

OPERATION AND MAINTENANCE AGREEMENT WASTEWATER TREATMENT PROJECT

This OPERATION AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of July 1, 2022 (the "Effective Date") by and between **AGROPUR INC.**, a corporation duly constituted under the laws of Wisconsin, having a place of business located at 3500 E. Destination Drive, Appleton, Wisconsin, 54915 (the "Owner"), and **ORGANIC SOLUTION MANAGEMENT LLC**, a duly constituted limited liability corporation governed by the laws of the State of Indiana having a place of business located at 6239 South East Street, Suite F, Indianapolis, IN. 46227 (the "Operator").

RECITALS

WHEREAS, Owner owns and operates a dairy processing facility in Lake Norden, South Dakota (the "Facility");

WHEREAS, All wastewater generated by the Facility is currently treated by the onsite wastewater treatment plant (the "WWTP");

WHEREAS, Owner owns and operates the WWTP and desires to contract for operation, maintenance and management of the WWTP;

WHEREAS, Operator provides operation, maintenance and management services for wastewater treatment facilities and has agreed to provide those services for the WWTP on the terms and conditions set forth in this Agreement, including the Scope of Services attached hereto as Appendix "A";

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 AGREEMENT

Section 1.1 - *Agreement*. This Agreement consists of the terms and conditions set forth and the following appendices, which are incorporated and made part of this Agreement by this reference and are included in any reference to this Agreement.

- Appendix A - Scope of Services
- Appendix B - Reimbursable Costs Items
- Appendix C - Annual Operating Fee
- Appendix D - Communication Protocols
- Appendix E - Permit
- Appendix F - Agropur Supplier Code of Conduct

If the terms and conditions of this Agreement vary or are inconsistent with any portion of the Appendices, the terms of this Agreement shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. Neither party will be bound by or be deemed to have made any representations, warranties, commitments or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement.

Section 1.2 - *Relationship of The Parties*. Operator has been retained by Owner as an independent contractor to operate, maintain and manage the WWTP on behalf of Owner, in accordance with Prudent Wastewater Treatment Practice and the requirements of this Agreement. Owner has delegated to Operator overall responsibility for operating, maintaining and managing the WWTP to ensure that the WWTP is available to treat the wastewater generated by the Facility at all times and Operator meets all requirements under this Agreement while operating, maintaining and managing the WWTP. Neither Operator nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Operator is the agent of Owner to the limited extent that this Agreement expressly grants Operator the authority to act on behalf of Owner.

Section 1.3 - *Representatives*. Owner and Operator shall each designate a representative (the "Designated Representative") to act on its behalf in overseeing the performance of this Agreement. Owner and Operator may change their respective Designated Representatives upon written notice to the other party given as provided in this Agreement. Designated Representatives shall be the primary means for communication and all other interactions between Owner and Operator that are required under this Agreement.

ARTICLE 2 DEFINITIONS

Section 2.1 - *Definitions*. Unless otherwise required by the context in which a defined term appears, the following terms shall have the meanings specified in this Article 2. Terms that are defined in other sections shall have the meanings given to them in those Sections.

"Annual Budget" has the meaning set forth in Section 6.2(a).

"Annual Operating Fees" means an annual operating fee paid to Operator during each Contract Year as set forth in Section 5.2.

"Bankruptcy" means a situation in which (i) a party's actions under applicable debtor relief laws demonstrate an inability to pay its debts as they mature or a need for protection from its creditors; (ii) a court of competent jurisdiction approves a petition filed against a party, which petition sought relief for the party's creditors, and the action of the court remains in effect for an aggregated period of 60 days (whether or not consecutive); (iii) a party admits

in writing its inability to pay its debts as they mature; (iv) a party gives notice to any person or entity of its current (or pending) insolvency or suspension of operations; or (v) a party makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of its creditors.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close in the State of Wisconsin.

"Contract Year" means: (i) for the first Contract Year, that period from the date of this Agreement up to December 31; and (ii) for each Contract Year thereafter, 12 month calendar year.

"Operating Manuals" means the operating data, design drawings, specifications, vendors' manuals, warranty requirements, procedures (including those for maintenance of the WWTP and environmental and safety compliance), and similar materials with respect to the WWTP.

"Procedures Manual" has the meaning set forth in Section 6.1.

"Project" means Operator's overall responsibility for operating, maintaining, and managing the WWTP to ensure that the WWTP is available to treat the wastewater generated by the Facility at all times, except as otherwise provided herein (including the Scope of Services) and as may be mutually agreed to in writing by the parties and Operator's responsibility to operate, maintain, and manage the WWTP in accordance with Prudent Wastewater Treatment Practice, the Permit, environmental laws, and the other requirements of this Agreement.

"Prudent Wastewater Treatment Practice" means (i) any of the practices, methods, and acts engaged in or approved by a significant portion of the wastewater treatment industry in the country and geographic region where the WWTP is located during the relevant time period, or (ii) practices, methods and acts that, in the exercise of reasonable judgment on the facts known (or that reasonably should have been known) at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition.

"Reimbursable Costs" has the meaning set forth in Section 5.3.

"Services" has the meaning set forth in Section 3.1.

"Permit" means the South Dakota Department of Environment and Natural Resources Surface Water Discharge Permit Authorizing Discharge under the South Dakota Surface Water Discharge System authorizing Owner to use the permit to discharge to the Big Sioux River in accordance with the terms and conditions set forth under Appendix E and as modified or reissued from time to time.

ARTICLE 3
SERVICES/COMPLIANCE

Section 3.1 - *Scope of Services*. Operator shall (i) operate, maintain and manage the WWTP on behalf of Owner in accordance with the Scope of Services set forth in Appendix "A" attached hereto ("Services") and (ii) also perform the specific duties set forth in this Agreement if they are not otherwise required by the standards defined in Section 3.2.

Section 3.2 - *Standards for Performance of the Services*. Operator shall perform the Services required under this Agreement, including those set forth in Appendix A, in a prudent, reasonable, and efficient manner and in accordance with (i) Operating Manuals, the Procedures Manual and applicable vendor warranties, (ii) Permit, (iii) Prudent Wastewater Treatment Practice, (iv) all applicable Laws and (v) this Agreement. Operator shall use all reasonable efforts to optimize the operation, maintenance and management of the WWTP and to minimize Reimbursable Costs and WWTP unavailability.

Section 3.3 - *Operator's Personnel Standards*. Operator shall provide as reasonably necessary all labor and professional, supervisory and managerial personnel as are required to perform the Services. Such personnel shall be qualified to perform the duties to which they are assigned. All individuals employed by Operator to perform the Services shall be employees of Operator, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Operator. With respect to labor matters, hiring personnel, and employment policies, Operator shall comply with all applicable Laws and Owner policies. Operator also shall act in a reasonable manner that is consistent with the intent and purpose of this Agreement and with Operator's acknowledgment (hereby given) that Operator has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate Owner.

Section 3.4 - *Compliance*. Operator shall comply with all Laws applicable to the operation, maintenance and management of the WWTP and the performance of the Services. Operator shall apply for and obtain, and Owner shall assist Operator in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Operator to do business or perform the Services in the jurisdictions where the Services are to be performed. Operator shall provide reasonably necessary assistance to Owner, to secure permits, licenses, and approvals (and renewals of the same) that Owner is required to obtain from or file with any governmental agency regarding the WWTP.

Section 3.5 - *Operating Records and Reports*. Operator shall maintain, at a location acceptable to Owner, the operating logs, records, and reports that document the operation and maintenance of the WWTP, all in form and substance sufficient to meet Owner's reporting requirements. Operator shall maintain current revisions of drawings, specifications, lists, clarifications and other materials related to operation and maintenance of the WWTP provided to Operator by Owner.

Section 3.6 - *Emergency Action*. If an emergency endangering the safety or protection of persons, the WWTP, or property located near the WWTP occurs, Operator shall promptly notify Owner and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss. Operator shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.

Section 3.7 - *No Liens or Encumbrances*. Operator shall maintain the WWTP free and clear of all liens and encumbrances resulting from any action of Operator or work done at the request of Operator, except for such liens or encumbrances that result directly from nonpayment by Owner of amounts due and owing to Operator under this Agreement.

Section 3.8 - *Stable Compliance of WWTP*. Any provision in this Agreement purporting to impose upon Operator any liability for the non-compliance of the WWTP with any and all applicable federal, state, and local laws, codes, statutes and ordinances, including, without limitation, all environmental laws (collectively, "Laws") shall not be effective unless and until Operator and Owner have jointly agreed that the WWTP has achieved Stable Compliance with all applicable Laws, except in the case of Operator negligence or willful misconduct. As used herein, the term "Stable Compliance" means the full and consistent compliance with all Laws for a consecutive period of time agreed by the parties as evidenced by the written confirmation of the parties.

ARTICLE 4 OWNER RESPONSIBILITIES

Section 4.1 - *Information*. Owner shall provide Operator with all vendor manuals, spare parts lists, WWTP data books and drawings which are in Owner's possession or control. Subject to the standards of performance set forth in Section 3.2, Operator shall be entitled to rely upon such information in performance of the Services.

Section 4.2 - *Overhaul of Major Equipment and Capital Improvements*. The cost of all major equipment teardowns and overhauls and all capital improvements shall be the responsibility of Owner. Operator shall promptly notify Owner in writing of any such teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements. If Owner has consented in writing to reimburse Operator for such costs, Operator shall schedule, coordinate, contract and oversee the performance of such activities. Operator also shall be responsible for monitoring and enforcing contract compliance by the contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to Owner by such contractor.

ARTICLE 5 COMPENSATION AND PAYMENT

Section 5.1 - *Payments*. As compensation to Operator for performance of the Services hereunder, Owner shall (i) pay Operator the Annual Operating Fee (or a pro rata portion thereof in the case of a Contract Year of less than 12 months) and (ii) reimburse

Operator for Reimbursable Costs, in the manner and at the times specified in this Article 5 and Appendix C, as modified from time to time.

Section 5.2 - *Annual Operating Fee*. Owner shall pay to Operator, the launch team, corporate management, moving allowance, housing, tech fee and labor (collectively, the "Annual Operating Fee") (or a pro rata portion thereof in the case of a Contract Year of less than 12 months) as set forth in Appendix C and mutually amended throughout the Term.

Section 5.3 - *Reimbursable Costs*. Owner shall reimburse Operator for all the costs for items set forth in Appendix B (collectively, the "Reimbursable Costs") at cost plus five percent (5%).

Section 5.4 - *Adjustments and Conditions*. Notwithstanding the payment of any amount pursuant to the foregoing provisions, Owner shall remain entitled to conduct a subsequent audit and review of all Reimbursable Costs incurred and paid by Owner and of any supporting documentation for a period of 1 year after the applicable Contract Year. If such audit and review show that any amount previously paid by Owner to Operator did not constitute a Reimbursable Cost, Owner may (a) recover such amount from Operator or (b) deduct such amount from any payment that thereafter may become due to Operator.

Section 5.5 - *Billing and Payment*. Within 15 days following the end of each month, Operator shall submit the receipts and disbursements showing Reimbursable Costs for such month and an invoice for the Annual Operating Fee for said month. Within 30 days after receipt of any such invoice, Owner shall:

(a) Pay Operator the sum specified in such invoice, less any portion of such invoice amount that Owner disputes in good faith or is permitted to offset under this Agreement; and

(b) With respect to any disputed portion of such invoice, provide Operator with a written statement explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with Article 14.

ARTICLE 6 PROCEDURES, PLANS AND REPORTING

Section 6.1 - *Procedures Manual*. The parties have approved a procedures manual that includes procedures for (i) reporting and correspondence pursuant to this Agreement, (ii) procurement and contracting, and (iii) accounting, bookkeeping and record-keeping ("Procedures Manual"). The Procedures Manual shall govern the covered activities of Operator for the Term of this Agreement, subject to such revision and amendment as agreed in writing by Owner and Operator.

Section 6.2 - *Annual Budget*

(a) Proposal. At least 60 days before the beginning of each Contract Year, Operator shall prepare and submit to Owner a proposed annual budget for the Contract Year, established on a monthly basis. The proposed annual budget shall include separate operating and capital budgets. The proposed annual budget shall also set forth, in detail acceptable to Owner, (i) anticipated operations, repairs and capital improvements, (ii) maintenance and overhaul schedules, (iii) planned procurement (including equipment, spare parts, and consumable inventories), (iv) labor activities (including staffing, labor rates, and holidays), (v) administrative activities, and (vi) other work proposed to be undertaken by Operator, together with an itemized estimate of all Reimbursable Costs to be incurred. Any actions to be performed by Operator under the proposed annual budget shall be consistent with Operator's obligations set forth in this Agreement.

(b) Adoption. Owner shall review Operator's proposed annual budget and annual operating plan within 30 days following receipt of the proposals. Owner may, by written request, propose changes, additions, deletions and modifications to the proposals. If requested by Operator, Owner shall provide Operator any cost information in Owner's possession from previous Contract Years applicable to items in the proposed annual budget. Owner and Operator will then meet and use their reasonable commercial efforts to agree upon a final budget (the "Annual Budget"), which shall be approved in writing by both parties. Except to the extent that the terms of Section 3.6 permit Operator to take actions which are outside the final Annual Budget without the consent of Owner, the final Annual Budget shall remain in effect throughout the applicable Contract Year, subject to revisions and amendments proposed by either party and consented to in writing by the other party.

(c) Changes. Operator shall notify Owner as soon as reasonably possible of any significant deviations or discrepancies from the projections contained in the Annual Budget.

Section 6.3 - *Operating Data and Records*. Operator shall monitor and record all operating data and information that (i) Owner must report to any person or entity, (ii) Owner must report to any government agency or other person or entity under applicable Laws and (iii) Owner reasonably requests. Operator shall report required or requested operating data and information to Owner as specified by Owner to support monthly invoicing under the Agreements, and within 15 Business Days following a request by Owner. Operating data to be reported includes information from operating logs, meter and gauge readings and maintenance records.

Section 6.4 - *Accounts and Reports*. Operator shall cooperate with Owner in complying with reporting requirements set forth in all agreements relating to the WWTP and shall, during the term of this Agreement, furnish or cause to be furnished to Owner the following reports concerning the WWTP operations and the Services:

(a) Monthly Reports. Within ten (10) Business Days following the last day of each calendar month, Operator shall submit progress report, in detail acceptable to Owner.

(b) Annual Reports. As soon as available, and in any event within 60 days after the end of each Contract Year, Operator shall submit an annual report describing, in detail substantially similar to that contained in the monthly reports referred to in Section 6.4(a), the Project activities and operating data for such Contract Year. The annual report shall present a comparison of such Project activities and operating data with the goals set forth in the Annual Budget for such Contract Year, and with those achieved during the preceding Contract Year (if applicable) and an explanation of any substantial deviations. Within 30 days after submission of each annual report, Operator shall meet with Owner to review and discuss the report and any other aspects of Project operations that Owner may wish to discuss.

(c) Litigation, Permit Lapses. Upon obtaining knowledge thereof, Operator shall promptly notify Owner in writing of: (i) any event of default under any agreement relating to the WWTP; (ii) any litigation, claims, disputes or actions, threatened or filed, concerning the WWTP or the Services; (iii) any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, warranty, approval, authorization or consent relating to the WWTP or the Services; and (iv) any dispute with any governmental authority relating to the WWTP or the Services.

(d) Other Information. Operator shall promptly submit to Owner any material information concerning new or significant aspects of the Project's activities and, upon Owner's request, shall promptly submit any other information concerning the WWTP or the Services.

Section 6.5 - *Communications.* Operator shall communicate to Owner in accordance with the communication protocols set forth in Appendix D to this Agreement.

ARTICLE 7 LIMITATIONS ON AUTHORITY

Section 7.1 - *General Limitations.* Notwithstanding any provision in this Agreement to the contrary, unless previously approved by Owner in writing Operator and any employee, representative, contractor or other agent of Operator are prohibited from taking the specified actions with respect to the matters indicated below.

(a) Disposition of Assets. Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of Owner, including any property or assets purchased by Operator where the purchase cost is a Reimbursable Cost;

(b) Contract. Make, enter into, execute, amend, modify or supplement any contract or agreement (i) on behalf of, in the name of, or purporting to bind Owner or (ii)

that prohibits or otherwise restricts Operator's right to assign such contract or agreement to Owner at any time;

- (c) Liens. Create, incur or assume any lien upon the WWTP or the Facility;
- (d) Other Actions. Take or agree to take any other action that materially varies from the applicable , Annual Budget or the requirements of this Agreement;
- (e) Agreements. Enter into any agreement to do any of the foregoing.

ARTICLE 8 TERM AND TERMINATION

Section 8.1 - *Term and renewal*. This Agreement shall be effective as of the Effective Date and shall govern the rights and obligations of the parties for an initial period of five (5) years. (the "Initial Term"). Following the expiration of the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year each (the "Renewal Terms") unless terminated by either party by written notice to the other party given not later than one hundred and eighty (180) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and any and all effective Renewal Terms are herein collectively referred to as the "Term.". This Agreement is subject to earlier termination pursuant to Sections 8.2, 8.3 or 8.4.

Section 8.2 - *Immediate Termination*. Either party may terminate this Agreement immediately (i) upon the Bankruptcy of the other party, (ii) default in any monetary payment obligation and the failure to cure the same within fifteen (15) business days following notice thereof, (iii) a material breach of any other term hereof and failure to cure the same within thirty (30) days following notice thereof, or such longer period so long as such party has commenced and is diligently pursuing such cure and so long as such cure has been first accepted by the other party in writing, or (iii) upon the occurrence of a Force Majeure Event that is not remedied within 60 days of its initial occurrence. If the Agreement is terminated pursuant to Section 8.2(i) or 8.2(ii), Operator shall be compensated for all Annual Operating Fee and Reimbursable Costs incurred by Operator to and including the date of termination.

Section 8.3 - *Termination Upon Notice By Owner*. Owner may terminate this Agreement upon 10 days prior written notice to Operator in the event (i) that Operator violates, or consents to a violation of, any Laws applicable to the Services or the WWTP, where the violation has or may have a material adverse effect on the maintenance or operation of the WWTP or Owner's interest, and Operator does not cure such violation within thirty (30) days following Operator's receipt of notice thereof, or such longer period to be agreed upon by the Parties in writing. If the Agreement is terminated by Owner pursuant to this Section 8.3, Operator shall be compensated for all Annual Operating Fees and Reimbursable Costs incurred by Operator to and including the date of termination.

Section 8.4 - *Termination Without Cause*. In addition to the rights set forth in this Article 8, Owner and Operator have the right to terminate this Agreement without cause upon nine (9) months written notice to the other party

Section 8.5 – *Condition of WWTP At End Of Term*. Upon expiration or termination of this Agreement, Operator shall remove its personnel from the WWTP. Operator shall leave the WWTP in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted. Operator shall be paid all unpaid Annual Operating Fee and Reimbursable Costs to and including the date of expiration or termination. All special tools, improvements, inventory of supplies, spare parts, safety equipment, Operating Manuals and Procedures Manuals, operating logs, records and documents maintained by Operator pursuant to Section 3.5 and any other items furnished on a Reimbursable Cost basis under this Agreement will be left at the WWTP and will become or remain the property of Owner without additional charge. Owner shall also have the right, in its sole discretion, to assume and become liable for any contracts or obligations that Operator may have undertaken with third parties in connection with the Services.

ARTICLE 9 INSURANCE

Section 9.1 - *Coverage*. Operator shall, at its sole expense, procure and maintain insurance in full force and effect, without any limitation of its obligations or responsibilities under the Agreement, the following types of coverage and limits of liability (which shall in no way constitute a limitation of liability, but only serves as a minimum acceptable to Owner):

Commercial General Liability	\$1,000,000 Each Occurrence including Products & Completed Operations covering bodily injury and Broad form property damage, products and completed operations, premises and operations, contractual liability, and fire legal liability
Automobile Liability	\$1,000,000 Each Occurrence, applicable to any automobile, including owned, non-owned, and hired automobiles, with combined single limit for Bodily Injury and Property Damage
Umbrella Liability	\$9,000,000.00 Each Occurrence (Comprehensive General Liability, Automobile and Employer's Liability must be showing as Primary Underlying policies)
Workers' Compensation	Statutory, to include coverage for all Proprietors, Officers, Partners, Members and Employees engaged in performing obligations under this Agreement
Employer's Liability	\$1,000,000 Each Occurrence, including Occupational Disease

Errors & Omission Professional Liability	\$5,000,000 Each Claim, including Bodily Injury and Property Damage, if drawing, design, calculation, project management, consulting or related services are rendered
Environment Impairment/Pollution Liability	\$5,000,000 Each claim, as work involves or is related to environmental regulations
Tools & Equipment Floaters and related Operator owned Property	Broad Form, covering the Operator's tools and equipment brought on site to perform the work, including waiver of subrogation in favor of Agropur in the event of loss or claim

The insurance required by this sub-section shall be provided by an insurance company or companies lawfully authorized to conduct business in the state where the Services are to be provided which have an AM-Best rating of not less than "B+". Owner and its subsidiaries together with their respective affiliates, agents, officers and employees are to be added as additional insured to the Supplier's Commercial General Liability, Automobile Liability and Environmental Liability policies and shall be primary and non-contributory, and this extension shall be shown on the certificate of insurance. Operator's General Liability, Auto Liability and Environmental Liability. To the fullest extent permitted by applicable law, a Waiver of Subrogation shall be added to the General Liability, Automobile, Workers Compensation, Employer's Liability and Environmental Liability policies in favor of Owner and show on certificate of insurance.

Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days prior written notice to Owner. Such notices and any endorsements subsequently issued amending coverage or limits shall be delivered to Owner by certified mail. Upon receipt of any notice of cancellation, non-renewal or reduction in coverage, Operator shall within five (5) days procure other policies of insurance, similar in all respects to the policy or policies about to be canceled, non-renewed or reduced in coverage. If Operator fails to provide acceptable policies of insurance, Owner may obtain such insurance at the cost and the expense of Operator.

All documents and requirements must be compliant and accepted by Owner prior to start of work and shall be maintained without interruption from the Effective Date until at least one (1) year following the date of early expiration or termination, or longer if required by Owner. Certificates annually renewed must be supplied to Owner prior to expiration of policies afore mentioned.

ARTICLE 10
INDEMNIFICATION AND LIABILITIES

Section 10.1 - *Indemnification*. Operator shall indemnify, defend and hold harmless Owner, its affiliates and their respective successors, assignees, employees, agents, directors, officers, members and representatives ("Indemnified Parties") from and against any and all losses, liabilities, damages, payments, settlements, judgments, penalties, fines,

expenses, including reasonable attorney's fees and costs, suits, actions and claims, of any nature, whether valid or invalid, arising directly or indirectly of:

(a) any error, omission or negligence on the part of Operator or any of its employees, agents, representatives or subcontractors in connection with the execution of this Agreement;

(b) any failure by Operator to comply with its obligations, representations and warranties under this Agreement;

(c) any claim or action by a third party alleging that the Services infringes any intellectual property rights belonging to a third party, including, without limitation, any patent, trademark or copyright; or

The foregoing indemnification obligations shall not apply to the extent they result from Owner's gross negligence or willful misconduct.

The provisions of this Section shall survive the expiration or termination of this Agreement.

Section 10.2 - *Environmental Liability*. Operator shall indemnify, defend and hold harmless Indemnified Parties, from and against any losses, liabilities, damages, payments, settlements, judgments, penalties, fines, expenses, including reasonable attorney's fees and costs, suits, actions and claims, of any nature, whether valid or invalid, arising directly or indirectly of:

(a) any environmental claims relating to or arising in connection with the Project, performance of the Services or other provisions of this Agreement;

(b) Operator's violation of any environmental laws in connection with the with the Project, performance of the Services or other provisions of this Agreement; and

(c) any discharge, release, spill, of wastewater in contravention to the Permit, caused by Operator's.

ARTICLE 11 CONFIDENTIALITY

Section 11.1 - *Confidentiality*. Operator understands and acknowledges that, in the course of performing its obligations under this Agreement, it will have access to certain Confidential Information and hereby undertakes:

(a) to protect and keep in strict confidence all of the Confidential Information by using at least the same degree of care and confidentiality that it uses for its own information, but not less than a reasonable standard of care;

(b) not to disclose, copy, give access or allow the disclosure of any Confidential Information to any third party, whether directly or indirectly, without the prior written consent of Owner; and

(c) to use the Confidential Information solely for the purpose of performing its obligations hereunder and to refrain from using such Confidential Information, whether directly or indirectly, for its own benefit or for the benefit of any third party or in a manner contrary to the interests of Owner.

Section 11.2 - *Required Disclosure*. Notwithstanding the terms above, Operator may disclose certain Confidential Information to its directors, officers, employees and authorized subcontractors (collectively, the “Representatives”) who have a need to know for the sole purpose of performing its obligations hereunder but only after having informed the Representatives of the confidential nature of such Confidential Information and of their obligation not to disclose same in accordance with the terms of this Section. As such, Operator shall cause its Representatives assigned to the performance of Operator’s obligations to comply with the terms and conditions of this Section. Operator shall assume full liability in the event of any breach by its Representatives of the terms of this Section.

Section 11.3 - *Exclusive Property*. Operator acknowledges that the Confidential Information is the exclusive property of Owner, and nothing contained in this Agreement shall be construed as granting or conferring to Operator any rights or interests by licence or otherwise in any Confidential Information. Owner makes no representation or warranty of any kind whatsoever regarding the accuracy or completeness of the Confidential Information.

Section 11.4 - *Return of Confidential Information*. Upon termination or expiration of this Agreement, or at any time upon Owner’s request, Operator shall deliver to Owner all documents and materials containing Confidential Information that are in Operator’s possession or control.

ARTICLE 12 TITLE, DOCUMENTS AND DATA

Section 12.1 - *Materials And Equipment*. Title to all materials, equipment, tools, supplies, consumables, spare parts and other items purchased or obtained by Operator on a Reimbursable Cost basis hereunder shall pass immediately to and vest in Owner upon the passage of title from the vendor or supplier thereof, provided, however, that such transfer of title shall in no way affect Operator's obligations as set forth in this Agreement.

Section 12.2 - *Documents*. All materials and documents prepared or developed by Operator, its employees, representatives or contractors in connection with the WWTP or performance of the Services, including all manuals, data, drawings, plans, specifications, reports and accounts, shall become Owner's property when prepared, and Operator, its agents, employees, representatives, or contractors shall not use such materials and documents for any purpose other than performance of the Services, without Owner's prior

written approval. All such materials and documents, together with any materials and documents furnished to Operator, its agents, employees, representatives, or contractors by Owner, shall be delivered to Owner upon expiration or termination of this Agreement and before final payment is made to Operator.

Section 12.3 - *Review By Owner*. All materials and documents referred to in Section 12.2 hereof shall be available for review by Owner at all reasonable times during development and promptly upon completion. All such materials and documents required to be submitted for approval by Owner shall be prepared and processed in accordance with the requirements and specifications set forth in the Procedures Manual. However, Owner's approval of materials and documents submitted by Operator shall not relieve Operator of its responsibility for the correctness thereof or of its obligation to meet all requirements of this Agreement.

Section 12.4 - *Proprietary Information*. Where materials or documents prepared or developed by Operator or its agents, employees, representatives or contractors contain proprietary information, systems, techniques, or know-how acquired from third parties by Operator or others acting on its behalf, such persons or entities shall retain all rights to use or dispose of such information, provided, however, that Owner shall have the right to the same to the extent necessary for operation or maintenance of the WWTP.

ARTICLE 13 EXCLUSIVITY

Section 13.1 - *Grant of Exclusivity*. Owner hereby grants to Operator the exclusive right, throughout the Term of this Agreement, to operate, maintain and manage the WWTP on behalf of Owner and provide the Services. Owner agrees that it shall not grant to any other party any rights that compete or conflict with the Services nor shall Owner engage in the Services, except if to the sole discretion of Owner, Operator is not providing the Services in accordance with this Agreement.

ARTICLE 14 RESOLUTION OF DISPUTES

Section 14.1 - *Resolution Through Discussions*. If any dispute or difference of any kind (a "Dispute") arises between Owner and Operator in connection with, or arising out of, this Agreement, the Owner and Operator within 30 days shall attempt to settle such Dispute in the first instance through discussions. The Designated Representatives of Owner and Operator shall promptly confer and exert their best efforts in good faith to reach a reasonable resolution of such Dispute. If the parties are unable to resolve the Dispute using the resolution through discussions set forth in this section, either party may initiate legal proceedings to seek final resolution of the dispute, in accordance with Section 15.16.

ARTICLE 15
MISCELLANEOUS PROVISIONS

Section 15.1 - *Assignment*. Neither Owner nor Operator party may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto (which shall not be unreasonably withheld), except that this Agreement may be assigned by Owner without such prior consent to any successor of Owner acquiring all or substantially all of the Facility, provided such successor expressly assumes all obligations of Owner hereunder.

Section 15.2 - *Set-off*. Owner reserves the right to withhold any amount owing to Operator for the Services rendered under this Agreement and to apply the amount so withheld to any amount owing by Operator to Owner under this Agreement.

Section 15.3 - *Access to WWTP*.

(a) Owner. Owner shall have access at all times to the Project and any documents, materials and records and accounts relating to Project operations for purposes of inspection and review. Upon the request of Owner Operator shall make available to such persons or entities and provide them with access to any operating data and all operating logs.

(b) Cooperation. During any such inspection or review of the WWTP, each of Owner shall use its reasonable commercial efforts to cause authorized visitors to comply with Operator's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Operator's activities. Operator agrees to cooperate fully with Owner in providing requested information and documentation for the support of any financial or legal transactions associated with the WWTP.

Section 15.4 - *Force Majeure*. If either Owner or Operator is rendered wholly or partially unable to perform its obligations under this Agreement without its fault or negligence, due to acts of God, natural disasters, fires, floods, explosions, riots, wars, act of terrorism or sabotage, epidemics, pandemics, act of Governmental Authority, state of emergency, (which are unknown at the time Operator is entering into this Agreement) or other causes beyond the reasonable control of such party (each, a “**Force Majeure Event**”), the party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses its reasonable commercial efforts to remedy its inability to perform.. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such

occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.

Section 15.5 - *Amendments*. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both parties.

Section 15.6 - *Survival*. Notwithstanding any provisions herein to the contrary, the obligations set forth in Articles 7, 10, 11 and 14 shall survive in full force despite the expiration or termination of this Agreement.

Section 15.7 - *No Waiver*. It is understood and agreed that any delay, waiver or omission by Owner or Operator with respect to enforcement of required performance by the other under this Agreement shall not be construed to be a waiver by Owner or Operator of any subsequent breach or default of the same or other required performance on the part of Owner or Operator.

Section 15.8 - *Notices*. All notices and other communications (collectively "Notices") required or permitted under this Agreement shall be in writing and shall be given to each party at its address or electronic mail set forth in this Section 15.8 or at such other address or electronic mail as hereafter specified as provided in this Section 15.8. All Notices shall be (i) delivered personally or (ii) sent by electronic mail, registered or certified mail (return receipt requested and postage prepaid), or (iii) sent by a nationally recognized overnight courier service. Notices shall be deemed to given (A) when transmitted if sent by electronic mail (provided the transmittal is confirmed), or (B) upon receipt by the intended recipient if given by any other means. Notices shall be sent to the following addresses:

To Operator:

Organic Solution Management

6239 South East Street, Suite F, Indianapolis, IN. 46227

ATTN: ***Chris Pierce***

Tel: ***317-430-2566***

E-Mail: ***cpierce@solutionmgt.com***

To Owner:

AGROPUR INC.

3500 E. Destination Drive, Appleton, Wisconsin, 54915

ATTN: ***Ted Winkelman, Director Environmental Compliance***

Tel: ***920-944-0990 x35201***

E-Mail: ***ted.winkelman@agropur.com***

With a copy to: Acting Vice President Legal Affairs

E-mail: avislegal-legalnotice@agropur.com

Section 15.9 - *Fines And Penalties*. If during the Term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against Operator or Owner arising from Operator's failure to operate and maintain the WWTP in accordance with the Permit and applicable laws, without Owner's prior written consent, such fines and penalties shall be the sole responsibility of Operator and shall not be deemed a Reimbursable Cost. Notwithstanding the above, fines or penalties as a result of electrical conductivity non-conformity (resulting failure of Acute or Chronic Whole Effluent Toxicity Testing) are excluded and Owner shall be solely responsible for all such fines and penalties, except that Operator shall be liable to pay fines or penalties as a result of electrical conductivity non-conformity (resulting failure of Acute or Chronic Whole Effluent Toxicity Testing) if said fines or penalties result from the negligence or willful misconduct from Operator.

Section 15.10 - *Representations And Warranties*. Each party represents and warrants to the other party that:

(a) such party has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;

(b) to the best of such party's knowledge, the execution, delivery and performance by such party of this Agreement, does not and will not materially conflict with any legal, contractual, or organizational requirement of such party; and

(c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such party's ability to perform its obligations under this Agreement.

Section 15.11- *Counterparts*. The parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it.

Section 15.12 - *Partial Invalidity*. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

Section 15.13 - *Captions*. Titles or captions of Sections contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

Section 15.14 - *Vendor's Warranties*. For Owner's benefit, Operator shall obtain from sellers of equipment, material, or services (other than the Services), warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable, and, to the extent of any such warranties actually obtained, Owner releases Operator from any further liability arising in respect of such equipment, material or

services (other than the Services) to the extent such liability is covered by any such warranty.


Section 15.15 – *Governing Law*. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the state of Wisconsin, without regard to conflicts of laws principles.

Section 15.16 – *Jurisdiction, Venue*. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state or federal court located in Wisconsin and each of the parties to this Agreement hereby consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

Section 15.17 - *Compliance with Environmental Laws*. Operator covenants and agrees with Owner that it shall comply with all environmental laws and report, within 24 hours, to Owner any and all environmental noncompliance in connection with the WWTP, performance of the Services or other provisions of this Agreement. If at any time during the performance of this Agreement, a governmental authority having jurisdiction over the WWTP requires remedial action from Owner or Operator to correct the rejection of wastewater into the environment (an “Environmental Event”), Operator shall, if first informed by the governmental authority, deliver prompt notice of the occurrence of such Environmental Event to Owner. Within 24 hours after Operator has knowledge of the occurrence of an Environmental Event, Operator shall explain the Environmental Event in reasonable detail and set forth the proposed remedial action, if any. Owner shall, if first informed by the governmental authority of an Environmental Event, inform the Operator promptly, and Operator shall explain the Environmental Event in reasonable detail and setting forth the proposed remedial action, if any. Operator shall promptly provide Owner with copies of all notices from any governmental authority which allege or identify any actual or potential violation or noncompliance received by or prepared by or for Operator or Owner in connection with noncompliance to any environmental law. Operator will take all remedial actions necessary and will indemnify Owner pursuant to the provisions set forth in Article 10.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

AGROPUR INC.

By: -----

Name: Brad Cashaw
Title: COO

ORGANIC SOLUTION MANAGEMENT LLC

By: -----

Name: Chris Pierce
Title: President

APPENDIX A
SCOPE OF SERVICES

OPERATOR SHALL PERFORM EACH OF THE SERVICES LISTED IN THIS APPENDIX A IN ACCORDANCE WITH THE STANDARDS REQUIRED UNDER SECTION 3.2 OF THE AGREEMENT.

I. Specific Requirements

Operator, as part of the Services, is responsible for:

A. Providing such trained personnel as is reasonably necessary to operate and maintain the WWTP and provide the Services set forth in this Agreement. As such, Operator will provide at all times the following personnel:

- i) One (1) Lead Operator:*
 - a. the Lead Operator will provide oversight and leadership of the personnel team;*
 - b. the Lead Operator will be a certified Class IV operator in the State of South Dakota;*
 - c. the Lead Operator will provide oversight of the sampling program, completion of DMRs and other regulatory driven requirements;*
 - d. the Lead Operator will establish Standard Operating Procedures (SOP), checklists, and recurring reports specific to Owner WWTP within six months of the Effective Date.*

NOTE: During the interim transition phase, Owner will contract out the licensed operator responsibilities.

- ii) One (1) Laboratory Technician:*
 - a. the Laboratory Technical will have oversight of laboratory SOPs, process control data, compliance data, and wetland management.*
- iii) One (1) Mechanic*
 - a. The Mechanic will support the PM and CM schedule, manage critical spare parts list.*
- iv) Four (4) Full-Time (FT) WWTP operators to provide 24/7 coverage*
- v) One (1) Full-Time (FT) WWTP operator to provide additional manpower for smaller maintenance projects and temporary coverage during FT operator gaps.*

vi) Any proposed changes to personnel, as described in Appendix A, must be approved in writing by Owner. Owner and Operator shall agree, in writing, to any correlating changes to the Annual Operation Fee (Appendix C)

B. Technology Support. Operator will implement a proprietary OptiClear program which provides:

- i) Realtime data analysis and daily automated reports which are available 24/7 via internet portal system;*
- ii) Remote monitoring via web and/or mobile devices, along with remote control are possible, but might not be feasible based on the current Owner SCADA schema.*

C. Corporate support. Operator's team of wastewater expertise at the corporate level will provide oversight of the lead operator and the on-site team. While much of this support will be remote, Owner will not hesitate to place someone on-site when manpower shortages require that level of support.

D. Operating and maintaining the WWTP in accordance with the terms of the Agreement.

E. Performing such other tasks and services which Owner may reasonably request from time to time in connection with operation, maintenance and management of the WWTP.

II. Specific Exclusions

The following items are specifically excluded from the Scope of Services

- i) Major maintenance activities;
 - a. To be proposed in advance and provided by Operator field maintenance staff or a third party and to be paid for by Owner**
- ii) Electrical troubleshooting and repair activities;*
- iii) Certified equipment calibrations;*
- iv) Removal of biosolids (sludge);*
- v) Permitting services or permit-related engineering;*
- vi) Compliance reporting to any regulatory agency;*
- vii) Spill reporting;*
- viii) Completion of submittals and reports required for permit compliance;*

- ix) Additional consulting and reporting services such as updates to the crop management plan, TLAP, air emissions plan, or groundwater monitoring;
- x) Laboratory analysis;
- xi) Microscopic evaluation/identification;
- xii) All sales and use tax as required by specific state regulations;
- xiii) Controls;
- xiv) Programming;
- xv) Major Blower Rebuild;
- xvi) Major Boiler Rebuild;
- xvii) Underground Work;
- xviii) Welding;
- xix) Motors for Pump Repair; and
- xx) Motor Replacement Over 200 lbs.

APPENDIX B
REIMBURSABLE COSTS ITEMS

Reimbursable Costs items shall be paid to Operator in accordance with the requirements of Articles 5 and 7. Reimbursable Costs include but are not be limited to:

1. Spare and replacement parts;
2. All material, tools and equipment necessary to operate and maintain the WWTP and perform the Services;
3. Chemicals;
4. Lubricants (including proper disposal costs);
5. Specialized instrumentation and calibration equipment;
6. Consumables and general supplies;
7. Cleaning Supplies;
8. Authorized leased equipment;
9. Specialized test and calibration equipment;
10. Major equipment overhauls;
11. Building repairs and maintenance

All Services by Operator that support Project activities and all Reimbursable Costs shall be approved by Owner, through the Annual Budget or otherwise, prior to implementation by Operator. Even with Owner approval of the Annual Budget, if the Operator is required to purchase an item which falls under Appendix B - Reimbursable Cost and that said item is valued at more than \$10,000 dollars, Operator shall first obtain Owner approval in writing prior to purchasing the item. Failure to do so will result in Owner not reimbursing Operator for the item as a Reimbursable Costs.

APPENDIX C
ANNUAL OPERATING FEE

	Corp Management	Moving Allowance	Housing	Technology Fee	Labor	Total
Year One	\$20,000	\$50,000	\$20,000	\$6,000	\$1,230,000	\$1,326,000
Year Two	\$30,000			\$6,200	\$1,266,900	\$1,303,100
Year Three	\$30,000			\$6,400	\$1,304,907	\$1,341,307
Year Four	\$30,000			\$6,600	\$1,344,054	\$1,380,654
Year Five	\$30,000			\$6,800	\$1,384,376	\$1,421,176

- The billable rate for the first year is fixed. Years two thru five will be increased by 3% annually,
- “Corp Management”, “Moving Allowance”, “Housing”, and “Tech Fee” will be billed monthly at an annual cost divided by 12
- After Year 1, we will no longer bill for “Moving Allowance”, or “Housing”
- Labor will be billed incrementally on a monthly pro-rata basis as new employees are hired on and/or employees are transitioned from Owner’s payroll to Operator’s payroll at the below monthly rate
 - Lead Operator - \$15,000
 - Lab Technician - \$12,500
 - MX Technician \$12,500
 - Four (4) FT Operators \$12,500
 - FT Coverage Operator \$12,500
- After the entire 8-person team is assembled, then the labor fee will be billed in full each month based on the above table
- Any required tax is not included in the Annual Operating Fees.

APPENDIX D
NOTICE AND COMMUNICATION PROTOCOLS

Owner Representative Designated Pursuant to Section 1.4 (Primary Contact):

Ted Winkelman, Director Environmental Compliance

Tel: **920-944-0990 x35201**

E-Mail: ***ted.winkelman@agropur.com***

Owner Escalation Contact:

Mike Sipple, VP US Operations

Email: ***mike.sipple@agropur.com***

Operator Representative Designated Pursuant to Section 1.4 (Primary Contact):

Operator Escalation Contact:

If the authorized Owner primary contact does not respond within 2 business days of an Operator request, Operator shall contact Owner Escalation Contact. If the Escalation Contact does not respond within 2 business days of an Operator request, Operator is authorized to proceed, regarding the request, at their reasonable discretion.

APPENDIX E
PERMIT

SURFACE WATER DISCHARGE PERMIT No. : SD0025411
TO BE PROVIDED SEPERATELY

APPENDIX F
AGROPUR SUPPLIER CODE OF CONDUCT

**AGROPUR SUPPLIER CODE OF CONDUCT TO BE PROVIDED
SEPERATELY**

APPENDIX G
Labor Transition

Operator will transition current Owner wastewater operators to their payroll effective 1 July 2022. The objective of the transition is for it to be seamless and mutually beneficial. The labor price structure in Appendix C takes into account Owner's total compensation package.

OPERATOR'S CONTRACT: CLASS I OPERATOR

SECTION I

PARTIES:

The parties to this agreement are Sage Water Works, Inc., Allan Sage Certified Operator of 5310 Ebony Place, Piedmont, SD 57769, herein called "Operator" and Cedar Berry Canyon, LLC of Sioux Falls, South Dakota, herein called "Water Association."

Allan Sage is, at minimum, a Class I Water Treatment Operator and a Class I Water Distribution Operator certified by the South Dakota Department of Environment and Natural Resources and is an employee of Sage Water Works, Inc. Allan Sage is designated as the employee in charge of services under this contract.

SECTION II

DESCRIPTION OF THE SYSTEM:

The Water Association is the owner of the water system consisting of one (1) water well, one (1) reservoir, water mains and lines known as the Cedar Berry Canyon Estates Water System with registered EPA ID No. 2388. The system's water source is ground water and has three (3) user service connections under construction at the time of the signing of this agreement. Drinking water is treated with chlorine, and is not treated with phosphates or fluoride.

The system does not include and specifically excludes all water lines, appliances, facilities, hydrants and points of use on the consumer side of the water main for each respective user.

SECTION III

PURPOSE:

The Operator is a certified water system operator and in the business of operating water systems for private associations. The Water Association is the owner of the water system and requires the service of a licensed operator to manage its water system.

All new agreements are subject to amendment until approved by the "South Dakota Board of Operator Certification".

SECTION IV

DUTIES OF THE OPERATOR:

During the term of this contract, the Operator shall perform any and all services required on Exhibit A attached hereto and by this reference incorporated herein.

The termination and restoration of a residence water supply for nonpayment to the Water Association is not a part of the general services rendered in Exhibit A and will be rendered at the request of the Water Association for additional fee(s).

During the term of this contract, the Operator shall be in direct responsible charge of all operations and maintenance of the water system and the Water Association shall not permit any interference with the same.

DUTIES OF THE WATER ASSOCIATION:

The Water Association shall provide all requested water system and housing community information necessary for Certified Operator to manage the water system including, but not limited to, any and all "as built" plans and maps of the water system, manuals and specifications for the pump, reservoir and water system and an inventory of spare parts and equipment for the same. The Water Association shall further provide and pay for all repairs necessary to the water system in order to maintain the same and shall make such repairs and enhancements as are necessary to provide safe drinking water or required by the Department of Environment and Natural Resources for maintenance of its certification as a water system. The Water Association will make every effort to notify the Certified Operator of any planned or unplanned work to be performed on the water system.

SECTION V

COMPENSATION:

The Water Association shall pay to the Certified Operator for its services the sum of \$450.00 per month plus applicable tax for general services. All water testing and water treatment chemicals must be purchased through Sage Water Works, Inc.

The Certified Operator's fee may be adjusted annually based upon the number of additional service connections, wells, and/or increases in operational expenses. Written notice of any such increase will not be less than 30 days.

Payments are due by the 28th of every month. Payments not received by the 28th of the month or when applicable the adjusted due date will have late charges assessed.

SECTION VI

TERM AND EXTENSION:

This contract shall commence on the date hereof and shall continue for a period of one (1) year to the anniversary date hereof. This agreement will automatically renew for an additional year unless the Water Association or the Certified Operator gives written notice to the other not later than sixty (60) days prior to the end of the term of its intention to terminate this agreement. All of the terms and conditions of the agreement applicable hereto shall continue in full force and effect for the additional term.

INSURANCE:

The Certified Operator agrees to maintain Worker's Compensation and Employer Liability insurance coverage throughout the term of this agreement as such Worker's Compensation insurance is required from time to time by the laws of the State of South Dakota, holding the Water Association harmless from any claims by the employees of Operator.

The Water Association agrees to indemnify and hold harmless the Certified Operator from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Water Association, its officers, directors, engineers, consultants and agents.

The Certified Operator agrees to indemnify and hold harmless the Water Association from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Certified Operator, its officers, directors, engineers, consultants and agents.

SECTION VIII

RELATIONSHIP BETWEEN PARTIES:

The Water Association contracts with the Certified Operator as an independent contractor and solely for the purposes set forth in this agreement. The Certified Operator shall be free to determine the time, energy and skill required for the performance of the contract and shall be free to schedule such time and service in such manner as the contractor sees fit. The Certified Operator contractor shall not be considered as an employee, joint venture or partner in the operation, maintenance and service of the water system.

The Water Association and Certified Operator shall conduct business in a professional manner at all times and respect each other as business entities with individual operating standards.

SECTION IX

RESPONSIBILITY:

Certified Operator shall perform its services through certified/qualified personnel in a good and workmanlike manner and in accordance with the generally accepted safety practices.

SECTION X

TERMINATION:

- A. Termination Without Cause. Either party hereto may terminate this agreement without cause upon sixty (60) days written notice of termination delivered to the affected party by first class mail.
- B. Death or Disability. This agreement may be terminated by the Operator or Water Association upon thirty (30) days written notice in the event the services required of the Certified Operator cannot be performed by it due to the death, disability, relocation or military service of its Certified Operator and inability to provide a substitute or replacement of the same in order to complete the term of this agreement.
- C. Termination for Breach. In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this agreement at any time after a reasonable opportunity to cure such breach. Such opportunity not to exceed thirty (30) days. If the breaching party, prior to expiration of such period, has cured the breach, this agreement shall remain in effect for the balance of its current term.

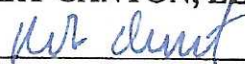
SECTION XI

ENTIRE AGREEMENT:


This agreement shall be construed in accordance with the laws of the State of South Dakota and shall constitute the entire agreement between the parties. Any and all prior written or oral agreements are replaced hereby. All section headings in this agreement have been inserted for convenience only and are not to be construed as part of the agreement itself, Wherever a requirement for performance by either party is imposed without specification as to time, it shall be construed that such performance shall be commenced and completed within a reasonable period of time after notice of the need for performance has been given and received.

Executed by the parties on this 31st day of May, 2022.

CEDAR BERRY CANYON, LLC

By: 
Its: Agent/Owner/President

SAGE WATER WORKS, INC.

By: 
Its: President



Cedar Berry Canyon Estates Water Association

Certified Operator Responsibilities

Title:	Water Treatment & Distribution Operator
Contracted by:	Board of Directors
Main Function:	Provides maintenance, technical consultation and system support for drinking water system.
Credentials:	Class II Water Treatment Operator; Class I Water Distribution Operator

Responsibilities:

1. Maintains efficient system operation by observing proper function of system, including but not limited to: reservoir water levels, pump & meter operation, fluorination/chlorination/phosphate output, system/pit leaks, pit heaters, pump drives, auto dialers and other equipment requiring or providing monitoring.
2. Records system checks and when appropriate documents corrective actions.
3. Performs on-site inspections at least once per week totaling up to 3 hours per month. Systems with remote monitoring and/or auto-dialers will be monitored by the operator as deemed necessary.
4. Provides 24-hour on-call service 7 days per week for system failure. When available, provides a trained replacement in his absence and notifies Board of Directors/water system owner/designee of departure and return dates.
5. Completes water quality testing as required by the South Dakota Drinking Water Standards, records results and makes necessary modifications to system. (Sampling fees are applicable for any additional sampling resulting from failed samples)
6. Obtains chlorine residual measurements and strives to maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system. (If applicable) Responsible for quarterly chlorine reporting to South Dakota DANR.
7. Obtains fluoride level measurements and strives to maintain a fluoride level of at least 1.2 mg/l in all areas of the distribution system. (If applicable)

8. Attends, as requested by agencies, all on-site inspections by the South Dakota Drinking Water Program, Environmental Protection Agency (EPA) and Department of Agriculture and Natural Resources (DANR).
9. Provides a good, safe working environment.
10. Performs minor, ongoing and preventative system maintenance. *
11. Identifies and performs needed minor system repairs within scope of capability. *
12. Performs sediment flushing of water distribution lines and exercises hydrants and main valves on a regular basis. Water Association must provide operator ease of access or this responsibility will default back to Water Association.
13. Provides a monthly status report of drinking water system operations and communicates at membership meetings as requested by Board of Directors/water system owner/designee.
14. Maintains operational, maintenance and administrative records of all drinking water system activities. Water system records will be purged according to standards set forth by the DANR.
15. Answer homeowner's concerns regarding system operation/water quality testing and relays any complaints to Board of Directors/water system owner/designee.
16. Provides consumers with a copy of the Annual Drinking Water Report (public drinking water systems only). Report production & mailing fees are applicable.
17. Provides consumers with a public notice for repeated failed samples or as directed by South Dakota Drinking Water Program (public drinking water systems only). Report production & mailing fees are applicable.
18. Purchases routine supplies/services to include, but not limited to: chemical treatments, chlorine testing materials and water quality analysis reports and submits charges with monthly bill.
19. Analyzes operational data to determine changes and improvements for more efficient operation.
20. Advises Board of Directors of any pending repairs, water quality or system performance issues.
21. Retains valid operator certificate(s).
22. Provides proof of Contractor's Liability Insurance upon request.

*Minor system maintenance/repairs are those, which do not require time beyond the normal on-site inspection as described in Responsibility #3 or equipment rental or repair parts costing over \$150. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.

OPERATOR'S CONTRACT: CLASS I OPERATOR

SECTION I

PARTIES:

The parties to this agreement are Sage Water Works, Inc., Allan Sage Certified Operator of 5310 Ebony Place, Piedmont, SD 57769, herein called "Operator" and Golden Hills Water Association, LLC of Sioux Falls, South Dakota, herein called "Water Association."

Allan Sage is, at minimum, a Class I Water Treatment Operator and a Class I Water Distribution Operator certified by the South Dakota Department of Agricultural and Natural Resources and is an employee of Sage Water Works, Inc. Allan Sage is designated as the employee in charge of services under this contract.

SECTION II

DESCRIPTION OF THE SYSTEM:

The Water Association is the owner of the water system consisting of one (1) water well, one (1) reservoir, water mains and lines known as the Golden Hills Water System with registered EPA ID No. 2284. The system's water source is ground water and has twenty-five (25) user service connections at the time of the signing of this agreement. Drinking water is treated with chlorine, and is not treated with phosphates or fluoride.

The system does not include and specifically excludes all water lines, appliances, facilities, hydrants and points of use on the consumer side of the water main for each respective user.

SECTION III

PURPOSE:

The Operator is a certified water system operator and in the business of operating water systems for private associations. The Water Association is the owner of the water system and requires the service of a licensed operator to manage its water system.

All new agreements are subject to amendment until approved by the "South Dakota Board of Operator Certification".

SECTION IV

DUTIES OF THE OPERATOR:

During the term of this contract, the Operator shall perform any and all services required on Exhibit A attached hereto and by this reference incorporated herein.

The termination and restoration of a residence water supply for nonpayment to the Water Association is not a part of the general services rendered in Exhibit A and will be rendered at the request of the Water Association for additional fee(s).

During the term of this contract, the Operator shall be in direct responsible charge of all operations and maintenance of the water system and the Water Association shall not permit any interference with the same.

DUTIES OF THE WATER ASSOCIATION:

The Water Association shall provide all requested water system and housing community information necessary for Certified Operator to manage the water system including, but not limited to, any and all "as built" plans and maps of the water system, manuals and specifications for the pump, reservoir and water system and an inventory of spare parts and equipment for the same. The Water Association shall further provide and pay for all repairs necessary to the water system in order to maintain the same and shall make such repairs and enhancements as are necessary to provide safe drinking water or required by the Department of Agricultural and Natural Resources for maintenance of its certification as a water system. The Water Association will make every effort to notify the Certified Operator of any planned or unplanned work to be performed on the water system.

SECTION V

COMPENSATION:

The Water Association shall pay to the Certified Operator for its services the sum of \$500.00 per month plus applicable tax for general services. All water testing and water treatment chemicals must be purchased through Sage Water Works, Inc.

The Certified Operator's fee may be adjusted annually based upon the number of additional service connections, wells, and/or increases in operational expenses. Written notice of any such increase will not be less than 30 days.

Payments are due by the 28th of every month. Payments not received by the 28th of the month or when applicable the adjusted due date will have late charges assessed.

SECTION VI

TERM AND EXTENSION:

This contract shall commence on the date hereof and shall continue for a period of one (1) year to the anniversary date hereof. This agreement will automatically renew for an additional year unless the Water Association or the Certified Operator gives written notice to the other not later than sixty (60) days prior to the end of the term of its intention to terminate this agreement. All of the terms and conditions of the agreement applicable hereto shall continue in full force and effect for the additional term.

INSURANCE:

The Certified Operator agrees to maintain Worker's Compensation and Employer Liability insurance coverage throughout the term of this agreement as such Worker's Compensation insurance is required from time to time by the laws of the State of South Dakota, holding the Water Association harmless from any claims by the employees of Operator.

The Water Association agrees to indemnify and hold harmless the Certified Operator from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Water Association, its officers, directors, engineers, consultants and agents.

The Certified Operator agrees to indemnify and hold harmless the Water Association from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Certified Operator, its officers, directors, engineers, consultants and agents.

SECTION VIII

RELATIONSHIP BETWEEN PARTIES:

The Water Association contracts with the Certified Operator as an independent contractor and solely for the purposes set forth in this agreement. The Certified Operator shall be free to determine the time, energy and skill required for the performance of the contract and shall be free to schedule such time and service in such manner as the contractor sees fit. The Certified Operator contractor shall not be considered as an employee, joint venture or partner in the operation, maintenance and service of the water system.

The Water Association and Certified Operator shall conduct business in a professional manner at all times and respect each other as business entities with individual operating standards.

SECTION IX

RESPONSIBILITY:

Certified Operator shall perform its services through certified/qualified personnel in a good and workmanlike manner and in accordance with the generally accepted safety practices.

SECTION X

TERMINATION:

- A. Termination Without Cause. Either party hereto may terminate this agreement without cause upon sixty (60) days written notice of termination delivered to the affected party by first class mail.
- B. Death or Disability. This agreement may be terminated by the Operator or Water Association upon thirty (30) days written notice in the event the services required of the Certified Operator cannot be performed by it due to the death, disability, relocation or military service of its Certified Operator and inability to provide a substitute or replacement of the same in order to complete the term of this agreement.
- C. Termination for Breach. In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this agreement at any time after a reasonable opportunity to cure such breach. Such opportunity not to exceed thirty (30) days. If the breaching party, prior to expiration of such period, has cured the breach, this agreement shall remain in effect for the balance of its current term.

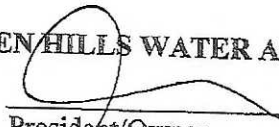
SECTION XI

ENTIRE AGREEMENT:

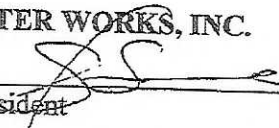
This agreement shall be construed in accordance with the laws of the State of South Dakota and shall constitute the entire agreement between the parties. Any and all prior written or oral agreements are replaced hereby. All section headings in this agreement have been inserted for convenience only and are not to be construed as part of the agreement itself, Wherever a requirement for performance by either party is imposed without specification as to time, it shall be construed that such performance shall be commenced and completed within a reasonable period of time after notice of the need for performance has been given and received.

Executed by the parties on this 15th day of January, 2023.

GOLDEN HILLS WATER ASSOCIATION, LLC

By: 
Its: President/Owner

SAGE WATER WORKS, INC.

By: 
Its: President



GOLDEN HILLS WATER ASSOCIATION, LLC

Certified Operator Responsibilities

Title: Water Treatment & Distribution Operator
Contracted by: Board of Directors
Main Function: Provides maintenance, technical consultation and system support for drinking water system.
Credentials: Class II Water Treatment Operator; Class I Water Distribution Operator

Responsibilities:

1. Maintains efficient system operation by observing proper function of system, including but not limited to: reservoir water levels, pump & meter operation, fluorination/chlorination/phosphate output, system/pit leaks, pit heaters, pump drives, auto dialers and other equipment requiring or providing monitoring.
2. Records system checks and when appropriate documents corrective actions.
3. Performs on-site inspections at least once per week totaling up to 3 hours per month. Systems with remote monitoring and/or auto-dialers will be monitored by the operator as deemed necessary.
4. Provides 24-hour on-call service 7 days per week for system failure. When available, provides a trained replacement in his absence and notifies Board of Directors/water system owner/designee of departure and return dates.
5. Completes water quality testing as required by the South Dakota Drinking Water Standards, records results and makes necessary modifications to system. (Sampling fees are applicable for any additional sampling resulting from failed samples)
6. Obtains chlorine residual measurements and strives to maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system. (If applicable) Responsible for quarterly chlorine reporting to South Dakota DANR.
7. Obtains fluoride level measurements and strives to maintain a fluoride level of at least 1.2 mg/l in all areas of the distribution system. (If applicable)

8. Attends, as requested by agencies, all on-site inspections by the South Dakota Drinking Water Program, Environmental Protection Agency (EPA) and Department of Agriculture and Natural Resources (DANR).
9. Provides a good, safe working environment.
10. Performs minor, ongoing and preventative system maintenance. *
11. Identifies and performs needed minor system repairs within scope of capability. *
12. Performs sediment flushing of water distribution lines and exercises hydrants and main valves on a regular basis. Water Association must provide operator ease of access or this responsibility will default back to Water Association.
13. Provides a monthly status report of drinking water system operations and communicates at membership meetings as requested by Board of Directors/water system owner/designee.
14. Maintains operational, maintenance and administrative records of all drinking water system activities. Water system records will be purged according to standards set forth by the DANR.
15. Answer homeowner's concerns regarding system operation/water quality testing and relays any complaints to Board of Directors/water system owner/designee.
16. Provides consumers with a copy of the Annual Drinking Water Report (public drinking water systems only). Report production & mailing fees are applicable.
17. Provides consumers with a public notice for repeated failed samples or as directed by South Dakota Drinking Water Program (public drinking water systems only). Report production & mailing fees are applicable.
18. Purchases routine supplies/services to include, but not limited to: chemical treatments, chlorine testing materials and water quality analysis reports and submits charges with monthly bill.
19. Analyzes operational data to determine changes and improvements for more efficient operation.
20. Advises Board of Directors of any pending repairs, water quality or system performance issues.
21. Retains valid operator certificate(s).
22. Provides proof of Contractor's Liability Insurance upon request.

*Minor system maintenance/repairs are those, which do not require time beyond the normal on-site inspection as described in Responsibility #3 or equipment rental or repair parts costing over \$150. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.

Contract between Ager Enterprise and Mountain Plains 2 HOA

EPA ID: 2169

Section 1: Parties Involved

- Certified Operator: Brant Ager
 - Address 19465 Lower Redwater rd, Spearfish, SD, 57783
 - Certificates held: Class II water distribution, Class I water treatment, Class II wastewater collection, Class I wastewater treatment, stabilization ponds.
- Water system: Mountain plains 2 Homeowners Association
 - Address P.O. Box 793, Spearfish, SD, 57783
- Responsible Person: Kirk Munro
 - Address 3309 W. Fairgrounds loop, Spearfish, Sd, 57783

Section 2: Water system information

- Wells: 3 wells, well # 2 and #3 are used primarily and well #1 is used for standby.
 - Well #1 - 18 GPM
 - Well #2 - 65 GPM
 - Well #3 - 44 GPM
- Water Source: Madison aquifer
- Water Storage: 1 - 150,000 gallon bolted steel tank and 3 - 5,000 gallon concrete, underground tanks.
- Distribution system: Primarily 4" PVC and 6" C900 pipe, 1 booster station and 4 pressure zones to include pressure reducing stations.
- Treatment method: sodium hypochlorite injection at wells 2 and 3.
- System monitoring: telemetry used at wells 2 and 3, booster station and storage facilities.
- Service: Population of 268 with 107 service connections.

Section 3: Purpose of contract

- To fulfill required certified water operator contract per state compliance

Section 4: Duties of the contract operator

Services

- Collect and submit all water system samples
- Maintain a safe chlorine residual level (at least 0.30mg/L) through chlorine tests and adjustments at all areas of the water system.
- Monitor well production and pump hours
- Monitoring tank levels and making appropriate adjustments
- Meter maintenance
- Pressure reducing valve (PRV) adjustments
- Check and maintain booster station

RECEIVED

MAR 17 2023

OFFICE OF
WATER

- Locates
- Routinely exercise hydrants and valves
- Answer and address all customer concerns and complaints
- Be present for all EPA and DANR inspection
- Keep operational, maintenance and administrative records of all water system happenings.
- Maintain efficient system operation and maintenance; both on-going and preventative.
- Keep a clean and safe work environment
- Analyze operational data to determine changes and improvements that could be taken to make the system more efficient
- Be available on-call at all times for emergencies
- Supervise work being done on water system
- Will be on-site for checks at least twice per week for at least 1hr per visit
- Shall keep a valid operator's certificate while contract is in effect
- **The contract operator will be in direct responsible charge of all operations and maintenance of the water system**

Section 5: Compensation

Monthly base rate

Base of \$1,500 per month will include 2 checks per week of at least 1 hour per visit. During that one hour the above services will be conducted. Phone consultations are included monthly. Any adjustments or maintenance requiring longer than an hour will start the hourly rate of \$42/hour.

Hourly rate of \$42/hour to include:

- Extra adjustments, monitoring, or maintenance as stated above
- Emergency call outs starting at time and place of call
 - Emergency call outs will include
 - water breaks or leaks
 - Loss of pressure
 - Unfavorable taste or smelling water
 - Individual shut offs (scheduled and unscheduled)
- Non routine monthly compliance sampling and testing such as:
 - Lead and copper
 - Nitrate and nitrite
 - Disinfection byproduct (DBP)
 - Total trihalomethane (TTHMs)
 - Any extra sampling and testing the state may require
- Scheduled leak detection
- New water infrastructure inspections
- Emergency locates
- Trips to the lab and parts

*a cost-of-living percent raise will be requested yearly

RECEIVED

MAR 17 2023

**OFFICE OF
WATER**

Section 6: Dates of Contract

- A one year contract will be revised/updated and submitted for approval every March
- This contract is effective from March 1st, 2023 to March 1st, 2024

Section 7: Signatures

Mountain Plains Representatives (3)

Printed Name	Signature	Date
<u>Amber Cloyes</u>	<u>[Signature]</u>	<u>3/14/23</u>
<u>Darcy Harbott</u>	<u>[Signature]</u>	<u>3-14-23</u>
<u>[Signature]</u> Ager Enterprises	<u>KIRK MUNRO</u>	<u>3/14/23</u>

Printed Name	Signature	Date
<u>Braut Ager</u>	<u>Braut Ager</u>	<u>3-14-23</u>

RECEIVED

MAR 1 / 2023

**OFFICE OF
WATER**



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave. Mitchell, SD 57301

The following outlines the water operation contract between True North Asset Group and Dakota Pump Inc. for the Rock Ridge Court water system.

Section 1) Parties Involved

1. Tim Weber Dakota Pump Inc. 11985 Quaal Rd., Blackhawk, SD 57718
2. Tim holds certificates for Class 4 Water Treatment State of SD and Class 4 Water Distribution State of SD
3. The system we will be working on for this contract is Rock Ridge Court Water System (EPA# 2209).

Section 2) Description of the System

The Rock Ridge Court Water System located just east of Custer. They currently have a system population of about 74 people. The source for the system is ground water that is produced from local wells.

Section 3) Purpose of the Contract

Rock Ridge Court is currently in need of a system operator that has a qualified certification. Rock Ridge Court needs sampling, testing, and reporting.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will collect and submit all water system samples that are required for the year. For this year that means Dakota Pump Inc. will from June moving forward take all the samples for BCT, Lead and Copper, THC, VOC, Nitrate, and SOC that are required. We will take samples and deliver them to the lab. Rock Ridge Court will be required to make payment to the lab for required testing. We will be doing weekly onsite visits of the well house. The goals are to help maintain efficient systems operation. Upgrades and improvements will be agreed to in separate quotes outside of this contract based on specific needs at that time. Anything outside of taking samples, testing, and weekly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Dakota Pump Inc will take responsibility for operations and testing of the water system. Dakota Pump Inc. will not be responsible for anything beyond the curb box. Any on site work or construction can be discussed but it not covered in this contract.

Section 5) Payment Amount

A monthly fee of \$550 dollars plus tax will be billed for sampling and weekly visits. Anything outside the sampling, testing, and normal weekly visits will be billed at an hourly rate of \$125 per hour per man plus equipment and materials. The \$125 per hours is for normal business hours that are 8am to 5pm Monday through Friday. Anything outside that time frame will be billed at \$150 per hour per man. Jobs or system upgrades that can be planned will be quoted and agreed to prior to work starting.

The billing rates of the contract as laid out above will be good for the remainder of 2023. During this time either party may walk away or cancel at any time for any reason. The contract is good for 2023 and ends December 31st, 2023, for freezing rates as listed above for the taking of samples and sites visits



PHONE 605.996.6636
EMAIL Sales@DakotaPump.com
WEB DakotaPump.com

ADDRESS 25524 413th Ave, Mitchell, SD 57301

once a week as well as hourly rates for other projects. At the end of the contract a new contract can be negotiated by both sides, or this may be extended if both parties are comfortable.

Section 7) Signatures

Shannon Brinker

True North Asset Group

523 Main St.

Rapid City, SD 57701

605-430-7750

shannon@truenorthassetgroup.com

A handwritten signature in black ink, appearing to read "Shannon Brinker", written over a horizontal line.

Will Lind

Dakota Pump Inc

11985 Quaal Rd.

Blackhawk, SD 57718

605-430-2862

A handwritten signature in black ink, appearing to read "Will Lind", written over a horizontal line.