

Exhibit G

Infrastructure Installation and Maintenance

This exhibit regards fueling sites for vehicles, including terms and conditions under which Contractor may install infrastructure at sites within the Commonwealth, as may be agreed upon by both the Commonwealth and Contractor, for natural gas fueling infrastructure on land owned by the Commonwealth or other Public Bodies. For the avoidance of doubt, this exhibit shall in no way apply to restrict Contractor from building natural gas infrastructure for any person or entity that is not a Public Body. It is expressly understood that Contractor has the right to decline to install infrastructure at any site proposed by the Commonwealth if Contractor determines that the potential use of the facility would not be at a level that would make the site profitable to Contractor.

A. Contractor's Sites

1. At the time of this final executed Agreement, Contractor has natural gas fueling locations under construction. The Commonwealth shall not be responsible for any component of construction, maintenance, operation, financing, or any other matter related to the Contractor's fueling sites currently in design, under construction or future sites being planned. The Contractor's Natural Gas Infrastructure plan as proposed in its Conceptual and Detailed proposals shall serve as the basis for building, maintaining and operating the Contractor's fuel sites.
2. The Contractor's public access natural gas fueling sites shall be available to Public Bodies.
3. Subject to a force majeure event or as otherwise specified in the applicable agreement with the Public Body, the Contractor shall be responsible to ensure that natural gas is continuously, without interruption, available to such Public Body.
4. The Contractor proposed multiple fuel infrastructure sites in its conceptual proposal attached hereto as Exhibit B of this Comprehensive Agreement. In addition to the proposed locations, the Contractor will work with Public Bodies to identify additional fuel infrastructure locations to meet infrastructure needs of Public Bodies purchasing services under this Comprehensive Agreement. The Contractor's target gasoline gallon equivalent ("GGE") of natural gas purchase volume required to support a natural gas fuel infrastructure site is 180,000 GGEs per year.

II. Infrastructure Installed on Commonwealth Sites

To the extent the Commonwealth desires for Contractor to construct a natural gas fueling station on land owned by the Commonwealth, the parties shall enter into a mutually agreeable written modification to this Agreement for the construction, maintenance and/or operation of the natural gas fueling station(s). The modification will include the following terms and conditions, at a minimum:

1. In accordance with Va. Code Sec. 56-575.6, Contractor shall notify the respective affected local jurisdictions by furnishing a copy of the proposed license or lease, as applicable, to the respective affected local jurisdictions. The affected local jurisdiction shall have sixty days to submit to the Department any written comments it may have on the proposed license or lease, and indicate whether the facility is compatible with the local comprehensive plan, local infrastructure development plans, the capital improvements budget or other government spending plan. Such comments shall be given consideration by the Department prior to entering into a lease.
2. Fuel may be purchased at the site by Public Bodies and the General Public.
3. Contractor shall provide training at no cost to Public Bodies on the use of the infrastructure, in accordance with Exhibits B and C to the Agreement (the Contractor's conceptual and detailed proposals).
4. Subject to a force majeure event or as otherwise specified in the applicable agreement with the Public Body, the Contractor shall be responsible to ensure that natural gas is continuously available at the stations constructed by Contractor on the Commonwealth's land, without interruption.
5. Contractor shall be responsible for all required maintenance and operations costs associated with the site.
6. Contractor shall be responsible for compliance with all laws and regulations applicable to the businesses in which it engages and the impact of those business on employees and the General Public.
7. Contractor shall be responsible for and shall hold the Commonwealth harmless for any and all environmental contamination, or liability arising from Contractor's handling or mishandling of any legally regulated environmental substance ; provided, however, in no event shall Contractor be legally or financially responsible for preexisting environmental contamination or substances that migrate onto the Commonwealth's property.

8. Contractor shall be responsible for and shall hold Commonwealth harmless from and against any liability arising from any design, installation, maintenance and operation of the facilities and equipment by Contractor on Commonwealth property.
9. Contractor shall be responsible for and shall hold Commonwealth harmless from and against any claims related to the actions of Contractor, its officers, agents, employees and invitees.
10. Upon termination or expiration of the agreement for a particular station, Contractor shall remove all of its equipment, except for utility lines which shall be capped, in accordance with applicable law, and left in place, and leave the property in as good a condition as it was in at the beginning of the license, normal wear and tear expected.
11. The Contractor may provide a temporary natural gas fueling solution to the Commonwealth as mutually agreed to in a written modification to this Agreement. An IMW Mobile CNG Fueling Station is available for temporary “start-up” use at select locations. The cost of these units is \$10,000 per month for the equipment and maintenance for a maximum term of 12 months, unless otherwise agreed to by the parties. Additional costs to be charged include: freight, installation, utilities connections, utilities (gas and electric), back-up electric generator (if required), and removal.

C. Infrastructure Installed on Public Body sites

Public Bodies are encouraged to identify opportunities for Contractor to install additional sites on property owned by the Public Body. Where potential sites are identified, Public Bodies may seek written approval of the Department to negotiate an agreement with the Contractor. Any such agreements shall contain the following terms, at a minimum:

1. Contractor shall notify the Department in advance, in writing, prior to entering into any negotiations with a Public Body. Prior to executing any agreement, Contractor must receive approval of the Department, which approval will not be unreasonably withheld.
2. Contractor must indicate that the fueling site will be made available to the Commonwealth and other Public Bodies for refueling purposes. Further, Contractor must indicate whether the site will be accessible by the General Public.

3. If there are any affected local jurisdictions which will not be involved in the negotiations, Contractor shall provide the proposed agreement to those jurisdictions, as required in Va. Code 56-575.6. The affected local jurisdiction shall have sixty days to submit to the Public Body any written comments it may have on the proposed agreement, and indicate whether the facility is compatible with the local comprehensive plan, local infrastructure development plans, the capital improvements budget or other government spending plan. Such comments shall be given consideration by the negotiating Public Body prior to entering into any agreement for construction of the site.
4. The Public Body shall comply with any other procedures or notice requirements it may have regarding agreements of the nature proposed hereunder.
5. The agreement shall have the following terms, at a minimum:
 - (a) Contractor will provide training at no cost to Public Bodies on the use of the infrastructure, in accordance with Exhibits B and C to the Comprehensive Agreement (the Contractor's conceptual and detailed proposals).
 - (b) Subject to a force majeure event or as otherwise specified in the applicable agreement with the Public Body, Contractor shall be responsible to ensure the proper level of natural gas is continuously, without interruption, available to such purchasing Public Bodies and the General Public as needed.
 - (c) Contractor shall be responsible for all required maintenance and operations costs associated with the site.
 - (d) Contractor shall be responsible for compliance with all laws and regulations applicable to the businesses in which it engages and the impact of those business on employees and the General Public.
 - (e) Contractor shall be responsible for and shall hold the Public Body harmless for any and all environmental contamination, or liability arising from Contractor's negligence; provided, however, in no event shall Contractor be legally or financially responsible for preexisting environmental contamination or substances that migrate onto the Public Body's property.
 - (f) Contractor shall be responsible for and shall hold the Public Body harmless from and against any liability arising from the design, installation, and maintenance and operation of its facilities and equipment on any of the Public Body's property.
 - (g) Contractor shall be responsible for and shall hold the Public Body harmless from and against any claims related to the actions of Contractor, its officers, agents, employees and invitees.

- (h) Purchases shall be made using the Contractor's automated fueling system. Contractor will provide the Department with fuel usage data. The Contractor shall not be responsible for any software and/or hardware maintenance, upgrade, fixes, or any other aspects related to the Public Body's or Commonwealth's fuel management system.
- (i) The Contractor may provide a temporary natural gas fueling solution to Public Bodies as mutually agreed to in a written modification to this Agreement. An IMW Mobile CNG Fueling Station is available for temporary "start-up" use at select locations. The cost of these units is \$10,000 per month for the equipment and maintenance for a maximum term of 12 months, unless otherwise agreed to by the parties. Additional costs to be charged include: freight, installation, utilities connections, utilities (gas and electric), back-up electric generator (if required), and removal.