

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SAN JOSE AND
TRILLIUM USA COMPANY LLC FOR CNG FUELING STATION OPERATION AND
MAINTENANCE SERVICES AT THE NORMAN Y. MINETA SAN JOSE INTERNATIONAL
AIRPORT**

This Second Amendment to the Agreement for CNG Fueling Station Operation and Maintenance Services by and between the City of San José, a municipal corporation (hereinafter "City") and Trillium USA Company, LLC, a Delaware limited liability company (hereinafter "Contractor", "Operator", or "Trillium USA") authorized to conduct business in the state of California, is entered into on the date of execution by City (hereinafter "Effective Date").

RECITALS

WHEREAS, on July 1, 2010, City and Pinnacle CNG Company entered into an agreement entitled "Agreement Between the City of San José and Pinnacle CNG Company for CNG Fueling Station Operation and Maintenance Services at Norman Y. Mineta San Jose International Airport (hereinafter "Agreement); and

WHEREAS, on September 30, 2011, the City approved and accepted assignment of Agreement from Pinnacle CNG Company to Integrys Transportation Fuels, LLC, dba Trillium CNG by executing a Letter of Consent; and

WHEREAS, on February 29, 2016, Trillium Acquisition, LLC acquired ownership interests of Integrys Transportation Fuels, LLC, the parent entity of Pinnacle CNG Company; and

WHEREAS, Trillium USA Company, LLC is a wholly owned company of Trillium Acquisition California, LLC, a commonly owned and related affiliate of Trillium Acquisition, LLC, which is a commonly owned and controlled related entity of Love's Country Stores of California, a California corporation; and

WHEREAS, on May 5, 2016, Love's Country Stores of California, a California corporation, executed a Letter of Guaranty with a retroactive effective date of February 29, 2016 to irrevocably and unconditionally guarantee performance of Trillium USA Company LLC's obligations under the Agreement in favor of the City, and

WHEREAS, on May 11, 2016, the City executed a letter acknowledging the sale and acquisition and consent to the assignment of the Agreement to Trillium USA Company, LLC, whereby Trillium USA Company, LLC agrees to comply with all applicable terms and conditions of the Agreement effective February 29, 2016; and

WHEREAS, on July 6, 2016, the City and Contractor entered into the First Amendment to the Agreement to add two (2) additional one-year terms, for a total of five (5) one-year options under the Agreement, to extend the term through June 30, 2018; and

WHEREAS, City and Contractor now desire to further amend the amended Agreement to add two (2) additional one-year terms, for a total of seven (7) one-year options under the Agreement, to extend the term through June 30, 2020;

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 2.2, entitled "Option to Extend Term" is hereby amended to read as set forth below:

"City reserves the right to extend the term for successive periods of one (1) year each for no more than seven (7) one-year terms through June 30, 2020, subject to the earlier termination of this Agreement by City. City shall provide Operator with no less than sixty (60) days' prior written notice of its intention to exercise its option to secure the CNG Fueling Station Operation and Maintenance Services from Operator during any extension period."

2. Section 6.3, entitled "Option to Renew the Agreement" is hereby amended to read as set forth below:

"The City in its sole discretion retains the right to exercise seven (7) one year options to renew the Agreement. Increases in compensation will be governed by the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the U.S. Department of Labor, Bureau of Labor Statistics. The formula for increases in compensation is designated in Article 6.3.1 below."

3. The Operator's address in Section 27, entitled "Notices" is hereby amended to read as set forth below:

Trillium USA Company, LLC
2929 Allen Parkway, Suite 4100
Houston, TX 77019
Attn: Director of Trillium

4. All of the terms and conditions of the amended Agreement shall remain unchanged and in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names below.

APPROVED AS TO FORM:

“CITY”

CITY OF SAN JOSE,
a municipal corporation

Rosa Tsongtaatarii
Sr. Deputy City Attorney
Date: _____

By _____
Jennifer Cheng
Deputy Director, Finance
Date: _____

“CONTRACTOR”

Trillium USA Company, LLC, a Delaware
Limited Liability Company authorized to
conduct business in California.

By _____
Name: _____
Title: _____
Date: _____