

AMENDMENT TO THE CNG FUELING FOR TRANSIT AGENCIES PARTNERSHIP
PROJECT
PUBLIC-PRIVATE TRANSPORTATION PARTNERSHIP AGREEMENT
BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF TRANSPORTATION
AND
TRILLIUM TRANSPORTATION FUELS LLC

THIS FIRST AMENDMENT TO THE CNG FUELING FOR TRANSIT AGENCIES PARTNERSHIP PROJECT PUBLIC-PRIVATE TRANSPORTATION PARTNERSHIP AGREEMENT, (the **Amendment**) is entered into the 17th day of August, 2017 by and between the Commonwealth of Pennsylvania, Department of Transportation (the **Department**) and Trillium Transportation Fuels LLC (d/b/a Trillium CNG), a limited liability company organized and existing under the laws of the State of Delaware (the **Development Entity**). The Department and the Development Entity are hereinafter sometimes referred to collectively as the **Parties**.

WITNESSETH:

WHEREAS, the Department and the Development Entity entered into Agreement No. 220909 (the **Original Agreement**) on June 16, 2016 in furtherance of a public-private transportation partnership Project;

WHEREAS, by way of this Amendment, the Department and the Development Entity intend to revise the definition of "Indemnified Parties" set forth in the Original Agreement; and

WHEREAS, the Department and the Development Entity further intend, under this Amendment, to revise Table 1 in Section 1.1 (Milestone Payments) of Schedule 8 (Payment Mechanism).

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises set forth below, the Parties agree, with the intention of being legally bound, to amend the Original Agreement as follows:

1. **Recitals.**

The foregoing recitals are incorporated by reference as a material part of this Amendment.

2. **Amendments to the Original Agreement.**

- a) The definition of "Indemnified Parties" in Schedule 1 (Definitions) is hereby struck in its entirety and is replaced with the following definition:

Indemnified Parties means the Department, the Transit Agencies and their respective successors, assigns, agencies, divisions, officers, agents, representatives, employees, and the Commonwealth.

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b) Table 1 in Section 1.1 (Milestone Payments) of Schedule 8 (Payment Mechanism) is hereby struck in its entirety and is replaced with the following Table 1 below:

<i>Project Site</i>	<i>Milestone Payment</i>	<i>Project Site</i>	<i>Milestone Payment</i>
CATA	\$2,079,882	LCTA	\$2,521,680
EMTA	\$2,723,877	MCTA	\$1,112,212
YATA – York	\$3,120,605	CRATA	\$1,478,419
YATA – Gettysburg	\$1,403,933	COLT/LT	\$1,781,158
CAMTRAN – Johnstown	\$2,598,905	STS	\$1,213,098
CAMTRAN - Ebensburg	\$1,537,890	ATA – Bradford	\$1,364,197
INDIGO	\$1,883,472	ATA – Johnsonburg	\$1,095,483
MMVTA	\$1,878,930	BTA	\$2,279,529
LANTa – Allentown	\$2,674,140	MCRCOG	\$1,601,012
LANTa – Easton	\$1,488,489	FACT	\$1,629,846
WCTA	\$2,501,609	DuFast	\$1,456,285
COLTS	\$3,068,060	TAWC	\$1,917,956
NCATA	\$2,440,327	CAT	\$2,191,393
AMTRAN	\$1,972,909	PAAC	\$3,950,978
BCTA	\$2,178,312	AGGREGATE	\$59,144,586

3. Governing Law and Jurisdiction.

This Amendment shall be governed by, and interpreted and enforced in accordance with, the Laws of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts.

4. Counterparts.

This Amendment may be executed in counterparts, consistent with Section 32.15 of the Original Agreement.

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5. **Severability.**

Any provision of this Amendment which is held to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of the Original Agreement, as amended, which shall be construed and enforced as if this Amendment did not contain such invalid or unenforceable clause.

6. **Headings.**

The captions of the paragraphs of this Amendment are for convenience purposes only and shall not be deemed part of this Amendment or considered in construing this Amendment.

7. **Reference to and Effect on the Original Agreement.**

- a) Capitalized terms used in this Amendment but not otherwise defined herein shall have the respective meanings assigned thereto in the Original Agreement, except as amended hereby.
- b) On and after the date hereof, each reference in the Original Agreement to “this PPA,” “this Agreement,” “hereunder,” “hereof,” “herein,” “hereby” or words of like import, shall mean and be a reference to the Original Agreement as amended hereby.
- c) All other terms and conditions of the Original Agreement, which have not been modified by this Amendment, shall remain in full force and effect.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, and intending to be bound hereby, the Parties subscribe their signatures to this Amendment herein below:

TRILLIUM TRANSPORTATION FUELS, LLC (d/b/a TRILLIUM CNG)

By:  _____

Name: Bill Cashmareck

Title: President


Date: May 26, 2017

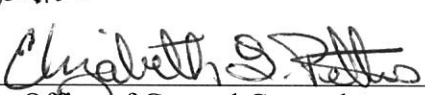
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

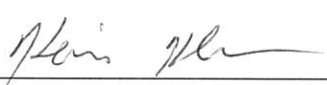
By:  ~~Andrew...~~
Secretary of Transportation

Date: 6/26/17

APPROVED AS TO FORM AND LEGALITY

By:  7/6/2017
Office of Chief Counsel Date
Department of Transportation
at 7/6/17

By:  7/21/17
Office of General Counsel Date

By:  8/4/17
Office of Attorney General Date

CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. 39000 37982
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT N/A

By:  7/10/17
Comptroller Date