Debtor shall be and remain enforceable against and only against Debtor and shall not be enforceable against Secured Party.

(f) Compliance with Terms of Accounts, Etc. In all material respects, Debtor will perform and comply with all obligations in respect of the Collateral and all other agreements to which it is a party or by which it is bound relating to the Collateral, except to the extent that such performance or compliance is waived by any counterparties thereto and, in the event that such failure to comply would, in the Secured Party's sole discretion (which discretion may be based upon advice of counsel), have a material adverse effect on the Collateral, the Secured Party.

(g) Removal of Collateral. Except for Inventory sold in the ordinary course of business, Debtor shall keep the Collateral (or to the extent the Collateral consists of intangible property such as Accounts, the records concerning the Collateral) at the Project Site, or at such other locations as are acceptable to Secured Party. Debtor shall not remove the tangible Collateral from the Project Site (except for repair or sale of Equipment or Inventory in the ordinary course of business) without the prior written consent of Secured Party. To the extent that the Collateral consists of vehicles, or other titled property, Debtor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Indiana, without the prior written consent of Secured Party.

(h) Transactions Involving Collateral. Debtor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral (except for (i) the sale of worn-out or obsolete Equipment, which is replaced with equipment of like kind and value or (ii) the sale of Inventory in the ordinary course of business). Debtor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, the Project Loan Mortgage, the Collateral Assignment, the other Bond Documents, and Permitted Exceptions, without the prior written consent of Secured Party. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Secured Party, all proceeds from any disposition of the Collateral for whatever reason (other than (i) for replacement of worn-out or obsolete Equipment or (ii) the sale of Inventory in the ordinary course of business) shall be held in trust for Secured Party and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Secured Party to any sale or other disposition of the Collateral. Upon receipt, Debtor shall immediately deliver any such proceeds to Secured Party.

(i) Title. Debtor represents and warrants to Secured Party that it holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement, the Project Loan Mortgage, the Collateral Assignment, the other Bond Documents and the Permitted Exceptions. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by the Project Loan Mortgage, this Agreement, the Collateral Assignment, the other Bond Documents or to which Secured Party has specifically consented. Debtor shall defend Secured Party's rights in the Collateral against the claims and demands of all other persons.

(j) Maintenance and Inspection of Collateral. Debtor shall use commercially reasonable efforts to maintain all tangible Collateral in good condition and repair. Debtor will not commit or permit damage to or destruction of the Collateral or any

part of the Collateral. Secured Party and its designated representatives and agents shall have the right at all reasonable times and upon reasonable prior written notice to examine, inspect, and audit the Collateral wherever located. Debtor shall immediately notify Secured Party of all cases involving the return, rejection, repossession, loss or damage of or to any Collateral (other than Inventory or defective equipment); and of any request for credit or adjustment or of any other dispute arising with respect to the Collateral (other than Inventory or defective equipment) and all events that are likely to have a material adverse effect on the value of the Collateral.

(k) Taxes, Assessments and Liens. Debtor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation. Debtor may withhold any such payment or may elect to contest any lien if Debtor is in good faith conducting an appropriate proceeding to contest the obligation to pay and as long as Secured Party's interest in the Collateral is not jeopardized and Debtor maintains adequate reserves therefor. If the Collateral is subjected to a lien (other than with respect to a Permitted Exception) that is not discharged within thirty (30) days, Debtor shall deposit with Secured Party cash, a sufficient corporate surety bond or other security in an amount adequate to provide for the discharge of the lien plus any interest, costs or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Debtor shall defend itself and Secured Party and shall satisfy any final adverse judgment before enforcement against the Collateral. Debtor shall name Secured Party as an additional obligee under any surety bond furnished in the contest proceedings.

(l) Compliance with Governmental Requirements. Debtor shall comply promptly in all material respects with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral. Debtor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, as long as Secured Party's interest in the Collateral, in Secured Party's opinion (which may be based upon advice of counsel), is not jeopardized.

(m) Hazardous Substances. Debtor represents and warrants that the Collateral never has been, and never will be as long as this Agreement remains a lien on the Collateral, used for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The representations and warranties contained herein are based on Debtor's due diligence in investigating the Collateral for hazardous wastes and substances. Debtor hereby releases and waives any future claims against Secured Party for indemnity or contribution in the event Debtor becomes liable for cleanup or other costs under any such laws.

(n) Further Identification of Collateral. Without limiting any of the other covenants or obligations of Debtor set forth herein or in any Bond Document or Secured Hedge Document, upon the occurrence and continuation of an Event of Default beyond any

applicable notice and cure period, Debtor will, if so requested by Secured Party, furnish to Secured Party, as often as Secured Party requests, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in such detail as Secured Party may reasonably specify.

(o) Notices. Debtor will advise Secured Party promptly, in reasonable detail, (i) of any Lien or claim (other than with respect to a Permitted Exception) made or asserted against any of the Collateral, and (ii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder or under any other Bond Document.

(p) Good Standing Certificates. Secured Party may from time to time (but not more than annually as long as no Event of Default has occurred and is continuing beyond any applicable notice and cure period) order and obtain, at Debtor's expense, certificates of valid existence from Debtor's state of incorporation or organization and from each other jurisdiction in which Debtor is "qualified to do business."

(q) No Reincorporation. Without limiting the prohibitions on mergers involving Debtor contained in the Project Loan Agreement, Debtor shall not reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is organized as of the date hereof without at least thirty (30) days prior written notice to Secured Party and after Secured Party's written acknowledgment that any reasonable action requested by Secured Party in connection therewith, including to continue the perfection of any Liens in favor of Secured Party, in any Collateral, has been completed or taken, and provided that any such new location shall be in the continental United States.

(r) Terminations; Amendments Not Authorized. With the exception of the initial filings thereof, Debtor acknowledges that it is not authorized to file any subsequent financing statement in favor of Secured Party relating to the Collateral or amendment or termination statement with respect to any such financing statement in favor of Secured Party without the prior written consent of Secured Party and agrees that it will not do so without the prior written consent of Secured Party, subject to Debtor's rights under Section 9A-509(d)(2) of the UCC. Secured Party shall file or authorize the filing of continuation statements relating to any financing statement in favor of Secured Party relating to the Collateral pursuant to the terms of the Indenture.

(s) Damage to or Destruction of Collateral. Debtor shall deliver to Secured Party, in form, amounts and substance as set forth in the Project Loan Agreement, certificates of insurance and endorsements evidencing all policies in effect for (A) all "Special Cause of Loss" and business interruption insurance naming Secured Party, as loss payee to the extent of the interest of Secured Party in the subject property, and (B) all general liability and other liability policies naming Secured Party, as an additional insured. Upon request by Secured Party, Debtor shall promptly provide Secured Party with current copies of all policies of insurance in effect for the benefit of Debtor including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Secured Party and not including any disclaimer of the insurer's liability for failure to give such a notice. If Debtor at any time fails to obtain or maintain any insurance as required under this Agreement Secured Party may (but shall not be obligated to) obtain such insurance

as Secured Party deems appropriate, including if it so chooses "single interest insurance," which will cover only Secured Party's interest in the Collateral.

6. REMEDIES; RIGHTS UPON DEFAULT.

(a) In addition to all other rights and remedies granted to it under this Security Agreement, the Project Loan Agreement, the other Bond Documents, the Secured Hedge Documents and under any other instrument or agreement securing, evidencing or relating to payment and performance of the Obligations, if any Event of Default shall have occurred and be continuing beyond any applicable notice and cure period, Secured Party may exercise all rights and remedies of a secured party under the UCC and otherwise under applicable law. Without limiting the generality of the foregoing, Debtor expressly agrees that in any such event Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale or any other notice otherwise required under any other Bond Document) to or upon Debtor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith enter upon the premises of Debtor where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment or giving Debtor or any other Person notice and opportunity for a hearing on Secured Party's claim or action and may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at a public or private sale or sales, at any exchange at such prices as it may deem acceptable, for cash or on credit or for future delivery without assumption of any credit risk. If Secured Party sells any of the Collateral upon credit, Debtor will be credited with only payments actually made by the purchaser and received by Secured Party and applied to the indebtedness of the purchaser. In the event that the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor will be credited with the proceeds of such sale. Secured Party shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase, the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Debtor hereby releases. Such sales may be adjourned and continued from time to time with or without notice. Secured Party shall have the right to conduct such sales on Debtor's premises or elsewhere and shall have the right to use Debtor's premises without charge for such time or times as Secured Party deems necessary or advisable.

If any Event of Default shall have occurred and be continuing beyond any applicable notice and cure period, Debtor further agrees, at Secured Party's reasonable request, to assemble the Collateral and make it available to Secured Party at a place or places designated by Secured Party which are reasonably convenient to Secured Party and Debtor, whether at Debtor's premises or elsewhere. Until Secured Party is able to effect a sale, lease, or other disposition of Collateral, Secured Party shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by Secured Party. Secured Party shall have no obligation to Debtor to maintain or preserve the rights of Debtor as against third parties with respect to Collateral while Collateral is in the possession of Secured Party. Secured Party may, if it so elects, seek the appointment of a receiver or keeper to take

possession of Collateral and to enforce any of Secured Party's remedies, with respect to such appointment upon ten (10) days prior notice as to such appointment. Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to Obligations as provided in the Intercreditor Agreement and only after so paying over such net proceeds, and after the payment by Secured Party of any other amount required by any provision of law, need Secured Party account for the surplus, if any, to Debtor. To the maximum extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention or sale of the Collateral in accordance with the terms of this Agreement, except such as arise solely out of the negligence or willful misconduct of Secured Party, as finally determined by a court of competent jurisdiction. Debtor agrees that ten (10) days prior notice by Secured Party of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay the Obligations, including attorneys' fees or other expenses reasonably incurred by Secured Party to collect such deficiency.

(b) Except as otherwise specifically provided herein, Debtor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(c) To the extent that applicable law imposes duties on Secured Party to exercise remedies in a commercially reasonable manner, Debtor acknowledges and agrees that it is not commercially unreasonable for Secured Party (i) to fail to incur expenses reasonably deemed significant by Secured Party to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition; (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as Debtor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure Secured Party against risks of loss, collection or disposition of Collateral or to provide to Secured Party a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by Secured Party, to obtain the services of other brokers, investment bankers, financial advisors, attorneys, consultants and other professionals to assist Secured Party in the collection or disposition of any of the Collateral. Debtor acknowledges and agrees that Secured Party may comply with any applicable law which imposes duties on Secured Party in connection with

the disposition of the Collateral and such compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. Debtor acknowledges that the purpose of this Section 6(c) is to provide non-exhaustive indications of what actions or omissions by Secured Party would not be commercially unreasonable in Secured Party's exercise of remedies against the Collateral and that other actions or omissions by Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 6(c). Without limitation upon the foregoing, nothing contained in this Section 6(c) shall be construed to grant any rights to Debtor or to impose any duties on Secured Party that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 6(c).

(d) Secured Party shall not be required to make any demand upon, or pursue or exhaust any of their rights or remedies against Debtor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof. Secured Party shall not be required to marshal the Collateral or any guarantee of the obligations of Debtor under the Project Loan Agreement, any Construction Related Contracts or any Project Document or to resort to the Collateral or any such guarantee in any particular order, and all of its rights hereunder or under any other Bond Document shall be cumulative. To the extent it may lawfully do so, Debtor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against Secured Party, any valuation, stay, appraisement, extension, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise.

7. GRANT OF LICENSE TO USE INTELLECTUAL PROPERTY COLLATERAL. For the purpose of enabling Secured Party to exercise rights and remedies under Section 6 hereof (including, without limiting the terms of Section 6 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale; sell or otherwise dispose of Collateral) at such time as Secured Party shall be lawfully entitled to exercise such rights and remedies, Debtor hereby grants to Secured Party, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, license or sublicense, to the extent such grant will not violate any contract to which Debtor is bound (in which case the Debtor shall notify the Secured Party of the same in writing), any Intellectual Property now owned or hereafter acquired by Debtor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

8. LIMITATION ON SECURED PARTY'S DUTY IN RESPECT OF COLLATERAL. Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control. Secured Party shall not have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

9. REINSTATEMENT. This Security Agreement shall remain in full force and effect and continue to be effective notwithstanding the filing of any petition by or against Debtor for liquidation or reorganization, Debtor becoming insolvent or making an assignment for the benefit of any creditor or creditors or the appointment of a receiver or Secured Party for all or any significant part of Debtor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance to Secured Party with respect to the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment to Secured Party, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid and not by any amount so rescinded, reduced, restored or returned.

10. NOTICES. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand; request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Project Loan Agreement or the Secured Hedge Documents.

11. SEVERABILITY. Whenever possible, each provision of this Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. This Security Agreement is to be read, construed and applied together with the Project Loan Agreement, the Indenture, the other Bond Documents, the Secured Hedge Documents and the Intercreditor Agreement which, taken together, set forth the complete understanding and agreement of Secured Party and Debtor with respect to the matters referred to herein and therein.

12. NO WAIVER: CUMULATIVE REMEDIES. Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Secured Party and then only to the extent therein set forth. A waiver by Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Secured Party and Debtor.

13. LIMITATION BY LAW. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

14. SUCCESSORS AND ASSIGNS. This Security Agreement and all obligations of Debtor hereunder shall be binding upon the successors and assigns of Debtor (including any debtor-in-possession on behalf of Debtor) and shall bind all Persons who become bound as a debtor to this Security Agreement and shall, together with the rights and remedies of Secured Party, inure to the benefit of Secured Party and its successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations, the 2019 Bonds or any portion thereof or interest therein shall in any manner impair the Lien granted to Secured Party. Debtor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement except with the prior written consent of Secured Party.

15. COUNTERPARTS. This Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Secured Party, electronic means, all of which shall be equally valid. TO THE EXTENT, IF ANY, THAT THIS SECURITY AGREEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS SECURITY AGREEMENT MAY BE PERFECTED BY POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART DESIGNATED AS COUNTERPART NO. 1.

16. GOVERNING LAW; JURISDICTION; ETC.

(a) Governing Law. This Agreement shall be construed in accordance with and governed by the constitution and laws of the State of Indiana.

(b) Submission to Jurisdiction. Debtor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of Indiana sitting in Steuben County and of the United States District Court of the Northern District of Indiana, and any appellate court from either thereof, in any action or proceeding arising out of or relating to this Agreement or any other Bond Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Indiana state court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Bond Document shall affect any right that Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Bond Document against Debtor or any of its properties in the courts of any jurisdiction.

(c) WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER BOND DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER BOND DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

17. SECTION TITLES. The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

18. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Security Agreement.

19. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Security Agreement and, specifically, the provisions of Section 18 with its counsel.

20. EXPENSES. Debtor agrees to pay upon demand all of Secured Party's reasonable costs and expenses, including reasonable legal fees and costs, incurred in connection with the enforcement of this Agreement. Such reasonable costs and expenses may include Secured Party's reasonable legal expenses whether or not there is a lawsuit, legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post judgment collection services. Debtor also shall pay all court costs and such additional fees as may be directed by the court.

21. TERMINATION OF SECURITY INTEREST. Upon the Discharge of all Obligations, the Liens granted hereby shall automatically terminate hereunder and all rights to the Collateral shall revert to Debtor. Upon any such termination and the written request of Debtor, Secured Party shall, at Debtor's expense, (i) promptly cause to be transferred and delivered, without any recourse, warranty or representation whatsoever, any Collateral and any proceeds received in respect thereof and (ii) deliver to Debtor, or otherwise authorize the filing of, such UCC termination statements and other documentation as Debtor shall reasonably request to effect the termination and release of the Liens on the Collateral.

22. BENEFIT OF SECURED PARTY. All Liens granted or contemplated hereby shall be for the benefit of Secured Party and the other Creditors, and all proceeds or payments

realized from Collateral in accordance herewith shall be applied to the Obligations in accordance with the terms of the Intercreditor Agreement.

[The Signature Pages Follow]

DATED as of the date forth set forth above.

"DEBTOR"

RES POLYFLOW INDIANA LLC, an
Indiana limited liability company

By: Jay Schabel
Name: Jay Schabel
Its: President

This is Counterpart No. [1] of a total of 5 counterparts. Only Counterpart No. 1 shall be considered chattel paper for purposes of the Uniform Commercial Code and a security interest may be perfected by possession only by the possession of the original of Counterpart No. 1.

"SECURED PARTY"

UMB BANK, N.A., acting solely in its capacity as Collateral Agent

By: _____
Name: Janet Lambert
Its: Vice President

This is Counterpart No. [ ] of a total of 5 counterparts. Only Counterpart No. 1 shall be considered chattel paper for purposes of the Uniform Commercial Code and a security interest may be perfected by possession only by the possession of the original of Counterpart No. 1.

SCHEDULE I

to

PLEDGE AND SECURITY AGREEMENTS

FILING JURISDICTIONS

Debtor	Filing Jurisdiction
RES POLYFLOW INDIANA LLC	Indiana

SCHEDULE II

to

PLEDGE AND SECURITY AGREEMENT

INSTRUMENTS, CHATTEL PAPER AND LETTER OF CREDIT RIGHTS

None.

SCHEDULE III

to

PLEDGE AND SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL AND RECORDS CONCERNING DEBTOR'S COLLATERAL

I. Debtor's exact legal name:

RES POLYFLOW INDIANA LLC

II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company):

limited liability company

III. Organizational identification number issued by Debtor's state of incorporation or organization or a statement that no such number has been issued:

201609161158688

IV. State of Organization or Incorporation of Debtor:

Indiana

V. Chief Executive Officer and principal place(s) of business of Debtor:

Jay Schabel
3240 W. 800 S.
Ashley, Indiana 46705

VI. Corporate Offices of Debtor:

8584 Washington Street, #304
Chagrin Falls, OH 44023

2736 N Ridge Rd. #224
Painesville, Ohio 44077

VII. Locations at which Collateral is Stored or Located:

2736 N Ridge Rd. #224
Painesville, Ohio 44077

SCHEDULE IV

to

PLEDGE AND SECURITY AGREEMENT

U.S. FEDERALLY REGISTERED PATENTS,
TRADEMARKS AND MATERIAL COPYRIGHTS

None.

SCHEDULE V

to

PLEDGE AND SECURITY AGREEMENT

Real Property Address	Operations Conducted at this Location
3240 W. 800 S Ashley, IN 46705	facility to convert mixed polymer waste into transportation fuels, heating oils, and waxes

SCHEDULE VI

to

PLEDGE AND SECURITY AGREEMENT

Commodity Accounts

Commodity Intermediary	Type of Account	Account Number	Commodity Intermediary Address

Deposit Accounts

Depository Bank	Type of Account	Account Number	Depository Bank Address

Securities Accounts

Securities Intermediary	Type of Account	Account Number	Securities Intermediary Address

SCHEDULE VII

to

PLEDGE AND SECURITY AGREEMENT

1. 60' x 8' diameter stainless steel vessel
2. Hydrogen unit and compressor
3. 2012 Chevrolet Silverado
4. 2015 Ford F-250 under lease agreement
5. American Hauler trailer containing feedstock diagnostic equipment (RUFUS Unit)