

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Land & Water Resources	Contract/Addendum #: 13009																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 3/23/17 - 12/31/32																					
4. Amount of Contract or Addendum: \$1.00																					
5. Purpose: Lease the nutrient concentration system equipment at the GL Dairy Biogas digester to Springfield Clean Water, LLC																					
6. Vendor or Funding Source: Springfield Clean Water, LLC																					
7. MUNIS Vendor Code:																					
8. Bid/RFP Number: <i>N/A - Sole Source</i>																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A																					
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval: <i>[Signature]</i>																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
<i>[Signature]</i> Received	_____	3/7/17	_____	Springfield Clean Water, LLC
<i>[Signature]</i> Controller	_____	_____	3/7/17	Contact Person
<i>[Signature]</i> Corporation Counsel	_____	3/7/17	_____	Duane Toenges, President
<i>[Signature]</i> Risk Management	_____	3/8/17	3/8/17	Phone No.
<i>[Signature]</i> Purchasing	_____	3/7/17	3/7/17	(319) 558-6912
_____ County Executive	_____	_____	_____	E-mail Address
				duane.toenges@dynamicgrp.us

Footnotes:

- 1.
- 2.

Return to: Name/Title: Kevin Connors Phone: 608-224-3731 E-mail Address: connors.kevin@countyofdane.com	Dept.: Land & Water Resources Mail Address: 5210 Fen Oak Drive, #208 Madison, WI 53718
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: March 6, 2017

Signed: *Kevin Connor*

Telephone Number 608-224-3731

Print Name: Kevin Connor

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

13009

EQUIPMENT LEASE
BY AND BETWEEN
THE COUNTY OF DANE, WISCONSIN
AS LESSOR
AND
SPRINGFIELD CLEAN WATER, LLC
AS LESSEE

EQUIPMENT LEASE
SPRINGFIELD CLEAN WATER LLC
Nutrient Concentration System

This Equipment lease (the "**Equipment Lease**") is made and entered into by and between the County of Dane, Wisconsin, a Wisconsin quasi-municipal corporation (hereinafter, "**Lessor**") and Springfield Clean Water LLC, a limited liability company organized under the laws of the State of Wisconsin (hereinafter, "**Lessee**") and shall be effective as of the date it is fully executed by the authorized representatives of both parties (hereinafter, the "**Effective Date**"). Lessor and Lessee may be hereinafter referred to as "**Parties**" or individually as a "**Party**"

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Lease. Upon delivery of each item of Equipment described in Exhibit A attached hereto (the "**Equipment**" and a Commissioning Report prepared by an independent qualified professional engineer mutually certifying as to the following: (a) the System has been constructed substantially in accordance with the design drawings and specifications; (b) the System has been tested at varying operating ranges with applicable CIP procedures and is ready and capable of being used for its intended purpose; and (c) the rate of production of permeate flow reaches the capabilities as outlined in the piping and instrumentation drawings per as-built-drawings the Lessee shall lease and let and the Lessor shall hire to Lessee the Equipment for the rental and on and subject to the terms and conditions herein set forth.
2. Term. The term of this Equipment Lease shall commence on the date of the delivery to and acceptance by the Lessee of the last item of Equipment as provided for in Exhibit A hereof, and shall terminate fifteen (15) years after the last Equipment Delivery Date (herein, the "**Equipment Lease Term**"). This Equipment Lease may be extended up to three times for a period of five years for each extension, upon the written agreement of the Parties.
3. Rent. In consideration for the rights granted hereunder Lessee shall pay to Lessor annual rent of \$1.00, payable on the first business day of each year.
4. Use. Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all Federal, State, and local laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. Lessee also agrees that all Equipment be maintained in strict accordance with the current specifications and instructions provided by the manufacturer, and operated manually and properly solely for the processing the feed material in strict conformity with instructions and manuals provided. In case any of the Equipment is required to be altered, added, replaced or modified in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such alterations, additions, replacements or modifications at its

own expense and title thereto shall be immediately vested in the Lessor; *provided, however,* that Lessee may, in good faith and by appropriate legal proceedings, contest the validity or application of any such law, regulation, requirement or rule in any reasonable manner which does not in the reasonable opinion of the Lessor adversely affect the property rights, or interests of the Lessor in the Equipment or hereunder.

5. Reporting. Lessee shall submit to Lessor all WPDES permit reporting information Lessee submits to State of Wisconsin Department of Natural Resources and shall submit quarterly reports to the Lessor describing operating performance.

6. Operating Expenses. During the Equipment Lease Term, Lessee, at its own cost and expense, shall pay all operating expenses, including but not limited to utilities, personnel, insurance, equipment, consumables and permit fees.

7. Farm Participants. Lessee shall enter into agreements with the participating farms sufficient to operate the Project in compliance with this Lease, including obtaining processing fees associated with necessary operation of the Equipment.

8. Proprietary Information. Except as required by law, Lessee agrees not to disclose information to any third parties the Lessor has designated as proprietary. This information includes, but it is not limited to equipment configurations and settings, feed recipes and mixes, operational parameters and trade secrets. This nondisclosure shall not apply to information in the public domain, information independently known or developed by Lessee or from a third party who has a lawful right to disclose the information.

9. Repairs and Replacement. During the Equipment Lease Term, Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order. In the event that Equipment requires replacement, Lessee shall provide such replacement at its own cost in such manner as it reasonably deems prudent. The Lessor agrees to consent to any modifications that do not reduce the value or materially change the character of such item of Equipment. Any parts installed or replacements made by the Lessee upon any item of Equipment pursuant to Section 4 or pursuant to its obligation to maintain and keep the Equipment in good order, condition and repair under this Section 5 or which meet the other requirements of this Section 5 shall in each case be considered accessions to such item of Equipment and title thereto shall be immediately vested in the Lessor without cost or expense to the Lessor. Title to any readily removable additions or improvements to the Equipment shall remain with the Lessee. If the Lessee shall at its cost cause such readily removable additions or improvements to be made to any item of Equipment, the Lessee may, or at the request of the Lessor, the Lessee shall, prior to the return of such item of Equipment to the Lessor hereunder, remove the same at its own expense without causing material damage to such item of Equipment.

10. Loss and Damage. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease, which shall continue in full force and effect through the term of the Lease. In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option place the same in good repair, condition and working order or replace the same with like equipment in good repair, condition and working order.

11. Return of Equipment

(a) Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear and wear and tear resulting from the disassembly of the Equipment, if necessary, excepted, by delivering or causing the delivery of the Equipment to the Lessor at such reasonable place or places as Lessor may reasonably designate.

(b) Option to Purchase. Notwithstanding anything contained herein to the contrary, Lessee shall have the option to purchase the Equipment "as is, where is" from Lessor for the price of \$1.00 plus any amounts due and owing under this Equipment Lease that remain unpaid at that time, effective as of the expiration of this Equipment Lease (the "Termination Date"). In addition, Lessee may exercise this option at any time following the fifteen (15) year anniversary date following the Execution Date by giving written notice of exercise to Lessor. Upon receiving payment in full of the price therefore, Lessor shall duly execute and deliver to Lessee any and all documents reasonably necessary and proper to transfer ownership of the Equipment to Lessee, free and clear of any and all encumbrances, security interests and liens, effective as of the Termination Date or the exercise date, as applicable.

12. Insurance. During the Equipment Lease Term, Lessee shall procure and continuously maintain and pay for all risk insurance against loss and damage to the Equipment for not less than the full replacement value of the Equipment, naming Lessor as loss payee, and Commercial General Liability Insurance including coverage for bodily injury, death and property damage with a limit of liability of not less than \$1,000,000 each occurrence and in the annual aggregate. Insurance so provided shall be deemed primary. Lessee shall maintain said insurance with an insurer that is authorized to do business in the State of Wisconsin and has an A-AM Best rating or better. All insurance policies required hereunder shall name Lessor as an additional insured. Lessee shall annually during the term of this Lease furnish Lessor with certificates of insurance evidencing that the insurance required hereunder is in full force and effect. All insurance policies required under this Lease shall contain a provision that the insurer shall to Lessor written notice of cancellation or any material change in the coverage provided thereunder at least 10 days in advance of the effective date of the cancellation or change. If insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide

with the effective date of this agreement and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date.

13. Indemnification.

(a) Lessee Indemnity. Lessee shall indemnify, hold harmless and defend Lessor from and against all claims for losses, costs, attorney fees, expenses and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from the negligence or misconduct of Lessee, Lessee's employees, agents, contractors, suppliers, invitees, sublessees or guests and relating to the Equipment.

(i) Lessor Notice of Indemnity. Lessor shall provide Lessee notice of any such claims of liability for which Lessor may seek indemnification pursuant to this Section 9 with reasonable promptness and Lessee shall defend such claims by counsel of its own choosing at Lessee's expense. Lessor shall cooperate fully in all respects with Lessee in any such defense; including, without limitation by making available to Lessee all pertinent information under the control of Lessee. If Lessee elects to defend a claim, Lessor may, at its' expense, participate in such matter with counsel of Lessor's own choosing.

(ii) Lessor Indemnity. Lessee shall not be liable to Lessor or Lessor's successors, assigns, employees, agents, patrons or invitees, or any person whomsoever, for any injury or death of any person or damage to property caused by or arising as a result of the negligence of Lessor, its employees or agents, or of any other person entering upon the Leased Premises under express or implied invitation of Lessor.

14. Taxes, Liens. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by federal, state or local government or any agency, or department thereof as well as all other claims against, through or under the Lessee and its successors or assigns which, if unpaid, might constitute or become a lien or a charge upon any item of Equipment, and any liens or charges which may be levied against or imposed upon any item of Equipment as a result of the failure of the Lessee to perform or observe any of its covenants or agreements under this Lease and any other liens or charges which arise by virtue of claims against, through or under any other party other than the Lessor, associated in any way with or assessed upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name

of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge. The Lessee's obligations under this Section 10 shall survive the expiration or earlier termination of this Equipment Lease.

15. Default.

(a) Events of Default. Any of the following events shall constitute an Event of Default hereunder and if not timely cured after receipt of written notice from the non-defaulting Party, subject the defaulting party to penalties provided herein:

(i) Material violation of any provision of this Lease which is not cured within 30 days of receipt of written notice, including but not limited to nonpayment of operating expenses, failure to insure equipment and the provisions of Paragraph 4 requiring Lessee to operate the equipment in strict conformance with the specifications and instructions provided by the manufacturer.

(ii) Failure to pay when due any amount payable hereunder by either Party, and whereby such default continues for a period of thirty (30) business days after the non-defaulting Party has given written notice to the defaulting Party specifying such default and demanding the same to be remedied.

(iii) Commencement by or against the Lessee of any proceedings for any relief which includes, or might result in, any modification of the obligations of the Lessee hereunder, under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustments of the obligations of the Lessee hereunder), and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue).

(iv) Filing of a petition for reorganization under Chapter 11 of the Bankruptcy Reform Act of 1978, as now constituted or as hereafter amended, by or against the Lessee and, unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue).

(v) Failure to provide reports that are required under the Lease and such default continues for a period of thirty (30) business days after the non-

defaulting party has given written notice to the defaulting Party specifying such default and demanding the same to be remedied.

(vi) A material violation of the terms of State of Wisconsin Department of Natural Resources Permits, or any violation of Federal, State or local law.

(b) Remedies. Upon the occurrence of an Event of Default subject to the limitations set forth in Section 21, the Parties hereto have the following remedies:

(i) The non-defaulting Party shall have the right (but not the obligation) to take such reasonable action as is necessary to cure the default after receipt of written notice subject to all applicable cure periods.

(ii) The non-defaulting Party shall have the right to present a written claim for all damages suffered as a result of such Event of Default.

16. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease notwithstanding the delivery thereof to and possession and use thereof by Lessee.

17. DISCLAIMER OF WARRANTIES.

THE LESSOR LEASES THE EQUIPMENT, AS-IS, IN WHATEVER CONDITION IT MAY BE, WITHOUT ANY AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, BY THE LESSOR, THE LESSOR EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO (A) THE FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OF ANY ITEM OR ITEMS OF EQUIPMENT, (B) THE LESSOR'S TITLE THERETO, (C) THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT, OR (D) ANY OTHER MATTER WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE. Without waiving any right or claim which the Lessor may have against the Lessee as the original manufacturer of the Equipment, the Lessor hereby appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce, from time to time, in the name and for the account of the Lessor and the Lessee, as their interests may appear, but in all cases at the sole cost and expense of the Lessee, whatever claims and rights the Lessor may have as owner of the Equipment against all suppliers and subcontractors, if any, provided, however, that if at any time an Event of Default shall have occurred and be continuing, the Lessor may assert and enforce, at the Lessee's sole cost and expense, such claims and rights. The Lessor shall have no responsibility or liability to the Lessee or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any item of Equipment or by any inadequacy thereof or deficiency or defect therein or by any other circumstances in

connection therewith; (ii) the use, operation or performance of any item of Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any item of Equipment. The Lessee's tender to the Lessor of an item of Equipment for delivery shall be conclusive evidence solely as between the Lessee and the Lessor that such item of Equipment is in all the foregoing respects satisfactory to the Lessee, and the Lessee will not assert any claim of any nature whatsoever against the Lessor based on any of the foregoing matters.

18. Marking of Equipment; Additional Documents.

(a) Duty to Number and/or Mark Equipment. The Lessee shall cause each item of Equipment to be kept numbered and/or marked, plainly, distinctly, permanently and conspicuously in contrasting color on the Equipment in letters not less than one inch in height as follows:

“Leased from the County of Dane and Subject to a Security Interest recorded by the County of Dane”

Appropriate changes and/or additions thereto shall be made by Lessee as may be required by law to protect the title of the Lessor to such items of Equipment.

(b) Recordation of Security Interest. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

19. Assignment. Except as permitted or provided for herein, neither party shall assign this Equipment Lease or its interest in the Equipment without prior written consent of the other party hereto, provided that Lessee may assign its interest in this Equipment Lease to a subsidiary or affiliate or in connection with an asset or stock sale or merger, consolidation or transfer of assets.

20. Mutual Representations and Warranties. Each Party warrants and represents to the other that:

(a) Except as specifically set forth herein, the execution, delivery and performance of this Equipment Lease has been duly authorized by all necessary action on the part of such Party and this Equipment Lease constitutes the valid and legally binding obligation of such Party;

(b) Neither the execution nor delivery by each Party of this Equipment Lease, nor the performance thereof of their respective obligations hereunder conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to them, or conflicts with, violates or results in a breach of any term or condition of any order, judgment or decree or any agreement or instrument to

which either Party is a party or by which either Lessee or Lessor or any of their properties or assets are bound, or constitutes a default thereunder;

(c) No approval, authorization, order, consent, declaration, registration or filing with any federal, state or local governmental authority is required for the valid execution and delivery of this Equipment Lease, except such as have been disclosed and have been duly obtained or made; and

(d) Neither Party has any knowledge of any action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending against Lessee or Lessor, in which an unfavorable decision, ruling or finding would adversely affect the performance by either Party of its obligations hereunder, or that, in any way, would materially adversely affect the validity or enforceability of this Equipment Lease.

21. Entire Agreement. This instrument constitutes the entire agreement between the Parties, and shall not be amended, altered or changed except by a further writing signed by the Parties hereto. Each Party hereto expressly agrees and specifically acknowledges by its execution of this Equipment Lease that it has not relied on any verbal promise, representation or warranty made by the other Party, its employees or agents with respect to this Lease or any of the matters and rights addressed herein. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

22. Governing Law and Forum. This Lease shall be construed and enforced according to the laws of the State of Wisconsin and any disputes regarding this Equipment Lease shall be resolved in the Wisconsin Circuit Court for Dane County.

23. Notices. Notices hereunder shall be sufficient and effective as of the date of post mark if sent by regular mail, postage prepaid, addressed to:

LESSOR: County of Dane
Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr., Blvd.
Madison, WI 53703

LESSEE: Springfield Clean Water LLC
8711 Gentle Stone Court
Houston, Texas 77095
Attention: Duane Toenges

Or to such other addresses as the Parties may designate to each other in writing from time-to-time. Lessee shall provide Lessor with the name and address of Lessee's registered agent, and notify Lessor as to any change of said registered agent within 7 working days of such change.

24. Limitations on Damages. In no event whether as a result of tort (including negligence), strict liability or otherwise, shall either Party be liable to the other Party for direct, indirect, special, incidental, consequential or exemplary damages including (i) loss of profits, revenue, or opportunity, (ii) loss of use, (iii) cost of capital, (iv) cost of substitute equipment, facilities or services, (v) down time costs, or (vi) claims of customers of Lessee or Lessor for such damages.

25. Partial Invalidity. If any term, covenant, condition or provision of this Equipment Lease or the application thereof to any person or circumstance will, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to where it is held invalid or enforceable, will remain in effect and each term, covenant, condition and provision of this Equipment Lease will be valid and be enforced to the fullest extent permitted by law.

26. Interpretation. This Equipment Lease may be executed in several counterparts, each of which will be an original, but all of which will constitute one and the same instrument. Should any provisions of this Equipment Lease require judicial or other interpretation, it is agreed that the court or other body or agency interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agents prepared the same, it being understood and agreed that all Parties hereto, directly and/or through their agents, have participated in the preparation hereof.

27. Bind and Inure. This Equipment Lease will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

28. Further Assurances. If either Lessor or Lessee reasonably determines or is reasonably advised that further instruments or any other things are necessary or desirable to carry out the terms of this Equipment Lease, the other Party will execute and deliver all such instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease.

29. Waiver. Failure of any Party hereto to complain of any act or omission on the part of any defaulting Party, no matter how long the same may continue, will not be deemed to be a waiver by such Party of any of its rights hereunder. No waiver by any Party hereto at any time, express or implied, of any breach of any provision of this Equipment Lease will be deemed to be a waiver by such Party of any subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the Parties hereto have executed this Equipment Lease as of the day and year first written above.

SPRINGFIELD CLEAN WATER LLC



Duane Toenges
Chief Executive Officer

Date: June 7, 2016

DANE COUNTY

Joe Parisi
County Executive

Date: _____

Scott McDonell
County Clerk

Date: _____

EXHIBIT A

Equipment List

- NuWay 8000D Environmental Nutrient Management System (System) and all ancillary equipment connected to the System