

Recording requested by, and
after recording, return to:

Blue Mountain Biogas, LLC
86 N. University Avenue, Suite 400
Provo, UT 84601 USA
Attention: Brady Olson

Ent 248254 Bk 464 Pg 152
Date: 18-APR-2012 2:30:02PM
Fee: \$16.00 Cash
Filed By: CP
BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: ALPENTAL

Parcel No. _____

MEMORANDUM OF AMENDED LEASE
(Blue Mountain)

This Memorandum of Amended Lease (Blue Mountain) ("Memorandum of Amended Lease") is made and entered into as of March 20, 2012 (the "Effective Date"), by and between MURPHY-BROWN, LLC, a Delaware limited liability company, as "Landlord," and BLUE MOUNTAIN BIOGAS, LLC, a Delaware limited liability company, as "Tenant" (in its capacity as the assignee of Alpentel Energy Partners, LLC, a Utah limited liability company), concerning that certain unrecorded Ground Lease (Blue Mountain) dated as of December 13, 2010, as amended by the First Amendment thereto dated as of January 31, 2012 ("First Amendment"), between Landlord and Tenant (the "Amended Lease"), pursuant to which Landlord has leased to Tenant the premises described in Exhibit "A" attached hereto and incorporated herein (the "Premises"). Capitalized terms used and not defined herein shall have the meaning given the same in the Amended Lease. This Memorandum of Amended Lease replaces the original Memorandum of Lease dated December 13, 2010, and recorded January 12, 2011 as Entry No. 244261 in Book 451 at Page 409 of the Land Records of Beaver County, Utah.

1. The term of the Amended Lease is for a period of ten (10) years, unless sooner terminated as provided in the Lease. The initial term of the Lease commences on the date that Landlord delivers possession of the Premises to Tenant, which date shall be no later than the date that Tenant notifies Landlord in writing that Tenant requires access to the Premises for the design and completion of the Improvements ("Commencement Date") and terminates on the date that is ten years from the initial operation date of Tenant's bio gas generation Facility. In addition, Tenant has the option to extend the term of the Lease for two (2) successive five (5) year renewal terms.

2. Landlord has also committed to grant Tenant non-exclusive easements over certain areas identified as "Shared Use Areas" in the First Amendment. These easements will be recorded at a future date by Tenant per the terms of the First Amendment.

3. If Landlord proposes to sell all or any portion of the Premises or any right, title or interest therein, then Tenant has a right of first refusal to purchase the same, on the terms and conditions set forth in the Lease.

4. Tenant has the right, in accordance with the terms of the Amended Lease, to enter onto adjacent property owned by Landlord, to develop, construct, erect, install, improve, enlarge, reconstruct, replace, repower, relocate, dismantle, maintain, repair, operate and monitor pipelines, electrical transmission lines, utility lines, roads and related facilities.

EXHIBIT "A" TO MEMORANDUM OF AMENDED LEASE

LEGAL DESCRIPTION

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF BEAVER, STATE OF UTAH:

BEGINNING AT A POINT S 00°03'51" E ALONG THE ¼ SECTION LINE 848.71 FEET FROM THE NORTH ¼ CORNER OF SECTION 27, T30S, R13W, SLB & M AND RUNNING THENCE N 89°57'13" E 468.40 FEET; THENCE S 00°02'47" E 1000.00 FEET; THENCE S 89°57'13" W 1000.00 FEET; THENCE N 00°02'47" W 1000.00 FEET; THENCE N 89°57'13" E 531.60 FEET TO THE POINT OF BEGINNING AND CONTAINS 22.957 ACRES.

TOGETHER WITH:

A 50' ACCESS ROAD EASEMENT

BEGINNING AT A POINT S 00°03'27" E ALONG THE SECTION LINE 1026.69 FEET FROM THE NW CORNER OF SECTION 27, T30S, R13W, SLB & M (SAID POINT BEING IN THE PIOCHE ROAD (A COUNTY ROAD) AND RUNNING THENCE S 90°00'00" E 2109.14 FEET; THENCE S 00°02'47" E 50.00 FEET; THENCE N 90°00'00" W 2109.13 FEET; THENCE N 00°03'27" W 50.00 FEET TO THE POINT OF BEGINNING.