

Dane County Contract Cover Sheet

*Res 552
Significant*

Dept./Division	Dane County Department of Solid Waste
Vendor Name	Blue Source LLC
Vendor MUNIS #	26798
Brief Contract Title/Description	RFP 118062 - Offtake of Renewable Natural Gas (RNG) from Landfill Biogas for Transportation Fuel.
Contract Term	June 30, 2024
Total Contract Amount	\$ 10% Net RIN Proceeds

Contract # <small>Admin will assign</small>	13620
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	118062
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)		
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

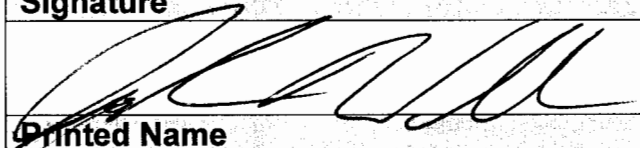
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	552
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	<i>3/6/19</i>		
<i>CU</i>	Controller		<i>3/6/19</i>	
<i>PCP</i>	Purchasing	<i>3/6/19</i>	<i>3/6/19</i>	
<i>M</i>	Corporation Counsel	<i>3/6/19</i>	<i>3/6/19</i>	
<i>RA</i>	Risk Management	<i>3/6/19</i>	<i>3/6/19</i>	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Ali Rathsack	Name	Will Overly
Phone #	(608)266-4990	Phone #	(785)760-6117
Email	Rathsack.Allison@countyofdane.com	Email	woverly@bluesource.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	2825 E. Cottonwood Parkway, Suite 400 Cottonwood Heights, UT 84121

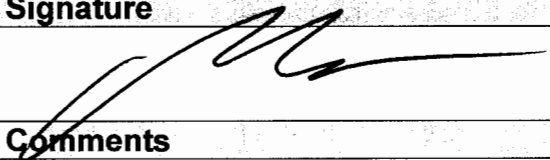
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: Dave Gault
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		
	Printed Name	
	John Welch, Director of Waste & Renewables	
	3/6/19	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
		
	Comments	
	3/6/19	



13620

RIN DEVELOPMENT and MARKETING AGREEMENT

This RIN Development and Marketing Agreement (the "Agreement") is entered into and effective on this _____ day of March, 2019 (the "Effective Date")

BETWEEN:

Dane County, Wisconsin, ("Dane County") a Wisconsin County with its principal office located at 1919 Alliant Energy Center Way, Madison, WI 53713.

-and-

Blue Source LLC, ("Bluesource") a limited-liability company with offices located at 2825 East Cottonwood Parkway, Ste 400, Cottonwood Heights, Utah 84121

RECITALS

WHEREAS, Bluesource has relationships with third parties that may be undertaking projects resulting in the consumption and/or purchase of (i) Renewable Natural Gas ("RNG"), (ii) Renewable Identification Numbers ("RINs"), and/or (iii) may have an interest in purchasing RINs; and

WHEREAS, Dane County owns and operates landfill gas collection and capture facilities located in Dane County, WI and may have opportunities to make operational changes or improvements which may result in production of RNG as a Transportation Fuel; and

WHEREAS, under the Renewable Fuel Standards ("RFS") Program, RINs may be generated from the use of Renewable Fuels, and subsequently sold to third parties; and

WHEREAS, Dane County's production of Renewable Fuel as Transportation Fuel may provide a necessary component for RIN generation if the quantity of RNG produced for transportation can be linked to an equivalent amount of Transportation Fuel consumption that is withdrawn from a pipeline or other commercial distribution system; and

WHEREAS, Dane County and Bluesource desire to enter into a limited exclusive and transparent relationship pursuant to which the Parties will pursue the "RIN Project," as defined herein, whereby Bluesource will attempt to (a) engage Third-Parties who consume RNG-based CNG and withdraw it from a pipeline or other commercial distribution system and who, when linked to Dane County as a RNG producer, will provide those components necessary for RIN generation, and (b) assist in the generation and sale of the RINs, in accordance with the terms of this Agreement.



AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bluesource and Dane County agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings assigned to them as indicated below:
 - a. "Affiliate" of a Party means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person, whether the ownership of voting securities, by contract or otherwise.
 - b. "Bluesource" has the meaning set forth in the third paragraph hereof.
 - c. "Bluesource's Share" means Bluesource's Share of Net RIN Proceeds.
 - d. "Bluesource's Share of Net RIN Proceeds" means ten percent (10%) of Net RIN Proceeds
 - e. "Demand Contract" means a contract between Bluesource and a Renewable Fuel Consumer, documenting terms and conditions relating to the delivery of Renewable Fuel into a commercial pipeline or other distribution system for use as Transportation Fuel in public and private transportation vehicles for the purpose of generating RINs that may be separated and sold for value.
 - f. "EPA" means the U.S. Environmental Protection Agency or any successor having responsibility at law for the implementation and administration of the RFS Program.
 - g. "Event of Default" shall mean the occurrence of any of the following with respect to a Party:
 - i. Such Party materially breaches any warranty, covenant, or other obligation under this Agreement (except to the extent specifically enumerated under a separate Event of Default) and such breach is not cured within thirty (30) days of notice thereof;
 - ii. A representation made in this Agreement proves to have been incorrect;
 - iii. Such Party fails to make payment when due and such failure is not cured within ten (10) business days of notice thereof;
 - iv. Such Party becomes Bankrupt;
 - v. Such Party disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of this Agreement (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf); or



- vi. Such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, reincorporates or reconstitutes into or as another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganization, reincorporation or reconstitution the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement.

- h. "Executive" means a Person having the rank of Vice-President, Assistant General Manager or more senior.

- i. "Force Majeure" means an event that prevents either Party from performing or renders a Party unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any Act of God, fire, casualty, catastrophic weather or geologic event such as a hurricane, tornado, flood, or earthquake, war, strike, lockout, epidemic, riot, insurrection, or any other cause beyond the reasonable control of the Party that could not have been avoided by the exercise of reasonable diligence by the Party claiming Force Majeure, and provided that such Party shall have used its commercially reasonable efforts to mitigate its effects. Neither Party shall be required to settle a labor dispute, strike or lockout in order to mitigate or remedy a condition of Force Majeure. Force Majeure shall not include any economic hardship or the ability of a Party to obtain a more advantageous price under a different agreement.

- j. "Invalid RINs" shall have the meaning set forth in 40 C.F.R. § 80.1431(a).

- k. "Dane County's Share of Net RIN Proceeds" shall be ninety percent (90%) of the Net RIN Proceeds as defined in Section 8 of this Agreement.

- l. "Net RIN Proceeds" means RIN Proceeds minus RIN Expenses.

- m. "Parties" means Dane County and Bluesource, collectively, and their respective successors and assigns, and "Party" means either Dane County or Bluesource, individually, and its respective successors and permitted assigns.

- n. "Person" means an individual, partnership, corporation, trust, joint venture, other business entity, union, or any federal, state, or local governmental entity, department, or agency.

- o. "Project Period" means, with respect to the RIN Project, the Effective Date through December 31st of the fifth year from the date that the first RIN is generated.

- p. "Published Daily Price" means a price published by a mutually acceptable (i) news agency, (ii) brokerage daily report, or (iii) a daily price on an exchange for the same instrument being created by the Project, if such exchange exists in the future.

- q. "QAP" means a quality assurance plan meeting the requirements of 40 C.F.R. § 80.1469.

- r. "Q-RINs" shall have the same meaning set forth in 40 C.F.R. § 80.1401.



- s. "Renewable Compressed Natural Gas" or "CNG" shall have the same meaning set forth in 40 C.F.R. § 80.1401.
- t. "Renewable Fuel" shall have the same meaning set forth in 40 C.F.R. § 80.1401.
- u. "Renewable Fuel Consumer" means a Third Party who consumes Renewable Fuel as transportation fuel, specifically contemplated here to be, but not limited to, Kwik Trip LLC and the County of Dane.
- v. "Renewable Fuel Producer" means a Party who produces Renewable Fuel.
- w. "Renewable Identification Number(s)" or "RIN(s)" shall have the same meaning as set forth in 40 C.F.R. § 80.1401. RINs shall also mean Q-RINs if the Parties generate Q-RINs pursuant to Section 7 of this Agreement.
- x. "RIN Expenses" means all commercially reasonable costs paid by Bluesource to Third Parties in order to fulfill its obligations pursuant to this Agreement. With respect to the RIN Project, RIN Expenses include, without limitation: (1) Engineering Report; (2) Quality Assurance Plan; and (3) Annual Attest Engagement.
- y. "RIN Proceeds" means all funds received from the sale of RINs generated from a RIN Project under a RIN Sale Agreement.
- z. "RIN Project" refers to the work necessary to generate and sell RINs based on Dane County's production of RNG at each of the following locations, any successor location in the event that one of the locations below is closed and subsequently relocated.
 - i. Dane County Landfill Site No. 2 (Rodefild), 7102 US Hwy 12 & 18, Madison, WI 53718
- aa. "RIN Sale Agreement" means a sale agreement entered into between a Third-Party and Bluesource whereby RINs arising from a RIN Project are sold and transferred to a Third-Party purchaser(s).
- bb. "RFS Program" means the Renewable Fuel Standards program established by the Energy Policy Act of 2005 and the Energy Independence and Security Act of 2007 and implementing regulations, including without limitation, 40 C.F.R. Part 80, Subpart M, and any guidance published by EPA with respect to such regulations.
- cc. "Term" means the time commencing on the Effective Date and continuing to the sixth month anniversary of the end of the latest ending Project Period, unless the Agreement is otherwise terminated in accordance with this Agreement.
- dd. "Third-Party" means any Person, entity, or organization that is not Bluesource or Dane County, and that is not an Affiliate of Bluesource or Dane County.
- ee. "Third-Party Engineering Assessment" means an engineering review performed by at least one licensed professional engineer who also qualifies as an independent Third-



Party to evaluate and confirm the accuracy of the information provided to the EPA by a Renewable Fuel Producer pursuant to the requirements of 40 CFR §80.1450.

ff. "Transportation Fuel" shall have the same meaning set forth in 40 C.F.R. § 80.1401.

2. **Term and Project Period.** This Agreement shall be effective as of the Effective Date set forth above and shall continue through the end of the Term. Bluesource, however, shall only have the right to transact RINs that arise from the RIN Project, during the Project Period for such RIN Project.
3. **Exclusive Relationship; Exclusive Title to and Right to Market RINs from RIN Project.** Subject to the terms and conditions of this Agreement, Dane County hereby conveys to Bluesource, throughout the Term, the sole and exclusive right to (i) generate RINs from the RIN Project as an agent on behalf of Dane County and (ii) to market such RINs from the Project to Third-Parties. Throughout the Term, upon Bluesource's reasonable request, Dane County shall execute and deliver such additional documents and take such further actions as may be reasonably required to carry out the intent of the immediately preceding sentence. Bluesource may aggregate and market such RINs with RINs generated from Third-Party projects, in Bluesource's discretion, as a function of Bluesource's portfolio management provided that Bluesource can demonstrate that such aggregation will not result or has not resulted in the reduction of RIN Proceeds that otherwise would be earned through individual sales of RINs.
4. **RIN Creation Process.**
 - a. **Demand Contract.** Bluesource will identify one or more Renewable Fuel Consumers who desire to participate in the RIN Project and to support RIN generation from the RIN Project. The aggregate CNG consumption by the Renewable Fuel Consumers identified by Bluesource during each month of the Term shall be greater than or equal to the supply of RNG by Dane County during the same month. Furthermore, the Renewable Fuel Consumers will commit their consumption exclusively from CNG stations identified and paired to Dane County during the Term, so Dane County can generate RINs for all the RNG produced at the Project during the Term. Bluesource shall negotiate reasonable commercial terms (including volume, pricing, duration, etc.) pursuant to which the Renewable Fuel Consumers are willing to provide CNG|LNG consumption to Dane County.
 - b. **Engineering Review.** Bluesource shall assist with the Third-Party Engineering Assessment to evaluate and confirm the accuracy of the information a Renewable Fuel Producer is required to report to the EPA in conjunction with its registration of RINs from the RIN Projects. Bluesource shall provide such information related to any Third-Party Engineering Assessment and EPA registration as reasonably requested by Dane County or by the Third Party Engineer contracted to perform the Engineering Assessment.
 - c. **RIN Generation.** Bluesource will assist, as an agent on behalf of Dane County, in generating RINs pursuant to procedures and processes promulgated by the United States Environmental Protection Agency. The Parties acknowledge that Dane County's primary role in the RIN Projects is to serve as the provider of qualifying Renewable Fuel under the RFS Program. Dane County will have no liability to Bluesource or any Renewable Fuel Consumer if any of the RINs generated pursuant to this Agreement are



invalid or defective in any way, unless such invalidity or defect is attributable to inaccurate or incomplete data or information provided to Bluesource by Dane County.

- d. RIN Sale Agreements. The Parties anticipate that RINs generated from the RIN Project will be created in an EMTS account held by Dane County. Bluesource shall have the exclusive right to sell such RINs to a Third-Party pursuant to a RIN Sale Agreement in accordance with the provisions of this Agreement.
- e. Representations. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO EITHER (I) THE NUMBER OF RINS WHICH MAY BE GENERATED AS A RESULT OF ANY RIN PROJECT OR (II) THE MARKETABILITY OR VALUE TO BE REALIZED AS A RESULT OF THE CREATION OF RINS FROM ANY RIN PROJECT.

5. Bluesource's Obligations.

- a. Information Sharing: Bluesource shall provide Dane County with any and all information, data, or documents that Dane County specifically and reasonably requests relating to the RINs and pursuant to this Agreement that is necessary for Dane County to perform its obligations under this Agreement. Such information shall include the following:
 - i. Within the final five (5) working days of every month (and more frequently if agreed to by the Parties), Bluesource shall provide Dane County with the total quantity of Renewable Fuel consumed for transportation purposes during the previous month from Demand Contracts between Bluesource and Renewable Fuel Consumers. Such quantity shall be provided in MMBTU (million British Thermal Units), or another standard reasonably acceptable to Dane County.
 - ii. At periodic intervals (currently estimated to be no more than quarterly), Bluesource shall provide Dane County with an affidavit, in form and substance substantially similar to the example attached hereto as Exhibit A, attesting to the accuracy and exclusivity of the information provided pursuant to Section 5(a)(i) above.
- b. Registration. Bluesource shall use all commercially reasonable efforts to assist with the registration of the RIN Projects in accordance with the applicable requirements of 40 C.F.R. § 80.1450 provided that Dane County has complied with a qualified Third-Party engineer's reasonable requests for information and assistance in accordance with this Agreement.
- c. Generation. Within five (5) working days of receipt of necessary monthly production and consumption volumes], Bluesource will generate RINs in Dane County's account in EMTS, as an agent on behalf of Dane County, for the RNG produced at the Project and consumed as CNG by Renewable Fuel Consumers during the previous month.
- d. Reporting, Recordkeeping, EPA Moderated Transaction System, Product Transfer Documents.



- i. Except to the extent any noncompliance arising under this Section 5(b) results from a breach by Dane County of this Agreement, to the extent that Bluesource owns, sells, separates, or retires RINs generated from a RIN Project, Bluesource shall always comply with all the requirements of the RFS Program as applicable to the Project, including all the reporting requirements of 40 C.F.R. § 80.1451.
 - ii. Bluesource shall keep and maintain (i) records of all RIN sales terms, RIN Expenses, deal valuations, and documentation related to this Agreement, including any records and documentation necessary for Bluesource to complete the sale and transfer of RINS transferred to Bluesource by Dane County and by Bluesource to any Third-Party and the payment to Dane County of the Dane County's Share of Net RIN Proceeds; (ii) all records reasonably necessary to establish the validity of any RINs sold pursuant to this Agreement; (iii) all records supporting or used in the creation of any invoice issued or payment made to Dane County pursuant to this Agreement; and (iv) all applicable records required under 40 C.F.R. § 80.1453 and § 80.1454. These records shall be kept for a period of five years after the date of transfer of the RINs to a Third-Party purchaser, or such other period as may be required by the RFS Program or applicable, whichever is longer, and shall be made available to Dane County for inspection at reasonable times and places during regular business hours upon reasonable advance notice and reasonable confidentiality provisions substantially similar to those set forth in Section 14 of this Agreement. Bluesource shall also make such records available, upon prior written notice to Dane County, to any governmental or regulatory body with competent jurisdiction over the RINs being sold.
- e. Marketing and Monetization. Bluesource shall make all commercially reasonable efforts to market and monetize all RINs arising from the RIN Projects, subject to the following:
- i. Bluesource may enter into sales agreements with Third-Parties for the sale of RINs anticipated to be generated in the future ("Forward Sale Agreements").
 - ii. In conjunction with each payment under Section 8(b), Bluesource shall provide Dane County a statement detailing the calculation of Sales Price, RIN Proceeds, RIN Expenses and Net RIN Proceeds for subject sale. The statement shall include the volume of still unsold RINs that is available for sale from the RINs generated by the RIN Project and any supporting documents and the price of RINs sold for the period.
 - iii. With respect to all other sales of RINs generated pursuant to this Agreement:
 1. Bluesource shall provide, on a quarterly basis, periodic RIN market updates to Dane County;
 2. Bluesource shall use commercially reasonable efforts to not sell, or commit to be sold, any RIN below 20% of the Published Daily Price for the day of the RIN transaction. Bluesource shall receive prior written



approval of Dane County for any sale below 20% of the Published Daily Price.

6. **Dane County's Obligations.** Dane County will conduct the following activities:

- a. **Information Sharing:** Dane County shall provide Bluesource with any and all information, data, or documents that Bluesource specifically and reasonably requests relating to the RINs and pursuant to this Agreement that is necessary for Bluesource to perform its obligations under this Agreement. Such information shall include the following:
 - i. No less frequently than once per month (and more frequently if agreed to by the Parties), Dane County shall provide Bluesource with the total quantity of Renewable Fuel produced from each RIN Project location for transportation purposes. Such quantity shall be provided in MMBTU (million British Thermal Units), or another standard reasonably acceptable to Bluesource.
 - ii. At periodic intervals (currently estimated to be no more than quarterly), upon Bluesource's request Dane County shall provide Bluesource with an affidavit, in form and substance substantially similar to the example attached hereto as Exhibit A, attesting to the accuracy of the information provided pursuant to Section 6(a)(i) above.
- b. **Recordkeeping:** Dane County shall maintain records relating to this Agreement as reasonably necessary to establish the validity of the RINs sold pursuant to this Agreement, including but not limited to maintaining records sufficient to satisfy applicable recordkeeping requirements under 40 C.F.R. § 80.1453 and 40 C.F.R. § 80.1454. Such records are anticipated to include information on (i) the quantity of CNG sold to end users at the RIN Projects and (ii) a representation that such CNG was used for transportation purposes. The records shall be kept five (5) years from the date they were created, except that records related to transactions involving RINs, if any, shall be kept for five (5) years from the date of the transaction. Dane County shall make such records available for inspection upon reasonable advance notice from Bluesource at reasonable times and places, and subject to reasonable restrictions. Dane County shall also make such records available to any governmental or regulatory body with competent jurisdiction over the RINs being sold.
- c. **End User Requirements:** Dane County agrees to execute any documents that are reasonably required by EPA under the RFS Program to demonstrate the offtake and use of such Renewable Fuel in the RIN Projects, including but not limited to affidavits or acknowledgement of such use in a Demand Contract. Dane County shall provide information to Bluesource as may be needed for Bluesource or a Renewable Fuel Consumer to comply or show compliance with those requirements applicable to a Renewable Fuel Producer of Renewable Fuel under the RFS Program.
- d. **Monitoring** - Dane County shall be responsible for monitoring and/or calculating the amount of Renewable Fuel produced for transportation purposes in a manner sufficient to generate a RIN (or a Q-RIN if the Parties mutually agree to engage a QAP Provider).



7. **QAP Provider and Q-RINs.** The Parties may agree to attempt to generate Q-RINs by engaging a third-party QAP Provider, as defined below. If the Parties agree to do so, the following requirements shall apply:
- a. The Parties shall confirm their agreement to generate Q-RINs in writing. The Parties may agree to generate Q-RINs for all RINs generated from the RIN Project, or a subset of the RINs generated from the RIN Project.
 - b. Bluesource or Dane County shall engage a registered independent Third-Party auditor with an approved QAP pertaining to the Renewable Fuel pathway (the "QAP Provider") to validate the RINs generated from the RIN Project in accordance with the RFS Program.
 - c. Both Dane County and Bluesource shall comply with the reasonable requirements of the QAP applicable to a Renewable Fuel Producer, including without limitation, any audit or verification requirements, or any reasonable request for information from the QAP Provider.
 - d. Bluesource, as applicable, shall only market Q-RINs verified by the QAP Provider as Q-RINs.
 - e. All Q-RINs generated pursuant to this Section 7 shall be subject to all of the terms and conditions of this Agreement.



8. **Division of Proceeds.**

- a. **Dane County's Share of Net RIN Proceeds.** To the extent that Bluesource sells any RINs generated from the RIN Project during the Term, Bluesource shall pay Dane County Dane County's Share of Net RIN Proceeds.
- b. **Payment.** Bluesource shall pay Dane County Dane County's Share of Net RIN Proceeds within thirty (30) days following Bluesource's receipt of any Proceeds and retain Bluesource's Share.
- c. **Monthly Statements.** As soon as reasonably practicable following the end of each month, Bluesource shall issue a statement to Dane County showing RINs created, RIN Proceeds, RIN Expenses, Net RIN Proceeds, payments made to Dane County for the preceding month, any volume of unsold RINs that is available for sale from the RINs transferred to Bluesource by Dane County, and the average price of all RINs sold in Bluesource portfolio for the period. (the "**Bluesource Statement**"). Additionally, Bluesource will provide Dane County supporting documents to verify anything in the statement upon Dane County's request. Dane County acknowledges that Bluesource requires information from both Dane County and from the applicable Renewable Fuel Consumer(s) in order to generate such monthly statements and supporting documents.
- d. **RIN Expenses.** RIN Expenses for the RIN Project shall not exceed \$60,000 annually without prior written approval of Dany County.
- e. **No Other Compensation.** The Parties' only compensation for sold RINs under this Agreement shall be as set forth in this Section 8.

9. **Notice of Invalid RINs.** If either Party becomes aware that any of the RINs generated, separated, owned, and/or sold by the Parties (or a Renewable Fuel Producer) pursuant to this Agreement were invalid RINs or potentially invalid RINs, then that Party shall notify the other Party, in writing, within fifteen (15) business days of such determination and work in good faith to cause any such RINs and any future RINs generated pursuant to this Agreement to be valid.

10. **Representations, Warranties, and Covenants of the Parties**

- a. **Bluesource Representations, Warranties and Covenants.** Bluesource represents, warrants and covenants to Dane County as of the Effective Date and throughout the end of the Project Period, or if applicable the Term, that:
 - i. Bluesource is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Utah.
 - ii. Bluesource has all requisite power, authority, and financial capacity to execute and deliver this Agreement and to perform its obligations hereunder.
 - iii. The execution, delivery and performance of this Agreement have been duly authorized and approved by Bluesource and no other proceeding on the part of Bluesource, or its members, is necessary to authorize or approve this Agreement.



- iv. When executed and delivered by Bluesource, this Agreement will constitute the legal, valid, and binding obligation of Bluesource, enforceable against Bluesource in accordance with its terms. In undertaking the actions under this Agreement, Bluesource shall comply with all of the requirements applicable to Bluesource under the RIN Projects.
- v. Bluesource shall perform its obligations under this Agreement with the degree, skill, and care ordinarily exercised by qualified professionals performing the same types of services.
- vi. Bluesource shall distribute Net RIN Proceeds strictly in accordance with the provisions of Section 8.a of this Agreement.
- vii. In undertaking the actions under this Agreement, Bluesource shall comply with all applicable laws, statutes, rules, codes, regulations, ordinances, orders, permits, approvals, directives, judgements, decrees, and requirements of all federal, state, county, and local governments, departments, boards, authorities, agencies, officials and officers having jurisdiction over the matters addressed in this Agreement.
- viii. The execution, delivery, and performance by Bluesource of this Agreement does not:
 - 1. contravene any provision of its constituent or other governing documents;
 - 2. whether or not after notice or lapse of time or both, conflict with, result in a breach of any provision of, constitute a default under, result in the modification or cancellation of, or give rise to any right of termination or acceleration in respect of, any agreement, instrument, indenture, contract, lease, concession, obligation or other commitment to which it is a party or by which it may be bound or affected, or require any consent or waiver of any party to any of the foregoing;
 - 3. violate or conflict with any law, regulation, rule, ordinance, code, judgment order or decree or other requirement of any governmental, administrative or judicial authority or arbitral tribunal applicable to it; or
 - 4. require, in respect of it, any authorization, consent, order, permit or approval of, or notice to, or filing, registration or qualification with, any governmental, administrative or judicial authority, other than such consent as has been obtained prior to the Execution Date and is in full force and effect.
- ix. As of the Effective Date, Bluesource is not Bankrupt or likely to become Bankrupt in the ninety (90) days following the Effective Date.
- x. Information and data, if any, provided by Bluesource to Dane County shall be accurate and complete in all material respects.



- xi. It has not placed, and shall not place, any liens or encumbrances upon any RINs arising from the RIN Projects, and it shall not sell or transfer any RINs (or any rights thereto) arising from the RIN Projects except as permitted by this Agreement.
 - xii. Subject to approval of Dane County pursuant to Paragraph 19, if Bluesource transfers this Agreement during the Term, Bluesource shall use reasonable efforts to ensure that in conjunction with any such transfer (or if the RINs are the subject of a Forward Sale Agreement, shall ensure that in conjunction with any transfer): (i) Bluesource's transferee shall assume all of Bluesource's obligations toward Dane County or otherwise, which are created pursuant to this Agreement; and (ii) Dane County shall retain all rights afforded to Dane County pursuant to this Agreement including, but not limited to, all rights to receive the Dane County's Share of Net RIN Proceeds.
- b. Dane County's Representations, Warranties and Covenants. Dane County represents, warrants and covenants to Bluesource as of the Effective Date and throughout the Project Period, and through the end of the Term, if applicable, that:
- i. Dane County is a County duly organized, validly existing, and in good standing under the laws of the state of Wisconsin.
 - ii. Dane County has all requisite power, authority, and financial capacity to execute and deliver this Agreement and to perform its obligations hereunder.
 - iii. The execution, delivery and performance of this Agreement have been duly authorized and approved by Dane County and no other proceedings on the part of Dane County is necessary to authorize and approve this Agreement.
 - iv. When executed and delivered by Dane County, this Agreement will constitute the legal, valid, and binding obligation of Dane County, enforceable against Dane County in accordance with its terms.
 - v. In undertaking the actions under this Agreement, Dane County shall comply with all applicable laws, statutes, rules, codes, regulations, ordinances, orders, permits, approvals, directives, judgements, decrees, and requirements of all federal state, county, and local governments, departments, boards, authorities, agencies, officials and officers having jurisdiction over the matters addressed in this Agreement.
 - vi. Dane County shall provide all information reasonably requested by Bluesource pursuant to Section 6(a) of this Agreement on a timely basis. All information provided by Dane County to Bluesource relating to the quantity of RNG introduced into the commercial distribution system at the RIN Projects shall be accurate and complete in all material respects.
 - vii. It has not sold or transferred, and shall not sell or transfer, the right to any RINs arising from the RIN Project, and Dane County has not placed any liens or encumbrances on such RINs.



- viii. If Dane County transfers ownership of the RIN Project during the Term, Dane County shall ensure that in conjunction with any such transfer: (i) Dane County's transferee shall assume all of Dane County's obligations toward Bluesource or otherwise, which are created pursuant to this Agreement; and (ii) Bluesource shall retain all rights afforded to Bluesource pursuant to this Agreement including, but not limited to, all rights to collect and market all RINs generated by the RIN Projects throughout the Project Period.
 - ix. During the Term, Dane County will use commercially reasonable efforts to provide in a timely manner all available and relevant information within Dane County's control necessary to allow Bluesource to evaluate, develop and market the RINs subject to this Agreement.
11. **Force Majeure.** If (i) either Party is prevented from performing or is unable to perform any of its obligations under this Agreement by reason of Force Majeure, and (ii) provided that such Party shall have used its commercially reasonable efforts to mitigate the Force Majeure effects, upon such Party (the "Notifying Party") giving prompt written notice to the other Party, the Notifying Party's performance shall be excused for the period of and to the extent of its delay or inability to perform due to such Force Majeure, subject to the following:
- a. Regardless of the existence of a Force Majeure event, if the Notifying Party is not able to perform its obligations within sixty (60) days of the first day of the Force Majeure event, an Event of Default shall be deemed to have occurred with the Notifying Party the Defaulting Party; and
 - b. Termination of this Agreement shall not, under any circumstances, affect the obligations of either Party that exist as of the date of termination with respect to a terminated Project including but not limited to any payment obligations.
12. **Term and Termination.** This Agreement shall be effective through end of the Term, unless terminated earlier by the joint written agreement of both Parties or upon the occurrence of an Early Termination Date, as described herein.
- a. Upon the occurrence and during the continuation of an Event of Default with respect to a Party (such Party, the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may declare an Early Termination Date, provided, however, that an Early Termination Date declared on account of an Event of Default based on Force Majeure shall only be effective with respect to the RIN Project(s) affected by such Force Majeure and the Agreement shall continue to be effective with regard to the remaining RIN Projects..
 - i. Upon the occurrence of an Early Termination Date whereby Dane County is the Defaulting Party or upon the expiration of the Term:
 - 1. With respect to RINs which have been sold and for which Bluesource has received Proceeds as of the date of termination, Bluesource shall distribute any Net RIN Proceeds due to Dane County within five (5) business days; and



2. With respect to RINs which have been either (i) sold to a Third-Party but for which Bluesource has not yet received Proceeds as of the date of termination or (ii) generated but not sold as of the date of termination, Bluesource shall distribute any Net RIN Proceeds due to Dane County within five (5) business days of Bluesource's receipt of such Proceeds.
 3. Bluesource shall transfer to Dane County or Dane County's designated representative ninety percent (90%) of the remaining unsold RINs generated and issued from the RIN Project prior to termination.
- ii. Upon the occurrence of an Early Termination Date whereby Bluesource is the Defaulting Party:
1. With respect to RINs which have been sold and for which Bluesource has received Proceeds as of the date of termination, Bluesource shall distribute any Net RIN Proceeds due to Dane County within five (5) business days; and
 2. With respect to RINs which have been either (i) sold to a Third-Party but for which Bluesource has not yet received Proceeds as of the date of termination or (ii) generated but not sold as of the date of termination, Bluesource shall distribute any Net RIN Proceeds due to Dane County within five (5) business days of Bluesource's receipt of such Proceeds.
 3. Bluesource shall transfer to Dane County or Dane County's designated representative ninety percent (90%) of the remaining unsold RINs generated and issued from the RIN Project prior to termination.
- b. Upon the occurrence of an Early Termination Date, irrespective of which Party is the Defaulting Party, the Defaulting Party shall immediately pay (directly to applicable Third Parties) or reimburse the Non-Defaulting Party, as the case may be, all outstanding or unreimbursed RIN Expenses as of the date of such termination, and
- i. any subsequently-generated RIN Proceeds will be distributed pursuant to Section 8;
 - ii. if, following such termination, the Parties fail to agree upon a process to finalize creation of any RINs in process as of the date of such termination, the Parties agree to submit the dispute to the Dispute Resolution process outlined in Section 13 below; and
 - iii. the Defaulting Party shall not transfer to any Third-Party any RIN arising from the RIN Projects, whether in the form of rights or benefits related to Renewable Fuel, RINs, until either the Non-Defaulting Party agrees, in writing, that the Defaulting Party has satisfied its obligations pursuant to this Agreement or the completion of the Dispute Resolution process outlined in Section 13 below.
13. **Dispute Resolution.** The Parties agree that any material dispute between the Parties relating to this Agreement, shall be submitted to a panel of not greater than two senior Executives of each Party.



Either Party may initiate this proceeding by providing notice (the "Dispute Notice") to the other Party. Within ten (10) business days from the date of receipt of the notice, the Parties' Executives shall use reasonable efforts to confer (via telephone or in person) in an effort to resolve such dispute.

- a. **Mediation.** In the event the Executives are unable to resolve such dispute within ten (10) days after submission to them, the Parties shall attempt in good faith to resolve the dispute through confidential non-binding mediation. The Parties shall select a mutually agreeable mediator with expertise on the disputed issue(s) or, if the Parties cannot agree upon a mediator, the Parties shall jointly request JAMS to appoint a mediator with expertise on the disputed issue(s). The Parties shall agree upon mediation procedures or, if the Parties cannot agree to such procedures, the Parties agree to be subject to mediation procedures imposed by the mediator. Each Party shall bear its own costs and expenses for the mediation, and shall equally share the costs and expenses assessed by the mediator for administering the mediation.
- b. **Remedies not Limited.** If the Parties are unable to resolve any dispute through the Executive panel discussion or the mediation procedures as set forth above within thirty (30) days of the date on which the Dispute Notice was delivered, the Parties may pursue any available remedy.

14. **Confidential Information.** Any and all information and knowledge relating to any RIN Project subject to this Agreement and any and all information emanating from the other Party's business in any form that a Party (the "Receiving Party") may acquire pursuant to this Agreement (collectively, "Confidential Information"), shall be considered confidential and, except as permitted in this Agreement elsewhere in this shall not be used, revealed or divulged to any other Person, or published in any manner whatsoever, through the end of the Term and for two (2) years after the end of the Term, without first obtaining the written consent of the disclosing Party. Notwithstanding the foregoing, a Receiving Party may reveal or divulge Confidential Information:

- a. that is already in the public domain when disclosed to a Receiving Party or becomes, after having been disclosed to a Receiving Party, generally available to the public through publication or otherwise unless the publication or other disclosure was made directly or indirectly by a Receiving Party in breach of this Agreement;
- b. that is rightfully received from a Third-Party without, and not in breach of, any obligation of confidentiality;
- c. that is known to the Receiving Party, without any obligation of confidentiality, at the time of such disclosure;
- d. that is independently developed by the Receiving Party, without direct or indirect use of Confidential Information;
- e. to its Affiliates and to its and their officers, directors, employees, agents or other representatives on a need to know basis provided such Persons have agreed to maintain such Confidential Information in confidence;



- f. as required by applicable Laws, the orders or directions of tribunals having jurisdiction; Bluesource acknowledges that Dane County is subject to the Wisconsin Public Records Law. If Bluesource asserts that any information constitutes a trade secret as that term is defined in s. 134.901(1)(c), Wis. Stats., Dane County will not release such records without first notifying Bluesource and affording them an opportunity to challenge in a court of competent jurisdiction the requester's right to access to such information. The entire burden of maintaining and defending the trade secret designation shall be upon Bluesource. Bluesource acknowledges and agrees that if it shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, Dane County shall be obligated to and will release the information

- g. to the extent reasonably necessary to create, validate, register, market, transfer, or otherwise obtain the value or benefit from RINs which are the subject of this Agreement; or



h. as necessary in connection with any dispute resolution commenced pursuant to this Agreement or any litigation commenced in respect of this Agreement.

15. **Work Product.** Any technical modeling, formulas, calculators, a programming codes provided to Dane County as part of the creation of RINs shall remain with and be exclusively owned by Bluesource. Any information relating to the operation of the RIN Project, or otherwise provided by Dane County to Bluesource pursuant to this Agreement shall remain with and be exclusively owned by Dane County.

16. **Independent Contractor.** Neither Party shall act or be considered an employee, partner, joint venturer, or agent of the other Party.

17. **Indemnity.**

a. **By Dane County.** Subject to any applicable statutory limitations including but not limited to those in Wis. Stat. s. 893.80, Dane County shall indemnify, hold harmless and defend Bluesource, its partners, Affiliates and their respective directors, officers, agents and employees ("Bluesource Indemnified Parties"), from and against any and all Third-Party suits, proceedings (including actions by governmental agencies), costs, damages (including damages due to invalidated RINs), injuries (including injury to or death of persons), liabilities, claims, demands, orders, awards, fines, penalties, costs, expenses, interest, taxes, liens, causes of action, and all other liabilities of every nature whatsoever (together with attorneys' fees and litigation expenses) that may be suffered or incurred by Bluesource Indemnified Parties, directly or indirectly, to the extent arising out of, in connection with, or as incident to: (i) any gross negligence or willful misconduct by Dane County in connection with this Agreement, or (ii) a willful material breach by Dane County of this Agreement or any of the representations, warranties, covenants, or other obligations of Dane County contained in this Agreement (collectively, "Bluesource Claims"), except to the extent the Bluesource Claims are caused by Bluesource's negligence, willful misconduct, violation of law or regulation, or material breach of this Agreement.

b. **By Bluesource.** Bluesource shall indemnify, hold harmless and defend Dane County, its partners, Affiliates and their respective directors, officers, agents and employees ("Dane County Indemnified Parties"), from and against any and all Third-Party suits, proceedings (including actions by governmental agencies), costs, damages (including damages due to invalidated RINs), injuries (including injury to or death of persons), liabilities, claims, demands, orders, awards, fines, penalties, costs, expenses, interest, taxes, liens, causes of action, and all other liabilities of every nature whatsoever (together with attorneys' fees and litigation expenses) that may be suffered or incurred by Dane County Indemnified Parties, directly or indirectly, to the extent arising out of, in connection with, or as incident to: (i) any gross negligence or willful misconduct by Bluesource in connection with this Agreement, or (ii) a willful material breach by Bluesource of this Agreement or any of the representations, warranties, covenants, or other obligations of Bluesource contained in this Agreement (collectively, "Dane County Claims"), except to the extent the Dane County Claims are caused by Dane County's negligence, willful misconduct, violation of law or regulation, or material breach of this Agreement.



- c. The foregoing indemnity obligations shall not be limited in any way by any insurance requirements.
- d. The indemnification obligations of each Party set forth above shall survive termination of this Agreement, as provided for at Section 28 of this Agreement.

18. Limitation of Liability.

- a. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be liable to the other Party or its directors, officers, employees or agents for any indirect, special, punitive or consequential damages, losses, expenses, or liabilities howsoever caused (including, without limitation, loss of profits); provided, however, the Parties agree that the retention of RINs, payment of Net Proceeds, or payment of compensatory damages pursuant to Section 4(f) or Section 13 shall not be considered indirect, special, punitive or consequential damages, losses, expenses or liabilities.
- b. Except for indemnification obligations or claims based upon or involving Bluesource's willful misconduct; negligence; bodily injury or death; or a breach of Section 10(a)(vii), Bluesource's liability under this Agreement shall not exceed the greater of: (i) ten percent (10%) of the Net RIN Proceeds received from the sale of RINs under this Agreement prior to termination, or (ii) \$1,000,000.00.
- c. Except for indemnification obligations or claims based upon or involving Dane County's willful misconduct; negligence; bodily injury or death; or a breach of Section 10(b)(v), (viii) or (x), (including as may relate to Section 4(d)), Dane County's liability under this Agreement shall not exceed the greater of: (i) ten (10%) of the Net Proceeds received from the sale of RINs under a RIN Sale Agreement prior to termination, or (ii) \$1,000,000.00.

19. **Assignment.** This Agreement and any rights or obligations hereunder may not be assigned or otherwise transferred to another party without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of each Party and its successors and assigns.

20. **Severability.** The invalidity and unenforceability of any part of this Agreement shall not invalidate or affect the remainder of the Agreement. The remainder of the Agreement shall continue to be governed relative to the rights and duties of the Parties as though the invalid or unenforceable part were not a part hereof.

21. **Choice of Laws.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to any conflict of laws or provisions that might otherwise cause another jurisdiction's laws to apply. The exclusive jurisdiction and venue for any action brought in connection with this Agreement shall be the state or federal courts located in Dane County, Wisconsin.

22. **Further Assurances.** Each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyance, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the activities and transactions contemplated hereby.



23. **Legal Costs.** Each Party shall be responsible for and pay its own legal costs associated with the negotiation and execution of this Agreement.
24. **Notices.** Any notice or other communication to a Party is required or wishes to make to any other Party pursuant to this Agreement will be effective and valid only if in writing and delivered personally, by electronic mail or by overnight mail to the other Party at the address set out below or at such other address, fax number or email address as such Party may from time to time designate by notice delivered in accordance with this Section.

Any notice delivered in accordance with the foregoing will be deemed to have been received by the addressee (a) on the date it is received if delivered personally or by email between 9:00 a.m. – 5:00 p.m. Central Prevailing Time, or (b) at the beginning of the next business day if it is sent outside such hours.

To Bluesource: Blue Source, LLC 2825 East Cottonwood Parkway, Ste 400 Cottonwood Heights, UT 84121 Attention: Contract Administrator Email: ktownsend@bluesource.com	To Dane County: Dane County, Department of Waste & Renewables 1919 Alliant Energy Center Way Madison, WI 53713 Attn: John Welch Email: welch@countyofdane.com
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25. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the Parties, and no addition or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either Party unless made in writing and executed by Bluesource and Dane County.
26. **Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise.
27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
28. **Survivability.** Despite completion of delivery or termination of this Agreement, Sections 1(Definitions), 4 (RIN Creation Process), 8 (Division of Proceeds), 9 (Notice of Invalid RINs), 12 (Term), 14 (Confidentiality), 17 (Indemnity), 18 (Limitation of Liability), 20 (Severability), 21 (Choice of Law), 26 (Cumulative Remedies), 28 (Survivability), 29 (Third-Party Beneficiaries), and 30 (Waiver of Jury Trial) shall survive until, by their respective terms, they are no longer operative or are limited by an applicable statute of limitations.
29. **Third-Party Beneficiaries.** There are no Third-Party beneficiaries to this Agreement.



30. **Waiver of Jury Trial.** EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement on the date first written above.

BLUE SOURCE, LLC

DANE COUNTY, INC.

By: William T Overby
Its: Vice President

By:
Its:

CMP



EXHIBIT A

FORM OF AFFIDAVIT

AFFIDAVIT

STATE OF WISCONSIN §
 §
COUNTY OF DANE §

I, _____ (Name), have personal knowledge of and attest to the following facts:

1. I am the _____ (title) for Dane County, Inc. (the "Company").
2. The Company has entered into a written contract for the production of a specific quantity of RNG for use as RNG-based CNG/LNG, introduced into a commercial distribution system for use as Transportation Fuel.
3. The Company has provided Bluesource LLC, a Utah Limited Liability Company ("Bluesource"), information regarding the quantity of such fuel produced. Bluesource has used such information to generate Renewable Identification Numbers ("RINs). All such information provided is correct and accurate to the best of the Company's knowledge.
4. The quantity of RNG paired to CNG/LNG dispensed and for which RINs were generated was sold for use as transportation use and for no other purpose.
5. The volume of RNG produced to make a Transportation Fuel is measured by continuous metering.
6. No other party relied upon the Company's volume of RNG for the creation of RINS.

Name
Title

SUBSCRIBED AND SWORN TO before me this ___ day of _____, 20___, by
_____.

Notary Public in and for
the State of Wisconsin

BIOGAS ADDENDUM

This Biogas Supply Addendum (this "Addendum") is made and entered into effective as of _____ (the "Effective Date"), by and between County of Dane ("Seller"), and Blue Source LLC ("Buyer").

WHEREAS Seller and Buyer are parties to that certain NAESB Base Contract for Sale and Purchase of Natural Gas dated _____ (the "Base Contract"); and

WHEREAS, the parties desire to set forth additional terms and conditions related to transactions for the purchase and sale of Biogas whereby Blue Source will be the party purchasing and receiving the Biogas ("Buyer") and Dane County will be the party selling and delivering the Biogas ("Seller").

NOW, THEREFORE, in consideration of the mutual premises and agreements set forth hereinafter, the sufficiency of such consideration being acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following terms when used herein will have the meanings set forth below. Capitalized terms used in this Addendum but not defined herein are as defined in the Base Contract.

"**Addendum**" has the meaning set forth in the preamble.

"**Advanced Biofuel**" means a renewable fuel as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012)), other than ethanol derived from corn starch, and which must achieve a Lifecycle Greenhouse Gas Emission displacement of fifty percent (50%) compared to the baseline Lifecycle Greenhouse Gas Emissions.

"**Affected Party**" has the meaning set forth in Section 2.11.

"**Affected Transactions**" has the meaning set forth in Section 2.11.

"**Biogas**" means pipeline quality Gas derived from the decomposition of organic matter that meets the EPA RFS eligibility requirements as either an Advanced Biofuel or Cellulosic Biofuel.

"**Biogas Contract**" means a Contract for the supply of Biogas.

"**Biogas Buyer**" in Sections 3.2 and Section 3.3 means Blue Source LLC.

"**Biogas Buyer Force Majeure Event**" has the meaning set forth in Section 3.2

"**Biogas Supply Source Force Majeure Event**" shall have the meaning set forth in Section 3.2.

"**Biogas Supply Source**" means the Biogas supply source listed in Transaction Confirmation under a Biogas Contract between Buyer and Seller.

"**Buyer**" means Blue Source LLC.

"**Cellulosic Biofuel**" means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has lifecycle greenhouse gas emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas Emissions (as set forth in the EPA RFS program (40 C.F.R. § 80.1401 (2012)).

"**Claims**" has the meaning set forth in Section 2.10.

"**Conveyed Green Attributes**" means all the Green Attributes associated with the Biogas being delivered under this Addendum.

"**Disqualified Biogas**" means Gas that was initially determined by the parties upon delivery to be Biogas but subsequently becomes disqualified as Biogas by not satisfying the requirements of the EPA Renewable Fuels Standard.

"**Effective Date**" means the date first written above.

"**EPA**" means the United States Environmental Protection Agency.

"**EPA Renewable Fuels Standard**" or "**EPA RFS**" means the renewable energy program and policies established by the Environmental Protection Agency and published on March 26, 2010 (at 75 Fed. Reg. 14670) and became effective on July 1, 2010, including but not limited to, the RFS Pathways II and Technical Amendments to the RFS Standards, published July 18, 2014 (at 79 Fed. Reg. 42128).

"**Green Attributes**" or "**Environmental Attributes**" means any and all environmental attributes, including Lifecycle Greenhouse Gas Emissions, associated with the use of Biogas as an Advanced Biofuel, Cellulosic Biofuel, or low carbon fuel.

"**Greenhouse Gas**" means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydroflouorocarbons, perfluorocarbons, sulphur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for

Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., U.S. federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric tonne of carbon dioxide equivalent.

“**Green Premium**” or “**RIN Premium**” means the price premium per MMBtu of Biogas added to the market Gas price which may account for the generation of RINs as set forth in the relevant Transaction Confirmation.

“**Governmental Authority**” means any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority. Governmental Authority includes, without limitation, the EPA and the County of Dane.

“**Lifecycle Greenhouse Gas Emissions**” means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA RFS, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

“**New Tax(es)**” mean any Taxes that (i) were not in effect on the date the transaction was entered into, or (ii) were not imposed by any taxing entity on a transaction on the date such transaction was entered into.

“**Non-Affected Party**” has the meaning set forth in Section 2.11.

“**Pathing**” has the meaning set forth in Section 2.6.

“**Project**” means a Biogas facility which produces Biogas for purchase and sale under a Contract that includes this Addendum.

“**Regulatory Event**” means a Governmental Requirement(s) (including but not limited to ones related to market rate caps (whether temporary or permanent), regulatory market requirements (such as those occurring under Dodd Frank), New Taxes, climate change assessments, environmental regulations, export/import assessments, etc.) promulgated after the date of a transaction, which renders a party (the “Affected Party”) unable to continue to perform, either in whole or in part, because (i) such transaction is illegal or unenforceable, or (ii) the Government Requirement(s) materially changes the commercial and economic circumstances existing as of the date of the transaction and as a result negatively and significantly impacts the Affected Party’s ability to perform under the transaction.

“**Renewable Identification Number (RIN)**” is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. § 80.1425 (2011); 40 C.F.R. § 80.1426 (2012)).

“**Seller**” means County of Dane.

“**Seller Force Majeure Event**” has the meaning set forth in Section 3.1.

“**Vehicle Fuel**” means compressed natural gas (CNG) or liquefied natural gas (LNG) derived from Biogas and used in transportation vehicles.

“**Vehicle Fuel Producer Force Majeure Event**” has the meaning set forth in Section 3.1.

ARTICLE II. SPECIFIC TERMS OF PURCHASE AND SALE

In addition to the terms and conditions set forth in the Base Contract, the following terms and conditions will govern the purchase and sale of Biogas.

2.1 Green Attributes Associated with Biogas. For all Biogas sold and purchased under a Biogas Contract hereunder, Seller represents and warrants that it has the rights to all Green Attributes and regulatory credits generated pursuant to the EPA RFS. Seller represents and warrants that (i) the Biogas delivered to Buyer hereunder is from a facility that produces Biogas and pipeline quality Gas derived from Biogas, (ii) the Biogas shall be delivered to Seller in accordance with the requirements of the Renewable Fuels Standard in order to preserve the Green Attributes, (iii) each facility producing the Biogas has provided to Seller and/or Buyer the Biogas fuel production facility registrations consistent with Section 2.6, and (iv) upon sale of the Biogas by Seller to Buyer, except as provided in this subsection, Seller shall transfer all Green Attributes associated with the production of such Biogas. Seller specifically reserves the Green Attributes of the carbon dioxide and nitrogen from the tail gas, so long as such reservation does not interfere with project registration and RIN generation under the Renewable Fuel Standard (RFS). For the avoidance of doubt, tail gas is not injected into the pipeline; Seller makes no claim of right to any Green Attribute associated with the Biogas at or after the Delivery Point. Any right Seller has to the Green Attributes of the tail gas shall be subservient to the obligations required for project registration and RIN generation under the RFS.

2.2 Daily Contract Quantity Nominations. For the Contract Quantity set forth in the Transaction Confirmation, Seller will provide Buyer with its nominated daily quantity of Biogas at the Delivery Point set forth in the Transaction Confirmation for the delivery Month by no later than the twentieth (20th) Day of the Month prior to the delivery Month. Biogas quantities will be nominated ratably over the course of the Month, but Seller will have the option to change its daily nominations at the Delivery Point for any delivery day during the Month as long as such nominations are made by Seller by no later than 5:00 a.m. Pacific Prevailing Time the day before the delivery Day. Weekend and holiday volumes will be nominated ratably over the Saturday – Monday or applicable period.

2.3 Transaction Confirmation. A Transaction Confirmation will be entered into by the parties for each transaction under this Addendum and will be governed by the provisions of this Addendum, together with the Base Contract. Each Transaction Confirmation for the purchase and sale of Biogas shall include the identification of the relevant Biogas Supply Source(s). Notwithstanding any provision of the Base Contract concerning transaction procedures, the parties agree that any Transaction Confirmation for the purchase and sale of Biogas under the Contract must be executed by both parties in order for the Transaction to be binding upon the parties.

2.4 Disqualified Biogas. Either party will promptly notify the other party if any Biogas delivered under a Transaction Confirmation is determined or suspected to be Disqualified Biogas. If occurrence is not due to a Force Majeure event or a Regulatory Event, Buyer shall have the right to cease taking delivery of Disqualified Biogas and Seller shall have the right to cure the disqualification during the next forty-five (45) days. If after forty-five (45) days the Seller has not yet cured the disqualification, Buyer shall have the right to terminate the affected Transaction Confirmation and any such termination shall be considered to be an Event of Default with the Buyer being the Affected Party. In addition to any other remedies under the Contract, if Biogas sold by Seller and purchased by Buyer hereunder becomes classified as Disqualified Biogas, Buyer will be entitled to a refund of any Green Premium paid to Seller for the Disqualified Biogas plus any measurable costs Buyer incurred to store or place such Disqualified Biogas.

2.5 Failure to Produce Vehicle Fuel. In the event that Buyer cannot utilize any Biogas for the production of a Vehicle Fuel, including but not limited to an event of Force Majeure or Event of Default, Buyer shall promptly notify Seller in writing. Any disruption due to an event of Force Majeure shall not be considered an Event of Default resulting in Early Termination under the Base Contract. In addition to all other remedies under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas is not processed into a Vehicle Fuel, Buyer shall first attempt to arrange for storage for the Environmental Attributes until such time as it can be processed into a Vehicle Fuel. If Buyer is unable to process Environmental Attributes into a Vehicle Fuel or secure storage, Buyer shall return such unprocessed Environmental Attributes to Seller and Seller may terminate this Agreement.

2.6 Biogas Registration. Prior to delivery of the Biogas to Buyer, Seller or its designee shall submit to the EPA and provide Buyer with copies of any and all documentation required by the EPA to certify that the Biogas is an Advanced Biofuel or Cellulosic Biofuel that can generate D Code 3 or D Code 5 RINS (with respect to the EPA RFS). This documentation will include, but is not limited to, all documentation required to certify that production and the transportation of the Biogas from its point of production to the Delivery Point stated in the Transaction Confirmation is compliant with the transportation routing requirements ("Pathing") of the EPA RFS. Such documentation may include, but is not limited to any affidavits, reporting or attestations required by the EPA, such as assertions that the registration requirements as outlined by the Renewable Fuels Standard Registration Compliance Guidelines Engineering Review (40 C.F.R. § 80.1450 (2012).) have been met. The successful completion of the EPA registration described herein is a condition precedent to the effectiveness of this Addendum.

2.7 Further Assurances. Each party will provide the other party such cooperation, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this Addendum (including pursuant to any audit of this Addendum and/or the Transaction Confirmation by a third party) and in order for title to the Conveyed Green Attributes to vest in the Buyer in connection with the purchase and sale of the Contract Quantity of Biogas.

2.8 [Intentionally Omitted].

2.9 Seller and Buyer Performance Obligations. Buyer acknowledges that the delivered quantities of Biogas will fluctuate and agrees to purchase and receive all Biogas, up to the Buyer's receipt capacity and Contract Quantity, subject to any minimum Contract Quantity specified in the applicable Transaction Confirmation. Notwithstanding the foregoing, (i) Seller and Buyer acknowledge that the Biogas sales to a Buyer will fluctuate; and (ii) Seller agrees that Buyer will have no obligation to purchase or receive Biogas in excess of the Maximum Daily Quantity, as specified in the Transaction Confirmation.

2.10 Indemnifications.

2.10.1 Seller. Subject to any applicable statutory limitations, including those in Wis. Stat. s. 893.80, Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities, penalties, fines, charges or claims, including, without limitation, reasonable attorneys' fees and costs of court (collectively, "Claims"), from any and all persons, arising from or out of (i) claims of title, registrations, attestations and other representations and warranties concerning the Biogas, including, without limitation, the quality thereof as required to meet the EPA RFS and access the ANR pipeline; (ii) the transportation of the Biogas to the Delivery Point; (iii) all claims or losses of any kind and all persons arising from any Seller provided falsehood, material inaccuracy or misleading statement in any supporting documentation, including, without limitation, registrations required in Section 2.6 or related to any attestation related to RIN creation delivered under this Addendum, (iv) personal injury (including death) or property damage from said Biogas or other charges thereon which attach before title passes to Buyer; (v) Seller's gross negligence or willful misconduct; or (vi) Seller's breach of this Addendum.

2.10.2 Buyer. Notwithstanding any other provisions in the Contract, including, without limitation, any and all limitations on damages, Buyer agrees to indemnify Seller and save it harmless from all Claims from any and all persons, arising from or out of (i) Claims regarding payment, personal injury (including death) or property damage from said Biogas which occurred after title passed to Buyer, or other charges thereon which attach after title passes to Buyer to the extent such Claims are not based upon (a) any breach by Seller hereunder (b) any breach by Seller of Transaction Confirmation or (c) any Claim arising out of Seller's indemnity; (ii) Buyer provided falsehood, misrepresentation, material inaccuracy or misleading statement in any supporting documentation, including, without limitation, registrations or any attestation related to RIN, if applicable, production based on Biogas purchased from Seller and subject to the Contract which includes this Addendum; (iii) Buyer's gross negligence or willful misconduct; or (iv) Buyer's breach of this Addendum.

2.11 Regulatory Event. If a Regulatory Event occurs and the Affected Party is unable, after using commercially reasonable efforts, to

avoid the inability to perform or the negative and significant economic impacts, the Affected Party shall be entitled to terminate and liquidate the transaction(s) affected by such Regulatory Event (the "Affected Transaction(s)"), subject to the following conditions:

2.11.1 The Affected Party must give the Non-Affected Party at least ten (10) Business Days prior written notice of its intent to terminate and liquidate the Affected Transaction(s). The Notice shall be the "Regulatory Event Notice to Terminate", and shall specify the Early Termination Date, which shall be not more than twenty (20) Business Days after the date of the Regulatory Event Notice to Terminate. On the Early Termination Date, the Affected Party shall determine damages in accordance with Section 10 of the Contract; provided however, that any and all costs otherwise allowed under Section 10.3.1. shall be excluded from the calculation, and provided further that the Market Value for each Terminated Transaction shall be determined by using the mid-point, as it may be estimated, between the bid price and the ask price for each Terminated Transaction; and

2.11.2 Nothing herein shall prevent the other party from disputing whether the Affected Party has the right to terminate and liquidate the Affected Transaction(s)."

ARTICLE III. FORCE MAJEURE

3.1. Vehicle Fuel Producer Cross Force Majeure. An event of Force Majeure under a Biogas Contract between Buyer and Seller where Buyer cannot receive any or all Biogas from Seller based solely on such Force Majeure event (a "Buyer Force Majeure Event") or Seller cannot deliver any or all Biogas based solely on such Force Majeure event (a "Seller Force Majeure Event"), shall also be an event of Force Majeure under the Biogas Contract between the Seller and the Biogas Supply Source, but such Force Majeure provisions shall only apply to the Transaction Confirmation(s) under which the affected Biogas Supply Source was listed as the Biogas supplier. Such Vehicle Fuel Producer or Seller Force Majeure Event shall continue until such time as Vehicle Fuel Producer or Seller is no longer impacted by the Force Majeure event affecting its performance provided that the party declaring Force Majeure has used reasonable efforts to avoid the adverse impacts of a force majeure and to resolve the Force Majeure event or occurrence once it has occurred in order to resume performance.

3.2. Biogas Supply Source Cross Force Majeure. Subject to Section 3.3 below, an event of Force Majeure under a Biogas Contract between a Biogas Supply Source and Biogas Buyer where such Biogas Supply Source cannot supply any or all Biogas to Biogas Buyer based solely on such Force Majeure event (a "Biogas Supply Source Force Majeure Event") or Biogas Buyer cannot receive any or all Biogas based solely on such Force Majeure event (a "Biogas Buyer Force Majeure Event"), shall also be an event of Force Majeure under the Base Contract between Buyer and Seller, but such Force Majeure provisions shall only apply to the Transaction Confirmations(s) under which the affected Biogas Supply Source was listed as the Biogas Supply Source. Such Biogas Supply Source Force Majeure Event shall continue until such time as Biogas Supply Source or Biogas Buyer is no longer impacted by the Force Majeure event affecting its performance provided that the party declaring Force Majeure has used reasonable efforts to avoid the adverse impacts of a force majeure and to resolve the Force Majeure event or occurrence once it has occurred in order to resume performance.

3.3. Biogas Buyer and Producer Force Majeure Event. If a Biogas Supply Source or Biogas Buyer Force Majeure Event occurs, Seller shall use commercially reasonable efforts to supply Buyer with Biogas from alternative Biogas Supply Sources. A Force Majeure Event related to a Biogas Supply Source shall have no effect or impact on Seller's obligation to provide Gas (conventional sources if no Biogas is available) under the Transaction Confirmation.

ARTICLE IV. TERMINATION

4.1. Cross Default. In the event that Seller or Buyer is in default of any Biogas Contract(s) between the Parties, the non-defaulting party may terminate this Agreement suspend the Transaction Confirmation(s) solely because of such default.

4.2. Cross Regulatory Event Termination. In the event that a Regulatory Event causes the termination of a Transaction Confirmation, Buyer or Seller shall have the right to suspend the Transaction Confirmation(s) upon written notice.

ARTICLE V. MISCELLANEOUS

5.1. Authority to Execute. Each of the parties to this Addendum represents and warrants that, as of the Effective Date, (i) it has full and complete authority to enter into and perform this Addendum; (ii) the person who executes this Addendum on its behalf has full and complete authority to do so and is empowered to bind it thereby; and (iii) it is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws.

5.2.

5.3. Miscellaneous. This Addendum may be executed in multiple counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. The headings and subheadings contained in this Addendum are used solely for convenience and shall not be used to construe or interpret the provisions of this Addendum. Except as expressly otherwise provided in this Addendum, all covenants, representations, warranties, acknowledgments, agreements, rights and obligations of the parties under this Addendum, that are capable of having effect after the termination of this Addendum for any reason, will survive and remain in full force and effect beyond, and not be affected by, the termination of this Addendum. The language used in this Addendum is the product of both parties' efforts and each party irrevocably waives the benefit of any rule of contract construction which disfavors the drafter of a contract or the drafter of specific language in a contract.

5.4. **Entirety and Amendments.** This Addendum, the Base Contract, the Nomination and Scheduling Agreement, the RIN Marketing Agreement and the applicable Transaction Confirmation constitutes the entire agreement between the parties (save and except for a Transaction Confirmation for the purchase and sale of Biogas) regarding the purchase by Buyer and sale by Seller of Biogas, and supersedes and replaces any prior and contemporaneous communications, understandings and agreements between Seller and Buyer related to such subject matter, whether written or verbal, express or implied. No modification, amendment, supplementation or alteration of the terms and provisions of this Addendum will be or become effective except by written amendment executed by the duly authorized representative of both parties. Except as set forth herein, the Base Contract will remain unchanged.

5.5. **Assignment.** Notwithstanding anything in the Base Contract to the contrary, neither party may assign the Base Contract, necessarily including this Addendum, without the prior written consent of the other party, which consent will not be unreasonably withheld.

5.6. **One Agreement.** The parties agree and acknowledge that this Addendum shall be effective for any and all Biogas purchases and sales commencing on the date first written above and shall be considered part of the Contract as such term is defined in the NAESB General Terms and Conditions but shall not be considered an "addendum" so as to constitute a part of the Base Contract. Accordingly, the parties agree and acknowledge that this Addendum is part and parcel to the Contract involving the purchase and sale of Biogas, and accordingly the Base Contract, this Addendum, the Nomination and Scheduling Agreement, the RIN Marketing Agreement and any Biogas Transaction Confirmation shall be deemed to constitute one integrated agreement for all purposes; provided however, that this Addendum may be terminated, separate and apart from the Gas transactions under the Contract, in accordance with the terms and conditions set forth in this Addendum, necessarily resulting in the termination of any and all Biogas transactions, as a result of (i) an Event of Default under the Base Contract, (ii) pursuant to the termination rights set forth herein; or (iii) the parties otherwise mutually agree in writing to terminate this Addendum. To the extent that either of the foregoing in (i) or (ii) occurs, the Addendum will terminate on the date the event in (i) or (ii) occurs.

5.7. **Survival of Terms.** To the extent that this Addendum is terminated, the parties agree that any and all terms and conditions of this Addendum that are necessary to effectuate the parties' rights and remedies as a result of an Event of Default will survive the termination of this Addendum until such time as the rights and remedies and all disputes related thereto are fully and finally resolved.

5.8. **Conflicting Terms.** The parties agree that to the extent any terms and conditions set forth in this Addendum conflict with any terms set forth in the Base Contract, this Addendum will govern for all purposes with respect to the purchase and sale of Biogas. With respect to any conflicts between the Transaction Confirmation for the purchase and sale of Biogas and this Addendum, the provisions of the Transaction Confirmation shall have priority over the Addendum.

5.9. **Governing Law.** The law governing the Base Contract shall apply to this Addendum, except to the extent that the EPA Renewable Portfolio Standard, together with regulations and decisions promulgated thereunder, is applicable to the purchase and sale of Biogas.

IN WITNESS WHEREOF, and with the intent to be legally bound, the parties hereto have caused this Addendum to be executed by their duly authorized officers or representatives as of the Effective Date.

Buyer: Blue Source, LLC By: <u>William J. Overby</u> Name: <u>William T. Overby</u> Title: <u>Vice President</u> Date: <u>3/5/2019</u> , 20 <u>19</u>	Seller: County of Dane By: _____ Name: _____ Title: _____ Date: _____, 20__
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(CMP)

NOMINATIONS & SCHEDULING SERVICES AGREEMENT

THIS NOMINATIONS & SCHEDULING SERVICES AGREEMENT (the “**Agreement**”) is made as of _____, 2019 (the “**Effective Date**”), by and between Blue Source, LLC, a Utah limited liability company (“**Bluesource**”), and County of Dane, Wisconsin (“**Biogas Producer**” or “**County**”). County and Bluesource are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, County owns, operates, and maintains a gas production facility at the Dane County Rodefeld #2 Landfill site located at 7102 US Highway 12, Madison, Wisconsin, 53718 (the “**Project**”), and such Project has an interconnection to deliver gas produced from the Project onto ANR Pipeline at newly constructed Dane County Landfill and Meter # 513130 (the “**Delivery Point**”).

WHEREAS, County desires Bluesource to provide services for nominations and scheduling of gas produced from the Project to the Delivery Point (the “**Services**”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services.

- a. Bluesource Responsibilities. Bluesource shall provide Services to complete nominations and scheduling of all gas produced from the Project to the Delivery Point each month of the Term (the “**Services Quantity**”) provided County completes the Bluesource Protocols defined in Section 1.b. of this Agreement. For avoidance of doubt, in the performance of these Services, Bluesource will not take physical receipt nor title to the gas, nor have the responsibility for any physical delivery obligations to the Delivery Point or to County or any third party, unless as otherwise provided in a separate agreement.
- b. Bluesource Protocols. County shall complete the following procedures to allow for Services to be completed by Bluesource (the “**Bluesource Protocols**”):
 - i. Production Plan. County will provide Bluesource with its estimated daily quantity of gas to be produced from the Project as well as planned outages and maintenance schedules for each month of the Term per the timeline as provided below:
 1. No less than thirty (30) days prior to the end of any calendar year, County shall provide to Bluesource the expected daily production quantities and maintenance plan for the subsequent year.
 2. No less than ten (10) days prior to each delivery month, County shall submit to Bluesource changes to expected daily production quantities for said upcoming monthly period.
 3. Intra-month changes to expected daily production quantities are due from County to Bluesource by 8:00am Eastern Standard Time, one (1) day prior to each said daily delivery or weekend/holiday trading period.
 4. Any material changes to expected production above shall be reported from County to Bluesource promptly.
 - ii. Data and Reporting. County shall make available to Bluesource reporting and on demand meter-reading data access to Bluesource, or its designee, regarding the quantity of gas being produced by the Project. County will also make key personnel reasonably available to Bluesource regarding the production schedule for the Project.
 - iii. Pipeline Statements. County shall provide Bluesource with copies of the applicable pipeline meter read statements to facilitate measurement and throughput delivery of gas

- to the Delivery Point. County shall provide such documentation to Bluesource on or before the fifth (5th) day following receipt of such statement by County.
- iv. Nomination Plan. County shall confirm a nomination plan for Bluesource to complete Services based upon the above production estimates and data. Upon inaction by County to approve a nomination plan, Bluesource shall complete the Services in a commercially reasonable manner making nomination and scheduling decisions in its sole discretion.
 - v. Point of Contact. County shall appoint a point of contact to answer any questions from Bluesource and communicate with Bluesource regarding production from the Project.

Additional requirements and/or changes to Bluesource Protocols listed above may occur upon mutual agreement by the Parties.

- c. Pipeline Charges. County and Bluesource acknowledge and agree that County is solely responsible for (a) all transportation-related pipeline charges, including, but not limited to, balancing and pooling charges, for the transportation of the gas to the Delivery Point, and (b) any balancing and pooling charges assessed by the applicable pipeline and/or local distribution company caused by deliveries of gas from the Project at, and after the Delivery Point. In performing the Services, Bluesource shall use commercially reasonable efforts based upon the information provided by County in accordance with the Bluesource Protocols to mitigate such charges. For any such charges billed directly to Bluesource, Bluesource shall invoice County, and County shall pay Bluesource for such charges due within fifteen (30) days following the invoice date.

2. Fees, Invoices and Payment.

- a. Fees. As the sole consideration payable by County to Bluesource for the Services and items described in Section 1 above and otherwise in this Agreement, County will pay to Bluesource an amount equal to \$0.050 per MMBtu of gas produced from the Project and delivered to the Delivery Point for which Bluesource provides the Services (“**Services Fees**”).
- b. Invoice and Payments for Services. Bluesource will, on or prior to the tenth (10th) business day following confirmation of the Services Quantity for the preceding month, provide to County an invoice showing all Services Quantity for the preceding month and the Services Fees due to Bluesource arising therefrom. Such invoices may be transmitted by Bluesource to County electronically. County shall pay all amounts owed to Bluesource within ten (30) days following the invoice date. Invoices not paid on or before the date payment is due will accrue interest daily on outstanding amounts from the date payment is due until paid in full, at the lesser of 1.5% per month or the highest rate permitted by law.
- c. Taxes. County shall bear any and all sales, use, excise, transaction, and similar taxes with respect to the Services provided by the Bluesource, as applicable.

3. Term and Termination.

- a. Term. The term of this Agreement (the “**Term**”) will commence on the start of operational flow from the Project (the “**Start Date**”) and end the last calendar day of the month for the sixtieth (60th) month following the Start Date (the “**End Date**”) subject to renewals in accordance with Section 3.d below. County must notify Seller within five (5) business days prior to the expected flow start.
- b. Renewal. The Term shall automatically extend under the same terms and conditions for successive twelve (12) month periods, each an “**Extension Term**”, unless terminated by either Party by giving written notice of termination not less than thirty (30) days prior to the End Date. After the expiration of the initial five (5) year Term, either Party may terminate this Agreement for

any reason or for no reason by giving the other Party ninety (90) days written notice of termination.

- c. Termination. This Agreement may be terminated in its entirety under the following circumstances:
- i. by mutual written agreement of the Parties;
 - ii. by County or Bluesource at the End Date, provided delivery of written notice of termination to the other Party has been completed not less than thirty (30) days prior to such End Date;
 - iii. by County or Bluesource following the last day of an Extension Term, provided delivery of written notice of termination to the other Party has been completed not less than thirty (30) days prior to such last day of an Extension Term;
 - iv. by County immediately upon delivery of written notice of termination to Bluesource if Bluesource has breached the terms and conditions of this Agreement and failed to cure such breach within thirty (30) days following Bluesource's receipt of notice of such breach from County;
 - v. by County immediately upon delivery of written notice of termination to Bluesource if Bluesource is adjudged insolvent or bankrupt, or upon the institution of any proceeding by or against Bluesource (and, in the latter case, not dismissed within thirty (30) days) seeking relief, reorganization, or arrangement under any law relating to bankruptcy or insolvency, or for the making of any assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator, or trustee of any substantial part of Bluesource's property or assets, or upon liquidation, dissolution, or winding up of Bluesource's business;
 - vi. by Bluesource immediately upon delivery of written notice of termination to County if County has breached the terms and conditions of this Agreement and failed to cure such breach within thirty (30) days following County's receipt of notice of such breach from Bluesource;
 - vii. by Bluesource immediately upon delivery of written notice of termination to County if County is adjudged insolvent or bankrupt, or upon the institution of any proceeding by or against County (and, in the latter case, not dismissed within thirty (30) days) seeking relief, reorganization, or arrangement under any law relating to bankruptcy or insolvency, or for the making of any assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator, or trustee of any substantial part of County's property or assets, or upon liquidation, dissolution, or winding up of County's business.
 - viii. Effect of Termination. Termination of this Agreement will not affect either Party's obligations accruing, due and owing hereunder on or prior to the effective date of the termination or with respect to any future Services Fees that would have been due prior to the End Date or last day of an applicable Extension Term.
 - ix. Survival. Sections 3.e., 4, 5 and 6 will survive termination of this Agreement.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party as follows:
- a. It is duly incorporated/formed, validly existing, and in good standing under the laws of its jurisdiction of organization, with full corporate/company and other power and authority to carry on its business as it is now being conducted, to own or hold under lease the properties and assets which it owns or holds under lease, and perform all of its obligations under the agreements and instruments to which it is a party or by which it is bound. It is duly qualified to do business and is in good standing under the laws of each state or other jurisdiction in which the nature of the activities conducted by it requires such qualification.
 - b. It has full power and authority to execute, deliver, and perform this Agreement and all other agreements and documents to be executed and delivered by it in connection with this Agreement. All requisite necessary action to approve, execute, deliver, and perform this Agreement and each

other agreement and document delivered or to be delivered by it in connection with this Agreement has been taken by it. This Agreement and each other agreement and document delivered by it in connection with this Agreement have been or will be duly executed and delivered by it and constitute or will constitute the legal, valid, and binding obligations of it enforceable in accordance with their respective terms.

- c. No approval or consent of, or filing with, any person, entity, or governmental authority or agency is required to be made by it in connection with the execution, delivery, or performance by it of this Agreement or any other agreement or document delivered by or on behalf of it in connection therewith.
- d. No action taken by or on behalf of it in connection with this Agreement, including, but not limited to, the execution, delivery, and performance of this Agreement, and each other agreement and document delivered by any of them in connection with this Agreement:
 - i. contravenes, conflicts with, or results in a violation or breach of any of the provisions of, or gives any person or entity the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or cancel, terminate, or modify, any contract to which it is a party;
 - ii. contravenes, conflicts with, or violates: (1) any applicable law; (2) its organizational documents; (3) any contract or agreement by which it or its assets is bound; or (4) any order, arbitration award, judgment, decree, or other similar restriction to which it or any of its assets is subject; or
 - iii. constitutes an event which, after notice or lapse of time or both, would result in any of the foregoing.
- e. County hereby represents and warrants that it has the rights to contract for nomination, and scheduling services on behalf of the Project.
- f. All of the foregoing representations and warranties of each Party will survive the execution and delivery of this Agreement; provided that nothing in this Agreement will constitute a waiver or extension of any applicable statute of limitations.

5. Confidentiality.

- a. Each Party agrees to keep all terms and provisions of this Agreement and all communication provided in connection with this Agreement, including the pricing offered to County, confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as necessary to perform its obligations under this Agreement or as otherwise required by Law. Each Party may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and on a need to know basis, to its independent contractors, provided each such recipient agrees to hold such information in the strictest confidence. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.
- b. Bluesource acknowledges that Dane County is subject to the Wisconsin Public Records Law. If Bluesource asserts that any information constitutes a trade secret as that term is defined in s. 134.901(1)(c), Wis. Stats., Dane County will not release such records without first notifying Bluesource and affording them an opportunity to challenge in a court of competent jurisdiction the requester's right to access to such information. The entire burden of maintaining and defending the trade secret designation shall be upon Bluesource. Bluesource acknowledges and agrees that if it shall fail, in a timely manner,

to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, Dane County shall be obligated to and will release the information.

6. Miscellaneous.

- a. Notices. All notices and communications under this Agreement will be in writing and will be (i) delivered in person, or (ii) mailed, postage prepaid, either by registered or certified mail with return receipt, or (iii) sent by reputable overnight express carrier, addressed in each case to the person and at the following addresses, or to such other address as either Party may hereafter designate to the other by such notice and with signature confirming delivery, and, in each case, shall be deemed to have been given when received/refused by the receiving Party.

If to County, then to:
Dane County Department of Waste & Renewables
1919 Alliant Energy Center Way
Madison, WI 53713
Attn: John Welch

If to Blue Source, then to:
Blue Source, LLC
2825 E. Cottonwood Parkway
Suite 400
Cottonwood Heights, Utah 84121
Attn: Will Overly

- b. Governing Law. This Agreement will be governed by Wisconsin law, without respect to any conflicts of law principles.
- c. Indemnification. Subject to any applicable statutory limitations including but not limited to those in Wis. Stat. s. 893.80, each Party covenants and agrees to indemnify and save the other Party harmless from any liability, loss, damage or expense, to the extent caused by the Party's negligent performance, willful misconduct, or breach, of its respective obligations under this Agreement.
- d. Captions; Severability. Captions are for convenience only and have no substantive meaning. In case any one or more of the provisions or application of one or more of the provisions contained in this Agreement are held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions and their application will not in any way be affected or impaired.
- e. Dispute Resolution; Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
- f. Entire Agreement; Amendment. This Agreement, together with the Exhibits attached to this Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this

Agreement and supersedes any prior oral or written agreement of the Parties. Any legal terms and conditions contained on any invoices, proposals, purchase orders or other documents supplied by either Party after the date of this Agreement are expressly rejected in their entirety. This Agreement may be amended only by a written document signed by each of the Parties. Any provision declared or rendered unlawful by an applicable court of law or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement.

- g. **Severability.** Any provision declared or rendered unlawful by an applicable court of law or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement.
- h. **Waiver.** Either Party's failure or delay to insist upon strict performance of any term in this Agreement, to exercise any rights or remedies provided in this Agreement or by law, or to provide proper notice in the event of any breach of this Agreement will not release the other Party from any of its obligations under this Agreement and will not be deemed a waiver of any of such Party's rights or remedies under this Agreement or at law.
- i. **Counterparts.** This Agreement may be signed in counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same instrument. This Agreement may be executed by any Party by PDF signature and the other Party will be entitled to rely on such PDF signature as evidence that such instruments have been duly executed and delivered by such Party.
- j. **Limitation of Liability.** Notwithstanding any other provision of the Agreement to the contrary, the entire liability of each Party for any and all claims will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of each Party to mitigate its damages, and neither Party will be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to sign this Agreement of as the date written below in the space provided for such Party.

DATED: _____, 20__

County of Dane, Wisconsin

By: _____

Name: _____

Title: _____

DATED: 3/5/, 2017

(CMP)

Blue Source, LLC

By: William T. Avery

Name: William T. Avery

Title: Vice President

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: _____

The parties to this Base Contract are the following:

PARTY A Blue Source, LLC	PARTY NAME	PARTY B County of Dane
2825 Cottonwood Parkway, Suite 400 Cottonwood Heights, UT 84121	ADDRESS	1919 Alliant Energy Center Way Madison, WI 53713
<u>www.bluesource.com</u>	BUSINESS WEBSITE	
801-438-1533	CONTACT NUMBER	
041609723	D-U-N-S® NUMBER	
X US FEDERAL: 87-0676638 <input type="checkbox"/> OTHER:	TAX ID NUMBERS	<input type="checkbox"/> US FEDERAL: <input type="checkbox"/> OTHER:
Utah	JURISDICTION OF ORGANIZATION	
<input type="checkbox"/> Corporation X LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:	COMPANY TYPE	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP X Other:
	GUARANTOR (IF APPLICABLE)	None
CONTACT INFORMATION		
Blue Source ATTN: Will Overly TEL#: 801-438-1533 FAX#: EMAIL: <u>woverly@bluesource.com</u>	COMMERCIAL	County of Dane ATTN: John Welch TEL#: 608-516-4154 FAX#: EMAIL: <u>welch@countyofdane.com</u>
Blue Source ATTN: Will Overly TEL#: 801-438-1533 FAX#: EMAIL: <u>woverly@bluesource.com</u>	SCHEDULING	County of Dane ATTN: John Welch TEL#: 608-516-4154 FAX#: EMAIL: <u>welch@countyofdane.com</u>
Blue Source ATTN: Matt Harmer TEL#: 801-438-1541 FAX#: EMAIL: <u>mharmer@bluesource.com</u>	CONTRACT AND LEGAL NOTICES	County of Dane ATTN: John Welch TEL#: 608-516-4154 FAX#: EMAIL: <u>welch@countyofdane.com</u>
ATTN: TEL#: FAX#:	CREDIT	ATTN: _____ TEL#: FAX#:

EMAIL:		EMAIL:
Blue Source ATTN: Will Overly TEL#: 801-438-1533 FAX#: EMAIL: woverly@bluesource.com	TRANSACTION CONFIRMATIONS	County of Dane ATTN: John Welch TEL#: 608-516-4154 FAX#: EMAIL: welch@countyofdane.com
ACCOUNTING INFORMATION		
ATTN: Jen Stirling TEL#: 801-438-1592 FAX#: 801-363-3248 EMAIL: jstirling@bluesource.com	INVOICES PAYMENTS SETTLEMENTS	ATTN: _____ TEL#: _____ FAX#: _____ EMAIL: _____
BANK: JP Morgan Chase Bank ABA: 124001545 ACCT: 900833248 OTHER DETAILS: Blue Source, LLC	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: _____ _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
BANK: JP Morgan Chase Bank ABA: 124001545 ACCT: 900833248 OTHER DETAILS: Blue Source, LLC	ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____

Base Contract for Sale and Purchase of Natural Gas

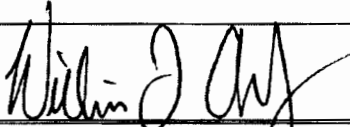
(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 <input checked="" type="checkbox"/> Oral (default) Transaction <input type="checkbox"/> OR Procedure <input type="checkbox"/> Written	Section 10.2 <input checked="" type="checkbox"/> No Additional Events of Default (default) Additional <input type="checkbox"/> Indebtedness Cross Default Events of <input type="checkbox"/> Party A: 3% of Shareholders Equity Default <input type="checkbox"/> Party B: 3% of Shareholders Equity <input type="checkbox"/> Transactional Cross Default <u>Specified Transactions:</u> 'Specified Transaction(s)' shall mean any obligation of a party to this Contract incurred under any other agreement(s) between the parties to this Contract in relation to the purchase or sale of power, natural gas, or other commodity or any financial transaction related to such commodity.
Section 2.7 <input type="checkbox"/> 2 Business Days after receipt (default) Confirm <input type="checkbox"/> OR Deadline <input type="checkbox"/> 5 Business Days after receipt	Section 10.3.1 <input checked="" type="checkbox"/> Early Termination Damages Apply (default) Early <input type="checkbox"/> OR Termination <input type="checkbox"/> Early Termination Damages Do Not Apply Damages
Section 2.8 <input type="checkbox"/> Seller (default) Confirming <input type="checkbox"/> OR Party <input type="checkbox"/> Buyer _____	Section 10.3.2 <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) Other <input checked="" type="checkbox"/> Bilateral (default) Agreement <input type="checkbox"/> Triangular Setoffs OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 3.2 <input checked="" type="checkbox"/> Cover Standard (default) Performance <input type="checkbox"/> OR Obligation <input type="checkbox"/> Spot Price Standard	<p>Note: The following Spot Price Publication applies to both of the immediately preceding.</p> Section 2.31 <input checked="" type="checkbox"/> Gas Daily Midpoint (default) Spot Price <input type="checkbox"/> OR Publication <input type="checkbox"/> _____ Section 6 <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR Taxes <input type="checkbox"/> Seller Pays Before and At Delivery Point Section 7.2 <input checked="" type="checkbox"/> 45 Days from Month's close of delivery (default) Payment Date <input type="checkbox"/> OR <input type="checkbox"/> Day of Month following Month of delivery
	Section 15.5 <u>Wisconsin</u> Choice Of Law

Section 7.2 Method of Payment	<input checked="" type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	Section 15.10 Confidentiality	<input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply
Section 7.7 Netting	<input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply		
<input checked="" type="checkbox"/> Special Provisions Number of sheets attached: <u>4</u>			
<input type="checkbox"/> Addendum: _____			

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

By: 		By: _____
Will Overly		John Welch Joseph J.
Blue Source		County of Dane Parisi

(CMP)

General Terms and Conditions
Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

1.2. The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

- 2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.
- 2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.
- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.

- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.
- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.
Buyer Pays At and After Delivery Point:
Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.
Seller Pays Before and At Delivery Point:
Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas or Environmental Attributes delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas or Environmental Attributes. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 30 Days after receipt of the invoice by Buyer; provided that if the

Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due ten Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas or Environmental Attributes shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas or Environmental Attributes prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas or Environmental Attributes after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas or Environmental Attributes sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or Environmental Attributes or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or Environmental Attributes or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be

valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either “Early Termination Damages Apply” or “Early Termination Damages Do Not Apply” as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, “Contract Value” means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and “Market Value” means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to “evergreen provisions”) shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either “Other Agreement Setoffs Apply” or “Other Agreement Setoffs Do Not Apply” as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND

ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and

superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence-on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR**

REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.

TRANSACTION CONFIRMATION
 SAMPLE – NOT FOR EXECUTION

EXHIBIT A

Letterhead/Logo	Date: _____, _____ Transaction Confirmation #: _____
-----------------	---------------------------------------------------------

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER: _____ _____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____
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Contract Price: Refer to Biogas Sales Addendum

Delivery Period: Begin: _____, _____ End: _____, _____

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity): _____ MMBtus/day to _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up
----------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------

Delivery Point(s):

Special Conditions:

Seller: _____	Buyer: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**SPECIAL PROVISIONS TO THE
2006 NAESB BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

BY AND BETWEEN

Blue Source
("Party A")

And

County of Dane
("Party B")

Dated: _____, _____

Section I. Purpose & Procedures

In Section 1.3 delete "mutually agreeable electronic means" in the second line and replace it with "other electronic means of communication."

In Section 1.4 add the following before the "." at the end of the second sentence: "; provided, that the party responsible for obtaining the consent of its agents and employees to such recordings shall indemnify, defend and hold the other party harmless from any and all losses, liabilities, claims, damages, judgments, costs and expenses, including, but not limited to, reasonable attorney's fees and costs of court, arising from or out of such party's failure to obtain the consent of its agents and employees to such recordings."

Section 2. Definitions

Add the following to the end of Section 2.12:

"For purposes of this Section 2.12 and respective to each applicable Transaction Confirmation, "Gas" shall mean equivalent Biogas and affiliated Green Attributes if and as such terms are defined in any Transaction Confirmation."

Definition of "Payment Date" in Section 2.27 shall be deleted and replaced with the following:

"Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due from one party to the other as set forth in Section 7."

Definition of "Spot Price" in Section 2.31 shall be amended by deleting the last sentence and replacing it with the following:

"If no price or range of prices is published for such Day, then the Spot Price shall be determined in accordance with Section 14 as modified herein."

Add the following at the end of Section 2:

2.36. "Biogas Supply Source" shall be the source of Gas as defined in each respective Transaction Confirmation.

2.37. "Governmental Requirement(s)" shall mean any applicable laws, statutes, ordinances, orders, rules, regulations, rulings, decrees, or policies having the effect of law and/or official governmental actions, whether of a federal, state, local or tribal nature.

2.38. "Taxes" shall mean any and all taxes, charges, licenses, levies, fees, penalties, permits, assessments or charges, or increases on any of the foregoing, (whether sales, use, gross receipts, excise, customs, duties or otherwise) which are claimed to be due by any federal, state, local or tribal government or any other governmental agency having jurisdiction to do so, whether or not in effect on the date the transaction is entered into. The term "Taxes" shall not include any employment or franchise taxes imposed upon either party, nor any tax based upon a party's income or net worth."

Section 3. Performance Obligation

Add the following as Section 3.5:

“3.5. Any Gas sold and, or delivered by Seller to Buyer at the Delivery Point(s), and purchases made and, or received from Seller by Buyer at the Delivery Point(s), shall be deemed delivered in the following order: (i) Gas where the Contract Price is a fixed price or has a fixed price component, (ii) Firm (Fixed Quantity) (iii) Firm (Variable Quantity) and (iv) Interruptible.

Section 6. Taxes

Add the following three (3) paragraphs at the end of the first paragraph of “Buyer Pays At and After the Delivery Point.”:

“Seller bears all responsibility to make disbursements to all interest owners, and is responsible for any severance tax reporting and/or payment associated with the gas purchased hereunder. Where law prescribes that Buyer may be required to report and pay severance tax, Seller shall take all steps necessary to enable Seller to report and/or pay the severance tax, including making any necessary filings or showings before taxing authorities administering such severance tax. Pursuant to any approval granted by any taxing authority to absolve Buyer of severance tax reporting and/or payment responsibilities, Seller shall report and/or pay the severance tax for the entire term of this contract, unless written consent of Buyer is first obtained.

Gross Receipts and Consumption, and Compensating Taxes. The Contract Price includes the reimbursement of severance taxes (whether such tax is paid by the Seller pursuant to the applicable statute, or due to Seller reporting and paying such tax on Buyer’s behalf under the foregoing paragraph) and other similar taxes, which the Seller will pay to the applicable taxing authority. For clarity, the Contract Price does not include any applicable state or local, gross receipts, compensating, utility, transaction privilege, sales or use tax which may be assessed as a result of sales of or use of Gas hereunder, whether measured by quantity or revenues (“Gross Receipts” or “Compensating Tax”). If there is such a Gross Receipts and/or Compensating Tax, either of which being applicable to that quantity of Gas sold to or used by Buyer hereunder, Seller will invoice Buyer and Buyer will pay Seller the amount of the Gross Receipts or Compensating Tax, and Seller will remit same as required by the applicable law.

“*Protest and Payment.* If a party is required to remit or pay Taxes that are the other party’s responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes, except to the extent either party has filed, or provides prior notice to the other party that it will timely file, a good faith protest, contest, dispute or complaint with the taxing authority or applicable court with jurisdiction, which tolls the requirement to pay such Taxes. Any party is entitled to make such good faith protests, contests, disputes or complaints with the applicable taxing authority or applicable court with jurisdiction or to file for a request for refund for such Taxes already paid in a timely manner as to any Taxes that it is responsible to pay or remit or for which it is responsible to pay or reimburse the other party. In the event either party makes such filings, the other party shall cooperate with such filing party by providing any relevant information within that party’s possession, which will support the filing party’s filing upon request by and as specified by the filing party. Upon the issuance by the taxing authority or court of a final, non-appealable order, which lifts the tolling of an obligation to pay and requires payment of the applicable Taxes, and absent a stay of such order, the responsible party shall either pay directly to the applicable taxing authority, or reimburse the other party for, such Taxes and any other amounts (including interest) required by such order. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.”

Section 7. Billing, Payment and Audit

In Section 7.6, add the following at the end of the next to last sentence before the “.”:

“; provided, however, that the finality of all invoices and billings shall not apply to Taxes or any adjustments made by Transporter(s) under the terms of its applicable tariff, and the responsible party under the Contract shall continue to be responsible for such amounts.”

Section 8. Title, Warranty, and Indemnity

In Section 8.2, following the first sentence, add the following sentence: “Seller further warrants that all Gas sales hereunder shall constitute a “first sale” as defined by the Natural Gas Act and §§ 2 and 601 of the Natural Gas Policy Act.

In Section 8.3:

- (i) insert “(i)” before the word “claims” in the second line,
- (ii) insert “, or (ii) Seller’s failure to timely report and pay any severance taxes as required under Section 6.1 of this Contract” before the “.” at the end of the first sentence, and
- (iii) add to the end of the paragraph, “Each party further agrees to indemnify, defend and hold harmless the other party and each of its affiliates, directors, officers, employees, and agents (each individually, an “Indemnified Party”) from and against any and all Claims incurred by any Indemnified Party in connection with or arising from or out of (i) any breach of a representation or warranty or failure to perform any covenant or agreement in a Transaction Confirmation; (ii) any violation of applicable law, regulation or order by the non-Indemnified Party or its agents; or (iii) any material misrepresentation or inaccuracy or misleading statement in any supporting documentation, including, without limitation, registrations or any attestation related to compliance with any Governmental Requirement.”

Section 10. Financial Responsibility

In Section 10.2:

- (i) In clause (vii), delete “48 hours but at least one Business Day” and replace with “five (5) Business Days”;
- (ii) Immediately following clause (viii), delete “or ix)” and replace with “(ix)”, and
- (iii) Immediately following “Additional Event of Default;”, add “(x) commit any fraudulent act in connection with its purchase or use of the Gas; (xi) make any material misrepresentation under a Transaction Confirmation or materially breach any representation or covenant under a Transaction Confirmation; (xii) make any material misrepresentation or inaccuracy or misleading statement in any supporting documentation, including, without limitation, registrations or any attestation related to compliance with any Governmental Requirement; or (xiii) solely with respect to Seller, default on any contractual obligations with a third party pertaining to the construction or operation of a Biogas Supply Source, including a default arising from delayed payment to any such third party; provided that no suspension of performance shall continue for more than ten (10) Days unless an Early Termination Date has been declared and the Defaulting Party given Notice thereof in accordance with Section 10.3.”

In Section 10.3.2, under “Triangular Setoff Option:”, in the third line delete “without” and replace with “upon”.

In Section 10.4, (i) replace “second” in the sixth line with “fifth,” and (ii) add the following at the end thereof: “Notwithstanding the foregoing, if the Non-Defaulting Party owes the Net Settlement Amount to the Defaulting Party, the obligation of the Non-Defaulting Party to pay to the Defaulting Party the Net Settlement Amount, shall not arise until, and shall be subject to the condition precedent that, (i) all transactions are terminated in accordance with this Contract and (ii) all obligations (contingent or absolute, matured or unmatured) of the Defaulting Party and any Affiliate of the Defaulting Party to the Non-Defaulting Party or any Affiliate of the Non-Defaulting Party shall have been fully and finally performed.”

In Section 10.5, add “Each Party further agrees that the other Party is not a “utility” as such term is used in 11 U.S.C. Section 366, and each Party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding involving such Party.”

Section 11. Force Majeure

Add the following as Section 11.7:

“11.7 If an event of Force Majeure prevents a party from delivering or purchasing Gas under this Contract and such event continues (i) for more than ninety (90) consecutive Days or (ii) for more than one hundred and eighty (180) cumulative Days during any calendar year, the party not claiming the event of Force Majeure may terminate and liquidate the transactions affected utilizing the same methodology set forth under Section 3.6.

Section 15. Miscellaneous

Delete Section 15.3 in its entirety and replace it with the following:

“15.3. No waiver of any breach of this Contract, or delay, failure or refusal to exercise or enforce any rights under this Contract (including any rights to claim excused performance as a result of an event of Force Majeure), shall be held to be a waiver of any other or subsequent breach, or be construed as a waiver of any such right then existing or arising in the future.”

Add the following to the end of Section 15.8:

“In addition, each Party will be deemed to represent to the other Party each time a Transaction Confirmation is entered into that: (a) it has full and complete corporate authority to enter into and perform this Transaction Confirmation; (b) the person who executes this Transaction Confirmation on its behalf has full and complete authority to do so and is empowered to bind it thereby; (c) it is acting for its own account, and it has made its own independent decisions to enter that Transaction Confirmation and as to whether that Transaction Confirmation is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary; (d) it is not relying on any communication (written or oral) of the other Party as investment advice or as a recommendation to enter into that Transaction Confirmation; it being understood that information and explanations related to the terms and conditions of a Transaction Confirmation shall not be considered investment advice or a recommendation to enter into that Transaction Confirmation; (e) no communication (written or oral) received from the other Party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction Confirmation; (f) it is capable of assessing the merits and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction Confirmation; (g) it is capable of assuming, and assumes, the risks of that Transaction Confirmation; (h) the other Party is not acting as a fiduciary for, or an advisor to, it in respect of that Transaction Confirmation; and (i) it is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws.”

In Section 15.10: (i) In the second line, add “or any financial information provided by a party under the terms of this Contract” after “the terms of any transaction” and (ii) in the third line add “Affiliates, ” before “employees.”

Add the following as Section 15.13:

“15.13. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS CONTRACT OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT.”

Add the following as Section 15.14:

“15.14. This Contract shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.”

Add the following as Section 15.15:

“15.15. *Mobile-Sierra.* To the extent, if any, that a transaction does not qualify as a “first sale” as defined by the Natural Gas Act and §§ 2 and 601 of the Natural Gas Policy Act, each party irrevocably waives any rights, including rights under §§ 4-5 of the Natural Gas Act, unilaterally to seek or support a change to any terms and conditions of the Contract, including but not limited to the rate(s), charges, or classifications set forth therein. By this provision, each party expressly waives its right to seek or support, either directly or indirectly, and by whatever means: (i) an order from the U.S. Federal Energy Regulatory Commission (“FERC”) seeking to change any of the terms and conditions of the Contract agreed to by the parties; and (ii) any refund from the other party with respect to the Contract. Each party further agrees that this waiver and covenant shall be binding upon it notwithstanding any regulatory or market changes that may occur after the date of the Base Contract or any transaction entered into between the parties. Absent the agreement of both parties to the proposed change, the standard of review for changes to any terms and conditions of the Contract proposed by (a) a party, to the extent that the waiver set forth in this Section 15.13 is unenforceable or ineffective as to such party due to a final determination being made under applicable law that precludes the party from waiving its rights to seek or support changes from the FERC to the terms and conditions of this Contract, (b) a non-party, or (c) the FERC acting *sua sponte*, shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the “*Mobile-Sierra Doctrine*”), as the *Mobile-Sierra Doctrine* has been clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 128 S.Ct. 2733 (2008) and NRG Power Marketing, LLC v. Maine Public Utilities Commission, 130.S.Ct.” 693 (2010).”

Add the following as Section 15.16:

“15.16. *Non-Circumvention.* Seller agrees that, upon execution of this Contract and for a period of one (1) year following termination of any and all Transaction Confirmations hereunder, it will not, directly or indirectly, circumvent, avoid or bypass Buyer, either directly or indirectly, in order to avoid payments of fees, commissions or other financial benefits to Buyer, or otherwise benefit, either financially or otherwise, from information supplied to it by Buyer, or through any form of relationship with Buyer’s customers, vendors or representatives, or in any manner interfere with any agreement or contract between Buyer and such third parties.”

TRANSACTION CONFIRMATION

Trade Date: _____

Contract: Blue Source / Dane County

This Transaction Confirmation is subject to the _____ (“Base Contract”) including the Biogas Addendum between Buyer and Seller dated _____. The terms of this Transaction Confirmation are binding.

BUYER: Blue Source, LLC 2825 East Cottonwood Parkway, Ste 400 Cottonwood Heights, Utah 84121 Attn: Will Overly Email: woverly@bluesource.com	SELLER: County of Dane 1919 Alliant Energy Center Way Madison, WI 53713 Attn: John Welch Email: welch@countvofdane.com
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This Transaction Confirmation regards the sale and purchase of “Biogas,” as defined herein, and which meets the applicable pipeline quality standards for the relevant Transporters. All references to “Gas” in the Base Contract, and the Special Provisions, will include “Biogas” and apply to the Gas sale and purchase transactions discussed herein.

I. COMMERCIAL TERMS

CONTRACT PRICE (\$/MMBTU):

Biogas Price: The Contract Price for Biogas sold and purchased hereunder (“**Biogas Contract Price**”) shall be paid by the Buyer to the Seller as set forth below:

- “**Biogas Contract Price**” (\$/MMBtu) = the **Commodity Price minus the Basis Adder of \$0.141 (\$/mmbtu), which is inclusive of fuel plus the RIN Premium Allocation.**
- “**Commodity Price**” (\$/MMBTu) means the Daily Index price for daily deliveries into the ANR Pipeline system as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platts publication, *Daily Price Survey*, under the table “Upper Midwest”, for the delivery day under the column “MidPoint” under the row labeled “Chicago city-gates” (“**Daily Index**”).

US\$ Rounded to four decimal places
Plus applicable taxes assessed at and after the Delivery Point

- “**RIN Premium Allocation**” means 90% of the Net RIN Proceedings, as specified in Section 8 of the RIN Marketing Agreement agreed and executed by the Parties on _____.

Pricing shall reflect 1 RIN = 1 Gallon (Ethanol Gallon Equivalent) = 11.727gallon/MMBtu

“**Environmental Attributes Storage Service Fee**” means a services fee for storage of Environmental Attributes associated with Biogas produced from the Project(s), which shall be an amount equal to: (a) \$0.050/MMBtu of Biogas received by Buyer from Seller and for which Environmental Attributes of such Biogas are tracked with the storage of Gas at Approved Storage Facility(ies) by Buyer; plus (b) the Buyer’s commercially reasonable estimate of costs incurred for such storage of Environmental Attributes with Gas. Such estimate of costs shall include charges for reservation, capacity, injection, withdrawal, and, as applicable, any additional carrying costs in the amount equal to the differences between the price of Gas during injections and the price of Gas during withdrawals, as determined by Buyer in its commercially reasonable discretion, if storage is to be performed during a non-peak period outside of normal operations that Buyer carries a balance of Gas in the applicable Approved Storage Facility(ies). The current, non-binding estimates of such costs shall be provided to Seller separately by email.

DELIVERY PERIOD:

The Delivery Period shall begin on the specified date of Dane County’s first injection of Biogas into the ANR Pipeline, for which it shall provide Blue Source with reasonable notice thereof (the “Start Date”), and continue for a period through December 31 of the fifth (5) year from the Start Date (the “End Date”).

CONTRACT QUANTITY:

- **Minimum Daily Quantity (“MinDQ”):** One hundred percent (100%) of the amount of Biogas Dane County injects into the ANR pipeline from its Dane County RNG Facility, which is projected to produce up to 1,400 MMBtu/Day.
- **Maximum Daily Quantity (“MaxDQ”):** One hundred percent (100%) of the amount of Gas produced from the Projects, not to exceed 2,000 MMBtu/day

PERFORMANCE OBLIGATION:

Firm Obligation. Seller shall have a Firm obligation to sell and deliver at least the MinDQ and not more than the MaxDQ. Buyer shall have a Firm obligation to purchase and receive such Biogas during the Delivery Period.

Storage Pending EPA Registration. Seller intends to register its Biogas with U.S. EPA’s Renewable Fuel Standard (“RFS”). Until such time as EPA approves Seller’s RFS registration, and Seller communicates such approval to Buyer, Seller shall sell and deliver to the Delivery Point(s), and Buyer shall receive at the Delivery Point(s) the Contract Quantity of Biogas produced by the Project(s) included herein, and Buyer shall provide storage services for such Biogas with **CNE Gas Supply, LLC, a.k.a Constellation** (the “Stored Gas”). Buyer shall pay the Biogas Contract Price at such time as the Stored Gas is removed from storage and allocated to transportation fuel consistent with the requirements of the RFS. Buyer shall take reasonable steps to remove the Stored Gas from storage as quickly as is commercially possible.

Biogas Sale and Purchase Obligation. Upon EPA’s approval of Seller’s RFS registration, Seller shall sell and deliver to the Delivery Point(s), and Buyer shall purchase and receive at the Delivery Point(s) the Contract Quantity of Biogas produced by the Project(s) included herein, for which Buyer shall pay the Biogas Contract Price.

Transportation Fuel Required. Upon EPA’s approval of Seller’s RFS registration, Buyer shall have a Firm Obligation to deliver 100% of the Biogas to the Renewable Fuel Consumers for use as Renewable - Compressed Natural Gas vehicle fuel.

DELIVERY POINT(S):

The “*Delivery Point(s)*” shall be the as set forth below, at:

Description:	Delivery Point:
Dane County Landfill Site No. 2 (Rodefeld) pipeline injection point onto ANR Line #1-363 near Madison, WI.	Dane County Landfill – Meter #513130

Buyer and Seller acknowledge and agree that (a) Seller is solely responsible for all transportation-related pipeline charges, including, but not limited to, balancing and pooling charges, for the transportation of the Gas to the Delivery Point(s), and (b) any balancing and pooling charges resulting from Seller’s failure to comply with the nomination procedures set forth in Section 3 or Seller’s failure to deliver nominated Gas, that are assessed by the applicable local distribution company or pipeline. Such charges may be passed through to Seller to the extent Buyer is not able to mitigate such charges, in its commercially reasonable discretion. For any such charges billed directly to Buyer, Buyer shall invoice Seller, and Seller shall pay Buyer for such charges due within fifteen (15) days upon receipt of such invoice by Seller.

BIOGAS SUPPLY SOURCE:

Biogas delivered to the Delivery Points shall be sourced from the following Project(s).

Dane County RNG Facility production facility.

II. SPECIAL PROVISIONS

1. Definitions.

“Advance Notice Deadline” means the seventh (7th) Business Day before the first Day of the next Biogas delivery Month.

“Biogas Contract Price” has the meaning set forth in the Contract Price section.

“Biogas Baseload Quantity” means the MinDQ, the Biogas quantity that is nominated on or before the Advanced Notice Deadline which and is to be delivered ratably through the following Month.

“Biogas Contract Price” means the Contract Price for RIN qualified Biogas quantities delivered to Buyer by Seller at the Delivery Point(s).

“Calendar Quarter” means the periods, January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31.

“Competitive Offer” shall have the meaning set forth in Paragraph 13 of the Special Conditions in this Transaction Confirmation.

“Delivery Period Begin Date” means the commercial operation date of the project, but not later than September 1, 2019.

“Economic Event Notice to Terminate” has the meaning set forth in Special Condition 6.

“Economic Terminating Party” has the meaning set forth in Special Condition 6.

“Economic Termination Wind-up Amount” has the meaning set forth in Special Condition 6.

“Gas Baseload Quantity” has the meaning set forth in Special Condition 3.

“Gas Daily” means the Platts Gas Daily publication by Platts or any successor thereto.

“ICF Resources” means ICF Resources, Inc.

“Maximum Biogas Daily Quantity” (“MaxDQ”) has the meaning set forth in the section titled Performance Obligation.

“Minimum Biogas Daily Quantity” (“MinDQ”) has the meaning set forth in the section titled Performance Obligation.

“Non-Economic Terminating Party” has the meaning set forth in Special Condition 6.

“Quality Assurance Plan” or “QAP” means the voluntary program within the RFS whereby independent third-parties audit the production of the renewable fuel and monitor on a quarterly basis to ensure the RINs have been validly generated.

“Renewable Fuel Consumers” means a Third Party who consumes Renewable Fuel as transportation fuel, specifically contemplated here to be, but not limited to, Kwik Trip LLC and the County of Dane.

2. **RIN Marketing.** Buyer and Seller are parties to one RIN Marketing Agreement which is incorporated by reference.

3. **Monthly Nominations, Scheduling.** For the Contract Quantity set forth in this Transaction Confirmation, Seller will provide Buyer with its estimation of the monthly Biogas quantity that it expects to produce for the following month no later than the Advance Notice Deadline. Quantities will be nominated ratably over the course of the Month.

4. **Performance Termination Option.** In the event that Seller fails to deliver the MinDQ of Biogas on average for any twelve (12) Month rolling period during the Delivery Period, except in the event that the Buyer fails to purchase Biogas available for delivery by Seller or the occurrence of Force Majeure, and has not cured such failure pursuant to the Performance Obligation, Buyer, in its sole discretion, may terminate this Transaction Confirmation. In the event that Buyer fails to purchase the MinDQ of Biogas on average for any twelve (12) Month rolling period during the Delivery Period, except in the event that the Seller is unable to deliver Biogas to the Delivery Points for Buyer to purchase or the occurrence of Force Majeure, Seller, in its sole discretion, may terminate this Transaction Confirmation. In the event the Buyer or Seller fails to meet its Contract Quantity obligation and Seller or Buyer elects to terminate this Transaction Confirmation, such event shall be treated as if it were an Event of Default with the party failing to meet its MinDQ obligation as the Defaulting Party and for this termination option set forth in this provision Section 10.3.1, Early Termination Damages Shall Not Apply shall govern the termination of this Transaction Confirmation.

5. [Intentionally Omitted.]

6. **Economic Termination Option.** In the event that the RIN Premium Allocation during the Delivery Period is less than or equal to \$1.00/MMBtu (8.53 cents per RIN) for six (6) consecutive Months (an "Economic Event"), Seller or Buyer shall be entitled to terminate the Transaction Confirmation(s) affected by such Economic Event (the "Affected Transactions") with the party requesting the termination being the "Economic Terminating Party" and the other Party being the "Non-Economic Terminating Party". The Economic Terminating Party must give the Non-Economic Terminating Party at least twenty-five (25) Business Days' prior written notice of its intent to terminate the Affected Transaction(s). The notice provided by the Economic Terminating Party is referred to herein as an "Economic Event Notice to Terminate". During the twenty-five (25)-Business Day periods following the Economic Event Notice to Terminate, the parties shall attempt to resolve the material adverse economic impact on the Economic Terminating Party. If a mutual agreement is not reached within the referenced twenty-five (25)-Business Days-notice period, the Non-Economic Terminating Party shall by written notice to the Economic Terminating Party specify an Early Termination Date (which must be a Business Day and which date shall be no more than ten (10) Days after the date of such notice). Section 10.3.1 Early Termination Damages Do Not Apply shall govern the termination of this Transaction confirmation under this provision and soon as practicable after the Economic Terminating Party receives the written Notice of the Early Termination Date from the Non-Economic Terminating Party, the Non-Economic Terminating Party shall provide additional written Notice to the Economic Terminating Party of the whether an amount is due to or due from the Non-Economic Terminating Party based on amounts due or yet to be invoiced for Biogas deliveries already made and which shall be netted to a single amount due to either Seller or Buyer ("Economic Termination Wind-up Amount"). Such Notice shall include a written statement explaining in reasonable detail the calculation of the Economic Termination Wind-up Amount, provided that failure to give such Notice shall not give rise to any claim by the Economic Terminating Party against the Non-Economic Terminating Party. The Economic Termination Wind-up Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2 shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Economic Termination Wind-up Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7. [Intentionally Omitted.]

8. **Representations.** Each of the parties to this Transaction Confirmation represents and warrants that, as of the Effective Date, (i) it has full and complete authority to enter into and perform this Transaction Confirmation; (ii) the person who executes this Transaction Confirmation on its behalf has full and complete authority to do so and is empowered to bind it thereby; and (iii) it is not insolvent and has not sought protection from its creditors under the United States Bankruptcy Code, or under any similar laws.

9. [Intentionally Omitted.]

10. [Intentionally Omitted.]

11. **Process for Generation and Allocation of RINs**

- (a) Seller Responsibilities and EPA EMTS Account.
 - (i) Based on timely receipt of the report detailed in 11(b), Within five (5) working days of receipt of necessary monthly production and consumption volumes, Seller shall generate RINs in Sellers EMTS account for the Biogas delivered during the previous month which was consumed as Vehicle Fuel and transfer the same RINs to Buyer's account in EMTS. Seller will concurrently send Buyer a Product Transfer Document that meets the requirements of the 40 CFR 80.1453 to Seller.
- (b) Buyer Responsibilities.
 - (i) Within the final five (5) working days of the Month following the Month of Biogas deliveries (and more frequently if agreed to by the Parties), during the Delivery Period, Buyer shall analyze the Biogas quantity sold and delivered by Seller and purchased and received by Buyer under this Transaction Confirmation and sold to the Vehicle Fuel Producer cited herein which converted such Biogas to a Vehicle Fuel to determine how many RINs can be generated during the prior Month.
 - (ii) Based on the analysis in 11(a)(i), Buyer shall prepare a report, for submission to Seller and/or Seller's agent, detailing the following:
 - (A) Biogas sold and delivered by Seller and purchased and received by Buyer at the Delivery Points

- (B) Total Biogas sold under this Transaction Confirmation during the applicable Month that was subsequently sold by Buyer to Vehicle Fuel Producer cited in this Transaction Confirmation, converted by such Vehicle Fuel Producer to a Vehicle Fuel and distributed as a Vehicle Fuel.
- (C) Biogas that Seller has delivered to Buyer but has not yet been converted Vehicle Fuel (“Virtual Storage”)
- (D) RINs to be created from Biogas purchased by Buyer from Seller.

- (c) EPA EMTS Accounts: The EPA EMTS account number to which RINs allocated to the Buyer should be allocated and deposited is 6086.
- (d) Change in Regulations. In the event that the EPA amends its regulations for the creation of RINs as related to the purchase and sale of Biogas for the production of Vehicle Fuel, Buyer and Seller shall work together in good faith and attempt to amend this Transaction Confirmation accordingly.

12. Additional Event of Default. It shall be an additional Event of Default under Section 10.2 of the Base Contract if either party:

- (i) commits any fraudulent act; or
- (ii) makes any misrepresentation or material inaccuracy or misleading statement in any supporting documentation, including, without limitation, registrations or any attestation related to RIN or LCFS Credit generation based on Biogas purchased under this Transaction Confirmation.

13. Consultant Support Requirement. Buyer may terminate this Transaction Confirmation if Seller, not later than ninety (90) Days following the date of this Transaction Confirmation, does not execute a contract to work with Ecoengineers to provide all necessary information required for registration with the EPA under the RFS program with regard to RIN generation and allocation;

14. Seller's Conditions Precedent. This Transaction confirmation shall be subject to the following conditions precedent for the Seller. In the event that these conditions precedent are not met, Buyer may terminate this Transaction Confirmation.

- (a) Seller shall have the Gas meter from the tailgate of the Biogas Project into the ANR pipeline system commercially operable; and
- (b) Seller shall have provided written Notice to Buyer that its Biogas facility is commercially operable and will inject Biogas into the ANR pipeline on a certain date.

15. [Intentionally Omitted.]

16. Buyer Covenants. Buyer covenants to Seller as of the execution date of this Transaction Confirmation and on each Day during the Delivery Period that:

- (a) Buyer shall not have sold, traded, remarketed, given away, claimed, or otherwise sold separately the Environmental Attributes from the Seller's facility, except as expressly contemplated under this Transaction Confirmation;
- (b) Buyer shall have entered into Biogas Contracts with the Vehicle Fuel Producer(s) listed in the Performance Obligation of this Transaction Confirmation, and such Vehicle Fuel Producers meets the requirements for RIN generation under the RFS if supplied with Seller's Biogas;
- (c) the Biogas delivered to Buyer shall be used to produce Vehicle Fuel and for no other purpose in accordance with the requirements of the EPA Renewable Fuel Standard;
- (d) the Vehicle Fuel Producer set forth in the Performance Obligation of this Transaction Confirmation shall meet the eligibility standards for Registration under the EPA Renewable Fuel Standard.

17. Seller Covenants. Seller covenants to Buyer as of the execution date of the Transaction Confirmation and on each Day during the Delivery Period that:

- (a) the Biogas Supply Source shall comply with the eligibility standards for registration under the RFS.

- (b) Seller shall not sell, trade, remarket, give away, claim, or otherwise sell separately the Environmental Attributes associated with the EPA RFS program from Seller's Facility, except as expressly contemplated under this Transaction Confirmation. Seller specifically reserves the Environmental Attributes of the carbon dioxide and nitrogen from the tail gas, so long as such reservation does not interfere with project registration and RIN generation under the EPA RFS. For the avoidance of doubt, tail gas is not injected into the pipeline; Seller makes no claim of right to any Environmental Attribute associated with the Biogas at or after the Delivery Point. Any right Seller has to the Green Attributes of the tail gas shall be subservient to the obligations required for project registration and RIN generation under the EPA RFS.
- (c) the Biogas delivered to Buyer shall have been processed to meet Pipeline Quality specifications, injected into a commercial distribution system connected to the Delivery Points in accordance with the requirements of the EPA Renewable Fuel Standard.

18. **Hierarchy.** In the event of any inconsistency between the Base Contract including the Addendum and this Transaction Confirmation, this Transaction Confirmation shall govern.

Buyer: Blue Source, LLC By: <u>William J. O'Neil</u> Name: <u>William T. O'Neil</u> Title: <u>Vice President</u> Date: <u>3/5/</u> , 20 <u>19</u>	Seller: County of Dane By: _____ Name: _____ Title: _____ Date: _____, 20__
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(CME)

**Exhibit A
Biogas Supply Source(s)**

Biogas delivered to the Delivery Point(s) shall be sourced from the following Project(s).

Biogas Supply Source:	Location:	Production Capacity
Dane County RNG Facility, Madison, WI (Project Owner: County of Dane, Wisconsin)	7102 US Hwys 12&18 Madison, WI 53718	2,000 MMBtu/day

Alternative Biogas Supply Source:	Location:	Production Capacity:
None	n/a	n/a