FORM 8-K

Current report filing

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FILER

RENOVARE ENVIRONMENTAL, INC.

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Mailing Address	Business Address
80 RED SCHOOLHOUSE ROAD	*80 RED SCHOOLHOUSE ROAD*
SUITE 101	*SUITE 101*
CHESTNUT RIDGE NY 10977	*CHESTNUT RIDGE NY 10977*
	845-262-1081

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): December 30, 2022

RENOVARE ENVIRONMENTAL, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	001-36843	46-2336496
(State of Organization)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

80 Red Schoolhouse Road, Suite 101, Chestnut Ridge, NY 10977
(Address of principal executive offices)

Registrant's telephone number, including area code: 845-262-1081

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.0001 par value per share	RENO	OTC Markets

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Material Contracts

Disposal of Assets

On January 5, 2023, Renovare Environmental, Inc., a Delaware corporation ("Registrant") and its wholly-owned subsidiary BioHiTech America, LLC ("BHT" and, together with Registrant, the "Companies"), consummated the transactions contemplated by the Asset Purchase Agreement dated as of December 30, 2022 (the "Purchase Agreement") among TraQiQ, Inc. a California corporation (the "Acquiror") and the Companies, pursuant to which the Companies sold and assigned to the Acquiror, and the Acquiror (a) purchased and assumed from the Companies, certain United States assets related to the Companies' business of (i) offering aerobic digestion technology solutions for the disposal of food waste at the point of generation and (ii) data analytics with respect to food waste (collectively, the "US Digester Business") and (b) assumed certain specified liabilities of the Companies, including, but not limited to, indebtedness in an amount equal to $3,017,089.85 (the "Michaelson Debt") owed to Michaelson Capital Special Finance Fund II, L.P. ("Michaelson").

In exchange for the assets of the Digester Business, the Acquiror (a) paid the Companies an amount equal to $150,000 (the "Cash Consideration") and (b) issued to the Registrant (i) 1,250,000 shares of the Acquiror's Series B Preferred Stock, par value $0.0001 (the "Series B Preferred Stock"), and (ii) 15,686,926 shares of the Acquiror's common stock, par value $0.0001 (the "Common Stock"), a portion of which is being held in escrow to provide against claims asserted with respect to any breach of any representation, warranty, covenant or condition by the Companies. The Purchase Agreement contained standard representations and warranties by the Companies and the Acquiror which, except for fundamental representations, remain in effect for twelve months following the closing date. 1,568,693 shares of the Common Stock portion of the closing consideration were placed into escrow, the release of which is contingent upon a mutual agreement of the parties or January 4, 2024 or if a claim is pending, a final non-appealable order of any court of competent jurisdiction.

Additional agreements ancillary to the asset acquisition were also executed, including but not limited to a bill of sale, assignment and assumption agreement, an escrow agreement and a domain name assignment agreement.

The Companies also agreed that, for a period of five years from closing date, the Sellers would not engage in a business that competes with the Digester Business.

Assumption Agreement

In connection with the Acquiror's assumption of the Michaelson Debt, pursuant to the Purchase Agreement, Michaelson, the Acquiror, the Companies, BHT Financial, LLC ("BHTF"), BioHiTech Europe, PLC ("BHTE"), E.N.A. Renewables ("ENA") and New Windsor Resource Recovery ("NWRR"), each wholly subsidiaries of the Registrant (together with the Sellers, BHTF, BHTE, ENA and NWRR, the "Renovare Companies") entered into an Assumption Agreement dated as of December 30, 2022 (the "Assumption Agreement"), pursuant to which the Acquiror assumed all of the obligations and liabilities with respect to the Michaelson Debt.

Guaranty and Suretyship Agreement

In connection with the Acquiror's assumption of the Michaelson Debt, the Renovare Companies entered into a Guaranty and Suretyship Agreement on December 30, 2022 (the "Guarantee Agreement") whereby the Renovare Companies guaranteed the obligations under the Assumption Agreement and an underlying note between the Acquiror and Michaelson.

Amended and Restated Security Agreement

In connection with the Renovare Companies Guarantee Agreement with Michaelson, on December 30, 2022, the Renovare Companies entered into an amended and restated security agreement on December 30, 2022 (the "Security Agreement") which provides all of the assets of the Renovare Companies as collateral for the obligations of the Michaelson Debt.

Item 2.01 Completion of Acquisition or Disposition of Assets

The disclosures set forth in Item 1.01 are hereby incorporated by reference into this Item 2.01.

The foregoing does not constitute a complete summary of the terms of the transactions contemplated thereby, and reference is made to the disclosures contained in Item 1.01 hereof and the complete text of the Purchase Agreement filed as Exhibit 10.1 to this Current Report on Form 8-K, which are incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of Registrant

The disclosures set forth in Item 1.01 are hereby incorporated by reference into this Item 2.03.

In connection with the sale of the assets of the Companies, as described under Item 1.01 of this Current Report on Form 8-K, the Registrant and certain of its subsidiaries (Renovare Companies) entered into an Assumption Agreement dated as of December 30, 2022 pursuant to which the Acquiror assumed all of the obligations and liabilities with respect to the Michaelson Debt. In addition, the Renovare Companies entered into a Guarantee Agreement and also a Security Agreement relating thereto on December 30, 2022.

The foregoing does not constitute a complete summary of the terms of the transactions contemplated thereby, and reference is made to the disclosures contained in Item 1.01 hereof and the complete text of the Assumption Agreement filed as Exhibit 10.2, the Guarantee Agreement filed as Exhibit 10.3 and the Security Agreement files as Exhibit 10.4 to this Current Report on Form 8-K, which are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

See Exhibit Index below, which is incorporated by reference below.

Exhibit No.	Description
10.1	Asset Purchase Agreement, dated as of December 30, 2022, by and among TraQiQ, Inc., Renovare Environmental, Inc. and BioHiTech America, LLC
10.2	Assumption Agreement, dated December 30, 2022, by and among, TraQiQ, Inc. and Michaelson Capital Special Purpose Finance Fund II, L.P. acknowledged and agreed to by Renovare Environmental, Inc. and certain wholly owned subsidiaries
10.3	Guaranty and Suretyship Agreement, dated December 30, 2022, by and among Renovare Environmental, Inc. and certain wholly owned subsidiaries and Michaelson Capital Special Finance Funds II, L.P.
10.4	Amended and Restated Security Agreement, dated December 30, 2022, by and among Renovare Environmental, Inc. and certain wholly owned subsidiaries and Michaelson Capital Special Finance Funds II, L.P.
104	Cover Page Interactive Data File (Embedded within the Inline XBRL document and included in Exhibit)

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 9, 2023

RENOVARE ENVIRNMENTAL, INC.

By: /s/ Brian C. Essman
Name: Brian C. Essman
Title: Chief Financial Officer

Exhibit 10.1

ASSET PURCHASE AGREEMENT

by and among

Renovare Environmental, Inc.,

BioHi Tech America, LLC

and

TraQiQ, Inc.

This ASSET PURCHASE AGREEMENT (this "**Agreement**") is made as of December 30, 2022, by and among Renovare Environmental, Inc., a Delaware corporation ("**Renovare**") , BioHiTech America, LLC, a Delaware limited liability company (together, with Renovare, the "**Sellers**") on the one hand, and TraQiQ, Inc., a California corporation ("**Buyer**" and, together with Sellers, the "**Parties**" and, each individually, a "**Party**").

WHEREAS, Sellers are engaged in the Digester Business and own a portion of the assets related thereto; and

WHEREAS, Sellers desire to sell, and Buyer desires to purchase, substantially all of the assets of Sellers relating to the Digester Business (but which do not relate to any other business of any Seller), upon the terms and subject to the conditions herein provided.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I
DEFINED TERMS

1.1 Defined Terms. The following terms shall have the following meanings in this Agreement:

"**Actions**" means any claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity.

"**Affiliate**" means, with respect to any particular Person, any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

"**Assignment and Assumption Agreement**" means the assignment and assumption agreement, dated as of the date hereof, by and among the Sellers and the Buyer, in form reasonably satisfactory to Sellers and Buyer.

"**Bill of Sale**" means the bill of sale, dated as of the date hereof, by and among the Sellers and the Buyer, in form reasonably satisfactory to Sellers and Buyer.

"**Business Products**" means all products and services manufactured, provided, marketed, or sold by or on behalf of the Digester Business, including any products or services under development.

"**Buyer**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Buyer Common Stock**" means the common stock of Buyer, par value $0.0001

"**Buyer Fundamental Representations**" means the representations and warranties set forth in Sections 5.1 (Organization and Authority), 5.2 (No Conflicts or Consents), and 5.6 (Brokers).

"**Buyer Indemnified Parties**" has the meaning set forth in Section 7.2(a).

"**Buyer Preferred Stock**" means 1,280,900 shares of the Series B Preferred Stock of Buyer, par value $0.0001.

"**Cap**" has the meaning set forth in Section 7.2(k).

"**Cash Payment**" has the meaning set forth in Section 2.5.

"**Claims**" has the meaning set forth in Section 7.2(j).

"**Closing**" has the meaning set forth in Section 3.1.

"**Closing Date**" has the meaning set forth in Section 3.1.

"**Closing Common Stock**" means 14,118,233 shares of the Buyer Common Stock.

"**Closing Stock**" means, the aggregate amount of Closing Common Stock and the Buyer Preferred Stock, each as issued to Renovare at the Closing.

"Closing Payment" means the Cash Payment**,** the Closing Stock and the Escrow Expenses.

"**Contract**" means any agreement, contract, purchase order, franchise agreement, undertaking, license, instrument, obligation or commitment, whether oral or written, which relates to the Business and/or the Acquired Assets and to which the Seller is a party or by which the Seller or any of the Acquired Assets is bound.

"**Damages**" has the meaning set forth in Section 7.2(a).

"**Digester Business**" means, solely to the extent related to the property and assets owned by the Sellers, (a) the business of offering aerobic digestion technology solution for the disposal of food waste at the point of generation, a solution that converts food waste to a liquid that is safely discharged through any standard sewer line, while reducing costs, improving operations, and minimizing negative environmental impacts and (b) the BioHiTech Cloud Platform, which provides data analytics and accurate real-time information to eliminate the uncertainty about where food waste occurs, how much is being wasted and its associated value.

"**Disclosure Schedules**" means the schedules delivered by Sellers to Buyer as of the date hereof which set forth the exceptions to the representations and warranties contained in Article IV**,** hereof and certain other information called for by this Agreement. Unless otherwise specified, each reference in this Agreement to any schedule designated by a letter or number is a reference to the schedule designated by such letter or number which is included in the Disclosure Schedule.

"**Encumbrance**" means any charge, claim, pledge, equitable interest, lien, security interest, restriction of any kind, or other encumbrance.

"**Escrow Agent**" means Equity Stock Transfer LLC.

"**Escrow Agreement**" means the escrow agreement, dated as of the date hereof, by and among the Sellers, the Buyer and the Escrow Agent.

"**Escrow Expenses**" means the fees owed to the Escrow Agent at Closing, pursuant to the Escrow Agreement.

"**Escrow Stock**" means 1,568,693 shares of Buyer Common Stock.

"**Excluded Liabilities**" has the meaning set forth in Section 2.4.

"**Fundamental Representations**" means the Buyer Fundamental Representations and the Seller Fundamental Representations.

"**GAAP**" means generally accepted accounting principles in the United States.

"**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 arbitrator, court, or tribunal of competent jurisdiction.

"**Intellectual Property**" means all statutory, common law and registered patents, all copyrights, all trademarks, all service names, all service marks and all trade names (including any Intellectual Property Registration), and all trade secrets, designs, logos, and other intangible rights and interests owned by the Sellers, in each case that are used or useful in connection with the Digester Business, including the name "BioHiTech" (and all translations, adaptations, derivations and combinations of the foregoing and all logos related to the foregoing), and all associated goodwill, including, without limitation, all intellectual property listed on Schedule 4.10 and the following:

(a) United States Letters Patent and patents granted in any other jurisdiction anywhere in the world, reissues, divisions, continuations, continuations-in-part, reexaminations, renewals and substitutes thereof, foreign counterparts of the foregoing, term restorations or other extensions of the term of any issued or granted patents anywhere in the world and extensions of the monopoly right covering a product or service previously covered by any issued or granted patent anywhere in the world for the limited purpose of extending the holder's exclusive right to make, use or sell a particular product or service covered by such patent (such as supplemental protection certificates or the like);

(b) product or service names, brands, logos and other distinctive identifications used in commerce, whether in connection with products or services, and the goodwill associated with any of the foregoing;

(c) original works of authorship, derivative works and other copyrightable works of any nature, and fixations of any of the foregoing;

(d) software, databases and fixations thereof;

(e) uniform resource locators, website addresses, domain names, website content and all fixations thereof;

(f) Proprietary Information; and

(g) any other intangible property similar to any of the above.

"**Law**" means any provision of any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, or rule of law of any Governmental Authority.

"**Lockup Agreement**" means the lockup agreement, dated as of the date hereof, in a form reasonably satisfactory to Buyer and Sellers with respect to the Closing Stock.

"**Notice**" has the meaning set forth in Section 7.2(j).

"**Open Claim**" has the meaning set forth in Section 6.8.

"**Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any Governmental Authority.

"**Party**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Permits**" has the meaning set forth in Section 2.1(h).

"**Person**" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"**Premises**" means the premises commonly known as 80 Red Schoolhouse Road, Chestnut Ridge, New York 10977.

"**Proprietary Information**" shall mean technical, commercial, marketing and other information, data and material of the kind which is or can be used in the operation of a business and which is normally considered to be confidential or proprietary in nature including, but not limited to, any algorithm; procedure; idea; concept; strategic, business and other plan; research; invention or invention disclosure (whether patentable or unpatentable); test, engineering and technical data and materials, know-how, show-how or methodology; trade secret, process, design, formula, or other information or data which has not entered the public domain, and all records or fixations including, but not limited to, laboratory notes, source code and software documentation. The term "Proprietary Information" shall also include the terms and provisions of this Agreement and any other material information relating to this Agreement or the transactions contemplated hereunder.

"**Purchase Price**" has the meaning set forth in Section 2.5.

"**Purchased Assets**" has the meaning set forth in Section 2.1.

"**Purchased Contracts**" has the meaning set forth in Section 2.1(c).

"**Recall**" has the meaning set forth in Section 4.8(b).

"**Renovare**" means Renovare Environmental, Inc., a Delaware corporation.

"**Seller Fundamental representations**" means the representations and warranties set forth in Sections 4.1 (Organization and Authority), 4.2 (No Conflicts or Consents), 4.3 (Title), 4.11 (Taxes) and 4.14 (Brokers).

"**Seller Indemnified Parties**" has the meaning set forth in Section 7.2(h).

"**Sellers**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Survival Date**" has the meaning set forth in Section 7.1.

"**Tax Return**" means all returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund).

"**Taxes**" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

"**Third Party Claim**" has the meaning set forth in Section 7.2(l).

"**Transfer Taxes**" has the meaning set forth in Section 2.8.

"**Transaction Documents**" means this Agreement, all schedules hereto and any other documents or agreements executed in connection with the transactions contemplated pursuant to this Agreement.

ARTICLE II
PURCHASE AND SALE

2.1 Purchased Assets. Subject to the terms and conditions set forth in this Agreement, Buyer hereby agrees to purchase from Sellers, and Sellers hereby agree to sell, convey, assign, transfer and deliver to Buyer, all of Sellers' right, title and interest on the Closing Date in and to the tangible and intangible assets, properties and rights of every kind and nature and wherever located (other than the Excluded Assets) owned by the Sellers and relating to the operation of the Digester Business (collectively, the "**Purchased Assets**"), which shall include, without limitation:

(a) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories, used or usable by the Business as of the Closing Date, and all assignable or transferable associated warranties and service agreements or rights related thereto;

(b) all goodwill of the Digester Business;

(c) the customer Contracts, vendor Contracts, supplier Contracts, technology license agreements, and other Contracts of any kind used in operating the Digester Business as set forth on Schedule 2.1(c) (collectively, the "**Purchased Contracts**");

(d) all general intangibles used in the Digester Business including, without limitation, transferable warranties, and all Intellectual Property;

(e) the software (including source code and object code), databases and technology used in operating the Digester Business and all related technology, database scheme and transactional code, trade secrets, know-how, formulae, data, specifications, protocols, drawings, designs and all other confidential, non-confidential, or proprietary information related to the operation of the Digester Business, in each of the foregoing cases as listed on Schedule 2.1(e) hereto ;

(f) the current and active records, files and papers of Sellers pertaining to the Purchased Assets and the Digester Business, including all current and active customer and client lists;

(g) the prepaid and deferred items or credits and deposits, rights of offset and credits and claims for refund generated or incurred by or in connection with the operation of the Digester Business prior to the Closing Date listed on Schedule 2.1(g); and

(h) the permits and licenses solely relating to the operation of the Digester Business listed on Schedule 2.1(h) (the "**Permits**") and only to the extent transferrable in accordance with applicable Law.

2.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, no assets used or useful by any Seller in its business other than the operation of the Digester Business and enumerated in Section 2.1 are being sold or transferred. Without limiting the foregoing, the following assets are not being transferred to or purchased by Buyer:

(a) any right, title and interest of any Seller in all real property and any leasehold and similar interests in real property leased from third parties by any Seller and any right, title and interest of Seller in and to all improvements, fixtures, easements, right of ways, licenses and other interests thereon;

(b) all minute books, corporate books and records and corporate seals of the Sellers;

(c) any permits related to the operation of the businesses of the Sellers other than the Digester Business, whether or not used or useful in connection with the operation of the Digester Business, and permits not lawfully transferable;

(d) all cash and cash equivalents on hand or in banks or other depositories; and

(e) for the avoidance of doubt, the assets related to the Digester Business that are owned by BHT Financial, LLC.

2.3 Assumed Liabilities. At the Closing, Buyer shall assume the following liabilities and obligations that are related to the Purchased Assets and the operation of the Digester Business (collectively, the "**Assumed Liabilities**"):

(a) the indebtedness of an amount equal to $3,017,089.85 owed by Sellers to Michaelson Capital Special Finance Fund II, L.P.;

(b) the liabilities relating to the trade payables set forth on Schedule 2.3(b) (the "**Trade Payables**");

(c) all obligations arising under Purchased Contracts after the Closing Date (including the costs relating to obtaining the necessary consents in connection with the transactions contemplated by this Agreement);

(d) the trades payable in existence at the Closing Date and arising out of the operation of the Digester Business prior to the Closing Date as listed on Schedule 2.3(d) (the "**Trades Payable**"); and

(e) all liabilities arising out of or related to operation of the Digester Business after the Closing Date.

2.4 Excluded Liabilities**.** Except as otherwise expressly provided in Section 2.3, Buyer does not, and shall not, assume any liabilities or obligations of any Seller of any kind or nature, known or unknown, matured or unmatured, absolute, contingent or otherwise (such excluded liabilities collectively, the "**Excluded Liabilities**").

2.5 Purchase Price. In consideration of the transfer of the Purchased Assets as provided herein, Buyer shall, on the Closing Date, (a) assume the Assumed Liabilities, (b) pay a cash amount equal to $150,000 (the "**Cash Payment**"), (c) issue the Closing Stock, and (d) deposit the Escrow Stock (collectively, the "**Purchase Price**").

2.6 Payment of Closing Payment. The Closing Payment shall be paid on the Closing Date, as follows:

(a) an amount equal to the sum of the Cash Payment *minus* fifty percent (50%) of the Escrow Expenses shall be paid to the Sellers by wire transfer of immediately available funds in accordance with the allocation and wire instructions provided in writing by the Sellers;

(b) the Closing Stock shall be issued by Buyer's letter of authorization to its transfer agent on the Closing Date;

(c) an amount equal to the Escrow Payment shall be paid to the Escrow Agent, in accordance with the Escrow Agreement; and

(d) the Escrow Stock shall be deposited in accordance with the Escrow Agreement.

2.7 Allocation of Purchase Price. The allocation of the Purchase Price paid by Buyer shall be as set forth in Schedule 2.7. Neither Buyer nor Seller will take a position on any income, transfer or gains tax return before any governmental authority charged with the collection of any such tax or in any judicial proceeding that is in any manner inconsistent with the terms of any such allocation. Each Party agrees to report the transaction contemplated by this Agreement to the Internal Revenue Service as required by Section 1060 of the Internal Revenue Code of 1986, as amended.

2.8 Sales Taxes. Seller shall be responsible for the payment of the sales, use, transfer and other similar Taxes and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) imposed in connection with the transactions contemplated herein (collectively, "**Transfer Taxes**") regardless for who is liable for such Transfer Taxes under applicable Laws.

ARTICLE III
CLOSING AND CLOSING DELIVERABLES

3.1 The Closing. The closing of the transactions contemplated hereby (the "**Closing**") will take place remotely via the electronic or other exchange of documents and signature pages at 12:01a.m. Eastern Standard Time on the date hereof, or at such other time and date as shall be mutually agreed by the Parties (the "**Closing Date**").

3.2 Seller Deliverables. At the Closing, the Sellers shall deliver, or shall have delivered, to Buyer the following, in form and substance reasonably satisfactory to Buyer:

(a) the Bill of Sale, duly executed by Sellers;

(b) the Assignment and Assumption Agreement, duly executed by Sellers;

(c) the Escrow Agreement, duly executed by Sellers;

(d) a domain name assignment agreement, in a form reasonably satisfactory to Buyer, to transfer the domain names and websites used in connection with the Digester Business, set forth on Schedule 3.2(d) from Sellers to Buyer;

(e) assignment agreements sufficient for filing with the U.S. Patent and Trademark Office to record the transfer of the intellectual property rights owned by Sellers relating to the Digester Business; and

(f) certificates of an officer of each Seller, dated as of the Closing Date, certifying that: (i) attached thereto are true and complete copies of all resolutions of the board of directors or board of managers, as applicable, of such Seller authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that such resolutions are in full force and effect; and (ii) attached thereto is true and complete copies of a certificate of good standing from the Secretary of State of the State of Delaware concerning such Seller.

3.3 Buyer Deliverables. At the Closing, Buyer shall deliver, or shall have delivered, to Sellers the following:

(a) the Bill of Sale, duly executed by Buyer;

(b) the Assignment and Assumption Agreement, duly executed by Buyer;

(c) the Escrow Agreement, duly executed by Buyer and the Escrow Agent;

(d) duly executed stock powers with respect to the Escrow Stock

(e) the Lockup Agreement, duly executed by each of Evergreen Capital Management LLC and Ajay Sikka and his Affiliates; and

(f) a certificate of an officer of Buyer, dated as of the Closing Date, certifying that: (i) attached thereto are true and complete copies of all resolutions of the board of directors of Buyer authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that such resolutions are in full force and effect; and (ii) attached thereto is true and complete copies of a certificate of good standing from the Secretary of State of the State of California concerning Buyer.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Sellers jointly and severally represent and warrant to Buyer as follows:

4.1 Organization and Authority. Renovare Environmental, Inc. is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware. BioHiTech America, LLC is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Delaware. Each Seller has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which such Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Sellers of this Agreement and any other Transaction Document to which any Seller is a party, the performance by such Seller of its obligations hereunder and thereunder, and the consummation by such Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate, board, member, and shareholder action on the part of such Seller. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Sellers enforceable against Sellers in accordance with their respective terms.

4.2 No Conflicts or Consents. The execution, delivery, and performance by Sellers of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, certificate of formation, by-laws, operating agreements, or other governing documents of any Seller; (b) violate or conflict with any provision of any Law or Order applicable to Seller, the Digester Business, or the Purchased Assets; (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Order; (d) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel any Contract to which any Seller is a party or by which any Seller or the Digester Business is bound or to which any of the Purchased Assets are subject (including any Purchased Contract); or (e) result in the creation or imposition of any Encumbrance on the Purchased Assets.

4.3 Title. Sellers have, and, upon payment of the Closing Cash Amount and receipt by the applicable parties of the other Consideration, Buyer will have, good and marketable title, or valid licenses to use, all of the Purchased Assets free and clear of any Encumbrances.

4.4 Condition and Sufficiency of Assets. The Purchased Assets are sufficient for the continued conduct of the Digester Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Digester Business as currently conducted. None of the Excluded Assets are material to the Business.

4.5 Trades Payable. The Trades Payable have arisen from bona fide transactions entered into by Sellers in the ordinary course of business consistent with past practice.

4.6 Purchased Contracts. The Purchased Contracts comprise all Contracts used or useful in the operation of the Digester Business, except Contracts entered into in the ordinary course of business that do not involve payments or receipts by Sellers in excess of $1,000 individually or $5,000 in the aggregate. Each Purchased Contract is valid and binding on Seller that is a party thereto in accordance with its terms and is in full force and effect. No Seller nor, to Sellers' knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect, or has provided or received any notice of any intention to terminate, any Purchased Contract. No event or circumstance has occurred that would constitute an event of default under any Purchased Contract or result in a termination thereof. Complete and correct copies of each Purchased Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been provided to Buyer. There are no disputes pending or threatened under any Purchased Contract.

4.7 Permits. The Permits comprise all transferable licenses and permits used or useful in the operation of the Digester Business. Sellers have delivered to Buyer true and complete copies of all Permits. Other than as set forth on Schedule 4.7, the Sellers require no license or permit in addition to the Permits to enable it to carry on the Digester Business as now conducted. All the Permits are in full force and effect and are valid, binding, and enforceable in accordance with their terms. Sellers have full legal power and authority to assign its rights under the Permits to Buyer in accordance with this Agreement, and the assignment of the Permits to Buyer will not affect the validity, enforceability, or continuation of any of the Permits.

4.8 Product Liability; Product Warranty. No Seller has been a party to any Action and, to the knowledge of Sellers, there has not been any notice or threatened Action relating to alleged defects in the Business Products or the failure of any such Business Products to meet the warranty specifications applicable thereto or alleging personal injury, death, or property or economic damages, or seeking injunctive relief in connection with any Business Product, in each case, except for immaterial customer complaints in the

ordinary course of business consistent with past practice. Except as would not be material to the Digester Business, Sellers have been in compliance in all respects with applicable Law regarding advertising and marketing of the Business Products.

(a) Except as would not reasonably be expected to be material to the Digester Business, each Business Product is, and has been at all times developed, manufactured, processed, tested, packaged, labeled, handled, distributed, marketed, promoted, commercialized and sold in compliance in all respects with, and, to the knowledge of Sellers, no condition exists that with notice or lapse of time or both would constitute a default under, (i) Sellers' internal policies, rules and procedures, (ii) Law, (iii) industry standards applicable to the industries in which the Digester Business operates; and (iv) Contracts to which the Digester Business is bound.

(b) Except as would not reasonably be expected to be material to the Digester Business, (i) none of the Digester Business or any Seller has been required by any Governmental Authority, or were required by Law, to make or issue any recall or withdrawal of, or safety alert, suspension, post-sale warning or other similar action (a "**Recall**") with respect to, any Business Product, and no Recalls are in effect or pending or, to the knowledge of any Sellers, contemplated, with respect to any Business Product, (ii) there are not and have not been any defects or deficiencies in any Business Product or any failures of any Business Product to meet applicable manufacturing, quality and/or labeling, standards established by applicable Contracts, Law or internal policies, rules and procedures and (iii) no Business Product has been the subject of any voluntary or involuntary Recall. No Business Product is or has been subject to any epidemic failure.

(c) The Digester Business is, and has been, in compliance in all material respects with Law regarding advertising and marketing of the Business Products. All claims made in advertising, marketing and promotional materials in any media (including labels, catalogs, packaging and websites) relating to the Business Products were in all material respects truthful, non-deceptive and otherwise in compliance with all Law, in each case, at the time such advertising, marketing and promotional materials were used by the Digester Business.

4.9 Financial Statements.

(a) Schedule 4.9(a) contains copies of the following financial statements of Renovare all of which are complete and correct, have been prepared from the books and records of Renovare in accordance with GAAP consistently applied and maintained throughout the periods indicated, accurately reflect the books, records, and accounts of the Renovare, and present fairly the financial condition, assets, liabilities, and results of operation of Renovare as at their respective dates and the results of operations for the periods then ended:

(a) consolidated unaudited balance sheets and statements of income, changes in stockholders' equity, and cash flow as of and for the fiscal years ended December 31, 2020 and 2021; and

(b) unaudited consolidated balance sheets and statements of income as of and for the three (3) months ended March 31, 2022.

(b) Schedule 4.9(b) contains a schedule of quarterly digester revenues and direct costs, including depreciation as well as select digester related assets as of or for the quarters ending from March 31, 2020 through September 30, 2022.

4.10 Intellectual Property. Schedule 4.10 sets forth a true, complete and correct list of all material Intellectual Property used in or necessary for the conduct of the Digester Business. Except as set forth on Schedule 4.10(b), the Sellers are the sole and exclusive owner or licensee of all right, title and interest in and to the Intellectual Property, free and clear of all Encumbrances, and the Digester Business has the valid and exclusive rights to use the Intellectual Property. Except as set forth on Schedule 4.10(c), all items of Intellectual Property are properly registered and/or applied for under applicable law and all such registrations are valid and in force. Except as set forth on Schedule 4.10(d), (i) to the Sellers' knowledge, none of the Intellectual Property is interfered with, infringed upon, conflicted with or otherwise violated by the intellectual property rights of any Person and (ii) none of the Intellectual Property interferes with, infringes upon, conflicts with or otherwise violates the intellectual property rights of any Person. No Seller or any of its Affiliates has any rights to any of the Intellectual Property.

4.11 Taxes. All Taxes due and owing by Sellers have been, or will be, timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of any Seller. All Tax Returns with respect to the Digester Business required to be filed by any Seller for any tax periods prior to Closing have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete, and correct in all respects.

4.12 Legal Proceedings; Governmental Orders.

(a) There are no Actions pending or, to Sellers' knowledge, threatened against or by any Seller: (i) relating to or affecting the Digester Business, the Purchased Assets, or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. Except as set forth on Schedule 4.12(a), no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Orders against, relating to, or affecting the Digester Business or the Purchased Assets.

4.13 Insurance. Schedule 4.13 sets forth a true and complete list of all policies of insurance owned by Sellers that insure any part of the Assets or the Digester Business. All policies of insurance listed in Schedule 4.13(a) are in full force and effect. The insurance policies listed in Schedule 4.13(a) are adequate in amount with respect to, and for the full value (subject to customary deductibles) of the Assets and insure the Assets and the Digester Business against all foreseeable risk. Except as set forth on Schedule 4.13(b), no insurance policy of any Seller has been canceled and no application of any Seller for any insurance policy has been rejected during the past three years.

4.14 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 or any other Transaction Document based upon arrangements made by or on behalf of any Seller.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby warrants and represents to Sellers as follows:

5.1 Organization and Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the Laws of the State of California. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which it is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate, board and shareholder action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

5.2 No Conflicts or Consents. The execution, delivery, and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other governing documents of any Buyer; (b) violate or conflict with any provision of any Law or Order or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Order.

5.3 Capitalization. The Company is authorized to issue 300,000,000 shares of Buyer Common Stock and 2,000,000 shares of Buyer Preferred Stock. As of the date hereof and immediately prior to the Closing, 26,505,239 shares of Buyer Common Stock and 137,613 shares of Buyer Preferred Stock are issued and outstanding. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. The issuance of the Buyer

Stock will not obligate the Buyer to issue shares of any Buyer Stock or any other equity interests to any Person (other than the Seller) and will not result in a right of any holder of Buyer securities to adjust the exercise, conversion, exchange or reset price under any of such equity interests. All of the outstanding shares of capital stock of the Buyer are validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase equity interests of the Buyer. The Closing Stock, the Escrow Stock, in the aggregate, represents seventy-eight percent (78%) of the issued and outstanding equity interests of the Buyer on a fully-diluted basis immediately following the Closing.

5.4 Buyer Accounts Payable. The accounts payable and accrued expenses on the balance sheet of Buyer at Closing that are attributable to its operating subsidiaries and are set forth on Schedule 5.4(a) attached hereto (the "**Assigned Short-Term Liabilities**") and all other accounts payable and accrued expenses of Buyer are set forth on Schedule 5.4(b) attached hereto.

5.5 Legal Proceedings; Governmental Orders. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

5.6 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 or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

ARTICLE VI
COVENANTS AND OTHER AGREEMENTS

6.1 Spin-off. Buyer shall ensure that immediately following the Closing, or as soon as practicable thereafter, Buyer's operating subsidiaries and the underlying businesses, shall be disposed of in such a manner as to ensure that all of the Assigned Short-Term Liabilities set forth on Schedule 5.4(a) will be assumed by entities other than Buyer.

6.2 Employees. To the extent Sellers have employees dedicated solely to the Digester Business, shall terminate such employees effective as the close of business the day before the Closing Date and Sellers shall be responsible without exception for all compensation, Taxes, insurance, accrued sick and vacation days and other benefits and amounts relating to such employees, and Sellers shall indemnify, defend and hold harmless Buyer from any claims made against Buyer with respect to such obligations. Buyer shall not assume or in any way become responsible or liable for any compensation, Taxes, insurance or other benefits and amounts payable by Seller on account of such employees.

6.3 Restrictive Covenants.

(a) For a period of five (5) years after the Closing Date (the "**Restricted Period**"), no Seller shall, directly or indirectly, engage, or be interested in any business or entity that engages, within the United States of America and any other state where Sellers conduct the Digester Business (the "**Territory**"), in any business substantially similar to the Digester Business, it being understood that these covenants not to compete shall not at any time prevent any Seller or any of its Affiliates from maintaining passive investments of no more than 3% of the aggregate equity interests of any publicly-traded entity, that is in direct competition with the Digester Business.

(b) During the Restricted Period, without the prior written consent of Buyer, no Sellers, directly or indirectly shall (x) solicit, or induce any person who is a customer, supplier, lender or lessor of the Digester Business or any other person which has a business relationship with the Digester Business at any time during the Restricted Period to discontinue or reduce the extent of such relationship with Buyer or its Affiliates, (y) induce or attempt to influence any present or future employee, distributor or sales agent of the Digester Business to terminate his, her or its employment or agency relationship with Buyer or its Affiliates or (z) hire or otherwise employ any who was employed by the Buyer or any of its Affiliates at any time during the six (6) month period preceding the date of the solicitation or hiring.

(c) The Sellers hereby expressly represent and warrant that it has or may have knowledge of certain Proprietary Information. The Sellers acknowledge and agree that all such Proprietary Information is confidential and proprietary and that a substantial portion of the Purchase Price is being paid for such Proprietary Information and that it represents a substantial investment having great

economic value to Buyer, and constitutes a substantial part of the value to Buyer of the Digester Business and the Purchased Assets. The Sellers acknowledge and agree that Buyer would be irreparably damaged if any of the Proprietary Information was disclosed to, or used or exploited on behalf of, any Person other than Buyer or any of its Affiliates. Accordingly, the Sellers covenant and agree that it shall not, and it shall use its best efforts to ensure that any other Person acting on its behalf does not, without the prior written consent of Buyer, disclose, use or exploit any such Proprietary Information, for the benefit of any Seller or of any third-party, except that the Sellers may disclose, use or exploit a particular item of Proprietary Information if and to the extent (but only if and to the extent) that such item: (i) is or becomes publicly known or generally known in the industry of the Digester Business through no act of a Seller in violation of this Agreement, or is obtained from a third party that may lawfully disclose such information without breaching any obligation of confidentiality applicable to such third party; (ii) is required to be disclosed to or by Order of a Governmental Authority or a court of law or otherwise as required by law; provided that prior to any such disclosure notice of such requirement of disclosure is provided to Buyer and Buyer is afforded the reasonable opportunity to object to such disclosure; or (iii) has been publicly disclosed by Buyer after the Closing.

(d) If any portion of the restrictions set forth in this Section 5.2 should, for any reason whatsoever, be declared invalid by a court of competent jurisdiction, the validity or enforceability of the remainder of such restrictions shall not thereby be adversely affected. Further, Sellers declare that the territorial and time limitations set forth in this Section 5.2 are reasonable and properly required for the adequate protection of the Digester Business as conducted by Buyer following the Closing. In the event any such territorial or time limitation is deemed to be unreasonable by a court of competent jurisdiction, Sellers agree to the reduction of the territorial or time limitation to the area or period which such court shall have deemed reasonable.

6.4 Registration Statement. Buyer shall use its best efforts to file a registration statement for the resale of Closing Common Stock and shares of Closing Common Stock underlying the conversion of the Buyer Preferred Stock, as soon as practicable following the Closing and shall use its reasonable best efforts to cause such registration statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof and to remain effective.

6.5 Access to Information. Following the Closing, each Party will afford the other Parties, their counsel and their accountants, during normal business hours, reasonable access to the books, records and other data directly relating to the Purchased Assets in its possession with respect to periods prior to the Closing and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required by the requesting party in connection with (i) the preparation of tax returns, (ii) the determination or enforcement of rights and obligations under this Agreement, (iii) compliance with the requirements of any governmental or regulatory authority, (iv) the determination or enforcement of the rights and obligations of any Indemnified Party or (v) in connection with any actual or threatened legal action or proceeding. Further. each Party agrees for a period extending six (6) years after the Closing Date not to destroy or otherwise dispose of any such books, records and other data unless such Party shall first offer in writing to surrender such books, records and other data to the other Party and such other Party shall not agree in writing to take possession thereof during the ten (10) business day period after such offer is made.

6.6 Inventory. Following the Closing, Sellers shall not dispose of any Inventory held at the Premises except as instructed in writing by Buyer.

6.7 Content Transfer. Promptly after the Closing, Buyer and Sellers shall cooperate to transfer from Buyer to Seller copies of those Purchased Assets constituting content that is stored as electronic, machine-readable files.

6.8 Release of Escrow Stock. Within five (5) business days after the Survival Date, Buyer and Sellers shall deliver to the Escrow Agent an executed joint written direction letter directing the Escrow Agent to release the then-remaining balance of the Escrow Stock in accordance with instructions included therein; provided, that the Escrow Agent shall continue to retain, following the Survival Date, Escrow Stock having a value equal to the aggregate amount of all outstanding, unresolved bona fide claims for indemnification (each, an "**Open Claim**") made by Buyer pursuant to Article VII. Within five (5) business days following the final resolution of any Open Claims, Buyer and Sellers shall deliver to the Escrow Agent an executed joint written direction letter directing the Escrow Agent to release to (a) Buyer, the amount of Escrow Stock having a value equal to the amount of the Damages related to the applicable Open Claim and (b) Sellers, the remaining Escrow Stock.

ARTICLE VII
INDEMNIFICATION

7.1 Survival. All representations and warranties contained in this Agreement or in any Transaction Document shall survive the Closing and shall be fully effective and enforceable for a period of twelve (12) months following the Closing Date (the "**Survival Date**"), and shall thereafter be of no further force or effect, except as they relate to claims for indemnification timely made pursuant to this Article VII; provided, however, that the Fundamental Representations shall survive until the fifth (5^{th}) anniversary of the Closing Date. Any claim for indemnification asserted in writing before applicable survival period set forth in this Section 7.1 shall survive until resolved or judicially determined. No investigation by Buyer prior to the Closing Date shall relieve the Sellers from any liability for any misrepresentation, misleading statement or omission made in this Agreement or in connection with the transactions contemplated hereby. Covenants and agreements required to be performed after the Closing shall survive the Closing and shall expire in accordance with their terms.

7.2 Indemnification.

(a) Indemnification by the Sellers. Subject to the limitations and the provisions set forth in this Agreement, the Sellers shall jointly and severally indemnify, reimburse and hold harmless Buyer and its officers, directors, shareholders, and Affiliates (collectively, the "**Buyer Indemnified Parties**") from and against any and all losses, damages (but excluding any consequential, special or punitive damages unless awarded to a third party in connection with a third Party Claim), expenses (including court costs, amounts paid in settlement, interest, penalties, judgments, reasonable attorneys' fees or other expenses for investigating and defending), suit, action, claim, liability or obligation (collectively, "**Damages**") related to, caused by or arising from:

(i) any breach of any representation or warranty contained herein or in any other Transaction Documents by the Sellers, or any allegations by third parties that, if true, would entitle any Buyer Indemnified Parties to indemnity under this Section 7.2(a)(i);

(ii) any breach or nonfulfillment of any covenant or agreement contained in or made pursuant to this Agreement or any other Transaction Document by the Sellers, or any allegations by third parties that, if true, would entitle Buyer and its Affiliates to indemnity under this Section 7.2(a)(ii);

(iii) the Excluded Liabilities and any liabilities arising from the Excluded Assets;

(iv) any liabilities of the Sellers or any of their Affiliates arising after the Closing Date;

(v) any third party or Governmental Authority claims arising in breach of contract, breach of warranty, product liability, unfair competition, personal or other injury, tort or infringement of property rights of others, Taxes, employee matters or other third party or Governmental Authority claims, in each case which claim is with respect to any and all activities of the Sellers or any Affiliate thereof in connection with the conduct of the Digester Business on or before the Closing Date (or before or after the Closing Date with respect to any and all activities of the Sellers or any Affiliate thereof in connection with the conduct of any business other than the Digester Business); and

(vi) any and all Actions, including reasonable legal fees and expenses, in enforcing this indemnity against the Sellers.

(h) Indemnification by Buyer. Subject to the limitations and provisions set forth in this Agreement, Buyer shall indemnify, reimburse and hold harmless the Sellers and each of its officers, directors, managers, shareholders, members and Affiliates (collectively, the "**Seller Indemnified Parties**") against any Damages related to, caused by or arising from:

(i) any breach of any representation or warranty contained herein or in any other Transaction Document by Buyer, or any allegations by third parties that, if true, would entitle the Company to indemnity under this Section 7.2(b)(i);

(ii) any breach or nonfulfillment of any covenant or agreement contained in or made pursuant to this Agreement or any other Transaction Document by Buyer, or any allegations by third parties that, if true, would entitle the Seller Indemnified Parties to indemnity under this Section 7.2(b)(ii); and

(vii) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including reasonable legal fees and expenses, in enforcing this indemnity against Buyer.

(i) Damage Calculation. For purposes of calculating the amount of Damages subject to indemnification, it is understood and agreed between the parties hereto that to determine if there has been an inaccuracy or breach of a representation or warranty which is qualified as to materiality by the party making such representation or warranty or contains an exception for matters that would not have a material adverse effect, then such representation or warranty shall be read as if it were not so qualified or contained no such exception.

(j) Notice of Claims. Any Party seeking indemnification shall give prompt written notice to the indemnifying party of the facts and circumstances giving rise to the claim (the "**Notice**") for which such indemnified party intends to assert a right to indemnification under this Agreement ("**Claims**"). Failure to give Notice shall not relieve any indemnifying party of any obligations which the indemnifying party may have to the indemnified party under this Article VII, except to the extent that such failure has actually and materially prejudiced the indemnifying party under the provisions for indemnification contained in this Agreement. The indemnifying party shall reimburse an indemnified party promptly after delivery of a Notice certifying that the indemnified party has incurred Damages after compliance with the terms of this Article VII; provided, however, the party receiving the Notice shall have the option to contest any such Damages or its obligations to indemnify therefor in accordance with the terms of this Agreement, at such party's own cost and expense. Such option shall be exercised by the giving of notice by the exercising party to the other party within 20 days of receipt of a Notice. If the parties do not agree upon the amount of Damages, the party seeking indemnification may seek appropriate legal remedy in accordance with this Agreement.

(k) Limitations on Indemnification Obligation**.** The maximum liability of the Sellers to Buyer, and of Buyer to the Sellers, for all Claims and Damages shall be an amount equal to $275,000 (the "**Cap**"). Notwithstanding the foregoing, the Cap shall not apply: (i) in the event of fraud or willful misrepresentation by the indemnifying party; or (ii) to indemnification obligations for Damages in connection with (x) a breach of Fundamental Representations; (y) the indemnification obligations set forth in clauses (ii)–(vi) of Section 7.2(a); and (z) the indemnification obligations set forth in items (ii)–(iii) of Section 7.2(b).

(l) Assumption and Defense of Third-Party Action. If any Claim by Buyer hereunder arises out of a claim by a third party or Governmental Authority (a "**Third-Party Claim**"), the Sellers shall have the right, at their own expense, to participate in or assume control of the defense of the Third-Party Claim, with counsel reasonably satisfactory to Buyer, and to settle or compromise any such Third-Party Claim; provided, however, that such settlement or compromise shall be effected only with the consent of Buyer, which consent shall not be unreasonably withheld. Buyer shall have the right to employ counsel to represent it if, in Buyer's reasonable judgment, it is advisable for it to be represented by separate counsel, and in that event the fees and expenses of such separate counsel shall be paid by Buyer; provided, that if representation by the Company's counsel would present a conflict of interest, then the Sellers shall reimburse Buyer for the fees and expenses of such separate counsel if a court of competent jurisdiction determines that a conflict of interest existed. Buyer shall have the right to control the defense of any Third-Party Claim, notwithstanding the Sellers' election to control the defense, if it notifies the Sellers that it is assuming the defense of such Claim, whereupon the Sellers shall be relieved of their obligations under this Article VII with respect to such Third-Party Claim. If the Sellers do not elect to assume control of the defense of any Third-Party Claim, the Sellers shall be bound by the results obtained by Buyer with respect to such Third-Party Claim. The Sellers agree to render such assistance as may reasonably be requested in order to insure the proper and adequate defense of any Third-Party Claim. It is expressly agreed and understood that any defense by the Sellers of any Third-Party Claims affecting or involving the Digester Business shall not be conducted in a manner which adversely affects or impairs the value or usefulness of the Digester Business or the Purchased Assets.

(m) Source of Recovery. If the Buyer Indemnified Parties are entitled to indemnification pursuant to this Article VII, at the Buyer's sole discretion, Sellers shall pay the amount of applicable Damages (i) reducing the number of Escrow Stock by an amount of Buyer Common Stock having a value up to the amount of applicable Damages (and such Escrow Stock shall be forfeited

by Sellers), to the extent available and/or (ii) in cash by wire transfer of immediately available funds in accordance with wire instructions provided in writing by Buyer.

(n) Remedies not Exclusive. The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies, whether at law or in equity, against any other party hereto.

ARTICLE VIII
MISCELLANEOUS

7.3 Entire Understanding; Amendment. This Agreement, including all Exhibits and Schedules hereto, and the other agreements and instruments referenced herein and delivered in connection herewith, represent the entire understanding of the Parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties hereto with respect to the subject matter hereof, all of which prior agreements are hereby rendered null and void. This Agreement may not be amended or modified except by a writing executed by all of the Parties hereto.

7.4 Further Assurances. Buyer and Sellers each agree that they shall, at any time and from time to time after the Closing Date, upon request of the other Party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably necessary to further effectuate the terms of this Agreement.

7.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

7.6 Assignment. Neither Party hereto may assign this Agreement without the prior written consent of the other Party; provided, however, that Seller may assign its rights and obligations under this Agreement to any successor of Seller's business in the event of a change of control of Seller.

7.7 Counterparts. This Agreement may be signed in counterparts, each of which shall be considered an original and together they shall constitute one agreement.

7.8 Section Headings; Exhibits; Schedules. Section headings contained in this Agreement are for convenience or reference only and shall not be deemed a part of this Agreement. Any reference to Exhibits or Schedules shall signify that such Exhibits or Schedules are incorporated herein by reference.

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules.

7.10 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be given to the Parties at their respective addresses set forth below and shall be sent by (a) hand delivery, (b) certified mail or registered mail, return receipt requested, postage prepaid, (c) a recognized overnight delivery service or (d) e-mail. Notices sent by hand delivery shall be deemed received when delivered; notices sent by certified mail shall be deemed received when accepted; notices sent by overnight delivery service shall be deemed received on the next business day and notices sent by electronic mail when sent if sent during normal business hours of the recipient and confirmed, and if not so confirmed, then on the next business day.

If to Buyer to: TraQiQ, Inc.
Attention: Ajay Sikka
14205 SE 36th Street, Suite 100
Bellevue, WA 98806
Email: ajay@traqiq.com

with a copy (which shall not constitute notice to:

Pryor Cashman LLP
Attention: Eric Hellige
7 Times Square
New York, NY 10036
Email: ehellige@pryorcashman.com

If to Sellers to: Renovare Environmental, Inc. as representative for Sellers

Attention: Brian C. Essman
80 Red Schoolhouse Rd, Suite 101
Chestnut Ridge, NY 10977
Email: bessman@renovareenv.com

with a copy (which shall not constitute notice to:

McCarter & English, LLP
Attention: Peter Campitiello, Esq.
Two Tower Center Boulevard, 24th Floor
East Brunswick, NJ 08816
Email: pcampititello@mccarter.com

7.11 Expenses. Seller and Buyer shall each pay its respective expenses, fees and costs incident to the preparation and execution of this Agreement and, except as otherwise expressly provided for herein, each Party shall bear its respective expenses or fees involved in the preparation and delivery of all documents required to be delivered by or on behalf of such Party hereunder, whether or not the transactions contemplated hereunder are consummated.

7.12 Interpretation. No provision of this Agreement or any agreement ancillary hereto shall be interpreted or construed against any Party because that Party or his or its legal representative drafted such provision. Any pronoun used in this Agreement shall be deemed to include singular and plural and masculine, feminine and neuter gender, as the case may be. All references to $ or dollar shall refer to United States currency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

BUYER

TRAQIQ, INC.

By: /s/ Ajay Sikka
Name: Ajay Sikka
Title: Chief Executive Officer

SELLERS

RENOVARE ENVIRONMENTAL, INC.

By: /s/ Brian C. Essman
Name: Brian C. Essman
Title: Chief Financial Officer

BIOHITECH AMERICA, LLC

By: /s/ Brian C. Essman
Name: Brian C. Essman
Title: Chief Financial Officer

Exhibit 10.2

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of December 30, 2022 (the "Effective Date"), by and between TraQiQ, Inc., a California corporation ("TraQiQ") and Michaelson Capital Special Finance Fund II, L.P., a Delaware limited partnership ("MCSFF"), as acknowledged and agreed by Renovare Environmental, Inc. (f/k/a BioHiTech Global, Inc.), a Delaware corporation ("Renovare"), BHT Financial, LLC a. Delaware limited liability company ("BHT Financial"), BioHiTech America, LLC a Delaware limited liability company ("BHT America"), BioHiTech Europe, PLC, a United Kingdom private limited company ("BHT UK"), E.N.A. Renewables, LLC, a Delaware limited liability company ("ENA"), and New Windsor Resource Recovery, LLC, a Delaware limited liability company ("New Windsor," and together with Renovare, BHT Financial, BHT America, BHT UK, and ENA, collectively, jointly and severally referred to herein as the "Renovare Companies"" and each as a "Renovare Company").

PRELIMINARY STATEMENT

A. MCSFF has made a senior secured term loan to the Renovare Companies evidenced by the Senior Secured Term Note, dated February 2, 2018, made by the Renovare Companies payable to MCSFF in the original principal amount of $5,000,000 (as amended prior to the date hereof, the "Existing Note"), which is subject to, and secured pursuant to, the Note Purchase and Security Agreement, dated as of February 2, 2018, between the Renovare Companies and MCSFF (as amended, prior hereto, the "Existing Note Purchase and Security Agreement");

B. The Renovare Companies are in default under the Existing Note and the Existing Note Purchase and Security Agreement and MCSFF has agreed to forbear from the exercise of its remedies pursuant to such defaults, and certain terms of the Existing Note and the Existing Note Purchase and Security Agreement have been amended, in each case as set forth in the Forbearance Agreement, dated as of September 1, 2022, by and among MCSFF and the Renovare Companies (as amended, the "Forbearance Agreement"),

C. The Renovare Companies have requested that MCSFF consent to the sale of certain assets of Renovare, BHT America and BHT Financial to TraQiQ pursuant to the TraQiQ Purchase Agreement (as defined below);

D. MCSFF is willing to grant such forbearance and consent to such sale solely subject to certain conditions set forth in Amendment No. 1 to Forbearance Agreement, including, but not limited to, that:

(a) TraQiQ assume, adopt and ratify all of the obligations, liabilities and indebtedness of the Renovare Companies under and pursuant to the Existing Note and the Existing Note Purchase and Security Agreement,

(b) TraQiQ purchase the "Purchased Assets" as defined in the TraQiQ Purchase Agreement subject to the security interests and liens of MCSFF therein,

(c) TraQiQ grant a security interest in and lien on all of its assets to secure such obligations, liabilities and indebtedness as so assumed, adopted and ratified,

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(d) the Renovare Companies continue to be liable for the indebtedness and other obligations assumed by TraQiQ pursuant to an absolute and unconditional guaranty of all of such indebtedness and other obligations as assumed by TraQiQ, and

(e) the Renovare Companies confirm and ratify the prior grant to MCSFF of a security interest and lien in all of their assets pursuant to an amendment and restatement of the Existing Note Purchase and Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the agreements and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

(a) Additional Definitions.

"Renovare Guaranty" means the Guaranty and Suretyship Agreement, dated as of the date hereof, by the Renovare Companies of the Obligations of TraQiQ under the TraQiQ Restated Note and the other Noteholder Documents (as defined therein).

"Renovare Security Agreement" means the Amended and Restated Security Agreement, dated as of the date hereof, by the Renovare Companies with and in favor of MCSFF, which Amended and Restated Security Agreement shall replace and supersede the Existing Note Purchase and Security Agreement.

"Renovare Sellers" means Renovare, BHT America and BHT Financial.

"TraQiQ Purchased Assets" means the "Purchased Assets" as such term is defined in the TraQiQ Purchase Agreement.

"TraQiQ Purchase Agreement" means the Asset Purchase Agreement, dated as of December 30, 2022, by and among the Renovare Sellers and TraQiQ.

"TraQiQ Restated Note" means the Amended and Restated Senior Secured Term Note, dated as of the date hereof, by TraQiQ payable to MCSFF, which Amended and Restated Senior Secured Term Note shall replace and supersede the Existing Note.

"TraQiQ Security Agreement" means the Security Agreement, dated as of the date hereof, by TraQiQ with and in favor of MCSFF.

(b) Interpretation. Unless otherwise specifically defined herein, each term used herein which is defined in the Existing Note Purchase and Security Agreement shall have the meaning assigned to such term in the Existing Note Purchase and Security Agreement.

2. Assumption; Acquisition of Asset Subject to MCSFF Liens.

(a) TraQiQ hereby unconditionally assumes on the Effective Date, and acknowledges and agrees that it will perform and observe on and after the Effective Date, all Obligations, covenants and agreements to be performed by the Renovare Companies under the Existing Note and the Existing Note Purchase and Security Agreement, and that on and after the Effective Date it is bound in all respects by all of the terms and conditions of, the Existing Note and the Existing Note Purchase and Security Agreement to which the any of the Renovare Companies is a party, as a Borrower and as if TraQiQ were originally a Borrower thereunder, without further action required on the part of any party, as such Obligations, covenants and agreements will be amended and restated pursuant to the TraQiQ Restated Note and the TraQiQ Security Agreement.

(b) TraQiQ hereby confirms and agrees that it is purchasing the TraQiQ Purchased Assets from the Renovare Sellers pursuant to the TraQiQ Purchase Agreement subject to the security interests and liens of MCSFF granted pursuant to the Existing Note Purchase and Security Agreement, which security interests and liens shall continue on and after the Effective Date and remain in full force and effect in accordance with their respective terms to secure the payment of the Obligations purported to be secured thereby in accordance with their respective terms and including as such Obligations are assumed by TraQiQ hereunder and as the Existing Note may be amended and restated pursuant to the TraQiQ Restated Note and the Existing Note and Purchase Agreement may be supplemented by the TraQiQ Security Agreement.

3. Consent; Continuing Liability of Renovare Companies.

(a) The Renovare Companies hereby consent and agree to the assumption of the Obligations by TraQiQ as provided above. The Renovare Companies shall not be released from the Obligations as a result of such assumption, but such Obligations as to the Renovare Companies shall be, as of the Effective Date, restated and governed by, and subject to, the Renovare Guaranty to be executed and delivered on or about the date hereof and notwithstanding that each Renovare Company shall cease to be a Borrower under the Existing Note and the Existing Note Purchase and Security Agreement, each Renovare Company shall continue to be liable for the Obligations in all respects as a Guarantor pursuant to the Renovare Guaranty.

(b) In addition, the Renovare Companies confirm and agree that the Obligations of the Renovare Companies as amended and restated pursuant to the Renovare Guaranty are secured, and shall continue to be secured, by substantially all of the assets of the Renovare Companies as set forth in the Existing Note Purchase and Security Agreement, which security interests and liens shall remain in full force and effect in accordance with their respective terms to secure the payment of the Obligations, including pursuant to the Renovare Guaranty, and as the Existing Note Purchase and Security Agreement may be amended and restated pursuant to the Renovare Security Agreement.

4. Acknowledgement of Obligations and Liens.

(a) Existing Obligations.

(i) TraQiQ hereby acknowledges, confirms and agrees that, as of the close of business on December 30, 2022, upon the execution and delivery of this Agreement, TraQiQ is indebted to MCSFF under the Existing Note (as amended and restated pursuant to the TraQiQ Restated Note and the TraQiQ Security Agreement) in the principal amount of $3,017,089.84, together with all interest accrued and accruing thereon, and all fees, costs, expenses and other charges relating thereto, all of which are unconditionally owing by TraQiQ to MCSFF, without offset, defense or counterclaim of any kind, nature or description whatsoever.

(ii) Each Renovare Company hereby acknowledges confirms and agrees that, as of the close of business on December 30, 2022, upon the execution and delivery of this Agreement, the Renovare Companies are jointly and severally liable to MCSFF under the Renovare Guaranty for all amounts owing by TraQiQ to MCSFF, including the principal amount of $3,017,089.84, together with all interest accrued and accruing thereon, and all fees, costs, expenses and other charges relating thereto, all of which are unconditionally owing by the Renovare Companies, jointly and severally, to MCSFF, without offset, defense or counterclaim of any kind, nature or description whatsoever.

(b) Acknowledgment of Security Interests.

(i) TraQiQ hereby acknowledges, confirms and agrees that MCSFF shall continue to have a security interest in and lien upon the assets of TraQiQ acquired by TraQiQ under the TraQiQ Purchase Agreement and any related documents, which shall constitute Collateral under the Existing Note Purchase and Security Agreement, and in addition, that MCSFF shall have a security interest in and lien on all other assets of TraQiQ as set forth in the TraQiQ Security Agreement. The security interests and liens of MCSFF in the assets acquired by TraQiQ under the TraQiQ Purchase Agreement shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such security interests and liens under the Existing Note Purchase and Security Agreement. Nothing contained herein shall be construed to constitute the consent or authorization by MCSFF of the sale or transfer of the TraQiQ Purchased Assets free and clear of the security interests of liens of MCSFF therein.

(ii) Each Renovare Company hereby acknowledges, confirms and agrees that MCSFF shall continue to have a security interest in and lien upon the assets of such Renovare Company, including to secure all Obligations of such Renovare Company under the Renovare Guaranty.

5. Additional Covenants.

(a) In connection with the assumption of the Obligations by TraQiQ as provided for herein, in addition to this Agreement, TraQiQ shall on the date hereof, authorize, execute and deliver, or deliver, as applicable, to MCSFF, each of the following documents:

(i) the TraQiQ Restated Note;

(ii) the TraQiQ Security Agreement;

(iii) a certificate of status with respect to TraQiQ, dated within 10 days of the date hereof (or such earlier date as is acceptable to Lender), issued by the appropriate officer of the jurisdiction of organization of TraQiQ which certificate shall indicate that TraQiQ is in good standing in such jurisdiction;

(iv) a certificate of a senior officer of TraQiQ, in form and substance satisfactory to it, certifying (A) that attached copies of the certificate of incorporation and by-laws of TraQiQ are true and complete, and in full force and effect, without amendment except as shown; (B) that an attached copy of resolutions authorizing execution, delivery and performance of the Restated Note and TraQiQ Security Agreement is true and complete, and that such resolutions are in full force and effect, were duly adopted, have not been amended, modified or revoked, and constitute all resolutions adopted with respect to such documents; and (C) to the title, name and signature of each Person authorized to sign the Restated Note and the TraQiQ Security Agreement;

(v) the results of a recent lien search in each jurisdiction where TraQiQ is organized and where material assets of TraQiQ are located, and such search shall reveal no security interests, liens or other encumbrances on any of the assets of TraQiQ, other than the liens of Evergreen Capital Management LCC.

(b) In connection with the assumption of the Obligations by TraQiQ as provided herein, the Renovare Companies shall, on the date hereof, authorize, execute and deliver, or deliver, as applicable, to MCSFF, each of the following documents:

(i) the Renovare Guaranty;

(ii) the Renovare Security Agreement;

(c) In connection with the assumption of the Obligations by TraQiQ as provided herein, the Renovare Companies shall, within thirty (30) days after the date hereof, except as otherwise agreed by MCSFF after the date hereof, authorize, execute and deliver, or deliver, as applicable, to MCSFF, each of the following documents:

(i) a certificate of status with respect to each Renovare Company, dated within 10 days of the date hereof (or such earlier date as is acceptable to Lender), issued by the appropriate officer of the jurisdiction of organization of such Renovare Company which certificate shall indicate that such Renovare Company is in good standing in such jurisdiction;

(ii) a certificate of a senior officer of each Renovare Company, in form and substance satisfactory to it, certifying (A) that attached copies of the certificate of incorporation and by-laws of such Renovare Company are true and complete, and in full force and effect, without amendment except as shown; (B) that an attached copy of resolutions authorizing execution, delivery and performance of the Renovare Security Agreement and the Renovare Guaranty is true and complete, and that such resolutions are in full force and effect, were duly adopted, have not been amended, modified or revoked, and constitute all resolutions adopted with respect to such documents; and (C) to the title, name and signature of each Person authorized to sign the Renovare Guaranty and the Renovare Security Agreement;

(d) In addition, (i) the Renovare Companies shall cause to be delivered the Amended and Restated Limited Guaranty and Suretyship Agreement as executed and delivered by Frank E. Celli and (ii) TraQiQ shall cause to be delivered the Intercreditor and Subordination Agreement by and between MCSFF and Evergreen Capital Management LLC, as executed and delivered by Evergreen Capital Management LLC, and as acknowledged by TraQiQ.

6. Miscellaneous.

(a) Entire Agreement. This Agreement reflects the entire understanding of the parties with respect to the subject matter herein contained and supersedes any prior agreements, whether written or oral, in regard thereto.

(b) No Waiver. This Agreement is not intended to operate as, and shall not be construed as, a waiver of any Event of Default, whether known to MCSFF or unknown, as to which all rights of MCSFF shall remain reserved.

(c) Governing, Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS.

(d) Submission to Jurisdiction: Waiver of Jury Trial. TRAQIQ AND EACH RENOVARE COMPANY EXECUTING THIS AGREEMENT HEREBY CONSENT AND AGREE THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN ANY BORROWER AND MCSFF PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT; PROVIDED, THAT, MCSFF, TRAQIQ AND EACH RENOVARE COMPANY ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE MCSFF FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF MCSFF. TRAQIQ AND EACH RENOVARE COMPANY EXECUTING THIS AGREEMENT EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND TRAQIQ AND EACH RENOVARE COMPANY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. TRAQIQ AND EACH RENOVARE COMPANY EXECUTING THIS AMENDMENT HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREE THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO TRAQIQ AT THE ADDRESS SET FORTH IN THE TRAQIQ SECURITY AGREEMENT OR TO ANY RENOVARE COMPANY AT THE ADDRESS SET FORTH IN THE RENOVARE SECURITY AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF A PARTY'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID.

(e) THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN MCSFF OR TRAQIQ OR ANY RENOVARE COMPANY ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS RELATED THERETO.

(f) Assignments; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of TraQiQ, each Renovare Company and MCSFF and their respective successors and assigns; provided, that, TraQiQ and the Renovare Companies shall not be entitled to delegate any of their duties hereunder or to assign any of their respective rights or remedies set forth in this Agreement without the prior written consent of MCSFF in its sole discretion. No Person other than the parties hereto shall have any rights hereunder or be entitled to rely on this Agreement, and all third-party beneficiary rights are hereby expressly disclaimed.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The foregoing shall apply to any notice sent hereunder.

7. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Captions. The captions to the Sections and paragraphs of this Agreement are for the convenience of the parties only, and are not a part of this Agreement.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the Agreement Effective Date.

BORROWERS:

RENOVARE ENVIRONMENTAL, INC.
(on behalf of all Borrowers)

By: _____
Name: Brian C. Essman
Title: Chief Financial Officer

MCSFF:

MICHAELSON CAPITAL SPECIAL
FINANCE FUND II, LP

By: Michaelson Capital SFF II, LLC, its Investment Advisor

By: _____
Name: _____
Title: _____

TRAQIQ:

TRAQIQ, INC.

By: _____
Name: _____
Title: _____

Exhibit 10.3

GUARANTY AND SURETYSHIP AGREEMENT

THIS GUARANTY AND SURETYSHIP AGREEMENT (this "Agreement") is made as of December 30, 2022 by each of Renovare Environmental, Inc. (f/k/a BioHiTech Global, Inc.), a Delaware corporation ("Renovare"), BHT Financial, LLC, a Delaware limited liability company ("BHT Financial"), BioHiTech America, LLC a Delaware limited liability company ("BHT America"), BioHiTech Europe, PLC, a United Kingdom private limited company ("BHT UK"), E.N.A. Renewables, LLC, a Delaware limited liability company ("ENA"), and New Windsor Resource Recovery, LLC, a Delaware limited liability company ("New Windsor," and together with Renovare, BHT Financial, BHT America, BHT UK, and ENA, collectively, jointly and severally referred to herein as the "Guarantors" and each a "Guarantor") in favor of Michaelson Capital Special Finance Fund II, L.P., a Delaware limited partnership ("Noteholder").

BACKGROUND

A. Noteholder made a senior secured term loan to Guarantors evidenced by the Senior Secured Term Note, dated February 2, 2018, made by the Guarantors payable to Noteholder in the original principal amount of $5,000,000 (as amended prior to the date hereof, the "Existing Note"), which is subject to, and secured pursuant to, the Note Purchase and Security Agreement, dated as of February 2, 2018, between the Guarantors and Noteholder (as amended prior hereto, the "Existing Note Purchase and Security Agreement").

B. TraQiQ, Inc., a California corporation ("Borrower") has assumed the indebtedness and other obligations of the Guarantors under the Existing Note as set forth in the Assumption Agreement, dated as of the date hereof, by and among Borrower and Noteholder, as acknowledged and agreed to by the Guarantors, and pursuant to the assumption of such indebtedness and other obligations, the Existing Note has been amended and restated, and as amended and restated, replaced and superseded by the Senior Secured Term Note, dated as of the date hereof, made by Borrower payable to Noteholder in the original principal amount of $3,017,089.84 (the "Restated Note"), but the Guarantors are, and shall continue to be, jointly and severally liable in respect of the indebtedness and other obligations now evidenced by or arising under the Restated Note pursuant to this Agreement, which Restated Note is secured by all or substantially all of the assets of Borrower as set forth in the Security Agreement, dated as of the date hereof, by Borrower with and in favor of Noteholder (the "Security Agreement") and secured by, and subject to the other Noteholder Documents (as defined therein).

C. As a condition to Noteholder's willingness to continue to forbear with respect to certain specified defaults under the Existing Note and Existing Note Purchase and Security Agreement and to consent to the sale by certain Guarantors of certain assets to Borrower and the assumption by Borrower of the indebtedness and other obligations under the Existing Note, as amended and restated pursuant to the Restated Note, Guarantors are required to jointly and severally guaranty, as surety and guarantor, all of the obligations of Borrower to Noteholder arising under the Restated Note and the other Noteholder Documents, and each Guarantor is willing to do so, all on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, with the foregoing Background deemed incorporated herein and made a part hereof by this reference, in consideration of the premises set forth herein, and for other good and valuable consideration, and intending to be legally bound hereby, each Guarantor acknowledges, agrees and covenants as follows:

1. Guaranty. Each Guarantor hereby:

(a) unconditionally guarantees, as surety, to Noteholder, its successors, endorsees and assigns, the prompt payment, when due, of all of Borrower's obligations under the Restated Note, whether matured or unmatured, absolute or contingent, direct or indirect, joint or several, of any nature whatsoever, and any costs and legal fees and expenses incurred by Noteholder in the enforcement thereof (collectively, the "Guaranteed Obligations");

(b) assents to all agreements made or to be made between or among Noteholder and any other person(s) or entities liable, either absolutely or contingently, on any of the Guarantied Obligations, including any co-maker, endorser, surety or guarantor

(any such person or entity being hereinafter referred to as an "Obligor"), and further agrees that no Guarantor's liability hereunder shall be reduced or diminished by such agreements in any way;

(c) agrees that without incurring responsibility to a Guarantor, and without impairing or releasing the obligations of a Guarantor to Noteholder, and without reducing the amount due under the terms of this Agreement (except to the extent of amounts actually paid to and legally retained by Noteholder), Noteholder may at any time and from time to time, without the consent of or notice to any Guarantor, solely as provided in the Restated Note, the Security Agreement or any of the other Noteholder Documents, and in whole or in part:

(i) change the manner, place or terms of payment of (including, without limitation, the interest rate and monthly payment amount) and/or change or extend the time for payment of, or renew or modify, any of the Guarantied Obligations, any security therefor, or any note evidencing same, and the guaranty herein made shall apply to the Guarantied Obligations, the Restated Note, the other Noteholder Documents, any other promissory note(s) evidencing the Guarantied Obligations, as so changed, extended, renewed or modified;

(ii) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order, any property at any time pledged, mortgaged or in which a security interest is given to secure, or however securing, the Guarantied Obligations;

(iii) exercise or refrain from exercising any rights against Borrowers or others (including any Guarantor) or against any security for the Guarantied Obligations or otherwise act or refrain from acting;

(iv) settle or compromise any Guarantied Obligations, whether in a proceeding or not, and whether voluntarily or involuntarily, dispose of any security therefor (with or without consideration) or settle or compromise any liability incurred directly or indirectly in respect thereof or hereof, and subordinate the payment of all or any part thereof to the payment of any Guarantied Obligations, whether or not due, to creditors of Borrower other than Noteholder and any Guarantor;

(v) apply any sums Noteholder receives, by whomever paid or however realized, to any of the Guarantied Obligations, in Noteholder's sole discretion;

(vi) add, release, settle, modify or discharge the obligation of any maker, endorser, guarantor, surety, obligor or any other party who is in any way obligated for any of the Guarantied Obligations;

(vii) accept any additional security for the Guarantied Obligations; and/or

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(viii) take any other action which might constitute a defense available to, or a discharge of, Borrower or bet or any other obligated party (including any Guarantor) in respect of the Guarantied Obligations; and

(d) warrants that the address specified herein for any Guarantor is the current and correct residence address of such Guarantor, and agrees to notify Noteholder, in the manner hereinafter specified, within three days of any change in such address.

2. Continuing Guaranty. This Agreement shall be a continuing guaranty and surety and shall be binding upon each Guarantor, jointly and severally, regardless of how long before or after the date hereof any of the Guarantied Obligations is or was incurred.

3. Unconditional Liability. The obligations of each Guarantor hereunder are primary, absolute, independent, irrevocable and unconditional. Each Guarantor's obligation to pay any of the Guarantied Obligations is a guaranty of payment, not of collection. This Agreement is an agreement of suretyship as well as of guaranty and without being required to proceed first against Borrower or any other person or entity, or against any other security for the Guarantied Obligations, Noteholder may proceed directly against Guarantor upon the occurrence and during the continuance of an Event of Default (as defined herein). Upon the occurrence and during the continuance of an Event of Default, Guarantors shall pay, comply with and perform such of the Guarantied Obligations as Noteholder shall direct, irrespective of whether the Guarantied Obligations directed by Noteholder to be paid, complied with and performed by such Guarantor are those which gave rise to the Event of Default. Each Guarantor's liability hereunder is absolute and unconditional and shall not be reduced, diminished or released in any way by reason of: (a) any failure of Noteholder to obtain, retain or

preserve, or the lack of enforcement of, any rights against any person or entity (including, without limitation, any Obligor) or in or against any property; (b) the invalidity of any such rights which Noteholder may attempt to obtain; (c) any delay in enforcing or any failure to enforce such rights, even if such rights are thereby lost; (d) any delay in making demand on any Obligor for performance or payment of any part or all of the Guarantied Obligations; (e) the genuineness, validity or enforceability of the Restated Note or any other documents executed pursuant thereto or in connection therewith; (f) any defense that may arise by reason of the incapacity or lack of authority of Borrower or the failure of Noteholder to file or enforce a claim against Borrower in any bankruptcy or other proceeding; or (g) any other circumstance, occurrence or condition, whether similar or dissimilar to any of the foregoing, which might otherwise constitute a legal or equitable defense, discharge or release of a guarantor or surety.

4. Subrogation. Until such time as the Guarantied Obligations is indefeasibly satisfied in full and after the return of this Agreement to a Guarantor pursuant to Section 6 hereof, each Guarantor shall not exercise any right or remedy to which such Guarantor is now or may hereafter become entitled which arises on account of this Agreement and/or from the performance by a Guarantor of such Guarantor's obligations hereunder to be subrogated to Noteholder's rights against Borrower or any other Obligor and/or any present or future claim, remedy or right to seek contribution, reimbursement, indemnification, exoneration, payment or the like, or participation in any claim, right or remedy of Noteholder against Borrower or any security which Noteholder now has or hereafter acquires, whether or not such claim, right or remedy arises under contract, in equity, by statute, under common law or otherwise. If, notwithstanding such agreement, any funds or property shall be paid or transferred to a Guarantor on account of such subrogation, contribution, reimbursement, exoneration or indemnification at any time when all of the Guarantied Obligations has not been paid in full, such Guarantor shall hold such funds or property in express trust for Noteholder and shall segregate such funds from other funds of such Guarantor and shall forthwith pay over to Noteholder such funds and/or property to be applied by Noteholder to the Guarantied Obligations, whether matured or unmatured, in accordance with the terms of the Restated Note and the other documents executed pursuant thereto or in connection therewith.

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5. Waivers.

(a) Waiver of Remedies. Each Guarantor waives the right to marshalling of such Guarantor's assets or any stay of execution and the benefit of all exemption laws, to the extent permitted by law, and any other protection granted by law to guarantors, now or hereafter in effect with respect to any action or proceeding brought by Noteholder against such Guarantor.

(b) Waiver of Defenses. Each Guarantor irrevocably waives all claims of waiver, release, surrender, alteration or compromise and all defenses, set-offs, counterclaims, recoupments, reductions, limitations or impairments; *provided*, *however*, the foregoing shall not constitute a waiver with respect to a defense, if applicable, that Borrower has indefeasibly satisfied in full all of its obligations to Noteholder.

(c) Waiver of Notice. Each Guarantor waives notice of acceptance of this Agreement and notice of the Guarantied Obligations and waives notice of default, non-payment, partial payment, presentment, demand, protest, notice of protest or dishonor, and all other notices to which such Guarantor might otherwise be entitled or which might be required by law to be given by Noteholder.

6. Satisfaction. In the event that the Guarantied Obligations is satisfied in full by Borrower or any other Obligor, Noteholder shall return this Agreement to a Guarantor marked "satisfied" within 91 days from the date of the last payment on the Guarantied Obligations; *provided*, *however*, that if, during the 91 days immediately following payment on the Guarantied Obligations by any Obligor, a bankruptcy petition is filed by or against Borrower, any Obligor or Guarantor under any provision of the United States Bankruptcy Code, then Noteholder shall not return or mark "satisfied" this Agreement until either: (a) Bankruptcy Court enters an order ratifying the payment to Noteholder by any such Obligor of the Guarantied Obligations as not violating any provision of the United States Bankruptcy Code or being such as not to be recoverable for the bankruptcy estate by the Trustee; or (b) the proceedings have been determined. In the event that the Trustee in bankruptcy or anyone acting in the Trustee's stead, including a Debtor-in-Possession, seeks to recover any payment or any portion thereof from Noteholder for the bankruptcy estate under any provision of the United States Bankruptcy Code, Guarantors will jointly and severally indemnify and hold Noteholder harmless with respect to such attempted recovery against Noteholder by the bankruptcy estate and each Guarantor hereby further consents to Noteholder joining Guarantor as additional defendants in such action. In the event that the bankruptcy estate does so recover any such payment or portion thereof, then in that event Guarantors will immediately pay to Noteholder all sums so recovered together with all costs of collection and all costs incurred by Noteholder, including, without limitation, reasonable attorneys' fees, in connection with the bankruptcy proceeding. The terms "Bankruptcy", "Bankruptcy Court", "Trustee" and "Debtor-in-Possession" shall have the same respective meanings as are given to those terms in the United States Bankruptcy Code.

7. Costs and Attorney's Fees. In addition to all other liabilities of Guarantors hereunder, each Guarantor also agrees to pay to Noteholder, on demand, all costs and expenses (including reasonable attorneys' fees) which may be incurred in the enforcement of Noteholder's rights and remedies under this Agreement. In the event that Noteholder engages an attorney to represent it in connection with (a) any default by Guarantor under this Agreement, or by Borrower under the Restated Note or any other document executed and delivered by Borrower pursuant thereto or in connection therewith, (b) if Guarantor becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed by or against a Guarantor under any provision of any state or federal law or statute alleging that such Guarantor is insolvent or unable to pay debts as they mature or under any provision of the United States Bankruptcy Code; (c) the entry of any judgment against a Guarantor which remains unsatisfied for 30 days or the issuing of any attachment, levy or garnishment against any property of such Guarantor or the occurrence of any substantial change in the financial condition of a Guarantor which, in the sole, reasonable judgment of Noteholder, is materially adverse; (d) if any information heretofore or hereafter furnished to Noteholder by a Guarantor or delivered to Noteholder by any Obligor in connection with any of the Guarantied Obligations should prove to be materially false or incorrect as of the date furnished; (e) the failure of a Guarantor to furnish to Noteholder such financial and other information as Noteholder may reasonably request or require within fifteen (15) days after written request; (f) the termination or revocation or attempted termination or revocation (in whole or in part) of this Agreement; (g) the occurrence of an Event of Default or a default under any agreement between a Guarantor and Noteholder or between any Obligor and Noteholder; or (i) a material adverse change in the financial condition of a Guarantor, as determined by Noteholder in its sole discretion.

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8. Acceleration. Upon the occurrence of any of the following events (each an "Event of Default"), all of the Guarantied Obligations shall, at Noteholder's sole option, be deemed to be forthwith due and payable for the purposes of this Agreement and for determining the liability of Guarantors hereunder, whether or not Noteholder has any such rights against any other Obligor, and whether or not Noteholder elects to exercise any of its rights or remedies against any other person, including, without limitation, any other Obligor: (a) the nonpayment when due of any amount payable under or on any of the Guarantied Obligations, or the failure of any Obligor or Guarantor to observe or perform any agreement of any nature whatsoever with Noteholder, subject to any applicable grace, notice and/or cure periods; (b) if any information heretofore or hereafter furnished to Noteholder by a Guarantor or delivered to Noteholder by any Obligor in connection with any of the Guarantied Obligations should prove to be materially false or incorrect as of the date furnished; (c) the termination or revocation or attempted termination or revocation (in whole or in part) of this Agreement; or (d) the occurrence of an Event of Default or a default under any agreement between a Guarantor and Noteholder or between any Obligor and Noteholder or between Borrower and Noteholder or by Borrower in favor of Noteholder.

9. Notices. Unless otherwise expressly provided under this Agreement, all notices, requests, demands, directions and other communications (collectively "notices") given to or made upon any party under the provisions of this Agreement shall be in writing and shall be delivered by hand, nationally recognized overnight courier or U.S. mail to the respective parties at the following addresses or in accordance with any subsequent unrevoked written direction from any party to the others:

If to Guarantor:

Renovare Environmental, Inc.
(f/k/a Biohitech Global, Inc.)
80 Red Schoolhouse Road
Chestnut Ridge, New York 10977

With copies to:

McCarter & English, LLP
Two Tower Center Boulevard, 24th Floor
East Brunswick, NJ 08816
Attn: Peter Campitiello, Esq.
pcampitiello@mccarter.com

If to Noteholder:

Michaelson Capital Special Finance Fund II, L.P.
Attn.:Vincent S. Capone, Esq.

President and General Counsel
P.O. Box 728
Gwynedd Valley, PA 19437-0728
vcapone@michaelsoncapital.com

With copies to:

Otterbourg P.C.
230 Park Avenue
New York, NY 10169
Attn.: David W. Morse, Esq.
dmorse@otterbourg.com

All notices shall, except as otherwise expressly provided in this Agreement, be effective (a) in the case of hand-delivered notice, when hand delivered, (b) if given by U.S. mail, three (3) business days after such communication is deposited in the mails with overnight first-class postage prepaid, return receipt requested, and (c) if given by any other means (including by air courier), when delivered. The person listed above to receive notices addressed to Noteholder is hereby designated as the party responsible for receiving notices regarding the loan evidenced by the Restated Note and the commencement of any case of Borrower or Guarantor under the Title 11 of the United States Code (the "Bankruptcy Code"). All notices to Noteholder hereunder shall contain the name, address, account number and taxpayer identification number of Borrower and each Guarantor, and shall not be considered to be brought to the attention of Noteholder, within the meaning of Bankruptcy Code Section 342(g)(1), until such time as the notice is delivered to the person specified in this provision.

10. Miscellaneous.

(a) The provisions of this Agreement shall be in addition to those of any guaranty, pledge or security agreement, note or other evidence of liability held by Noteholder, all of which shall be construed as integrated and complementary of each other. Nothing herein contained shall prevent Noteholder from enforcing any or all other notes, guaranty, pledge or security agreements in accordance with their respective forms.

(b) From time to time, Guarantors will execute and deliver to Noteholder such additional documents, and will provide such additional information as Noteholder may reasonably require, to carry out the terms of this Agreement, the Security Agreement, the Restated Note and the documents executed and delivered in connection therewith to which such Guarantor is a party and be informed of such Guarantor's respective status and affairs.

(c) This Agreement shall inure to the benefit of, and shall be binding upon, each Guarantor's successors and permitted assigns of the parties hereto. No Guarantor has any right to assign any of such Guarantor's rights or obligations hereunder without the prior written consent of Noteholder. This Agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement among the parties with respect to the subject matter hereof, and may be amended only by a writing signed on behalf of each party.

(d) Each Guarantor hereby consents to the jurisdiction and venue of the courts of the State of New York or of any federal court located in such state, waive personal service of any and all process upon any Guarantor and consents that all such service of process be made by certified or registered mail directed to a Guarantor at the address provided for such Guarantor in Section 9 and service so made shall be deemed to be completed upon actual receipt or execution of a receipt by any Person at such address. Each Guarantor hereby waives the right to contest the jurisdiction and venue of the courts located in the State of New York on the ground of inconvenience or otherwise and, further, waives any right to bring any action or proceeding against Noteholder in any court outside the State of New York or against any Guarantor other than in a State within the United States designated by Guarantor. The provisions of this Section 10(d) shall not limit or otherwise affect the right of a Guarantor to institute and conduct an action in any other appropriate manner, jurisdiction or court.

(e) This Agreement and the rights and obligations of the parties under this Agreement shall be construed in accordance with and shall be governed by the laws of the State of New York without regard to conflicts of laws principles.

(f) The headings of any paragraph of this Agreement are for convenience only and shall not be used to interpret any provision of this Agreement.

(g) Each Guarantor intends this to be a sealed instrument and to be legally bound hereby.

(h) If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or enforceable, all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby, *provided* that the invalidity, voidness or unenforceability of such term, provision, covenant or condition (after giving effect to the next sentence in this Section) does not materially impair the ability of the parties to consummate the transactions contemplated hereby. In lieu of such invalid, void or unenforceable term, provision, covenant or condition there shall be added to this Agreement a term, provision, covenant or condition that is valid, not void and enforceable and is as similar to such invalid, void or enforceable term, provision, covenant or condition as may be possible.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, each the undersigned has caused this Guaranty and Suretyship Agreement to be duly executed, under seal, as of the day and year first above written.

RENOVARE ENVIRONMENTAL, INC.
(F/K/A BIOHITECH GLOBAL, INC.)
BHT FINANCIAL LLC
BIOHITECH AMERICA LLC
BIOHITECH EUROPE PLC
E.N.A. RENEWABLES, LLC
NEW WINDSOR RESOURCE RECOVERY, LLC

By: _____
Title: _____

Exhibit 10.4

AMENDED AND RESTATED SECURITY AGREEMENT

DATED AS OF DECEMBER 30, 2022

BY AND AMONG

MICHAELSON CAPITAL SPECIAL FINANCE FUND II, L.P.,

AS NOTEHOLDER

AND

RENOVARE ENVIRONMENTAL, INC.
(F/K/A BIOHITECH GLOBAL, INC.),

BHT FINANCIAL, LLC,

BIOHITECH AMERICA, LLC,

BIOHITECH EUROPE, LTD.,

E.N.A. RENEWABLES, LLC,

AND

NEW WINDSOR RESOURCE RECOVERY, LLC,

AS GUARANTORS

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AMENDED AND RESTATED SECURITY AGREEMENT

This Amended and Restated Security Agreement is dated as of December 30, 2022 (the "Effective Date") and agreed to by and among Renovare Environmental, Inc. (f/k/a BioHiTech Global, Inc.), a Delaware corporation ("Renovare"), BHT Financial, LLC, a Delaware limited liability company ("BHT Financial"), BioHiTech America, LLC a Delaware limited liability company ("BHT America"), BioHiTech Europe, PLC, a United Kingdom private limited company ("BHT UK"), E.N.A. Renewables, LLC, a Delaware limited liability company ("ENA"), and New Windsor Resource Recovery, LLC, a Delaware limited liability company ("New Windsor,"

and together with Renovare, BHT Financial, BHT America, BHT UK, and ENA, collectively, jointly and severally referred to herein as the "Guarantors" and each a "Guarantor") and Michaelson Capital Special Finance Fund II, L.P., a Delaware limited partnership ("Noteholder").

RECITALS

A. Noteholder has made a senior secured term loan to Guarantors evidenced by the Senior Secured Term Note, dated February 2, 2018, made by Guarantors payable to Noteholder in the original principal amount of $5,000,000 (as amended prior to the date hereof, the "Existing Note"), which is subject to, and secured pursuant to, the Note Purchase and Security Agreement, dated as of February 2, 2018, by and among Guarantors and Noteholder (as amended, prior hereto, the "Existing Note Purchase and Security Agreement").

B. TraQiQ, Inc., a California corporation ("Borrower") has assumed the indebtedness and other obligations of Guarantors under the Existing Note as set forth in the Assumption Agreement, dated as of the date hereof, by and among Borrower and Noteholder, as acknowledged and agreed to by Guarantors (the "Assumption Agreement"), and pursuant to such assumption, the Existing Note has been amended and restated, and as amended and restated, replaced and superseded by the Senior Secured Term Note, dated as of the date hereof, made by Borrower payable to Noteholder in the original principal amount of $3,017,089.84 (the "Restated Note"), provided, that, the Guarantors continue to be jointly and severally liable in respect of the indebtedness and other obligations now evidenced by or arising under the Restated Note pursuant to the Guaranty and Suretyship Agreement, dated as of the date hereof, by the Guarantors with and in favor of Noteholder (the "Guaranty").

C. In view of the restatement of the existing indebtedness and other obligations of the Guarantors pursuant to the Guaranty, the Guarantors have requested that Noteholder amend and restate the Existing Note Purchase and Security Agreement to refer to the Guaranty and make certain other amendments as a result of the transaction contemplated in the Assumption Agreement.

D. Noteholder has agreed to amend and restate the Existing Note Purchase and Security Agreement all in accordance with the terms of this Agreement.

E. Capitalized terms used herein shall have the meanings assigned to them in Schedule A and, for purposes of this Agreement and any other Noteholder Documents, the rules of construction set forth in Schedule A shall govern. All schedules, attachments, addenda and exhibits hereto, or expressly identified to this Agreement, are incorporated herein by reference, and taken together with this Agreement, constitute but a single agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, intending to be legally bound hereby, the parties hereto agree as follows:

1. Guaranty and Mandatory Prepayments.

1.1 Guaranty. Each Guarantor unconditionally guarantees, as surety, to Noteholder, its successors, endorsees and assigns, the prompt payment, when due, of all of the Borrower's obligations under the Restated Note and all related agreements, documents and instruments, including all principal and other amounts, whether matured or unmatured, absolute or contingent, direct or indirect, joint or several, of any nature whatsoever, and any costs and legal fees and expenses incurred by Noteholder in the enforcement thereof as set forth in the Guaranty.

1.2 Mandatory Prepayment. In addition to any payments made by Borrower in respect of the indebtedness evidenced by or arising under the Restated Note, or by any Guarantor in respect of the indebtedness under the Guaranty, and not in limitation of any rights to payment of Noteholder provided for in the Restated Note or any related agreements, documents or instruments, in the event of the sale or other disposition by or on behalf of Renovare (or any Affiliate of Renovare) of the real property located in 36 Riverside Avenue, Rensselaer, New York (the "New York Property"), or any or all of the equity of any owner of the New York Property (each a "Mandatory Prepayment Event"), on the date of such sale or other disposition, Guarantors shall pay to Noteholder in cash an amount equal to $1,250,000 plus fifty percent (50%) of the net cash proceeds received or to be received by or on behalf of Renovare or any Affiliate in respect of such sale or other disposition in excess of $1,250,000. Such payment shall be applied to the

principal balance of the Restated Note in the inverse order of maturity, but shall not exceed the amounts due and owing under the Restated Note. Guarantors shall deliver to Noteholder written notice at least thirty (30) days prior to the occurrence of any Mandatory Prepayment Event, which notice shall describe the Mandatory Prepayment Event in detail. The payment to MCSFF pursuant to such Mandatory Prepayment Event may, at the option of Noteholder and in its sole discretion, instead be deemed to be a sale by Noteholder of an interest in the debt evidenced by the Restated Note, on terms and conditions to be determined by Noteholder.

1.3 Application and Allocation of Payments. Guarantors irrevocably agree that Noteholder shall have the continuing and exclusive right to apply any and all payments against the Obligations in such order as Noteholder may deem advisable. Noteholder is authorized to, and at its option may (without prior notice or precondition and at any time or times), but shall not be obligated to, make or cause to be made advances of cash on behalf of Guarantors for: (a) payment of all Fees, expenses, indemnities, charges, costs, principal, interest, or other Obligations owing by Guarantors under the Guaranty, this Agreement or any of the other Noteholder Documents, (b) the payment, performance or satisfaction of any of Guarantors' obligations with respect to preservation of the Collateral, or (c) any premium in whole or in part required in respect of any of the policies of insurance required by this Agreement, and Guarantors agree to repay immediately, in cash, any such amount so advanced by Noteholder.

1.4 Indemnity. Each Guarantor jointly and severally agrees to indemnify and hold Noteholder and its Affiliates, and their respective employees, attorneys and agents (each, an "Indemnified Person"), harmless from and against any and all suits, actions, proceedings, claims, damages, losses, liabilities and expenses of any kind or nature whatsoever (including attorneys' fees and disbursements and other costs of investigation or defense, including those incurred upon any appeal) that may be instituted or asserted against or incurred by any such Indemnified Person as the result of credit having been extended, suspended or terminated under this Agreement and the other Noteholder Documents or with respect to the execution, delivery, enforcement, performance and administration of, or in any other way arising out of or relating to, this Agreement and the other Noteholder Documents or any other documents or transactions contemplated by or referred to herein or therein and any actions or failures to act with respect to any of the foregoing, including any and all product liabilities, Taxes and legal costs and expenses arising out of or incurred in connection with disputes between or among any parties to any of the Noteholder Documents (collectively, "Indemnified Liabilities"), except to the extent that any such Indemnified Liability is finally determined by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence or willful misconduct. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO INDEMNIFIED PERSON SHALL BE RESPONSIBLE OR LIABLE TO ANY GUARANTOR, ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON ASSERTING CLAIMS DERIVATIVELY THROUGH SUCH PARTY, FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR FOR INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT MAY BE ALLEGED AS A RESULT OF CREDIT HAVING BEEN EXTENDED, SUSPENDED OR TERMINATED UNDER THIS AGREEMENT OR ANY OTHER NOTEHOLDER DOCUMENT OR AS A RESULT OF ANY OTHER TRANSACTION CONTEMPLATED HEREUNDER OR THEREUNDER.

2. [Reserved]

3. Representations, Warranties and Affirmative Covenants. To induce Noteholder to enter into this Agreement and the transactions contemplated in the Assumption Agreement, each Guarantor, jointly and severally, represents and warrants to Noteholder (each of which representations and warranties shall survive the execution and delivery of this Agreement), and promises to and agrees with Noteholder until the Termination Date as follows:

3.1 Corporate Existence; Compliance with Law. Each Guarantor is, as of the Effective Date, and will continue to be (a) a corporation, limited liability company or limited partnership, as applicable, duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, (b) duly qualified to do business and in good standing in each other jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect, and (c) in compliance with all Requirements of Law and Contractual Obligations in all material respects.

3.2 Executive Offices; Corporate or Other Names. (a) Each Guarantor's name as it appears in official filings in the state of its incorporation or organization, (b) the type of entity of each Guarantor, (c) the organizational identification number issued by each such Guarantor's state of incorporation or organization or a statement that no such number has been issued, (d) each Guarantor's state of organization or incorporation, and (e) the location of each Guarantor's chief executive office, corporate offices, warehouses, other locations of Collateral and locations where records with respect to Collateral are kept (including in each case the county of such

locations) are as set forth in Schedule 3.2 and, except as set forth in such Schedule, such locations have not changed during the preceding twelve months.

3.3 Corporate Power; Authorization; Enforceable Obligations. The execution, delivery and performance by each Guarantor of the Noteholder Documents to which it is a party, and the creation of all Liens provided for herein and therein: (a) are and will continue to be within such Guarantor's power and authority; (b) have been and will continue to be duly authorized by all necessary or proper action; (c) are not and will not be in violation of any Requirement of Law or Contractual Obligation of such Guarantor; (d) do not and will not result in the creation or imposition of any Lien (other than Permitted Encumbrances) upon any of the Collateral; and (e) do not and will not require the consent or approval of any Governmental Authority or any other Person. As of the Effective Date, each Noteholder Document shall have been duly executed and delivered on behalf of each Guarantor party thereto, and each such Noteholder Document upon such execution and delivery shall be and will continue to be a legal, valid and binding obligation of such Guarantor, enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

3.4 Full Disclosure. No information contained in any Noteholder Document, the Financial Statements, Projections or any written statement furnished by or on behalf of any Guarantor under any Noteholder Document, or to induce Noteholder to execute the Noteholder Documents, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. There is no fact which has, or could reasonably be expected to have, a Material Adverse Effect on Guarantors, which fact has not been set forth herein, in the Financial Statements, or any certificate, opinion or other written statement made or furnished by any Guarantor to Noteholder. Guarantors shall, promptly upon the request of Noteholder, furnish to Noteholder such other reports and information in connection with the affairs, business, financial condition, operations, or management of Guarantors or the Collateral as Noteholder may request, all in reasonable detail.

3.5 Further Assurances. At any time and from time to time, upon the written request of Noteholder and at the sole expense of Guarantors, Guarantors shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Noteholder may reasonably deem desirable (a) to obtain the full benefits of this Agreement and the other Noteholder Documents, (b) to protect, preserve and maintain Noteholder's rights in any Collateral, or (c) to enable Noteholder to exercise all or any of the rights and powers herein granted.

3.6 Survival. All of the foregoing representations and warranties shall survive the execution and delivery of this Agreement and the Note and the making by Noteholder of the loan hereunder and shall continue in full force and effect so long as any Obligation of Guarantors to Noteholder is outstanding or unperformed or this Agreement remains in effect.

4. [Reserved].

5. Negative Covenants. Each of the Guarantors covenants and agrees (for itself and each other Guarantor) that, without Noteholder's prior written consent, from the Effective Date until the Termination Date, none or Guarantors shall, directly or indirectly, by operation of law or otherwise:

(a) form any Subsidiary or merge with, consolidate with, acquire all or substantially all of the assets or Stock of, or otherwise combine with or make any investment in or loan or advance to, any Person, or make or permit any Restricted Payment;

(b) create, incur, assume or permit to exist any Indebtedness, except as consented to by Noteholder;

(c) create or permit any Lien on any of Guarantors' properties or assets, except for Permitted Encumbrances;

(d) sell, Transfer, issue, convey, assign or otherwise dispose of (i) any of its assets or properties, including its Accounts, (ii) any shares of its Stock, or (iii) engage in any sale-leaseback, synthetic lease or similar transaction; *provided*, *however*, that the foregoing shall not prohibit the sale of Inventory in the ordinary course of its business or obsolete, worn-out, surplus or unnecessary Equipment;

(e) change (i) its name as it appears in official filings in the state of its incorporation or organization, (ii) its chief executive office, corporate offices, warehouses or other Collateral locations, or location of its records concerning the Collateral, (iii) the type of legal entity that it is, (iv) its organization identification number, if any, issued by its state of incorporation or organization, or (v) its state of incorporation or organization, or acquire, lease or use any real estate after the Effective Date without such Person, in each instance, giving at least thirty (30) days prior written notice thereof to Noteholder and taking all actions deemed reasonably necessary or appropriate by Noteholder to continuously protect and perfect Noteholder's Liens upon the Collateral;

(f) establish any depository or other bank account of any kind with any financial institution (other than the accounts disclosed to Noteholder prior to the date hereof) without Noteholder's prior written consent, which such consent will require that any such new account be subject to a Blocking Account Agreement in a form reasonably acceptable to Noteholder.

6. Security Interest.

6.1 Grant of Security Interest.

(a) As collateral security for the prompt and complete payment and performance of the Obligations, each Guarantor hereby grants to Noteholder, and hereby confirms, reaffirms and restates the prior grant thereof pursuant to the Existing Note Purchase and Security Agreement, a security interest in and Lien upon all of its personal property, tangible or intangible, and whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all of the following personal property in which it now has or at any time in the future may acquire any right, title or interest: all Accounts; all Deposit Accounts, all other bank accounts and all funds on deposit therein; all money, cash and cash equivalents; all Investment Property; all Stock (other than Renovare's membership interests (the "EWV Stock") in Entsorga West Virginia, LLC, a Delaware limited liability company ("EWV"), which shall not be subject to Noteholder's security interest); all Goods (including Inventory, Equipment and Fixtures); all future cash flow and distributions with respect to the EWV Stock; all operational leases, all Chattel Paper, Documents and Instruments; all Books and Records; all General Intangibles (including all Intellectual Property, contract rights, choses in action, Payment Intangibles and Software); all Letter-of-Credit Rights; all Supporting Obligations; and to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payment not otherwise included in the foregoing and products of all and any of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing, but excluding in all events, the EWV Stock (all of the foregoing, together with any other collateral pledged to Noteholder, pursuant to any other Noteholder Document, collectively, the "Collateral").

(b) Guarantors and Noteholder agree that this Agreement creates, and is intended to create, valid and continuing Liens upon the Collateral in favor of Noteholder. Guarantors represents, warrants and promises to Noteholder that: (i) each Guarantor has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien pursuant to the Noteholder Documents, free and clear of any and all Liens or claims of others, other than Permitted Encumbrances; (ii) the security interests granted pursuant to this Agreement will constitute valid perfected security interests in all of the Collateral in favor of Noteholder as security for the prompt and complete payment and performance of the Obligations, enforceable in accordance with the terms hereof against any and all creditors of and Noteholders from any Guarantor and such security interests are prior to all other Liens on the Collateral in existence on the date hereof except for Permitted Encumbrances that have priority by operation of law or, with respect to the Revised Comerica Facility, with the content of Noteholder; and (iii) no effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is or will be on file or of record in any public office, except those relating to Permitted Encumbrances. Guarantors promise to defend the right, title and interest of Noteholder in and to the Collateral against the claims and demands of all Persons whomsoever, and each shall take such actions, including (A) all actions necessary to grant Noteholder "control" of any Investment Property, Deposit Accounts, Letter-of-Credit Rights or electronic Chattel Paper owned by such Guarantor, with any agreements establishing control to be in form and substance satisfactory to Noteholder, (B) the prompt delivery of all original Instruments, Chattel Paper, negotiable Documents and certificated Stock owned by such Guarantor (in each case, accompanied by stock powers, allonges or other instruments of transfer executed in blank), (C) notification of Noteholder's interest in Collateral at Noteholder's request, and (D) the institution of litigation against third parties as shall be prudent in order to protect and preserve each Guarantor's and Noteholder's respective and several interests in the Collateral. Each of the Guarantors shall mark its Books and Records pertaining to the Collateral to evidence the Noteholder Documents and the Liens granted under the Noteholder Documents. Upon the request of Noteholder, if any Guarantor retains possession of any Chattel Paper or Instrument with Noteholder's consent, such Chattel Paper and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of Michaelson Capital Special Finance Fund

II, L.P." Each Guarantor executing this Agreement shall promptly, and in any event within five (5) Business Days after the same is acquired by it, notify Noteholder of any commercial tort claims (as defined in the Code) acquired by it and unless otherwise consented by Noteholder, such Guarantor shall enter into a supplement to this Agreement granting to Noteholder a Lien in such commercial tort claim.

6.2 Noteholder's Rights.

(a) Noteholder may, (i) at any time in Noteholder's own name or in the name of Guarantors, communicate with Account Debtors, parties to Contracts, and obligors in respect of Instruments, Chattel Paper or other Collateral to verify to Noteholder's satisfaction, the existence, amount and terms of, and any other matter relating to, Accounts, Payment Intangibles, Instruments, Chattel Paper or other Collateral, and (ii) at any time after a Default has occurred and is continuing and without prior notice to Guarantors, notify Account Debtors and other Persons obligated on any Collateral that Noteholder has a security interest therein and that payments shall be made directly to Noteholder. Upon the request of Noteholder, Guarantors shall so notify such Account Debtors, parties to Contracts, and obligors in respect of Instruments, Chattel Paper or other Collateral. Guarantors hereby constitute Noteholder or Noteholder's designee as Guarantors' attorney with power to endorse Guarantor's name upon any notes, acceptance drafts, money orders or other evidences of payment or Collateral.

(b) Guarantors shall remain liable under each Contract, Instrument and License to observe and perform all the conditions and obligations to be observed and performed by them thereunder, and Noteholder shall have no obligation or liability whatsoever to any Person under any Contract, Instrument or License by reason of or arising out of the execution, delivery or performance of this Agreement, and Noteholder shall not be required or obligated in any manner (i) to perform or fulfill any of the obligations of Guarantors, (ii) to make any payment or inquiry, or (iii) to take any action of any kind to collect, compromise or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times under or pursuant to any Contract, Instrument or License.

(c) After the occurrence and during the continuance of an Event of Default, Guarantors, at their own expense, shall cause the certified public accountant then engaged by Guarantors to prepare and deliver to Noteholder at any time and from time to time, promptly upon Noteholder's request, the following reports: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) test verifications of such Accounts as Noteholder may request. Guarantors, at their own expense, shall cause its certified independent public accountants to deliver to Noteholder the results of any physical verifications of all or any portion of the Inventory made or observed by such accountants when and if such verification is conducted. Noteholder shall be permitted to observe and consult with Guarantors' accountants in the performance of these tasks.

6.3 Noteholder's Appointment as Attorney-in-fact. The existing Power of Attorney granted by Guarantors to Noteholder pursuant to the Existing Note Purchase and Security Agreement shall continue in full force and effect. The power of attorney granted pursuant to the Power of Attorney and all powers granted under any Noteholder Document are powers coupled with an interest and shall be irrevocable until the Termination Date. The powers conferred on Noteholder under the Power of Attorney are solely to protect Noteholder's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Noteholder agrees not to exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing. Each Guarantor also hereby (i) authorizes Noteholder to file any financing statements, continuation statements or amendments thereto that (A) indicate the Collateral (1) as all personal property assets of such Guarantor (or any portion of such Guarantor's assets) or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Code of such jurisdiction, or (2) as being of an equal or lesser scope or with greater detail, and (B) contain any other information required by Part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment and (ii) ratifies its authorization for Noteholder to have filed any initial financial statements, or amendments thereto if filed prior to the date hereof. Each Guarantor acknowledges that they are not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Noteholder and agrees that they will not do so without the prior written consent of Noteholder, subject to such Guarantor's rights under Section 9-509(d)(2) of the Code.

7. Events of Default: Rights and Remedies.

7.1 Events of Default. The occurrence of any one or more of the following events (regardless of the reason therefor) shall constitute an "Event of Default" hereunder which shall be deemed to be continuing until waived in writing by Noteholder in accordance with Section 9.3:

(a) Guarantors shall fail to make any payment in respect of any Obligations when due and payable or declared due and payable and such failure continues for a period of ten (10) days after the date such payment was due or declared due and payable; or

(b) (i) Guarantors shall fail or neglect to perform, keep or observe any of the covenants, promises, agreements, requirements, conditions or other terms or provisions contained in Sections 3 or 5 of this Agreement, or (ii) Guarantors shall fail or neglect to perform, keep or observe any of the other covenants, promises, agreements, requirements, conditions or terms or provisions contained in this Agreement or any of the other Noteholder Documents (excluding those covenants contained in Sections 3 or 5 of this Agreement), and Guarantors has failed to cure such default within ten (10) days of the occurrence thereof; or

(c) any representation or warranty in this Agreement or any other Noteholder Document, or in any written statement pursuant hereto or thereto, or in any report, financial statement or certificate made or delivered to Noteholder by any Guarantor shall be untrue or incorrect in any material respects as of the date when made or deemed made, regardless of whether such breach involves a representation or warranty with respect to a Guarantor that has not signed this Agreement; or

(d) a case or proceeding shall have been commenced involuntarily against any Guarantor in a court having competent jurisdiction seeking a decree or order: (i) under the United States Bankruptcy Code or any other applicable Federal, state or foreign bankruptcy or other similar law, and seeking either (A) the appointment of a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) for such Person or of any substantial part of its properties, or (B) the reorganization or winding up or liquidation of the affairs of any such Person, and such case or proceeding shall remain undismissed or unstayed for sixty (60) consecutive days or such court shall enter a decree or order granting the relief sought in such case or proceeding; or (ii) invalidating or denying any Person's right, power, or competence to enter into or perform any of its obligations under any Noteholder Document or invalidating or denying the validity or enforceability of this Agreement or any other Noteholder Document or any action taken hereunder or thereunder; or

(e) any Guarantor shall (i) commence any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it or seeking appointment of a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) for it or any substantial part of its properties, (ii) make a general assignment for the benefit of creditors, (iii) consent to or take any action in furtherance of, or, indicating its consent to, approval of, or acquiescence in, any of the acts set forth in paragraph (d) of this Section 7.1 or this paragraph (e), or (iv) shall admit in writing its inability to, or shall be generally unable to, pay its debts as such debts become due; or

(f) a final judgment or judgments for the payment of money in excess of the Minimum Actionable Amount in the aggregate shall be rendered against any Guarantor, unless the same shall be (i) fully covered by insurance and the issuer(s) of the applicable policies shall have acknowledged full coverage in writing within ten (10) days of judgment, or (ii) vacated, stayed, bonded, paid or discharged within a period of ten (10) days from the date of such judgment; or

(g) a Change of Control shall have occurred with respect to any Guarantor.

7.2 Remedies.

(a) If any Event of Default shall have occurred and be continuing, Noteholder may, without additional notice, take any one or more of the following actions: (i) declare all or any portion of the Obligations to be forthwith due and payable, whereupon such Obligations shall become and be due and payable; or (ii) exercise any rights and remedies provided to Noteholder under the Noteholder Documents or at law or equity, including all remedies provided under the Code; *provided*, that upon the

occurrence of any Event of Default specified in Sections 7.1(d) or (e), the Obligations shall become immediately due and payable without declaration, notice or demand by Noteholder.

(b) Without limiting the generality of the foregoing, each Guarantor expressly agrees that upon the occurrence of any Event of Default, Noteholder may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Noteholder shall have the right upon any such public sale, to the extent permitted by law, to purchase for the benefit of Noteholder the whole or any part of said Collateral so sold, free of any right of equity of redemption, which right each Guarantor hereby releases. Such sales may be adjourned, or continued from time to time with or without notice. Noteholder shall have the right to conduct such sales on any Guarantor's premises or elsewhere and shall have the right to use any Guarantor's premises without rent or other charge for such sales or other action with respect to the Collateral for such time as Noteholder deems necessary or advisable.

(c) Upon the occurrence and during the continuance of an Event of Default and at Noteholder's request, each Guarantor agrees, to assemble the Collateral and make it available to Noteholder at places within the Eastern United States that Noteholder shall reasonably select, whether at its premises or elsewhere. Until Noteholder is able to effect a sale, lease, or other disposition of the Collateral, Noteholder shall have the right to complete, assemble, use or operate the Collateral or any part thereof, to the extent that Noteholder deems appropriate, for the purpose of preserving such Collateral or its value or for any other purpose. Noteholder shall have no obligation to any Guarantor to maintain or preserve the rights of any Guarantor as against third parties with respect to any Collateral while such Collateral is in the possession of Noteholder. Noteholder may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of Noteholder's remedies with respect thereto without prior notice or hearing. To the maximum extent permitted by applicable law, each Guarantor waives all claims, damages, and demands against Noteholder, its Affiliates, agents, and the officers and employees of any of them arising out of the repossession, retention or sale of any Collateral except such as are determined in a final judgment by a court of competent jurisdiction to have arisen solely out of the gross negligence or willful misconduct of such Person. Each Guarantor agrees that ten (10) days' prior notice by Noteholder to such Guarantor of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Guarantors shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Noteholder is entitled. The Proceeds of any sale, disposition or other realization upon any Collateral shall be applied by Noteholder upon receipt to the Obligations in such order as Noteholder may deem advisable in its sole discretion.

(d) Noteholder's rights and remedies under this Agreement shall be cumulative and nonexclusive of any other rights and remedies that Noteholder may have under any Noteholder Document or at law or in equity. Recourse to the Collateral shall not be required. All provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited, to the extent necessary, so that they do not render this Agreement invalid or unenforceable, in whole or in part.

7.3 Waivers by Credit Parties. Except as otherwise provided for in this Agreement and to the fullest extent permitted by applicable law, Each Guarantor waives: (a) presentment, demand and protest, and notice of presentment, dishonor, intent to accelerate, acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all Noteholder Documents, the Guaranty or any other notes, commercial paper, Accounts, Contracts, Documents, Instruments, Chattel Paper and guaranties at any time held by Noteholder on which such Guarantor may in any way be liable, and hereby ratifies and confirms whatever Noteholder may do in this regard; (b) all rights to notice and a hearing prior to Noteholder's taking possession or control of, or to Noteholder's replevy, attachment or levy upon, any Collateral or any bond or security that might be required by any court prior to allowing Noteholder to exercise any of its remedies; and (c) the benefit of all valuation, appraisal and exemption laws. Each Guarantor acknowledges that it has been advised by counsel of its choices and decisions with respect to this Agreement, the other Noteholder Documents and the transactions evidenced hereby and thereby.

8. Reserved.

9. Miscellaneous.

9.1 Complete Agreement; Modification of Agreement. This Agreement and the other Noteholder Documents constitute the complete agreement between the parties with respect to the subject matter hereof and thereof, supersede all prior agreements, commitments, understandings or inducements (oral or written, expressed or implied). No Noteholder Document may be modified, altered or amended except by a written agreement signed by Noteholder and each other Guarantor a party to such Noteholder Document. Guarantors shall have all duties and obligations under this Agreement and such other Noteholder Documents from the date of its execution and delivery. This Agreement and the other Noteholder Documents are the result of negotiations among and have been reviewed by counsel to Noteholder and the other parties, and are the products of all parties. Accordingly, this Agreement and the other Noteholder Documents shall not be construed against Noteholder merely because of Noteholder's involvement in their preparation.

9.2 Expenses. Guarantors agree to pay or reimburse Noteholder for all reasonable, documented out of pocket costs and expenses (including the fees and expenses of all counsel, advisors, consultants (including environmental and management consultants) and auditors retained in connection therewith), incurred in connection with: (a) the preparation, negotiation, execution, delivery, performance and enforcement of the Noteholder Documents and the preservation of any rights thereunder (*provided*, *however*, that reimbursement of legal fees incurred in connection with the preparation, negotiation, execution and delivery of this Agreement and the other Noteholder Documents shall be capped at $50,000); (b) collection including deficiency collections; (c) [reserved]; (d) any amendment, waiver or other modification or waiver of, or consent with respect to any Noteholder Document or advice in connection with the administration of the Guaranty or the rights thereunder; (e) any litigation, dispute, suit, proceeding or action (whether instituted by or between any combination of Noteholder, Guarantors or any other Person), and an appeal or review thereof, in any way relating to the Collateral, any Noteholder Document, or any action taken or any other agreements to be executed or delivered in connection therewith, whether as a party, witness or otherwise; and (f) any effort (i) to monitor the Collateral, the obligations of Guarantors and the business activities of Guarantors, (ii) to evaluate, observe or assess Guarantors or the affairs of such Person, and (iii) to verify, protect, evaluate, assess, appraise, collect, sell, liquidate or otherwise dispose of the Collateral.

9.3 No Waiver. Neither Noteholder's failure, at any time, to require strict performance by Guarantors of any provision of any Noteholder Document, nor Noteholder's failure to exercise, nor any delay in exercising, any right, power or privilege hereunder, shall operate as a waiver thereof or waive, affect or diminish any right of Noteholder thereafter to demand strict compliance and performance therewith. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or future exercise thereof or the exercise of any other right, power or privilege. Any suspension or waiver of a Default or other provision under the Noteholder Documents shall not suspend, waive or affect any other Default or other provision under any Noteholder Document, and shall not be construed as a bar to any right or remedy that Noteholder would otherwise have had on any future occasion. None of the undertakings, indemnities, agreements, warranties, covenants and representations of Guarantors to Noteholder contained in any Noteholder Document and no Default by Guarantors under any Noteholder Document shall be deemed to have been suspended or waived by Noteholder, unless such waiver or suspension is by an instrument in writing signed by an officer or other authorized employee of Noteholder and directed to Guarantors specifying such suspension or waiver (and then such waiver shall be effective only to the extent therein expressly set forth), and Noteholder shall not, by any act (other than execution of a formal written waiver), delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder.

9.4 Severability; Section Titles. Wherever possible, each provision of the Noteholder Documents shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of any Noteholder Document shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of such Noteholder Document. Except as otherwise expressly provided for in the Noteholder Documents, no termination or cancellation (regardless of cause or procedure) of any financing arrangement under the Noteholder Documents shall in any way affect or impair the Obligations, duties, covenants, representations and warranties, indemnities, and liabilities of Guarantors or the rights of Noteholder relating to any unpaid Obligation, (due or not due, liquidated, contingent or unliquidated), or any transaction or event occurring prior to such termination, or any transaction or event, all of which shall not terminate or expire, but rather shall survive such termination or cancellation and shall continue in full force and effect until the Termination Date; *provided*, that all indemnity obligations of Guarantors under the Noteholder Documents shall survive the Termination Date. The Section titles contained in any Noteholder Document are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties thereto.

9.5 Authorized Signature. Until Noteholder shall be notified in writing by Guarantors to the contrary, the signature upon any document or instrument delivered pursuant hereto and believed by Noteholder or any of Noteholder's officers, agents, or employees to be that of an officer of Guarantors shall bind Guarantors and be deemed to be the act of Guarantors affixed pursuant to and in accordance with resolutions duly adopted by Guarantors' Board of Directors, and Noteholder shall be entitled to assume the authority of each signature and authority of the person whose signature it is or appears to be unless the person acting in reliance thereon shall have actual knowledge to the contrary.

9.6 Notices. Except as otherwise provided herein, whenever any notice, demand, request or other communication shall or may be given to or served upon any party by any other party, or whenever any party desires to give or serve upon any other party any communication with respect to this Agreement, each such communication shall be in writing and shall be deemed to have been validly served, given or delivered (a) upon the earlier of actual receipt and three (3) days after deposit in the United States Mail, registered or certified mail, return receipt requested, with proper postage prepaid, (b) upon transmission, when sent by telecopy or other similar facsimile transmission (with such telecopy or facsimile promptly confirmed by delivery of a copy by personal delivery or United States Mail as otherwise provided in this Section 9.6), (c) when transmitted to an electronic mail address (or by another means of electronic delivery), upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), (d) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid or (e) when hand-delivered, all of which shall be addressed to the party to be notified and sent to the address, email address or facsimile number indicated in Schedule B or to such other address (or email address or facsimile number) as may be substituted by notice given as herein provided. Failure or delay in delivering copies of any such communication to any Person (other than Guarantors or Noteholder) designated in Schedule B to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request or other communication.

9.7 Counterparts; Electronic Execution. This Agreement and any other Noteholder Document may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The foregoing shall apply to any notice sent hereunder.

9.8 Time of the Essence. Time is of the essence for performance of the Obligations under the Noteholder Documents.

9.9 GOVERNING LAW. THE NOTEHOLDER DOCUMENTS AND THE OBLIGATIONS ARISING UNDER THE NOTEHOLDER DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS.

9.10 SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL. EACH GUARANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GUARANTORS AND NOTEHOLDER PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER NOTEHOLDER DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE OTHER NOTEHOLDER DOCUMENTS; *PROVIDED*, THAT NOTEHOLDER AND GUARANTORS ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE NOTEHOLDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF NOTEHOLDER. GUARANTORS EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND

GUARANTORS HEREBY WAIVE ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. GUARANTORS EXECUTING THIS AGREEMENT HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREE THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GUARANTORS AT THE ADDRESS SET FORTH IN SCHEDULE B OF THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF GUARANTORS' ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID.

(A) THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THE NOTEHOLDER, GUARANTORS ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE NOTEHOLDER DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

9.11 USA Patriot Act Notice. Noteholder hereby notifies Guarantors that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), it is required to obtain, verify and record information that identifies Guarantors, which information includes the name and address of Guarantors and other information that will allow Noteholder to identify Guarantors in accordance therewith.

9.12 Reinstatement. This Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time payment of all or any part of the Obligations is rescinded or must otherwise be returned or restored by Noteholder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Guarantors, or otherwise, all as though such payments had not been made.

9.13 Restatement. As of the Effective Date, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Note Purchase and Security Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement; except, that, nothing herein or in the other Noteholder Documents shall impair or adversely affect the continuation of the liability of the Guarantors for the Obligations and the continuation of Noteholder's Liens on the Collateral heretofore granted, pledged and /or assigned pursuant to the Existing Note Purchase and Security Agreement and the other Noteholder Documents. The Guarantors hereby acknowledge, confirm and agree that Noteholder has and shall continue to have a Lien upon the Collateral heretofore granted to Noteholder pursuant to the Existing Note Purchase and Security Agreement, as well as any Collateral granted, confirmed, reaffirmed and restated under this Agreement. Noteholder's Liens in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such Liens, whether under the Existing Note Purchase and Security Agreement or any other Noteholder Documents. The amendment and restatement contained herein shall not, in and of itself, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of the Guarantors evidenced by or arising under the Existing Note, the Existing Note Purchase and Security Agreement or the other Noteholder Documents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amended and Restated Security Agreement has been duly executed as of the date first written above.

Guarantors:

RENOVARE ENVIRONMENTAL, INC.
(F/K/A BIOHITECH GLOBAL, INC.)
RENOVARE BIOHITECH GLOBAL, INC.
BHT FINANCIAL, LLC
BIOHITECH AMERICA, LLC
BIOHITECH EUROPE, LTD.

E.N.A. RENEWABLES, LLC
NEW WINDSOR RESOURCE
RECOVERY, LLC

By: _____
Name: _____
Title: _____

Noteholder:

MICHAELSON CAPITAL SPECIAL
FINANCE FUND II, LP

By: Michaelson Capital SFF II, LLC, its
Investment Advisor

By: _____
Name: _____
Title: _____

SCHEDULE A - DEFINITIONS

Capitalized terms used in this Agreement and the other Noteholder Documents shall have (unless otherwise provided elsewhere in this Agreement or in the other Noteholder Documents) the following respective meanings:

"**Account Debtor**" shall mean any Person who is or may become obligated with respect to, or on account of, an Account, Chattel Paper or General Intangible (including a Payment Intangible).

"**Accounts**" means all "accounts," as such term is defined in the Code, now owned or hereafter acquired by any Person, including: (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper or Instruments) (including any such obligations which may be characterized as an account or contract right under the Code); (b) all of such Person's rights in, to and under all purchase orders or receipts for goods or services; (c) all of such Person's rights to any goods represented by any of the foregoing (including unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods); (d) all rights to payment due to such Person for Goods or other property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, for a secondary obligation incurred or to be incurred, for energy provided or to be provided, for the use or hire of a vessel under a charter or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by such Person or in connection with any other transaction (whether or not yet earned by performance on the part of such Person); (e) all health care insurance receivables; and (f) all collateral security of any kind given by any Account Debtor or any other Person with respect to any of the foregoing.

"**Affiliate**" means, with respect to any Person: (a) each other Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, ten percent (10%) or more of the Stock having ordinary voting power for the election of directors of such Person; (b) each other Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person; or (c) each of such Person's officers, directors, joint venturers and partners. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" means this Agreement including all appendices, exhibits or schedules attached or otherwise identified thereto, restatements and modifications and supplements thereto, and any appendices, exhibits or schedules to any of the foregoing, each as effect at the time such reference becomes operative; *provided*, that except as specifically set forth in this Agreement, any reference to the Schedules to this Agreement shall be deemed a reference to the Schedules as in effect on the Effective Date or in a written amendment thereto executed by or on behalf Guarantors and Noteholder.

"**Blocked Account**" and "**Blocked Account Agreement**" means a "control" or other agreements in form and substance acceptable to Noteholder which, among other things, establishes Noteholder's perfection and rights in such bank deposit accounts or other accounts under the UCC and other applicable law.

"**BHT Financial**" has the meaning assigned to it in the preamble of this Agreement.

"**Books and Records**" means all books, records, board minutes, contracts, licenses, insurance policies, environmental audits, business plans, files, computer files, computer discs and other data and software storage and media devices, accounting books and records, financial statements (actual and pro forma), filings with Governmental Authorities and any and all records and instruments relating to the Collateral or Guarantors' business.

"**Business Day**" means any day that is not a Saturday, a Sunday or a day on which banks are required or permitted to be closed in the State of New York.

"**Capital Lease**" means, with respect to any Person, any lease of any property (whether real, personal or mixed) by such Person as lessee that, in accordance with GAAP, either would be required to be classified and accounted for as a capital lease on a balance sheet of such Person or otherwise would be disclosed as such in a note to such balance sheet, other than, in the case of Guarantors, any such lease under which a Guarantor is the lessor.

"**Capital Lease Obligation**" means, with respect to any Capital Lease, the amount of the obligation of the lessee thereunder that, in accordance with GAAP, would appear on a balance sheet of such lessee in respect of such Capital Lease or otherwise be disclosed in a note to such balance sheet.

"**Cash and Cash Equivalents**" shall mean, as of any date, cash on hand and cash equivalents that are immediately convertible into cash as determined in accordance with GAAP.

"**Change of Control**" means, with respect to any Person on or after the Effective Date, that any change in the composition of such Person's stockholders as of the Effective Date shall occur which would result in any stockholder or group acquiring 49.9% or more of any class of Stock of such Person, or that any Person (or group of Persons acting in concert) shall otherwise acquire, directly or indirectly (including through Affiliates), the power to elect a majority of the Board of Directors of such Person or otherwise direct the management or affairs of such Person by obtaining proxies, entering into voting agreements or trusts, acquiring securities or otherwise.

"**Charges**" means all Federal, state, county, city, municipal, local, foreign or other governmental taxes (including taxes owed to PBGC at the time due and payable), levies, customs or other duties, assessments, charges, liens, and all additional charges, interest, penalties, expenses, claims or encumbrances upon or relating to (a) the Collateral, (b) the Obligations, (c) the employees, payroll, income or gross receipts of any Guarantor, (d) the ownership or use of any assets by any Guarantor, or (e) any other aspect of any Guarantor's business.

"**Chattel Paper**" means all "chattel paper," as such term is defined in the Code, including electronic chattel paper, now owned or hereafter acquired by any Person.

"**Code**" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; *provided*, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Noteholder's Lien on any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Agreement relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions; *provided further*, that to the extent that the Code is used to define any term herein or in any Noteholder Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern.

"**Collateral**" has the meaning assigned to it in Section 6.1.

"**Contracts**" means all the contracts, undertakings, or agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which any Person may now or hereafter have any right, title or interest, including any agreement relating to the terms of payment or the terms of performance of any Account.

"**Contractual Obligation**" means as to any Person, any provision of any security issued by such Person or of any agreement, instrument, or other undertaking to which such Person is a party or by which it or any of its property is bound.

"**Copyright License**" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"**Copyrights**" shall mean all of the following now owned or hereafter adopted or acquired by any Person: (a) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (b) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"**Default**" means any event that, with the passage of time or notice or both, would, unless cured or waived, become an Event of Default.

"**Deposit Accounts**" means all "deposit accounts" as such term is defined in the Code, now or hereafter held in the name of any Person.

"**Documents**" means all "documents," as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located, including all bills of lading, dock warrants, dock receipts, warehouse receipts, and other documents of title, whether negotiable or non-negotiable.

"Effective Date" means the date of this Agreement.

"**Equipment**" means all "equipment" as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located, including any and all machinery, apparatus, equipment, fittings, furniture, fixtures, motor vehicles and other tangible personal property (other than Inventory) of every kind and description that may be now or hereafter used in such Person's operations or which are owned by such Person or in which such Person may have an interest, and all parts, accessories and accessions thereto and substitutions and replacements therefor.

"**Event of Default**" has the meaning assigned to it in Section 7.1.

"**EWV Stock**" has the meaning assigned to it in Section 6.1(a).

"**Fees**" means the fees that may from time to time be due to Noteholder from Guarantors.

"**Financial Statements**" means the consolidated and consolidating income statement, balance sheet and statement of cash flows of Guarantors, internally prepared for each Fiscal Quarter, and audited for each Fiscal Year, prepared in accordance with GAAP.

"**Fiscal Quarter**" means any of the quarterly accounting periods of Guarantors.

"**Fiscal Year**" means the 12-month period of Guarantors ending December 31st of each year. Subsequent changes of the fiscal year of Guarantors shall not change the term "Fiscal Year" unless Noteholder shall consent in writing to such change.

"**Fixtures**" means all "fixtures" as such term is defined in the Code, now owned or hereafter acquired by any Person.

"**GAAP**" means generally accepted accounting principles in the United States of America as in effect from time to time, consistently applied.

"**General Intangibles**" means all "general intangibles," as such term is defined in the Code, now owned or hereafter acquired by any Person, including all right, title and interest that such Person may now or hereafter have in or under any Contract, all Payment Intangibles, customer lists, Licenses, Intellectual Property, interests in partnerships, joint ventures and other business associations, permits, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials, Books and Records, Goodwill (including the Goodwill associated with any Intellectual Property), all rights and claims in or under insurance policies (including insurance for fire, damage, loss, and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key-person, and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit accounts, rights to receive tax refunds and other payments, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged stock, and rights of indemnification.

"**Goods**" means all "goods," as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located, including embedded software to the extent included in "goods" as defined in the Code, manufactured homes, standing timber that is cut and removed for sale and unborn young of animals.

"**Goodwill**" means all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and distribution agreements now owned or hereafter acquired by any Person.

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Guaranteed Indebtedness**" means, as to any Person, any obligation of such Person guaranteeing any indebtedness, lease, dividend, or other obligation ("primary obligations") of any other Person (the "primary obligor") in any manner, including any obligation or arrangement of such guaranteeing Person (whether or not contingent): (a) to purchase or repurchase any such primary obligation; (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet condition of the primary obligor; (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation; or (d) to indemnify the owner of such primary obligation against loss in respect thereof.

"**Guarantors**" and "**Guarantor**" means the Person identified as such in the preamble of this Agreement and any other Person that executes a guaranty or a support, put or other similar agreement in favor of Noteholder in connection with the transactions contemplated by this Agreement.

"**Guaranty**" means the Guaranty and Suretyship Agreement, dated as of the date hereof, by the Guarantors with and in favor of Noteholder, together with all amendments, modifications and supplements thereto, and shall refer to such Guaranty as the same may be in effect at the time such reference becomes operative.

"**Indebtedness**" of any Person means: (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (including reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured, but not including obligations to trade creditors incurred in the ordinary course of business and not more than forty-five (45 days) past due; (b) all obligations evidenced by notes, bonds, debentures or similar instruments; (c) all indebtedness created or arising under any conditional sale or other title retention agreements with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (d) all Capital Lease Obligations; (e) all Guaranteed Indebtedness; (f) all Indebtedness referred to in clauses (a), (b), (c), (d) or (e) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though

such Person has not assumed or become liable for the payment of such Indebtedness; (g) the Obligations; and (h) all liabilities under Title IV of the Employee Retirement Income Security Act of 1974 (or any successor legislation thereto), as amended from time to time, and any regulations promulgated thereunder.

"**Indemnified Liabilities**" and "**Indemnified Person**" have the respective meanings assigned to them in Section 1.4.

"**Instruments**" means all "instruments," as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located, including all certificated securities and all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

"**Intellectual Property**" means any and all Licenses, Patents, Copyrights, Trademarks, trade secrets and customer lists.

"**Inventory**" means all "inventory," as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located, including all inventory, merchandise, goods and other personal property that are held by or on behalf of such Person for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process, finished goods, returned goods or materials or supplies of any kind, nature or description used or consumed or to be used or consumed in such Person's business or in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software.

"**Investment Property**" means all "investment property," as such term is defined in the Code, now owned or hereafter acquired by any Person, wherever located.

"**Letter-of-Credit Rights**" means "letter-of-credit rights" as such term is defined in the Code, now owned or hereafter acquired by any Person, including rights to payment or performance under a letter of credit, whether or not such Person, as beneficiary, has demanded or is entitled to demand payment or performance.

"**License**" means any Copyright License, Patent License, Trademark License or other license of rights or interests, including but not limited to the fully paid technology license for use of the HEBioT technology from Entsorgafin S.P.A., now held or hereafter acquired by any Person.

"**Lien**" means any mortgage, security deed or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, security title, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Code or comparable law of any jurisdiction).

"**Litigation**" means any claim, lawsuit, litigation, investigation or proceeding of or before any arbitrator or Governmental Authority.

"**Mandatory Prepayment Event**" has the meaning assigned to it in Section 1.2.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, assets, operations, or financial or other condition of Guarantors taken as a whole or the industry within which Guarantors operates, (b) Guarantors' ability to pay or perform the Obligations under the Noteholder Documents to which such Guarantor is a party as and when due and in accordance with the terms thereof, (c) the Collateral or Noteholder's Liens on the Collateral or the priority of any such Lien, or (d) Noteholder's rights and remedies under this Agreement and the other Noteholder Documents.

"**Maturity Date**" means December 31, 2023.

"**Minimum Actionable Amount**" means $100,000.

"**Noteholder**" shall have the meaning set forth in the preamble to this Agreement.

"**Noteholder Documents**" means this Agreement, the Guaranty, the Assumption Agreement, the Intellectual Property Security Agreement, the Blocked Account Agreements, and all agreements, mortgages and all other documents, instruments, certificates, and notices at any time delivered by any Person (other than Noteholder) in connection with any of the foregoing.

"**Obligations**" means all loans, advances, debts, expense reimbursement, fees, liabilities, and obligations for the performance of covenants, tasks or duties or for payment of monetary amounts (whether or not such performance is then required or contingent, or amounts are liquidated or determinable) owing by any or all of Guarantors to Noteholder, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument, whether arising under any agreement by the Borrower with or in favor of Noteholder or any of the Noteholder Documents or under any other agreement between Guarantors and Noteholder, and all covenants and duties regarding such amounts. This term includes all amounts that are owing under the Restated Note, including all principal, interest (including interest accruing at the then applicable rate provided for in the Restated Note after the maturity of the Restated Note and interest accruing at the then applicable rate after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), Fees, Charges, expenses, attorneys' fees and any other sum chargeable to Guarantors under any of the Noteholder Documents, and all obligations and liabilities of any Guarantor under any Guaranty.

"**Patent License**" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"**Patents**" means all of the following in which any Person now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (b) all reissues, continuations, continuations-in-part or extensions thereof.

"**Payment Intangibles**" means all "payment intangibles" as such term is defined in the Code, now owned or hereafter acquired by any Person.

"**Permitted Encumbrances**" means the following encumbrances: (a) Liens for taxes or assessments or other governmental Charges or levies, either not yet due and payable or to the extent that nonpayment thereof; (b) pledges or deposits securing obligations under worker's compensation, unemployment insurance, social security or public liability laws or similar legislation; (c) pledges or deposits securing bids, tenders, contracts (other than contracts for the payment of money) or leases to which any Guarantor is a party as lessee made in the ordinary course of business; (d) deposits securing public or statutory obligations of any Guarantor; (e) inchoate and unperfected workers', mechanics', or similar liens arising in the ordinary course of business so long as such Liens attach only to Equipment, fixtures or real estate; (f) carriers', warehousemen's', suppliers' or other similar possessory liens arising in the ordinary course of business and securing indebtedness not yet due and payable, so long as such Liens attach only to Inventory; (g) deposits of money securing, or in lieu of, surety, appeal or customs bonds in proceedings to which any Guarantor is a party; (h) zoning restrictions, easements, licenses, or other restrictions on the use of real property or other minor irregularities in title (including leasehold title) thereto, so long as the same do not materially impair the use, value, or marketability of such real estate; (i) [reserved]; (j) [reserved]; (k) Liens in favor of Noteholder securing the Obligations; and (l) Liens related to the Comerica Facility of up to One Million One Hundred Thousand Dollars ($1,100,000) on specified equipment and the proceeds related thereto with respect to BHT Financial.

"**Person**" means any individual, sole proprietorship, partnership, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether Federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof), and shall include such Person's successors and assigns.

"**Proceeds**" means "proceeds," as such term is defined in the Code and, in any event, shall include: (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Guarantors from time to time with respect to any Collateral; (b) any and all payments (in any form whatsoever) made or due and payable to Guarantors from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority); (c) any claim of any Guarantor against third parties (i) for past, present or future infringement of any Intellectual Property or (ii) for past, present or future infringement or dilution of any Trademark or Trademark

License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License; (d) any recoveries by any Guarantor against third parties with respect to any litigation or dispute concerning any Collateral, including claims arising out of the loss or nonconformity of, interference with the use of, defects in, or infringement of rights in, or damage to, Collateral; (e) all amounts collected on, or distributed on account of, other Collateral, including dividends, interest, distributions and Instruments with respect to Investment Property and pledged Stock; and (f) any and all other amounts, rights to payment or other property acquired upon the sale, lease, license, exchange or other disposition of Collateral and all rights arising out of Collateral.

"**Projections**" means as of any date the consolidated and consolidating balance sheet, statements of income and consolidated cash flow for Guarantors (a) by quarter for the next Fiscal Year, and (b) by year for the following two Fiscal Years, in each case prepared in a manner consistent with GAAP and accompanied by senior management's discussion and analysis of such plan.

"**Renovare**" has the meaning assigned to it in the preamble of this Agreement.

"**Requirement of Law**" means as to any Person, the Certificate or Articles of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Restricted Payment**" means: (a) the declaration or payment of any dividend or the incurrence of any liability to make any other payment or distribution of cash or other property or assets on or in respect of any of Guarantor's Stock (*provided*, *however*, that dividends payable solely in additional shares of Stock shall not be deemed a Restricted Payment); (b) any payment or distribution made in respect of any subordinated Indebtedness of any Guarantor in violation of any subordination or other agreement made in favor of Noteholder; (c) any payment on account of the purchase, redemption, defeasance or other retirement of any of Guarantor's Stock or Indebtedness or any other payment or distribution made in respect of any thereof, either directly or indirectly; other than (i) that arising under this Agreement or (ii) interest and principal, when due without acceleration or modification of the amortization as in effect on the Effective Date, under Indebtedness (not including subordinated Indebtedness, payments of which shall be permitted only in accordance with the terms of the relevant subordination agreement made in favor of Noteholder); or (d) any payment, loan, contribution, or other transfer of funds or other property to any Stockholder of such Person which is not expressly and specifically permitted in this Agreement; *provided*, that no payment to Noteholder shall constitute a Restricted Payment.

"**Software**" means all "software" as such term is defined in the Code, now owned or hereafter acquired by any Person, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"**Stock**" means all certificated and uncertificated shares, options, warrants, membership interests, general or limited partnership interests, participation or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity whether voting or nonvoting, including common stock, preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934).

"**Stockholder**" means each holder of Stock of any Guarantor.

"**Subsidiary**" means, with respect to any Person, (a) any corporation of which an aggregate of more than fifty percent (50%) of the outstanding Stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, Stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person and/or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of fifty percent (50%) or more of such Stock whether by proxy, agreement, operation of law or otherwise, and (b) any partnership or limited liability company in which such Person or one or more Subsidiaries of such Person has an equity interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%) or of which any such Person is a general partner or manager or may exercise the powers of a general partner or manager.

"**Supporting Obligations**" means all "supporting obligations" as such term is defined in the Code, including letters of credit and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Property.

"**Taxes**" means taxes, levies, imposts, deductions, Charges or withholdings, and all liabilities with respect thereto, excluding taxes imposed on or measured by the net income of Noteholder.

"**Termination Date**" means the date on which all Obligations under this Agreement and the Note are indefeasibly paid in full, in cash and Borrower shall have no further right to borrow any moneys or obtain other credit extensions or financial accommodations under the Restated Note or any other agreement.

"**Trademark License**" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

"**Trademarks**" means all of the following now owned or hereafter adopted or acquired by any Person: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered) all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

"**Transfer**" means the sale, assignment, lease, transfer, mortgaging, encumbering, or other disposition, whether voluntary or involuntary, and whether or not consideration is received therefor.

Any accounting term used in this Agreement or the other Noteholder Documents shall have, unless otherwise specifically provided therein, the meaning customarily given such term in accordance with GAAP, and all financial computations thereunder shall be computed, unless otherwise specifically provided therein, in accordance with GAAP consistently applied; *provided*, that all financial covenants and calculations in the Noteholder Documents shall be made in accordance with GAAP as in effect on the Effective Date unless Guarantors and Noteholder shall otherwise specifically agree in writing. That certain items or computations are explicitly modified by the phrase "in accordance with GAAP" shall in no way be construed to limit the foregoing. All other undefined terms contained in this Agreement or the other Noteholder Documents shall, unless the context indicates otherwise, have the meanings provided for by the Code. The words "herein," "hereof" and "hereunder" or other words of similar import refer to this Agreement as a whole, including the exhibits and schedules thereto, as the same may from time to time be amended, modified or supplemented, and not to any particular section, subsection or clause contained in this Agreement.

For purposes of this Agreement and the other Noteholder Documents, the following additional rules of construction shall apply, unless specifically indicated to the contrary: (a) wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural; (b) the term "or" is not exclusive; (c) the term "including" (or any form thereof) shall not be limiting or exclusive; (d) all references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations; and (e) all references to any instruments or agreements, including references to any of the Noteholder Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

Cover	Dec. 30, 2022
Cover [Abstract]	
Document Type	8-K
Amendment Flag	false
Document Period End Date	Dec. 30, 2022
Entity File Number	001-36843
Entity Registrant Name	RENOVARE ENVIRONMENTAL, INC.
Entity Central Index Key	0001590383
Entity Tax Identification Number	46-2336496
Entity Incorporation, State or Country Code	DE
Entity Address, Address Line One	80 Red Schoolhouse Road
Entity Address, Address Line Two	Suite 101
Entity Address, City or Town	Chestnut Ridge
Entity Address, State or Province	NY
Entity Address, Postal Zip Code	10977
City Area Code	845
Local Phone Number	262-1081
Written Communications	false
Soliciting Material	false
Pre-commencement Tender Offer	false
Pre-commencement Issuer Tender Offer	false
Title of 12(b) Security	Common Stock, $0.0001 par value per share
Trading Symbol	RENO
Entity Emerging Growth Company	false

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        "label": "Document Fiscal Year Focus"
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        "label": "Document Period End Date"
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    "label": "Document Shell Company Report"
   }
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    "label": "Entity Address, Address Line Three"
   }
  }
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    "label": "Entity Address, City or Town"
   }
  }
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  }
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    "label": "Entity Central Index Key"
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  }
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    "documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure.",
    "label": "Entity Current Reporting Status"
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  }
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 "localname": "EntityCurrentReportingStatus",
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"label": "Elected Not To Use the Extended Transition Period"
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"label": "Entity File Number"
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"label": "Entity Tax Identification Number"
}
}
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"label": "Entity Voluntary Filers"
}
}
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"en-us": {
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"documentation": "Indicate 'Yes' or 'No' if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Is used on Form Type: 10-K, 10-Q, 8-K, 20-F, 6-K, 10-K/A, 10-Q/A, 20-F/A, 6-K/A, N-CSR, N-Q, N-1A.",
"label": "Entity Well-known Seasoned Issuer"
}
}
},
"localname": "EntityWellKnownSeasonedIssuer",
"nsuri": "http://xbrl.sec.gov/dei/2021q4",
"presentation": [
"http://biohitech.com/role/Cover"
],
"xbrltype": "yesNoItemType"
},
"dei_Extension": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Extension number for local phone number.",
"label": "Extension"
}
}
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"localname": "Extension",
"nsuri": "http://xbrl.sec.gov/dei/2021q4",
"presentation": [
"http://biohitech.com/role/Cover"
],
"xbrltype": "normalizedStringItemType"
},
"dei_LocalPhoneNumber": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Local phone number for entity.",
"label": "Local Phone Number"
}
}
},
"localname": "LocalPhoneNumber",
"nsuri": "http://xbrl.sec.gov/dei/2021q4",
"presentation": [
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],
"xbrltype": "normalizedStringItemType"
},
"dei_NoTradingSymbolFlag": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Boolean flag that is true only for a security having no trading symbol.",
"label": "No Trading Symbol Flag"
}
}
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"localname": "NoTradingSymbolFlag",
"nsuri": "http://xbrl.sec.gov/dei/2021q4",
"presentation": [
"http://biohitech.com/role/Cover"
],
"xbrltype": "trueItemType"
},
"dei_OtherReportingStandardItemNumber": {
"auth_ref": [
"r13"
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"lang": {
"en-us": {
"role": {
"documentation": "\"Item 17\" or \"Item 18\" specified when the basis of accounting is neither US GAAP nor IFRS.",
"label": "Other Reporting Standard Item Number"
}
}
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"localname": "OtherReportingStandardItemNumber",
"nsuri": "http://xbrl.sec.gov/dei/2021q4",
"presentation": [
"http://biohitech.com/role/Cover"
],
"xbrltype": "otherReportingStandardItemNumberItemType"
},
"dei_PreCommencementIssuerTenderOffer": {
"auth_ref": [
"r7"
],

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    "lang": {
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       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.",
       "label": "Pre-commencement Issuer Tender Offer"
      }
     }
    },
    "localname": "PreCommencementIssuerTenderOffer",
    "nsuri": "http://xbrl.sec.gov/dei/2021q4",
    "presentation": [
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    ],
    "xbrltype": "booleanItemType"
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   "dei_PreCommencementTenderOffer": {
    "auth_ref": [
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       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act.",
       "label": "Pre-commencement Tender Offer"
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     }
    },
    "localname": "PreCommencementTenderOffer",
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    ],
    "xbrltype": "booleanItemType"
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   "dei_Security12bTitle": {
    "auth_ref": [
     "r1"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Title of a 12(b) registered security.",
       "label": "Title of 12(b) Security"
      }
     }
    },
    "localname": "Security12bTitle",
    "nsuri": "http://xbrl.sec.gov/dei/2021q4",
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    ],
    "xbrltype": "securityTitleItemType"
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   "dei_Security12gTitle": {
    "auth_ref": [
     "r5"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Title of a 12(g) registered security.",
       "label": "Title of 12(g) Security"
      }
     }
    },
    "localname": "Security12gTitle",
    "nsuri": "http://xbrl.sec.gov/dei/2021q4",
    "presentation": [
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    ],
    "xbrltype": "securityTitleItemType"
   },
   "dei_SecurityExchangeName": {
    "auth_ref": [
     "r4"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Name of the Exchange on which a security is registered.",
       "label": "Security Exchange Name"
      }
     }
    },
    "localname": "SecurityExchangeName",
    "nsuri": "http://xbrl.sec.gov/dei/2021q4",
    "presentation": [
     "http://biohitech.com/role/Cover"
    ],
    "xbrltype": "edgarExchangeCodeItemType"
   },
   "dei_SecurityReportingObligation": {
    "auth_ref": [
     "r9"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "15(d), indicating whether the security has a reporting obligation under that section of the Exchange Act.",
       "label": "Security Reporting Obligation"
      }
     }
    },
    "localname": "SecurityReportingObligation",
    "nsuri": "http://xbrl.sec.gov/dei/2021q4",
    "presentation": [
     "http://biohitech.com/role/Cover"
    ],
    "xbrltype": "securityReportingObligationItemType"
   },
   "dei_SolicitingMaterial": {
    "auth_ref": [
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    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as soliciting material pursuant to Rule 14a-12 under the Exchange Act.",
       "label": "Soliciting Material"
      }
     }
    },
    "localname": "SolicitingMaterial",
    "nsuri": "http://xbrl.sec.gov/dei/2021q4",
    "presentation": [
     "http://biohitech.com/role/Cover"
    ],
    "xbrltype": "booleanItemType"
   },
   "dei_TradingSymbol": {
    "auth_ref": [],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Trading symbol of an instrument as listed on an exchange.",
       "label": "Trading Symbol"
      }
     }
    },
    "localname": "TradingSymbol",
    "nsuri": "http://xbrl.sec.gov/dei/2021q4",
    "presentation": [
     "http://biohitech.com/role/Cover"
    ],
    "xbrltype": "tradingSymbolItemType"
   },
   "dei_WrittenCommunications": {
    "auth_ref": [
     "r18"
    ],
    "lang": {
     "en-us": {
      "role": {
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as written communications pursuant to Rule 425 under the Securities Act.",
       "label": "Written Communications"
      }
     }
    },
    "localname": "WrittenCommunications",
    "nsuri": "http://xbrl.sec.gov/dei/2021q4",
    "presentation": [
     "http://biohitech.com/role/Cover"
    ],
    "xbrltype": "booleanItemType"
   }
  },
  "unitCount": 3
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},
"std_ref": {
 "r0": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "12",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r1": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "12",
  "Subsection": "b",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r10": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "14a",
  "Subsection": "12",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r11": {
  "Name": "Form 10-K",
  "Number": "249",
  "Publisher": "SEC",
  "Section": "310",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r12": {
  "Name": "Form 10-Q",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "308",
  "Subsection": "a",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r13": {
  "Name": "Form 20-F",
  "Number": "249",
  "Publisher": "SEC",
  "Section": "220",
  "Subsection": "f",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r14": {
  "Name": "Form 40-F",
  "Number": "249",
  "Publisher": "SEC",
  "Section": "240",
  "Subsection": "f",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r15": {
  "Name": "Forms 10-K, 10-Q, 20-F",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "13",
  "Subsection": "a-1",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r16": {
  "Name": "Regulation S-T",
  "Number": "232",
  "Publisher": "SEC",
  "Section": "405",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r17": {
  "Name": "Securities Act",
  "Number": "230",
  "Publisher": "SEC",
  "Section": "405",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r18": {
  "Name": "Securities Act",
  "Number": "230",
  "Publisher": "SEC",
  "Section": "425",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r19": {
  "Name": "Securities Act",
  "Number": "7A",
  "Publisher": "SEC",
  "Section": "B",
  "Subsection": "2",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r2": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "12",
  "Subsection": "b-2",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r3": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "12",
  "Subsection": "b-23",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r4": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "12",
  "Subsection": "d1-1",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r5": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "12",
  "Subsection": "g",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r6": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "12, 13, 15d",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r7": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "13e",
  "Subsection": "4c",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r8": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "14d",
  "Subsection": "2b",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 },
 "r9": {
  "Name": "Exchange Act",
  "Number": "240",
  "Publisher": "SEC",
  "Section": "15",
  "Subsection": "d",
  "role": "http://www.xbrl.org/2003/role/presentationRef"
 }
},
"version": "2.2"
}
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