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December 9, 2024

VIA ELECTRONIC FILING

Mr. William Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

Re: In the Matter of a Miscellaneous Tariff Change – Addition of Rate Class to Establish
Renewable Natural Gas Interconnection Service
Docket No. G-022/M-24-236

Dear Mr. Seuffert:

Greater Minnesota Gas, Inc. (GMG) submitted its request for approval of a tariff addition to the Minnesota Public Utilities Commission (Commission) on July 1, 2024. The Minnesota Department of Commerce, Division of Energy Resources (Department) submitted its initial Comments on October 9, 2024. GMG submitted Reply Comments on November 8, 2024, and the Department filed Supplemental Comments on November 20, 2024. GMG appreciates the Department's analysis and recognition that certain components of the Department's recommendations have been resolved. In the interest of clarifying the specific topics of agreement prior to the Commission meeting considering this docket, GMG submits this letter. Additionally, because GMG believes that there are still areas of the record that lack clarity, GMG takes this opportunity to address them.

In this matter, GMG requests that the Commission approve GMG's proposed addition to its tariff to establish a Renewable Natural Gas Interconnection Service rate and the underlying proposed interconnection agreement which is necessary for a customer to avail itself of the new tariff service. GMG also seeks authorization to recover costs to purchase some of the natural gas commodity produced by interconnected renewable natural gas producers through GMG's Purchased Gas Adjustment (PGA) mechanism, should a supply agreement be entered into between GMG and a producer, with is neither required nor anticipated with every interconnection.

In its Supplemental Comments, the Department reiterated each position identified in its Comments and identified its position on its earlier recommendations. Several recommendations were withdrawn. Others remain and/or were modified. GMG addresses only the recommendations that remain unresolved in the body of this letter, for the sake of clarity. GMG

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also provides a summary regarding its position on each Department recommendation to easily identify areas of agreement. Finally, GMG includes clean copies of its proposed tariff sheet, proposed Interconnection Agreement, and proposed Natural Gas Supply Agreement along with redlines comparing the most current versions proposed documents with those proposed in GMG's initial filing. Since all of the documents are new proposals, GMG does not have any existing documents against which to redline them.

Department Recommendations B.1.1 and B.2.1
**GMG Does Not Object to Maintaining Certain Information
Regarding the Maintenance Fees Paid to GMG By Each
Interconnected RNG Producer but Does Not Agree to Maintain
Granular Data Regarding Ongoing Operation and Maintenance Fees.**

Section 2.16 of GMG's proposed Interconnection Agreement outlines certain associated costs for which an interconnected producer will reimburse or pay to GMG. Section 2.16.1 defines the Contribution in Aid of Construction that a producer will make for GMG's costs of facilities construction. That section expressly includes a true-up provision, so GMG will necessarily be maintaining detailed data to provide a reconciliation to carry out the true-up. Hence, GMG has no objection to maintaining and retaining data related to the costs identified in Section 2.16.1 of the Interconnection Agreement.

Similarly, Section 2.16.3 of the Interconnection Agreement requires an interconnected producer to reimburse GMG for all regulatory costs associated with a project. Therefore, GMG will necessarily be maintaining detailed data of the associated costs to invoice a producer. Consequently, GMG does not object to maintaining and retaining data related to the costs identified in Section 2.16.3 of the Interconnection Agreement.

Section 2.16.2 of the Interconnection Agreement provides that a producer will pay GMG a flat monthly maintenance fee, which is a negotiated rate that is used instead of a provision for reimbursement of fluctuating maintenance costs pursuant to a true-up mechanism. GMG recognizes that its approach may differ from other utilities, but that does not make GMG's approach inherently wrong. Each utility employs its own business model and, while operating in a regulated industry does come with certain limitations as a result of regulation, utilities are not required to utilize identical business models or business methods. In this case, the monthly maintenance fee is the result of an arm's length transaction between two unaffiliated business entities, each of which is a party to the contract. Arm's length transactions are generally presumed to represent a fair deal because they arise from negotiation between the parties, and the Commission has recognized the same with respect to multiple negotiated agreements in other arenas. Companies use the best information available to them at the time of negotiation and base contract terms thereon, each taking into account its priorities and risk tolerance, agreeing to terms that protect the same.

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Producers make large investments to construct RNG production facilities that will be interconnected, for which they need to secure financing. As GMG explained, the producers with which it has discussed interconnection want price certainty and they are willing to pay for it. One of the reasons that price certainty is important to producers is to help them secure financing, as lenders are more inclined to finance a project that has predictable costs. The flat rate maintenance fee is not intended to provide for an exact match between cost recovery and actual expenses, as the Department seems to insist that it must. That is not the mechanism that the parties to GMG's proposed Interconnection Agreement will employ. Rather, the parties will negotiate an amount that satisfies each – one that GMG believes is sufficient to cover costs that it will likely incur for operation and maintenance, which will likely be the highest during the initial year of the contract and which therefore have a level of predictability, and which is high enough to protect itself and its ratepayers into the future – and one that a producer believes is worth the value of price certainty that the agreement provides, knowing that it may be coming at a premium for that producer. The actual amount agreed to lies within the discretion of the parties to the Interconnection Agreement – not to either the Department or the Commission. Moreover, because the Interconnection Agreement allows the parties to negotiate the length of the contract and to refrain from extending it to a subsequent term for any reason, either party may choose not to renew the Interconnection Agreement if circumstances change and that party no longer feels that the maintenance payment is fixed at an appropriate amount; or, the parties to the agreement may choose to negotiate different provisions for a new contract term. Although the Department says that it is not opposed to a levelized maintenance cost, its insistence that the maintenance costs be tracked and re-evaluated throughout the term of the Interconnection Agreement belies that assertion. Tracking and re-evaluation are counter-intuitive to a flat monthly maintenance fee and to the intent of the parties. Therefore, GMG does not agree to modify Section 2.16.2 of the Interconnection Agreement. Similarly, while it is willing to maintain data regarding the amount of the monthly maintenance fee paid by each interconnected producer, it does not intend to track and retain granular data for all of its costs associated with ongoing maintenance and requiring it to do so would be unduly burdensome and unwarranted in light of the arm's length negotiated agreement between the parties.

In summary of GMG's position regarding the Department's requests related to Section 2.16 of the Interconnection Agreement, GMG does not object to maintaining and retaining data related to Section 2.16.1 and 2.16.3 of the Interconnection Agreement, both of which are contained in what is labeled in the Department's Supplemental Comments as Recommendation B.1. However, with regard to Section 2.16.2 of the Interconnection Agreement, contained in the same Department Recommendation B.1, GMG will agree to maintain and retain data regarding the monthly maintenance fee paid by each interconnected producer, but GMG objects to maintaining and retaining granular data for ongoing maintenance costs. To the extent that GMG maintains and retains data related to its RNG interconnection service, it will incorporate that data into its next rate case as appropriate.

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With regard to the Department's insistence that GMG include a provision that its flat monthly maintenance fee be re-evaluated every two years or more, contained in the Department Recommendation B.2, GMG strongly opposes the same and does not agree to modify its maintenance fee provision. Removing price certainty – something that producers need – is likely to have a chilling effect on RNG interconnection and undermine the move toward increased use of renewable energy. Additionally, GMG respectfully asserts that it has the right to negotiate business transactions and that the Department's insistence that it conform to the Department's wishes oversteps the authority of the Department and asks the Commission to overstep the authority granted to it. The Department's mere speculation that a negotiated term might adversely affect ratepayers over time holds no greater weight than GMG's assurance that it will contemplate inflationary impacts when negotiating the maintenance fee to begin with, and that it will do so using the best information available to it to protect the interest of its ratepayers. By asking the Commission to usurp GMG's right to negotiate its own business dealings and expertise in favor of the Department's speculation, the Department invites the Commission to enter territory that extends beyond its regulatory authority into extraneously dictating business operations. Hence, GMG respectfully requests that the Commission approve the maintenance fee as proposed by GMG/

Department Recommendation B.3.1.1

**GMG Will Maintain Its Biogas Quality Standards on its Website,
Will Consider Input from Stakeholders Regarding Quality Standards,
and Will Notify the Commission When Standards Change.**

GMG recognizes that it has an obligation to ensure that any biogas interconnection or service is consistent with GMG's duty to provide safe, reliable natural gas service and it accepts that obligation. GMG believes that its proposal meets that obligation. As GMG explained, its gas quality standards are set based on those approved by FERC for the interstate pipeline that will ultimately receive a producer's natural gas. GMG agrees that it will copy those standards and maintain them on its website. With regard to the Department's insistence that GMG agree to modify its quality standards based on input from various stakeholders, GMG notes that, while it will continue to monitor science and participate in stakeholder discussions, it will defer to the interstate pipeline standards for establishing its gas quality standards, because the gas must meet those standards to be received if the producer is transporting natural gas. In order to avoid having itself and its producers be caught between two sets of differing standards, GMG believes that mirroring the interstate pipeline standards is the best way to ensure that it continues to provide safe, reliable natural gas service and allow producers to interconnect with its system. GMG respectfully submits that if the local stakeholders believe that other quality standards are more reasonable, the appropriate mechanism to change the standards is to address them at a federal level – not by having piecemeal changes made in Minnesota that may not be consistent with

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interstate pipeline standards. Nonetheless, in the interest of cooperation and finding common ground with the Department's recommendation, GMG will engage with and receive input from the stakeholders regarding its gas quality standards and to consider it going forward, particularly where safety is concerned.

Department Recommendation C.1.1

GMG Will Not Agree to Remove the Proposed Price Cap From the Natural Gas Supply Agreement Because Doing So is Detrimental to GMG's Customers and Subjects Them to Price Spikes.

GMG proposes to purchase some natural gas from producers where the parties agree to the same and to recover the costs of the purchased commodity through its PGA mechanism. GMG discussed purchase terms with interested producers and crafted contract language that will be satisfactory to both parties. GMG set its price in a manner that is consistent with the allowed recovery for non-NGIA green initiatives, and it included a price cap to protect its ratepayers from pricing volatility. Minnesota Statutes Section 216B.2427, subds. 3 and 4 implicitly recognize that the cost of green energy can be expensive, possibly exceeding the cost of conventional natural gas and, therefore, it sets a limit on the amount of green energy costs that can be recovered by a utility for green energy in order to protect ratepayers. Subdivision 3 of the statute applies to commodity costs that are part of an NGIA plan, and explicitly caps the cost recovery that the Commission can grant under various circumstances. Subdivision 4 addresses cost recovery for resources procured outside of an NGIA plan, like those at issue here. Like Subdivision 3, Subdivision 4 sets an upper limit for the costs that a utility can recover – that being a cost that is within five percent of the average Ventura and Demarc index prices for conventional natural gas. Capping the cost that a utility can recover protects the utility's customers from incurring high costs for the utility's green initiatives in using innovative resources. GMG's proposal not only provides for a cost that is less than the upper recovery limit imposed by the statute, but it also further protects customers by ensuring that its costs are capped. Having a price cap in place protects ratepayers in the event of a pricing anomaly like that experienced a result of Winter Storm Uri, because it eliminates risk from pricing volatility. Failing to include a price cap leaves GMG and its ratepayers without the flexibility to avoid price spike situations and subjects GMG's ratepayers and shareholders to financial risk for that they can neither help nor control.

The Department maintains that a price cap violates the statute, but that analysis misapprehends both the language and purpose of the statute. Notably, nothing in the statute sets a commodity cost floor for the purchase of innovative resources nor does it speak at all to the actual commodity cost pricing – the statute only limits what a utility can recover for the cost of innovative resources, whether they are procured inside or outside of an NGIA plan. There is nothing in the statute that establishes a floor above which utilities must purchase a producer's commodity. The statutory language does not contain any prohibition against price caps or any

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minimum purchase price requirement. The statute does not say that the purchase price must be at least 95% of the average Ventura and Demarc price. The statute would not allow a utility recover costs that were, for example, 110% of the average Ventura and Demarc price, but there is nothing in the statute that prohibits recovery of costs that are 105% of the average price or below it. The Department's tortured reading of the statute is both incorrect and harmful to ratepayers. When a producer and GMG agree to a price cap for purchase of the producer's commodity as part of an arm's length negotiated transaction, neither the Department nor the Commission should force GMG and its ratepayers to pay a higher price for the commodity. To do so is a nonsensical and illogical interpretation of the statute that imposes non-existent statutory requirements.

GMG believes that the proposed pricing mechanism complies with the statute such that the Commission can approve cost recovery via GMG's PGA. GMG negotiated an agreement that is good for its ratepayers, and one that saves producers money by allowing them to forego transportations costs for the natural gas that GMG will purchase. GMG's philosophy of securing natural gas with as much price certainty as possible has served it and its ratepayers well, including being the only regulated gas utility that did not sustain volatile price spikes resulting from Winter Storm Uri. GMG does not intend to abandon that philosophy and knowingly subject its ratepayers to pricing volatility. Therefore, if the Commission prohibits GMG and interconnected RNG producers from agreeing to arm's length contractual terms that include a price cap to foster price certainty, then GMG will simply not enter into any agreements to purchase natural gas from interconnected producers and producers will necessarily need to transport their gas on GMG's system and incur the costs therefore. That outcome is not the preferred one for either GMG or producers, but if the preferred contract terms will be prohibited by regulatory order, then GMG will withdraw its request for approval of the proposed Natural Gas Supply Agreement. GMG will not, on the basis of principle, commit to buying gas at a cost that puts its ratepayers at risk. In the interest of use of innovative resources, GMG respectfully encourages the Commission to accept its proposed contract terms and allow it to recover the commodity costs through its PGA.

Summary of Position on Department's Recommendations

GMG understands the recommendations listed at the conclusion of the Department's Supplemental Comments to constitute its complete set of recommendations. If that is not the Department's intention, GMG invites the Department to communicate the same. In an attempt to simplify the record and position of GMG with regard to each remaining recommendation of the Department, GMG offers the following summary of its positions, some of which stem from GMG's Reply Comments and some of which stem from the discussion in this letter:

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RNG Interconnection Tariff

- Recommendation A.2 – Modification of Responsibilities
 - GMG made the recommended modifications. A clean proposed tariff sheet and a redline showing the differences from the initially proposed tariff sheet are attached hereto.

RNG Interconnection Agreement

- Recommendation B.1 – Transportation or Supply Charges
 - GMG agrees to maintain the requested data for Articles 2.16.1 and 2.16.3.
 - GMG opposes the request as it relates to Article 2.16.2 because GMG proposed a flat maintenance fee and maintaining the granular data requested by the Department is unduly burdensome, as it is not germane to the maintenance agreement; however, GMG does agree to maintain data regarding the monthly maintenance fee paid by each producer.
- Recommendation B.2 – Maintenance Cost Increases
 - GMG opposes the recommendation and does not agree to re-evaluate its maintenance fee every two years because that undermines the price certainty that the parties to the agreement want and will contract for.
- Recommendation B.3 – Publication of Gas Quality Standards
 - GMG agrees that will ensure that any biogas interconnection or service is consistent with its obligation to provide safe and reliable service.
 - GMG agrees that it will maintain its quality standards and testing requirements on its website.
 - GMG agrees that it will notify the Commission when it changes its quality standards.
 - GMG does not agree to commit to periodically updating its quality standards “according to the best available science, after consulting with stakeholders, the Minnesota Department of Commerce, and the Minnesota Department of Pipeline Safety” because its quality standards will match those of the interstate pipeline that will be receiving a producer’s natural gas; however, GMG does agree to engage with the identified stakeholders to listen to and consider input.

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Natural Gas Supply Agreement

- Recommendation C.1 – Purchase Price
 - GMG opposes removing the \$8/Dkt price cap from its proposed natural gas supply agreement because doing so is adverse to its ratepayers since it creates unlimited price exposure.
 - If the Commission does not accept GMG’s interpretation of the statute and allow a price cap negotiated by GMG and the producer, then GMG withdraws its request for approval of its Natural Gas Supply Agreement, and it simply will not purchase innovative resources. In that event, interconnected producers will only transport gas on GMG’s system.

- Recommendation C.2 – Missing Price Data
 - GMG agrees that if either the Ventura or Demarc markets do not have a reported available price, the price shall be the one that is reported.

Other Topics

- Recommendation D.1 – New Facility Compliance Filings
 - GMG agrees to the recommended compliance filings within 30 days of acceptance of another interconnected producer’s natural gas into its system.

- Recommendation D.2 – Annual Compliance Filings
 - GMG agrees to make the annual compliance filings recommended in Parts A through E of the Department’s Recommendation.

- Recommendation D.4 – GMG Affiliates
 - GMG agrees to the recommended reporting if any affiliates of GMG become involved in any RNG interconnection project.

- Recommendation D.5 – Inflation Reduction Act
 - GMG agrees to continue monitoring the IRA for opportunities that align with its RNG interconnection service.

- Recommendation D.6 – Cost Tracking
 - GMG agrees to separately track its costs related to its RNG Interconnection Service and to track the total RNG received from each RNG supplier.

All parties on the official service list have been provided with a copy of this request. Thank you for your assistance. Please do not hesitate to contact me should you have any questions or concerns or if you require additional information. My direct dial number is (507) 209-2110 and my email address is kanderson@greatermngas.com.



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Sincerely,

GREATER MINNESOTA GAS, INC.

/s/
Kristine A. Anderson
Corporate Attorney

cc: Official Service List

Interconnection Agreement

Customer must sign a separate Interconnection Agreement for each delivery point.

Customer Interconnection Reimbursement

Consistent with the terms set forth in the Interconnection Agreement, extension of Interconnection service to Customer shall be subject to payment by Customer for all costs incurred by Company to design, install, and construct required interconnection facilities to provide service as set forth in Section 2.1 of the Interconnection Agreement. Upon Customer's compliance with the relevant terms of the Interconnection Agreement regarding payments, Company will construct, install, own, operate, and maintain the necessary facilities to interconnect Customer's premises to the Company's distribution system, gas monitoring equipment, control valve(s), and any other associated facilities for interconnection to ensure gas quality and protection of the Company's distribution system. Customer shall be solely responsible for the design, procurement, construction and installation of the facilities detailed in Section 2.2 of the Interconnection Agreement at its sole cost and expense.

Required Interconnection Services

Consistent with the terms set forth in the Interconnection Agreement, Company shall be responsible for provision of the services delineated in Section 2.10 of the Interconnection Agreement through the initial term and any subsequent terms of the Agreement. Customer shall be responsible for provision of the services delineated in Section 2.11 of the Interconnection Agreement through the initial term and any subsequent terms of the Agreement.

Date Filed: June 24, 2024
By: Cody Chilson
President

Effective Date: _____

Docket No. G022/M-24-_____

Order Date: _____

**RENEWABLE NATURAL GAS PRODUCER
INTERCONNECTION SERVICE
Rate Code RNG IC-1**

Section V

Sheet No. _____

Availability

Available to any producer of renewable natural gas (RNG) in All Rate Areas.

Applicability and Character of Service

Service under this rate schedule applies to any producer of renewable natural gas (RNG) or natural gas derived from RNG by removal of the environmental attributes (NG) who has entered into a Renewable Natural Gas Facilities Interconnection Agreement (Interconnection Agreement) for the purpose of GMG receiving RNG or NG utilizing the Company's distribution system at a metered location on Customer's premises. For purposes of this tariff and the Interconnection Agreement, RNG means pipeline compatible gaseous fuel that has been derived from the anaerobic biological decomposition of organic materials and NG means the RNG without the associated environmental attributes. The Company's acceptance of Customer's RNG or NG is contingent upon the RNG or NG meeting or exceeding the Company's testing and quality specifications as set forth in Company's Gas Quality Specification as detailed in the Interconnection Agreement. Service under this rate schedule is subject to the terms and conditions contained in the Interconnection Agreement.

Once approved as a Customer under the rate schedule, the acceptance of a producer's RNG or NG is contingent on the RNG or NG meeting the testing and quality requirements set forth in the Interconnect Agreement on an ongoing basis.

Service under this rate schedule is not available to any RNG producer that derives or collects RNG or NG from a hazardous waste landfill.

Rate

Maintenance Fee As set forth in Interconnection Agreement

Renewable Natural Gas Producer Interconnection Service is not subject to charges billed under the ECO Conservation Improvement Program or other rate riders based on natural gas consumption or transportation as may exist from time to time.

Monthly Minimum Charge

Maintenance Fee plus applicable taxes and any resulting pipeline or supply charges assessed to Company and caused by Customer's interconnection activities.

Late Payment Charge

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided in the General Rules and Regulations, Section VI-2.

Nomination and Gas Delivery Specifications

Customer must supply the volumes designated in the Interconnection Agreement, at the rate and pressure specified in the Interconnection Agreement, and consistent with the quality requirements set forth in Company's Gas Quality Specification as detailed in the Interconnection Agreement.

Interconnection Agreement

Date Filed: June 24, 2024
By: Cody Chilson
President

Effective Date: _____

Docket No. G022/M-24-_____

Order Date: _____

Greater Minnesota Gas, Inc.
~~Faribault, Minnesota 55024~~
Gas Rate Book

~~Customer must sign a separate Interconnection Agreement for each delivery point.~~

**RENEWABLE NATURAL GAS PRODUCER
INTERCONNECTION SERVICE
Rate Code RNG IC-1**

Section V
Sheet No. _____

Interconnection Agreement

~~Customer must sign a separate Interconnection Agreement for each delivery point.~~

Customer Interconnection Reimbursement

Consistent with the terms set forth in the Interconnection Agreement, extension of Interconnection service to Customer shall be subject to payment by Customer for all costs incurred by Company to design, install, and construct required interconnection facilities to provide service- as set forth in Section 2.1 of the Interconnection Agreement. Upon Customer's compliance with the relevant terms of the Interconnection Agreement regarding payments, Company will construct, install, own, operate, and maintain the necessary facilities to interconnect Customer's premises to the Company's distribution system, gas monitoring equipment, control valve(s), and any other associated facilities for interconnection to ensure gas quality and protection of the Company's distribution system. Customer shall be solely responsible for the design, procurement, construction and installation of the facilities detailed in Section 2.2 of the Interconnection Agreement at its sole cost and expense.

Required Interconnection Services

Consistent with the terms set forth in the Interconnection Agreement, Company shall be responsible for provision of the services delineated in Section 2.10 of the Interconnection Agreement through the initial term and any subsequent terms of the Agreement. Customer shall be responsible for provision of the services delineated in Section 2.11 of the Interconnection Agreement through the initial term and any subsequent terms of the Agreement.

Date Filed: June 24, 2024
By: Cody Chilson
President

Effective Date: _____

Docket No. G022/M-24-_____

Order Date: _____

**RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT
BETWEEN
GREATER MINNESOTA GAS, INC. AND [RNG PRODUCER]**

THIS RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT (Agreement) is made and entered into as of this ____ day of _____, 20____, by and between Greater Minnesota Gas, Inc., a Minnesota corporation (GMG), and [RNG Producer], a [state and type of company] (Producer). GMG and Producer are also referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, GMG owns and operates an intrastate natural gas distribution system within the State of Minnesota and is regulated by the Minnesota Public Utilities Commission (MPUC); and,

WHEREAS, Producer does or will own and operate an anaerobic digester and related biogas conditioning and upgrading facilities to collect, treat, and compress gas generated from biomass at [Producer's location where interconnect facilities will be located], Minnesota to produce pipeline ready renewable natural gas (Production Facility) and Producer has exclusive rights to the biomass generated at the Production Facility; and,

WHEREAS, Producer desires to inject pipeline ready natural gas generated at the Production Facility into the GMG distribution network via an interconnection point and meter station as further described herein; and,

WHEREAS, GMG desires to receive the natural gas generated at the Production Facility into GMG's natural gas distribution system (GMG's System); and,

WHEREAS, the Parties desire to set forth additional terms and conditions regarding their respective rights and obligations related to transactions for the injection of the natural gas produced by Producer's Production Facility, and the related interconnect, whereby GMG will be the Party receiving the natural gas and Producer will be the Party delivering the natural gas; and,

WHEREAS, the Parties have negotiated and agreed to the terms contained herein;

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

AGREEMENT

**ARTICLE 1
Definitions**

Capitalized terms that are not otherwise defined herein shall be given the following meanings for purposes of this Agreement:

1.1 "Confidential Information" means: (a) any confidential, non-public information, or materials of the disclosing Party or its affiliates provided by such Party or any of its representatives pursuant to this Agreement whether in tangible form or disclosed orally, and all notes, analyses, compilations, studies, interpretations, memoranda, reports, or other documents (regardless of the form thereof) prepared by the Party receiving such information or materials (or such Party's representatives) which contain, reflect, or are based upon, in whole or in part, any such information or materials; (b) the trade secrets of any Party; and (c) all technical information, whether or not any such information is specifically identified as confidential. "Confidential Information" shall not include (d) information or materials that the receiving Party can demonstrate (i) at the time of disclosure or thereafter is generally available to and known to the public or became generally available to and known to the public other than as the result of the act or omission attributable to the receiving Party or any of its representatives; (ii) is developed by the receiving Party or any of its representatives without reliance on any Confidential Information; or (iii) is or was available to the receiving Party or its representatives on a non-confidential basis from a source other than the disclosing Party or the disclosing Party's affiliates who, insofar as is known to the receiving Party or its representatives, after reasonable inquiry, is not prohibited from transmitting such information to the receiving Party or its representatives by a contractual, legal or fiduciary obligation to the disclosing Party; or (e) information or materials disclosed by a Party to such Party's affiliates or such Party's or such Party's affiliates' representatives.

1.2 "Environmental Attributes" shall mean carbon credits, greenhouse gas offsets, green tags, renewable energy credits, production tax credits, allowances for air emissions, or renewable identification numbers, nutrient trading credits, similar financial incentives or subsidies, or other similar instruments under the federal Renewable Fuels Standard, state-based Low Carbon Fuels Standard, or any other local, state, regional, federal, or international environmental programs providing incentives or credits, or any other environmental attributes associated with renewable natural gas, renewable transportation fuels, bio-fertilizers, or other products generated by the anaerobic digestion, processing of organic materials, or otherwise from operation of the Facilities, and any credits, grants, or incentive payments derived therefrom.

1.3 "Environmental Laws" shall mean any applicable federal, state, county, municipal, or local Laws, statutes, rules, regulations, Orders, consent decrees, decrees, judgments, Permits, licenses, covenants, deed restrictions, ordinances, or other requirements or standards of any kind or nature, as now existing or hereafter in effect relating to: (i) pollution or the regulation or protection of health, safety, natural resources, or the environment, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposals of hazardous substances or hazardous materials into air, water, land, or groundwater, to the withdrawal or use of groundwater, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of hazardous substances; or (ii) the construction, installation, maintenance, repair or operation of the Production Facility. "Environmental Laws" shall include, but shall not be limited to: the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery

Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state, or local statutes and regulations, all as amended from time to time.

1.4 “Natural Gas” or “NG” shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane and meeting the GMG gas quality specifications – whether the origin is fossil or renewable – but not including the Environmental Attributes of RNG as defined in 1.2.

1.5 “Pipeline Ready” shall mean RNG that meets all of GMG’s Gas Quality Specifications contained herein, and which may be updated from time to time.

1.6 "Prudent Industry Practices" means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the renewable natural gas and biogas industries for facilities of similar size, type, and design, that in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with law, regulation, reliability, safety, environmental protection, applicable codes, and standards of economy, and expedition. Prudent Industry Practices are not intended to be defined as one optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions generally accepted in the industry as reasonable under the circumstances.

1.7 “Renewable Natural Gas” or “RNG” shall mean Gas derived from the decomposition of organic matter including any associated Environmental Attributes.

ARTICLE 2

Construction and Operation of the Interconnect Facilities

2.1 GMG Facilities. The facilities listed in this Section shall be designed, procured, constructed, installed, owned, and operated by GMG (GMG Facilities) with costs of such facilities to be reimbursed by Producer as set forth in the Agreement. The Parties agree that the implementation of this Agreement shall be at no cost to GMG and that Producer shall reimburse GMG in accordance with the provisions of this Agreement with respect to the design, construction, installation, ownership, operation, or maintenance of the facilities:

- 2.1.1 Gas Meter Set for RNG Injection Point, including the meter, overpressure protection, meter protection bollards, and telemetry;
- 2.1.2 [Size] [material] pipe (up to ___’ in length; additional footage as needed at the additional cost of \$_____/foot) and fittings between the GMG meter set and GMG’s System required to allow RNG to be accepted into GMG’s System; and,
- 2.1.3 Such other equipment as is necessary to be owned by GMG to ensure that the facilities described in this Section 2.1 satisfy the requirements of this Agreement.

2.2 Producer Facilities. The facilities listed in this Section shall be owned by Producer (Producer Facilities). Producer Facilities will be designed, procured, constructed, and installed by the Producer at the interconnect location at the sole cost and expense of Producer, as indicated below:

- 2.2.1 Gas to Grid unit that includes, at a minimum, the following capabilities:
 - 2.2.1.1 Gas quality measurement;
 - 2.2.1.2 Automatic prevention of gas not meeting specifications from entering the GMG Facilities;
 - 2.2.1.3 Odorization;
 - 2.2.1.4 Chromatograph;
 - 2.2.1.5 Continuous measurement of hydrogen sulfide, oxygen, and dew point; and
 - 2.2.1.6 Sample point where gas can be taken for laboratory analysis;
- 2.2.2 Read access for GMG to see gas composition, BTU content, volume measurement, gas temperature, gas pressure, and odorization rate;
- 2.2.3 Such other equipment as is necessary to be owned by Producer to ensure that the facilities described in this Section 2.2 satisfy the requirements of this Agreement.

2.3 Facilities Design and Construction. Each Party, as applicable to its responsibilities under this Agreement, represents and warrants that its facilities shall be designed, procured, constructed, installed, and operated in accordance with (a) all valid and applicable laws, regulations, codes, rules, ordinances, and directives of all applicable federal, state, local and tribal authorities, if any, having jurisdiction over such facilities including, without limitation, the provisions of Title 49 of the Code of Federal Regulations, Part 192, commonly referred to as the "Pipeline Safety Regulations" (Governmental Authorizations), (b) all applicable Environmental Laws, and (c) specifications required by GMG and provided to Producer in writing that are (i) reasonable, and (ii) typical in the natural gas industry for facilities of the same type (Specifications).

2.4 Interconnect Construction Documentation. Prior to the start of construction, in order to verify compliance with the Specifications, Producer shall submit to GMG a complete set of reproducible construction drawings for the Producer Facilities and any other relevant information reasonably requested by GMG (collectively, the "Design Documentation"). As soon as reasonably practicable following Producer's submission of the Design Documentation, including any resubmission(s), GMG shall deliver written notice to Producer either (a) approving the Design Documentation or (b) setting forth, with particularity, GMG's reasonable objections or concerns relative to the Design Documentation (e.g., non-conformity with the Governmental Authorizations, Environmental Laws, and/or Specifications). If GMG delivers written notice of any objections or concerns to Producer, representatives of the Parties shall confer within fifteen (15) days following Producer's receipt of said notice for the purpose of working cooperatively, and in good faith, to resolve such objections and concerns. Within ninety (90) days after the Producer Facilities and GMG Facilities are installed, in accordance with this Agreement, and capable of flowing natural gas, Producer shall furnish GMG (i) "As Built" drawings of the interconnect and (ii) all such other information that is required for GMG to comply with the

Pipeline Safety Regulations.

2.5 GMG Inspection of Producer Facilities. GMG shall have the right to have its representatives present during the installation of the Producer Facilities. GMG's representatives may be present to observe whether Producer is satisfying its obligations under this Agreement in accordance with the Governmental Authorizations, Environmental Laws, and Specifications and in a manner that will be acceptable for GMG to perform the services provided herein. GMG shall be provided with access to Producer's odorizer equipment to identify injection levels.

2.6 Facility Access. Ingress and egress to the interconnect site shall be through the existing public right-of-way or other method obtained by Producer. Producer shall be responsible for maintaining access to the interconnect site. GMG and Producer or their respective designees have the right, but not the obligation, to access the interconnect site at all reasonable times for the purpose of verifying that the interconnect facilities are being operated, maintained, inspected, and tested in accordance with this Agreement. Each Party shall ensure that any enclosure around the interconnect site and/or the interconnect is properly locked and secured before leaving the premises. Producer shall maintain the landscaping and physical area around the interconnect site to ensure that any grass and/or vegetation is mowed and/or trimmed and that the area remains clear of snow and ice.

2.7 Construction Near Facilities. Except as provided in Section 2.14, Producer shall provide GMG at least five business days' prior notice, in a manner consistent with industry practice, before performing any construction or maintenance work that could impact service at or near any of GMG's pipeline facilities. GMG shall have the right to have its representatives present during any construction or material maintenance work performed by Producer near GMG's pipeline facilities. GMG shall perform the activities necessary to connect the Producer Facilities to the GMG Facilities. Except as provided in Section 2.14, GMG shall provide Producer at least five business days' prior notice, in a manner consistent with industry practice, before performing any construction or maintenance work that could impact service at or near any of Producer's pipeline facilities. Producer shall have the right to have its representatives present during any construction or material maintenance work performed by GMG near Producer's pipeline facilities.

2.8 Damage Notification. If any damage occurs to the interconnect, or if situations arise creating a reasonable likelihood that damage will occur to the interconnect, the Party causing the damage or identifying the potentially damaging situation shall immediately inform the other Party and, if a Party determines it necessary and as applicable to ensure the safety of the public, each Party's employees and each Party's construction, maintenance, or other related activities shall cease until the damage is repaired and/or the situation is remedied. The Party responsible for causing the damage shall be responsible for repairing the damage and/or remedying the situation.

2.9 Commencement of Construction, Commissioning, and Start-Up. Upon (a) Each Party's timely obtainment of all necessary contractor agreements and required materials, (b) the Parties' timely receipt of all necessary Governmental Authorizations, and (c) the GMG's receipt

of the full amount of the Facilities Payment pursuant to Section 2.16 herein, GMG will commence installation of GMG Facilities. The Parties shall coordinate all operations associated with commissioning the interconnect including, but not limited to, purging and activating the interconnect. No gas shall be delivered through the interconnect until (i) all necessary Governmental Authorizations have been received and accepted; (ii) the required facilities have been constructed, tested in accordance with the provisions herein to meet GMG's Gas Quality Specifications as set forth herein, which may be updated from time to time; and (iii) approved by both Parties. Producer acknowledges that this Interconnection Agreement is contingent upon the RNG interconnection being consistent with GMG's obligations to provide safe and reliable service and any applicable federal and state standards and requirements.

2.10 Services Provided by GMG. GMG shall provide the following services on an on-going basis throughout the Initial Term and any subsequent terms of this Agreement, unless earlier terminated:

- 2.10.1 Meter/Relief Valve/Telemetry maintenance on the GMG Facilities, and provide telemetry access and monthly injection statement to Producer for regulatory reporting;
- 2.10.2 Monthly odorant checks on gas entering the GMG System, including sniff tests and injection rate verification based on data obtained from Producer's odorizer;
- 2.10.3 Cathodic protection and atmospheric corrosion inspections of the GMG Facilities;
- 2.10.4 Meter maintenance and testing of the GMG Facilities;
- 2.10.5 Relief valve inspection and maintenance for the GMG Facilities;
- 2.10.6 Adjustment of GMG's System pressures as needed so that the RNG can be accepted into GMG's System year-round;
- 2.10.7 Line locating of the GMG Facilities;
- 2.10.8 Leak surveys of the GMG Facilities; and,
- 2.10.9 Emergency response for the GMG Facilities.

2.11 Services Provided by Producer. Producer or its contractor, subject to approval by GMG, shall provide the following services on an on-going basis throughout the Initial Term and any subsequent terms of this Agreement, unless earlier terminated:

- 2.11.1 Maintenance of Producer's Gas to Grid unit;
- 2.11.2 Lab analysis of the RNG, with copies of reports provided to GMG as specified for each appropriate testing and monitoring period, in accordance with the provisions of Article 6 herein;
- 2.11.3 Obtain and maintain a service agreement for not less than one year between Producer and the Gas to Grid manufacturer;
- 2.11.4 Provide ongoing maintenance consistent with Prudent Industry Practices for Producer's Gas to Grid unit, odorizer, and other Producer-owned facilities.

2.12 Flow Requirements. In the event that the amount of gas flowing through the GMG Facilities is more than the maximum design requirements of [quantity] dekatherms per day, GMG may shut-in the interconnect until (a) Producer has decreased receipts at the interconnect and/or (b) Producer, at its sole expense, has taken corrective actions that restore measurement accuracy to the extent reasonably required by GMG. Similarly, in the event that no gas flows through the interconnect for a period of two (2) years or more, GMG may change the status of the meter station to inactive and shut-in the interconnect until Producer, at its sole expense, has taken necessary actions to restore the interconnect to specifications as reasonably required by GMG.

2.13 Notification Requirements. Producer must notify GMG as soon as possible in the event of a gas quality concern, issue, or problem or any other concern, issue, or problem that will or is likely to impact the delivery of the RNG to GMG. Producer must notify GMG in advance regarding any plans to return to service after any interruption in the delivery of RNG.

2.14 Modifications, Repairs, and Service Outages. Each Party shall advise the other Party, as soon as reasonably practical and in a manner consistent with custom in the industry, before taking the interconnect out of service for modifications or repairs, provided that in the event of an emergency situation either Party may immediately commence repairs to its facilities and provide notice to the other Party as soon as reasonably practicable thereafter. GMG retains the unilateral right to change the operations of its facilities and/or upgrade its system.

2.15 Safety and Health. Each Party shall ensure that any time its employees, agents, contractors or subcontractors are accessing the other Party's facilities, such employees, agents, contractors or subcontractors are abiding by reasonable safety, operational and drug policies, practices and procedures, consistent with those customary in the natural gas industry, establishing minimum rules and standards to be followed while working on or near the interconnect.

2.16 Associated Costs. Producer shall be responsible to reimburse GMG for all costs and expenses, including labor and overhead charges, for the design, installation, construction, inspection or supervision during installation or construction associated with Company Facilities, including any applicable taxes incurred by Company, and to reimburse Company for the cost of operation and maintenance of Company facilities through the Monthly Maintenance Fee.

2.16.1 Producer shall pay GMG a contribution in aid of construction in the amount of [Amount] Dollars (\$_____) plus \$_____ per foot for footage in excess of ___ feet (Facilities Payment), which shall be paid in full prior to the commencement of construction of the GMG Facilities. Producer shall be responsible for and agrees to pay all reasonable costs including labor and overhead charges, design, installation, construction, inspection and supervision during installation or construction, and all taxes incurred by GMG. Within 60 days of completion of the GMG Facilities, GMG shall provide Producer with a reconciliation showing actual costs of the GMG Facilities. If the contribution in aid of construction payment exceeds

the actual costs for the GMG Facilities, GMG will refund Producer the difference within 60 days after all invoices have been received and all costs have been accounted for. If the actual cost of the GMG Facilities exceeds the contribution in aid of construction payment, Producer shall be responsible to pay the difference (the “True-Up Payment”) to GMG within 30 days. GMG will not accept deliveries of gas from Producer until the True-Up Payment has been received.

2.16.2 In addition, Producer shall pay GMG a maintenance charge in the amount of [Amount] Dollars (\$_____) per month for GMG’s operation and maintenance of the GMG Facilities. In each month of the Initial Term and any subsequent renewal terms, GMG shall deliver an invoice to Producer for the monthly maintenance fee. Producer shall promptly process GMG’s invoices and submit payment monthly in accordance with its standard accounts payable practices but, in no event, shall payment be made on anything less than a monthly basis.

2.16.3 Producer shall reimburse GMG for all regulatory costs associated with any required approvals, compliance requirements, and similar reviews. GMG shall provide Producer with an invoice for reimbursement of GMG’s actual regulatory costs within 30 days of receiving invoices for regulatory charges. In the event that GMG is invoiced for costs related to filings that involve data and/or reporting for more than one interconnected producer, the associated regulatory costs shall be shared among the interconnected producers.

2.17 Natural Gas Service Not Included. None of the cost obligations stated in this Agreement include natural gas service that may be provided by GMG to the Production Facility or Producer’s Facilities. Any such service would be provided pursuant to appropriate customer agreement(s) in accordance with GMG’s service tariff at the tariffed rates.

2.18 Disconnection, Removal & Abandonment. Upon termination of this Agreement, or any subsequent renewal, Producer shall be responsible for the proper disconnection, removal, and abandonment of the Producer Facilities and Producer’s equipment in accordance with all Governmental Authorizations and at Producer’s sole cost, risk, and expense. GMG shall have the right to disconnect and remove the GMG Facilities and any other equipment owned by GMG from the Producer Facilities and custody transfer point upon termination of this Agreement.

ARTICLE 3

Gas Quality Specifications, Testing, and Monitoring Procedures for RNG Derived from Dairy or Other Animal Waste

3.1 Gas Quality Specifications. All RNG received into GMG’s System shall conform to the Gas Quality Specifications listed herein. Producer shall demonstrate that the receipt gas meets the gas quality specifications. Prior to the initial delivery of gas into GMG’s System,

Producer must provide test results from a sample of the receipt gas from an approved laboratory. The sample analysis must demonstrate an acceptable level for each constituent before the gas will be allowed into GMG's System. The RNG must continue to meet the Gas Quality Specifications for ongoing acceptance of the RNG into GMG's System. These RNG Gas Quality Standards may be revised from time to time at GMG's sole discretion in accordance with Prudent Industry Practices upon written notice to Producer, with Producer being given time to comply with the changes in accordance with Prudent Industry Practices. As of the effective date of this Agreement, the Gas Quality Specifications are as follows:

- 3.1.1 All RNG shall have a total heating value (also known as gross heating value and higher heating value) of not less than nine hundred sixty-seven (967) BTUs per cubic foot, and not more than eleven hundred (1100) BTUs per cubic foot;
- 3.1.2 All RNG delivered shall be within the range of forty to seventy-five degrees Fahrenheit (40°F-75°F);
- 3.1.3 All RNG delivered shall be at a pressure between ninety-five (95) and one hundred (100) pounds per square inch gage pressure or another pressure mutually agreed upon;
- 3.1.4 All RNG shall have been odorized at a rate no less than half a pound (0.5) per million standard cubic feet of gas and no greater than one and a quarter pound (1.25) per million standard cubic feet. Producer shall adjust the odorization rate within the range as directed by GMG so that gas is readily detectable by a person with a normal sense of smell at a concentration in air of one-fifth of the lower explosive limit;
- 3.1.5 All RNG shall be commercially free (at prevailing pressure and temperature in GMG's System) from objectionable odors (except mercaptan used for odorant), dust, hydrocarbon liquids, water and any other substances that might become separated from the gas GMG's System, and Producer shall furnish, install, and maintain all devices and equipment required to effect compliance with such requirements;
- 3.1.6 All RNG shall contain no more than twenty (20) grains of total Sulphur; nor shall it contain more than one fourth (1/4) of one grain of hydrogen sulfide per one hundred (100) cubic feet;
- 3.1.7 All RNG shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, and Producer shall make every reasonable effort to keep gas free of oxygen;
- 3.1.8 All RNG shall not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed three

percent (3%) by volume;

- 3.1.9 All RNG shall have been dehydrated by RNG Producer for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60 degrees) Fahrenheit as determined by dew point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon;
- 3.1.10 All RNG shall not contain Ethylbenzene in a concentration of greater than 60 parts per million;
- 3.1.11 All RNG shall not contain Alkyl Thiols (Mercaptans) at a concentration of greater than one hundred twenty (120) parts per million;
- 3.1.12 All RNG shall not contain Toluene at a concentration of greater than twenty-four hundred (2,400) parts per million;
- 3.1.13 All RNG shall not contain Ammonia at a concentration of greater than ten (10) parts per million;
- 3.1.14 All RNG shall not contain Hydrogen at a concentration of greater than a thousand (1,000) parts per million;
- 3.1.15 All RNG shall not contain biologicals at a concentration of greater than four times ten to the fourth (4×10^4) per standard cubic foot. Biologicals may include acid producing bacteria, sulfate-reducing bacteria, or iron-oxidizing bacteria. Gas shall also be commercially free of bacteria greater than 0.2 microns in size.

3.2 Right to Refuse. GMG has the right to refuse to accept delivery of any RNG that does not meet the Gas Quality Specifications. GMG retains the right to accept non-conforming gas if, in the sole judgment of GMG, GMG determines that such acceptance will not adversely impact GMG's System or GMG's ability to maintain prudent and safe operations of GMG's System. GMG's acceptance of non-conforming gas shall neither constitute a waiver or amendment of the Gas Quality Specifications nor an assurance of future acceptance of non-conforming gas.

3.3 Compensation for Damage. Producer shall reimburse GMG for expenses incurred by or on behalf of GMG to repair and restore GMG's System due to damage or injury to GMG's System resulting from deliveries of RNG which do not conform to the Gas Quality Specifications.

3.4 Initial Testing. Prior to the injection of the RNG into GMG's System, Producer shall demonstrate that the RNG meets the Gas Quality Specifications. Such demonstration shall

include test results from a sample of the RNG produced at the Production Facility. The sample must be verified by GMG and an analysis of the RNG must demonstrate that the RNG meets acceptable levels of each component and constituent identified in the Gas Quality Specifications. The RNG must be conforming prior to GMG allowing injection to commence.

3.5 Initial Monitoring. After successful completion of the Initial Testing set forth in Section 3.4 herein, Producer shall take continuous recordings from its installed chromatographs to verify that the RNG meets the Gas Quality Specifications. GMG shall have access to view the readings. Additionally, Producer shall provide Company with test results of an analysis of the RNG from an approved laboratory every three months for the first twelve (12) month period of operation following the Commencement Date. The analysis must test for Ethylbenzene, Hydrogen Sulfide, Alkyl Thiols, Toluene, Ammonia, Hydrogen, and Biologicals. If, at any time, the RNG fails to meet the Gas Quality Specifications or the designated constituents' tolerance levels, the RNG will be shut in and Producer shall be required to repeat the Initial Test and Initial Monitoring Period protocol.

3.6 Operating Monitoring. After successfully completing the Initial Monitoring, Operating Monitoring shall commence, during which Producer shall continue to take continuous recordings from its installed chromatograph to verify that the RNG meets the Gas Quality Specifications. GMG shall have access to view the readings. Additionally, Producer shall provide GMG with test results of an analysis of the RNG from an approved laboratory every six months for as long as the Production Facility is in operation or this Agreement terminates, whichever occurs first. The analysis must test for Ethylbenzene, Hydrogen Sulfide, Alkyl Thiols, Toluene, Ammonia, Hydrogen, and Biologicals. If, at any time, the RNG fails to meet the Gas Quality Specifications or the designated constituents' tolerance levels, the RNG will be shut in and Producer shall be required to repeat the Initial Test and Initial Monitoring Period protocol.

3.7 Shut-In and Restart Procedures. The RNG may be shut-in at GMG's sole discretions upon the occurrence of any of the following:

- 3.7.1 The RNG is found to be not in compliance with any of the Gas Quality Specifications;
- 3.7.2 GMG determines that a change in the biogas source at the Production Facility or the Producer's Facilities will potentially increase the level of any constituent over the previously measured baseline levels;
- 3.7.3 The RNG contains constituents at concentrations which are at levels that are injurious to pipeline facilities or are at levels that present a health and/or safety hazard to GMG employees, contractors, and/or the general public; or
- 3.7.4 Any other issue GMG determines may jeopardize the safety or reliability of its employees, customers, service, or systems.

In the event GMG rejects the RNG for being outside of any specified gas quality range, Producer shall accept the rejected RNG from the point of interconnection. Prior to restarting injection after the RNG interconnect has been shut-in, Producer must have at least one continuous hour of gas quality within specifications per real-time monitoring and confirm the gas quality issue has been resolved to GMG's satisfaction. For each occurrence when RNG is shut-in from GMG's due to quality reasons (real time or laboratory testing), Producer shall promptly deliver to GMG a detailed report describing a) the cause of the out-of-specification parameter; b) steps taken to rectify the situation; and, c) upgraded process/operation/maintenance plan to ensure the situation does not occur again. For on-line real-time testing, flow can continue before the report is received. For off-site laboratory testing, Producer's report must be received before GMG's valve is opened.

3.8 Data Sharing. GMG shall have the right to share relevant RNG test results, whether taken by GMG or by Producer, with appropriate parties.

3.9 Change in Feedstock or Conditioning. Producer shall provide a minimum of thirty (30) days' advance notice to GMG before changing the RNG feedstock, feedstock source, or RNG conditioning process.

ARTICLE 4 TERM AND TERMINATION

4.1 Commencement Date. The "Commencement Date" for this Agreement shall be the first date, as reasonably determined by GMG, when Producer successfully completes the Initial Testing period as defined in Section 3.4 herein. If subsequent initial testing phases are required due to failure to meet the Gas Quality Specifications, the Commencement Date shall not be recalculated. At the time of execution of this Agreement, the Commencement Date is anticipated to be _____, 20____. The Parties shall complete the Addendum Regarding Commencement Date memorializing the actual Commencement Date after it occurs.

4.2 Term. This Agreement shall be effective as of the date first written above and, unless earlier terminated as provided for herein, shall continue in full force and effect through (and including) the [number of years] (____) annual anniversary of the Commencement Date (the Initial Term). Thereafter, the term of this Agreement shall automatically renew for successive [number] (____) year terms unless one Party provides written notice to the other party at least one (1) year in advance of the end of the then-existing term that it does not wish to renew the term of this Agreement.

4.3 Early Termination by GMG. This Agreement may be terminated by GMG immediately upon written notice to Producer if: (a) by act or omission Producer breaches or defaults on any material term or condition of this Agreement and Producer fails to cure such breach or default within thirty (30) calendar days after written notice from GMG; (b) Producer becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an "order for relief" as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up; (c) Producer fails to provide delivery of the RNG to the interconnection point for in excess of three

hundred and sixty-five (365) consecutive days after the Commencement Date, or (d) action of the Minnesota Public Utilities Commission, order, rule, ordinance, or statute causes this Agreement to become void, requires modification of any material term or condition of this agreement, or otherwise requires GMG to terminate this Agreement.

4.4 Early Termination by Producer. This Agreement may be terminated by Producer immediately upon written notice if: (a) by act or omission, GMG breaches or defaults on any material term or condition of this Agreement and GMG fails to cure such breach or default within thirty (30) calendar days after written notice from Producer; or (b) GMG becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an “order for relief” as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up.

4.5 Effect of Termination. Neither expiration nor termination of this Agreement shall affect the rights or responsibilities of the Parties hereunder that accrued prior to expiration or termination. Article 5 shall survive expiration or termination.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Failure to Perform. If a Party fails to comply with any of its material obligations under this Agreement, the counterparty will notify that Party of such failure as soon as reasonably possible under the circumstances. If the non-performing Party does not remedy such failure within thirty (30) days following notice from the counterparty, the Parties shall negotiate in good faith for an additional thirty (30) days thereafter to resolve the matter. If, at the end of such thirty-day negotiation period, the Parties are unable to agree to a plan to resolve the matter, either Party may suspend its rights to perform under this Agreement or alternatively, to terminate this Agreement in accordance with the provisions herein.

5.2 Insurance. Each Party shall carry and maintain casualty, liability, and such other types of insurance or such levels of self-insurance as may be necessary to cover all losses or damages arising out of its performance of its obligations under this Agreement. Each party further agrees that it shall provide the counter-party evidence of such insurance or self-insurance upon written request and, upon request, shall include the counter-party as an additional insured under such policies.

5.3 Representations and Warranties. Producer represents and warrants that the RNG delivered to GMG pursuant to this Agreement shall conform to the Gas Quality Specifications. Each Party represents and warrants that its operations pursuant to this Agreement shall be in compliance and in accordance with all Governmental Authorizations, (b) all applicable Environmental Laws, and the Gas Quality Specifications.

5.4 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE FOR (I) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING WITHOUT LIMITATION SUCH CLAIMS BASED UPON NEGLIGENCE OR STRICT LIABILITY), OR (II) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT,**

EXEMPLARY, OR CONTINGENT DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. EACH PARTY HEREBY DISCLAIMS THE OBLIGATIONS AND DAMAGES DESCRIBED IN CLAUSES (I) AND (II), REGARDLESS OF WHETHER GMG HAS BEEN GIVEN NOTICE OF THE POSSIBILITY OF SUCH OBLIGATIONS OR DAMAGES. Without limiting the generality of the foregoing, each Party specifically disclaims any liability for (i) special or punitive damages, penalties, damages for lost profits or revenues, loss of other equipment or systems, cost of capital, cost of substitute products or other equipment or systems, delay in performance, downtime, or shutdown or slowdown costs; and (ii) any other types of economic loss (but excluding direct damages). NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON DAMAGES IN THIS SECTION SHALL NOT LIMIT ANY AMOUNTS PAYABLE BY AN INDEMNIFYING PARTY UNDER SECTION 5.5 AS INDEMNIFICATION FOR DAMAGES PAID TO A THIRD PARTY IN A CLAIM THAT IS SUBJECT TO INDEMNITY UNDER SECTION 5.5.

5.5 Indemnification. Producer shall indemnify and hold harmless GMG and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that GMG or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to, or resulting from Producer's acts or omissions, including but not limited to any such claim based upon the negligence of Producer or its affiliates, employees, representatives, or agents.

GMG shall indemnify and hold harmless Producer and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that Producer or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to or resulting from GMG's acts or omissions, including but not limited to any such claim based upon the negligence of GMG or its affiliates, employees, representatives, or agents. GMG shall have control of the defense in any action wherein indemnity is invoked.

5.6 Notice. All notices, requests, demands and other communications under this Agreement shall be given in writing and shall be delivered or sent to the applicable Party at their respective addresses indicated below by registered or certified U.S. mail, return receipt requested and postage prepaid; by private overnight mail courier service; or by email as follows:

If to GMG, to:

President
Greater Minnesota Gas, Inc.
1900 Cardinal Lane
Faribault, MN 55021
[email address]

If to Producer, to:

[Producer]
[Address]
[email address]

or to such other person or address as either Party shall have specified by notice in writing to the other Party. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

5.7 Assignment; No Third-Party Beneficiaries Neither Party may assign this Agreement or its rights or obligations hereunder, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void and without legal effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and permitted assigns. Nothing contained in this Agreement shall be deemed to confer upon any other person or entity any right or remedy under or by reason of this Agreement. Notwithstanding the foregoing, GMG consents to Producer assigning this agreement to project lenders, or related project financing entities without its prior written consent.

5.8 Severability. If a court of competent jurisdiction determines any provision(s) of this Agreement to be illegal or excessively broad, then this Agreement shall be construed so that the remaining provisions shall not be affected but shall remain in full force and effect, and any such illegal or excessively broad provision(s) shall be deemed, without further action on the part of any person, to be modified, amended, and/or limited to the extent necessary to render the same valid and enforceable in such jurisdiction.

5.9 Amendment and Waiver. No provisions of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in a writing executed by GMG and Producer. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. No waiver by either Party at any time of any breach by the other Party of, or compliance with, any provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions at the same or at any prior or subsequent time.

5.10 MPUC Approval. GMG shall be responsible for obtaining approval from the Minnesota Public Utilities Commission for the transactions contemplated under this Agreement, if necessary ("MPUC Approval"); provided, however, Producer shall cooperate and exercise reasonable efforts to support and assist GMG in obtaining MPUC Approval which support shall include participating in regulatory proceedings and providing non-Confidential Information concerning Producer's operations. In the event that GMG is unable to obtain any required MPUC

Approval, GMG shall have the right, in its sole discretion after consultation with Producer and after determining that no other commercially viable options for the receipt of the RNG by GMG or one of its affiliates or customers exists, to immediately terminate this Agreement upon written notice to Producer.

5.11 Reporting Requirements. Producer shall provide GMG with the following information as required by the Minnesota Public Utilities Commission prior to GMG accepting RNG at the interconnection site:

5.11.1 Producer's feedstock or feedstocks.

5.11.2 The total amount of RNG expected to be provided by Producer.

5.11.3 The mix of end-uses of the digestate.

5.11.4 If known, the state(s) in which the entity or entities purchasing the RNG from Producer are located and the end-use for which the RNG is being purchased.

Producer shall notify GMG and provide updated reporting within 30 days in the event any of the information reported pursuant to this Section changes or additional information is available during the term of this Agreement. By January 5th of each calendar year, Producer shall provide GMG with the same information for the preceding calendar year. Reporting requirements are subject to change by order of the Minnesota Public Utilities Commission from time to time and, upon notice of the same from GMG, Producer agrees to provide supply any required reporting information that is reasonably available to report.

5.12 Regulatory Changes. If state or federal regulatory requirements related to the ownership and operation of the interconnect facilities change, the Parties shall engage in good faith discussions regarding changes to the terms of this Agreement necessitated by said regulatory changes.

5.13 Documentation. The Parties understand that the intent of the Producer is to generate Environmental Attributes within one or more regulatory or voluntary programs and as such additional documentation may be required for third-party verification of the attributes. The Parties agree in good faith to meet such reporting and documentation requirements, including but not limited to the following:

5.13.1 Producer may request that the Parties execute a North American Energy Standard Board base contract and Terms and Conditions agreement containing the same commercial and legal terms of this Agreement, if needed for Environmental Attribute generation and verification, and GMG agrees to review and execute such agreements provided that they contain the same terms and conditions as previously agreed.

5.13.2 GMG agrees to provide a Monthly Injection Statement with volumetric

and other supporting data as needed.

5.14 Entire Agreement. This Agreement supersedes all prior agreements, whether oral or in writing, between the Parties with respect to its subject matter and constitutes the complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. There have been and are no conditions, agreements, representations, or warranties between the Parties with respect to the subject matter of this Agreement other than those set forth or provided for in this Agreement.

5.15 Counterparts; PDF Signatures. This Agreement may be executed by PDF signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.16 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MINNESOTA EXCLUDING ANY CHOICE-OF-LAW RULES THAT MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.** Each Party stipulates that any dispute or disagreement between the Parties as to the interpretation of any provision of, or the performance of obligations under, this Agreement shall be commenced and prosecuted in its entirety in, and consents to the exclusive jurisdiction and proper venue of, the federal or state courts located in the State of Minnesota and each Party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of such Party's present or future domiciles or by any other reason. The Parties acknowledge that all directions issued by the forum court, including, without limitation, all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. **EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUCH DISPUTE OR DISAGREEMENT.**

5.17 Force Majeure. If either Party is rendered unable, in whole or in part, by Force Majeure to carry out its obligations under this Agreement, then such Party shall give notice to the other Party, in accordance with this Agreement, including reasonably full particulars of such Force Majeure event within a reasonable time after it becomes aware of the occurrence of the Force Majeure, and the obligations of such Party, insofar as they are affected by such Force Majeure, shall be suspended from the commencement of such Force Majeure through the continuance of any inability so caused, but for no longer period, and such Force Majeure shall, so far as possible, be remedied by the affected Party with all reasonable dispatch. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Parties shall make reasonable efforts to avoid

the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Any suspension of obligation for reasons of Force Majeure shall be proportional to the effect of such Force Majeure on the particular obligation from which relief is sought, and shall not relieve any Party from its obligation to make payments hereunder which were due prior to such Force Majeure.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

GREATER MINNESOTA GAS, INC.

By: _____

Title: _____

Date: _____

[RNG PRODUCER]

By: _____

Title: _____

Date: _____

**ADDENDUM
REGARDING COMMENCEMENT DATE**

THIS ADDENDUM (the “Addendum”) amends and supplements that certain Renewable Natural Gas Interconnection Agreement (the “Agreement”) by and between Greater Minnesota Gas, Inc and [RNG Producer] dated ____ day of _____, 20__.

For all purposes of the Agreement, the Commencement Date is deemed to be _____, 20__.

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

GREATER MINNESOTA GAS, INC.

By: _____

Title: _____

Date: _____

[RNG PRODUCER]

By: _____

Title: _____

Date: _____

**RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT
BETWEEN
GREATER MINNESOTA GAS, INC. AND [RNG PRODUCER]**

THIS RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT (Agreement) is made and entered into as of this _____ day of _____, 20____, by and between Greater Minnesota Gas, Inc., a Minnesota corporation (GMG), and [RNG Producer], a [state and type of company] (Producer). GMG and Producer are also referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, GMG owns and operates an intrastate natural gas distribution system within the State of Minnesota and is regulated by the Minnesota Public Utilities Commission (MPUC); and,

WHEREAS, Producer does or will own and operate an anaerobic digester and related biogas conditioning and upgrading facilities to collect, treat, and compress gas generated from biomass at [Producer's location where interconnect facilities will be located], Minnesota to produce pipeline ready renewable natural gas (Production Facility) and Producer has exclusive rights to the biomass generated at the Production Facility; and,

WHEREAS, Producer desires to inject pipeline ready ~~renewable~~-natural gas-(RNG) generated at the Production Facility into the GMG distribution network via an interconnection point and meter station as further described herein; and,

WHEREAS, GMG desires to receive the RNGnatural gas generated at the Production Facility into GMG's natural gas distribution system (GMG's System); and,

WHEREAS, the Parties desire to set forth additional terms and conditions regarding their respective rights and obligations related to transactions for the injection of the RNGnatural gas produced by Producer's Production Facility, and the related interconnect, whereby GMG will be the Party receiving the RNGnatural gas and Producer will be the Party delivering the RNGnatural gas; and,

WHEREAS, the Parties have negotiated and agreed to the terms contained herein;

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

AGREEMENT

**ARTICLE 1
Definitions**

Capitalized terms that are not otherwise defined herein shall be given the following meanings for

purposes of this Agreement:

1.1 "Confidential Information" means: (a) any confidential, non-public information, or materials of the disclosing Party or its affiliates provided by such Party or any of its representatives pursuant to this Agreement whether in tangible form or disclosed orally, and all notes, analyses, compilations, studies, interpretations, memoranda, reports, or other documents (regardless of the form thereof) prepared by the Party receiving such information or materials (or such Party's representatives) which contain, reflect, or are based upon, in whole or in part, any such information or materials; (b) the trade secrets of any Party; and (c) all technical information, whether or not any such information is specifically identified as confidential. "Confidential Information" shall not include (d) information or materials that the receiving Party can demonstrate (i) at the time of disclosure or thereafter is generally available to and known to the public or became generally available to and known to the public other than as the result of the act or omission attributable to the receiving Party or any of its representatives; (ii) is developed by the receiving Party or any of its representatives without reliance on any Confidential Information; or (iii) is or was available to the receiving Party or its representatives on a non-confidential basis from a source other than the disclosing Party or the disclosing Party's affiliates who, insofar as is known to the receiving Party or its representatives, after reasonable inquiry, is not prohibited from transmitting such information to the receiving Party or its representatives by a contractual, legal or fiduciary obligation to the disclosing Party; or (e) information or materials disclosed by a Party to such Party's affiliates or such Party's or such Party's affiliates' representatives.

1.2 "Environmental Attributes" shall mean carbon credits, greenhouse gas offsets, green tags, renewable energy credits, production tax credits, allowances for air emissions, or renewable identification numbers, nutrient trading credits, similar financial incentives or subsidies, or other similar instruments under the federal Renewable Fuels Standard, state-based Low Carbon Fuels Standard, or any other local, state, regional, federal, or international environmental programs providing incentives or credits, or any other environmental attributes associated with renewable natural gas, renewable transportation fuels, bio-fertilizers, or other products generated by the anaerobic digestion, processing of organic materials, or otherwise from operation of the Facilities, and any credits, grants, or incentive payments derived therefrom.

1.3 "Environmental Laws" shall mean any applicable federal, state, county, municipal, or local Laws, statutes, rules, regulations, Orders, consent decrees, decrees, judgments, Permits, licenses, covenants, deed restrictions, ordinances, or other requirements or standards of any kind or nature, as now existing or hereafter in effect relating to: (i) pollution or the regulation or protection of health, safety, natural resources, or the environment, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposals of hazardous substances or hazardous materials into air, water, land, or groundwater, to the withdrawal or use of groundwater, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of hazardous substances; or (ii) the construction, installation, maintenance, repair or operation of the Production Facility. "Environmental Laws" shall include, but shall not be limited to: the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the

Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state, or local statutes and regulations, all as amended from time to time.

1.4 “Natural Gas” or “NG” shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane and meeting the GMG gas quality specifications – whether the origin is fossil or renewable – but not including the Environmental Attributes of RNG as defined in 1.2.

1.4.1.5 “Pipeline Ready” shall mean RNG that meets all of GMG’s Gas Quality Specifications contained herein, and which may be updated from time to time.

1.5.1.6 "Prudent Industry Practices" means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the renewable natural gas and biogas industries for facilities of similar size, type, and design, that in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with law, regulation, reliability, safety, environmental protection, applicable codes, and standards of economy, and expedition. Prudent Industry Practices are not intended to be defined as one optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions generally accepted in the industry as reasonable under the circumstances.

1.6.1.7 “Renewable Natural Gas” or “RNG” shall mean Gas derived from the decomposition of organic matter including any associated Environmental Attributes.

ARTICLE 2

Construction and Operation of the Interconnect Facilities

2.1 GMG Facilities. The facilities listed in this Section shall be designed, procured, constructed, installed, owned, and operated by GMG (GMG Facilities) with costs of such facilities to be reimbursed by Producer as set forth in the Agreement. The Parties agree that the implementation of this Agreement shall be at no cost to GMG and that Producer shall reimburse GMG in accordance with the provisions of this Agreement with respect to the design, construction, installation, ownership, operation, or maintenance of the facilities:

- 2.1.1 Gas Meter Set for RNG Injection Point, including the meter, overpressure protection, meter protection bollards, and telemetry;
- 2.1.2 [Size] [material] pipe (up to ___’ in length; additional footage as needed at the additional cost of \$ ____/foot) and fittings between the GMG meter set and GMG’s System required to allow RNG to be accepted into GMG’s System; and,
- 2.1.3 Such other equipment as is necessary to be owned by GMG to ensure that the facilities described in this Section 2.1 satisfy the requirements of this Agreement.

2.2 Producer Facilities. The facilities listed in this Section shall be owned by Producer (Producer Facilities). Producer Facilities will be designed, procured, constructed, and installed by the Producer at the interconnect location at the sole cost and expense of Producer, as indicated below:

- 2.2.1 Gas to Grid unit that includes, at a minimum, the following capabilities:
 - 2.2.1.1 Gas quality measurement;
 - 2.2.1.2 Automatic prevention of gas not meeting specifications from entering the GMG Facilities;
 - 2.2.1.3 Odorization;
 - 2.2.1.4 Chromatograph;
 - 2.2.1.5 Continuous measurement of hydrogen sulfide, oxygen, and dew point; and
 - 2.2.1.6 Sample point where gas can be taken for laboratory analysis;
- 2.2.2 Read access for GMG to see gas composition, BTU content, volume measurement, gas temperature, gas pressure, and odorization rate;
- 2.2.3 Such other equipment as is necessary to be owned by Producer to ensure that the facilities described in this Section 2.2 satisfy the requirements of this Agreement.

2.3 Facilities Design and Construction. Each Party, as applicable to its responsibilities under this Agreement, represents and warrants that its facilities shall be designed, procured, constructed, installed, and operated in accordance with (a) all valid and applicable laws, regulations, codes, rules, ordinances, and directives of all applicable federal, state, local and tribal authorities, if any, having jurisdiction over such facilities including, without limitation, the provisions of Title 49 of the Code of Federal Regulations, Part 192, commonly referred to as the "Pipeline Safety Regulations" (Governmental Authorizations), (b) all applicable Environmental Laws, and (c) specifications required by GMG and provided to Producer in writing that are (i) reasonable, and (ii) typical in the natural gas industry for facilities of the same type (Specifications).

2.4 Interconnect Construction Documentation. Prior to the start of construction, in order to verify compliance with the Specifications, Producer shall submit to GMG a complete set of reproducible construction drawings for the Producer Facilities and any other relevant information reasonably requested by GMG (collectively, the "Design Documentation"). As soon as reasonably practicable following Producer's submission of the Design Documentation, including any resubmission(s), GMG shall deliver written notice to Producer either (a) approving the Design Documentation or (b) setting forth, with particularity, GMG's reasonable objections or concerns relative to the Design Documentation (e.g., non-conformity with the Governmental Authorizations, Environmental Laws, and/or Specifications). If GMG delivers written notice of any objections or concerns to Producer, representatives of the Parties shall confer within fifteen (15) days following Producer's receipt of said notice for the purpose of working cooperatively, and in good faith, to resolve such objections and concerns. Within ninety (90) days after the Producer Facilities and GMG Facilities are installed, in accordance with this Agreement, and capable of flowing natural gas, Producer shall furnish GMG (i) "As Built" drawings of the

interconnect and (ii) all such other information that is required for GMG to comply with the Pipeline Safety Regulations.

2.5 GMG Inspection of Producer Facilities. GMG shall have the right to have its representatives present during the installation of the Producer Facilities. GMG's representatives may be present to observe whether Producer is satisfying its obligations under this Agreement in accordance with the Governmental Authorizations, Environmental Laws, and Specifications and in a manner that will be acceptable for GMG to perform the services provided herein. GMG shall be provided with access to Producer's odorizer equipment to identify injection levels.

2.6 Facility Access. Ingress and egress to the interconnect site shall be through the existing public right-of-way or other method obtained by Producer. Producer shall be responsible for maintaining access to the interconnect site. GMG and Producer or their respective designees have the right, but not the obligation, to access the interconnect site at all reasonable times for the purpose of verifying that the interconnect facilities are being operated, maintained, inspected, and tested in accordance with this Agreement. Each Party shall ensure that any enclosure around the interconnect site and/or the interconnect is properly locked and secured before leaving the premises. Producer shall maintain the landscaping and physical area around the interconnect site to ensure that any grass and/or vegetation is mowed and/or trimmed and that the area remains clear of snow and ice.

2.7 Construction Near Facilities. Except as provided in Section 2.14, Producer shall provide GMG at least five business days' prior notice, in a manner consistent with industry practice, before performing any construction or maintenance work that could impact service at or near any of GMG's pipeline facilities. GMG shall have the right to have its representatives present during any construction or material maintenance work performed by Producer near GMG's pipeline facilities. GMG shall perform the activities necessary to connect the Producer Facilities to the GMG Facilities. Except as provided in Section 2.14, GMG shall provide Producer at least five business days' prior notice, in a manner consistent with industry practice, before performing any construction or maintenance work that could impact service at or near any of Producer's pipeline facilities. Producer shall have the right to have its representatives present during any construction or material maintenance work performed by GMG near Producer's pipeline facilities.

2.8 Damage Notification. If any damage occurs to the interconnect, or if situations arise creating a reasonable likelihood that damage will occur to the interconnect, the Party causing the damage or identifying the potentially damaging situation shall immediately inform the other Party and, if a Party determines it necessary and as applicable to ensure the safety of the public, each Party's employees and each Party's construction, maintenance, or other related activities shall cease until the damage is repaired and/or the situation is remedied. The Party responsible for causing the damage shall be responsible for repairing the damage and/or remedying the situation.

2.9 Commencement of Construction, Commissioning, and Start-Up. Upon (a) Each Party's timely obtainment of all necessary contractor agreements and required materials, (b) the

Parties' timely receipt of all necessary Governmental Authorizations, and (c) the GMG's receipt of the full amount of the Facilities Payment pursuant to Section 2.16 herein, GMG will commence installation of GMG Facilities. The Parties shall coordinate all operations associated with commissioning the interconnect including, but not limited to, purging and activating the interconnect. No gas shall be delivered through the interconnect until (i) all necessary Governmental Authorizations have been received and accepted; (ii) the required facilities have been constructed, tested in accordance with the provisions herein to meet GMG's Gas Quality Specifications as set forth herein, which may be updated from time to time; and (iii) approved by both Parties. Producer acknowledges that this Interconnection Agreement is contingent upon the RNG interconnection being consistent with GMG's obligations to provide safe and reliable service and any applicable federal and state standards and requirements.

2.10 Services Provided by GMG. GMG shall provide the following services on an on-going basis throughout the Initial Term and any subsequent terms of this Agreement, unless earlier terminated:

- 2.10.1 Meter/Relief Valve/Telemetry maintenance on the GMG Facilities, and provide telemetry access and monthly injection statement to Producer for regulatory reporting;
- 2.10.2 Monthly odorant checks on gas entering the GMG System, including sniff tests and injection rate verification based on data obtained from Producer's odorizer;
- 2.10.3 Cathodic protection and atmospheric corrosion inspections of the GMG Facilities;
- 2.10.4 Meter maintenance and testing of the GMG Facilities;
- 2.10.5 Relief valve inspection and maintenance for the GMG Facilities;
- 2.10.6 Adjustment of GMG's System pressures as needed so that the RNG can be accepted into GMG's System year-round;
- 2.10.7 Line locating of the GMG Facilities;
- 2.10.8 Leak surveys of the GMG Facilities; and,
- 2.10.9 Emergency response for the GMG Facilities.

2.11 Services Provided by Producer. Producer or its contractor, subject to approval by GMG, shall provide the following services on an on-going basis throughout the Initial Term and any subsequent terms of this Agreement, unless earlier terminated:

- 2.11.1 Maintenance of Producer's Gas to Grid unit;
- 2.11.2 Lab analysis of the RNG, with copies of reports provided to GMG as specified for each appropriate testing and monitoring period, in accordance with the provisions of Article 6 herein;
- 2.11.3 Obtain and maintain a service agreement for not less than one year between Producer and the Gas to Grid manufacturer;
- 2.11.4 Provide ongoing maintenance consistent with Prudent Industry Practices for Producer's Gas to Grid unit, odorizer, and other Producer-owned facilities.

2.12 Flow Requirements. In the event that the amount of gas flowing through the GMG Facilities is more than the maximum design requirements of [quantity] dekatherms per day, GMG may shut-in the interconnect until (a) Producer has decreased receipts at the interconnect and/or (b) Producer, at its sole expense, has taken corrective actions that restore measurement accuracy to the extent reasonably required by GMG. Similarly, in the event that no gas flows through the interconnect for a period of two (2) years or more, GMG may change the status of the meter station to inactive and shut-in the interconnect until Producer, at its sole expense, has taken necessary actions to restore the interconnect to specifications as reasonably required by GMG.

2.13 Notification Requirements. Producer must notify GMG as soon as possible in the event of a gas quality concern, issue, or problem or any other concern, issue, or problem that will or is likely to impact the delivery of the RNG to GMG. Producer must notify GMG in advance regarding any plans to return to service after any interruption in the delivery of RNG.

2.14 Modifications, Repairs, and Service Outages. Each Party shall advise the other Party, as soon as reasonably practical and in a manner consistent with custom in the industry, before taking the interconnect out of service for modifications or repairs, provided that in the event of an emergency situation either Party may immediately commence repairs to its facilities and provide notice to the other Party as soon as reasonably practicable thereafter. GMG retains the unilateral right to change the operations of its facilities and/or upgrade its system.

2.15 Safety and Health. Each Party shall ensure that any time its employees, agents, contractors or subcontractors are accessing the other Party's facilities, such employees, agents, contractors or subcontractors are abiding by reasonable safety, operational and drug policies, practices and procedures, consistent with those customary in the natural gas industry, establishing minimum rules and standards to be followed while working on or near the interconnect.

2.16 Associated Costs. Producer shall be responsible to reimburse GMG for all costs and expenses, including labor and overhead charges, for the design, installation, construction, inspection or supervision during installation or construction associated with Company Facilities, including any applicable taxes incurred by Company, and to reimburse Company for the cost of operation and maintenance of Company facilities through the Monthly Maintenance Fee.

2.16.1 Producer shall pay GMG a contribution in aid of construction in the amount of [Amount] Dollars (\$_____) plus \$_____ per foot for footage in excess of ___ feet (Facilities Payment), which shall be paid in full prior to the commencement of construction of the GMG Facilities. Producer shall be responsible for and agrees to pay all reasonable costs including labor and overhead charges, design, installation, construction, inspection and supervision during installation or construction, and all taxes incurred by GMG. Within 60 days of completion of the GMG Facilities, GMG shall provide Producer with a reconciliation showing actual costs of the

GMG Facilities. If the contribution in aid of construction payment exceeds the actual costs for the GMG Facilities, GMG will refund Producer the difference within 60 days after all invoices have been received and all costs have been accounted for. If the actual cost of the GMG Facilities exceeds the contribution in aid of construction payment, Producer shall be responsible to pay the difference (the “True-Up Payment”) to GMG within 30 days. GMG will not accept deliveries of gas from Producer until the True-Up Payment has been received.

2.16.2 In addition, Producer shall pay GMG a maintenance charge in the amount of [Amount] Dollars (\$ _____) per month for GMG’s operation and maintenance of the GMG Facilities. In each month of the Initial Term and any subsequent renewal terms, GMG shall deliver an invoice to Producer for the monthly maintenance fee. Producer shall promptly process GMG’s invoices and submit payment monthly in accordance with its standard accounts payable practices but, in no event, shall payment be made on anything less than a monthly basis.

~~2.16.~~2.16.3 Producer shall reimburse GMG for all regulatory costs associated with any required approvals, compliance requirements, and similar reviews. GMG shall provide Producer with an invoice for reimbursement of GMG’s actual regulatory costs within 30 days of receiving invoices for regulatory charges. In the event that GMG is invoiced for costs related to filings that involve data and/or reporting for more than one interconnected producer, the associated regulatory costs shall be shared among the interconnected producers.

2.17 Natural Gas Service Not Included. None of the cost obligations stated in this Agreement include natural gas service that may be provided by GMG to the Production Facility or Producer’s Facilities. Any such service would be provided pursuant to appropriate customer agreement(s) in accordance with GMG’s service tariff at the tariffed rates.

2.18 Disconnection, Removal & Abandonment. Upon termination of this Agreement, or any subsequent renewal, Producer shall be responsible for the proper disconnection, removal, and abandonment of the Producer Facilities and Producer's equipment in accordance with all Governmental Authorizations and at Producer's sole cost, risk, and expense. GMG shall have the right to disconnect and remove the GMG Facilities and any other equipment owned by GMG from the Producer Facilities and custody transfer point upon termination of this Agreement.

ARTICLE 3

Gas Quality Specifications, Testing, and Monitoring Procedures for RNG Derived from Dairy or Other Animal Waste

3.1 Gas Quality Specifications. All RNG received into GMG’s System shall conform to the Gas Quality Specifications listed herein. Producer shall demonstrate that the receipt gas

meets the gas quality specifications. Prior to the initial delivery of gas into GMG's System, Producer must provide test results from a sample of the receipt gas from an approved laboratory. The sample analysis must demonstrate an acceptable level for each constituent before the gas will be allowed into GMG's System. The RNG must continue to meet the Gas Quality Specifications for ongoing acceptance of the RNG into GMG's System. These RNG Gas Quality Standards may be revised from time to time at GMG's sole discretion in accordance with Prudent Industry Practices upon written notice to Producer, with Producer being given time to comply with the changes in accordance with Prudent Industry Practices. As of the effective date of this Agreement, the Gas Quality Specifications are as follows:

3.1.1 All RNG shall have a total heating value (also known as gross heating value and higher heating value) of not less than nine hundred sixty-seven (967) BTUs per cubic foot, and not more than eleven hundred (1100) BTUs per cubic foot;

3.1.2 All RNG delivered shall be within the range of forty to seventy-five degrees Fahrenheit (40°F-75°F);

3.1.23.1.3 All RNG delivered shall be at a pressure between ninety-five (95) and one hundred (100) pounds per square inch gage pressure or another pressure mutually agreed upon;

3.1.33.1.4 All RNG shall have been odorized at a rate no less than half a pound (0.5) per million standard cubic feet of gas and no greater than one and a quarter pound (1.25) per million standard cubic feet. Producer shall adjust the odorization rate within the range as directed by GMG so that gas is readily detectable by a person with a normal sense of smell at a concentration in air of one-fifth of the lower explosive limit;

3.1.43.1.5 All RNG shall be commercially free (at prevailing pressure and temperature in GMG's System) from objectionable odors (except mercaptan used for odorant), dust, hydrocarbon liquids, water and any other substances that might become separated from the gas GMG's System, and Producer shall furnish, install, and maintain all devices and equipment required to effect compliance with such requirements;

3.1.53.1.6 All RNG shall contain no more than twenty (20) grains of total Sulphur; nor shall it contain more than one fourth (1/4) of one grain of hydrogen sulfide per one hundred (100) cubic feet;

3.1.63.1.7 All RNG shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, and Producer shall make every reasonable effort to keep gas free of oxygen;

3.1.73.1.8 All RNG shall not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided,

however, that the total carbon dioxide content shall not exceed three percent (3%) by volume;

3.1.83.1.9 All RNG shall have been dehydrated by RNG Producer for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60 degrees) Fahrenheit as determined by dew point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon;

3.1.93.1.10 All RNG shall not contain Ethylbenzene in a concentration of greater than 60 parts per million;

3.1.103.1.11 All RNG shall not contain Alkyl Thiols (Mercaptans) at a concentration of greater than one hundred twenty (120) parts per million;

3.1.113.1.12 All RNG shall not contain Toluene at a concentration of greater than twenty-four hundred (2,400) parts per million;

3.1.123.1.13 All RNG shall not contain Ammonia at a concentration of greater than ten (10) parts per million;

3.1.14 All RNG shall not contain Hydrogen at a concentration of greater than a thousand (1,000) parts per million;

3.1.133.1.15 All RNG shall not contain biologicals at a concentration of greater than four times ten to the fourth (4×10^4) per standard cubic foot. Biologicals may include acid producing bacteria, sulfate-reducing bacteria, or iron-oxidizing bacteria. Gas shall also be commercially free of bacteria greater than 0.2 microns in size.

3.2 Right to Refuse. GMG has the right to refuse to accept delivery of any RNG that does not meet the Gas Quality Specifications. GMG retains the right to accept non-conforming gas if, in the sole judgment of GMG, GMG determines that such acceptance will not adversely impact GMG's System or GMG's ability to maintain prudent and safe operations of GMG's System. GMG's acceptance of non-conforming gas shall neither constitute a waiver or amendment of the Gas Quality Specifications nor an assurance of future acceptance of non-conforming gas.

3.3 Compensation for Damage. Producer shall reimburse GMG for expenses incurred by or on behalf of GMG to repair and restore GMG's System due to damage or injury to GMG's System resulting from deliveries of RNG which do not conform to the Gas Quality Specifications.

3.4 Initial Testing. Prior to the injection of the RNG into GMG's System, Producer

shall demonstrate that the RNG meets the Gas Quality Specifications. Such demonstration shall include test results from a sample of the RNG produced at the Production Facility. The sample must be verified by GMG and an analysis of the RNG must demonstrate that the RNG meets acceptable levels of each component and constituent identified in the Gas Quality Specifications. The RNG must be conforming prior to GMG allowing injection to commence.

3.5 Initial Monitoring. After successful completion of the Initial Testing set forth in Section 3.4 herein, Producer shall take continuous recordings from its installed chromatographs to verify that the RNG meets the Gas Quality Specifications. GMG shall have access to view the readings. Additionally, Producer shall provide Company with test results of an analysis of the RNG from an approved laboratory every three months for the first twelve (12) month period of operation following the Commencement Date. The analysis must test for Ethylbenzene, Hydrogen Sulfide, Alkyl Thiols, Toluene, Ammonia, Hydrogen, and Biologicals. If, at any time, the RNG fails to meet the Gas Quality Specifications or the designated constituents' tolerance levels, the RNG will be shut in and Producer shall be required to repeat the Initial Test and Initial Monitoring Period protocol.

3.6 Operating Monitoring. After successfully completing the Initial Monitoring, Operating Monitoring shall commence, during which Producer shall continue to take continuous recordings from its installed chromatograph to verify that the RNG meets the Gas Quality Specifications. GMG shall have access to view the readings. Additionally, Producer shall provide GMG with test results of an analysis of the RNG from an approved laboratory every six months for as long as the Production Facility is in operation or this Agreement terminates, whichever occurs first. The analysis must test for Ethylbenzene, Hydrogen Sulfide, Alkyl Thiols, Toluene, Ammonia, Hydrogen, and Biologicals. If, at any time, the RNG fails to meet the Gas Quality Specifications or the designated constituents' tolerance levels, the RNG will be shut in and Producer shall be required to repeat the Initial Test and Initial Monitoring Period protocol.

3.7 Shut-In and Restart Procedures. The RNG may be shut-in at GMG's sole discretions upon the occurrence of any of the following:

3.7.1 The RNG is found to be not in compliance with any of the Gas Quality Specifications;

3.7.2 GMG determines that a change in the biogas source at the Production Facility or the Producer's Facilities will potentially increase the level of any constituent over the previously measured baseline levels;

3.7.23.7.3 The RNG contains constituents at concentrations which are at levels that are injurious to pipeline facilities or are at levels that present a health and/or safety hazard to GMG employees, contractors, and/or the general public; or

3.7.4 Any other issue GMG determines may jeopardize the safety or reliability of its employees, customers, service, or systems.

In the event GMG rejects the RNG for being outside of any specified gas quality range, Producer shall accept the rejected RNG from the point of interconnection. Prior to restarting injection after the RNG interconnect has been shut-in, Producer must have at least one continuous hour of gas quality within specifications per real-time monitoring and confirm the gas quality issue has been resolved to GMG's satisfaction. For each occurrence when RNG is shut-in from GMG's due to quality reasons (real time or laboratory testing), Producer shall promptly deliver to GMG a detailed report describing a) the cause of the out-of-specification parameter; b) steps taken to rectify the situation; and, c) upgraded process/operation/maintenance plan to ensure the situation does not occur again. For on-line real-time testing, flow can continue before the report is received. For off-site laboratory testing, Producer's report must be received before GMG's valve is opened.

3.8 Data Sharing. GMG shall have the right to share relevant RNG test results, whether taken by GMG or by Producer, with appropriate parties.

3.9 Change in Feedstock or Conditioning. Producer shall provide a minimum of thirty (30) days' advance notice to GMG before changing the RNG feedstock, feedstock source, or RNG conditioning process.

ARTICLE 4 TERM AND TERMINATION

4.1 Commencement Date. The "Commencement Date" for this Agreement shall be the first date, as reasonably determined by GMG, when Producer successfully completes the Initial Testing period as defined in Section 3.4 herein. If subsequent initial testing phases are required due to failure to meet the Gas Quality Specifications, the Commencement Date shall not be recalculated. At the time of execution of this Agreement, the Commencement Date is anticipated to be _____, 20____. The Parties shall complete the Addendum Regarding Commencement Date memorializing the actual Commencement Date after it occurs.

4.2 Term. This Agreement shall be effective as of the date first written above and, unless earlier terminated as provided for herein, shall continue in full force and effect through (and including) the [number of years] (____) annual anniversary of the Commencement Date (the Initial Term). Thereafter, the term of this Agreement shall automatically renew for successive [number] (____) year terms unless one Party provides written notice to the other party at least one (1) year in advance of the end of the then-existing term that it does not wish to renew the term of this Agreement.

4.3 Early Termination by GMG. This Agreement may be terminated by GMG immediately upon written notice to Producer if: (a) by act or omission Producer breaches or defaults on any material term or condition of this Agreement and Producer fails to cure such breach or default within thirty (30) calendar days after written notice from GMG; (b) Producer becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an "order for relief" as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up; (c)

Producer fails to provide delivery of the RNG to the interconnection point for in excess of three hundred and sixty-five (365) consecutive days after the Commencement Date, or (d) action of the Minnesota Public Utilities Commission, order, rule, ordinance, or statute causes this Agreement to become void, requires modification of any material term or condition of this agreement, or otherwise requires GMG to terminate this Agreement.

4.4 Early Termination by Producer. This Agreement may be terminated by Producer immediately upon written notice if: (a) by act or omission, GMG breaches or defaults on any material term or condition of this Agreement and GMG fails to cure such breach or default within thirty (30) calendar days after written notice from Producer; or (b) GMG becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an “order for relief” as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up.

4.5 Effect of Termination. Neither expiration nor termination of this Agreement shall affect the rights or responsibilities of the Parties hereunder that accrued prior to expiration or termination. Article 5 shall survive expiration or termination.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Failure to Perform. If a Party fails to comply with any of its material obligations under this Agreement, the counterparty will notify that Party of such failure as soon as reasonably possible under the circumstances. If the non-performing Party does not remedy such failure within thirty (30) days following notice from the counterparty, the Parties shall negotiate in good faith for an additional thirty (30) days thereafter to resolve the matter. If, at the end of such thirty-day negotiation period, the Parties are unable to agree to a plan to resolve the matter, either Party may suspend its rights to perform under this Agreement or alternatively, to terminate this Agreement in accordance with the provisions herein.

5.2 Insurance. Each Party shall carry and maintain casualty, liability, and such other types of insurance or such levels of self-insurance as may be necessary to cover all losses or damages arising out of its performance of its obligations under this Agreement. Each party further agrees that it shall provide the counter-party evidence of such insurance or self-insurance upon written request and, upon request, shall include the counter-party as an additional insured under such policies.

5.3 Representations and Warranties. Producer represents and warrants that the RNG delivered to GMG pursuant to this Agreement shall conform to the Gas Quality Specifications. Each Party represents and warrants that its operations pursuant to this Agreement shall be in compliance and in accordance with all Governmental Authorizations, (b) all applicable Environmental Laws, and the Gas Quality Specifications.

5.4 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE FOR (I) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING WITHOUT LIMITATION SUCH CLAIMS BASED UPON NEGLIGENCE OR STRICT**

LIABILITY), OR (II) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONTINGENT DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. EACH PARTY HEREBY DISCLAIMS THE OBLIGATIONS AND DAMAGES DESCRIBED IN CLAUSES (I) AND (II), REGARDLESS OF WHETHER GMG HAS BEEN GIVEN NOTICE OF THE POSSIBILITY OF SUCH OBLIGATIONS OR DAMAGES. Without limiting the generality of the foregoing, each Party specifically disclaims any liability for (i) special or punitive damages, penalties, damages for lost profits or revenues, loss of other equipment or systems, cost of capital, cost of substitute products or other equipment or systems, delay in performance, downtime, or shutdown or slowdown costs; and (ii) any other types of economic loss (but excluding direct damages). NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON DAMAGES IN THIS SECTION SHALL NOT LIMIT ANY AMOUNTS PAYABLE BY AN INDEMNIFYING PARTY UNDER SECTION 5.5 AS INDEMNIFICATION FOR DAMAGES PAID TO A THIRD PARTY IN A CLAIM THAT IS SUBJECT TO INDEMNITY UNDER SECTION 5.5.

5.5 Indemnification. Producer shall indemnify and hold harmless GMG and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that GMG or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to, or resulting from Producer's acts or omissions, including but not limited to any such claim based upon the negligence of Producer or its affiliates, employees, representatives, or agents.

GMG shall indemnify and hold harmless Producer and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that Producer or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to or resulting from GMG's acts or omissions, including but not limited to any such claim based upon the negligence of GMG or its affiliates, employees, representatives, or agents. GMG shall have control of the defense in any action wherein indemnity is invoked.

5.6 Notice. All notices, requests, demands and other communications under this Agreement shall be given in writing and shall be delivered or sent to the applicable Party at their respective addresses indicated below by registered or certified U.S. mail, return receipt requested and postage prepaid; by private overnight mail courier service; or by email as follows:

If to GMG, to:

President
Greater Minnesota Gas, Inc.
1900 Cardinal Lane
Faribault, MN 55021
[email address]

If to Producer, to:

[Producer]
[Address]
[email address]

or to such other person or address as either Party shall have specified by notice in writing to the other Party. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

5.7 Assignment; No Third-Party Beneficiaries Neither Party may assign this Agreement or its rights or obligations hereunder, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void and without legal effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and permitted assigns. Nothing contained in this Agreement shall be deemed to confer upon any other person or entity any right or remedy under or by reason of this Agreement. Notwithstanding the foregoing, GMG consents to Producer assigning this agreement to project lenders, or related project financing entities without its prior written consent.

5.8 Severability. If a court of competent jurisdiction determines any provision(s) of this Agreement to be illegal or excessively broad, then this Agreement shall be construed so that the remaining provisions shall not be affected but shall remain in full force and effect, and any such illegal or excessively broad provision(s) shall be deemed, without further action on the part of any person, to be modified, amended, and/or limited to the extent necessary to render the same valid and enforceable in such jurisdiction.

5.9 Amendment and Waiver. No provisions of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in a writing executed by GMG and Producer. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. No waiver by either Party at any time of any breach by the other Party of, or compliance with, any provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions at the same or at any prior or subsequent time.

5.10 MPUC Approval. GMG shall be responsible for obtaining approval from the Minnesota Public Utilities Commission for the transactions contemplated under this Agreement, if necessary ("MPUC Approval"); provided, however, Producer shall cooperate and exercise reasonable efforts to support and assist GMG in obtaining MPUC Approval which support shall

include participating in regulatory proceedings and providing non-Confidential Information concerning Producer's operations. In the event that GMG is unable to obtain any required MPUC Approval, GMG shall have the right, in its sole discretion after consultation with Producer and after determining that no other commercially viable options for the receipt of the RNG by GMG or one of its affiliates or customers exists, to immediately terminate this Agreement upon written notice to Producer.

5.11 Reporting Requirements. Producer shall provide GMG with the following information as required by the Minnesota Public Utilities Commission prior to GMG accepting RNG at the interconnection site:

5.11.1 Producer's feedstock or feedstocks.

5.11.2 The total amount of RNG expected to be provided by Producer.

5.11.3 The mix of end-uses of the digestate.

~~5.11.3~~5.11.4 If known, the state(s) in which the entity or entities purchasing the RNG from Producer are located and the end-use for which the RNG is being purchased.

Producer shall notify GMG and provide updated reporting within 30 days in the event any of the information reported pursuant to this Section changes or additional information is available during the term of this Agreement. By January 5th of each calendar year, Producer shall provide GMG with the same information for the preceding calendar year. Reporting requirements are subject to change by order of the Minnesota Public Utilities Commission from time to time and, upon notice of the same from GMG, Producer agrees to provide supply any required reporting information that is reasonably available to report.

5.12 Regulatory Changes. If state or federal regulatory requirements related to the ownership and operation of the interconnect facilities change, the Parties shall engage in good faith discussions regarding ~~related to~~ changes to the terms of this Agreement necessitated by said regulatory changes.

5.13 Documentation. The Parties understand that the intent of the Producer is to generate Environmental Attributes within one or more regulatory or voluntary programs and as such additional documentation may be required for third-party verification of the attributes. The Parties agree in good faith to meet such reporting and documentation requirements, including but not limited to the following:

5.13.1 Producer may request that the Parties execute a NAESB North American Energy Standard Board base contract and ~~TC~~Terms and Conditions agreement containing the same commercial and legal terms of this Agreement, if needed for Environmental Attribute generation and verification, and GMG agrees to review and execute such agreements provided that they contain the same terms and conditions as previously agreed.

~~5.13-15.13.2~~ GMG agrees to provide a Monthly Injection Statement with volumetric and other supporting data as needed.

5.14 Entire Agreement. This Agreement supersedes all prior agreements, whether oral or in writing, between the Parties with respect to its subject matter and constitutes the complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. There have been and are no conditions, agreements, representations, or warranties between the Parties with respect to the subject matter of this Agreement other than those set forth or provided for in this Agreement.

5.15 Counterparts; PDF Signatures. This Agreement may be executed by PDF signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.16 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MINNESOTA EXCLUDING ANY CHOICE-OF-LAW RULES THAT MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.** Each Party stipulates that any dispute or disagreement between the Parties as to the interpretation of any provision of, or the performance of obligations under, this Agreement shall be commenced and prosecuted in its entirety in, and consents to the exclusive jurisdiction and proper venue of, the federal or state courts located in the State of Minnesota and each Party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of such Party's present or future domiciles or by any other reason. The Parties acknowledge that all directions issued by the forum court, including, without limitation, all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. **EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUCH DISPUTE OR DISAGREEMENT.**

5.17 Force Majeure. If either Party is rendered unable, in whole or in part, by Force Majeure to carry out its obligations under this Agreement, then such Party shall give notice to the other Party, in accordance with this Agreement, including reasonably full particulars of such Force Majeure event within a reasonable time after it becomes aware of the occurrence of the Force Majeure, and the obligations of such Party, insofar as they are affected by such Force Majeure, shall be suspended from the commencement of such Force Majeure through the continuance of any inability so caused, but for no longer period, and such Force Majeure shall, so far as possible, be remedied by the affected Party with all reasonable dispatch. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (iv) governmental actions such as

necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Any suspension of obligation for reasons of Force Majeure shall be proportional to the effect of such Force Majeure on the particular obligation from which relief is sought, and shall not relieve any Party from its obligation to make payments hereunder which were due prior to such Force Majeure.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

GREATER MINNESOTA GAS, INC.

By: _____

Title: _____

Date: _____

[RNG PRODUCER]

By: _____

Title: _____

Date: _____

**ADDENDUM
REGARDING COMMENCEMENT DATE**

THIS ADDENDUM (the “Addendum”) amends and supplements that certain Renewable Natural Gas Interconnection Agreement (the “Agreement”) by and between Greater Minnesota Gas, Inc and [RNG Producer] dated ____ day of _____, 20__.

For all purposes of the Agreement, the Commencement Date is deemed to be _____, 20__.

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

GREATER MINNESOTA GAS, INC.

By: _____

Title: _____

Date: _____

[RNG PRODUCER]

By: _____

Title: _____

Date: _____

**NATURAL GAS SUPPLY
AGREEMENT BETWEEN
GREATER MINNESOTA GAS, INC. AND [RNG PRODUCER]**

THIS NATURAL GAS SUPPLY AGREEMENT (Agreement) is made and entered into as of this ____ day of _____, 20____, by and between Greater Minnesota Gas, Inc., a Minnesota corporation (GMG), and [RNG Producer], a [state and type of company] (Producer). GMG and Producer are also referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, GMG owns and operates an intrastate natural gas distribution system within the State of Minnesota and is regulated by the Minnesota Public Utilities Commission (MPUC); and,

WHEREAS, Producer does or will own and operate an anaerobic digester and related biogas conditioning and upgrading facilities to collect, treat, and compress gas generated from biomass at [Producer's location where interconnect facilities will be located], Minnesota to produce pipeline ready renewable natural gas (Production Facility) and Producer has exclusive rights to the biomass generated at the Production Facility; and,

WHEREAS, Producer has entered into a Renewable Natural Gas Interconnection Agreement with GMG to inject pipeline ready renewable natural gas (RNG) generated at the Production Facility into the GMG distribution network and Producer desires to sell natural gas to GMG while retaining the RNG's Environmental Attributes; and,

WHEREAS, GMG desires to purchase natural gas generated at the Production Facility for use in GMG's natural gas distribution system (GMG's System); and,

WHEREAS, the Parties desire to set forth additional terms and conditions regarding their respective rights and obligations related to transactions for the sale and purchase of natural gas produced by Producer's Production Facility, whereby GMG will be the Party purchasing and receiving the natural and Producer will be the Party selling and delivering the natural gas; and,

WHEREAS, the Parties have negotiated and agreed to the terms contained herein;

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

AGREEMENT

**ARTICLE 1
Definitions**

Capitalized terms that are not otherwise defined herein shall be given the following meanings for purposes of this Agreement:

1.1 "Confidential Information" means: (a) any confidential, non-public information, or materials of the disclosing Party or its affiliates provided by such Party or any of its representatives pursuant to this Agreement whether in tangible form or disclosed orally, and all notes, analyses, compilations, studies, interpretations, memoranda, reports, or other documents (regardless of the form thereof) prepared by the Party receiving such information or materials (or such Party's representatives) which contain, reflect, or are based upon, in whole or in part, any such information or materials; (b) the trade secrets of any Party; and (c) all technical information, whether or not any such information is specifically identified as confidential. "Confidential Information" shall not include (d) information or materials that the receiving Party can demonstrate (i) at the time of disclosure or thereafter is generally available to and known to the public or became generally available to and known to the public other than as the result of the act or omission attributable to the receiving Party or any of its representatives; (ii) is developed by the receiving Party or any of its representatives without reliance on any Confidential Information; or (iii) is or was available to the receiving Party or its representatives on a non-confidential basis from a source other than the disclosing Party or the disclosing Party's affiliates who, insofar as is known to the receiving Party or its representatives, after reasonable inquiry, is not prohibited from transmitting such information to the receiving Party or its representatives by a contractual, legal or fiduciary obligation to the disclosing Party; or (e) information or materials disclosed by a Party to such Party's affiliates or such Party's or such Party's affiliates' representatives.

1.2 "Environmental Attributes" shall mean carbon credits, greenhouse gas offsets, green tags, renewable energy credits, production tax credits, allowances for air emissions, or renewable identification numbers, nutrient trading credits, similar financial incentives or subsidies, or other similar instruments under the federal Renewable Fuels Standard, state-based Low Carbon Fuels Standard, or any other local, state, regional, federal, or international environmental programs providing incentives or credits, or any other environmental attributes associated with renewable natural gas, renewable transportation fuels, bio-fertilizers, or other products generated by the anaerobic digestion, processing of organic materials, or otherwise from operation of the Facilities, and any credits, grants, or incentive payments derived therefrom.

1.3 "Environmental Laws" shall mean any applicable federal, state, county, municipal, or local Laws, statutes, rules, regulations, Orders, consent decrees, decrees, judgments, Permits, licenses, covenants, deed restrictions, ordinances, or other requirements or standards of any kind or nature, as now existing or hereafter in effect relating to: (i) pollution or the regulation or protection of health, safety, natural resources, or the environment, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposals of hazardous substances or hazardous materials into air, water, land, or groundwater, to the withdrawal or use of groundwater, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of hazardous substances; or (ii) the construction, installation, maintenance, repair or operation of the Production Facility. "Environmental Laws" shall include, but shall not be limited to: the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and

Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state, or local statutes and regulations, all as amended from time to time.

1.4 “Natural Gas” or “NG” shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane and meeting the GMG gas quality specifications – whether the origin is fossil or renewable – but not including the Environmental Attributes of RNG as defined in 1.7.

1.5 “Pipeline Ready” shall mean NG or RNG that meets all of the Gas Quality Specifications contained in that certain Renewable Natural Gas Interconnection Agreement between the Parties related to the same Production Facility.

1.6 "Prudent Industry Practices" means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the renewable natural gas and biogas industries for facilities of similar size, type, and design, that in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with law, regulation, reliability, safety, environmental protection, applicable codes, and standards of economy, and expedition. Prudent Industry Practices are not intended to be defined as one optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions generally accepted in the industry as reasonable under the circumstances.

1.7 “Renewable Natural Gas” or “RNG” shall mean Gas derived from the decomposition of organic matter including any associated Environmental Attributes.

ARTICLE 2

Purchase and Sale of Natural Gas

2.1 Purchase and Sale of the NG. From and after the Commencement Date, subject to the terms and conditions of this Agreement, Producer shall supply Pipeline Ready NG to GMG at the interconnection point and GMG shall purchase the NG. Title to and risk of loss of the NG shall transfer from Producer to GMG at the interconnection point.

2.2 Environmental Attributes. Producer shall retain all rights to the Environmental Attributes (as defined above) associated with the RNG that it produces. GMG agrees that it does not have any claim on Environmental Attributes associated with the NG purchased under this Agreement.

2.3 Purchase and Sale Requirement. During the term of this Initial Term of this Agreement and any subsequent renewal terms, beginning on the Commencement Date, Producer shall provide produced NG and GMG shall purchase up to [amount] dekatherms of NG per day from Producer. If GMG’s market conditions change such that it can no longer redeliver the agreed upon NG supply to its customers through displacement, Producer shall have the option to either suspend production or to pay for all costs associated with modifying GMG’s facilities to allow for injection of producer’s gas into the relevant interstate pipeline.

2.4 Pricing and Payments for Deliveries. The purchase price for the NG purchased by GMG from Producer pursuant to this Agreement shall be the 95% of the average of Ventura and Demarc daily index price for natural gas produced from conventional geologic sources as published by Inside FERC (or such other successor publication or source as mutually agreed to by the Parties) or \$8.00 per dekatherm, whichever is less. In each month of the Initial Term and any subsequent renewal terms, Producer shall deliver an invoice to GMG for deliveries at the designated price reflecting the amount owing to Producer for GMG's purchases of RNG during the preceding month within 10 days following the completion of the month. GMG shall process Producer's invoices and submit payment monthly in accordance with its standard accounts payable practices but, in no event, shall payment be made on anything less than a monthly basis. In the event that the amount of an invoice is disputed, GMG may withhold payment on the disputed portion of the invoice while the Parties work to resolve the dispute, but GMG shall make payment of the undisputed amounts.

2.5 Taxes. Each Party shall be solely responsible for any and all federal, state, and local fuel use taxes, sales taxes, excise taxes, value-added taxes, duties, customs, inspection or testing fees, and all other taxes, fees, interest and charges of any nature whatsoever imposed on it as a result of the buying and selling of the NG between GMG and Producer under this Agreement. Neither Party shall be responsible for the other Party's taxes applicable to income. Further, GMG shall not be responsible for any taxes, fees, duties or charges of any nature related to any Environmental Attributes that may be monetized by Producer or any third Party that are incidental to this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Commencement Date. The "Commencement Date" for this Agreement shall be the first date, as reasonably determined by GMG, when Producer successfully completes the Initial Testing period as defined in that certain Renewable Natural Gas Interconnection Agreement between the Parties related to the same Production Facility and shall be identical to the Commencement Date of that Interconnection Agreement. . At the time of execution of this Agreement, the Commencement Date is anticipated to be _____, 20____. The Parties shall complete the Addendum Regarding Commencement Date memorializing the actual Commencement Date after it occurs.

3.2 Term. This Agreement shall be effective as of the date first written above and, unless earlier terminated as provided for herein, shall continue in full force and effect through (and including) the [number of years] (____) annual anniversary of the Commencement Date (the Initial Term). Thereafter, the term of this Agreement shall automatically renew for successive [number] (____) year terms unless one Party provides written notice to the other party at least one (1) year in advance of the end of the then-existing term that it does not wish to renew the term of this Agreement.

3.3 Early Termination by GMG. This Agreement may be terminated by GMG immediately upon written notice to Producer if: (a) by act or omission Producer breaches or defaults on any material term or condition of this Agreement and Producer fails to cure such breach or default within thirty (30) calendar days after written notice from GMG; (b) Producer

becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an “order for relief” as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up; (c) Producer fails to provide delivery of the RNG to the interconnection point for in excess of three hundred and sixty-five (365) consecutive days after the Commencement Date, or (d) action of the Minnesota Public Utilities Commission, order, rule, ordinance, or statute causes this Agreement to become void, requires modification of any material term or condition of this agreement, or otherwise requires GMG to terminate this Agreement.

3.4 Early Termination by Producer. This Agreement may be terminated by Producer immediately upon written notice if: (a) by act or omission, GMG breaches or defaults on any material term or condition of this Agreement and GMG fails to cure such breach or default within thirty (30) calendar days after written notice from Producer; or (b) GMG becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an “order for relief” as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up.

3.5 Effect of Termination. Neither expiration nor termination of this Agreement shall affect the rights or responsibilities of the Parties hereunder that accrued prior to expiration or termination. Article 5 shall survive expiration or termination.

ARTICLE 4 MISCELLANEOUS PROVISIONS

4.1 Failure to Perform. If a Party fails to comply with any of its material obligations under this Agreement, the counterparty will notify that Party of such failure as soon as reasonably possible under the circumstances. If the non-performing Party does not remedy such failure within thirty (30) days following notice from the counterparty, the Parties shall negotiate in good faith for an additional thirty (30) days thereafter to resolve the matter. If, at the end of such thirty-day negotiation period, the Parties are unable to agree to a plan to resolve the matter, either Party may suspend its rights to perform under this Agreement or alternatively, to terminate this Agreement in accordance with the provisions herein.

4.2 Insurance. Each Party shall carry and maintain casualty, liability, and such other types of insurance or such levels of self-insurance as may be necessary to cover all losses or damages arising out of its performance of its obligations under this Agreement. Each party further agrees that it shall provide the counter-party evidence of such insurance or self-insurance upon written request and, upon request, shall include the counter-party as an additional insured under such policies.

4.3 Representations and Warranties. Producer represents and warrants that the RNG delivered to GMG pursuant to this Agreement shall conform to the Gas Quality Specifications. Each Party represents and warrants that its operations pursuant to this Agreement shall be in compliance and in accordance with all Governmental Authorizations, (b) all applicable Environmental Laws, and the Gas Quality Specifications.

4.4 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE FOR (I) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING WITHOUT LIMITATION SUCH CLAIMS BASED UPON NEGLIGENCE OR STRICT LIABILITY), OR (II) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONTINGENT DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. EACH PARTY HEREBY DISCLAIMS THE OBLIGATIONS AND DAMAGES DESCRIBED IN CLAUSES (I) AND (II), REGARDLESS OF WHETHER GMG HAS BEEN GIVEN NOTICE OF THE POSSIBILITY OF SUCH OBLIGATIONS OR DAMAGES.** Without limiting the generality of the foregoing, each Party specifically disclaims any liability for (i) special or punitive damages, penalties, damages for lost profits or revenues, loss of other equipment or systems, cost of capital, cost of substitute products or other equipment or systems, delay in performance, downtime, or shutdown or slowdown costs; and (ii) any other types of economic loss (but excluding direct damages). NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON DAMAGES IN THIS SECTION SHALL NOT LIMIT ANY AMOUNTS PAYABLE BY AN INDEMNIFYING PARTY UNDER SECTION 5.5 AS INDEMNIFICATION FOR DAMAGES PAID TO A THIRD PARTY IN A CLAIM THAT IS SUBJECT TO INDEMNITY UNDER SECTION 5.5.

4.5 Indemnification. Producer shall indemnify and hold harmless GMG and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that GMG or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to, or resulting from Producer's acts or omissions, including but not limited to any such claim based upon the negligence of Producer or its affiliates, employees, representatives, or agents.

GMG shall indemnify and hold harmless Producer and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that Producer or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to or resulting from GMG's acts or omissions, including but not limited to any such claim based upon the negligence of GMG or its affiliates, employees, representatives, or agents. GMG shall have control of the defense in any action wherein indemnity is invoked.

4.6 Notice. All notices, requests, demands and other communications under this Agreement shall be given in writing and shall be delivered or sent to the applicable Party at their respective addresses indicated below by registered or certified U.S. mail, return receipt requested and postage prepaid; by private overnight mail courier service; or by email as follows:

If to GMG, to:

President
Greater Minnesota Gas, Inc.
1900 Cardinal Lane
Faribault, MN 55021
[email address]

If to Producer, to:

[Producer]
[Address]
[email address]

or to such other person or address as either Party shall have specified by notice in writing to the other Party. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

4.7 Assignment; No Third-Party Beneficiaries Neither Party may assign this Agreement or its rights or obligations hereunder, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void and without legal effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and permitted assigns. Nothing contained in this Agreement shall be deemed to confer upon any other person or entity any right or remedy under or by reason of this Agreement. Notwithstanding the foregoing, GMG consents to Producer assigning this agreement to project lenders, or related project financing entities without its prior written consent.

4.8 Severability. If a court of competent jurisdiction determines any provision(s) of this Agreement to be illegal or excessively broad, then this Agreement shall be construed so that the remaining provisions shall not be affected but shall remain in full force and effect, and any such illegal or excessively broad provision(s) shall be deemed, without further action on the part of any person, to be modified, amended, and/or limited to the extent necessary to render the same valid and enforceable in such jurisdiction.

4.9 Amendment and Waiver. No provisions of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in a writing executed by GMG and Producer. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. No waiver by either Party at any time of any breach by the other Party of, or compliance with, any provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar

provisions at the same or at any prior or subsequent time.

4.10 MPUC Approval. GMG shall be responsible for obtaining approval from the Minnesota Public Utilities Commission for the transactions contemplated under this Agreement, if necessary ("MPUC Approval"); provided, however, Producer shall cooperate and exercise reasonable efforts to support and assist GMG in obtaining MPUC Approval which support shall include participating in regulatory proceedings and providing non-Confidential Information concerning Producer's operations. In the event that GMG is unable to obtain any required MPUC Approval, GMG shall have the right, in its sole discretion after consultation with Producer and after determining that no other commercially viable options for the purchase of the NG by GMG or one of its affiliates or customers exists, to immediately terminate this Agreement upon written notice to Producer.

4.11 Regulatory Changes. If state or federal regulatory requirements related to the purchase of NG change, the Parties shall engage in good faith discussions regarding changes to the terms of this Agreement necessitated by said regulatory changes.

4.12 Entire Agreement. This Agreement supersedes all prior agreements, whether oral or in writing, between the Parties with respect to its subject matter and constitutes the complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. There have been and are no conditions, agreements, representations, or warranties between the Parties with respect to the subject matter of this Agreement other than those set forth or provided for in this Agreement.

4.13 Counterparts; PDF Signatures. This Agreement may be executed by PDF signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.14 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MINNESOTA EXCLUDING ANY CHOICE-OF-LAW RULES THAT MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.** Each Party stipulates that any dispute or disagreement between the Parties as to the interpretation of any provision of, or the performance of obligations under, this Agreement shall be commenced and prosecuted in its entirety in, and consents to the exclusive jurisdiction and proper venue of, the federal or state courts located in the State of Minnesota and each Party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of such Party's present or future domiciles or by any other reason. The Parties acknowledge that all directions issued by the forum court, including, without limitation, all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. **EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUCH DISPUTE OR DISAGREEMENT.**

4.15 Force Majeure. If either Party is rendered unable, in whole or in part, by Force Majeure to carry out its obligations under this Agreement, then such Party shall give notice to the

other Party, in accordance with this Agreement, including reasonably full particulars of such Force Majeure event within a reasonable time after it becomes aware of the occurrence of the Force Majeure, and the obligations of such Party, insofar as they are affected by such Force Majeure, shall be suspended from the commencement of such Force Majeure through the continuance of any inability so caused, but for no longer period, and such Force Majeure shall, so far as possible, be remedied by the affected Party with all reasonable dispatch. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Any suspension of obligation for reasons of Force Majeure shall be proportional to the effect of such Force Majeure on the particular obligation from which relief is sought, and shall not relieve any Party from its obligation to make payments hereunder which were due prior to such Force Majeure.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

GREATER MINNESOTA GAS, INC.

By: _____

Title: _____

Date: _____

[RNG PRODUCER]

By: _____

Title: _____

Date: _____

**ADDENDUM
REGARDING COMMENCEMENT DATE**

THIS ADDENDUM (the "Addendum") amends and supplements that certain Natural Gas Supply Agreement (the "Agreement") by and between Greater Minnesota Gas, Inc and [RNG Producer] dated ____ day of _____, 20__.

For all purposes of the Agreement, the Commencement Date is deemed to be _____, 20__.

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

GREATER MINNESOTA GAS, INC.

By: _____

Title: _____

Date: _____

[RNG PRODUCER]

By: _____

Title: _____

Date: _____

**NATURAL GAS SUPPLY
AGREEMENT BETWEEN
GREATER MINNESOTA GAS, INC. AND [RNG PRODUCER]**

THIS NATURAL GAS SUPPLY AGREEMENT (Agreement) is made and entered into as of this ____ day of _____, 20____, by and between Greater Minnesota Gas, Inc., a Minnesota corporation (GMG), and [RNG Producer], a [state and type of company] (Producer). GMG and Producer are also referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, GMG owns and operates an intrastate natural gas distribution system within the State of Minnesota and is regulated by the Minnesota Public Utilities Commission (MPUC); and,

WHEREAS, Producer does or will own and operate an anaerobic digester and related biogas conditioning and upgrading facilities to collect, treat, and compress gas generated from biomass at [Producer's location where interconnect facilities will be located], Minnesota to produce pipeline ready renewable natural gas (Production Facility) and Producer has exclusive rights to the biomass generated at the Production Facility; and,

WHEREAS, Producer has entered into a Renewable Natural Gas Interconnection Agreement with GMG to inject pipeline ready renewable natural gas (RNG) generated at the Production Facility into the GMG distribution network and Producer desires to sell natural gas to GMG while retaining the RNG's Environmental Attributes; and,

WHEREAS, GMG desires to purchase natural gas generated at the Production Facility for use in GMG's natural gas distribution system (GMG's System); and,

WHEREAS, the Parties desire to set forth additional terms and conditions regarding their respective rights and obligations related to transactions for the sale and purchase of natural gas produced by Producer's Production Facility, whereby GMG will be the Party purchasing and receiving the natural and Producer will be the Party selling and delivering the natural gas; and,

WHEREAS, the Parties have negotiated and agreed to the terms contained herein;

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

AGREEMENT

**ARTICLE 1
Definitions**

Capitalized terms that are not otherwise defined herein shall be given the following meanings for purposes of this Agreement:

1.1 "Confidential Information" means: (a) any confidential, non-public information, or materials of the disclosing Party or its affiliates provided by such Party or any of its representatives pursuant to this Agreement whether in tangible form or disclosed orally, and all notes, analyses, compilations, studies, interpretations, memoranda, reports, or other documents (regardless of the form thereof) prepared by the Party receiving such information or materials (or such Party's representatives) which contain, reflect, or are based upon, in whole or in part, any such information or materials; (b) the trade secrets of any Party; and (c) all technical information, whether or not any such information is specifically identified as confidential. "Confidential Information" shall not include (d) information or materials that the receiving Party can demonstrate (i) at the time of disclosure or thereafter is generally available to and known to the public or became generally available to and known to the public other than as the result of the act or omission attributable to the receiving Party or any of its representatives; (ii) is developed by the receiving Party or any of its representatives without reliance on any Confidential Information; or (iii) is or was available to the receiving Party or its representatives on a non-confidential basis from a source other than the disclosing Party or the disclosing Party's affiliates who, insofar as is known to the receiving Party or its representatives, after reasonable inquiry, is not prohibited from transmitting such information to the receiving Party or its representatives by a contractual, legal or fiduciary obligation to the disclosing Party; or (e) information or materials disclosed by a Party to such Party's affiliates or such Party's or such Party's affiliates' representatives.

1.2 "Environmental Attributes" shall mean carbon credits, greenhouse gas offsets, green tags, renewable energy credits, production tax credits, allowances for air emissions, or renewable identification numbers, nutrient trading credits, similar financial incentives or subsidies, or other similar instruments under the federal Renewable Fuels Standard, state-based Low Carbon Fuels Standard, or any other local, state, regional, federal, or international environmental programs providing incentives or credits, or any other environmental attributes associated with renewable natural gas, renewable transportation fuels, bio-fertilizers, or other products generated by the anaerobic digestion, processing of organic materials, or otherwise from operation of the Facilities, and any credits, grants, or incentive payments derived therefrom.

1.3 "Environmental Laws" shall mean any applicable federal, state, county, municipal, or local Laws, statutes, rules, regulations, Orders, consent decrees, decrees, judgments, Permits, licenses, covenants, deed restrictions, ordinances, or other requirements or standards of any kind or nature, as now existing or hereafter in effect relating to: (i) pollution or the regulation or protection of health, safety, natural resources, or the environment, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposals of hazardous substances or hazardous materials into air, water, land, or groundwater, to the withdrawal or use of groundwater, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of hazardous substances; or (ii) the construction, installation, maintenance, repair or operation of the Production Facility. "Environmental Laws" shall include, but shall not be limited to: the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and

Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state, or local statutes and regulations, all as amended from time to time.

1.4 “Natural Gas” or “NG” shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane and meeting the GMG gas quality specifications – whether the origin is fossil or renewable – but not including the Environmental Attributes of RNG as defined in 1.7.

1.5 “Pipeline Ready” shall mean NG or RNG that meets all of the Gas Quality Specifications contained in that certain Renewable Natural Gas Interconnection Agreement between the Parties related to the same Production Facility.

1.6 "Prudent Industry Practices" means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the renewable natural gas and biogas industries for facilities of similar size, type, and design, that in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with law, regulation, reliability, safety, environmental protection, applicable codes, and standards of economy, and expedition. Prudent Industry Practices are not intended to be defined as one optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions generally accepted in the industry as reasonable under the circumstances.

1.7 “Renewable Natural Gas” or “RNG” shall mean Gas derived from the decomposition of organic matter including any associated Environmental Attributes.

ARTICLE 2

Purchase and Sale of Natural Gas

2.1 Purchase and Sale of the NG. From and after the Commencement Date, subject to the terms and conditions of this Agreement, Producer shall supply Pipeline Ready NG to GMG at the interconnection point and GMG shall purchase the NG. Title to and risk of loss of the NG shall transfer from Producer to GMG at the interconnection point.

2.2 Environmental Attributes. Producer shall retain all rights to the Environmental Attributes (as defined above) associated with the RNG that it produces. GMG agrees that it does not have any claim on Environmental Attributes associated with the NG purchased under this Agreement.

2.3 Purchase and Sale Requirement. During the term of this Initial Term of this Agreement and any subsequent renewal terms, beginning on the Commencement Date, Producer shall provide produced NG and GMG shall purchase up to [amount] dekatherms of NG per day from Producer. If GMG’s market conditions change such that it can no longer redeliver the agreed upon NG supply to its customers through displacement, Producer shall have the option to either suspend production or to pay for all costs associated with modifying GMG’s facilities to allow for injection of producer’s gas into the relevant interstate pipeline.

2.4 Pricing and Payments for Deliveries. The purchase price for the NG purchased by GMG from Producer pursuant to this Agreement shall be the 95% of the average of Ventura and Demarc daily index price for natural gas produced from conventional geologic sources as published by Inside FERC (or such other successor publication or source as mutually agreed to by the Parties) or \$8.00 per dekatherm, whichever is less. In each month of the Initial Term and any subsequent renewal terms, Producer shall deliver an invoice to GMG for deliveries at the designated price reflecting the amount owing to Producer for GMG's purchases of RNG during the preceding month within 10 days following the completion of the month. GMG shall process Producer's invoices and submit payment monthly in accordance with its standard accounts payable practices but, in no event, shall payment be made on anything less than a monthly basis. In the event that the amount of an invoice is disputed, GMG may withhold payment on the disputed portion of the invoice while the Parties work to resolve the dispute, but GMG shall make payment of the undisputed amounts.

2.5 Taxes. Each Party shall be solely responsible for any and all federal, state, and local fuel use taxes, sales taxes, excise taxes, value-added taxes, duties, customs, inspection or testing fees, and all other taxes, fees, interest and charges of any nature whatsoever imposed on it as a result of the buying and selling of the NG between GMG and Producer under this Agreement. Neither Party shall be responsible for the other Party's taxes applicable to income. Further, GMG shall not be responsible for any taxes, fees, duties or charges of any nature related to any Environmental Attributes that may be monetized by Producer or any third Party that are incidental to this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Commencement Date. The "Commencement Date" for this Agreement shall be the first date, as reasonably determined by GMG, when Producer successfully completes the Initial Testing period as defined in that certain Renewable Natural Gas Interconnection Agreement between the Parties related to the same Production Facility and shall be identical to the Commencement Date of that Interconnection Agreement. . At the time of execution of this Agreement, the Commencement Date is anticipated to be _____, 20____. The Parties shall complete the Addendum Regarding Commencement Date memorializing the actual Commencement Date after it occurs.

3.2 Term. This Agreement shall be effective as of the date first written above and, unless earlier terminated as provided for herein, shall continue in full force and effect through (and including) the [number of years] (____) annual anniversary of the Commencement Date (the Initial Term). Thereafter, the term of this Agreement shall automatically renew for successive [number] (____) year terms unless one Party provides written notice to the other party at least one (1) year in advance of the end of the then-existing term that it does not wish to renew the term of this Agreement.

3.3 Early Termination by GMG. This Agreement may be terminated by GMG immediately upon written notice to Producer if: (a) by act or omission Producer breaches or defaults on any material term or condition of this Agreement and Producer fails to cure such breach or default within thirty (30) calendar days after written notice from GMG; (b) Producer

becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an “order for relief” as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up; (c) Producer fails to provide delivery of the RNG to the interconnection point for in excess of three hundred and sixty-five (365) consecutive days after the Commencement Date, or (d) action of the Minnesota Public Utilities Commission, order, rule, ordinance, or statute causes this Agreement to become void, requires modification of any material term or condition of this agreement, or otherwise requires GMG to terminate this Agreement.

3.4 Early Termination by Producer. This Agreement may be terminated by Producer immediately upon written notice if: (a) by act or omission, GMG breaches or defaults on any material term or condition of this Agreement and GMG fails to cure such breach or default within thirty (30) calendar days after written notice from Producer; or (b) GMG becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an “order for relief” as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up.

3.5 Effect of Termination. Neither expiration nor termination of this Agreement shall affect the rights or responsibilities of the Parties hereunder that accrued prior to expiration or termination. Article 5 shall survive expiration or termination.

ARTICLE 4 MISCELLANEOUS PROVISIONS

4.1 Failure to Perform. If a Party fails to comply with any of its material obligations under this Agreement, the counterparty will notify that Party of such failure as soon as reasonably possible under the circumstances. If the non-performing Party does not remedy such failure within thirty (30) days following notice from the counterparty, the Parties shall negotiate in good faith for an additional thirty (30) days thereafter to resolve the matter. If, at the end of such thirty-day negotiation period, the Parties are unable to agree to a plan to resolve the matter, either Party may suspend its rights to perform under this Agreement or alternatively, to terminate this Agreement in accordance with the provisions herein.

4.2 Insurance. Each Party shall carry and maintain casualty, liability, and such other types of insurance or such levels of self-insurance as may be necessary to cover all losses or damages arising out of its performance of its obligations under this Agreement. Each party further agrees that it shall provide the counter-party evidence of such insurance or self-insurance upon written request and, upon request, shall include the counter-party as an additional insured under such policies.

4.3 Representations and Warranties. Producer represents and warrants that the RNG delivered to GMG pursuant to this Agreement shall conform to the Gas Quality Specifications. Each Party represents and warrants that its operations pursuant to this Agreement shall be in compliance and in accordance with all Governmental Authorizations, (b) all applicable Environmental Laws, and the Gas Quality Specifications.

4.4 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE FOR (I) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING WITHOUT LIMITATION SUCH CLAIMS BASED UPON NEGLIGENCE OR STRICT LIABILITY), OR (II) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONTINGENT DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. EACH PARTY HEREBY DISCLAIMS THE OBLIGATIONS AND DAMAGES DESCRIBED IN CLAUSES (I) AND (II), REGARDLESS OF WHETHER GMG HAS BEEN GIVEN NOTICE OF THE POSSIBILITY OF SUCH OBLIGATIONS OR DAMAGES.** Without limiting the generality of the foregoing, each Party specifically disclaims any liability for (i) special or punitive damages, penalties, damages for lost profits or revenues, loss of other equipment or systems, cost of capital, cost of substitute products or other equipment or systems, delay in performance, downtime, or shutdown or slowdown costs; and (ii) any other types of economic loss (but excluding direct damages). NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON DAMAGES IN THIS SECTION SHALL NOT LIMIT ANY AMOUNTS PAYABLE BY AN INDEMNIFYING PARTY UNDER SECTION 5.5 AS INDEMNIFICATION FOR DAMAGES PAID TO A THIRD PARTY IN A CLAIM THAT IS SUBJECT TO INDEMNITY UNDER SECTION 5.5.

4.5 Indemnification. Producer shall indemnify and hold harmless GMG and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that GMG or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to, or resulting from Producer's acts or omissions, including but not limited to any such claim based upon the negligence of Producer or its affiliates, employees, representatives, or agents.

GMG shall indemnify and hold harmless Producer and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that Producer or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to or resulting from GMG's acts or omissions, including but not limited to any such claim based upon the negligence of GMG or its affiliates, employees, representatives, or agents. GMG shall have control of the defense in any action wherein indemnity is invoked.

4.6 Notice. All notices, requests, demands and other communications under this Agreement shall be given in writing and shall be delivered or sent to the applicable Party at their respective addresses indicated below by registered or certified U.S. mail, return receipt requested and postage prepaid; by private overnight mail courier service; or by email as follows:

If to GMG, to:

President
Greater Minnesota Gas, Inc.
1900 Cardinal Lane
Faribault, MN 55021
[email address]

If to Producer, to:

[Producer]
[Address]
[email address]

or to such other person or address as either Party shall have specified by notice in writing to the other Party. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

4.7 Assignment; No Third-Party Beneficiaries Neither Party may assign this Agreement or its rights or obligations hereunder, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void and without legal effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and permitted assigns. Nothing contained in this Agreement shall be deemed to confer upon any other person or entity any right or remedy under or by reason of this Agreement. Notwithstanding the foregoing, GMG consents to Producer assigning this agreement to project lenders, or related project financing entities without its prior written consent.

4.8 Severability. If a court of competent jurisdiction determines any provision(s) of this Agreement to be illegal or excessively broad, then this Agreement shall be construed so that the remaining provisions shall not be affected but shall remain in full force and effect, and any such illegal or excessively broad provision(s) shall be deemed, without further action on the part of any person, to be modified, amended, and/or limited to the extent necessary to render the same valid and enforceable in such jurisdiction.

4.9 Amendment and Waiver. No provisions of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in a writing executed by GMG and Producer. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. No waiver by either Party at any time of any breach by the other Party of, or compliance with, any provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar

provisions at the same or at any prior or subsequent time.

4.10 MPUC Approval. GMG shall be responsible for obtaining approval from the Minnesota Public Utilities Commission for the transactions contemplated under this Agreement, if necessary ("MPUC Approval"); provided, however, Producer shall cooperate and exercise reasonable efforts to support and assist GMG in obtaining MPUC Approval which support shall include participating in regulatory proceedings and providing non-Confidential Information concerning Producer's operations. In the event that GMG is unable to obtain any required MPUC Approval, GMG shall have the right, in its sole discretion after consultation with Producer and after determining that no other commercially viable options for the purchase of the NG by GMG or one of its affiliates or customers exists, to immediately terminate this Agreement upon written notice to Producer.

4.11 Regulatory Changes. If state or federal regulatory requirements related to the purchase of NG change, the Parties shall engage in good faith discussions regarding changes to the terms of this Agreement necessitated by said regulatory changes.

4.12 Entire Agreement. This Agreement supersedes all prior agreements, whether oral or in writing, between the Parties with respect to its subject matter and constitutes the complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. There have been and are no conditions, agreements, representations, or warranties between the Parties with respect to the subject matter of this Agreement other than those set forth or provided for in this Agreement.

4.13 Counterparts; PDF Signatures. This Agreement may be executed by PDF signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.14 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MINNESOTA EXCLUDING ANY CHOICE-OF-LAW RULES THAT MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.** Each Party stipulates that any dispute or disagreement between the Parties as to the interpretation of any provision of, or the performance of obligations under, this Agreement shall be commenced and prosecuted in its entirety in, and consents to the exclusive jurisdiction and proper venue of, the federal or state courts located in the State of Minnesota and each Party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of such Party's present or future domiciles or by any other reason. The Parties acknowledge that all directions issued by the forum court, including, without limitation, all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. **EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUCH DISPUTE OR DISAGREEMENT.**

4.15 Force Majeure. If either Party is rendered unable, in whole or in part, by Force Majeure to carry out its obligations under this Agreement, then such Party shall give notice to the

other Party, in accordance with this Agreement, including reasonably full particulars of such Force Majeure event within a reasonable time after it becomes aware of the occurrence of the Force Majeure, and the obligations of such Party, insofar as they are affected by such Force Majeure, shall be suspended from the commencement of such Force Majeure through the continuance of any inability so caused, but for no longer period, and such Force Majeure shall, so far as possible, be remedied by the affected Party with all reasonable dispatch. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Any suspension of obligation for reasons of Force Majeure shall be proportional to the effect of such Force Majeure on the particular obligation from which relief is sought, and shall not relieve any Party from its obligation to make payments hereunder which were due prior to such Force Majeure.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

GREATER MINNESOTA GAS, INC.

By: _____

Title: _____

Date: _____

[RNG PRODUCER]

By: _____

Title: _____

Date: _____

**ADDENDUM
REGARDING COMMENCEMENT DATE**

THIS ADDENDUM (the “Addendum”) amends and supplements that certain Natural Gas Supply Agreement (the “Agreement”) by and between Greater Minnesota Gas, Inc and [RNG Producer] dated ____ day of _____, 20__.

For all purposes of the Agreement, the Commencement Date is deemed to be _____, 20__.

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

GREATER MINNESOTA GAS, INC.

By: _____

Title: _____

Date: _____

[RNG PRODUCER]

By: _____

Title: _____

Date: _____

CERTIFICATE OF SERVICE

I, Kristine Anderson, hereby certify that I have this day served a true and correct copy of the following document to all persons at the addresses indicated on the attached list by electronic filing and service or by depositing the same enveloped with postage paid in the United States Mail at Faribault, Minnesota, each as shown on the attached list:

**Letter Clarifying Record and Identifying Position
Regarding Department Recommendations
Docket No. G-022/M-24-236**

filed this 9th day of December, 2024.

/s/ Kristine A. Anderson
Kristine A. Anderson, Esq.
Corporate Attorney
Greater Minnesota Gas, Inc.

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Kristine	Anderson	kanderson@greatermngas.com	Greater Minnesota Gas, Inc. & Greater MN Transmission, LLC	1900 Cardinal Lane PO Box 798 Faribault, MN 55021	Electronic Service	No	OFF_SL_24-236_M-24-236
Robin	Burke	rburke@greatermngas.com	Greater Minnesota Gas, Inc. & Greater MN Transmission, LLC	1900 Cardinal Ln PO Box 798 Faribault, MN 55021	Electronic Service	No	OFF_SL_24-236_M-24-236
Cody	Chilson	cchilson@greatermngas.com	Greater Minnesota Gas, Inc. & Greater MN Transmission, LLC	1900 Cardinal Ln PO Box 798 Faribault, MN 55021	Electronic Service	No	OFF_SL_24-236_M-24-236
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_24-236_M-24-236
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 55101-2198	Electronic Service	No	OFF_SL_24-236_M-24-236
Nicolle	Kupser	nkupser@greatermngas.com	Greater Minnesota Gas, Inc. & Greater MN Transmission, LLC	1900 Cardinal Ln PO Box 798 Faribault, MN 55021	Electronic Service	No	OFF_SL_24-236_M-24-236
Greg	Palmer	gpalmer@greatermngas.com	Greater Minnesota Gas, Inc. & Greater MN Transmission, LLC	1900 Cardinal Ln PO Box 798 Faribault, MN 55021	Electronic Service	No	OFF_SL_24-236_M-24-236
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 55101-2131	Electronic Service	Yes	OFF_SL_24-236_M-24-236
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th PI E Ste 350 Saint Paul, MN 55101	Electronic Service	Yes	OFF_SL_24-236_M-24-236