

When Recorded Return to:

Caterpillar Financial Services Corporation
Attn: Ginger Stitt
Cat Power Finance - Americas
2120 West End Avenue
Nashville, Tennessee 37203

Ent 249166 Bk 467 Pg 47
Date: 26-JUL-2012 2:14:55PM
Fee: \$48.00 Check
Filed By: CP
BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: MARKS & WEINBERG

APN: PT 02-0145-0001

First Leasehold Deed of Trust

Dated as of the 3rd day of July, 2012

from

BLUE MOUNTAIN BIOGAS, LLC

as Grantor

to

SECURITY TITLE COMPANY OF BEAVER COUNTY, UTAH

as Trustee

for the benefit of

CATERPILLAR FINANCIAL SERVICES CORPORATION

as Beneficiary

FIRST LEASEHOLD DEED OF TRUST

This First Leasehold Deed of Trust, made as of the 3rd day of July, 2012 by **Blue Mountain Biogas, LLC**, a Delaware limited liability company, with its principal address at 86 N. University Avenue, Suite 400 Provo, Utah 84601 ("Grantor"), **Security Title Company of Beaver County, Utah**, whose business address is P.O. Box 819, 5 South Main Street, Beaver, Utah 84713 ("Trustee") and **Caterpillar Financial Services Corporation**, a Delaware corporation, with an address at 2120 West End Avenue, Nashville, Tennessee 37203 ("Beneficiary"). Beneficiary, Trustee, and Grantor are sometimes hereinafter collectively referred to as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, Grantor has obtained the right to develop a biogas project ("Project") on approximately 23 acres of property near Milford, Utah owned by **Murphy Brown LLC**, a Delaware limited liability company, ("Murphy Brown" or "Landlord") pursuant to that certain Ground Lease (Blue Mountain) executed between Alpentel Energy Partners, LLC, a Utah limited liability company ("AEP"), an affiliate of Grantor, and Landlord dated as of December 13, 2010 (a Memorandum of Lease for said lease was recorded on January 12, 2011 with the Recorder of Beaver County, Utah Ent. 244261, Bk. 451 Pg. 409), as amended by the First Amendment to Ground Lease dated as of January 31, 2012, which First Amendment was recorded on February 14, 2012 with the Recorder of Beaver County, Utah Ent. 247893, Bk. 462, Pg. 838 (jointly "Amended Lease") (a Memorandum of Amended Lease was recorded on April 18, 2012, 2012 with the Recorder of Beaver County, Utah Ent. 248254, Bk. 464 Pg. 152); and

WHEREAS, the Amended Lease was assigned by AEP to Grantor, with the consent of Landlord, pursuant to that certain Assignment of Amended Ground Lease recorded on February 14, 2012 with the Recorder of Beaver County, Utah Ent. 247895, Bk. 462, Pg. 850; and

WHEREAS, the property subject to the Amended Lease has, and will be, improved by buildings and improvements installed thereon by Grantor; and

WHEREAS, Beneficiary and Grantor have executed that certain Construction Financing Agreement dated April 4, 2012 as amended by the First Amendment to Construction Finance Agreement, dated July __, 2012 (as amended, restated, supplemented, extended, replaced or otherwise modified from time to time, the "**CFA**") pursuant to which Grantor will provide up to \$11,067,476 of construction and term financing for the engineering, procurement, and construction of the Project; and

WHEREAS, this First Leasehold Deed of Trust is intended to secure the payment of the principal amount of the Notes under the C.F.A., together with interest thereon, and any other sums due thereunder, in accordance with the terms of said Notes and the C.F.A., such terms being incorporated herein and made a part hereof by reference; and

WHEREAS, in order to secure the Advances to Grantor pursuant to the terms of the C.F.A., Grantor hereby grants this First Leasehold Deed of Trust in the amount of the Advances, in favor of Beneficiary; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the C.F.A.;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Grantor does hereby give, grant, bargain, sell, alien, enfeoff, convey, grant a security interest in, and confirm to Trustee and Beneficiary, with power of sale, Grantor's leasehold rights and any rights, title or interest now owned or hereafter acquired by Grantor in the property more fully described in Exhibit A hereto ("Land");

TOGETHER with all the right, title and interest of Grantor as tenant under the Amended Lease in and to the land lying in the streets and roads adjoining the Land or any part thereof;

TOGETHER with all of Grantor's right, title and interest created under the Amended Lease;

TOGETHER with any and all other, further or additional estates, rights, title or interests which may at any time be acquired by Grantor by reason of amendments, modifications, supplements, extensions and renewals of the Amended Lease (such Amended Lease and all amendments, modifications, supplements, extensions and renewals thereof being hereinafter called the "Leases");

TOGETHER with all rights and benefits of whatsoever nature derived or to be derived by Grantor under, or by virtue of, the Leases, including, without limitation, the right to exercise options, to give consents, and to receive monies payable to the landlord thereunder;

TOGETHER with all other leases, subleases and underlettings of the Premises (as hereinafter defined), or any part thereof, now existing or hereafter entered into or assumed by Grantor and all rights and benefits derived or to be derived by Grantor therefrom, including without limitation, any security deposits made by the tenants thereunder;

TOGETHER with all right, title and interest of Grantor as tenant under the Leases in and to all buildings and improvements now situated on, or hereafter to be erected on, the Land (the "Improvements"), all machinery, apparatus, equipment, fittings, fixtures, furniture, furnishings and articles of personal property of every kind and nature whatsoever, now or hereafter located in the Improvements, or upon the Premises, or any part thereof, and used or usable in connection with the present use of the Improvements or any other future occupancy or use of the Improvements (hereinafter called "Equipment"), (the Improvements, the Land and the Equipment and the "Leases" being collectively referred to as the "Premises"), including, but without limiting the generality of the foregoing, all heating, lighting, loading, unloading, landscaping, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications

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apparatus, air cooling and air conditioning apparatus, elevators, escalators, ducts and compressors, cleaning equipment and supplies; and Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this First Leasehold Deed of Trust on any Equipment; and

TOGETHER with all awards or payments, including interest thereon, heretofore and hereafter made to Grantor for the taking by eminent domain of the whole or any part of the Premises, or the use thereof, or any easement therein, including any awards or payments for changes of grade of streets or any other injury to or decrease in the value of the First Leasehold Deed of Trust Property (as hereinafter defined), which said awards and payments are hereby assigned to Beneficiary, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness at any time secured hereby, notwithstanding the fact that the amount thereof may not then be due and payable and toward the reasonable counsel fees, costs and disbursements incurred by Beneficiary in connection with the collection of such awards or payments and toward the payment of the indebtedness at any time secured hereby, notwithstanding the fact that the amount thereof may not then be due and payable; and Grantor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards or payments to Beneficiary, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

ALL of the foregoing real and personal property and rights and interests in property and awards are hereinafter collectively referred to as the "First Leasehold Deed of Trust Property".

AND Grantor covenants that it is lawfully seized of a leasehold interest in the Land, that it has good right, full power and lawful authority to make the conveyances made herein, and that it will warrant and forever defend the title thereto against the lawful claims of any and all persons whomsoever; and Grantor covenants that the Land is free and clear of all taxes, liens, and encumbrances whatsoever, except as appear in **Exhibit B** hereto.

Grantor further covenants with Beneficiary as follows:

1. Payment of Indebtedness. Grantor will pay the indebtedness secured by this First Leasehold Deed of Trust in accordance with the terms of the Notes, the C.F.A., this First Leasehold Deed of Trust and all other Security Documents (hereinafter, "Loan Documents").
2. Intentionally Omitted.
3. Payment of Taxes, Etc. To the extent required by the Lease, Grantor shall pay any and all taxes, charges, excises and levies imposed upon Beneficiary by reason of its ownership of the Notes or this First Leasehold Deed of Trust, other than income, franchise and doing business taxes, and shall pay all corporate stamp taxes and other taxes required to be paid on the Notes. In the event Grantor fails to make such payment within five (5) business days after written notice thereof, Beneficiary shall have the right to pay the amount due, and Grantor shall, on demand, reimburse Beneficiary for said amount together with interest at the Default Rate (as

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defined in the Notes) from the date that such sum is advanced to and including the date of reimbursement. The amount advanced by Beneficiary, together with the interest thereon, shall be part of the indebtedness secured hereby.

4. Intentionally Omitted.

5. Intentionally Omitted.

6. Estoppel Certificates. Grantor, within ten (10) business days after Beneficiary's request, (a) will furnish a written statement, duly acknowledged, of the amount due on this First Leasehold Deed of Trust and whether any offsets or defenses exist against the indebtedness secured by this First Leasehold Deed of Trust and whether any events of default under the Leases have come to the attention of Grantor, and (b) will use its diligent efforts to obtain the applicable landlord's written estoppel certificate, addressed to such person or persons as Beneficiary shall specify, together with an affirmation by Grantor of the facts therein recited. Beneficiary, within ten (10) business days after request, will furnish a written statement of the amount due on this First Leasehold Deed of Trust and whether any events of default have come to the attention of Beneficiary.

7. Impositions. To the extent required by the Leases, Grantor will pay when due all special assessments for local improvements, sewer rents, water rates, and real estate taxes or assessments or any other charges in lieu of or in substitution of real estate taxes or assessments from which the Land or the Premises or any part thereof is not exempt (the "Impositions"). Impositions shall be deemed Taxes under the C.F.A. Upon reasonable request of Beneficiary from time to time Grantor shall deliver to Beneficiary receipts showing payment of all Impositions.

8. Changes in Method of Taxation. In the event of the passage after the date hereof of any law of the state of Utah deducting from the value of the Land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of First Leasehold Deed of Trusts or debts secured thereby for state or local purposes, or the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on First Leasehold Deed of Trusts or debts secured thereby, the holder of this First Leasehold Deed of Trust shall have the right to declare the principal sum and interest due on a date to be specified by not less than 45 days' written notice to be given to Grantor unless Grantor within such 45-day period shall, if permitted by law, assume as an obligation hereunder the payment of any taxes, costs and charges incurred by Beneficiary as a result thereof, until full payment of the indebtedness secured by this First Leasehold Deed of Trust.

9. Expenses of Litigation. Beneficiary shall have the right to appear in, and defend any action or proceeding, in the name of, and on behalf of Grantor, which Beneficiary, in its discretion, feels may adversely affect the Premises or this First Leasehold Deed of Trust and Beneficiary shall also have the right to institute any action or proceeding which Beneficiary, in its discretion, feels should be brought to protect its interest in the Premises or its rights hereunder. If any action or proceeding be commenced to which action or proceeding

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Beneficiary is or becomes a party or in which it becomes necessary to defend or uphold the lien of this First Leasehold Deed of Trust, all expenses incurred by Beneficiary in connection with any such action or proceeding (including reasonable attorneys' fees) shall on notice and demand be paid by Grantor, together with interest thereon at the same rate of interest that is then payable under the Notes, and shall be a lien on the First Leasehold Deed of Trust Property prior to any right or title to, interest in or claim upon the First Leasehold Deed of Trust Property subordinate to the lien of this First Leasehold Deed of Trust, and shall be secured by this First Leasehold Deed of Trust. To the extent permitted by law, Grantor agrees to bear and pay all expenses (including reasonable attorneys' fees for legal services of every kind) of or incidental to the enforcement of any provision hereof, or the enforcement, compromise, or settlement of this First Leasehold Deed of Trust or the indebtedness secured hereby, and for the curing thereof, or defending or asserting the rights and claims of Beneficiary in respect thereof, by litigation or otherwise, and all such expenses incurred by Beneficiary shall be part of the indebtedness secured hereby.

10. Maintenance. Grantor will maintain the Premises in good condition and repair, will not commit or suffer any waste thereof, and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority to which the Premises is subject.

11. Condemnation. Grantor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain or purchase in lieu thereof (referred to herein collectively as "condemnation") of the Premises or any portion thereof, will notify Beneficiary of the pendency of such proceedings. Beneficiary may participate in any such proceedings and Grantor from time to time will deliver to Beneficiary all instruments requested by it to permit such participation. In the event of such condemnation proceedings, the award or compensation payable is hereby assigned to and shall be paid to Beneficiary. Grantor, upon request by Beneficiary, shall make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards and compensation to Beneficiary free and clear of any liens, charges or encumbrances of any kind or whatsoever. Beneficiary shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings Beneficiary may be represented by counsel selected by Beneficiary. Grantor will not enter into an agreement for the taking of the First Leasehold Deed of Trust Property, or any part thereof, with anyone authorized to acquire the same by condemnation unless Beneficiary shall have consented thereto in writing.

12. Intentionally Omitted.

13. Assignment of Rents, Issues and Profits. Grantor hereby assigns to Beneficiary all of its right, title and interest to the rents, issues and profits derived from (i) all leases and subleases, if any, of the Premises or part thereof now or thereafter assumed by or entered into by Grantor, including all security deposits held by Grantor pursuant to such leases and subleases, (ii) all other underlettings of the Premises or part thereof now or hereafter entered into, and (iii) all occupancy, license and concession agreements in respect of any part of the Premises now or

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hereafter entered into, as further collateral security for the payment of the indebtedness secured by this First Leasehold Deed of Trust, and Grantor grants to Beneficiary the right to enter the Premises for the purpose of collecting the same and to sublet or underlet the Premises, or any part thereof, and to apply said rents, issues and profits on account of said indebtedness; this assignment and grant shall continue in effect until the indebtedness secured by this First Leasehold Deed of Trust is paid, but Beneficiary hereby waives the right to enter the Land for the purpose of collecting said rents, issues and profits, and Grantor shall be entitled to collect, receive, use and retain said rents, issues and profits, until the occurrence of an Event of Default under this First Leasehold Deed of Trust; such right of Grantor to collect, receive, use and retain said rents, issues and profits may be revoked by Beneficiary upon the occurrence of any Event of Default under this First Leasehold Deed of Trust, by Beneficiary giving written notice of such revocation to Grantor; Grantor shall not accept prepayments of installments of rent to become due for a period of more than one month in advance.

14. Suits without Foreclosure. Beneficiary shall have the right from time to time to take action against Grantor to recover any sums, whether interest, principal or any installment of either, or any other sums required to be paid under the terms of this First Leasehold Deed of Trust, as the same become due, without regard to whether or not the indebtedness evidenced by the Notes shall be due, and without prejudice to the right of Beneficiary thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

15. Intentionally Omitted.

16. Events of Default. The following shall constitute Events of Default hereunder:

- (a) an Event of Default under the C.F.A.; or
- (b) Grantor's default for ten (10) days following receipt of a request from Beneficiary to furnish a statement of the amount due on this First Leasehold Deed of Trust and a statement whether any offsets or defenses exist against the First Leasehold Deed of Trust debt; or
- (c) the assignment of any of the rents, issues, profits or subleases of the Premises, or any part thereof, to anyone other than Beneficiary without the prior written consent of Beneficiary; or
- (d) a non-permitted sublease, assignment or other transfer of Grantor's interest as tenant in the Premises including, without limitation, transfers described in Article 28, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned or delayed; or
- (e) if Grantor grants further leasehold deeds of trusts, pledges or otherwise encumbers the Land or any part thereof or any interest therein, without the consent of Beneficiary; or

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(f) if Grantor fails for a period of ten (10) days after receipt of notice from Beneficiary to keep, observe and perform any of the other material covenants, warranties, conditions or agreements contained in this First Leasehold Deed of Trust provided, however, if the nature of such failure of compliance is such that it cannot reasonably be cured within such ten (10) day period, no Event of Default shall be deemed to have occurred if Grantor shall begin to comply within such ten (10) day period and shall thereafter diligently prosecute the same to completion.

17. Remedies Upon Default. Upon the occurrence of any Event of Default hereunder, Beneficiary may, consistent with the terms of the CFA, take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Land, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary: (a) declare the entire unpaid indebtedness secured hereby to be immediately due and payable; or (b) enter into or upon the Premises, either personally or by its agents, nominees or attorneys, and dispossess Grantor and its agents and servants therefrom, and thereupon Beneficiary may (i) use, operate, manage, control, insure, maintain, restore and otherwise deal with all and every part of the Premises and conduct the business thereat; (ii) complete any construction on the Premises in such manner and form as Beneficiary deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Improvements or the Equipment; (iv) exercise all rights and powers of Grantor with respect to the Premises either in the name of Grantor or otherwise, including, without limitation, the right to make, cancel, enforce or modify leases, obtain and evict tenants, and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Premises; and (v) apply the receipts from the Premises to the payment of the indebtedness secured hereby, after deducting therefrom all expenses incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Premises, as well as just and reasonable compensation for the services of Beneficiary, its counsel, agents and employees; or (c) institute proceedings for the complete foreclosure of this First Leasehold Deed of Trust; or (d) with or without entry, to the extent permitted by applicable law, institute proceedings for the partial foreclosure of this First Leasehold Deed of Trust for the portion of the indebtedness then due and payable, subject to the continuing lien of this First Leasehold Deed of Trust for the balance of the indebtedness not then due; or (e) sell the Premises or any part thereof and all estate, claim, demand, right, title and interest of Grantor therein and right of redemption thereof, pursuant to power of sale or otherwise as provided for in of the Code of Utah, as amended, at one or more sales, as an entity or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Premises, this First Leasehold Deed of Trust shall continue as a lien on the remaining portion of the Premises; or (f) recover judgment on the Notes either before, during or after any proceedings for the enforcement of this First Leasehold Deed of Trust; or (g) apply for the appointment of a trustee, receiver, liquidator or conservator of the Premises, without regard for the adequacy of the security for the indebtedness and without regard for the solvency of Grantor or any other person, firm or other

entity liable for the payment of the indebtedness, to which appointment Grantor hereby consents; or (h) pursue such other remedies as Beneficiary may have under applicable law. Upon the sale of the Premises or any part thereof under the power of sale herein granted, or as a result of judicial proceedings or a judgment or decree of foreclosure, Beneficiary may bid for and acquire the Premises or any part thereof and credit against the indebtedness secured hereby, the net sales price thereof after deducting therefrom all expenses of the sale and the proceedings in connection therewith and all other items which Beneficiary is authorized to deduct under this First Leasehold Deed of Trust, the C.F.A., the Notes and applicable law. Beneficiary and any receiver of the Premises or any part thereof shall be liable to account for only those rents, issues and profits actually received by it.

In the event of any Event of Default hereunder, it is agreed that the then occupant of the Premises and or any part thereof, shall immediately surrender possession of the Premises so occupied to Beneficiary, and if such occupant is permitted to remain in possession, the possession shall be as tenant of Beneficiary and such occupant shall, on demand, pay monthly in advance to Beneficiary a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. The covenants herein contained may be enforced by any receiver of the Premises or any part thereof.

18. Remedies Cumulative; No Waivers, Etc. The rights and remedies of Beneficiary hereunder shall be cumulative and not exclusive, and shall be in addition to every other right and remedy now and hereafter provided by law or equity or in any Security Documents. No delay or omission by Beneficiary in exercising a right or remedy shall exhaust or impair the same or any other remedy or constitute a waiver or acquiescence in the default, or in any other default. Any failure by Beneficiary to insist upon the strict performance of any of the terms and provisions of this First Leasehold Deed of Trust shall not be deemed to be a waiver of any of the terms and provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance of any and all of the terms and provisions of this First Leasehold Deed of Trust; neither Grantor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this First Leasehold Deed of Trust, including, but not limited to, any guarantor, shall be relieved of such obligation by reason of the failure of Beneficiary to comply with any request of Grantor or of any other person so obligated, to take action to foreclose this First Leasehold Deed of Trust or otherwise enforce any of the provisions of this First Leasehold Deed of Trust or of any obligations secured hereby, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this First Leasehold Deed of Trust, or by reason of any agreement or stipulation between any subsequent owner or owners of the First Leasehold Deed of Trust Premises and Beneficiary extending the time of payment or modifying the terms of the Notes or this First Leasehold Deed of Trust without first having obtained the consent of Grantor or such other person and, in the last-mentioned event, Grantor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Beneficiary; Beneficiary may release, regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the First Leasehold Deed of Trust Premises, any part of the security held for the indebtedness

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secured by this First Leasehold Deed of Trust without, as to the remainder of the security, in any way impairing or affecting the lien of this First Leasehold Deed of Trust or the priority of such lien over any subordinate lien; the holder of any subordinate lien on the First Leasehold Deed of Trust Property shall have no right to terminate any lease affecting the First Leasehold Deed of Trust Property, whether or not such lease be subordinate to this First Leasehold Deed of Trust; and Beneficiary may resort for the payment of the indebtedness secured by this First Leasehold Deed of Trust to any other security therefor held by Beneficiary in such order and manner as Beneficiary may elect.

19. Revenue Stamps. If at any time the United States of America or the State of Utah shall require internal revenue or other stamps to be affixed to the Notes or this First Leasehold Deed of Trust, Grantor will pay for the same, together with any interest or penalties imposed in connection therewith.

20. Provisions with Respect to the Leases, Etc.

(a) Grantor shall promptly perform and observe all of the terms, covenants, and conditions and obligations to be performed by it under the Leases or any other lien or security interest within the periods provided therein, and will do all things necessary to preserve and to keep unimpaired its rights under the Leases;

(b) Grantor shall not cancel, terminate, or surrender the Leases nor agree to any cancellation, termination or surrender of the Leases without the prior written consent of Beneficiary, which consent shall be in the sole discretion of Beneficiary; and

(c) Grantor shall not amend, modify supplement or waive compliance with any provision of the Leases nor agree to any amendment, modification, supplement or waiver of compliance with any provision of the Leases without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Grantor shall proceed with all due diligence to obtain any required consents from Landlord to the grant to Beneficiary of this First Leasehold Deed of Trust with respect to such Leases.

The generality of the provisions of this Article shall not be limited by other provisions of this First Leasehold Deed of Trust setting forth particular obligations of Grantor which are also required of Grantor under any other permitted leasehold deed of trust.

21. Performance by Beneficiary. If Grantor shall at any time fail to make any payment, or perform any act under, the Amended Lease, or any other lien superior to this First Leasehold Deed of Trust or under this First Leasehold Deed of Trust, required to be made or performed by it at the time such payment or performance is required (without regard to any grace periods or any required notice) then Beneficiary, without waiving or releasing Grantor from any obligation or default under the instrument requiring such payment or performance, may at any

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time (but shall be under no obligation to) make such payment or perform such act for the account and at the expense of Grantor. All sums so paid by Beneficiary and all costs and expenses incurred by Beneficiary in connection with the performance of any such act shall be paid by Grantor to Beneficiary upon demand with interest at the Default Rate from the date of the payment or incurrence thereof, and the same shall be deemed to be secured by this First Leasehold Deed of Trust and shall be a lien on the First Leasehold Deed of Trust Property prior to any right, title to interest in or claim upon the First Leasehold Deed of Trust Property attaching subsequent to the lien of this First Leasehold Deed of Trust. For the purpose of curing any such default Beneficiary may (but shall be under no obligation to) do any act or execute any document in the name of Grantor or as its attorney-in-fact, as well as in the name of Beneficiary. Grantor hereby irrevocably appoints Beneficiary its true and lawful attorney-in-fact in its name or otherwise to do any and all acts and to execute any and all documents which in the reasonable opinion of Beneficiary may be necessary or desirable to preserve any rights of Grantor to or under the Prior First Leasehold Deed of Trust, the Leases or any occupancy lease, including, without limitation, the right to effectuate an extension or renewal of the Leases, or to rights of Grantor whatsoever in respect of any part of the First Leasehold Deed of Trust Property.

22. Intentionally Omitted.

23. Incorporation of the Notes by Reference. This First Leasehold Deed of Trust is made pursuant to the Notes and the C.F.A., and all of the terms, covenants, conditions, provisions and agreements of the Notes and the C.F.A. (except those which by their terms are inapplicable) are incorporated herein by reference. The rights granted to Beneficiary hereunder are in addition to the rights granted under the C.F.A. and other Support Documents. Any inconsistency in the terms hereof and the C.F.A. shall be resolved to the benefit of the Beneficiary.

24. Notices. All notices, requests and demands to or upon the respective parties hereto shall be made in accordance with the notice provisions of the C.F.A.

25. No Oral Modification. This First Leasehold Deed of Trust may not be changed or terminated orally.

26. Partial Invalidity. In the event any one or more of the provisions contained in this First Leasehold Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof, but each provision shall be construed as if such invalid, illegal or unenforceable provisions had never been included.

27. No Subordinate Financing. Grantor will not, without the prior written consent of Beneficiary, execute or deliver any pledge, security agreement, or other leasehold deed of trust covering all or any portion of the First Leasehold Deed of Trust Property.

28. Due on Sale. Grantor acknowledges that the continuous occupancy of the Premises by Grantor is of a material nature to the transaction and the making of the loan

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evidenced by the Notes and secured by this First Leasehold Deed of Trust. Therefore, Grantor agrees that in the event of any non-permitted transfer by Grantor of all of the First Leasehold Deed of Trust Property or any part thereof or interest therein, howsoever evidenced or occasioned then at the option of Beneficiary, the entire unpaid principal balance under the Notes together with accrued interest shall immediately become due and payable. For purposes hereof, except as authorized or required by the CFA, any transfer, sale, assignment, lease, pledge or other disposition, whether directly or indirectly, by operation of law or otherwise, of any partnership, membership or other ownership interest of shares of stock of Grantor shall be deemed a transfer of the First Leasehold Deed of Trust Property.

29. Intentionally Deleted.

30. Discharge of First Leasehold Deed of Trust. If and when the Notes shall have become due and payable in full (whether by lapse of time or by acceleration or by the exercise of the privilege of prepayment), Grantor shall well and truly pay, or cause to be paid, the full amount thereof and all other sums payable thereunder and hereunder, and if Grantor shall pay or cause to be paid such sums and shall perform or cause to be performed all other obligations to be performed by Grantor under the C.F.A. and hereunder according to the intent and meaning hereof, then this First Leasehold Deed of Trust shall cease and terminate, Beneficiary shall satisfy and cancel the same as a lien on the First Leasehold Deed of Trust Property and shall execute and deliver such deeds or other instruments as shall be reasonably requested by Grantor to satisfy and discharge the lien hereof.

31. Successors and Assigns. All covenants of Grantor contained in this First Leasehold Deed of Trust are imposed solely and exclusively for the benefit of Beneficiary and its successors and assigns and no other person shall have standing to require compliance with such covenants or shall, under any circumstances, be deemed to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Beneficiary at any time if in its sole discretion it deems it advisable to do so. All such covenants of Grantor shall run with the land and bind Grantor, and its successors and assigns and all subsequent owners, encumbrances and tenants of the First Leasehold Deed of Trust Property, and shall inure to the benefit of Beneficiary, its successors and assigns. The word "Grantor" shall be construed as if it read "Grantors" whenever the sense of this First Leasehold Deed of Trust so requires and shall include all successors and assigns of Grantor. The word "Beneficiary" shall be construed to mean Beneficiary named herein or any subsequent holder or holders of the Notes.

32. No Unlawful Interest. Nothing in this First Leasehold Deed of Trust, the Notes or in any other agreement between Grantor and Beneficiary shall require Grantor to pay, or Beneficiary to accept, interest in an amount that would violate applicable law. In the event that the payment of any interest due hereunder or under the Notes or any such other agreement would violate applicable law, then *ipso facto* the obligation of Grantor to make such payment shall be reduced to the highest rate authorized under applicable law.

33. Governing Law. This First Leasehold Deed of Trust and all matters relating or pertaining to this First Leasehold Deed of Trust shall be governed, construed and enforced by

{00116117;5 2830546.000067}First Leasehold Deed of Trust from Blue Mountain Biogas, LLC

and under the laws of the State of Tennessee, applicable to contacts made and performed in Tennessee and the applicable law of the United States of America, except that at all times, the provisions for creation, perfection, priority, enforcement and foreclosure of the lien and security interest created hereunder shall be governed by and construed according to the laws of the State of Utah, it being fully understood that, to the fullest extent permitted by the laws of such State, the law of the State of Tennessee shall govern the validity and enforceability of all Loan Documents and the debt or obligations arising hereunder.

34. Grantor's Representations and Warranties. Grantor represents and warrants that it is lawfully seized of a leasehold interest in the Land, that it has good right, full power and lawful authority to make the conveyances made herein, and that it will warrant and forever defend the title thereto against the lawful claims of any and all persons whomsoever; and Grantor represents and warrants that the Land is free and clear of all taxes, liens, and encumbrances whatsoever except as appear in Schedule B hereto.

35. Security Agreement. It is the intention of the parties hereto that this instrument shall constitute a Security Agreement within the meaning of the Uniform Commercial Code with respect to the Equipment, and that a security interest shall attach thereto for the benefit of Beneficiary to secure the sums secured by this First Leasehold Deed of Trust and all other sums and charges which may become due hereunder. Grantor hereby authorizes Beneficiary to file financing and continuation statements with respect to the Equipment in which Grantor has a mortgageable interest, without the signature of Grantor whenever lawful and, upon request, Grantor shall promptly execute financing and continuation statements in form satisfactory to Beneficiary to further evidence and secure Beneficiary's interest in the Equipment, and shall pay all filing fees in connection therewith. In the event of default under this First Leasehold Deed of Trust, Beneficiary, pursuant to Section 9-501(4) of the Uniform Commercial Code, as said Section is currently constituted or may be hereafter amended, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect of the real property, in which event the default provisions of the Uniform Commercial Code shall not apply.

36. Counterparts. This First Leasehold Deed of Trust may be executed by the parties hereto on any number of separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, Grantor has caused this First Leasehold Deed of Trust to be signed in its name.

BLUE MOUNTAIN BIOGAS, LLC


By: 
Name: Paul Stephan, Its Manager

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

{00116117:5 2830546.000067}First Leasehold Deed of Trust from Blue Mountain Biogas, LLC

STATE OF UTAH)
COUNTY OF Utah)

On the 10 day of July, 2012, before me, the undersigned, personally appeared Paul Stephan, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Manager of **Blue Mountain Biogas, LLC**, that by his signature(s) on the instrument executed the instrument and that such individual made such appearance before the undersigned in Provo, County of Utah, and State of Utah.


Notary Public



First Leasehold Deed of Trust, by Grantor **Blue Mountain Biogas, LLC**, Trustee **Security Title Company of Beaver County, Utah**, and Beneficiary **Caterpillar Financial Services Corporation**

Agreed and Accepted in its Role as Trustee;

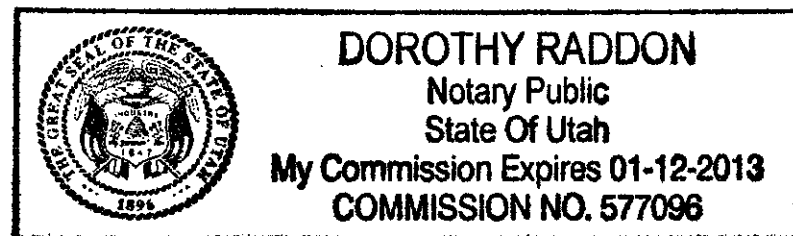
Security Title Company of Beaver County, Utah

By: Michael F. Dutton

STATE OF UTAH)
COUNTY OF Beaver)

On the 6th day of July, 2012, before me, the undersigned, personally appeared Michael F. Dutton, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of **Security Title Company of Beaver County, Utah**, that by his/her signature(s) on the instrument executed the instrument and that such individual made such appearance before the undersigned in Beaver, County of Beaver, and State of Utah.

Dorothy Raddon
Notary Public



First Leasehold Deed of Trust, by Grantor **Blue Mountain Biogas, LLC**, Trustee **Security Title Company of Beaver County, Utah**, and Beneficiary **Caterpillar Financial Services Corporation**

Agreed and Accepted as Beneficiary:

Caterpillar Financial Services Corporation

By: RSF
Roger Scott Freistat
Credit Manager

STATE OF TENNESSEE)
COUNTY OF _____)

Roger Scott Freistat On the 9th day of July, 2012, before me, the undersigned, personally appeared Roger Scott Freistat, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Credit Manager of Caterpillar Financial Services Corporation that by his/her signature(s) on the instrument executed the instrument and that such individual made such appearance before the undersigned in TN, County of Davidson and State of ~~Utah~~.

gms
Notary Public
Ginger Stitt
Ginger Stitt
CATERPILLAR FINANCIAL
SERVICES CORPORATION
Transaction Coordinator
Cat Power Finance

My Commission Expires MAR. 3, 2015



Exhibit 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°03'02" W 50.00 FEET TO THE POINT OF BEGINNING.

BLUE MOUNTAIN LEASE PARCEL:

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 CONTAINING 22.957 ACRES.

Beaver County, Utah

EXHIBIT A is continued on following page

EASEMENT DESCRIPTIONS EXHIBIT

50' WIDE UTILITY EASEMENTS BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

SITE 1

BEGINNING AT A POINT S 00°02'08" E ALONG THE SECTION LINE 1551.2 FEET AND N 90°00' E 768.6 FEET FROM THE NW CORNER OF SECTION 22, T30S, R13W, SLB & M AND RUNNING THENCE N 90°00' E 586.1 FEET TO POINT "A" BEING THE CENTER OF AN OVERFLOW STRUCTURE; THENCE FROM POINT "A", A LINE RUNS S 00°00' E 26.5 FEET, THENCE S 45°00' W 36.0 FEET, THENCE S 90°00' W 72.1 FEET; THENCE FROM POINT "A" A LINE RUNNING N 90°00' E 33.0 FEET; THENCE S 45°00' E 82.3 FEET; THENCE N 90°00' E 239.8 FEET; THENCE S 45°00' E 1337.4 FEET; THENCE S 00°03' E 1698.3 FEET; THENCE S 45°00' W 28.3 FEET; THENCE S 00°00' E 54.7 FEET; THENCE S 45°00' E 21.1 FEET; THENCE S 00°03' E 1779.6 FEET TO THE NORTH LINE OF THE ALPENTAL LEASE PARCEL AND THE POINT OF ENDING. EXCEPTING THEREFROM THAT PORTION WITHIN THE EAST 1/3 OF SAID SECTION 22.

SITES 2-3

BEGINNING AT A POINT N 00°02'08" W ALONG THE SECTION LINE 893.4 FEET AND N 90°00' E 761.5 FEET FROM THE SW CORNER OF SECTION 22, T30S, R13W, SLB & M AND RUNNING THENCE N 45°00' E 94.3 FEET; THENCE N 00°00' E 21.0 FEET TO POINT "B" BEING THE CENTER OF AN OVERFLOW STRUCTURE; THENCE FROM POINT "B", A LINE RUNS N 45°00' W 94.6 FEET; THENCE FROM POINT "B" RUNNING N 90°00' E 1088.4 FEET TO POINT "C" BEING THE CENTER OF AN OVERFLOW STRUCTURE; THENCE FROM POINT "C" A LINE RUNS S 00°00' E 18.9 FEET, THENCE S 44°44' W 98.1 FEET; THENCE FROM POINT "C" RUNNING N 90°00' E 694.6 FEET TO THE CENTER OF A TRANSFER PIT STRUCTURE AND POINT OF ENDING.

SITE 4

BEGINNING AT A POINT S 00°03'27" E ALONG THE SECTION LINE 962.6 FEET AND N 90°00' E 756.3 FEET FROM THE NW CORNER OF SECTION 27, T30S, R13W, SLB & M AND RUNNING THENCE S 89°11' E 491.7 FEET; THENCE S 45°00' E 34.9 FEET; THENCE N 90°00' E 57.6 FEET TO POINT "D", BEING THE CENTER OF A TRANSFER STRUCTURE; FROM POINT "D" A LINE RUNS S 00°00' W 11.5 FEET, THENCE S 45°00' W 89.6 FEET; THENCE FROM POINT "D" RUNNING N 90°00' E 80.3 FEET; THENCE S 29°22' E 33.4 FEET; THENCE N 90°00' E 320.6 FEET; THENCE N 45°00' E 40.3 FEET; THENCE N 90°00' E 333.1 FEET TO THE WEST LINE OF THE ALPENTAL LEASE PARCEL AND THE POINT OF ENDING.

SITES 5-6-7-8

BEGINNING AT A POINT S 00°03'21" E ALONG THE SECTION LINE 2201.4 FEET AND N 90°00' E 1394.0 FEET FROM THE NW CORNER OF SECTION 23, T30S, R13W, SLB & M AND RUNNING THENCE S 89°36'21" E 823.7 FEET TO POINT "E", BEING THE CENTER OF A DIVERSION BOX STRUCTURE; FROM POINT "E", A LINE RUNS N 90°00' E 1065.2 FEET; THENCE FROM POINT "E" RUNNING S 00°01'50" E 1466.4 FEET; THENCE S 53°10' W 2740.4 FEET; THENCE N 90°00' W 51.7 FEET; THENCE S 68°08'31" W 2306.3 FEET TO THE EAST LINE OF THE ALPENTAL LEASE PARCEL AND THE POINT OF ENDING.

SITES 15-16

BEGINNING AT A POINT S 00°03'40" E ALONG THE SECTION LINE 685.3 FEET AND N 90°00' E 756.9 FEET FROM THE NW CORNER OF SECTION 34, T30S, R13W, SLB & M AND RUNNING THENCE N 90°00' E 132.3 FEET TO POINT "F"; THENCE FROM POINT "F" A LINE RUNS N 44°09' W 177.4 FEET; THENCE FROM POINT "F" RUNNING S 89°09' E 859.7 FEET; THENCE N 79°47' E 403.7 FEET TO POINT "G", BEING THE CENTER OF A TRANSFER PIT STRUCTURE; THENCE FROM POINT "G", A LINE RUNS S 00°00' E 28.3 FEET, THENCE S 45°10" W 111.0 FEET; THENCE FROM POINT "G", RUNNING N 00°01'44" W 3395.4 FEET; THENCE N 45°00' E 934.8 FEET TO THE POINT OF ENDING AT THE SOUTH LINE OF THE ALPENTAL LEASE PARCEL.

15' WIDE UTILITY EASEMENTS BEING 7.5' WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

SITE 6 FIBER LINE

BEGINNING AT A POINT N 89°53'12" E ALONG THE SECTION LINE 2050.1 FEET AND S 00°00' E 2003.8 FEET FROM THE NW CORNER OF SECTION 23, T30S, R13W, SLB & M (SAID POINT BEING EXISTING ROCKY MOUNTAIN POWER POLE #234601) AND RUNNING THENCE S 00°00' E 181.2 FEET TO THE 5-6-7-8 EASEMENT DESCRIBED HERETOFORE.

BROWN POWER LINE

BEGINNING AT A POINT S 00°03'27" E ALONG THE SECTION LINE 1188.6 FEET AND N 90°00' E 68.1 FEET FROM THE NW CORNER OF SECTION 27, T30S, R13W, SLB & M (SAID POINT BEING 7.5 FEET WEST OF ROCKY MOUNTAIN POWER COMPANY POLE #270700) AND RUNNING THENCE N 90°00' E 2041.0 FEET TO THE WEST LINE OF THE ALPENTAL ENERGY LEASE PARCEL AND THE POINT OF ENDING.

GREEN POWER LINE

BEGINNING AT A POINT S 00°03'27" E ALONG THE SECTION LINE 1084.2 FEET AND N 90°00' E 68.2 FEET FROM THE NW CORNER OF SECTION 27, T30S, R13W, SLB & M AND RUNNING THENCE N 90°00' E 2040.9 FEET TO THE WEST LINE OF THE ALPENTAL ENERGY LEASE PARCEL AND THE POINT OF ENDING.

Exhibit B: Outstanding Liens, Taxes and Encumbrances

[NONE]

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