



Copies of the official tariff sheets are available at offices providing service under the tariffs, and at the offices of the Minnesota Public Utility Commission (“Commission”). The information available here attempts to be materially the same, but should there be any conflicts or discrepancies, in all cases the official tariffs on file with the Commission will take precedence over these documents.

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**MINNESOTA ENERGY RESOURCES CORPORATION
NATURAL GAS SALES AGREEMENT**

This Natural Gas Sales Agreement (“Agreement”) is made and effective by and between Minnesota Energy Resources Corporation (“MERC” or “Company”) and _____ (“Customer”).

It is hereby agreed as follows:

1. **Availability and Description of Services.** Company hereby agrees to sell and deliver and customer hereby agrees to purchase and receive natural gas at the location(s) and accounts listed in Appendix A. The natural gas shall be used by the Customer for the following specific uses: _____.

2. **Applicable Tariffed Rate.** Customer shall elect from the following tariffed services, as referenced from Company’s Tariff and Rate Book, Section 5.0, subject to Company approval for the accounts listed in Appendix A nominating firm/interruptible service.

Applicable Tariffs if Customer supplied by Northern Natural Gas:

Rate Schedule NNG Interruptible Services	Rate Schedule NNG Firm/Interruptible Service
Commercial & Industrial Interruptible Class 1	Commercial & Industrial Firm/Interruptible Class 1
Commercial & Industrial Interruptible Class 2	Commercial & Industrial Firm/Interruptible Class 2
Commercial & Industrial Interruptible Class 3	Commercial & Industrial Firm/Interruptible Class 3
Commercial & Industrial Interruptible Class 4	Commercial & Industrial Firm/Interruptible Class 4
Commercial & Industrial Interruptible Class 5	Commercial & Industrial Firm/Interruptible Class 5
Rate Schedule NNG Agricultural Grain Dryer Service Interruptible Services	
Agriculture Grain Dryer Class 1	
Agriculture Grain Dryer Class 2	
Agriculture Grain Dryer Class 3	
Rate Schedule NNG Electric Generation Service Interruptible Service	Rate Schedule NNG Electric Generation Service Firm/Interruptible Service
Electric Generation Class 1	Electric Generation Firm/Interruptible Class 1
Electric Generation Class 2	Electric Generation Firm/Interruptible Class 2



Applicable Tariffs if Customer supplied by Viking Gas Transmission, Great Lakes Gas Transmission, and Centra Pipeline in MERC’s Minnesota Service Area:

Rate Schedule Consolidated Interruptible Services	Rate Schedule Consolidated Firm/Interruptible Service
Commercial & Industrial Interruptible Class 1	Commercial & Industrial Firm/Interruptible Class 1
Commercial & Industrial Interruptible Class 2	Commercial & Industrial Firm/Interruptible Class 2
Commercial & Industrial Interruptible Class 3	Commercial & Industrial Firm/Interruptible Class 3
Commercial & Industrial Interruptible Class 4	Commercial & Industrial Firm/Interruptible Class 4
Commercial & Industrial Interruptible Class 5	Commercial & Industrial Firm/Interruptible Class 5
Rate Schedule Consolidated Agricultural Grain Dryer Service Interruptible Service	
Agriculture Grain Dryer Class 1	
Agriculture Grain Dryer Class 2	
Agriculture Grain Dryer Class 3	
Rate Schedule Consolidated Electric Generation Service Interruptible Service	Rate Schedule Consolidated Electric Generation Service Firm/Interruptible Service
Electric Generation Class 1	Electric Generation Firm/Interruptible Class 1
Electric Generation Class 2	Electric Generation Firm/Interruptible Class 2

3. **Terms of Sale.** Natural gas sold and delivered hereunder shall be furnished in accordance with Company’s Tariffs, including General Rules, Regulations, Terms and Conditions, and all applicable regulations, terms and conditions of service as filed with the Minnesota Public Utility Commission, as modified from time to time by Company (and which by this reference are made a part hereof). Customer may inspect or obtain a copy of such rates, regulations, terms and conditions upon request.

It is specifically agreed that Company shall have the right to make and to file with the regulatory authority of the state in accordance with the rules and regulations of such regulatory authority and the applicable statutes of the state, such changes in rates and new rates or rate schedules as are required to enable Company to recover its cost of service including a fair return.



4. **Nature of Sale.** Based on the Customer's election of tariffed service, certain portions of the delivery of natural gas may be firm gas and other portions of the delivery and supply may be interruptible.

- a. Firm Service ("Daily Firm Nomination"). All Daily Firm Nomination quantities will be considered first through the customer's meter on each gas day, which begins at 9:00am (Central Clock time). If a partial day curtailment is called, the customer's Daily Firm Nomination will be prorated by, and applied to, the number of hours remaining in the gas day when the curtailment goes into effect. A partial day curtailment means a curtailment that is effective any time after 9:00am (Central Clock time). The Daily Firm Nomination of gas to be supplied and delivered hereunder shall be indicated in Appendix A in terms and shall be the maximum volume of gas the Company is obligated to supply and deliver to the Customer on any day. To maintain the integrity of Company's natural gas system, Daily Firm Nominations may be curtailed as provided for in Section 8.00 of the Company's General Rules, Regulations, Terms and Conditions. A Customer selecting a purely interruptible rate will not be eligible during the term of this Agreement for firm service unless otherwise permitted by the Company in accordance with Section 6 of this Agreement.
- b. Interruptible Service. All volumes above nominated Daily Firm Nomination quantities shall be on an interruptible basis. Interruptible Service is subject to curtailment or interruption whenever required by Company or its supplier for the protection of deliveries of firm gas or deliveries of other gas carrying a higher priority than that delivered hereunder as indicated and described within the Company's Tariffed Rate, General Rules, Regulations, and Terms and Conditions of Service. Customer must: (1) have and maintain adequate standby facilities and have available sufficient fuel supplies to maintain operations during periods of curtailment; or (2) agree to curtail the use of interruptible gas on one hour's notice when requested by Company.

Any volume of gas exceeding the designated Daily Firm Nomination, as indicated in Appendix A, taken by a customer after one hour of when Company has notified Customer of curtailment or interruption ordered hereunder shall be considered unauthorized volumes. If a customer fails to discontinue use of gas within one hour of such request, the customer will be deemed to have taken unauthorized gas. Company shall have the right to shut off customer's supply of gas in the event of failure to discontinue use after such request. Customer's usage of unauthorized volumes is subject to penalties for unauthorized use in accordance with Company's tariffs. Such charge will be in addition to the normal rate for volumes consumed unless such volumes were taken because of a *force majeure* operating situation. A *force majeure* operating situation is defined as a situation involving unintentional runaway takes of gas directly resulting from fire, flood, earthquake, storm, impact by a falling or out-of-control object, explosion, riot,



vandalism, war or insurrection. In the event of a *force majeure* operating situation, Customer shall notify Company at once and shall furnish proof in writing that the taking of such unauthorized volumes was a direct result of the *force majeure* operating situation.

The payment for unauthorized volumes shall not give Customer the right to take unauthorized volumes, nor shall such payment exclude or limit any other remedies, including the discontinuance and disconnection of service, available to Company against the Customer for failure to comply with its obligation to stay within its authorized limitations.

Regardless of whether Customer has standby facilities, Customer must fully suspend all interruptible natural gas usage within one hour of being requested to do so by the Company. Customer is solely responsible to install, maintain, and test any standby systems. The Company bears no responsibility for the evaluation or operation of Customer's standby facilities. Failure of Customer's standby facilities, failure to obtain adequate alternative fuel supplies, failure to provide the Company with correct or updated contact information, or a failure to appropriately verify or correct for errors in contact information on file with the Company shall not be considered justification for disregard of curtailment orders. Company may shut off gas to any customer who fails to comply with a curtailment order.

5. **Delivery Pressure.** Delivery of natural gas by Company shall be at such varying pressures as may exist under operating conditions in the pipeline of Company at the point of delivery.

6. **Term.** This Agreement shall become effective on _____, 20____, and shall continue in effect until _____, 20__, and unless terminated on such date, shall continue in effect thereafter until cancelled by either party on ninety (90) days' prior written notice, subject to applicable conditions regarding transfer of service.

7. **Request to Transfer Service or Modify Daily Firm Nomination.** Customer agrees to be subject to the terms of the services herein for the period November 1 through October 31. Customer may not transfer to non-interruptible service or modify Daily Firm Nominations until the next November 1st and must notify the Company in writing at least ninety days prior to the transfer or proposed modification in Daily Firm Nomination. Customer shall fill out a Notice of Intent to Switch Natural Gas Services form and submit it to the Company for a proposed transfer or modification in Daily Firm Nomination. Such transfer or modification in Daily Firm Nomination will only be approved by the Company if the Company is able to arrange adequate additional firm gas supplies, transportation and distribution resources to meet the needs imposed on its system by the Customer, without jeopardizing system reliability or increasing costs for its other customers. If Customer faces unforeseen circumstances that were not known



ninety days prior to November 1, Customer may request a waiver of the notice requirement to allow Customer to transfer or modify Daily Firm Nomination. The Company has sole discretion to grant or deny such a request and may only grant such a request if the Company determines that (1) unforeseen circumstances prevented Customer from timely requesting to transfer service, (2) adequate gas supply and interstate pipeline capacity is available to serve Customer, and (3) the waiver will not result in any detriment to existing system sales customers. If the Company waives the notice requirement, the Company may require the customer to pay an exit fee to recover the costs related to a switch to or from service under this rate schedule. This exit fee may include, but is not limited to, any above market gas commodity costs, any interstate pipeline transportation and/or storage costs, and any other demand costs.

8. **Billing and Payment.** Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Upon request, Company shall give Customer the approximate date on which Customer should receive its bill each month, and if a bill is not received or is lost, Company shall, upon request, issue a duplicate. Failure to receive a bill shall not relieve Customer from payment.

The bill shall be considered rendered to Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. Bills become delinquent if not paid within seventeen (17) days after rendering of the bill. When Customer payments are made by mail, bills will be considered as having been paid on the date of mailing as shown by postmark.

Late payment penalties are assessed on the past due amount and shall not exceed one and one-half percent (1½%) per month of the past due amount. The penalty date shall be not less than seventeen (17) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. Mail payments are considered to have been paid on the date of the postmark. If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

9. **Notices.** Notices to Company under this Agreement shall be addressed to it at its State office at Minnesota Energy Resources Corporation, 2685 145th Street West, Rosemount, MN 55068, and notices to Customer, including notices of interruption as specified in Company's tariff terms and conditions, shall be directed to:

Title of person to be notified: _____

Telephone Number: _____

Address: _____



Either party may change its address or person to receive notice under this section at any time upon written notice.

The Company utilizes a curtailment notification system to notify customers if they are required to curtail their natural gas usage. Customer must fully suspend the use of all interruptible gas volumes on one hours' notice. It is Customer's sole responsibility to notify MERC of any changes in the contact information to be used for curtailment notifications. If you fail to notify the Company of an update and as a result, fail to fully comply with a curtailment order, you will be charged the full penalty for any unauthorized gas usage.

10. **Succession and Assignment.** This Agreement and each of its terms shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

11. **Regulatory Commission Authority.** This Agreement is subject to, and conditioned upon, Company and/or its supplier, securing the necessary approval of any regulatory authorities having jurisdiction, for the sale of the natural gas contemplated hereunder, and the construction and operation of the necessary facilities required to deliver said natural gas.

12. **Entire Agreement.** This Agreement and Company's Tariffed Rates, General Rules, Regulations, and Terms and Conditions of Service constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter. In the event of any conflict between the terms of this Agreement and the Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service, the Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service shall control. The parties have executed this Agreement as evidenced by their signatures below.

"Company"

"Customer"

Minnesota Energy Resources Corporation
("MERC")

(print name)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX A. CUSTOMER ACCOUNT, LOCATION, AND DAILY FIRM NOMINATIONS

Address	Account Number	Applicable Tariff	Daily Firm Nomination (daily/therm)



MINNESOTA ENERGY RESOURCES CORPORATION TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement (“Agreement”) is made and effective by and between Minnesota Energy Resources Corporation (“MERC” or “Company”) and _____ (“Customer”).

Whereas, Customer has obtained or will obtain supplies of natural gas and desires Company to receive such natural gas and transport and deliver such gas to Customer, and to provide certain other related services to Customer; and

Whereas, Company is willing to provide natural gas transportation and related services to Customer, subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants contained herein, Company and Customer agree as follows:

1. **Availability and Description of Services.** Service under this Agreement is available to an eligible Customer that: (1) is not receiving sales service under the Natural Gas Sales Service Agreement and (2) purchases its own gas supplies that can be transported by pipeline and then delivered to Customer on an interruptible or joint firm/interruptible basis by Company. Service will be provided on a firm basis contingent upon adequate system capacity only if Customer has arranged firm transportation for such gas supplies on the interstate pipeline serving Company’s distribution system. Further, if a gas supplier arranges for firm transportation on behalf of the Customer, gas supplier and Customer shall sign a joint certification confirming said firm transportation of gas supply shall be executed and attached as Appendix B to this Agreement. The use of interruptible transportation service is only available if Customer has and will maintain both the proven capability and adequate fuel supplies to use alternate fuel if Company’s service to such Customer is interrupted. At Company’s request, Customer must reasonably demonstrate that it has such capability and fuel supplies and a Human Needs Customer must provide an affidavit that it will maintain both the proven capability and adequate fuel supplies. Customer represents that it meets the service availability requirements for transportation service under this Agreement.

Customer will receive services under this Agreement for the accounts and locations as provided in Appendix A. If Customer will have a gas supplier (a “Marketer”) arrange for transportation on behalf of Customer, Marketer shall execute an Agent Verification Agreement.

2. **Service Conditions and Requirements.** Service hereunder is provided by Company pursuant to its Transportation Rate Schedule, Sheet Nos. 6.00 et seq. and pursuant to the General Rules, Regulations, Terms and Conditions, all as contained in Company’s Gas Tariff



on file with the Minnesota Public Utilities Commission (“Commission”), as the same may be amended, modified or superseded from time to time (the “Tariff”). Customer is responsible for reimbursing Company for all on-site plant investments, including telemetry equipment, installed by Company to provide transportation service to Customer. Any such investment shall remain the property of Company. Customer shall reimburse Company for the costs incurred by Company to install telemetry equipment or other related improvements. Any such equipment and improvements shall remain the property of Company.

3. **Applicable Tariffs.** Customer shall elect from the following tariffed services, as referenced from Company’s Tariff and Rate Book, Section 6.0, subject to Company approval for the accounts listed in Appendix A.

Applicable Tariffs:

- Commercial & Industrial Firm/Interruptible Class 1 Transport
- Commercial & Industrial Firm/Interruptible Class 2 Transport
- Commercial & Industrial Firm/Interruptible Class 3 Transport
- Commercial & Industrial Firm/Interruptible Class 4 Transport
- Commercial & Industrial Firm/Interruptible Class 5 Transport
- Agricultural Grain Dryer Interruptible Class 1 Transport
- Agricultural Grain Dryer Interruptible Class 2 Transport
- Agricultural Grain Dryer Interruptible Class 3 Transport
- Electric Generation Firm/Interruptible Class 1 Transport
- Electric Generation Firm/Interruptible Class 2 Transport

Optional Services: The following services are available at Customer’s option, subject to the conditions set forth in Section 6.0 of the Company’s Tariffs:

- Aggregation Service (applies to Marketer)
- End User Allocation Agreement

Customer shall, upon request of Company, execute such agreements as Company deems necessary or appropriate to effectuate the above services.

4. **Firm/Interruptible Service.** Customer elects, subject to the agreement of Company, the amount of Daily Firm Nomination as indicated by account, in Appendix A. Any usage above that amount shall be interruptible. To the extent that Customer has selected Daily Firm Nomination, Customer agrees to the following:



- a. Customer represents and warrants to Company that it, or its gas supply or both, will maintain, or will have and maintain at all relevant times, firm transportation rights on transporting pipelines upstream of Company's natural gas distribution system to deliver on a firm basis all volumes of gas to Company for Customer's accounts identified in Appendix A.
 - b. In the event any such firm transportation rights are terminated or limited in any manner so that Customer and its gas supply are unable to deliver gas to Company's natural gas distribution system as provided above, then Customer or Customer's designated gas supplier shall immediately notify Company in email to the following address : _____
 - c. Customer and its gas supplier shall jointly and severally indemnify and hold Company harmless from all suits, actions, claims, debts, liabilities, accounts, damages, costs, losses, penalties and expenses (including attorney's fees and court costs) arising out of the failure of Customer and gas supplier to maintain, or cause to be maintained, the firm transportation rights described herein.
5. **Term.** This Agreement shall remain in effect for a primary term of _____ (___) years from the date service commences hereunder, and thereafter from year to year until canceled by either party on six (6) months prior written notice to the other party.
6. **Balancing.** Customer agrees that nominated volumes and actual receipt and delivery volumes must balance. Customer is responsible for: (a) providing nominations which accurately reflect Customer's expected consumption, and (b) balancing volumes consumed at the delivery points with deliveries to Company's system. Failure to fulfill these responsibilities will result in Customer incurring balancing and/or scheduling charges described in Company's Transportation Rate Schedule, which charges shall be in addition to any Company charges, and which charges shall change as the interstate pipeline changes its rates.
7. **Pipeline Charges; Capacity Assignment.** Any charges which Company incurs from a pipeline on behalf of Customer or would be assessed to the customer if they were balancing directly with the pipeline will be passed through to Customer. Such charges may include but are not limited to any other charges referenced in this Agreement and Company's Tariffs, General Rules, Regulations, and Terms and Conditions of Service.
8. **Nominations.** If Customer desires volumes to flow on the first day of the month, Customer must directly advise Company's Gas Supply Services Division by 9:00 a.m. (Central Clock Time) five (5) working days prior to the end of the preceding month of the volumes to be delivered on Customer's behalf.



For intra month nomination changes, to be effective at 9:00 a.m. (Central Clock Time), Customer must directly advise Company's Gas Supply Services Division by 9:00 a.m. (Central Clock Time) on the day preceding the effective date of the nomination change. Intra-day nominations will be accepted by Company on a best efforts basis until 3:00 p.m. (Central Clock Time) on the day of gas flow if the nomination is confirmed by the interstate pipeline.

9. **Penalty for Unauthorized Takes When Service is Interrupted or Curtailed.** If Customer fails to curtail its use of gas hereunder when requested to do so by Company, Customer shall be billed at the transportation charge, plus the cost of gas Company secures for Customer, plus applicable charges and penalties per Company's Tariffs. Company may in addition disconnect Customer's supply of gas in the event of Customer's failure to curtail its use thereof when requested by Company to do so. The penalty for unauthorized use of gas will be the prevailing delivery charge plus the highest incremental supply cost for the day plus \$5 per therm for all Unauthorized Gas usage. Customer will also be responsible for all applicable rates and charges hereunder for Unauthorized Ggas. Failure of Customer's standby facilities, failure to obtain adequate alternative fuel supplies, failure to provide the Company with correct or updated contact information, or a failure to appropriately verify or correct for errors in contact information on file with the Company shall not be considered justification for disregard of curtailment orders. The penalty for unauthorized gas use shall apply in such circumstances.

10. **Billing and Payment.** Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Upon request, Company shall give Customer the approximate date on which Customer should receive its bill each month, and if a bill is not received or is lost, Company shall, upon request, issue a duplicate. Failure to receive a bill shall not relieve Customer from payment.

The bill shall be considered rendered to Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. Bills become delinquent if not paid within seventeen (17) days after rendering of the bill. When Customer payments are made by mail, bills will be considered as having been paid on the date of mailing as shown by postmark.

Late payment penalties are assessed on the past due amount and shall not exceed one and one-half percent (1½%) per month of the past due amount. The penalty date shall be not less than seventeen (17) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. Mail payments are considered to have been paid on the date of the postmark. If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

11. **Request to Transfer to Sales Service or Modify Daily Firm Nomination.** Customer



agrees to take transportation service at the amount of Daily Firm Nomination indicated in Appendix A for the period November 1 through October 31. Customer may not transfer to sales service or modified its Daily Firm Nomination until the next November 1st and must notify the Company in writing at least ninety days prior to the transfer or modify as applicable. Customer shall fill out a Notice of Intent to Switch Natural Gas Services form and submit it to the Company for a change to sales service or modification its Daily Firm Nomination. A customer may only transfer to firm sales service or modify its Daily Firm Nomination if Company is able to arrange adequate additional firm gas entitlements to meet the needs imposed on its system by the customer, without jeopardizing system reliability or increasing costs for its other customers. If Customer faces unforeseen circumstances that were not known ninety days prior to November 1, Customer may request a waiver of the notice requirement to allow Customer to transfer service or modify Daily Firm Nomination. The Company has sole discretion to grant or deny such a request and may only grant such a request if the Company determines that (1) unforeseen circumstances prevented Customer from timely requesting to transfer or modify service, (2) adequate gas supply and interstate pipeline capacity is available to serve Customer, and (3) the waiver will not result in any detriment to existing system sales customers. If the Company waives the notice requirement, the Company may require the customer to pay an exit fee to recover the costs related to a switch to or from service under this rate schedule. This exit fee may include, but is not limited to, any above market gas commodity costs, any interstate pipeline transportation and/or storage costs, and any other demand costs.

12. **Notices:** Notices required or otherwise given under this Agreement, except notices specifically allowed to be provided by facsimile, shall be given in writing and mailed by first class mail to the other party at the provided below:

Company:	Customer:
Minnesota Energy Resources Corporation ("MERC")	Company:
Attention:	Attention:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:

The Company utilizes a curtailment notification system to notify customers if they are required to curtail their natural gas usage. Customer must fully suspend the use of all interruptible gas volumes on one hours' notice. It is Customer's sole responsibility to notify MERC of any changes in the contact information to be used for curtailment notifications. If you fail to notify the Company of an update and as a result, fail to fully comply with a curtailment order, you will



be charged the full penalty for any unauthorized gas usage.

13. **Regulatory Commission Authority.** The provisions of this Agreement are subject to Company’s Tariffs, General Rules, Regulations, and Terms and Conditions of Service, all valid legislation with respect to the subject matter hereof and to all present and future orders, rules, and regulations of the Commission and any other regulatory authorities having jurisdiction over (i) the transportation of natural gas contemplated hereunder, or (ii) the construction and operation of any facilities required to deliver said natural gas. Customer agrees that Company shall have the right to unilaterally make and to file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in rates or new rates or any other changes to Company’s Tariffs, General Rules, Regulations, and Terms and Conditions of Service and that Customer shall be bound by such changes or new rates as are approved by such regulatory bodies. In the event of any conflict between the terms of this Agreement and the Company’s Tariffs, General Rules, Regulations, and Terms and Conditions of Service, the Company’s Tariffs, General Rules, Regulations, and Terms and Conditions of Service shall control.

14. **Acknowledgement of Transportation Risks.** Customer hereby acknowledges and accepts the following risks and requirements associated with transporting gas:

- a. the risk that Customer may incur penalties for usage of unauthorized volumes described in the Company’s Tariffs and any charges Company incurs from the pipeline on behalf of Customer; and
- b. that Customer must stop using gas when notified by Company or by Customer’s gas supplier of any interruption affecting Customer’s gas supply or transportation service.

15. **Entire Agreement.** This Agreement and Company’s Tariffs constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter.

The parties have executed this Agreement as evidenced by their signatures below.

The parties have executed this Agreement as evidenced by their signatures below.

“Company”

“Customer”

Minnesota Energy Resources Corporation
 (“MERC”)

(print name)

By: _____

By: _____



Title: _____

Date: _____

Title: _____

Date: _____



**APPENDIX A. TRANSPORTATION CUSTOMER ACCOUNT, LOCATION, AND
DAILY FIRM NOMINATIONS**

Address	Account Number	Applicable Tariff	Daily Firm Nomination (daily/therm)



APPENDIX B. CERTIFICATION FOR SERVICE TO FIRM TRANSPORTATION CUSTOMERS

[Name of individual signing for Customer], [position], of [Customer name] (“Customer”) and [name of individual signing for Marketer], [position], of [Marketer name] (“Marketer”) certify and agree as follows:

1. Customer and Marketer represent to Minnesota Energy Resources Corporation (“MERC” or “Company”) that it shall, on behalf of its Customer, have and maintain at all relevant times, firm transportation rights on transporting pipelines upstream of Company’s natural gas distribution system to deliver on a firm basis all volumes of gas to Company for Customer’s accounts identified on Exhibit “A” attached hereto.
2. In the event any such firm transportation rights are terminated or limited in any manner so that Marketer is unable to deliver gas to Company’s natural gas distribution system as provided above, then Customer and Marketer shall immediately notify via email to the following address:
_____.
3. Marketer shall jointly and severally indemnify and hold Company harmless from all suits, actions, claims, debts, liabilities, accounts, damages, costs, losses, penalties and expenses (including attorney fees and court costs) arising out of the failure of Customer and Marketer to maintain, or cause to be maintained, the firm transportation rights described herein.
4. This Certification shall be governed and construed in accordance with the laws of the State of Minnesota.
5. Customer warrants, represents, and certifies that he/she is authorized to sign this Certification on behalf of Customer, that execution of this Certification serves to bind Customer, and that Marketer is authorized to act on behalf of Customer for purposes of the securing and transporting natural gas and to execute this Certification.
6. [Name of individual signing for Marketer]warrants, represents, and certifies that he/she is authorized to sign this Certification on behalf of Marketer and that execution of this Certification serves to bind Marketer.
7. This Certification may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement, and may be executed and delivered by facsimile signature, which shall be considered an original.

Marketer Name

Customer Name

By: _____

By: _____

Title: _____

Title: _____

**RENEWABLE NATURAL GAS INTERCONNECTION
AGREEMENT BETWEEN
[RNG Developer] AND Minnesota
Energy Resources Corporation**

This **Renewable Natural Gas Interconnection Agreement** (this "Agreement") is made and entered into this [] day of [month], [year], between [RNG Developer] a [state] [type of company], with a registered office at [developer address] ("Producer" or "Connecting Party"), and Minnesota Energy Resources Corporation, a Delaware corporation, with offices at 2685 145th Street West, Rosemount, Minnesota 55068 ("MERC" or "Company"). Producer and Company are also referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Company owns and operates and is engaged in the intrastate jurisdictional delivery of natural gas within the State of Minnesota and is regulated by the Minnesota Public Utilities Commission; and

WHEREAS, Producer is requesting that Company interconnect its natural gas distribution facilities (the "Interconnect") to Producer's anaerobic biodigester project to be located at [address] (the "RNG Project") so the RNG Project may inject renewable natural gas ("RNG") into Company's natural gas distribution facilities at the Interconnection Point and Meter Station described below (the "Interconnect Site"); and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the construction, installation, ownership, operation, and maintenance of the Interconnect and related facilities (the "Project"); and

WHEREAS, the Parties have negotiated and agreed to the terms contained in the Natural Gas Purchase Agreement entered into on the same date as this Renewable Natural Gas Interconnection Agreement.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS

Capitalized terms used herein are defined in Appendix 1 attached hereto.

**Article I
Interconnect Facilities**

1.01 **Company Facilities**. The facilities listed in this section below shall be designed, procured, constructed, installed, owned, and operated by Company ("Company 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 Company and that Producer shall reimburse Company in accordance with the provisions of this Agreement for any and all reasonable costs incurred by Company with respect to the design, construction, installation, ownership, operation, or maintenance of the facilities:

- (a) Interconnecting piping after the metering and regulation equipment as indicated in Exhibit A,
- (b) Metering and regulation as indicated in Exhibit A,
- (c) Communication equipment and computing as indicated in Exhibit A,
- (d) Gas sampling system and Gas Chromatograph (collectively "Custody Transfer Gas Quality Equipment");
- (e) Cathodic protection equipment for the protection of Company piping and any additional station piping up to the first cathodically isolated point(s) in the station; and
- (f) Such other equipment as is necessary to be owned by Company to ensure the facilities described in this Section 1.01 satisfy the requirements of this Agreement.

The Company Facilities will be designed, constructed, and installed to receive up to [quantity Mcf] of gas per day ([quantity] Mcf/hour).

1.02 **Producer Facilities**. The facilities listed in this section below 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 and described in Exhibit A.

- (a) Interconnecting piping up to the metering and regulation equipment,
- (b) Compression,
- (c) Oil separator and coalescing filter,
- (d) Gas dryer and particulate filter,
- (e) Such other equipment as is necessary to be owned by Producer to ensure the facilities described in this Section 1.02 satisfy the requirements of this Agreement.

The Producer Facilities will be designed, procured, constructed, and installed to deliver up to [quantity] Mcf per day ([quantity] Mcf/hour).

1.03 **Facilities Design and Construction.** Each Party, as applicable to its responsibilities under this Agreement and indicative of the roles and responsibilities as indicated on Exhibit A and in Section 3.01, 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 (as defined in Section 3.12), and (c) specifications required by Company 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").

1.04 **Interconnect Construction Documentation.** Prior to the start of construction, in order to verify compliance with the Specifications, Producer shall submit to Company a complete set of reproducible construction drawings for the Producer Facilities and any other relevant information reasonably requested by Company (collectively, the "Design Documentation"). As soon as reasonably practicable following Producer's submission of Design Documentation, including any resubmission(s), Company shall deliver written notice to Producer either (a) approving the Design Documentation or (b) setting forth, with particularity, Company's reasonable objections or concerns relative to the Design Documentation (e.g., non-conformity with the Governmental Authorizations, Environmental Laws, and/or Specifications). If Company 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 Company Facilities are installed, in accordance with this Agreement, and capable of flowing natural gas, Producer shall furnish Company (i) electronic computer-aided design and drafting (CADD) files of "As Built" drawings of the Interconnect and (ii) all such other information that is required for Company to comply with the Pipeline Safety Regulations.

1.05 **Company Inspection of Producer Facilities.** Company shall have the right, at Producer's cost, risk, and expense to have its representatives present during the installation of the Producer Facilities. Company'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 Company to perform the Measurement Services provided herein. If required by Company, prior to installation, the Meter Station shall be flow calibrated at a test facility reasonably approved by Company. Producer shall notify Company at least ten (10) working days prior to the test facility performing such calibration so Company, at the sole cost and expense of Producer, can have a representative present to witness such calibration or Company can witness via WebEx. The test facility shall provide the flow calibration results to Company. The Producer shall provide copies of the flow calibration certificates to Company. Producer shall notify Company when it believes the Producer Facilities are ready for service. Company, upon inspection, shall either accept the Producer Facilities or provide Producer with the particulars of any requirements of this Agreement that must be satisfied by Producer prior to Company activating the Interconnect and commencing gas flows.

1.06 **Interconnect Site.** Producer shall furnish to Company use of the Producer's property in order to facilitate the interconnection of the Producer and Company facilities. Company requires a minimum 100' x 100' fenced and leveled (2% slope or less) area that is able to accommodate local zoning, environmental, and other applicable requirements as approved by Company. Where possible, existing driveways or roadways should be used for site access. Company requires 125' x 125' area for construction. Producer is responsible for topsoil removal and 12" of 0.75" graveled surface. Access for construction and ongoing operations to be provided by the Producer.

1.07 **Easements.** As a condition of this Agreement, the owner of the real estate at the Interconnect Site and appurtenant facilities, shall grant the rights-of-way and related rights on the existing Interconnect Site, including the rights of ingress and egress, required for Company's and Connecting Party's personnel, contractors, representatives, permittees, and invitees to perform their respective obligations under this Agreement ("Easements"). Producer shall provide Company an opportunity to review and modify the Easements prior to Producer's execution of same to ensure the Parties rights and abilities to fulfill its obligation(s) under this Agreement. Producer shall be responsible for all costs, if any, associated with new Easements related to its real estate. As an

easement or other right of access is developed and agreed to by the parties, it shall be attached as Exhibit D.

1.08 **Facility Access.** Ingress and egress to the Interconnect Site shall be through the existing public right of way. Producer shall be responsible for maintaining access to the Interconnect Site. Company 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.

1.09 **Construction Near Facilities.** Except as provided in Section 3.10, Producer shall provide Company at least forty-eight (48) hours prior notice, in a manner consistent with industry practice, before performing any construction or material maintenance work at or near any of Company's pipeline facilities. Producer shall not use Company's right-of-way without Company's prior consent. Company shall have the right to have its representatives present, at Producer's sole cost and expense, during any construction or material maintenance work performed by Producer near Company's pipeline facilities. Company shall perform the activities necessary to connect the Producer Facilities to the Company Facilities including the installation of the cathodic protection isolation kit(s). Except as provided in Section 3.10, Company shall provide Producer at least forty-eight (48) hours prior notice, in a manner consistent with industry practice, before performing any construction or material maintenance work at or near any of Producer's pipeline facilities. Company shall not use Producer's right-of-way without Producer's prior consent. Producer shall have the right to have its representatives present, at Company's sole cost and expense, during any construction or material maintenance work performed by Company near Producer's pipeline facilities.

1.10 **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.

1.11 **Review and Approval of Plans.** Company shall present the engineering design plans for the Company Facilities to Producer for review and comment.

1.12 **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 Company's receipt of the full amount of the Facilities Payment, Company will commence installation of Company Facilities. The Parties shall coordinate all operations associated with commissioning the Interconnect including, but not limited to, purging and activating the Interconnect. Producer is responsible for the cost of all gas required to purge Company and Producer Facilities constructed pursuant to this Agreement. 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 of Exhibit B to meet the Gas Quality Specifications as set forth therein; and (iii) approved by both Parties. Producer acknowledges that this Interconnection Agreement is contingent upon the RNG interconnection being consistent with MERC's obligations to provide safe and reliable service and any applicable federal and state standards.

1.13 **Reporting Requirements.** Producer shall provide MERC with the following information as required by the Minnesota Public Utilities Commission:

Prior to MERC accepting RNG at the Interconnect, Producer shall provide:

- a. The Producer's feedstock or feedstocks.
- b. The total amount of RNG expected to be provided by the Producer.
- c. The mix of end-uses of the digestate.
- d. If known, the state(s) in which the entity or entities purchasing the RNG from the Producer are located and the end-use for which the RNG is being purchased.
- e. Methane leakage control and mitigation measures employed by the Producer at the production and upgrade facility.
- f. Estimated amount of methane leakage for the Producer and a description of the methodology used to develop that estimate.

- g. Analysis of the lifecycle greenhouse gas emissions—including emissions associated with the upgrade facility—of RNG volumes provided by the Producer based on the Argonne GREET model approved by the Commission in Docket No. G-999/CI-21-566, or based on a methodology that is comparable to the Argonne GREET model that is required by programs or tax credits that the Producer is participating in.
- h. All anticipated programs and tax credits Producer is or will be participating in to improve the value proposition of the production of Producer's RNG with copies of reports required under those program(s).

Producer shall notify MERC and provide updated reporting within 30 days in the event any of the information in items (a) through (h) changes or additional information is available during the term of this Agreement.

By January 5 of each calendar year, Producer shall provide MERC the following information for the preceding calendar year:

- a. The mix of feedstock used by RNG Producer and volumes of RNG delivered broken out by primary feedstock for the previous calendar year.
- b. The mix of end-uses of the digestate.
- c. The estimated methane emissions associated with the total amount of RNG received on MERC's system in the previous calendar year and by primary feedstock.
- d. Analysis of the lifecycle greenhouse gas emissions—including emissions associated with the upgrade facility—of RNG volumes provided by Producer based on the Argonne GREET model as approved by the Minnesota Public Utilities Commission in Docket No. G-999/CI-21-566, or based on a methodology that is comparable to the Argonne GREET model that is required by programs or tax credits that the producer is participating in.
- e. A description of the programs or tax credits Producer has participated in to improve the value of their RNG production.
- f. If known, the state(s) in which the entity or entities purchasing the RNG from the Producer are located and the end-use for which the RNG is being purchased.
- g. Methane leakage control and mitigation measures employed by the Producer at the production and upgrade facility.
- h. Estimated amount of methane leakage for the Producer and a description of the methodology used to develop that estimate.

Article II

Facilities Reimbursement and Operations and Maintenance Reimbursement

2.01 **Payment.** Producer shall be responsible to reimburse Company 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. Producer shall be responsible for the cost of Producer Facilities.

2.02 **Interconnection Reimbursement.** Producer shall make payment to the Company a contribution in aid of construction in the amount of **[\$amount]** (the "Facilities Payment") for the estimated cost associated with Company Facilities and applicable taxes before commencement of construction of Company 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 Company. Within 60 days of completion of Company Facilities, Company shall provide Producer with a reconciliation showing actual costs of Company Facilities. If the Facilities Payment exceeds actual costs for the Company Facilities, Company will refund Producer the difference within 30 days after all invoices have been received and all costs have been accounted for. If the actual cost of Company Facilities exceeds the Facilities Payment, Producer shall be responsible to pay the difference (the "True-Up Payment") to Company within 30 days. Company will not accept deliveries of gas from producer through the Interconnect until the True-Up Payment has been received.

2.03. **Ongoing Operations and Maintenance of Company Facilities.** Company will be responsible for the operation and maintenance of Company Facilities. Producer shall reimburse Company for the cost of ongoing operation and maintenance expense including but not limited to regulator maintenance and repair, regulator pressure set point changes, maintenance to communications equipment, annual regulator inspections, meter operation and maintenance, SCADA maintenance, and chromatograph carrier and calibration gasses through a Monthly Maintenance Fee. The Monthly Maintenance Fee for the first year (12 months) of this Agreement shall be **[\$amount]** per month with the first Monthly

Maintenance Fee due within 30 days of commercial operation of the Interconnect and subsequent Monthly Maintenance Fees billed each month. The Monthly Maintenance Fee shall increase two percent (2%) per year each year on the annual anniversary of the commercial operation date. The Monthly Maintenance Fee shall not cover or be applicable to extraordinary replacement, repair, or maintenance activities and Producer shall be responsible for any extraordinary replacement, repair, or maintenance costs.

Article III
Interconnect Ownership, Operations and Maintenance

3.01 **Ownership and Operation of Facilities.** Subject to the terms of Section 3.02, **Exhibit A** graphically represents the demarcation of the Parties' equipment ownership under this Agreement. Each Party will be responsible for maintenance of its facilities, as defined in **Exhibit A**, attached hereto and incorporated herein for all purposes. Producer shall be responsible for the costs of operation and maintenance of Company Facilities in accordance with Section 2.03. Producer shall be responsible for the costs to operate and maintain all Producer Facilities. Title to and ownership of the Company Facilities shall be in Company. Title to and ownership of the Producer Facilities shall be in Producer and/or Producer's landlords and Producer shall ensure its facilities are properly titled in accordance with any agreements between Producer and landlord(s). It is understood and agreed that subsequent to the installation of the Company Facilities and Producer Facilities, Company shall operate and maintain the Company Facilities subject to reimbursement of costs through the Monthly Maintenance Fee, while Producer shall operate and maintain Producer Facilities at the sole cost and expense of Producer except as expressly provided otherwise in Article IV of this Agreement. Except in the case of emergencies, Producer shall have the right to be present during Company's inspection of Producer Facilities performed by Company pursuant to the Company's policies and procedures.

3.02 **Regulatory Jurisdiction.** If state or federal regulatory requirements related to the operations and ownership or operations changes, the Parties shall enter into discussions regarding potential alterations to the operations and ownership.

3.03 **Land Maintenance.** Landscaping and fencing on the Producer site shall be the responsibility of the Producer. This shall include: lawn maintenance, vegetation control, snow plowing, fence repairs, and maintenance of access to the Interconnect Site. Stormwater management facilities permitted and installed by Producer shall be the responsibility of the Producer. Company shall perform reasonable and routine maintenance of the Interconnect Site as described herein such that the site surface condition does not impede the drainage as designed and permitted by Producer.

3.04 **Operation of the Interconnect.** Except as expressly provided in Article IV below, Producer and/or its designee shall be the operator of the Producer Facilities upstream of the Custody Transfer Point (defined in Section 3.07 below), as such point is shown on Exhibit A, for all purposes including compliance with the Pipeline Safety Regulations. Company shall be the operator of all Company Facilities downstream of the Custody Transfer Point for all purposes including compliance with the Pipeline Safety Regulations. Company shall perform Measurement Services at the Interconnect as specifically provided for in Article IV below. Producer and/or its designee shall procure and furnish all materials, equipment, services, supplies, tools, and labor necessary for the operation and maintenance of the Producer Facilities including, without limitation, cleaning, (internal and external), coating/painting, overhauling, maintaining, repairing, modifying, and replacing the Producer Facilities. Company and/or its designee shall procure and furnish all materials, equipment, services, supplies, tools, and labor necessary for the operation and maintenance of the Company Facilities including, without limitation, cleaning, (internal and external), coating/painting, overhauling, maintaining, repairing, modifying, and replacing the Company Facilities.

3.05 **Over Pressure Protection.** The Company Facilities and Producer Facilities shall be designed to deliver gas to Company at a maximum allowable operating pressure (MAOP) of [quantity] psig, regardless of the actual operating pressures maintained by the Parties in their respective facilities. Producer shall construct and own, operate and maintain, at the sole risk, cost, and expense of Producer, overpressure protection equipment and any other pressure control regulation equipment. Producer shall provide Company with a description and pressures associated with Producer Facilities to allow Company to design its Company Facilities.

3.06 **Cathodic Protection and Odorization.** Each Party, based on its ownership responsibilities as indicated herein, shall be fully responsible for the operation and maintenance of cathodic protection devices on their respective facilities. The Parties shall cooperate to resolve any issues relative to cathodic protection. Gas delivered by producer at the Interconnection shall be odorized with mercaptan by Company with gas odorizer installed, operated, and maintained by Company. Costs for odorization shall be recovered from Producer through the Monthly Maintenance Fee. The Company shall be responsible for the installation, operation, and maintenance of any

necessary odorant equipment, supplying odorant chemicals, and for the injection of odorant at levels required by applicable regulatory authorities.

3.07 **Control and Possession.** Custody of the gas shall pass between the Parties at the point noted in Exhibit A (the "Custody Transfer Point"). As between Company and Producer: (a) Company shall be in control and possession of the gas and shall indemnify, defend, and hold Producer harmless, against any losses including, but not limited to, loss of gas, claims, liens, demands, and causes of action related to Company's possession of the gas, when such gas is in any of Company Facilities downstream of the Custody Transfer Point; and (b) Producer shall be in control and possession of the gas and shall indemnify, defend, and hold Company harmless, against any losses including, but not limited to, loss of gas, claims, liens, demands, and causes of action related to Producer's possession of the gas, when such gas is in any of Producer's facilities upstream of the Custody Transfer Point.

3.08 **Meter Station Accuracy.** Based on Company's design pressure requirements from [quantity] to [quantity] psig, the Meter Station shall be designed to accurately measure flow rates ranging from approximately [quantity] Mcf per day to [quantity] Mcf per day. The terms of this Agreement shall in no way obligate the Company to operate its pipeline facilities at a certain pressure or establish a minimum contract delivery pressure at the Interconnect. If Company determines that the Meter Station is registering inaccurately due to factors created by the Producer's facilities or operations (including, but not limited to, Producer operating outside the design range of the Meter Station and/or compressor pulsation), Producer shall, at its sole expense, perform the actions required, in Company's reasonable discretion, to restore the accuracy of the Meter Station including, but not limited to, designing, constructing, and installing any necessary modifications or improvements to Producer's facilities ("Corrective Action"). If restoration of Meter Station accuracy entails designing, constructing, and installing modifications or improvements to the Meter Station, Producer shall perform such modifications or improvements at its sole cost and expense. If such Corrective Actions fail to restore measurement accuracy, Company shall provide Producer written notice of the failure to correct the problem and provide Producer additional opportunities to restore measurement accuracy; provided, however, that if (a) Producer is not proceeding in good faith to restore the accuracy of the Meter Station or (b) Company has repeatedly shut-in the Interconnect due to measurement inaccuracies, then Company may shut-in the Interconnect in accordance with Section 3.13, without further obligation to the Producer.

3.09 **Permits.** Each Party shall be responsible for obtaining any and all permits, licenses, and Governmental Authorizations necessary to construct, install, operate, and maintain such Party's facilities as described in Exhibit A. Producer shall be responsible for Producer Facilities. Company shall be responsible for Company Facilities. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party") for any penalties, fines, expenses, costs, or liabilities incurred by the Indemnified Party as the result of the Indemnifying Party's failure to secure the permits, licenses, and Governmental Authorizations necessary for the Indemnifying Party to construct, install, operate, and maintain its facilities.

3.10 **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. Company retains the unilateral right to change the operations of its facilities and/or upgrade its system. Such operational changes may require the adjustment and/or addition of equipment and facilities by Producer in order to maintain receipt of contracted gas volumes. The cost of any adjustment and/or addition of equipment and facilities to Producer due to Company operation changes resulting in the facility operating outside the design conditions, as defined in Section 3.08 above, shall be the responsibility of Producer.

3.11 **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.

3.12 **Environmental Responsibility.** Each Party covenants and represents that no "hazardous substance" as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), petroleum or petroleum products, "asbestos-containing material" as that term is defined in 40 CFR Part 61 Subpart M, polychlorinated biphenyls (PCBs), "solid waste" as that term is defined in the Federal Resource Conservation Recovery Act (RCRA) or other toxic, hazardous, or deleterious substance (individually or collectively referred to herein as an "Environmentally Deleterious Substance"), is currently at, or will be leaked, spilled, deposited, conveyed through the Interconnect, or otherwise released by either Party on, at, or adjacent to the other Party's property. If any Environmentally Deleterious Substance is released or discovered on, at, through or adjacent to said property or the Interconnect, each Party shall immediately notify the other Party of the discovery and existence of said Environmentally Deleterious Substance. In the event of either Party's breach of the covenants and representations contained in this section, the full responsibility for the handling, investigation, remediation, treatment, storage or disposal of any such Environmentally Deleterious Substance,

including the management and handling of such materials in compliance with all federal, state, or local laws, rules, regulations pertaining to the protection of the environment ("Environmental Laws"), shall remain with the breaching Party and such Party shall indemnify the other Party for any loss, injury, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency pursuant to any Environmental Law relating to the existence of such Environmentally Deleterious Substance on, at, or adjacent to said property or the Interconnect. This section shall survive the termination of this Agreement.

3.13 **Failure to Perform.** If a Party fails to comply with any of its material obligations under this Agreement, the counterparty will notify Party of such failure as soon as reasonably possible under the circumstances. If 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, terminate this Agreement upon thirty days written notice. Notwithstanding the foregoing, the Company's sole recourse in the event Producer fails to deliver gas that meets the Company's gas quality specifications, which may be updated from time to time, shall be to suspend this agreement, so long as Producer continues to diligently pursue corrective action.

3.14 **Representations and Warranties.** Each Party represents and warrants that its operations pursuant to this Agreement shall be in compliance and in accordance with the following requirements, specifications, and conditions: (a) all Governmental Authorizations, (b) all applicable Environmental Laws, and (c) the Specifications.

3.15 **Flow Obligations.** In the event that the amount of gas flowing through the Interconnect is less than the facility's minimum design requirements, or more than the facility's maximum design requirements, for accurate measurement (per Section 3.08), Company may shut-in the Interconnect in accordance with Section 3.13 until (a) Producer has increased or decreased, as applicable, 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 Company. Similarly, in the event that no gas flows through the Interconnect for a period of two (2) years or more, Company 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 Company Specifications (as defined in Section 1.03(c) of this Agreement) as reasonably required by Company.

Article IV Measurement

4.01 **Measurement Services.** The measurement services ("Measurement Services") to be performed by Company hereunder at the Interconnect shall consist of volume and energy calculations, calibration of transmitter(s), and measurement recording instrumentation consistent with the terms of Company's Tariff, including the following:

(a) Company will operate its custody transfer electronic gas monitoring equipment and custody transfer gas quality equipment at the Interconnect Site for the purpose of obtaining official measurement data for gas quantities delivered through the Interconnect. Such operations will consist of volume calculations, heating value determination (in British thermal units), billing, accounting, and allocation of measured volumes.

(b) Company shall test and calibrate the equipment at the Interconnect Site in accordance with its measurement policies and procedures. Company shall provide Producer prior notice of the time and date of all tests and calibrations of the Meter Station reasonably sufficient to permit Producer at its sole cost and expense to have its own representative present during any such test or calibration. Company will provide to Producer the results of the test and calibration using applicable Company forms. If Producer requests additional tests which are agreed to by Company, in its sole discretion, and if the Meter Station is not found to be in error by more than plus or minus two (2%) percent, then Producer shall be obligated to pay all costs associated with the additional tests.

(c) Company will open and close the Interconnect and meter tube isolation valves as required in order to perform Measurement Services.

(d) Company may obtain a sample of gas flowing through the Interconnect on a periodic basis, as required, in order to determine heating value, specific gravity, and gas quality.

(e) Company will be utilizing an ultrasonic meter health monitoring ("UMH") system, if applicable, to ensure accurate measurement. The UMH system will monitor the meter tube cleanliness as well as other ultrasonic measurement parameters.

4.02 **Witnessing of Maintenance and Calibration Activities.** Except in the case of emergencies, both Parties shall have the right to be present during the installation, cleaning, changing, repairing, inspecting, testing, calibrating,

and/or adjusting of the gas measurement facilities. Producer shall have access to the gas measurement facilities at all times; however, reading, calibrating and/or adjusting such facilities shall be performed by Company.

4.03 **Measurement and Records.** Company shall own, operate, and maintain the Custody Transfer EGM Equipment and all related appurtenances and communications equipment installed and associated with the Company Facilities hereunder. The information generated by Company's measurement facilities shall constitute the official measurement data for gas quantities delivered through the Interconnect. Company shall preserve all records relating to the measurement data for gas quantities delivered through the Interconnect for a period of at least two (2) years, or such longer periods as shall be required by law, regulation, rule, or order. During such period, Producer, or its designated representative, shall have access to such records upon reasonable notice during regular business hours.

4.04 **Data Sharing.** Company shall provide Producer access to certain measurement data for the Interconnect described herein, subject to the following terms and conditions, which shall be applicable only to this Section 4.04. Producer agrees to provide the Company with any information the Company is required to collect by law or regulation regarding Producer's RNG facility including but not limited to (1) the feedstock of the RNG facility, (2) the total amount of RNG expected to be produced, and (3) the end-uses of digestate.

(a) **Installation of Equipment.** Producer, at its sole risk, cost, and expense, may install or cause to be installed cables and such other equipment as Company, in its sole discretion, deems reasonable and necessary for Producer to obtain access to Company's electronic measurement data ("Producer's Equipment"). Producer's Equipment shall be installed only at locations mutually agreed upon by Company and Producer. Company will terminate all cabling in Company-owned equipment as necessary. Producer's Equipment shall include supply isolation devices acceptable to Company, which provide surge protection between Company's and Producer's facilities.

(b) **Data Access.** Producer may have access to Company's gas flow computer, meter, and/or gas chromatograph, as applicable, for the purpose of acquiring signals and data. Producer shall have access to such electronic measurement data only in a format established by Company that will not interfere with the operation of the Meter Station or Interconnect. Producer shall (i) poll only registers or serial ports approved by Company, (ii) have read-only access to the approved registers and/or serial ports, and (iii) poll for data at a frequency as determined by Company. Company's electronic measurement data is "raw" data without refinement or correction and may be subject to interruption due to maintenance, repair, or other activities by Company, or due to events of Force Majeure. The term "Force Majeure" as employed herein shall have the meaning set forth in Appendix 1. Company shall use reasonable efforts to provide accurate and continuous information to Producer, however, Company does not warrant the accuracy or availability of the data. Company shall have no obligation to advise Producer of any potential interruptions that may prevent Producer from monitoring data at the Meter Station or Interconnect, whether or not resulting from activities performed by Company. Producer shall utilize this data solely for its operational purposes. The data furnished to Producer shall not be used for the measurement of gas for any gas transportation contracts. Company shall maintain responsibility for the official measurement data for gas quantities delivered through the Interconnect.

(c) **Ownership & Operation.** Producer shall retain title to, operate, and maintain Producer Facilities and appurtenant connection facilities. Company Facilities shall be owned, operated, and maintained by Company.

(d) **Company's Right to Disconnect Equipment.** Company reserves the right to disconnect Producer's Equipment from the Interconnect, without prior notice, if Producer's Equipment in any way interferes with or adversely affects Company's operations including Company's ability to perform effective measurement. If it becomes necessary for Company to disconnect Producer's Equipment from the Interconnect, Company shall (i) notify Producer of said disconnection prior to or as soon as possible thereafter, and (ii) coordinate with Producer the reconnection of Producer's Equipment following correction of the problem by Producer to Company's satisfaction.

(e) **Modification and/or Removal of Facilities.** Producer may modify and/or remove Producer's Equipment at any time, at Producer's sole risk, cost, and expense, after giving reasonable prior notice to Company, so long as such removal or modification does not interfere with Company's facilities and operations. Notwithstanding any provision in this Agreement to the contrary, if for any reason Company constructs new facilities or moves, modifies, removes, sells, assigns, abandons or otherwise disposes of its facilities covered under this Agreement, then Producer shall promptly move, remove or change the installation, operation or maintenance of Producer's Equipment at Producer's sole risk, cost, and expense in a manner acceptable to Company; provided, however, that in no case shall any such actions by Company interfere with Producer's facilities and operations.

(f) **"As Built" Drawings.** Within ninety (90) days following completion of installation of Producer's Equipment, Producer shall furnish Company with an "as installed" set of drawings for Company's files.

(g) If Company determines that Producer has failed to comply with any of the terms of this Section 4.04, Company shall provide Producer with reasonable notice to correct such failure to comply. Absent Producer's expeditious work towards correction of such failure, Company will have the right to (i) immediately terminate Producer's rights to connect to Company's equipment or to access data as provided hereunder and (ii) upon not less than twenty-four (24) hours' notice, remove Producer's Equipment at Producer's sole risk, cost, and expense and without any liability to Company; provided, however, nothing herein shall restrict Company's rights to take all reasonable and immediate actions as Company deems necessary, to protect its personnel, its equipment, the public and/or the integrity of its data, which action may include but shall not be limited to shut-down, disconnection, or removal of any of the Producer's Equipment.

Article V Miscellaneous

5.01 Term and Termination. Subject to the provisions hereof, this Agreement shall become effective on the date first written above and, unless terminated earlier as provided above, shall continue and remain in full force and effect for a primary term of one twenty (20) year term, and for successive additional one-year periods thereafter, unless and until terminated by either Party. Subject to the receipt of all necessary Governmental Authorizations, either Party may terminate this Agreement by providing the other Party with written notice at least thirty (30) days before the end of the primary term or any extension thereof. The provisions of Sections 2.01, 2.02, 2.03, 3.12, 5.02, 5.06, 5.07, 5.08, and 5.10 shall survive the termination of this Agreement. Producer will remain responsible for all charges incurred by it while this Agreement was in effect.

5.02 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. Company shall have the right to disconnect and remove its Company Facilities and any other equipment owned by Company from the Producer Facilities and Custody Transfer Point upon termination of this Agreement.

5.04 Transportation Services. Producer and Company acknowledge that nothing contained in this Agreement shall be construed to obligate Company or its affiliates to buy RNG from Producer or to provide transportation services to Producer, at any time except pursuant to any service agreement as may be executed between the Parties as provided in Company's Tariff and the terms of the Natural Gas Purchase Agreement. The Parties acknowledge that all deliveries of gas by Producer at the Interconnect shall be governed by the terms and conditions of Company's Tariff and its operational procedures thereto.

5.05 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. 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 Producer from its obligation to make payments hereunder.

5.06 Notices. Any notice, request, statement, invoice, payment, or other communication provided for in this Agreement shall be deemed duly given if provided in writing, sent by U.S. Mail, nationally recognized express courier service, e-mail, or some other mutually acceptable means and addressed to the respective Party at the address stated below or such other address as either Party shall respectively hereinafter designate in writing from time to time:

To the Company:
Gas Supply Manager, Minnesota Energy Resources Corporation
231 W Michigan Street
Milwaukee, WI 53203
[INSERT EMAIL]

To the Producer:
[producer]
[address]

[email]

5.07 Indemnification. Except to the extent otherwise provided in this Agreement, each Party agrees to protect, defend, indemnify, and hold harmless the other Party (as well as the other Party's affiliates and the respective agents, directors, officers, managers, and employees of such other Party and/or any of such other Party's affiliates) from and against any and all losses, claims, liens, expenses (including reasonable attorneys' fees and costs), damages, and demands arising out of, or in connection with, any personal injuries, death to persons, or damage to property occurring as a result of, or in any way incident to the indemnifying Party's activities required to be performed under this Agreement or as otherwise in any way related to this Agreement, except that, in the event of a negligent act by, or omission of, the non-indemnifying Party or its employees, agents, contractors, subcontractors, and/or any other person for whom the non-indemnifying Party is responsible at law, the liability of the indemnifying Party shall be reduced by the portion of the indemnifiable damages attributable to the negligence of that non-indemnifying Party (as determined, as applicable, on a comparative negligence basis). If, with respect to any matter, the non-indemnifying Party engaged in gross negligence or any more culpable act or omission, then the indemnifying Party shall be relieved of its indemnification obligations with respect to such matter. The Parties each agree that the obligations of indemnification hereunder are mutual and include, but are not limited to, liens by third persons against a Party and its property because of labor, services, materials, or any other subject of lien, furnished to a Party, its assignees or subcontractor, in connection with the work performed by a Party hereunder.

5.08 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR 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 THE PRECEDING SENTENCE, REGARDLESS OF WHETHER EITHER PARTY 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 5.08 SHALL NOT LIMIT ANY AMOUNTS PAYABLE BY AN INDEMNIFYING PARTY UNDER SECTION 5.07 AS INDEMNIFICATION FOR DAMAGES PAID TO A THIRD PARTY IN A CLAIM THAT IS SUBJECT TO INDEMNITY UNDER SECTION 5.07.**

5.09 Insurance Requirements. Both Parties shall procure, at their own expense, from reliable insurance companies having an A.M. Best rating of not less than A-NII and carry for the entire duration of this Agreement, the following types of insurance, with terms and limits not less than shown for the respective items:

- (a) Worker's compensation insurance as required by the laws of the state in which the operations under this Agreement are to be conducted;
- (b) Employer's liability insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit. If any operations contemplated under this Agreement take place on or adjacent to a navigable waterway, such policy shall include coverage as required under the U.S. Longshoreman's and Harborworker's Act and/or the Jones Act as may be applicable;
- (c) Commercial general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and including coverage for bodily and personal injury, broad form property damage, premises liability, completed operations and products liability with an annual aggregate of not less than \$2,000,000. Any exclusion for "Explosion", "Collapse" and/or "Underground" (XCU) operations shall be removed from such coverage;
- (d) Automobile liability insurance, covering the operation of all owned, hired, rented, or non-owned licensed motor vehicles, with a combined single limit for each occurrence of not less than \$1,000,000; and,
- (e) Excess/Umbrella liability coverage in excess of the limits and with terms at least as broad as the coverages outlined in (b) through (d) above, with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 for each occurrence.
- (f) The foregoing policies shall not be cancelled or terminated without at least thirty (30) days' written notice by the insurance company to the other Party except for non-payment of premium which shall require ten (10) days prior written notice. Prior to commencing work under this Agreement, the Parties shall deliver to each other certificates of insurance evidencing the existence of insurance provided for above. Each Party shall provide the other Party with annual renewal certificates evidencing the required coverages so long as this Agreement is in effect.
- (g) Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy, or failure of any such

insurance company carrying insurance for either Party, or failure of any such insurance company to pay claims occurring shall not be held to waive any of the provisions of this Agreement. All of the above-described insurance policies, together with all other insurance policies now owned or purchased in the future by either Party relating to work to be performed hereunder, shall contain provisions that the insurance companies will have no right of recovery or subrogation against the other Party or any of its subsidiary or affiliated companies. Each Party shall also be named as an additional insured under all policies required under this Agreement (with the exception of the Worker's Compensation and employer's liability policies). Any and all deductibles, self-insurance, self-insured retentions, or retrospective premium arrangements that may be carried in the above described insurance policies shall be assumed by, for the account of, and at the sole risk of the respective first named insured party.

(h) Each Party shall ensure that all contractors and subcontractors performing work under this agreement carry the insurance coverages and limits required in this Section 5.09. All contractor and subcontractor policies shall be endorsed with waiver of subrogation and additional insured wording set forth above. Any deficiency in the coverage, policy limits, or endorsements of said contractors or subcontractors will be the sole responsibility of the contracting Party.

(i) The Parties hereby recognize that each Party is allowed, at its sole discretion, to self-insure in whole or in part any insurance obligation required above. If a Party elects to self-insure any insurance required by this Agreement, the self-insuring Party agrees that: (i) it shall provide written notice to the other Party of its intent to self-insure; (ii) such self-insurance program shall be primary with respect to any insurance or self-insurance programs maintained by the other Party. For all coverage not self-insured, the Parties will furnish each other with certificates of insurance showing compliance with the insurance obligations in this Agreement. The Parties agree that they are each self-insured and no additional notice is required.

5.10 Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of Minnesota without regard to the conflict of law rules of such state.

5.11 Joint Efforts. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one Party or the other as a result of the preparation, submittal, or other event of negotiation, drafting or execution hereof.

5.12 Waiver. A Party's failure to insist upon the performance of any of the terms and conditions set forth in this Agreement, or the waiver of any breach of any of the terms and conditions hereof, shall not be construed or deemed to be a waiver of any succeeding breach thereof, whether of like or different character or nature, but the same shall continue and remain in full force and effect as if no such failure or waiver had occurred. Moreover, any failure to exercise any right hereunder shall not be considered as a waiver of such right in the future.

5.13 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is held to be illegal, invalid, or unenforceable under any present or future law, then (a) such term or provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been contained herein, and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

5.14 Third Party Beneficiaries. This Agreement is made for the express and exclusive benefit of Company and Producer and no other person or party who is not a signatory hereto shall have the benefit of, or any right to seek enforcement or recovery under, this Agreement.

5.15 Assignment. 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, and any attempted assignment without such consent shall be null and void and without legal effect. Notwithstanding the foregoing, a Party may assign this Agreement or its rights or obligations hereunder, in whole or in part, to any of its affiliates or to any person or entity that purchases all or any substantial portion of its assets, without the other Party's consent. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5.16 Counterpart Signatures. This Agreement may be executed in one or more counterparts each of which when executed and delivered, including by facsimile, electronic signature, or a scan in Portable Document Format (i.e., ".pdf"), shall be an original but all of which together shall constitute but one and the same instrument.

5.17 Entire Agreement. This Agreement, including the provisions contained in this Agreement and any Exhibits, represents the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior understanding or written or oral agreement between the Parties with respect to the subject matter hereof. Each Exhibit is hereby incorporated into and made a part of this Agreement. In the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall govern.

5.18 Further Assurances. The Parties shall act in good faith to achieve the benefit of the bargains set forth herein, and shall develop additional agreements or amendments as may be reasonable and necessary in furtherance of this Agreement, including without limitation amendments to existing service agreements necessary to facilitate uninterrupted service during the performance of construction activities hereunder; provided, however, that neither Party shall be obligated to enter into any additional agreements or amendments.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the day and year first above written.

Minnesota Energy Resources Corporation

[Producer]

By: _____

By: _____

Name: ___ [name] _____

Name: ___ [name] _____

Title: ___ [title] _____

Title: _____ [title] _____

Attachments

- Appendix 1 - Definitions
- Exhibit A - Equipment Ownership Demarcation
- Exhibit B - Gas Quality Specifications
- Exhibit C – Monthly Maintenance Charge

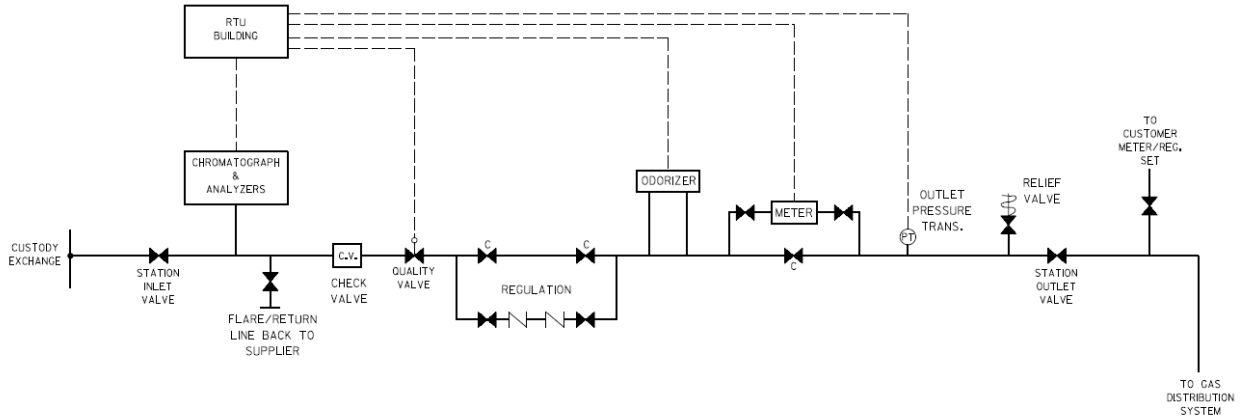
APPENDIX 1

DEFINITIONS

"Company Facilities" has the meaning set forth in Section 1.01 of the Agreement.
"Corrective Action" has the meaning set forth in Section 3.08 of the Agreement.
"Custody Transfer Gas Quality Equipment" has the meaning set forth in Section 1.01 of the Agreement.
"Custody Transfer Point" has the meaning set forth in Section 3.07 of the Agreement.
"Design Documentation" has the meaning set forth in Section 1.04 of the Agreement.
"Easements" has the meaning set forth in Section 1.07 of the Agreement.
"Environmental Laws" has the meaning set forth in Section 3.12 of the Agreement.
"Environmentally Deleterious Substance" has the meaning set forth in Section 3.12 of the Agreement.
"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.
"Governmental Authorizations" has the meaning set forth in Section 1.03 of the Agreement.
"Interconnect Site" has the meaning set forth in the recitals of the Agreement.
"Interconnect" has the meaning set forth in the recitals of the Agreement.
"Interconnection Point" means the point at which the Company's natural gas distribution facilities interconnects with the RNG Project.
"Measurement Services" has the meaning set forth in Section 4.01 of the Agreement.
"Meter Station" as depicted in Exhibit A.
"Producer's Equipment" has the meaning set forth in Section 4.04(a).
"Renewable Natural Gas" or "RNG" has the meaning set forth in of the recitals of the Agreement.
"Producer Facilities" has the meaning set forth in Section 1.02 of the Agreement.
"Specification" has the meaning set forth in Section 1.03(c) of the Agreement.

EXHIBIT A
DEMARCATIION OF OWNERSHIP

Minnesota Energy Resources Corporation Owned and Operated Equipment



**EXHIBIT B
TO
INTERCONNECTION AGREEMENT**

**GAS QUALITY SPECIFICATIONS AND TESTING
PROCEDURES FOR RNG DERIVED FROM
DAIRY OR OTHER ANIMAL WASTE**

Outlined below are the current renewable natural gas (“RNG”) quality standards and required testing procedures applicable to RNG derived from dairy or other animal waste, which must be met for the initial and ongoing acceptance of RNG into Minnesota Energy Resources Corporation’s (“MERC’s”) natural gas distribution system. RNG producers interconnecting to MERC’s natural gas distribution system must comply with these standards and procedures as well as all terms and conditions under applicable tariffs and agreements. RNG interconnection and ongoing acceptance of RNG must be consistent with MERC’s obligation to provide safe and reliable service and any applicable federal and state standards. MERC will continuously evaluate its gas quality standards and these RNG Gas Quality Standards and Testing Procedures may be revised from time-to-time at MERC’s sole discretion. Current RNG quality standards and testing requirements for those injecting RNG into MERC’s system will be available on the Company’s website.

RNG Gas Quality Specifications

All RNG received into MERC’s distribution system shall conform to the Gas Quality Specifications listed, which may be updated from time to time. All gas shall be free from objectionable odors, solid matter, dust, or any other substance which might interfere with the operation of the gas distribution lines and equipment through which it flows. The RNG producer shall demonstrate that the receipt gas meets the gas quality specifications. Prior to the initial delivery of gas into the distribution system, the RNG 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 the distribution system.

Gas Quality Specifications for Dairies/Feedlots RNG

Constituent	Tolerance limits
Heating Value	≥ 970 BTU/scf
H2O Content	≤ 5 lbs/MMscf
O2	≤ 0.2 %
CO2	≤ 2 %
H2S	< 4 ppm
Total Sulfur	< 48 ppm
Ammonia	< 10 ppm
Biologicals	Technically free of
VOC	Technically free of
Temperature	≤ 120

MERC’s Interconnection equipment will have automatic and remote shut off capabilities for quality standards measured at the receipt station. MERC reserves the right to continuously monitor the constituents identified in the table above, and shut off the supply of gas into MERC’s distribution system if the gas exceeds the action limits. MERC may allow deviations from these standards on a case-by-case basis at its sole discretion.

Chromatograph and Real-Time Testing

Constituent	Interconnection Agreement Tolerance Limits	Retesting Required and Allowed to Flow	Retesting Required and Instantaneous Shut In	Monitoring Frequency
Heating Value	≥ 970 BTU/scf	N/A	≤ 970 BTU/scf	On-line, 5 min readings
H2O Content	< 5 lbs/Mmcf	> 6 lbs/Mmcf	> 7 lbs/Mmcf	On-line, real-time
O2	< 0.20 %	> 0.30 %	> 0.50%	On-line, real-time

Constituent	Interconnection Agreement Tolerance Limits	Retesting Required and Allowed to Flow	Retesting Required and Instantaneous Shut In	Monitoring Frequency
CO2	< 2.0 %	> 2.5 %	> 3.00 %	On-line, real-time
H2S	< 4.00 ppm	> 4.25 ppm	> 5.00 ppm	On-line, real-time
Total Sulfur	< 48 ppm	> 65 ppm	> 80 ppm	On-line, real-time

Constituent Laboratory Testing

MERC will require an RNG producer interconnecting to MERC's distribution system to complete laboratory testing for the constituents listed in the following table. Required testing will be performed using independent certified third-party laboratories (Environmental Laboratory Accreditation Program (ELAP) certified, where applicable). MERC shall be notified of the RNG sampling and tests and have the option to observe the samples being taken. Test results will be shared with MERC within five calendar days of the test results being received by the RNG producer.

Constituent	Interconnection Agreement Tolerance Limits	Retesting Required and Allowed to Flow	Retesting Required and Instantaneous Shut In	Monitoring Frequency ¹
Ammonia	<10 ppm	>10 ppm	> 15 ppm	Off-site lab testing
Biologicals	Technically free of	> 4 x 10 ⁴ /scf	> 8 x 10 ⁴ /scf	Off-site lab testing
VOC	Technically free of			As needed

RNG Pre-Interconnection Verification Testing

1. Prior to the injection of RNG into MERC's distribution system, samples shall be retrieved weekly for 2 weeks and sent for laboratory testing. Each gas sample should be taken no later than 8 days from the previous test.
2. Additionally, MERC will analyze a minimum of 12 hours of continuous RNG to ensure gas quality before opening the valve into the MERC distribution system.
3. If at any time, the gas does not meet the gas quality specifications, testing shall continue on a weekly basis until two consecutive weeks of results meet all RNG gas quality specifications.

RNG Periodic Testing

MERC will require periodic testing as follows:

1. Monitoring Period 1 – Month 1- 6 (after RNG Verification). During Monitoring Period 1 (Month 1-6), samples are retrieved monthly for six months and sent for laboratory testing. Gas samples should be taken no later than 35 days from the previous test. If, at any time, the gas does not meet the gas quality specifications, the RNG producer will be required to repeat the RNG Verification Testing.
2. Monitoring Period 2 – Month 7-18. Upon successful completion of Monitoring Period 1, samples are retrieved quarterly (every 3 months) for an additional 12 months and sent for laboratory testing. Gas samples should be taken no later than 15 weeks from the previous test. If, at any time, the gas does not meet the gas quality specifications, the RNG producer will be required to repeat Monitoring Period 1.
3. Monitoring Period 3 – Month 19-36. Upon successful completion of Monitoring Period 2, samples are retrieved bi-annually (ever 6 months) for an additional 18 months and sent for laboratory testing. Gas samples should be taken no greater than 28 weeks from the previous test. If, at any time, the gas does not meet the gas quality specifications, the RNG producer will be required to repeat Monitoring Period 2.
4. Monitoring Period 4 – Months 37 and after. Upon successful completion of Monitoring Period 3, samples are retrieved annually for the length of time the RNG facility is in operation and sent for laboratory testing. Gas

¹ Further details described in the "RNG Pre-Interconnection Verification Testing" and "RNG Periodic Testing" sections.

samples should be taken no greater than 13 months from the previous test. If, at any time, the gas does not meet the gas quality specifications, the RNG producer will be required to repeat Monitoring Period 3.

MERC shall have the right to share test results taken by MERC or provided by the RNG supplier with appropriate parties.

RNG Shut-Off and Restart Procedures

An RNG producer interconnecting to MERC's distribution system may be shut-off at MERC's sole discretion if any of the following occurs:

- RNG is found to be not in compliance with any of the Gas Quality Specifications.
- MERC determines that a change in the biogas source at the facility or the upgrading equipment will potentially increase the level of any constituent over the previously measured baseline levels.
- 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 MERC employees, contractors, and/or the general public.
- Any other issue MERC determines may jeopardize the safety or reliability of its employees, customers, service, or systems.

In the event MERC rejects RNG for being outside of any specified gas quality range, it is the RNG producer's responsibility to accept the rejected RNG from the point of interconnection. In order to restart injection after an RNG interconnect has been shut-in, the RNG 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 MERC's satisfaction, as noted below.

For each occurrence when RNG is shut-in from MERC's distribution system due to quality reasons (real time or laboratory testing), the RNG producer shall promptly deliver to MERC a detailed report describing:

1. Cause of the out-of-specification parameter
2. Steps taken to rectify the situation
3. 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, RNG producer report must be received before MERC valve is opened.

Notice of Change in Feedstock or Conditioning Process

RNG producer shall provide thirty (30) days advance notice to MERC before changing its RNG feedstock, feedstock source, or RNG conditioning process.

EXHIBIT C
TO
INTERCONNECTION AGREEMENT
MONTHLY MAINTENANCE CHARGE

NATURAL GAS PURCHASE AGREEMENT

THIS NATURAL GAS PURCHASE AGREEMENT (this "Agreement") is entered into as of this [] day of [month], [year], by and between Minnesota Energy Resources Corporation, a Delaware corporation ("Company"), and [producer] with a business address of [address] ("Producer"). Producer and Company are also referred to herein individually as a "Party" and collectively as the "Parties."

BACKGROUND

WHEREAS Company and Producer are parties to that certain Renewable Natural Gas Interconnect Agreement dated as of even date herewith (the "Interconnection Agreement") which provides for the construction of pipeline and interconnect facilities by both Parties and upfront payment by Producer of the cost of the Company's Facilities.

WHEREAS, the Parties desire to set forth additional terms and conditions related to transactions for the purchase and sale of Natural Gas (as defined below) produced by Producer's Renewable Natural Gas (as defined below) facility whereby Company will be the party purchasing and receiving the physical Natural Gas and Producer will be the party selling and delivering the Natural Gas.

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

AGREEMENT

1. Purchase and Sale of NG.

a. "Natural Gas" or "NG" shall mean Gas that meets the quality specifications as described in the Interconnection Agreement that is referenced as the physical portion of the production of Renewable Natural Gas, which does not include any Environmental Attributes.

b. "Renewable Natural Gas" or "RNG" shall mean Gas derived from the decomposition of organic matter.

c. Purchase and Sale of NG. From and after the Start Date (as defined in Section 3.b below), subject to the terms and conditions of this Agreement, Producer shall supply NG, per the specifications described in Section 1.a. of this Agreement, to Company at the Interconnection Point, as defined in Appendix 1 of the Interconnection Agreement, and Company shall purchase said NG. Title to and risk of loss of the NG shall transfer from Producer to Company at the Interconnection Point.

d. Environmental Attributes. The Producer shall retain all rights to the Environmental Attributes (as defined below) associated with the RNG or NG. The Company agrees that it does not have any claim on Environmental Attributes associated with the RNG or NG purchased under this Agreement.

e. Minimum Purchase and Sale Requirement. During each Contract Year during the term of this Agreement, with the first such period being the one-year period beginning on the Start Date and each subsequent period being a one-year period beginning on a yearly anniversary of the Start Date (each such period a "Contract Year"), Producer shall provide produced NG estimated to be [quantity] MMBtu/month at the Interconnection Point for Company's purchase.

f. Payments for deliveries. In each Contract Month of the Initial Term, with the first such period being the one-month period beginning on the Start Date and each subsequent period being a one-month period beginning on the monthly anniversary of the Start Date (each such period a "Contract Month"), Producer shall invoice Company for deliveries at the Price in section 2.a.

2. Pricing and Payment.

a. Price. The purchase price for NG purchased from Producer pursuant to this Agreement shall be the average of Platt's Inside FERC ("IFERC") Northern Demarc and Northern Ventura First-of-Month ("FOM") index prices. The average price shall be determined each calendar month and shall apply to all NG deliveries of Producer to Company during said month. To the extent either IFERC Northern Demarc or Northern Ventura FOM price is unavailable or not reported, the price shall be the one that is reported.

b. Invoicing and Payment.

i. Invoices and Payment for Purchases. Producer will deliver an invoice to Company reflecting the amount owing to Producer for Company's purchases of NG during the preceding Contract Month within 10 days following the completion of the Contract Month. Company shall pay within 25 days of receipt of the invoice.

c. Taxes. 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 or measured by the buying and selling of NG between Company and Producer under this Agreement shall be paid by Company. Notwithstanding the aforementioned, neither Company nor Producer shall be responsible for the other party's taxes applicable to income. Further, Company 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. For purposes of this Agreement, "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.

3. Start Date, Term, and Termination

a. Start Date. The "Start Date" for this Agreement shall be the first date, as reasonably determined by the Company, when Producer delivers at least [quantity MMBtu] to the Interconnection Point.

b. 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 twentieth (20th) annual anniversary of the Start Date.

c. Early Termination by Company. This Agreement may be terminated by Company 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 Company; (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 NG to the Interconnection Point for in excess of three hundred and sixty-five (365) consecutive days after the Start Date, (d) Producer breaches or defaults on any material term or condition of the Interconnection Agreement, or (e) 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 Company to terminate this Agreement.

d. Early Termination by Producer. This Agreement may be terminated by Producer immediately upon written notice if: (a) Company fails to make any payment hereunder as and when due, provided that such termination right shall not apply (i) to unpaid payments that are disputed in good faith by Company or (ii) unless Company fails to cure such breach within fourteen (14) business days after receipt of Producer's written notice of such failure; (b) by act or omission Company breaches or defaults on any material term or condition of this Agreement and Company fails to cure such breach or default within thirty (30) calendar days after written notice from Producer; or (c) Company 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.

e. 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. Sections 2.c., 4, 5, and 6, shall survive expiration or termination.

4. Warranty; Limitations on Liability.

a. Warranty. Producer hereby represents and warrants that the NG sold to Company pursuant to this Agreement shall conform to the specifications set forth in Exhibit B of the Interconnection Agreement.

b. 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 COMPANY 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). Neither party's maximum aggregate liability under this Agreement shall exceed [\$ quantity]. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON DAMAGES IN THIS SECTION 4.b. SHALL NOT LIMIT ANY AMOUNTS PAYABLE BY AN INDEMNIFYING PARTY UNDER SECTION 5 AS INDEMNIFICATION FOR DAMAGES PAID TO A THIRD PARTY IN A CLAIM THAT IS SUBJECT TO INDEMNITY UNDER SECTION 5.

5. Indemnification. Producer shall indemnify and hold harmless Company 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 Company 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.

Company 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 Company's acts or omissions, including but not limited to any such claim based upon the negligence of Company or its affiliates, employees, representatives, or agents.

6. Miscellaneous.

a. 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 in this Section 6.a 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 Company, to:

Gas Supply Manager
Minnesota Energy Resources Corporation
231 W Michigan Street
Milwaukee, WI 53203
[INSERT EMAIL]

If to Producer, to:

[producer]
[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.

b. 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, and any attempted assignment without such consent shall be null and void and without legal effect. Notwithstanding the foregoing, a party may assign this Agreement or its rights or obligations hereunder, in whole or in part, to any of its affiliates or to any person or entity that purchases all or any substantial portion of its assets, without the other party's consent. 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.

c. 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.

d. 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 Producer and Company. 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.

e. 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. The Interconnection Agreement continues in full force and effect on and in accordance with its terms.

f. 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.

g. 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.**

h. 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.

[The next page is the signature page.]

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.

[producer]

By: _____

Name: [name]

Title: [title]

Minnesota Energy Resources Corporation

By: _____

Name: [name]

Title: [title]