

OPTION AND PURCHASE AGREEMENT

among

ZEFIRO METHANE HOLDING LLC

AND

MR. LUKE J. PLANTS

dated as of

May 12, 2023

OPTION AND PURCHASE AGREEMENT

This Option and Purchase Agreement (this “**Agreement**”), dated as of May 12, 2023 (the “**Effective Date**”), is entered into among Mr. Luke J. Plants (“**Seller**”) and Zefiro Methane Holding LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

WHEREAS, on the Effective Date, Buyer acquired seventy-five percent (75%) of the issued and outstanding capital stock of Plants & Goodwin, Inc. a Pennsylvania corporation (the “**Company**”).

WHEREAS, Seller owns twenty-five percent (25%) of the issued and outstanding capital stock of the Company.

WHEREAS, Seller wishes to grant to Buyer an exclusive, irrevocable option (the “**Option**”) to acquire from Seller shares of the Company representing five percent (5%) of the issued and outstanding capital stock of the Company (the “**Option Shares**”) pursuant to the terms set forth herein, and Buyer is willing to accept the Option.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this ARTICLE I:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York are authorized or required by Law to be closed for business.

“**Encumbrance**” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise), or assets of the Company, taken as a whole, or (b) the ability of Seller to consummate the transactions contemplated hereby on a timely basis; *provided, however*, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) any changes in financial or securities markets in general; (iii) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (iv) pandemics or epidemics; (v) any action required or permitted by this Agreement; (vi) any changes in applicable Laws or accounting rules, including GAAP; or (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; *provided further, however*, that any event, occurrence, fact, condition or change referred to in clauses (i) through (iv) and (vi) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Company compared to other participants in the industries in which the Company conducts its businesses (in which case, only the incremental disproportionate adverse effect may be taken into account in determining whether a Material Adverse Effect has occurred).

“Option Share Sale” has the meaning set forth in Section 2.01. **“Option Termination Date”** means 11:59pm New York Time on the one-year anniversary of the Effective Date.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

“Purchase Price” means (i) if the Closing occurs on or before August 15, 2023, Three Hundred Fifty-Five Thousand Dollars (\$355,000); (ii) if the Closing occurs after August 15, 2023 but on or prior to November 15, 2023, Three Hundred Seventy-Five Thousand Dollars (\$375,000); (iii) if the Closing occurs after November 15, 2023 but on or prior to February 15, 2024, Three Hundred Ninety-Five Thousand Dollars (\$395,000); and (iv) if the Closing occurs

after February 15, 2024 but on or prior to May 14, 2024, Four Hundred Twenty Thousand Dollars (\$420,000).

“**Taxes**” means all United States federal, state, local or non-U.S. foreign income, gross receipts, capital stock, franchise, profits, withholding, social security, employment, unemployment, health care, disability, real property, ad valorem, personal property, stamp, excise, occupation, sales, use, transfer, value added, alternative minimum, estimated, production, registration, license, lease, service, service use, payroll, severance, environmental, premium, real property gains, unclaimed or abandoned property, escheat, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tax Return**” means any return, declaration, report, election, claim for refund, information return, or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

ARTICLE II OPTION TO PURCHASE

Section 2.01. Option to Purchase. Seller hereby grants to Buyer, and Buyer hereby accepts, the Option, which shall be effective beginning on the Effective Date and shall be exercisable only on the terms and subject to the conditions set forth herein.

Section 2.02. Option Exercise and Purchase of Option Shares.

(a) From and after the Effective Date through and including the Option Termination Date, Buyer may exercise the Option by delivering to Seller a written notice (the “**Option Exercise Notice**”) of Buyer’s election to exercise the Option.

(b) Upon delivery of the Option Exercise Notice, subject to the terms and conditions set forth herein, at the Closing, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title, and interest in and to the Option Shares, free and clear of all Encumbrances, for the Purchase Price (the “**Option Share Sale**”).

Section 2.03. Payments and Transactions to be Effected at Closing.

(a) Subject to the provisions of this Agreement, including the satisfaction or waiver of the conditions set forth in ARTICLE V, at the Closing, in consideration for the Option Share Sale, Buyer shall pay to Seller, by wire transfer of immediately available funds to the account designated in writing by the Seller to Buyer no later than one Business Day prior to the Closing Date, the Purchase Price.

(b) At the Closing, Seller shall deliver to Buyer an assignment of the Option Shares, in a form reasonably acceptable to Buyer, duly executed by Seller.

Section 2.04. Closing. The closing of the Option Share Purchase (the “**Closing**”) shall take place remotely via the electronic exchange of documents and signatures (with originals to be

delivered as soon as reasonably practicable after the Closing upon request), no later than the third (3rd) Business Day after the last of the conditions to Closing set forth in ARTICLE V have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or on such other date as the parties hereto may mutually agree in writing. The date on which the Closing occurs is hereinafter referred to as the “**Closing Date**”. The transactions contemplated by this Agreement shall be effective as of 12:01 a.m. New York Time on the Closing Date.

Section 2.05. Withholding Tax. Notwithstanding anything in this Agreement to the contrary, Buyer shall be entitled to withhold and deduct from the consideration otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under applicable Law. To the extent that amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE III REPRESENTATIONS AND WARRANTIES RELATING TO SELLER

Seller represents and warrants to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof and as of the Closing Date.

Section 3.01. Authority of Seller. Seller has full power, capacity, and authority to enter into this Agreement, to carry out his obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution, and delivery by Buyer) this Agreement constitutes a legal, valid, and binding obligation of Seller enforceable against him in accordance with its terms, subject to Laws of general application relating to bankruptcy, insolvency and the relief of debtors and other laws of general application affecting enforcement of creditors’ rights generally and rules of Law governing specific performance, injunctive relief or other equitable remedies.

Section 3.02. No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller; or (b) require the consent, notice or other action by any Person under any contract to which Seller is a party. No consent, approval, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, except for such consents, approvals, Governmental Orders, declarations and filings that have been obtained. There is no pending or, to Seller’s knowledge, threatened Action relating to Seller that questions or otherwise challenges the validity or propriety of this Agreement or any of the transactions contemplated hereby (including with respect to Seller’s ownership of equity interests in the Company or ability to execute or perform his obligations hereunder).

Section 3.03. Title to Securities. Seller is the record and beneficial owner of, and has good and valid title to, all of the Option Shares, free and clear of any Encumbrances.

Section 3.04. Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller. There are no contracts under which Seller is or may become obligated to pay any brokerage, finder's or similar fees and expenses directly or indirectly in connection with the transactions contemplated by this Agreement.

ARTICLE IV COVENANTS

Section 4.01. Exclusive Dealing. Unless and until this Agreement is terminated in accordance with ARTICLE VI, Seller shall not, directly or indirectly:

- (a) solicit, initiate or encourage the submission of any proposal or offer from any Person (other than Buyer or its Affiliates) relating to the acquisition, directly or indirectly, of a direct or beneficial interest in any of the Option Shares;
- (b) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner, any effort or attempt by any Person (other than Buyer or its Affiliates) to do or seek any of the foregoing; or
- (c) enter into any agreement, arrangement or understanding with respect to the foregoing.

Section 4.02. Transfer Tax. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with the sale and purchase of the Option Shares ("**Transfer Taxes**") shall be borne and paid fifty percent (50%) by Buyer and fifty percent (50%) by Seller. Seller and Buyer shall cooperate to timely file all reasonably necessary Tax Returns and other documentation with respect to all such Transfer Taxes and shall reasonably cooperate with the applicable taxing authority with respect thereto. Each party shall provide the other party with evidence satisfactory to such other party that such Transfer Taxes have been paid by such party.

ARTICLE V CONDITIONS TO CLOSING

Section 5.01. Conditions to Obligations of All Parties.

- (a) The obligations of each party to consummate the Option Share Sale shall be subject to no Governmental Authority having enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the Option Share Sale illegal, otherwise challenging, restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated thereunder to be rescinded following completion thereof.
- (b) Buyer shall have delivered the Option Exercise Notice to Seller on or prior to the Option Termination Date.

Section 5.02. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Option Share Sale shall be subject to the fulfillment or Buyer's waiver in writing, at or prior to the Closing, of each of the following conditions:

- (a) The representations and warranties of Seller contained herein shall be true and correct in all material respects, and Seller shall have duly performed and complied, in all material respects, with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.
- (b) From the date Buyer delivers the Option Exercise Notice until the Closing Date, there shall not have occurred any Material Adverse Effect.
- (c) From the date Buyer delivers the Option Exercise Notice until the Closing Date, no Action shall have been commenced against Buyer, Seller, or the Company which would prevent the Closing.

ARTICLE VI TERMINATION

Section 6.01. Termination

- (a) This Agreement may be terminated by the mutual written agreement of Buyer and Seller at any time prior to Closing.
- (b) This Agreement shall terminate automatically, without any further action by Buyer or Seller, if Buyer fails to deliver the Option Exercise Notice to Seller on or before the Option Termination Date.

ARTICLE VII MISCELLANEOUS

Section 7.01. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated thereby shall be paid by the party incurring such costs and expenses.

Section 7.02. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

If to Seller:

Mr. Luke J. Plants
[Redacted – private address]

with a copy to:

[confidential lawyer name and contact
information]

If to Buyer:

Zefiro Methane Holding LLC

Attention: Chief Executive Officer
Email: [Redacted – private address]

with a copy to:

[confidential lawyer name and contact
information]

Section 7.03. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the words “or,” “either,” “neither,” “nor,” and “any” are not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) the term “dollars” and character “\$” shall mean United States dollars and (e) references to any party to this Agreement or any other Person shall include such Person’s successors and permitted assigns. Unless the context otherwise requires, references herein: (x) to Articles or Sections mean the Articles or Sections of this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof, and shall include all exhibits, schedules and other documents attached thereto and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

Section 7.04. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.05. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 7.06. Entire Agreement. This Agreement and the Option Exercise Notice constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 7.07. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that Buyer may assign its rights and obligations hereunder to any of its Affiliates without the consent of Seller. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.08. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.09. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 7.10. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) Each party acknowledges and agrees that any controversy which may arise hereunder is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this Section 7.10(c).

Section 7.11. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each party hereto further agrees that no other party hereto or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 7.11, and each party hereto (a) irrevocably waives any defense that a remedy at law is adequate and any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (b) agrees to cooperate fully in any attempt by the other party or parties in obtaining such relief.

Section 7.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Stock Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ZEFIRO METHANE HOLDING LLC

By: **"Curt Hopkins"**

Name: Curt Hopkins

Title: CEO

"Luke J. Plants"

LUKE J. PLANTS