

Dane County Contract Cover Sheet

Res 432

Revised 01/2023

Dept./Division	Land & Water Resources / Watersheds & Ecosystems		
Vendor Name	Demeter Ag-Grid LLC	MUNIS #	
Brief Contract Title/Description	New 15 year lease and renewable natural gas access agreement for the community manure digester in the Town of Springfield.		
Contract Term	15 years from signing		
Contract Amount	\$0		

Contract # Admin will assign	16324
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Kyle Minks	Name	Abu Akki
Phone #	608-669-1864	Phone #	484-885-6309
Email	Minks.Kyle@danecounty.gov	Email	abu.akki@aggridenergy.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input checked="" type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	432
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2026.05.11 14:40:32 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 5/11/26	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, May 13, 2026 2:25 PM
To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16324
Attachments: 16324.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/13/2026 2:41 PM	Approve: 5/13/2026 2:41 PM
	Patten, Peter		Approve: 5/13/2026 2:55 PM
	Gault, David	Read: 5/14/2026 1:27 PM	Approve: 5/14/2026 3:53 PM
	Cotillier, Joshua	Read: 5/14/2026 7:42 AM	Approve: 5/14/2026 7:50 AM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16324

Department: Land & Water Resources

Vendor: Demeter Ag-Grid LLC

Contract Description: 15 year lease & renewable natural gas access agreement for manure digester in Town of Springfield (Res 432)

Contract Term: 5/1/26 – 12/31/41

Contract Amount: \$0

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

2025 RES - 432

**AUTHORIZING RENEWABLE NATURAL GAS (RNG) ACCESS AGREEMENT AND
GROUND AND EQUIPMENT LEASE AGREEMENT TO DEMETER AG-GRID, LLC**

Dane County owns the land and some of the equipment at the anaerobic digester located in the Town of Vienna with a street address of 6307 Cuba Valley Road, Dane, WI 53529 (“Digester”). The purpose of County ownership is to impose phosphorus removal requirements on manure processed at the Digester in order to improve water quality in the Yahara Watershed. The Digester was established in 2010 and the project was structured to be a privately-run facility with public oversight established through a ground and equipment lease to the Digester owner-operator.

The current ground and equipment lease with BME Dane Holdings, LLC has expired. BME Dane Holdings, LLC is in the process of selling its owned assets at the Digester to Demeter Ag-Grid, LLC with a tentative closing date of June 30th, 2026.

The Department of Waste & Renewables also has a Renewable Natural Gas (RNG) Access Agreement with BME Dane Holdings, LLC. The Agreement allows for RNG produced at the Digester to be transported to the County’s interconnection station at the landfill for injection.

BME Dane Holdings, LLC and Demeter Ag-Grid, LLC have been working with both the Department of Waste & Renewables and the Department of Land & Water Resources on a new RNG Access Agreement and new Ground and Equipment Lease to ensure that any ownership changes are recognized and because the current agreements have expired.

NOW, THEREFORE, BE IT RESOLVED, that the Dane County Board of Supervisors authorizes the Dane County Executive and Dane County Clerk to execute, on behalf of Dane County, a Renewable Natural Gas Access Agreement and 15-year Ground and Equipment Lease with Demeter Ag-Grid, LLC and or BME Dane Holdings, LLC as appropriate.

**COMMITMENT TO ENTER INTO LEASE -
ANAEROBIC DIGESTER PROJECT**

This agreement is made and entered into by and between the County of Dane, Wisconsin, a Wisconsin quasi-municipal corporation and Demeter Ag-Grid Energy, LLC, (“Ag-Grid”) a limited liability company organized under the laws of the State of Wisconsin.

WITNESSETH:

WHEREAS, Dane County is the owner of land in the Town of Vienna, Dane County, Wisconsin, which is the site of a manure digester facility.

WHEREAS, that facility is currently operated by BME Dane Holdings, LLC (“BME Holdings”), subject to a ground lease, equipment lease and RNG access agreement between Dane County and BME Dane Holdings.

WHEREAS, Ag-Grid anticipates acquiring BME Dane Holdings and taking over the operations of the facility.

WHEREAS, it would be useful to Ag-Grid to enter into an agreement to ensure the existence of a ground lease once the acquisition of BME Dane Holdings has been completed.

NOW THEREFORE, in consideration of the above premises and covenants hereinafter expressed, the sufficiency of which is acknowledged by each Party, Lessor and Lessee agree as follows:

1. Commitment to enter into agreements.

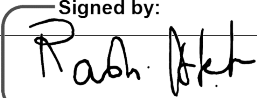
- (a) Dane County and Ag-Grid have executed concurrently with this Agreement a Ground and Equipment Lease, attached as Exhibit A, and RNG Access Agreement, attached as Exhibit B, BME Dane Holdings for purposes of County review and approval; provided, however, that the Ground and Equipment Lease and RNG Access Agreement shall not become effective or operative unless and until Ag-Grid provides written or electronic notice to Dane County that Ag-Grid has acquired the facility assets from BME Dane Holdings and taken over operations of the facility.
- (b) Ag-Grid will provide written or electronic notice of that acquisition to Dane County. Upon delivery of such notice, the Ground and Equipment Lease and RNG Access Agreement attached hereto as Exhibit A and Exhibit B shall become effective without any further action by either Party, unless otherwise expressly agreed in writing. Notice shall be delivered to:

Dane County Land & Water Resources Department
5201 Fen Oak Drive, Room 208
Madison, WI 53718

- (c) This agreement will be effective through September 30, 2026. If Ag-Grid does not acquire

BME Dane Holdings and deliver notice to Dane County by September 30, 2026 this Agreement, the Ground and Equipment Lease attached as Exhibit A, and the RNG Access Agreement attached as Exhibit B shall automatically terminate, shall be of no further force or effect, and the Ground and Equipment Lease and RNG Access Agreement shall be deemed never to have become effective or operative.

DEMETER AG-GRID LLC

Signed by:

X 56ADC3FB54A74FE...

DANE COUNTY

X

Melissa Agard
County Executive

X

Scott McDonell
County Clerk

Exhibit A

GROUND AND EQUIPMENT LEASE

BY AND BETWEEN

THE COUNTY OF DANE, WISCONSIN

AS LESSOR

AND

DEMETER AG-GRID LLC

AS LESSEE

**GROUND AND EQUIPMENT LEASE
ANAEROBIC DIGESTER PROJECT**

This lease (the "**Lease**") is made and entered into by and between the County of Dane, Wisconsin, a Wisconsin quasi-municipal corporation (hereinafter, "**Lessor**") and Demeter Ag-Grid LLC, a limited liability company organized under the laws of the State of Wisconsin (hereinafter, "**Lessee**") Lessor and Lessee may be hereinafter referred to as "**Parties**" or individually as a "**Party**"

WITNESSETH:

WHEREAS, Lessor is the owner of land in the Town of Vienna, Dane County, Wisconsin, which is legally described in Exhibit A, attached hereto (the "Land"); and

WHEREAS, said Land is appropriate for the construction and operation of an anaerobic digester; and

WHEREAS, Lessor is the owner of the Land, and the existing equipment described in Exhibit A, and the existing infrastructure identified in Exhibit A, and desires to lease such Land, equipment, and infrastructure to Lessee; and

WHEREAS, Lessee agrees to digest manure and substrates and remove total phosphorus from all digested materials received at the facility per the requirements set forth within the ("Phosphorus Management Plan") in Exhibit B.

WHEREAS, Lessor deems it advantageous to itself and in the interest of the reduction of phosphorus in the Yahara River Watershed to lease the Land and equipment to Lessee and to grant certain additional rights to Lessee upon terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the above premises and covenants hereinafter expressed, the sufficiency of which is acknowledged by each Party, Lessor and Lessee agree as follows:

1. Leased Premises and Equipment.

- (a) Lessor hereby demises and leases to Lessee and Lessee takes from Lessor for its exclusive use certain premises consisting of a parcel of land in the Town of Vienna, in the County of Dane, State of Wisconsin as shown and described on Exhibit A, attached hereto and made a part hereof (the "**Land**"), together with the existing buildings and other existing improvements located thereon and identified in Exhibit A and all other rights, privileges, easements and appearances belonging or in any way pertaining to the Land (all of the foregoing hereinafter collectively referred to as the "**Leased Premises**").
- (b) Lessor shall lease each item of equipment and infrastructure (the "Equipment") described in Exhibit A attached hereto to the Lessee subject to the terms and conditions herein set forth. For the avoidance of doubt, "Equipment" means only those items listed in Exhibit A as of the Effective Date, and excludes any additions, upgrades, replacements, or improvements installed by Lessee after the Effective Date unless otherwise expressly agreed by the parties in writing.

2. Lease Term. This Lease shall commence upon the Effective Date and continue for a period of fifteen (15) years, unless sooner terminated pursuant to the provisions of this Lease (the "**Lease**

Term"). At the end of the Lease Term, Lessee shall have the option to extend this Lease for one separate additional fifteen (15) year period upon the same terms and conditions. Lessee shall provide written notice at least ninety (90) days prior to the end of the Lease Term of its desire to extend the Lease Term. "**Effective Date**" shall mean the date Lessee has closed the acquisition of the assets of BME Holdings, LLC used to operate anaerobic digester facility at the Leased Premises and taken possession of the Leased Premised.

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 during the Lease Term.

4. Right to Construct Improvements. During the Lease Term, Lessee shall have the right to construct and operate up to four (4) anaerobic digesters and improvements reasonably associated therewith on the Leased Premises; including, without limitation, feedstock or digestate processing, feedstock or digestate treatment, gas processing, treatment, compression, upgrading, storage, delivery, or energy generation equipment associated with the anaerobic digester facility. Lessee shall also have the right to operate, maintain, repair and store, all materials, tools, consumables, equipment or other items reasonably associated with the procurement, construction, maintenance and operation of an anaerobic digester, including, without limitation, feedstock for the continuous operation of the anaerobic digesters and reciprocating engines for the combustion of any gases produced by the anaerobic digesters and all works reasonably associated therewith including, but not limited to those improvements listed on Exhibit A. Lessee shall also have the right to maintain operation offices and public exhibitions related to the construction, operation and maintenance of the aforesaid anaerobic digester. The foregoing improvements, together with any tenant-financed improvements, additions, replacements, upgrades, equipment and other facility modifications made, built, installed or acquired by or on behalf of Lessee during the Lease Term, shall be collectively referred to herein as "Lessee's Improvements", and, except to the extent separately sold or conveyed to Lessor in writing, shall remain the property of Lessee and shall not become part of the Leased Premises or Equipment merely by reason of installation on the Land. For the avoidance of doubt, Lessor has no obligation whatsoever to improve or alter the Land."

5. Conditions. The obligation of the Lessee to proceed with the operation of the Lessee's Improvements is subject to and expressly conditioned upon satisfaction or unqualified waiver of the following conditions:

(a) Lessee shall have received, or shall have reasonable assurance of receiving prior to commencement of construction, all necessary permits from any governmental authority required to be obtained for the design, procurement, construction or operation of the Lessee's Improvements and the quiet enjoyment thereof during the Lease Term; and

(b) Each Party shall notify the other Party in writing within five (5) business days of becoming aware of the satisfaction of any of these conditions. The Parties acknowledge that these conditions are for the sole benefit of Lessee and may only be waived by Lessee. Lessee may waive all the conditions or any combination of them in its absolute discretion. Any waiver must be by notice in writing; and

(c) Nothing set forth in this Section 5 shall in any way relieve Lessee of its obligations to comply with all applicable laws as set forth in Section 22.

6. No Unauthorized Use. The Leased Premises are not to be used in any manner other than authorized herein without the written consent of the Lessor.

7. Use.

(a) Lessee's use of the Equipment shall conform with industry standards of use, and Lessee 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. 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; provided, however, that title to any such alterations, additions, replacements or modifications shall remain with Lessee unless and until separately sold or conveyed to Lessor in writing, and title to the original Equipment identified in Exhibit A, together with any such alterations, additions, replacements or modifications paid for Lessor or funded through country grants, shall remain vested in Lessor. 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. The Equipment shall be used solely in connection with the construction and operation of an anaerobic digester at the location set forth in Exhibit A

(b) Lessee shall not remove any of the Equipment from the location set forth in Exhibit A except as necessary to (i) affect the repairs, improvements and replacements required by Section 8, (ii) as required by applicable law or regulation, or (iii) with prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. Repairs, Improvements and Replacement. During the term of the Lease, 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 or Lessee makes any improvements to the Equipment, Lessee shall provide such replacement or make such improvements at its own cost in such manner as it reasonably deems prudent. The Lessor hereby consents to any such modifications, replacement or improvements. Notwithstanding anything to the contrary in this Lease, title to the Equipment and existing improvements identified in Exhibit A shall remain vested in Lessor, but title to any parts installed, replacements made, and any improvements, additions, upgrades, substitutions, augmentations, modifications or other items made, built, installed or acquired by Lessee upon or for use with any item of Equipment at Lessee's cost (collectively, the "Lessee Additions") shall remain with Lessee unless and until separately sold or conveyed to Lessor in writing. If the Lessee shall at its cost cause Lessee Additions 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, reasonable wear and tear excepted.

9. Loss and Damage. Lessee shall provide Lessor with prompt written notice (within five (5) business days) of any loss or damage to the Equipment. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever during Lessee's possession and use of the Equipment, except for (i) ordinary wear and tear,, (ii) loss or

damage caused by Lessor's gross negligence or willful misconduct, (iii) loss or damage caused by defects in the Equipment existing at the time of delivery to Lessee, and (iv) loss or damage occurring during periods when the Equipment is in Lessor's possession or control. No loss or damage to the Equipment or any part thereof (except for total loss or destruction of the Equipment through no fault of Lessee) shall impair any obligation of Lessee under this Lease, which shall continue in full force and effect through the Lease Term. In the event of loss or damage to the Equipment for which Lessee is responsible under this paragraph, except for ordinary wear and tear, Lessee shall, at Lessor's option exercised within thirty (30) days of receiving notice of such loss or damage, either (i) place the same in good repair, condition and working order, or (ii) replace the same with like equipment in good repair, condition and working order. If the cost to repair or replace exceeds the fair market value of the Equipment, Lessee may elect to pay Lessor the fair market value of the Equipment in lieu of repair or replacement, which payment shall satisfy Lessee's obligations hereunder. Any repaired or replacement equipment shall become subject to this Lease on the same terms and conditions.

10. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment identified in Exhibit A to Lessor in good repair, condition and working order, ordinary wear and tear excepted. Any Lessee Additions and other Lessee's Improvements may be removed by Lessee prior to or upon such expiration or earlier termination, and any Lessee Additions or other Lessee's Improvements not removed shall remain the property of Lessee unless and until separately sold or conveyed to Lessor in writing.

11. Quiet Enjoyment. Lessor represents and warrants that it is the owner in fee simple of the Land, and that it alone will have full right to lease the Leased Premises for the Lease Term set out herein. Lessor further represents and warrants that on payment of the rent and performance of the covenants and agreements herein, Lessee shall peaceably have and enjoy the Leased Premises and the rights granted herein for the Lease Term without any hindrance, molestation or ejection by Lessor, its successors or assigns, or those claiming by, through, or under them or anyone claiming wider paramount title to Lessor.

12. Access to Premises. Subject to applicable laws and Lessee's normal security policies, Lessor shall have the right to enter upon the Leased Premises during normal business hours upon at least forty-eight (48) hours' prior written notice (or, in the case of an emergency that poses an immediate threat to health, safety, or property, at any time and with or without notice) for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease, provided that such inspection shall not unreasonably interfere with Lessee's business operations. Lessee reserves the right to require that Lessor be accompanied by a representative of Lessee while on the Leased Premises at all times, including in the case of an emergency. Lessor shall be responsible for the acts and omissions of its representatives, contractors, and agents while on the Leased Premises, and shall indemnify and hold harmless Lessee from any claims, damages, or losses arising from such access, except to the extent caused by Lessee's negligence or willful misconduct.

13. Conditions of Premises. Lessee accepts the Leased Premises in its condition on the Effective Date of this Lease. Lessor makes no representations or warranties concerning the Leased Premises or any matters with respect thereto, except as expressly stated herein. Lessor is not aware of any current environmental contamination or hazardous materials on Leased Premises.

14. Maintenance. Lessee shall at its sole cost and expense keep the Leased Premises and the Lessee's Improvements thereon in clean and orderly condition and good repair in accordance with the requirements of all laws, ordinances, codes, orders, rules and regulations of all governmental authorities having jurisdiction over the Leased Premises. Should Lessee fail or neglect to keep the Leased Premises in clean and orderly condition and good repair as reasonably required to preserve and protect the general appearance and value of the Leased Premises, Lessor may enter the Leased Premises and reasonably remedy such failure or neglect provided Lessor has given Lessee not less than thirty (30) prior written notice of such failure or neglect, specifying in reasonable detail such items of failure or neglect. Lessee agrees to defend, indemnify and hold Lessor, its successors, assigns, agents, employees and attorneys harmless from and against any and all cost, liability, expense, damage or injury resulting from or arising in connection with the operation, repair and maintenance of the Lessee's Improvements during the Lease Term to the extent caused by Lessee's negligence, willful misconduct, or breach of this Lease, or with Lessor's remedying of a failure or neglect on the part of Lessee to keep the Leased Premises in clean and orderly condition and good repair as hereinabove provided for; provided, however, that Lessee shall have no obligation to indemnify Lessor for any claims, costs, liabilities, expenses, damages or injuries to the extent caused by Lessor's negligence, willful misconduct, or breach of this Lease, or arising from conditions existing prior to the Effective Date of this Lease or caused by Lessor's acts or omissions.

15. Additions and Alterations. Lessee shall have the right during the Lease Term of this Lease to make alterations, attach fixtures, install equipment and erect additions to the Lessee's Improvements; and any such alterations, fixtures, equipment and additions installed or constructed by or on behalf of Lessee shall constitute Lessee's Improvements and, to the extent applicable to the Equipment, Lessee Additions, in each case subject to Section 4 and Section 8; provided that:

- (a) an Event of Default shall not then exist;
- (b) all such alterations shall be pursued promptly to completion and shall be done in a good and workmanlike manner; and
- (c) shall be undertaken in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governments, departments, commissions, board and officers.
- (d) Lessee shall retain title to any additions, improvements or equipment including without limitation, the biogas upgrade equipment installed upon the Land, subject to the rights of Lessor to purchase certain equipment relating to the Digester Operations pursuant to Section 30(c) of the Lease following the occurrence of an Event of Default pursuant to Section 29 of the Lease. For the avoidance of doubt, no such additions, improvements or equipment financed by Lessee shall become the property of Lessor solely by virtue of being affixed to or installed upon the Land or the Equipment.

16. Utilities. Lessee shall pay for all utility services supplied to the Leased Premises.

17. Nondiscrimination. Lessee, for itself, its personal representatives, successors and permitted assigns, does hereby covenant and agree that

(a) no person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the National Guard, state defense force or any other reserve component of the Armed Forces of the United States shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or any improvement thereon;

(b) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person shall be subjected to discrimination on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the National Guard, state defense force or any other reserve component of the Armed Forces of the United States, provided that Lessee shall only be responsible for compliance with this provision to the extent it directly controls the hiring, contracting, or employment practices of such construction or service providers; and

(c) Lessee shall use commercially reasonable efforts to provide access to the Leased Premises, and any activity conducted thereon, for the physically disabled as required by all applicable federal, state and local laws and regulations, to the extent such compliance is physically and economically feasible given the nature of Lessee's operations and the physical characteristics of the Leased Premises. Lessee shall not be required to make structural modifications to the Leased Premises that would materially interfere with or compromise the safety, security, or operational requirements of its facilities.

18. Indemnification.

(a) Lessee Indemnity. Lessee is and shall be deemed to be an independent contractor and operator exclusively responsible for its own acts or omissions. Lessee shall indemnify, hold harmless and defend Lessor from and against all claims, losses, causes of action, costs, reasonable attorney fees, expenses and damages (the "**Claims**") arising out of, resulting from or relating to

(i) the gross negligence or willful misconduct of Lessee, Lessee's employees, agents, contractors, suppliers, invitees, sublessees or guests (excluding representatives of Lessor entering into the Leased Premises pursuant to Section 9 hereof); or

(ii) Lessee's material breach of the terms of this Lease; provided, however, that Lessee shall not be required to indemnify or hold harmless Lessor to the extent Lessor's negligence or willful acts or omissions caused or contributed to the Claims.

(b) Lessor Notice of Indemnity. Lessor shall provide Lessee notice of any Claims for which Lessor may seek indemnification pursuant to this Section 18 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 Lessor. If Lessee elects to defend a claim, Lessor may, at its expense, participate in such matter with counsel of Lessor's own choosing. Lessee shall have sole authority to settle any Claim, provided that any settlement that

imposes any obligation, restriction, or liability on Lessor shall require Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

(c) 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. Lessor agrees to indemnify, defend and hold Lessee and Lessee's officers, directors, managers, successors, assigns, agents, employees and representatives harmless from and against all Claims arising out of, resulting from or relating to

(i) the gross negligence or willful misconduct of Lessor, Lessor's employees, agents, contractors, suppliers, invitees, sublessees or guests, or

(ii) Lessor's breach of the terms of this Lease; provided, however, that Lessor shall not be required to indemnify or hold harmless Lessee to the extent Lessee's negligence or willful acts or omissions contributed to the Claims.

(d) Lessee Notice of Indemnity. Lessee shall provide Lessor notice of any Claims for which Lessee may seek indemnification pursuant to this Section 18 with reasonable promptness and Lessor shall defend such claims by counsel of its own choosing, at Lessor's expense. Lessee shall cooperate fully in all respects with Lessor in any such defense, including, without limitation, by making available to Lessor all pertinent information under the control of Lessee. If Lessor elects to defend a claim, Lessee may, at Lessee's expense, participate in such matter with counsel of Lessee's own choosing. Lessor shall not settle any Claim without Lessee's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

19. Insurance Requirements. During the Lease Term Lessee shall procure and continuously maintain and pay for all risk insurance against loss or damage to the Equipment in an amount reasonably sufficient to cover the replacement value of such 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. The insurance requirements set forth in this Lease shall be contained in any sublease as applicable to the sublessee and shall be enforced by Lessee during the term of this Lease. All insurance policies required hereunder shall name Lessor as an additional insured. During the Lease Term, Lessee shall annually 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 send to Lessor written notice of cancellation or any material change in the coverage provided thereunder at least ten (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 Lease and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date.

20. Taxes, Fees, Permits and Licenses.

(a) Real Property Taxes and Assessments. Lessee shall pay, within thirty (30) days after written demand from Lessor, any real estate taxes, assessments (both general and special) and other governmental impositions of similar character which are levied against the Leased Premises; provided that Lessee shall have no obligation to pay any of such taxes, assessments and impositions more than ten (10) days prior to the date the same are due to the taxing authority. Lessee's obligations under this Section 20 shall extend only to taxes, assessments and impositions which are properly allocable to the Lease Term.

(b) Contest. Lessee may, if it shall so desire, contest the validity or amount of any real property tax or assessment against the Leased Premises, in which event Lessee may defer the payment thereof during the pendency of such contest if applicable law so permits. Lessor will, at the request of Lessee, reasonably cooperate with Lessee in contesting any such taxes or assessments; provided, however, there shall be no expense to Lessor in such cooperation. In the event Lessor is required by law to join in any action or proceeding taken by Lessee to contest any such taxes or assessments, Lessee shall indemnify, defend and hold Lessor and Lessor's successors, assigns, agents, employees and representatives harmless from any and all costs, fees (including, but not limited to reasonable attorneys' fees), expenses, claims, judgments, orders, liabilities, losses or damage arising out of such action or proceeding.

(c) Fees, Permits and Licenses. Lessee agrees to pay as they become due any and all other taxes, fees, assessments or charges of any type, levied by an entity with authority to do so, against the Leased Premises or against or based upon any improvements, activity or property of any kind thereon.

21. Liens. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense (with prior written notice and reasonable opportunity for Lessee to cure), shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes (excluding property taxes on the Equipment to the extent such taxes are assessed based on Lessor's ownership interest), 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 (to the extent such penalties or interest result from Lessee's failure to timely pay), 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 Lease.

22. Compliance with Laws. Lessee shall comply with all laws, regulations, ordinances, codes, orders, rules, regulations or requirements of all state, federal, municipal and other governmental authorities having jurisdiction over the Leased Premises, whether existing on the Effective Date or later adopted. Lessee shall give prompt notice to Lessor of any notice it receives of the violation of any law, regulation, order or requirement of any public authority with respect to the Leased Premises or the exercise of rights granted herein. Within five (5) days of Lessee submitting a document or report requiring any such permit, a copy of said document or report shall be submitted to Lessor. The material failure to comply with the terms of any such permit, which failure is not cured within thirty (30) days after written notice from Lessor (or such longer period as may be reasonably necessary if the cure cannot reasonably be completed within thirty (30) days and Lessee is diligently pursuing such cure), may, at Lessor's option and upon written notice to Lessee, be deemed an Event of Default.

23. Land Use Matters. Lessor and Lessee acknowledge that Lessee may construct upon the Land up to four (4) anaerobic digesters and improvements reasonably associated, feedstock or digestate processing, feedstock or digestate treatment, gas processing, treatment, compression, upgrading, storage, delivery, or energy generation equipment, together with such other improvements and facilities as are permitted under this Lease. Lessor agrees to execute or join with Lessee as reasonably necessary in the execution of any reciprocal easement agreements or lot tie agreements and in applications to obtain such subdivisions, parcel maps, use permits or use or zoning changes or variances as may be reasonably necessary for Lessee's development and use of the Leased Premises, all at Lessee's expense and without cost or expense to Lessor. Subject to the conditions set forth in the preceding sentence, Lessor shall reasonably cooperate with Lessee's efforts to obtain entitlements for the construction, operation and maintenance of Lessee's Improvements, provided that such cooperation is without additional cost or expense to Lessor.

24. Encumbrances. Lessor represents and warrants that it has neither granted nor created and covenants that it will not grant, create or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Leased Premises. If Lessor's interest in the Land or in this Lease is sold or conveyed upon the exercise of any remedy provided for in any mortgage loan or otherwise by operation of law, this Lease will continue in full force and effect, and Lessee will attorney to and recognize the new owner as Lessee's Lessor under this Lease, provided that such new owner agrees in writing to be bound by all terms and conditions of this Lease and assumes all of Lessor's obligations hereunder. Lessee will confirm such attornment in writing within ten (10) days after Lessee's receipt of a written request for attornment.

25. Condemnation. If all of the Leased Premises (or if less than all, but the remaining portion will not permit Lessee to operate its business on the Leased Premises), shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation or in lieu thereof (hereinafter, a "**Condemnation**"), then the Lease Term shall cease and Lease Terminate as of the date of title vesting in such proceeding (or sale) and all rent shall be paid up to that date. In the event of any Condemnation, taking or sale as aforesaid, whether whole or partial, Lessor shall be entitled to the entire award for the Land and the existing improvements and Equipment identified in Exhibit A; provided, however, that notwithstanding the foregoing, Lessee shall be entitled to the entire award attributable to Lessee's Improvements, Lessee Additions, Lessee-owned equipment, fixtures and other personal property, and, in the event that the County of Dane invokes the right of condemnation or eminent domain which results in the condemnation, taking or sale of the Land, Lessee shall also

be entitled to the entire award for the Land and the Lessee's Improvements to the extent provided in this Section 25. Nothing contained in this Section 25 shall be deemed to prevent Lessee from seeking a separate award from the taking authority for the taking of Lessee's personal property and fixtures or for relocation and business interruption expenses incurred by Lessee as a result of the taking.

26. Leasehold Mortgage. Lessee has the right, without the consent of Lessor, to encumber, mortgage, pledge, and assign its interest in this Lease (along with any consolidation, modification or extension of the foregoing, a "**Leasehold Mortgage**") to one or more persons or entities or the agent acting for the benefit of such entities (each, a "**Lender**" or a "**Leasehold Mortgagee**") to secure any extensions of credit to the Lessee or for a financing. Lessor's consent will not be required for an assignment of this Lease to a Leasehold Mortgagee in lieu of foreclosure of a Leasehold Mortgage or to any purchaser upon a foreclosure of a Leasehold Mortgage or to any assignee of a Leasehold Mortgagee who has succeeded to the estate of Lessee in the Leased Premises. Lessor's fee interest in and to the Land will not be encumbered by any such encumbrance, pledge, or assignment.

27. Assignment. Except as permitted or provided for herein, Lessee shall not assign this Lease or its interest in the Equipment without prior written consent of Lessor.

28. Estoppel and Consent Agreement. Upon the request of Lessee, Lessor agrees to execute and deliver an Acknowledgment and Consent Agreement to each Leasehold Mortgagee, substantially in a form acceptable to each Leasehold Mortgagee. If Lessee will mortgage its interest in this Lease as provided in this Section 28, then so long as any such Leasehold Mortgage remains unsatisfied of record, the following provisions will apply:

(a) The making of an assignment pursuant to this Section 28 hereof will not be deemed to constitute an assignment or transfer of this Lease, nor will any lender be deemed to be an assignee or transferee of this Lease so as to require such lender to assume the future performance of any of the terms or conditions on the part of the Lessee to be performed hereunder; but the purchaser at any sale of this Lease in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, will be deemed to be an assignee or transferee within the meaning of this subsection and will be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Lessee to be performed hereunder from and after the date of such purchase and assignment.

(b) If, in connection with a financing after the execution and delivery of this Lease, Lessee seeks to mortgage the leasehold estate created by this Lease, the Parties agree to work together to achieve any changes required by potential lenders so long as such changes do not materially affect the intent and operational provisions of this Lease. In any case, this Lease will remain in effect in accordance with its terms unless and until amended in accordance with its terms. All reasonable expenses (including attorneys' fees) incurred by Lessor in connection any such amendments will be paid by Lessee.

(c) No cancellation, surrender, acceptance of surrender or modification of this Lease will be binding upon any Leasehold Mortgagee or affect the lien of any Leasehold Mortgage if done without the prior written consent of such Leasehold Mortgagee, which, in the case of a proposed modification, will not be unreasonably withheld, delayed or conditioned.

29. 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 Lease has been duly authorized by all necessary action on the part of such Party and this Lease constitutes the valid and legally binding obligation of such Party;
- (b) Neither the execution nor delivery by each Party of this 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 Lease, except such as have been disclosed and have been duly obtained or made;
- (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 Lease; and
- (e) No broker negotiated this Lease or was involved in any respect in the implementation thereof and there is no broker or any other person entitled to any commission in connection therewith.

30. 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, EXCEPT FOR ANY WARRANTIES ON EQUIPMENT PROVIDED BY THE MANUFACTURER OF SUCH EQUIPMENT, 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, OR (B) THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT. 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:

- (a) 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, except to the extent caused by Lessor's gross negligence or willful misconduct;
- (b) the use, operation or performance of any item of Equipment or any risks relating thereto, except to the extent caused by Lessor's gross negligence or willful misconduct;
- (c) any interruption of service, loss of business or anticipated profits or consequential damages;
or
- (d) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any item of Equipment, except to the extent caused by Lessor's gross negligence or willful misconduct. The Lessee's acceptance of delivery of an item of Equipment shall constitute acknowledgment that such item of Equipment appeared to be in satisfactory condition upon delivery, subject to Lessee's right to assert claims for latent defects discovered within a reasonable time after delivery or claims arising from Lessor's gross negligence or willful misconduct.

31. Event of Default. Any of the following will constitute an "**Event of Default**" hereunder:

- (a) The failure to pay when due any amount payable hereunder by either Party, and such default continues for a period of ten (10) business days after payee Party has given notice to payor Party specifying such default;
- (b) Upon written notice if the other Party has been dissolved, has become insolvent, or proceedings under bankruptcy have been commenced against the other Party and not dismissed within sixty (60) days;
- (c) If the Leased Premises is not used for the operation of an anaerobic digester that includes equipment to separate and dry the digester solids for, among other things, the purpose of phosphorus reduction in accordance with permits issued by the Wisconsin Department of Natural Resources, and such non-use continues for a period of sixty (60) days after Lessor has given written notice to Lessee specifying such default;
- (d) There is filed a lien against the Leased Premises or any improvements thereon because of any act or omission of Lessee or other user of the Leased Premises and such lien is not removed or bonded within forty-five (45) days;
- (e) Lessee voluntarily abandons the Leased Premises for a period greater than ninety (90) consecutive days without prior written notice to Lessor and without maintaining the Equipment and Leased Premises in accordance with this Lease;
- (f) There becomes effective an assignment or other transfer of ownership interest in this Lease or any portion thereof, by operation of law, order of court or otherwise, except as expressly permitted under this Lease;

(g) Failure to meet the 40% phosphorus removal requirements or reporting requirements set forth in Exhibit B.

(h) Either Party hereto breaches or fails to observe or perform, any of its material duties, obligations, covenants, or conditions under this Lease, which default has an adverse effect on the other Party, and such default continues for a period of thirty (30) days after the non-defaulting Party has given notice to the defaulting Party specifying such default; provided, however, if such default cannot, after reasonable effort, be cured within such thirty (30) day period, then the defaulting Party will not be deemed to be in default so long as the defaulting Party has commenced such reasonable effort to cure such default within said thirty (30) day period and continues, with due diligence, to prosecute said cure to completion within a sixty (60) day period after the expiration of the initial thirty (30) day cure period.

(i) Lessee ceases the Digester Operations for in excess of ninety (90) consecutive days, except that Lessee shall not be deemed in default for cessation of operations due to causes beyond its reasonable control, including acts of God, war, natural disaster, equipment failure requiring repair or replacement, permit delays, or other force majeure events, provided that Lessee provides written notice to Lessor and uses commercially reasonable efforts to resume operations.

(j) The Lessee shall make or permit any assignment or transfer of this Lease, or of possession of the Equipment, or any portion thereof not permitted by this Lease, and the Lessee shall, in the case of any such assignment or transfer of possession of the Equipment made without its knowledge or consent, fail to secure a reassignment or retransfer of the Equipment within thirty (30) days after receipt of written notice from the Lessor so demanding;

(k) Default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein, and such default shall continue for thirty (30) days after written notice from the Lessor to the Lessee, specifying the default and demanding the same to be remedied;

(l) Any proceedings shall be commenced by or against the Lessee 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);

(m) A petition for reorganization under Chapter 11 of the Bankruptcy Reform Act of 1978, as now constituted or as hereafter amended, shall be filed 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).

32. Remedies. Upon the occurrence of an Event of Default, the Parties hereto has the following remedies:

a. The non-defaulting Party shall have the right (but not the obligation) to take such reasonable action as is necessary to cure the default, provided that the non-defaulting Party provides prior written notice to the defaulting Party (except in emergencies requiring immediate action). All

reasonable costs and expenses incurred by the non-defaulting Party shall be for the account of the defaulting Party and shall be paid by the defaulting Party within thirty (30) days after receipt of a reasonably detailed statement itemizing the costs and expenses incurred, together with supporting documentation.

b. The non-defaulting Party shall have the right to all damages suffered as a result of such Event of Default, in addition to the right to seek specific performance, the right to seek injunctive relief, the right of termination and the right to such other remedies as may be available at law or in equity.

c. In the event of default by Lessee that results in the termination of the Lease, Lessor shall have the option to purchase all equipment owned by Lessee that is located on the Leased Premises and which is an integral element of the anaerobic digester facility (the "Lessee Equipment"), excluding any equipment subject to third-party financing or security interests that cannot be released. In the absence of mutual agreement for the purchase of the Lessee Equipment, Lessor shall, in its notice of lease termination, notify Lessee of Lessor's exercise of this option and shall identify in said notice to Lessee an appraiser which Lessor proposes be used to value the Lessee Equipment. If Lessee does not accept Lessor's designated appraiser, Lessee shall, within ten (10) days of receipt of Lessor's notice, identify to Lessor an appraiser which Lessee proposes be used to value the Lessee Equipment. If Lessor does not accept Lessee's designated appraiser within ten (10) days of Lessee's designation, then the two designated appraisers shall be retained to mutually identify a third appraiser that will then be retained to prepare a written appraisal of the Lessee Equipment. Lessor shall purchase the Lessee Equipment by payment, in cash, of the value set by the appraiser, said closing to occur not later than sixty (60) days following delivery of the appraisal to Lessor and Lessee. Lessee shall thereupon convey the Lessee Equipment to Lessor by Bill of Sale, free and clear of all liens and encumbrances, in "as is - where is" condition without warranty as to condition or fitness for purpose. Upon Lessor's exercise of this option, the Lessee Equipment shall remain on the Leased Premises without obligation or liability to Lessee and all rights, obligations and liabilities incident to or arising from ownership of the Lessee Equipment, including the risk of loss and the duty to insure, shall immediately pass to Lessor. The parties shall share equally in the expense of obtaining the appraisal of the Lessee Equipment's value, including the cost, if any, of the first two designated appraisers selecting the third and final appraiser.

d. No acceptance by Lessor of rents, fees, charges or other payments or waiver by Lessor of any default on the part of Lessee in the performance hereunder shall act as a waiver by Lessor of any subsequent default or of any right granted Lessor herein.

e. If any Event of default has occurred and is continuing, the Lessor, at its option, may;

(i) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, including reasonable attorneys' fees; and/or

(ii) by notice in writing to the Lessee, terminate this Lease, whereupon all right of the Lessee to the use of the Equipment shall absolutely cease and terminate, but the Lessee shall remain liable as hereinafter provided; and thereupon, the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Equipment may be located, provided that such entry is conducted during normal business hours, and take possession of

all or any of the items of Equipment and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns to use such items for any purpose whatever; or

(iii) demand from Lessee the payment of an amount equal to the excess if any of the casualty value of such item of Equipment as of the date immediately preceding the date of termination over the fair market value thereof at such time, less any payments already made by Lessee and any amounts received by Lessor from insurance, salvage, or other sources with respect to such Equipment; *provided, however*, that in the event the Lessor shall have sold any item of Equipment, the Lessor, in lieu of collecting any amounts payable to the Lessor by the Lessee pursuant to the preceding clause, may, if it shall so elect, demand that the Lessee pay the Lessor and the Lessee shall pay to the Lessor, within thirty (30) days after receipt of written notice and documentation of such sale, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the excess, if any, of the casualty value of such item of Equipment as of the date on or immediately preceding the date of termination over the net proceeds of such sale, and any damages and expenses, in addition thereto, including reasonable attorneys' fees, which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease; provided further that Lessor shall provide Lessee with reasonable documentation of the sale price and calculation of net proceeds. For purposes of this Lease, the fair market value for any item of Equipment shall be determined on the basis of (and shall be equal in amount to) the sale value which would obtain in an arm's length transaction between an informed and willing lessee or vendee, as the case may be, and an informed and willing lessor or vendor, as the case may be, under no compulsion to lease or sell, as the case may be, and, in such determination, costs of removal from the location of current use shall not be a deduction from such rental or sale value but there shall be excluded any rental value or sale value attributable to additions, modifications and improvements which the Lessee is entitled to remove pursuant to Section 8 hereof. Any sale in a commercially reasonable manner of any item of Equipment shall create a rebuttable presumption of the fair market value of such item, provided that Lessor provides Lessee with at least ten (10) days' prior written notice of any proposed sale and reasonable opportunity to cure any default or arrange for purchase of the Equipment. Lessor shall use commercially reasonable efforts to obtain the highest price reasonably available for the Equipment.

33. Cumulative Remedies. The remedies provided in this Lease are cumulative and not exclusive, and either Party may exercise any one or more remedies available under this Lease in its favor existing at law or in equity. Any waiver of mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, shall apply only to the extent that such waiver is permitted by law.

34. Ownership. The Equipment identified in Exhibit A is, and shall at all times be and remain, the sole and exclusive property of Lessor; provided, however, that Lessee Additions, Lessee's Improvements, and any other tenant-financed improvements, additions, replacements, upgrades, equipment or facility modifications made, built, installed or acquired by or on behalf of Lessee during the Lease Term shall remain the sole and exclusive property of Lessee unless and until separately sold or conveyed to Lessor in writing. Except as expressly set forth in this Lease, Lessee shall have no right, title or interest in the Equipment identified in Exhibit A notwithstanding the delivery thereof to and possession and use thereof by Lessee.

35. 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.
- (c) Any Lessee Additions shall be so marked to indicate that they are owned by Lessee and are not part of the Equipment identified in Exhibit A.

36. Conditions to Obligations of Lessee. Lessee's obligations under this Agreement are subject to execution and consummation of all other agreements and receipt of all required approvals, permits and consents, including but not limited to those listed in Exhibit E, all in Lessee's sole discretion, necessary to allow Lessee to operate the anaerobic digester project which will be located on the Leased Premises.

37. 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 Lease shall be resolved in the Wisconsin Circuit Court for Dane County.

38. Right of Termination not Exclusive. Unless expressly provided otherwise, each Party's right to terminate this Lease, as described above, shall be in addition to any rights and remedies that the Party may have at law or in equity consequent upon any breach of this Lease, and the exercise by a Party of any right of termination shall be without prejudice to any other such rights and remedies.

39. Modification, Terms of Agreement. This Lease may be modified or amended only in writing executed by duly authorized representatives of the Parties hereto.

40. Entire Agreement and Invalid Provisions. All terms and conditions with respect to the matters addressed by this Lease are expressly contained herein, and each Party hereto expressly agrees and specifically acknowledges by its execution of this 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.

41. 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: Demeter Ag-Grid LLC
7 Greenbriar Lane
Kennett Square, PA 19348

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.

42. Memorandum of Lease. While the Parties agree that this Lease will not be recorded in the public records, either Party will, at the request of the other, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a memorandum of lease and easements, setting forth a description of the Real Property, including without limitation the Easements Parcels, the Term and any other portions of this Lease, excepting the rental provisions, as either Party may request. Any and all recording costs and documentary stamps or tax, if any, required in connection with the execution of this Lease and the recording of the memorandum of Lease will be paid by Lessee.

43. Counterparts. This 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 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.

44. Bind and Inure. The obligations of this Lease will run with the Land; this Lease will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

45. 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 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.

46. 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 Lease will be deemed to be a waiver by such Party of any subsequent breach of the same or any other provision.

47. No Immunity. Lessor shall not claim any right of immunity on the grounds of sovereignty or otherwise from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) under the laws of any jurisdiction.

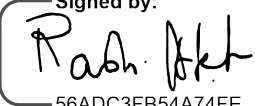
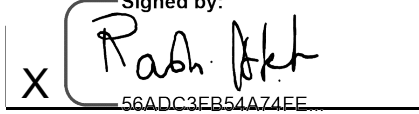
48. Material Change in Law. In the event of a Material Change in Law, the Parties shall, to the extent necessary and possible, reform this Lease to ensure compliance and conformity with such Material Change in Law and to restore or retain the Parties' original benefits and burdens under this Lease. For purposes of this Lease, a "Material Change in Law" shall mean:

- (a) the adoption, promulgation, change, repeal or modification after the Effective Date of any laws, codes, regulations, statutes or orders
- (b) an interpretation or application by a governmental authority of a law which had not been made, or which if made, was different than a prior interpretation of or application by such governmental authority or another governmental authority, or
- (c) the imposition of any material condition in connection with the issuance, renewal, extension, replacement or modification or any permits after the Effective Date that in the case of (a), (b) or (c):
 - (i) establishes requirements for the construction, financing, ownership, operation or maintenance of the Lessee's Improvements that are materially more restrictive than the most restrictive requirements in effect as of the Effective Date and
 - (ii) has a material and adverse effect on the Lessee's quiet enjoyment of the Leased Premises.

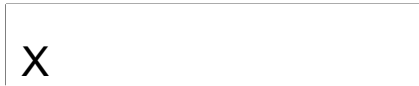
49. Commercial Acts. Lessor unconditionally agrees that the execution, delivery and performance of this Lease constitute private and commercial acts and not a sovereign act.

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized representatives executed this Lease as of the dates so indicated.

DEMETER AG-GRID LLC

Signed by:

X 

DANE COUNTY

X 
Melissa Agard
County Executive

X 
Scott McDonell
County Clerk

Ground and Equipment Lease - Exhibit A

1. Land Legal Description
 - a. Lot Two (2) Certified Survey Map No. 12937 recorded in Volume 82 of Certified Survey Maps, page 204 as Document No. 4672381, located in the Town of Vienna, Dane County, Wisconsin.
2. Site Civil Work
 - a. Installation of paved driveway from Cuba Valley Road to main site
 - b. Stormwater work along driveway and around site consistent with the requirements of Dane County and the Wisconsin Department of Natural Resources
 - c. Secondary containment around digester tanks
 - d. Site graded to plans following construction
 - e. Placement and grading of crushed stone base on all driving surfaces on site
 - f. Placement of topsoil, grading, and seeding to all non-driving surfaces
3. Truck Scale
 - a. Supply and installation of a 70' truck scale alongside driveway to measure all loads of fiber leaving facility
4. Water Supply
 - a. Drilling and installation of high capacity well
 - b. Installation of pump, water distribution equipment, and controls
 - c. Installation of water distribution piping to pumping container, fiber distribution building, manure receiving building, and separation and drying containers
5. 66' x 126' Fiber Distribution Building
 - a. Concrete footings around perimeter of building
 - b. High exterior concrete walls in farm fiber storage bay
 - c. 4' high exterior concrete walls in truck load out bays and shop
 - d. Concrete floor in building with water stop between floor and walls
 - e. 4' Concrete apron along west side of building
 - f. In-floor hydronic heating system in shop area
 - g. Full dividing wall between farm load out bay and shop
 - h. Un-insulated exterior walls around fiber loading bays with sheet metal cladding to match digester tanks
 - i. Insulated exterior walls around shop and insulated roof with sheet metal cladding to match digester tanks
 - j. (4) 12' x 14' roll up garage doors
 - k. (1) 12' x 16' roll up garage door
 - l. (1) 18' x 16' standard garage door
 - m. 16' x 16' standard garage door
 - n. (3) man doors
6. Conveying system for distribution of fiber including:
 - a. Supply and installation of a 16" wide x 30' long conveyor along south side of building to convey material from the dryer conveyor to the central distribution conveyor

- b. Supply and installation of a central distribution conveyor 16" wide x 60' long mounted from the ceiling along the center of the building from south to north
- c. Supply and installation of plow off system to transfer material from the central distribution conveyor to the truck load out conveyors
- d. Supply and installation of a (4) truck load out reversing, tracked conveyors 16" wide x 30' long mounted from the ceiling over each truck load out bay
- e. Supply and installation of 16" x 20' farm bay conveyor
- f. Supply and installation of lights, switches, and outlets throughout building
- g. Automation and control system for the fiber load out system

**Ground and Equipment Lease - Exhibit B
Phosphorus Management Plan**

RNG Requirement

All renewable natural gas (RNG) transported from the Lessee's digester facilities shall be offloaded at the County's interconnection station known as ANR Line No. 1-1363 during the term of, and pursuant to the terms and conditions outlined in, the RNG Access Agreement dated [Insert Date] or successor agreements entered into between the County of Dane (the "Lessor") and Demeter Ag-Grid LLC (the "Lessee"). Notwithstanding the foregoing, Lessee may, at its discretion, deliver RNG directly to Madison Gas & Electric Company or another authorized utility for direct injection, upon securing the applicable interconnection rights and regulatory approvals. Lessee must provide 90 days written notice prior to discontinuing use of the County's interconnection station.

Phosphorus Removal Requirements

For clarity, phosphorus removal performance under this Agreement is intended to be based on total phosphorus loads removed from all material processed by the Project, including manure and any approved non-manure substrates, as calculated pursuant to the Sampling and Monitoring Point(s) and Performance Monitoring sections herein. No more than 33% of the total volume of all material processed by the facility may be from non-manure sources.

All performance-based conditions and fee adjustments set forth in this section shall commence eighteen (18) months after the Effective Date of the Ground and Equipment Lease. For the avoidance of doubt, the Land Spreading Requirements and Nutrient Management Plan Requirements set forth herein shall apply as of the Effective Date of the Ground Lease. A minimum of 60% of phosphorus must be removed over a 6-month reporting period calculated from a rolling 52-weeks of averaged biweekly (every two weeks) data for the liquid and solid influent streams delivered to the Lessee's anaerobic digester. If Lessee fails to remove a minimum of 60% of phosphorus over any biannual 6-month reporting period calculated from a rolling 52-weeks of averaged biweekly data for the liquid and solid influent streams delivered to the Lessee's anaerobic digester, then Lessee shall pay Lessor a phosphorus penalty payment of \$75,000 with respect to each such failure and no such failure shall constitute an Event of Default under the Ground Lease. Calculations for determining compliance are provided under the *Performance Monitoring* section below.

If influent streams consist of both manure and non-manure sources and Lessee fails to remove a minimum phosphorus percentage over any such biannual 6-month reporting period per the table below, and fails to cure such failure by meeting such level during the immediately subsequent additional 6-month period calculated from a rolling 26-weeks of biweekly averaged data over that 6-month reporting period for the liquid and solid influent streams delivered to the Lessee's anaerobic digester, then there shall be an Event of Default under Section 31 of the Ground and Equipment Lease Agreement

Non-Manure Percentage of Total Feedstock	Event of Default P Removal Threshold
0%	40%
> 0% but ≤ 20% but	45%
> 20% but ≤ 33% but	55%

If influent streams consist of only manure and Lessee fails to remove a minimum of 40% of phosphorus over any such biannual 6-month reporting period and fails to cure such failure by meeting such level during the immediately subsequent additional 6-month period calculated from a rolling 26 weeks of biweekly averaged data over that 6-month reporting period for the liquid and solid influent streams delivered to the Lessee's anaerobic digester, then there shall be an Event of Default under Section 31 of the Ground and Equipment Lease Agreement.

RNG Access Fees

Access fees to the County's interconnection station under the RNG Access Agreement shall be based on the level of performance as outlined below. Access fees shall be set no more than twice per year and will be based on the performance of the project set forth in the biannual reports. Access fees for phosphorus removal Levels shall not be prorated.

Level of Performance	Removal of Phosphorus from Manure	Access Fee
Tier 1	≤ 65%	\$2.50 per Dekatherm
Tier 2	66-70%	\$2.25 per Dekatherm
Tier 3	71-75%	\$2.00 per Dekatherm
Tier 4	76-80%	\$1.75 per Dekatherm
Tier 5	≥81%	\$1.50 per Dekatherm

Adjusting Phosphorus Removal Requirements

If at any time during the term of this agreement the nutrient management plan of a Participating Farm requires additional phosphorus (beyond what can be supplied by the diverted digestate) to meet crop uptake requirements, the Lessee may request modification to adjust the phosphorus removal requirements as outlined above. This modification request would need to avoid the importing and application of commercial phosphorus. Furthermore, if new technology is utilized in the system to increase phosphorus removal, additional sampling locations as identified below in Sampling and Monitoring Point(s) may need to be adjusted to verify compliance as agreed to by both Lessee and Lessor.

Participant Farms

Participating Farm is defined as any farm located in and/or operating land with the intent to apply digester nutrients within the Lake Mendota - Yahara River, Lake Monona - Yahara River, and the Headwaters - Yahara River watersheds. All participants must abide by this Phosphorus Management Plan and below Land Spreading Requirements.

Use of Digester Solids

Digester solids may be returned to the Participating Farms for bedding or for application on crop fields in accordance with the below Land Spreading Requirements. All other digester solids must be removed from the following watersheds: Lake Mendota - Yahara River, Lake Monona - Yahara River, and the Headwaters - Yahara River.

Solid Manure Handling

Solid manure may be directed to the digester or retained by the Participating Farms and land applied in accordance with the below Land Spreading Requirements.

Added Participants

For new non-emergency farm participants Lessee shall provide written notice to Lessor of all Participating Farms. Lessee shall require, as a condition of accepting manure, that all farms meet conditions of the Land Spreading Requirements and Nutrient Management Plan Requirements. Lessor shall notify Lessee in writing if any farms do not meet the land spreading and nutrient management plan requirements, in which case Lessee will cease to accept manure from said farm within 90 days unless otherwise agreed to in writing by the Parties.

Land Spreading for Emergency Use Requirements

Farms needing to transfer manure into the digester under emergency conditions may be required to take back an equivalent amount of digested manure. These farms will be required to have or develop a current NRCS 590 Nutrient Management Plan.

Reserve Capacity for Emergency Use

A plan for addressing emergencies and land application of manure during other critical times shall be developed by the Lessee. This plan shall provide a reserve capacity during the period of Dec. 1 through May 1 of each year. The reserve capacity shall be at least 200,000 gallons/month. The plan will also define the terms, fees, and conditions for manure going into the digester and digested manure being returned to the farms.

Nutrient Management Plan Requirements

Cropland receiving non-digested solid manure or digester nutrients including but not limited to, digestate, separated solids or fiber, separated liquid or centrate, or any component thereof need to have a current NRCS 590 nutrient management plan and apply the nutrients according to their plan. WPDES permitted farms must also follow their approved Nutrient Management Plan. In addition, all farms receiving digester nutrients must follow the below Land Spreading Requirements. Each of the farms providing manure to the project is responsible for submitting Annually Updated Nutrient Management Plans to the Land and Water Resources Department by January 31 of each year.

Digestate Bypass

The Participating Farms that deliver manure to the project will supply manure that meets the minimum acceptance specification as outlined in manure supplier agreements. In order to balance nutrient needs of the Participating Farms and avoid importing commercial Phosphorus into the area, up to 25% of the volume of Digestate (Digested Manure and Substrates) may bypass the solids separation equipment. This percentage will be evaluated annually as part of the project performance reporting. The Digestate volume will be directed to storage at the digester facility or at the Participating Farms for land application to crop fields in a manner that matches lower soil test

phosphorus levels, nutrient loadings, and crop nutrient needs, in accordance with approved Nutrient Management Plans.

Land Spreading Requirements

Soil Phosphorus Levels

This project was selected to assist with Phosphorus removal efforts from the watersheds draining into Lake Mendota consistent with recommendations from Yahara Clean and the Clean Lakes Alliance. In order to lower soil test phosphorus levels in the area watersheds and to reduce the delivery of Phosphorus to receiving waters in the Yahara Watersheds, all fields involved in this project must be included in an approved NRCS 590 Nutrient Management Plan. Digester nutrients and/or solid manure must be land spread according to the soil test phosphorus levels and crop uptake needs of each land spreading field as follows.

- Fields with soil test P < 50 - can spread up to the crop P needs.
- Fields with soil test P levels between 51 — 100 ppm - can be spread up to 75% of the crop P needs, for crops to be grown over a maximum rotation length of 4 years (CAFOs) or 8 years (all others),
- Fields with soil test P levels between 101 — 200 ppm - can be spread up to 50% of the crop P needs, for crops to be grown over a maximum rotation length of 4 years (CAFOs) or 8 years (all others),
- Fields with soil test P > 200 - spreading phosphorus is prohibited.

Digester nutrients can be combined with manure, commercial fertilizer, or other nutrient sources in order to reach the specified % of crop P needs. Milking parlor wastewater is excluded from the restrictions.

These application requirements can be adjusted up to 100 % for operations that utilize alfalfa in a rotation and can demonstrate a need.

All fields must meet a rotational average Phosphorus Index (PI) of 6 or less. No fields may have an annual PI of 12 or more. It is a goal of this project to decrease the annual PI of the fields and to decrease the weighted average PI of the fields over the rotation.

Winter Spreading Prohibition

Winter land spreading of liquid manure, digester nutrients, or solid manure is prohibited on frozen or snow-covered ground. Storage/stacking options shall be consistent with NRCS 590, NRCS 313, and NRCS 318 or a Participating Farm's WPDES Permit.

Sampling and Monitoring Point(s)

Sampling and monitoring points for the project will be at the locations set forth below or at such other locations as agreed by the parties in writing from time to time during the term of the Lease.

The inclusion of a Sampling and Monitoring Point in the table below shall not, by itself, require routine monitoring, sampling, or calculation for that point unless expressly required in the Daily Monitoring, Required Sampling, Calculations, or other applicable sections below. Additional monitoring of any listed point may be conducted by Lessee in its discretion or as otherwise agreed by the parties in writing.

<i>ID #</i>	<i>Sampling and Monitoring Point Designation</i>
701	Raw Manure Tank containing mixed liquid and solid manure. This Sampling Point includes all piping and transfer equipment from the farms' receiving Tanks to the Raw Manure Tank.
702	Composite sample from Substrate Tank(s)
703	Composite calculation representing total phosphorus directed into the digester tanks prior to solids removal from all participating feedstocks.
704	Representative sample of digestate from the anaerobic digestion process, collected from a sample port upstream of the solid/liquid separation process prior to any bypass lines.
705	Sample from any Participating Farm bed pack and solids input to the manure digester
015	Sample from the solid fraction removed by the solid/liquid separation equipment and sent to other interested parties located outside the watersheds draining into Lake Mendota.
101	Sample from piping leading to digestate storage or tanker trucks which bypasses the solid separation system.
102	Representative sample of the liquid fraction following solid/liquid separation, collected prior to land application, transfer to farm storage, or loading into tanker trucks for off-site transport.
103	Sample from the solid fraction that is removed by the solid/liquid separation equipment but then gets returned to Participating Farms for bedding or land application.
104	Sample from the solid fraction that is removed by the solid/liquid separation equipment sent to parties located outside the watersheds draining into Lake Mendota for bedding or land application.
105	Custom mixed nutrient product returned to Participating Farms consisting of solids and liquids from the digester facility.
106	Custom mixed nutrient product sent to parties located outside the watersheds draining into Lake Mendota consisting of solids and liquids from the digester facility.
107	Ripp's Dairy Valley Farm recirculated flush
108	Post separation (or bypassed) liquid centrate returned to Participating Farms but spread outside of the watershed draining into Lake Mendota

Biweekly (14 day) Monitoring

<i>Monitoring Pont</i>	<i>Parameter</i>	<i>Units of Measure</i>
701	Flow	liters per 14 days
702	Flow	liters per 14 days
704	Flow	liters per 14 days
705	Weight	kilograms per 14 days

015	Weight	kilograms per 14 days
101	Flow	liters per 14 days
102	Flow	liters per 14 days
107	Flow	liters per 14 days
108	Flow	liters per 14 days

Some monitoring points may not have biweekly parameter reporting values depending on facility processing, equipment and monitoring. Monitoring points that do not have parameter values are not required to be reported.

Required (14 Day) Sampling

At least one representative composite sample shall be collected every two weeks (biweekly) from each monitoring point expressly listed in the table below and active during the applicable reporting period. Additional or more frequent samples may be collected by Lessee, to improve accuracy, or to support alternative calculation methods. Each sample shall be sent to an accredited laboratory for total phosphorus analysis within the applicable hold time and in accordance with standard methods and preservation protocols. The phosphorus concentration from each sample shall be used to calculate phosphorus load as provided below. Sampling frequency may be modified by mutual written agreement of the parties pursuant to the Amendments to the Phosphorus Management Plan section below. Lab reports shall be provided to Lessor upon request.

<i>Monitoring Pont</i>	<i>Parameter</i>	<i>Units of Measure</i>
701	Concentration	milligrams per liter
704	Concentration	milligrams per liter
705	Concentration	milligrams per kilogram
102	Concentration	milligrams per liter

Monitoring points that do not have an associated Biweekly Monitoring parameter value do not need to be sampled.

Biweekly (14 days) Calculations

<i>Monitoring Pont</i>	<i>Parameter</i>	<i>Units of Measure</i>
701	Load	kg per 14 days
702	Load	kg per 14 days
704	Load	kg per 14 days
705	Load	kg per 14 days
101	Load	kg per 14 days
102	Load	kg per 14 days
107	Load	kg per 14 days
108	Load	kg per 14 days

Monitoring points that do not have sampling data collected for them do not need to report biweekly calculations.

Monitoring Point 108 Load shall be determined by applying the average Monitoring Point 102 concentration for the applicable period to the post-separation or bypassed liquid volumes returned to Participating Farms and documented by Participating Farms as land applied outside of the watershed draining into Lake Mendota. Such reports shall be provided to Lessor with the biannual reporting.

Daily Log Requirements

Monitoring Point 702

These requirements shall apply only during periods in which substrates are accepted at the Project.

Daily Log — Monitoring Requirements			
All discharge and monitoring activity shall be documented on log sheets. Originals of the log sheets shall be kept by the Lessee as described under "Records Retention" in the Standard Requirements section, and if requested, made available to the Department.			
Parameters	Description	Sample Frequency	Sample Type
Substrate Source		Daily	Log
Type of Food Processing Substrate		Daily	Log
Daily Loading Volume	Gal/Day	Daily	Measure

Monitoring Point 15 and 103

Daily Log — Monitoring Requirements			
All discharge and monitoring activity shall be documented on log sheets. Originals of the log sheets shall be kept by the Lessee as described under "Records Retention" in the Standard Requirements section, and if requested, made available to the Department.			
Destination Farm or Other Location	Volume	Units (lbs/day)	Date

Performance Monitoring

Digestate Bypass

Biweekly percent bypass is calculated by dividing biweekly loadings from point 101 by biweekly loadings from 703. All the biweekly percent bypasses that occur are then averaged over a 6-month period (January 1 to June 30 and July 1 to December 31) to determine if the 25% bypass limit has been exceeded for any given biannual review period.

Phosphorus Removal

Phosphorus Removal compliance will be calculated utilizing the below methods

1. Biweekly phosphorus loads are calculated for monitoring point 704, 101, 102, 107 and 108. These biweekly loads are then summed over a rolling 52 – weeks for the 6-month reporting period. These values are then entered into the following equation.

$$P \text{ Removal } \% = 100 \times \left[1 - \frac{(102 - 107 - 108)}{(704 + 101 - 107)} \right]$$

If the value of this equation is greater than or equal to 60% the phosphorus removal requirements have been met for the reporting period. If the value is less than 60% phosphorus removal requirements have not been met and a penalty payment will be paid to Lessor

For purposes of phosphorus removal compliance, Monitoring Point 107 shall be excluded from both the influent and removed-load sides of the calculation to the extent such recirculated liquid is returned to the digester, and Monitoring Point 108 shall be treated as removed phosphorus load to the extent documented as land applied outside of the watershed draining into Lake Mendota.

Project Performance Reporting

Biannual Reporting

Lessee shall provide reporting at a minimum of twice per year covering the time periods of January 1 - June 30 and July 1 - December 31. The report shall include calculations (ex. spreadsheets) verifying compliance for phosphorus removal for a 6-month (twenty- six consecutive week) period covered by each reporting period. Report due dates are:

January 1 - June 30 - Report due by July 31

July 1 - December 31 - Report due by January 31

Annual

The Lessee shall convene a meeting on an annual basis, to evaluate project phosphorus removal performance, with all project participants and Dane County. Among the topics to be covered at this meeting is annual reporting (January 1 — December 31 for the previous crop year) regarding land application of digester nutrients and solid manure from all Participating Farms and emergency use farms. Reporting requirements will include annual spreading reports and updated Nutrient Management Plans (including SNAP + files) supplied by Participating Farms or their representatives and submitted to Dane County by Participating Farms or the Lessee. Additional information may be shared by attendees, of any applicable surface water sampling results, and other data/documents to assess project benefits along with compliance and reductions in Phosphorus loadings set forth in the two biannual performance reports.

Amendments to Phosphorus Management Plan

Amendments and changes may be made to the Phosphorus Management Plan as agreed to in writing by Lessee and Lessor. Email shall constitute as written agreement if the email is acknowledged and accepted by the receiving party.

Exhibit B

RNG ACCESS AGREEMENT

BY AND BETWEEN

THE COUNTY OF DANE, WISCONSIN

AND

DEMETER AG-GRID LLC

RNG ACCESS AGREEMENT

THIS RNG ACCESS AGREEMENT (“Agreement”) dated May 8, 2026 (“Execution Date”) is between the County of Dane (“County”) a quasi-municipal corporation in the State of Wisconsin, and Demeter Ag-Grid LLC (“Supplier”), a limited liability company. County and Supplier are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, County and Supplier separately own and operate renewable natural gas (“RNG”) production, processing and collection facilities located within the State of Wisconsin; and

WHEREAS, County is party to a Facilities Agreement with ANR Pipeline Company (“ANR”) that allows County to inject RNG produced by its facilities and third party facilities (such as RNG facilities owned by Supplier) into ANR’s existing Federal Energy Regulatory Commission (“FERC”) regulated interstate natural gas pipeline system; and

WHEREAS, County has thereby established an interconnection station between its RNG facilities and a pipeline known as ANR Line No. 1-363 (“Line 1-363”) which includes capabilities for the County to accept RNG transported by truck from third party RNG facilities; and

WHEREAS, Supplier desires to access County’s interconnection station to offload its RNG for injection into Line 1-363; and

WHEREAS, County desires to grant such access; and

WHEREAS, County and Supplier also desire to set forth in this Agreement their respective rights and responsibilities with respect to Supplier’s access to County’s interconnection station;

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

1. Date of First Delivery

Supplier shall provide written notice to County of Supplier’s best estimate of the date upon which the Date of First Delivery will occur; such written notice shall be delivered to County at least thirty-days prior to such estimated date. If any changes occur to such estimated Date of First Delivery, Supplier shall provide written notice to County as soon as possible after Supplier knows of such changes. Once the Parties agree on the Date of First Delivery, they shall document such agreement in a signed writing, referencing this Agreement, so that each Party may retain such agreement of the Date of First delivery in their files.

2. **Term**

The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years following the Effective Date. Unless terminated earlier in accordance with this Agreement, the term shall be automatically renewed for successive one (1) year periods unless either Party delivers a written notice of intention not to renew this Agreement at least ninety (90) days prior to the expiration of the initial term or any renewal term of this agreement. "Effective Date" shall mean the date Supplier has closed the acquisition of the assets of BME Holdings, LLC used to operate the project listed in *Attachment D* and has commenced delivering gas to the Interconnection Facility.

3. **Delivery of RNG**

Supplier shall be solely responsible for delivering gas to the Interconnection Facility (as defined below). County shall be solely responsible for providing equipment capable of offloading the gas from the delivery trailers and injecting it into the ANR pipeline. Supplier shall be solely responsible for all charges, fees, or other expenses related to gas and environmental attribute transactions, gas transmission, gas storage, registration and auditing required for environmental attribute programs, and all other work necessary for Supplier to fulfill Supplier's responsibilities under this agreement.

4. **Early Termination**

County, in its sole discretion, shall have the right to terminate this Agreement in its entirety if the Date of First Delivery occurs more than eighteen (18) months after the Effective Date. County, in its sole discretion, shall have the right to terminate this Agreement in its entirety if Supplier delivers less than Supplier's Minimum Volume for three (3) consecutive months; provided, however, that such termination shall not occur if Supplier is making good faith efforts to remedy the deficiency within the subsequent three (3) month period. If the deficiency is caused by prolonged maintenance, repairs, or system upgrades, the three (3) month cure period will be extended for so long as Supplier demonstrates, to County's reasonable satisfaction, that such maintenance, repairs, or upgrades are actively occurring and are being diligently pursued toward completion. Either Party may terminate this Agreement in the event of a default or breach of a material provision of this Agreement by the other Party, by first sending a written letter alleging the default or breach with specificity, the date(s) of such occurrence(s) and providing a reasonable opportunity to cure, which cure period shall not be less than thirty (30) days from the receipt of such letter by the defaulting Party. In the event the offending Party does not cure the default or breach in a timely manner, the non-offending Party may serve a second notice and therein declare an immediate termination. Notwithstanding anything herein to the contrary, Supplier may terminate this Agreement upon sixty (60) days' prior written notice to County in the event Supplier converts, or elects to convert, the Interconnection Facility to a direct interconnect arrangement. Such termination shall not constitute a default by Supplier, and neither Party shall have any further obligations under this Agreement following the effective date of termination except for obligations that expressly survive termination.

5. **Interconnection Facility**

Subject to the terms and conditions of this Agreement, County shall grant access to Supplier for delivery of RNG by truck in quantities up to Supplier's Maximum Volume

to the Dane County / ANR Pipeline Interconnection Facility located at the Northwest Quarter of Section 25, Township 7 North, Range 10 East, Dane County, Wisconsin (“Interconnection Facility”). The Interconnection Facility will contain no less than three meters, including a Coriolis meter that will measure Supplier’s RNG (“Supplier Meter”), a Coriolis meter that will measure RNG coming from County’s RNG Plant (“County Meter”) and a Coriolis meter that will measure the aggregate of all RNG entering ANR’s pipeline (“ANR Meter”).

6. Access Point

Upon satisfying the Preconditions to Offload, Supplier may connect its Trailer to the receiving pipe at the Interconnection Facility (“Access Point”) and thereby deliver RNG to the Custody Transfer Point.

6.1 Hours of Operation

Supplier and/or their trucking subcontractors may deliver loads of biogas to the Interconnection Facility between the hours of 5am-10pm each day. These hours may be changed in writing by the Director of the Department of Waste & Renewables, provided however, Supplier shall at all times have reasonable access to the Interconnection Facility during typical business hours.

6.2 Scheduling Deliveries

Supplier shall schedule deliveries at least 24 hours in advance. County, at their discretion, may assign a timeslot for Supplier to unload. This will help prevent trailers from multiple sites waiting to unload.

6.3 Late Delivery

If a trailer is more than 15 minutes late for a scheduled delivery, and that delay will cause another trailer to wait more than 15 minutes beyond its scheduled start time for unloading, the late trailer must stop unloading at the time the second trailer is scheduled to start unloading. The late trailer can finish unloading its trailer after the second trailer and all subsequent trailers arriving on time have finished unloading their trailers.

6.4 Safe Haven

County property, including Interconnection Facility and adjoining areas, shall not be used as safe havens for the unattended parking of Supplier’s trailers. At no time shall Supplier’s trailers be parked unattended outside the Interconnection Facility trailer bays.

7. Custody Transfer Point

Supplier shall retain custody of its RNG until such time as the RNG passes through the downstream-side of the 600# above-ground isolation flanged connection located at the outlet flange of the ANR Meter skid at the Interconnection Facility (“Custody Transfer Point”).

8. Custody Transfer

Custody of Supplier’s RNG shall transfer from Supplier to ANR at the Custody Transfer

Point for transportation consistent with Supplier's contracted transportation agreement(s). County shall at no time take custody of Supplier's RNG. Supplier is solely responsible for all transport and storage arrangements, fees and costs with ANR and any other applicable pipeline company.

9. Gas Metering and Quality

Supplier's RNG shall meet the applicable specifications and other requirements set forth in the ANR Tariff, including the Gas Quality Specifications in *Attachment A and Attachment B* attached hereto. Supplier agrees that, in the event it is not in compliance with the requirements, County may decline to receive such volumes.

9.1 Meter Preference – Quality

The ANR Meter shall provide the ultimate determination of quality of all gas delivered. Supplier Meter shall be used for informational purposes only. Any discrepancy between the Supplier Meter and ANR Meter will be resolved in favor of the ANR Meter.

9.2 Meter Preference – Quantity

In the event of a discrepancy as to volume the lower reading of the Supplier Meter or the ANR Meter will be adopted.

9.3 Meter Testing

County will inspect, maintain and test the County Meter and Supplier Meter. ANR will inspect, maintain and test the ANR Meter. Supplier shall have the right to be present for all scheduled inspections and testing involving the meters and associated instrumentation. County will accommodate Supplier's request to be present for such activities at the next such occurrence following Supplier's request for access. All tests of the ANR Meter will be made at ANR's expense. All tests of the County and Supplier Meters will be made at County's expense. However, if (i) Supplier requests that any of the Meters be tested and (ii) the results of such testing show that inaccuracy is found not to exceed two (2%), at a reading corresponding to the average hourly rate of flow, the Supplier will bear the expense of such test.

9.4 Supplier Facilities

Supplier shall have a gas meter at Supplier's RNG facilities where RNG is loaded onto Supplier's trailers. Supplier must have a load tracking and record keeping system that can be used in conjunction with County's record keeping and reporting system to ensure verification of gas quantities for (Renewable Identification Numbers) RINs generation and tracking purposes. Supplier agrees to grant County, subject to 24-hour advance notice to Supplier, physical access to Supplier's RNG facility for inspection of its meter during normal business hours and to timely provide County with meter data upon County's request.

9.5 RNG Quality

ANR requires all gas to meet ANR Tariff gas quality limits ("Attachment A"). To ensure this is accomplished, the County shall set the limits on the Supplier Meter and the County Meter at levels lower than the ANR Tariff limits (Supplier Meter Limits).

Supplier shall supply gas that meets the Supplier Meter Limits (“Attachment B”). The gas shall be commercially free from objectionable odors, solid matter, dust, gums and gum-forming constituents, or any other substance which might interfere with the merchantability of the gas, or cause injury to or interference with proper operation of the lines, meters, regulators or other appliances through which it flows.

9.6 Oil Filtration

Supplier shall install, operate, and maintain oil filtration at Supplier’s RNG facilities where RNG is loaded onto Suppliers trailers. Oil filtration shall consist of sequential Grade 10 and Grade 4 oil coalescing elements and be adequately sized for the range of pressures, flows, and temperatures present in filter during trailer loading.

9.7 Moisture Control

Supplier shall install, operate, and maintain a water moisture removal system or other mechanism to control moisture levels of RNG gas delivered to Interconnection Point. Supplier shall have an online analyzer or other method to monitor and control moisture below limit in Supplier’s Meter Limits (“Attachment B”).

9.8 Off-Spec Gas

9.8.1 County reserves the right to deny Supplier access to Access Point in the event Supplier’s RNG does not meet the gas quality specification of the Supplier Meter Limits. County may continue to deny Supplier access following a test of off-spec gas until County is satisfied that Supplier has resolved the issue(s) that caused the gas to not meet the Supplier Meter Limit. In the event Supplier delivers off-spec gas three (3) times during the term of this Agreement, County may declare Supplier to be in default of this Agreement.

9.8.2 In the event H₂S, Total Sulfur, H₂O, O₂, and/or CO₂ are detected in the gas volumes being delivered to Interconnection Facility that are in excess of that allowed per the Supplier Meter Limits or the BTU content of the gas volumes being delivered to County facility are below the minimum BTU threshold in the Supplier Meter Limits, there shall be an immediate automatic shut-in of the delivery of such gas to ANR. Any suspension, partial suspension or automatic shut-in shall be known as a Shut-in Event. After a Shut-in Event, ANR and/or County personnel will use reasonably commercial efforts to respond to the Meter Station during normal business hours within one (1) business day of the Shut-in Event to manually intervene to allow gas delivery to resume or to send gas to the flare. Furthermore, County has the right to keep the point shut-in until Supplier makes the necessary provisions to rectify the situation. If automatic shut-ins occur more than two (2) times per calendar year due to Supplier’s gas, County has the right to deny Supplier access to the Interconnection Facility indefinitely and terminate agreement in this agreement consistent with Section 4.

9.8.3 At its discretion, County may make reasonable efforts to off-load and flare off-spec gas delivered to the Interconnection Facility. This shall be subject to fees, per section 11 of this Agreement. County will not offload and flare off-spec gas if County reasonably believes doing so may cause injury to or interference with

proper operation of the lines, meters, regulators, or other appliances through which it flows. If other trailers arrive to deliver gas while a load of off-spec gas is being off-loaded and flared, off-loading of the off-spec gas shall cease until all trailers carrying gas meeting the quality specifications have finished off-loading. If the County requires use of the flare for destruction of County gases, off-loading of the Supplier's off-spec gas shall cease until County no longer requires the use of the flare. All efforts to flare off-spec gas shall be scheduled at least forty-eight (48) hours in advance.

9.9 Meter Discrepancy

Supplier and County acknowledge that the three meters at the site may not always measure the exact same values, due to meter calibration. In the event of a meter discrepancy, RINS shall be calculated and generated based on the RIN Generation Protocol, in Attachment C.

9.10 Flow Measurement Systems and Measurement Frequency

The County flow measurement systems consist of several related devices that work together to produce accurate and reliable flow measurements that are at least as accurate, precise, and reliable as the methods specified in CFR 80.155 (a) (2). County shall have complete discretion to make changes to and use alternative meter models and shall notify Supplier prior to any changes.

10. Preconditions to Offload

To ensure the integrity of the Interconnection Facility, ANR's Pipeline and County's contractual obligations for pipeline injection of RNG, Supplier agrees to meet the following preconditions to offload its RNG at the Access Point:

10.1 Site Inspection

Subject to 24-hour advance notice to Supplier and during normal business hours, Supplier will grant access to County and/or its designee to Supplier's RNG facilities for a physical inspection for purposes of assuring the County that the feedstock and means of conditioning biogas to RNG employed by Supplier are capable of consistently producing RNG that meets the ANR Gas Quality Limits (Attachment A) and Supplier Meter Limits (Attachment B)

10.2 Document Inspection

Supplier will provide County with a copy of all documents prepared for submission to EPA for Supplier's registration under the Renewable Fuel Standard no less than fifteen (15) business days prior to submitting such documents to EPA. If Supplier elects to submit to EPA's Quality Assurance Program (QAP), Supplier will provide County with a copy of all QAP documents.

10.3 Gas Testing

Supplier agrees to comply with all gas testing requirements of the ANR Tariff and any testing requirements of U.S. EPA or any other applicable regulatory agency. Supplier agrees to send a copy of all gas test results to County as it receives them, and at least within ten (10) days from the date when Supplier received the test

results. If any test does not meet the ANR Tariff Gas Quality Specifications for any one constituent, Supplier agrees to notify County within 24-hours of Supplier's notification.

After the in-service date of Supplier facilities, and upon request from County from time to time, but no more than two (2) times in a calendar year, Supplier shall provide to County, at no cost to County, gas samples from the Supplier system and copies of existing lab analysis or reports in Supplier's possession concerning Supplier gas samples.

10.4 Engineering Review and Audit

Supplier agrees to submit to an audit, physical review, and/or engineering review by County (a) upon 48-hour notice and County's submission of a letter to Supplier stating and specifying cause for concern, and (b) upon 48-hour notice and County's election, without cause, no more than once per year, provided that any such audit, physical review or engineering review at Supplier's facilities shall be conducted during normal business hours and in the presence of a representative of Supplier and in conformance with any safety procedures reasonable required by Supplier and applicable to its RNG facilities. The cost of any such audit or review shall be borne by the County.

10.5 Truck Requirements

Supplier agrees that any third-party trucking company employed in the transport of Supplier's RNG to the Interconnection Facility are subject to pre-approval by County. All trailers must have a load tracking system compatible with County's reporting system. Supplier agrees that County may physically inspect any trailer employed in the transport of Supplier's RNG to the Interconnection Facility prior to its first delivery. Supplier agrees that County may inspect any trailer upon its arrival at the Interconnection Facility at County's sole discretion. All truck drivers must receive training from County or County's Interconnect Facility operations contractor prior to using the Interconnect Facility. County may turn away any trailer that is not pre-approved by County or any trailer that refuses a County inspection.

10.6 Trucked Gas Sampling

For each trailer of RNG, Supplier shall provide a Trucked Gas Sample by sending sufficient volume of RNG to the Supplier Meter to engage a reading of gas quality. Supplier agrees that the Trucked Gas Sample will be sent to the flare regardless of gas quality. The Trucked Gas Sample will not be submitted to the Custody Transfer Point and Supplier will not receive any volume reading or remedy for lost gas in the sampling process. Upon demonstration to County's satisfaction that the Trucked Gas Sample meets the ANR pipeline quality requirements ("On-Spec Gas"), Supplier may offload its trucked volume of RNG at the Access Point to the ANR Pipeline. If County is not reasonably satisfied that Supplier's delivery of RNG meets the ANR pipeline quality requirements ("Off-Spec Gas"), County shall notify Supplier of non-compliance and provide County with options, including (a) detaching from the Access Point and leaving the Interconnection Facility, (b) retesting a new Trucked Gas Sample, subject to schedule availability, or (c) offloading the RNG to the flare,

subject to schedule availability. For the avoidance of doubt, Supplier has no right to immediate re-test or offload of Off-Spec Gas to the flare.

10.7 Brown Gas Marketing/Scheduling Contract

Supplier shall sign a contract for marketing and scheduling of the brown gas with the same company Dane County has contracted with for these purposes. This contract will only be for the scheduling, distribution, and marketing of brown gas into the ANR pipeline. The contract shall generally have the same terms and pricing as the contract Dane County has with the brown gas marketing/scheduling company.

Supplier agrees that CONSTELLATION ENERGY GENERATION, LLC (CEG) will manage all interstate pipeline scheduling and nomination services associated with Supplier's Gas during the Term. Supplier agrees to deliver Supplier's Gas (but not Supplier's Environmental Attributes) to CEG at ANR by way of the interconnection facility consistent with the terms of the County / CEG Agreement, a copy of which is attached (Attachment E).

This shall not preclude the Supplier from contracting with any other party for marketing and monetizing any associated environmental attributes or regulatory credits.

10.8 Price

CEG will pay the County, and County will deliver payment to Supplier, for Supplier's Gas in the amount of the daily Chicago City Gates GDD physical gas price per dekatherm, minus \$0.141 and minus a \$0.05 per dekatherm fee for nomination and scheduling services.

10.9 Representations

County represents and warrants that it has a contract with CEG to manage interstate pipeline scheduling and nomination services, including for Supplier's Gas, during the Term. County further represents and warrants that it has a contract with CEG to purchase Gas, which covers Supplier's Gas (but not Supplier's Environmental Attributes) up to Supplier's Maximum Volume specified in this Agreement, during the Term.

11. Consideration

Supplier agrees to pay County a Setup Fee, an Access Fee, and a Flare Fee as consideration for this Agreement as follows:

11.1 Setup Fee

Supplier shall pay County a setup fee (the "Setup Fee") of five thousand dollars (\$5,000) for each subsequent Supplier RNG facility delivering RNG to the Access Point. The Setup Fee shall be due and payable prior to Supplier's first delivery of RNG to the Access Point.

11.2 Access Fee

Supplier agrees to pay County an on-going monthly Access Fee of \$2.50 per Dekatherm delivered through the Access Point to the ANR Pipeline ("Access Fee").

The Access Fee will commence accrual upon Supplier's first injection of RNG at the Access Point, however Supplier may defer its first payment to County until sixty (60) days after Supplier's first sale of Regulatory Credits. Thereafter, County will invoice Supplier monthly for its Access Fee and any Access Fees accrued during the interim period between Supplier's first pipeline injection and Supplier's first Regulatory Credit sale (the "Catch-up Period"). Supplier agrees to pay off Access Fees accrued during the Catch-up Period in no later than six (6) months after Supplier's first sale of Regulatory Credits.

For purposes of this Agreement, "Dekatherm" means a unit of energy used to measure gas that is equivalent to 1,000,000 British thermal units (or 1 MMBtu).

Any measurements in "gallons" shall be in Ethanol Gallon Equivalents (EGE).

One Dekatherm equals Eleven and 727/1000's (11.727) EGE's

One (1) EGE also equals one (1) Renewable Identification Number (RIN), and vice versa.

In the event that (i) the RIN premium allocation (as reasonably determined by County) during the Term is less than or equal to \$1.00/MMBtu (8.53 cents per RIN) for six (6) consecutive calendar months and (ii) County terminates the use of the Interconnection Facility for the injection into Line 1-363 of RNG produced by County's landfill operation and terminates the sale of such RNG to third parties (such pricing and termination events, collectively, an "Economic Event"), then County shall notify Supplier in writing of the occurrence of such Economic Event (an "Economic Event Notice"). Following the delivery of such Economic Event Notice, Supplier shall have the option to either (i) terminate the Agreement or (ii) continue to use the Interconnection Facility to deliver gas into Line 1-363 and pay County pursuant to Section 11.2 Access Fees in each year during the remaining Term of the Agreement following the delivery of the Economic Event Notice that in the aggregate are not less than \$100,000 in such year, or a pro rata amount of \$100,000 if the remaining period at the end of the Term is less than one year and the aggregate Access Fees in that year are less than \$100,000. In the event Supplier continues to use the Interconnection Facility following an Economic Event Notice, County shall continue to provide Supplier with all documentation necessary for Supplier to meet regulatory compliance and monetize its environmental attributes or regulatory credits.

11.3 Flare Fee.

Supplier agrees to pay County \$1,000 per trailer and \$4.25 per one thousand (1,000) standard cubic feet (MSCF) for Off-Spec Gas sent to County's flare (the "Flare Fee"). Alternatively, Supplier may leave with the Off-Spec Gas, not use County's flare, and not include the Flare Fee. Supplier will not pay a Flare Fee for Trucked Gas Samples sent to County's flare.

11.4 Late Payments

Supplier shall pay County total Access Fee due within 30 days after invoice date. Late payments for any fees may be assessed a 1.5% late fee per month. Failure to make timely fee payments, including late fees, shall constitute an event of default that may trigger an Early Termination consistent with Section 4.

12. Supplier's Minimum and Maximum Volume

County will reserve sufficient throughput capacity to accommodate Supplier's RNG at the Interconnection Station, which shall be no less than six thousand (6,000) dekatherms per month ("Supplier's Minimum Monthly Volume") and no more than ten thousand (10,000) dekatherms per month ("Supplier's Maximum Monthly Volume"). Daily capacity limits shall be no less than two hundred (200) dekatherms per day ("Supplier's Minimum Daily Volume") and no more than six hundred (600) dekatherms per day ("Supplier's Maximum Daily Volume"). For purposes of this Agreement, during the first eighteen (18) months following the date of signature, Supplier's Minimum Daily Volume shall be one hundred fifty (150) dekatherms per day. Supplier's Minimum Daily Volume shall only be available on days with daily average ambient temperatures above fifteen (15) degrees Fahrenheit.

In the event Supplier attempts to deliver more RNG than Supplier's Maximum Daily Volume or Supplier's Maximum Monthly Volume, County will use reasonable efforts to accommodate, but not guarantee placement of, such volume. In the event Supplier delivers less than Supplier's Minimum Monthly Volume, Supplier shall pay County the Access Fee for the difference between the volume delivered and the Supplier's Minimum Monthly Volume.

13. Regulatory Programs

Supplier shall be responsible for all registrations and compliance with regulatory programs, including but not limited to registrations, quality assurance, reports, attestations, and certifications. County will cooperate with Supplier to provide documentation available exclusively to County, to grant access to relevant locations, and to sign attestations specific to County's role in the fuel pathway. The Parties acknowledge that certain terms and conditions set forth in this Agreement may be subject to review by the U.S. Environmental Protection Agency ("EPA") and certain other state or local governmental authorities in connection with various RNG incentive programs. The Parties agree to revise or amend the terms of this Agreement if required by the EPA and/or such state or local governmental authorities, provided that any such revisions or amendments do not materially change the economic risks or benefits of the Parties under this Agreement.

14. Regulatory Credits

Supplier, and not County, owns Supplier's RNG, including any associated environmental attributes or regulatory credits ("EAs"). At no time shall such ownership transfer to County. Supplier is solely responsible for marketing and monetizing its EAs, including but not limited to RINs, LCFS (Low Carbon Fuel Standard) Credits, RECs (Renewable Energy Certificates) or Carbon Credits.

15. Post Injection Services

Supplier is solely responsible for contracting with ANR and other third parties for transmission, storage, and ultimate sale of the gas and all attributes.

16. Compliance with Laws

Supplier will maintain compliance at all times with all applicable local, state, and federal laws, rules and regulations.

17. Force Majeure

If either Party is rendered by force majeure unable, wholly or in part, to carry out its obligations under this Agreement, except payment of money, and such Party gives the other Party notice and reasonably full particulars of such force majeure in accordance with the Notice provisions of this Agreement within a reasonable time after the occurrence of the cause relied on, such Party shall not be liable for failing to perform such obligations to the extent the force majeure prevents such performance during the continuance of any such inability, but for no longer period; provided, that such Party claiming force majeure uses its commercially reasonable efforts to diligently remedy or overcome the cause of such force majeure with all reasonable dispatch. For the purposes of this agreement, the term “force majeure” shall mean the act or occurrence of any event or circumstance affecting a Party’s performance of its obligations under this Agreement that is outside the reasonable control of a Party and that cannot be prevented or eliminated by the exercise of reasonable due diligence by such Party such as a flood, hurricane, tornado, war, riot or embargo.

18. Liability and Indemnity

18.4 Indemnities

Subject to any applicable statutory limitations including but not limited to those in Wis. Stat. s. 893.80, each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party and its parent, partner, operator, subsidiary and affiliated entities and its and their respective directors, officers, employees and agents (collectively, the “Indemnified Parties”) from and against any and all liabilities, costs (including attorneys’ fees and other costs of defense), fines, penalties, losses, damages, amounts paid in settlement, expenses, claims, actions, hearings, investigations, suits and causes of action of every kind and character, judgments, orders, decrees and rulings to the extent arising out of the following:

18.4.1 Any breach or non-compliance with any term or provision of this Agreement by the Indemnifying Party;

18.4.2 The fault, negligence, willful misconduct or other wrongful act or omission of the Indemnifying Party or its agents, employees, or representatives, or its contractors, vendors, or suppliers of any tier that are providing or performing goods or services in connection with the activities contemplated by this Agreement;

18.4.3 Any taxes, fees or other amounts or obligations imposed on any of the Indemnified Parties by any governmental authority on account of the properties (including rights of way and easements) or facilities of the Indemnifying Party or the activities or obligations of the Indemnifying Party under or contemplated by

this Agreement;

18.4.4 Any liens (statutory or otherwise), claims, charges, security interests, mortgages, assignments or other encumbrances or failures of title or right of use, including any laborers', suppliers', mechanics' or materialmens' liens (each, a "Lien"), suffered or incurred by the Indemnifying Party or its contractors, vendors, or suppliers of an tier, or by the Indemnifying Party's agents, against or affecting either Party or its facilities or properties, including rights of way and easements, on account of the activities or obligations of the Indemnifying Party under or contemplated by this Agreement; or

18.4.5 Any leak, spill, discharge, release or dumping by the Indemnifying Party or its contractors, vendors, or suppliers of any tier, or by the Indemnifying Party's agents, of any pollutant, contaminant, waste or hazardous material that is identified or regulated under any Applicable Law, rule or regulation.

18.5 Limitations on Damages

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF PRODUCT OR PRODUCTION, WHENEVER ARISING OUT OF THE ACTIONS TAKEN BY OR THE OMISSIONS OF SUCH PARTY UNDER THIS AGREEMENT, AND NO CLAIM FOR ANY SUCH DAMAGES SHALL BE MADE BY EITHER PARTY AGAINST THE OTHER, WHETHER SUCH CLAIM IS BASED OR CLAIMED TO BE BASED ON SOLE, CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, FAULT, BREACH OF WARRANTY, BREACH OF AGREEMENT, STATUTE, STRICT LIABILITY OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY.

19. Insurance.

19.4 Insurance Types and Levels

At all times while this Agreement is in effect, Supplier shall obtain and maintain the following insurance:

19.4.1 Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the state where the work is performed with limits for Employer's Liability of \$1,000,000 per accident or disease, \$1,000,000 policy limit on disease;

19.4.2 Commercial General Liability Insurance with Products & Completed Operations and Contractual Liability Coverage for claims alleging bodily injury including death, and damage to property of others, including Explosion, Collapse and Underground (XCU) with limits of \$1,000,000 per occurrence;

19.4.3 Automobile Liability Insurance covering owned, non-owned, rented, and hired

vehicles with combined single limits of \$1,000,000 per occurrence;

19.4.4 Pollution Liability Insurance, sudden and accidental event, for claims alleging bodily injury and property damage, including cleanup costs and defense, with a limit of \$1,000,000 per occurrence; and

19.4.5 Excess Liability Insurance for claims alleging bodily injury including death and damage to property with a limit of \$5,000,000 per occurrence.

19.5 Insurance Endorsements

All insurance coverage must be endorsed with a Waiver of Subrogation Endorsement, effectively waiving a Supplier’s right of subrogation with respect to the County. The insurance shall reflect that the County is an additional insured. Upon request the Supplier shall furnish to the County, evidence of insurance coverage, in form satisfactory to the County in its reasonable discretion, as evidence showing that the insurance policies to be carried in accordance with this provision have been obtained.

20. Notices

All notices and other communication (“Notices”) given or made pursuant to this Agreement will be in writing and sent by facsimile transmission, overnight courier service, personal delivery, mail or electronic mail (“e-mail”) to the persons and at the addresses for the Parties noted below, or to such other address(es) or number(s) for a Party as such Party may designate by prior notice given in accordance with this provision to the other Party. Notices will be deemed duly given: (i) when sent by facsimile transmission, provided that the sender has received electronic or voice confirmation of the recipient’s receipt of such transmission; (ii) if sent by overnight or international courier service, when receipt by the recipient is confirmed by such service; (iii) if mailed or delivered by personal delivery, when received by the recipient; or (iv) when sent by e-mail, provided that the sender has received electronic or voice confirmation that the recipient has read such transmission (e.g., a “read receipt” or a reply).

All Notices to be sent to Supplier shall be addressed and delivered to:

Company Name
Address
Address
Attention
Email:

All Notices to be sent to County shall be addressed and delivered to:

County of Dane
1919 Alliant Energy Center Way
Madison, WI 53715
Attention: John Welch, Director
Email: Welch.John@danecounty.gov

21. Assignment

Except as hereinafter provided in this Section, neither this Agreement nor any interest herein may be assigned or transferred by either Party in any manner, unless the assigning or transferring Party obtains the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, and any attempted assignment or transfer without such consent need not be recognized or accepted by the other Party. Either Party may, without the need for any consent from the other Party (and without relieving the assigning Party from liability hereunder), assign or transfer its rights and obligations hereunder to any parent, subsidiary or other affiliate of such Party. Either Party may, without the consent of the other Party, grant a lien or security interest in or collaterally assign or pledge its interest in this Agreement as security for such Party's indebtedness. No assignment or transfer shall be effective as to the other Party unless and until (i) the aforementioned consent is granted (if required), (ii) the assigning Party and the assignee notify the other Party of such assignment and (iii) the assignee acknowledges in writing for the benefit of the other Party that such assignee has assumed the obligations of the assigning Party under this Agreement and is bound by the terms and conditions hereof. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

22. Miscellaneous

22.4 Legal Action

This Agreement shall be governed by, and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, excluding any conflict of laws principles that would require the application of the laws of another jurisdiction. The exclusive venue for any action brought in connection with this Agreement shall be the Dane County Circuit Court. Either Party may enforce this Agreement by appropriate legal action and the prevailing Party shall recover its reasonable attorneys' fees, court costs, and reasonable expenses in connection therewith from the other Party. The determination of which Party prevails for the purposes of awarding fees, costs, and expenses under this Section shall be made by the judge, arbitrator, or other adjudicator, as applicable.

22.5 Captions

The titles and captions to the sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

22.6 Amendments and Waivers

This Agreement may be modified or amended only by an instrument in writing executed by both Parties. Either Party may, but only by a written instrument, waive compliance by the other Party with any term or provision of this Agreement. The waiver by either Party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

22.7 Entire Agreement; Conflicts

This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements, understandings,

covenants, representations or warranties relating to such subject matter. To the extent that there may be any conflicts or inconsistencies between the terms set forth on the exhibits attached hereto and those set forth in the body of this Agreement, those set forth in the body of this Agreement shall control.

22.8 Counterparts

This Agreement may be executed in counterparts, without the necessity that both Parties execute the same counterpart, each of which shall be deemed an original but which together will constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages hereto by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures of representatives of the Parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

22.9 Confidentiality of Terms

The Parties agree that the terms of this Agreement are proprietary information and regarded as Confidential Information. Supplier shall hold all Confidential Information in strict confidence and shall not disclose it to any third party, directly or indirectly, or acknowledge the existence thereof, without the County's prior written permission. The parties hereto recognize that the Confidential Information constitutes "trade secrets" of the Discloser, entitled to all common law and statutory protections afforded to such trade secrets under applicable law. Supplier acknowledges that County is subject to the Wisconsin Public Records Law. County will not release information claimed by Supplier to be a trade secret as defined by s. 134.901(1)(c) without first notifying Supplier and affording them the opportunity to challenge in Dane County Circuit Court the requester's right to access such information. The entire burden of maintaining and defending the trade secret designation shall be on supplier. Supplier 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, County shall be obligated and will release the information. Supplier shall use the Confidential Information only for the purposes described herein and agrees to use at least the same degree of care as it uses with respect to its own Confidential Information (and in no event less than reasonable care) to protect the confidentiality of such Confidential Information and to prevent its unauthorized use or dissemination. Supplier shall only disclose County's Confidential Information to Supplier's Representatives having a strict reason to know and who have been advised of and accepted the restrictions on its disclosure and use provided herein as if they were parties to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Agreement Effective Date first above written.

COUNTY OF DANE

COMPANY NAME

By: _____

Name: _____

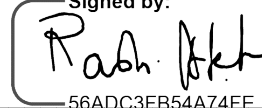
Title: _____

By: _____

Name: _____

Title: _____

Signed by:



By: _____

Name: Rashi Akki

Title: President,
Demeter Ag-Grid

By: _____

Name: _____

Title: _____

The parties acknowledge that the attachments are subject to review by the US EPA. The parties agree to modify the attachments to the extent necessary to comply with any changes required by the EPA provided that any such revisions or amendments do not materially change the economic risks or benefits of the Parties under this Agreement.

ATTACHMENT A
ANR TARIFF GAS QUALITY LIMITS

Parameter	ANR Pipeline Specifications
Heating Value (BTU/ft ³)	967 - 1,200
Hydrogen Sulfide (ppmv) ¹	< 4
Total Sulfur (ppmv) ²	< 320
Oxygen (% by volume)	< 1
Carbon Dioxide (% by volume)	< 2
Nitrogen (% by volume)	< 3
Water Vapor (lb./1x10 ⁶ ft ³)	< 7
Temperature (deg. F)	40 < T < 120
Hydrocarbon Dew Point (deg. F) ³	> 15
Pressure (psig) ⁴	600 - 975

¹ 16 ppmv ~1 grain/100 ft³

² Including sulfur in any hydrogen sulfide and mercaptans

³ Additional language in Federal Energy Regulatory Commission (FERC) Gas Tariff for ANR Pipeline Company (Third Revised Volume No. 1) – Section 6.13

⁴ Additional language in FERC Gas Tariff for ANR Pipeline Company (Third Revised Volume No. 1) – Section 6.11

ATTACHMENT B
SUPPLIER METER LIMITS

Dane County requires RNG Supplier to operate in a tighter range than ANR Pipeline Specifications Attachment A).

Parameter	Supplier Meter Limits
Heating Value (BTU/ft ³)	972 < BTU/ft ³ < 1190
Hydrogen Sulfide (ppmv)	< 3.0
Total Sulfur (ppmv)	< 300
Oxygen (% by volume)	< 0.8
Carbon Dioxide (% by volume)	< 1.8
Nitrogen (% by volume)	< 2.8
Moisture Dew Point (F at 200 psig) ³	< -55

¹ 16 ppmv ~1 grain/100 ft³

² Including sulfur in any hydrogen sulfide and mercaptans

³ Equal to 3.3 ppm(v) or 0.20 lb/MMSCF

ATTACHMENT C
RIN GENERATION PROTOCOL

See Attached RIN Generation Protocol, dated September 18, 2024

ATTACHMENT D
SUPPLY SOURCES

Gas delivered to the delivery point shall be sourced from the following projects:

Farm	Location	Maximum Daily Volume	RINs/ LCFS Management
Demeter	6321 Cuba Valley Road, Dane, WI 53529	600 dekatherms per day	US Gain



DANE COUNTY DEPARTMENT OF WASTE & RENEWABLES

County Executive Jamie Kuhn
Director John Welch, PE
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

RIN Generation Protocol

1.0 Purpose

The purpose of this document is to update the Dane County Department of Waste & Renewables (W&R) Renewable Natural Gas (RNG) Facility's RIN Generation Protocol. The RIN Generation Protocol for the facility was previously submitted to and approved by the United States Environmental Protection Agency (EPA). The update is in response to changes in the Renewable Fuel Standard (RFS) program as put forth by the Biogas Regulatory Reform Rule (BRRR). Primary changes in this protocol include language identifying the Biogas Facility and the associated equipment and to remove language regarding dispensing requirements.

W&R will be the designated Biogas Producer, RIN Generator, and RNG Producer for a landfill biogas to Renewable Compressed Natural Gas ("CNG") pathway. The designated Biogas Facility is located at 7102 Maahic Way, Madison, WI 53718 while the designated RNG Facility is located at 7242 Maahic Way, Madison, WI 53718.

2.0 Project Background

W&R, headquartered in Madison, Wisconsin, owns and operates the Dane County Landfill Site No. 2 (Rodefild Landfill), which has been in operation since 1985 and a RNG Facility that has been in operation since 2019.

The RNG Facility consists of the RNG Plant, Offload Station, and Balance of Plant systems. The RNG Plant is the landfill biogas to RNG upgrading system. The Offload Station receives deliveries of RNG from third-parties. The Balance of Plant systems are those that support the facility's operation.

Landfill gas blowers are used to extract the biogas from the landfill via a gas collection and control system (GCCS), which includes approximately 86 vertical gas extraction wells and a system of piping that conveys biogas to the RNG Plant. Prior to reaching the RNG Plant, a portion of the biogas with high hydrogen sulfide content is pretreated for hydrogen sulfide and conditioned through activated carbon H₂S vessels with all biogas processed through a heat-exchanger for initial dewatering. Biogas that does not enter the RNG Plant is combusted in a landfill flare.

As biogas enters the RNG Plant, it is metered for quality and flow. Quality measurements (including methane, carbon dioxide, oxygen, and hydrogen sulfide) are performed by an Awite AWIFLEX XL integrated analyzer (Meter 'A', serial 2919_19). The integrated analyzer includes individual sensors for each item. Biogas flow is measured by a Fox Thermal FT1 thermal mass flow meter (Meter 'B', serial F16955) that is calibrated for a gas mixture similar to the landfill biogas.

The RNG Plant upgrades landfill biogas to RNG and is composed of seven main processes. These processes are: bulk hydrogen sulfide removal, dehydration, hydrogen sulfide polishing, volatile organic compound (VOC) removal, pressure swing adsorption (PSA), regenerative thermal oxidization (RTO) of flue gas, and compression for pipeline injection.

Prior to injection into the ANR Pipeline, landfill RNG is metered for quality and flow according to several specific standards. RNG quality is measured by the ABB NGC8206 gas chromatograph (Meter 'C', serial T184241194) according to ASTM D3588 Standard Practice for Calculating Heat Value, Compressibility Factor, and Relative Density of Gaseous Fuels. The Micro Motion Elite Coriolis flow meter (Meter 'D', serial 14851697) measures mass and density on a continuous basis and accuracy is independent of operating temperature, pressure, and fluid composition.

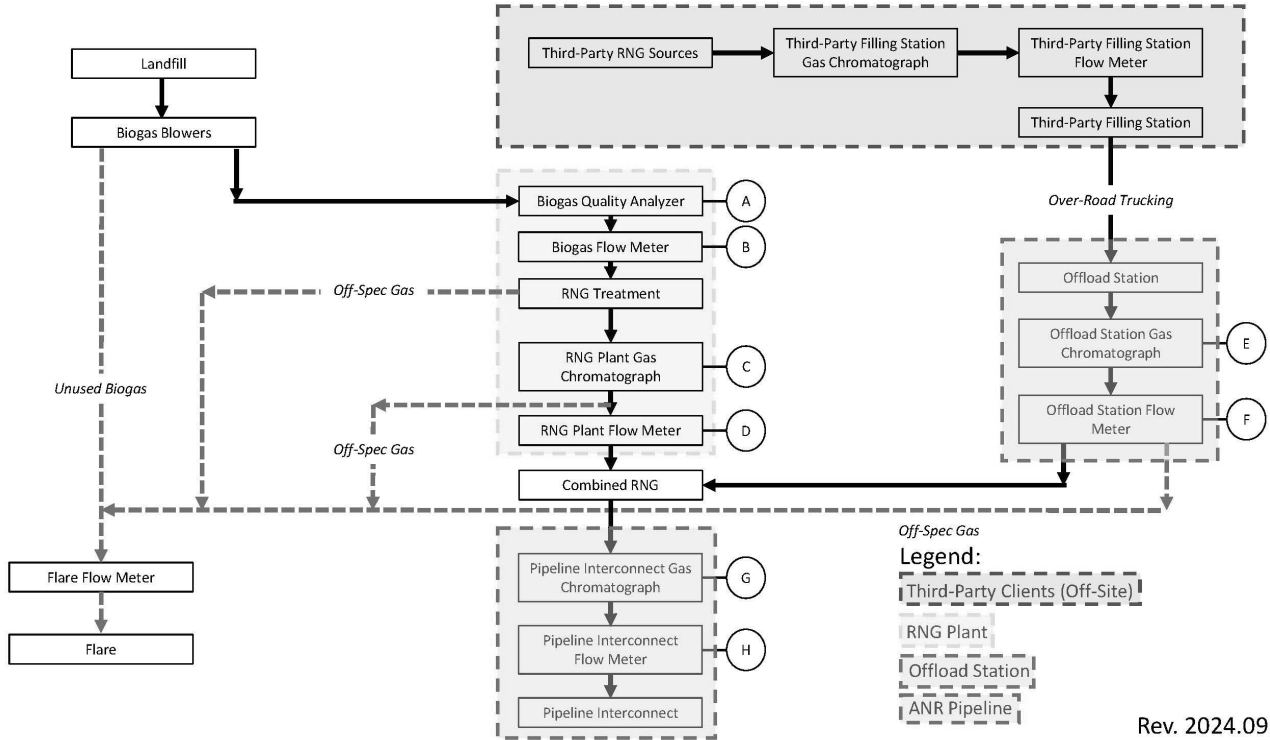
The RNG Facility also includes an Offload Station that receives deliveries of RNG from third-parties. The Offload Station includes equipment that connects to compressed RNG transportation trailers, a decanting system, and dedicated metering equipment. The decanting system heats, regulates pressure, and controls flow for the Offload Station. With the physical system controls and operational processes put in place to ensure data collection, data security, and the reconciliation process with the Offload Station, EPA has approved W&R to receive RNG from multiple off-site sources.

Before injection into the ANR Pipeline, the offloaded RNG is metered for quality and flow according to several specific standards. RNG quality is measured by the ABB NGC8206 gas chromatograph (Meter 'E', serial T184241193) according to ASTM D3588 Standard Practice for Calculating Heat Value, Compressibility Factor, and Relative Density of Gaseous Fuels. The Micro Motion Elite Coriolis flow meter (Meter 'F', serial 14851698) measures mass and density on a continuous basis and accuracy is independent of operating temperature, pressure, and fluid composition.

After RNG from both the RNG Plant and Offload Station undergo separate metering and monitoring, both streams are combined for metering and monitoring by ANR Pipeline prior to pipeline injection (Meter 'G', serial T184241192 and 'H', serial 14853666).

3.0 Process Flow Diagram

Although the boundary of this submission is only for biogas and RNG produced by W&R, W&R will continue to receive RNG produced from other biogas and RNG facilities owned and operated by third-party clients. **W&R is NOT the Biogas Producer, RNG Producer, or RIN Separator for the third-party clients.** W&R is serving a similar role to the ANR pipeline and supports the physical pathway and metering of quality and flow.



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4.0 Allocation Methodology

RNG brought to the Offload Station by third-party clients requires separate RFS registration packages. How this gas is measured and tracked is important to the RIN generation protocol for the RNG Plant. The Offload Station includes a flow meter (Meter 'F', 14851698), gas chromatograph (GC) (Meter 'E', serial T184241193), and various analyzers to monitor flow, BTU, and other characteristics of third-party RNG, as required by the ANR Pipeline.

W&R's RNG Plant has a separate but identical flow meter (Meter 'D', serial 14851697), GC (Meter 'C', serial T184241194), and various analyzers to meter and monitor the landfill RNG. After each source is monitored and metered independently, the sources are combined, metered, and monitored through ANR owned equipment (Meter 'G', serial T184241192, and Meter 'H', serial 14853666). Only volumes of RNG as metered and measured by ANR Pipeline can be used to generate RINs. W&R has created procedures on how to handle scenarios when the ANR Pipeline quantities do not equal the sum of the W&R RNG Plant meter and of the Offload Station meter.

Meters 'A' (serial 2919 19) and 'B' (serial F16955): Are a dedicated flow meter and analyzer to meter and monitor Biogas produced from the W&R landfill and entering the RNG Plant.

Meters 'C' (serial T184241194) and 'D' (serial 14851697): Are a dedicated flow meter and GC to meter and monitor RNG produced from the W&R RNG Plant.

Meters 'E' (serial T184241193) and 'F' (serial 14851698): Are a flow meter and GC for multiple third-parties delivering RNG to the Offload Station. W&R assigns passwords and/or unique key cards, which third-party clients utilize to initiate offloads. Each load is assigned an identity which is confirmed with the Bill of Lading.

Meter 'G' (serial T184241192) and 'H' (serial 14853666): Are the ANR Pipeline flow meter and GC.

Pipeline Intersection Scenario #1: $H < D + F$

If the ANR meter (Meter H, serial 14853666) totals less than Meter D (serial 14851697) plus Meter F (serial 14851698), W&R will use its meter (Meter D, serial 14851697) and subtract it from the ANR total injection meter (Meter H, serial 14853666) to calculate the RNG injected from third-parties. W&R will then issue affidavits, as necessary, to the third-parties based on the remaining energy content injected during the offload event time period. For example:

- The RNG Plant meter (Meter D, serial 14851697) totals 200 MMBtu for the time period during which a trailer with off-site RNG is offloaded.
- The Offload Station meter (Meter F, serial 14851698) totals 200 MMBtu for the load of off-site RNG.
- The ANR Pipeline meter (Meter H, serial 14853666) totals 390 MMBtu for the time period during which a trailer with off-site RNG is offloaded.
- W&R generates RINs on 200 MMBtu injected into the pipeline.
- W&R issues an affidavit, as necessary, to the third-party for the remaining 190 MMBtu (not the 200 MMBtu recorded by Meter F, serial 14851698) injected by the third-party during that offload event, based on the unique key card/password entered by the third-party.
- This allows for a total RIN generation for both sources, during the offload event time period, to be 390 MMBtu which matches the total from the ANR Pipeline meter.
- At the end of each month, W&R will compile and check all injection data against the final issued ANR Pipeline statement and verify the ANR Pipeline totals are greater than, or equal to, the summation of offload injection and landfill RNG injection data. After W&R verifies injection data, supporting documentation will be provided to third-parties for use in their RIN Generation Protocols.

Pipeline Intersection Scenario #2: $H > D + F$

If the ANR Pipeline Meter (Meter H, serial 14853666) totals greater than Meter D (serial 14851697) plus Meter F (serial 14851698), W&R will use the lesser RNG totals to generate RINs (Scenario #2). W&R will generate RINs on Meter D (serial 14851697) and issue affidavits, as necessary, to third-parties based on Meter F (serial 14851698) during the offload event time period. For example:

- The RNG Plant meter (Meter D, serial 14851697) totals 200 MMBtu for the time period during which a trailer with off-site gas is offloaded.
- The Offload Station meter (Meter F, serial 14851698) totals 200 MMBtu for the load of off-site gas.
- The ANR Pipeline meter (Meter H, serial 14853666) totals 410 MMBtu for the time period during which a trailer with off-site gas is offloaded.
- W&R generates RINs on 200 MMBtu injected into the pipeline.
- W&R issues an affidavit, as necessary, to the third-party for the 200 MMBtu measured on Meter F (serial 14851698) and injected into the pipeline by the third-party, based on the unique key card/password entered by the third-party.
- This allows for a total RIN generation from both sources, during the offload event time period, to be 400 MMBtu which is less than the 410 MMBtu metered by the ANR Pipeline meter.

- At the end of each month, W&R will compile and check all injection data against the final issued ANR Pipeline statement and verify the ANR Pipeline totals are greater than, or equal to, the summation of offload injection and landfill RNG injection data. After W&R verifies injection data, supporting documentation will be provided to third-parties for use in their RIN Generation Protocols.

W&R will prepare and deliver the following documents to third-parties and the RNG Plant Quality Assurance Plan (QAP) provider to support RIN Generation Protocols:

- ANR Monthly Injection Statement
 - Supplied by ANR Pipeline Company and includes the daily volume and energy injected and recorded by the ANR Pipeline meter for a totalized monthly statement.
- RNG Plant Monthly Injection Statement
 - Supplied by W&R SCADA system and includes the daily volume and energy injected and recorded by RNG Plant meter, the Offload Station meter, and ANR Pipeline meter.
- Offload Station Monthly Report
 - Supplied by W&R SCADA system and includes date, time, and origin of each batch, the corresponding batch number, batch injection volume and energy, and corresponding ANR and RNG Plant meter data. Note, only one (1) batch/truck may be offloaded at any given time.
- Reconciliation Monthly Report
 - Supplied by W&R staff and includes each reconciled batch energy injection with corresponding time, date, source, and batch number.
- Monthly Invoice for Third-Party Clients
 - Supplied by W&R staff and includes date, time, batch number, reconciled energy injection and flare volumes.
- Monthly Affidavit for Third-Party Clients, as necessary
 - Supplied by W&R staff and includes reconciled energy and batch numbers per source.

5.0 Data Substitution Methodology

In the event of data loss caused by equipment malfunction, data collection system failure, or reason that may cause disruption to normal RIN Generation Protocols, W&R will make best efforts to minimize the data loss, recover data from other available systems, and where necessary substitute with best available information. While each case may be unique and require specific interventions, the following scenarios and substitution methods are illustrated below:

ANR Pipeline Meter Failure

In the event meter data from ANR Pipeline is lost or unavailable, the data will be substituted with the combined meter totals from the RNG Plant and Offload Station during that time period.

RNG Plant or Offload Station Meter Failure

In the event meter data from the RNG Plant or Offload Station is lost or unavailable, the data will be substituted by net calculation of available meter data from ANR Pipeline. For example, if the Offload Station meter data was lost, the recorded meter data from the RNG Plant will be subtracted from the ANR interconnect meter during the same time period. The result will be assigned to the Offload Station. In the event where multiple third-party clients are impacted by the data loss, equitable distribution will be determined by available data including trailer capacity, starting pressure, offload durations, and historical averages.

GC or Analyzer Failure

In the event that a GC or the biogas analyzer fails, or data is lost or unavailable, the data will be substituted generally in the following order:

- Duplicate adjacent measurements of inline process instrumentation.
- Interpolation of available data immediately before, after, or close to the data loss event.
- Net calculation from other available inline process data.
- Using temporary manual measurement methods, with sufficient frequency, to confidently substitute time periods without regular inline monitoring.

6.0 RIN Equivalence Value

77,000 Btu (lower heating value) of compressed natural gas (CNG) or liquefied natural gas (LNG) shall represent one gallon of renewable fuel with an equivalence value of 1.0¹. RNG is typically measured as higher heating value and must be converted to lower heating value in the RIN generation calculation.

This equates to approximately 11.6935 RINs per MMBtu of RNG:

$$X \text{ mmbtu HHV} \times \frac{0.9004 \text{ LHV}}{1 \text{ HHV}} \times \frac{1,000,000 \text{ btu}}{1 \text{ mmbtu}} \times \frac{1 \text{ RIN}}{77,000 \text{ btu}}$$

7.0 Frequency of RIN Generation

According to §80.1426(d): A “batch of renewable fuel” is a volume of renewable fuel that has been assigned a unique identifier within a calendar year by the producer or importer of the renewable fuel in accordance with the provisions of §80.1426 and §80.1425. A batch of renewable fuel cannot represent renewable fuel produced or imported in excess of one calendar month.

W&R will generate RINs monthly for the RNG Plant once all necessary documentation is collected, as listed below (refer to Section 4.0 for additional information).

1. ANR Monthly Injection Statement
2. RNG Plant Monthly Injection Statement
3. Offload Station Monthly Report

¹ According to §80.1415

4. Reconciliation Monthly Report
5. Monthly Invoice for Third-Party Clients
6. Monthly Affidavit for Third-Party Clients, as necessary

W&R will generate RINs once per month for the RNG Plant based on the prior month's generation data. RINs will be generated within five (5) business days of W&R's receipt of all necessary pipeline statements and other relevant data for the prior month.

Approved by:

A handwritten signature in black ink, appearing to read "John Welch", written over a light gray signature line.

RCO: John Welch

Date: September 18th, 2024