

Biomass Conversion Service Contract

This service agreement between Kansas Sustainable Agriculture District #001 (hereafter "Provider") and the farmer identified below (hereafter "Consumer") sets out the terms and conditions under which Provider will convert Consumer's biomass to renewable natural gas (RNG).

WHEREAS Provider is building an anaerobic digestion facility for conversion of biomass to biomethane, which can be used either as vehicle fuel or as renewable substitute for fossil natural gas in nitrogen fertilizer production; and

WHEREAS in order that this production facility can be lawfully financed with tax-free revenue bonds, a sufficient number of written contracts must be signed by Consumers who will utilize Provider's conversion service at rates established by its Board of Directors; and

WHEREAS Consumer wishes to utilize Provider's biomass conversion service;

NOW THEREFORE IT IS AGREED IN THE PARTIES' MUTUAL INTEREST:

1. Provider shall provide harvesting, gathering, transporting, processing, storing and converting of biomass and shall, further, at its expense, using its employees or agents, re-distribute to Consumer's fields as directed, nutrients (available nitrogen, phosphorous and potassium) recovered from effluent of anaerobic digestion proportionate to the contribution of Consumer's biomass nutrient content to total nutrient content of biomass converted.
2. Provider's rates for biomass conversion service shall be:
 - (i). Switchgrass, sudan, CRP or other grass (for silage) - negative 60 USD/dry english ton
 - (ii). Wheat straw, sorghum stalks, other baled material - negative 50 USD/dry english ton
 - (iii). Chicken, cow or pig manure - negative 25 USD/dry english ton
3. Consumer shall cultivate and tend acreage to be susceptible of harvest by Provider or otherwise make biomass available for a period of at least through Dec. 31, 2029.
4. Provider shall make payment for biomass within 40 days of harvest/gathering.
5. If drought emergency is declared permitting harvest of CRP acreage, Consumer's obligation thereafter that year shall be reduced to 50% of the agreed acreage.
6. This agreement shall be binding at such time as Provider has secured all necessary funds for its biomethane plant through issue and sale of public revenue bonds or otherwise or shall expire if such funds are not secured before December 31, 2024.
7. Upon majority vote of District members, Provider's rates may be adjusted for inflation in subsequent years.

Biomass

Acreage or estimated dry mass

Consumer Name (printed)

Consumer phone

Consumer Address

Consumer email

Consumer (signature)

Date signed

For Provider (William R. Tetrick, President)

Date signed

For Provider (Andy Warner, Secretary)

Date signed

For Provider (Shasta Wewe, Treasurer)

Date signed