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 249654 Bk 464 Pg 35502PM Date: 18-Apr-2012 Pg 35502PM Fee: \$16.00 Cash Filed By: CP BRUCE BROWN, Recorder BEAVER COUNTY CORPORATION For: ALPENTAL

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 Alpental 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.

5. The Parties are causing this Memorandum of Amended Lease to be recorded for the purpose of providing constructive notice of the Amended Lease and Tenant's rights thereunder. This Memorandum of Amended Lease is not a complete summary of the Amended Lease, and all the respective rights and obligations of the Parties are governed by the terms, covenants and conditions contained in the Amended Lease, which terms, covenants and conditions are incorporated herein by reference as though fully set forth herein. This Memorandum of Amended Lease does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Amended Lease, and the provisions in this Memorandum of Amended Lease shall not be used in interpreting the Amended Lease provisions. In the event of any conflict between this Memorandum of Amended Lease and the terms and provisions of the Amended Lease shall control.

IN WITNESS WHEREOF, the Parties have entered into this Memorandum of Amended Lease as of the Effective Date.

LANDLORD:

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MURPHY BROWN, LLC, a Delay	ware
limited liability company	
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By: Trace W	
Name: Kraits Westerloo	eer
Title: / Plut JEF13	
STATE OF NORTH CAROLINA)
2000)ss:
COUNTY OF DUPLIN)
The foregoing instrument was	acknowledged before me on this /5TH day of APRIL, 2012
ny KRAW DESTELLAND OF ASST	on behalf of MURPHY BROWN, LLC, a Delaward
imited liability company.	, on behalf of Work Hi Brown, LLC, a Delawar
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NOTÁRY PUBLIC

My commission expires:

PUBLIC OUNTRILITY OF COUNTRILITY

BLUE MOUNTAIN BIOGAS, LLC, a Delaware limited liability company By: BRADY OLSON Name: BRADY OLSON Title: MANA GON STATE OF What) SSS: COUNTY OF What) The foregoing instrument was acknowledged before me on this 18 day of April , 2012, by Brady Olson , as Manager , on behalf of BLUE MOUNTAIN BIOGAS, LLC, a Delaware limited liability company.

My commission expires:

1-24-16

TENANT:

BRENDA BURCH

COMMISSION# 651259 COMM. EXP. 01-24-2016

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.