

EXHIBIT A

KINERGY MARKETING LLC **GENERAL TERMS AND CONDITIONS** **FOR PURCHASES OF ETHANOL PRODUCTS** **DELIVERED INTO OR BY TRUCK, RAILCAR OR BARGE**

This General Terms and Conditions Exhibit forms a part of, and is incorporated into, the Contract to which it is attached. The Contract and this Exhibit A (collectively referred to as the “Agreement”) constitutes the entire, final, complete and exclusive agreement between the parties and supersedes all previous agreements or representations, proposals, oral or written, and all negotiations, conversations, or discussions between or among the parties relating to the subject matter of the Contract. The term “Product” as referenced herein, shall be defined as the commodity being sold and purchased, as detailed in the Contract. In the event a conflict exists between these General Terms and Conditions and the terms referenced within the Contract, the terms within the Contract shall prevail and supersede those terms referenced within these General Terms and Conditions.

1. REPRESENTATIONS AND WARRANTIES

1.1 General Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Transaction and on each delivery in connection with such Transaction, that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (b) it has the power to execute and deliver the attached Contract, to enter into transactions for the purchase and sale of ethanol and physically-settled options on ethanol, to perform its obligations under such transactions, and has taken all necessary action to authorize such execution, delivery and performance; (c) such execution, delivery and performance does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; (d) all governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Transaction have been obtained or submitted and are in full force and effect and all conditions of any such authorizations, approvals, consents, notices and filings have been complied with; (e) its obligations under this Transaction constitute its legal, valid and binding obligations, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable, principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law); (f) no default with respect to it, or event which, with notice and/or lapse of time, would constitute a default, has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Transaction; (g) there is not pending or, to its knowledge, threatened against it any action, suit, or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Transaction or any portion of this Transaction or its ability to perform its obligations under the same; (h) it has entered into this Transaction in connection, with the conduct of its business and it has the ability to make or take delivery of the Product; (j) it is not relying upon any representations of the other Party other than those expressly set forth in the attached Contract and this Exhibit A or any written guarantee of the obligations of such other Party it has entered into this Transaction as principal (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise); (k) it has entered into this Transaction with full understanding of the material terms and risks of the same, and it is capable of assuming those risks and has made its trading and investment decisions (including regarding the suitability thereof) based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by the other Party; and (l) the other Party has not given to it any assurance or guarantee as to the expected performance or result of this Transaction.

1.2 Warranties of Seller. Seller further warrants, with respect to the Transaction, that: upon delivery under the Transaction, it will transfer to Buyer good title to all Product required to be delivered hereunder; it has the right to sell such Product to Buyer; the Transaction is in compliance with all applicable laws and regulations; the Product, upon delivery, shall be free from all liens, encumbrances and claims; and the Product complies with the specifications as set forth in the Agreement.

1.3 Limitation of Warranties. EXCEPT AS SET FORTH HEREIN, SELLER EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. OBLIGATIONS AND DELIVERIES

2.1 Delivery. Except as expressly provided herein, Seller shall sell and deliver or cause to be delivered, and Buyer shall purchase and receive or cause to be received, the Product volume specified in the Contract. Seller shall arrange and pay for transportation to the Delivery Point and Buyer shall arrange and pay for transportation from the Delivery Point.

2.2 Delivery Point, Title & Risk. Buyer agrees to purchase the Product described in each Contract from Seller, and Seller agrees to sell and deliver such Product to Buyer at the Delivery Point. Delivery shall be complete and title to and risk of loss or damage to the Product shall pass to the Buyer at the Delivery Point when: (i) Product is loaded into or unloaded from a tank truck, at the outlet flange of the tank truck; (ii) Product is loaded into a railcar, at the outlet flange of the railcar, or if applicable, upon the constructive placement of the railcar by the railroad, or upon the actual placement of the railcar for unloading if the railcar has not been previously constructively placed; (iii) Product has passed the outlet flange of the facility from where the Product originates from and delivered into the delivering pipeline, or, if applicable, as the Product is metered into connecting storage or transportation system, when Product is delivered by pipeline; (iv) as Product enters the flange of the receiving terminal, or (v) the transfer of Product is entered on the books of the facility, when deliveries are made within a facility or by in-line transfer. Except as otherwise specifically provided herein or stated in the applicable Contract, Seller will not be responsible for any aspect of transportation, handling or use of the Product beyond the Delivery Point.

2.3 Deliveries. Time is of the essence in this Transaction, and on a commercially reasonable efforts basis, all deliveries shall be made in accordance with the delivery terms referenced in the Contract during each month and during loading-hours agreeable to Seller.

2.4 Railcar Deliveries. Buyer shall not divert Seller's railcars or consign them to any other routing or to any other destination than that set out in the bill of lading instructions without obtaining prior written consent of an authorized representative of Seller. All diversion charges, additional freight charges and any other costs or expenses incurred, sustained or paid by Seller resulting from such diversion shall be for the account of Buyer. Unless specifically stated as a provision in the Contract attached hereto, Seller shall allow Buyer a period of five (5) days, for offloading such railcars commencing at: (i) 7:00 a.m. local time at the unloading location, of the first morning following notification to the Buyer (or the Buyer's consignee) by the delivering railroad that a railcar is available for placement, or (ii) if notification is not given by the delivering railroad, such time as the railcar is delivered to the Buyer's, (or the Buyer's consignee's) off-loading facilities. Upon expiration of such five (5) day period, the Buyer shall pay the Seller a detention charge of \$75.00 US per day until such time as the railcar has been returned to the delivering railroad or otherwise placed in accordance with written instruction of the Seller.

2.5 Barge Deliveries. Allowed laytime for loading or discharging shall be based on charter party terms, if non-reversible, otherwise, thirty-six (36) running hours shall be permitted as allowed laytime for either loading or discharging, as the case may be, for a full cargo, and a volumetric pro rata thereof for part cargo based on the volume actually delivered divided by the vessel's full cargo volume (determined by the bill of lading volume for deliveries to a terminal). However, the minimum allowed laytime will be twelve (12) hours for a part cargo. The vessel party certifies that the vessel is capable of discharging entire cargo at a single terminal within twenty-four (24) hours, or maintaining 100 psi at the ship's rail as measured hourly (except during use of shoreside assisted pumps or during stripping only operations for which a maximum allowance of two (2) hours is made) and provided shore facilities permit. In the event the vessel fails to meet the aforementioned criteria, any time consumed in pumping cargo in excess of twenty-four (24) hours shall not count as used laytime. An additional three (3) hours shall be added to the pumping time warranty for each additional discharge terminal.

2.6 Demurrage. Demurrage shall be payable for each running hour and pro rata for each part of an hour that used laytime exceeds the allowed laytime.

2.6.1 Rate Determination.

(1) For chartered equipment, the rate shall be based on the rate specified in the vessel's transportation contract. For demurrage purposes, all barges or tows operating as a unit shall be considered collectively as one barge or tow.

(2) For owned equipment, the rate shall be based on a mutually agreeable rate between the parties specified in Part I of the purchase/sales/exchange contract. In the event the parties are unable to agree on a rate, then each party shall refer the matter to an independent shipping broker active in the relevant spot market ("broker(s)"). Each broker so designated shall give a written opinion on the spot market level, and the rate used shall be based on the arithmetic mean of the two levels, provided the two levels do not differ by more than twenty percent (20%). In the event the two levels specified by the brokers differ by more than twenty percent (20%), each party shall refer the matter to another broker. Each such additional broker shall give a written opinion on the spot market level, and the rate used shall be based on the arithmetic mean of the two new levels, provided these levels do not differ more than twenty percent (20%). In the event the new levels specified differ more than twenty percent (20%), the arithmetic mean of the middle two of the four specified levels shall be used.

(3) The rate of demurrage shall be reduced to one-half the rate specified in (1) or (2) above if the demurrage is incurred by

reason of adverse weather occurring while laytime is accruing, which impacts either the terminal's or the vessel's ability to continue operations, or by reason of a force majeure event at the receiving facility. Force majeure is defined in the General Provisions (or Special Provisions, if applicable) of this Agreement. One-half rate of demurrage shall apply, beginning at the time of initiation of the event, to any vessel that has prior to the event tendered valid NOR to the terminal within the laydays nominated and accepted and has not completed discharge at the time of the event. One-half rate of demurrage shall also apply to any vessel that tenders valid NOR to the receiving terminal within one hundred sixty-eight (168) hours after the time of initiation of a force majeure event.

(4) In the event of a part-cargo situation, the demurrage rate shall be a volumetric pro rata rate based on the actual volume discharged divided by the full cargo loaded as determined by the bill of lading.

2.6.2 Documentation and Filing of Demurrage Claims.

Demurrage claims must be submitted in writing with supporting documentation, to the address specified in the Special Provisions, within ninety (90) calendar days from the date of completion of loading or discharging, defined as the disconnection of hoses. IF THE SUPPORTING DOCUMENTATION IS NOT PROVIDED WITHIN THE SPECIFIED TIME, THE CLAIM WILL BE DEEMED TO BE WAIVED. Demurrage claims shall be accompanied by supporting documentation, including an invoice, copy of the vessel's port and pumping logs signed by the Master, a copy of the charter party or third party invoice, NOR document and laytime statement as well as such other supporting data as may be reasonably requested. The terminal party shall not be obligated to pay demurrage in excess of the amount actually incurred by the vessel party. Undisputed demurrage claims will be due the vessel party to this Agreement no later than ninety (90) calendar days from receipt of invoice and supporting documents. Demurrage charges shall be presumed to be valid if not disputed in writing by the terminal party to this Page 12 of 21 General Marine Provisions Agreement within sixty (60) calendar days from receipt of invoice and supporting documentation. FAILURE TO DISPUTE A CLAIM AND TO PROVIDE SUPPORTING DOCUMENTATION FOR SUCH DISPUTE WITHIN THE SPECIFIED TIME SHALL BE CONSIDERED A WAIVER OF ANY DISPUTE AS TO THE AMOUNT OF THE DEMURRAGE CLAIM AND WILL REQUIRE FULL AND TIMELY PAYMENT OF THE DEMURRAGE CLAIM BY THE TERMINAL PARTY. This provision of the Agreement between the parties does not affect any rights, defenses, liabilities or duties of the parties as to third parties. The fact that the terminal party has not collected demurrage from a third party shall not be an excuse or defense to a claim for payment by the vessel party

3. MEASUREMENT AND SPECIFICATIONS.

3.1 Product Specifications. Unless otherwise specified in the Confirmation, all ethanol delivered shall comply with Standard ASTM 4806 specification current at time of delivery.

3.2 Measurement of Ethanol Quantity. The quantity of Product delivered shall be measured at the location where the Product is loaded into the transportation equipment, using standard industry practice at the time of measurement, (i) in the case of delivery into railcars, by means of the railcar's gauging device and applicable outage tables; (ii) in the case of delivery into tank trucks, by means of a weigh scale or metering device at Seller's option; (iii) in the case of barge delivery, by means of the shoretank receiving gauges; and (iv) in case of delivery into pipelines or storage facilities, by meter or other mutually accepted method or device. All such volumetric measurements shall be corrected for temperature to: (i) 60 degrees Fahrenheit when measured in Imperial or U.S. units; and (ii) 15 degrees Celsius when measured in metric or Systeme Internationale units. The parties agree to accept these measurements as correct for the purposes of this Transaction. As used herein, the term "Gallon" means one U.S. gallon of 231 cubic inches and the term "Barrel" means 42 U.S. gallons.

3.3 Rejection and Notice of Defects. Buyer has ten (10) days after receipt of the Product to inspect and either accept or reject the Product. If Buyer retains the Product in its possession for a period of ten (10) days after receipt without rejecting it, this shall be regarded as Buyer's irrevocable acceptance of the Product. Anything herein to the contrary notwithstanding, if Buyer commingles, stores or mixes any ethanol with other ethanols, the Buyer's right of rejection shall be terminated at the moment of such commingling, storage or mixing. If any Product is rejected, notice must be provided to Seller so that the notice shall arrive no later than five (5) business days after discovery of the defect or nonconformity in the Product, fully specifying all claimed defects and nonconformities. Seller shall have the right to independently test any rejected Product (including before any railcar is offloaded, at which time the Seller may redirect the railcar).

3.4 Nonconforming Product. If Product is found to be out specification by Buyer or a certified independent laboratory using approved ASTM analysis and sampling methods, written notice specifying all claimed nonconformities must be given to Seller within five (5) Business Days after discovery thereof and in no event more than three (3) months after shipment. Seller shall have the right to independently test any such Product (including before any railcar is offloaded, at which time the Seller may redirect the railcar). Buyer will provide a copy of the certified laboratory report(s) evidencing the nonconforming Product. Anything herein to the contrary notwithstanding, Buyer's unloading of Product or authorization thereof, or any mixing or commingling of Product by Buyer, shall be regarded as Buyer's irrevocable and unqualified acceptance of Product.

3.5 Shrinkage. Seller shall reimburse Buyer for any substantiated shortage on railcar shipments in excess of three percent (3%) of the aggregate railcar volume provided that authority to unload railcars with excessive shortage is granted by Seller before unloading and a signed and notarized affidavit from the railroad agent or other person acceptable to Seller attesting to the shortage is sent by Buyer to Seller within thirty (30) days from the date the railcar was inspected.

3.6 Force Majeure. (a) A Force Majeure event is defined as an unanticipated event, which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party) claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party, or third party, is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not restricted to: acts of God; fire; civil disturbance; labor dispute; labor or material shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); *provided, however*, that an event of Force Majeure shall not be deemed to occur under any or all of the following circumstances: (i) the loss of Buyer's markets nor Buyer's inability to economically use or resell Product purchased in the Transaction; (ii) the loss or failure of Seller's supply of ethanol, nor Seller's ability to sell Product to a market at a more advantageous price; (iii) to the extent that the inability was caused by the negligence or willful misconduct of the Party claiming Force Majeure; (iv) to the extent that the inability was caused by the Party claiming Force Majeure having failed to remedy the condition acting commercially reasonably and with reasonable dispatch; (v) to the extent the event constituting Force Majeure was intentionally initiated or intentionally acquiesced in by the Party claiming relief for purposes of allowing that Party to claim Force Majeure; or (v) if the inability was caused by a Party's lack of funds. (b) If either Party is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Transaction, then during the pendency of such Force Majeure but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due for Product delivered) shall be suspended to the extent required. The Party affected by an event of Force Majeure shall provide the other Party with written notice setting forth the full details of such event of Force Majeure thereof as soon as practicable, but in no event more than two (2) Business Days after the occurrence of such event, and shall take all reasonable measures to mitigate or minimize the effects of such event of Force Majeure; *provided, however*, that this provision shall not require Seller to deliver, or Buyer to receive, Product at points other than the Delivery Point. "Business Day" shall mean a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall open at 8:00 a.m., and close at 5:00 p.m. Central Standard (or Daylight) Time.

4. LIMITATION; DUTY TO MITIGATE

4.1 Limitation of Remedies, Liability and Damages. UNLESS EXPRESSLY PROVIDED HEREIN THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

4.2 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Transaction.

5. BILLING AND PAYMENT

5.1 Billing and Payment. Seller shall transmit to Buyer (by regular mail, facsimile or other acceptable means) a statement setting forth the total volume of Product that Buyer was obligated to purchase and any other charges due Seller. Within three (3) business days after delivery of Product, Buyer shall pay, by wire transfer or ACH, the amount set forth on such statement. Overdue payments shall accrue interest at the Interest Rate from, and including, the due date to, but excluding, the date of payment. "Interest Rate" shall mean, for any date, two percent (2%) over the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates"; *provided, however*, that the Interest Rate shall never exceed the maximum lawful rate permitted by applicable law. If Buyer, in good faith, disputes a statement, Buyer shall provide a written explanation of the basis for the dispute and pay the portion of such statement conceded to be correct no later than the due date. If any amount withheld under dispute by Buyer is ultimately determined to be due to Seller, it shall be paid within two (2) Business Days of such determination, along with interest accrued at the Interest Rate until the date paid. Inadvertent overpayments shall be returned by Seller upon request or deducted by Seller from subsequent payments.

5.2 Netting. If Buyer and Seller are each required to pay an amount in respect of purchases/sales for the same commodities and due on the same day, then such amounts with respect to each Party shall, upon mutual agreement of the Parties, be aggregated and the Parties shall discharge their obligations to pay through netting, in which case, the Party, if any, owing the greater aggregate amount shall pay to the other Party the difference between the amounts owed.

5.3 Audit. Each party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to the Transactions between the parties. If requested, a Party shall provide to the other Party statements evidencing the quantities of Product delivered at the Delivery Point. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; *provided, however*, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of two (2) years from the rendition thereof; and *provided further*, that this Section 5.3 will survive any termination of any Transactions for a period of two (2) years from the date of such termination for the purpose of such statement and payment objections.

5.4 Price Escalation. Any increase in Seller's cost of supplying Products caused by any level of governmental law, regulation, tax or other burden imposed after the date of this Agreement on the ownership, storage, processing, production, transportation, distribution, use or sale of the Product covered by this Agreement will be added to the price under this Agreement.

6. TAXES

6.1 Taxes. The prices identified in the Confirmation do not include federal, state or municipal commodity transaction sales (prepaid or otherwise), use, excise, value added, motor fuel excise, petroleum business, petroleum testing fee or business transfer taxes chargeable in respect of the sale of the Product to Buyer. Any like tax, duty, charge, levy or fee (collectively, "Taxes"), now or hereafter levied on the Product sold hereunder or required to be paid, or collected by Seller by reason of the delivery, sale or use of the Product, shall be paid by Buyer at the same time and on the same conditions as payment of any other sum pursuant to the terms of the Transaction in addition to the prices specified herein.

6.2 Tax Exemption. Each Party shall use reasonable efforts to administer this Agreement and implement the provisions in accordance with the intent to minimize the imposition of Taxes. "Tax" or "Taxes" means any or all *ad valorem*, property, occupation, severance, generation, first use, conservation, commodity, transportation, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes or governmental charges, licenses, fees, permits and assessments, or increases therein, on the purchase, sale, delivery, or availability of ethanol, other than taxes based on net income or net worth.

7. MISCELLANEOUS

7.1 Assignment. Neither Party shall assign this Transaction or its rights hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Upon any assignment made in compliance with this Section 7.1, this Transaction shall inure and be binding upon the successors and assigns of the assigning Party and any such successors and assigns shall agree in writing to be bound by the terms and conditions hereof.

7.2 Material Safety Data Sheet. The Buyer does hereby specifically acknowledge receipt of Seller's Material Safety Data Sheet ("MSDS") and acknowledges the hazards and risks in handling and using the products to be delivered by Seller pursuant to this Transaction. The Buyer specifically agrees that it shall read this MSDS and advise its employees, its affiliates and all third parties who may purchase products, of the MSDS and of precautionary procedures for handling such products which are set forth in such MSDS and any supplementary MSDS or written warnings which it receives from Seller from time to time.

7.3 Confidentiality. This Agreement will not be disclosed in whole or in part by either the Buyer or Seller to any third party without obtaining prior written consent of the other party, unless such disclosure is required by law, is necessary to obtain regulatory approval or reporting, or for obtaining any necessary financing. Buyer acknowledges and agrees that Seller may disclose this Agreement to its investors, provided that such investors are advised as to the confidential nature hereof.

7.4 Governing Law. This Agreement will be interpreted and governed in accordance with the laws of the State of California, U.S.A. (excluding any conflicts of law rule or principle that would otherwise refer construction or interpretation of the Agreement to the substantive law of another jurisdiction), and the parties hereby irrevocably agree to the exclusive jurisdiction of the courts of the State of California.

7.5 Waiver of Jury Trial. EACH PARTY HEREIN WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY TRANSACTION.

7.6 General. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect or impair the remaining lawful obligations that arise under the Agreement. This Agreement shall not impair any rights enforceable by any third-party (other than a permitted successor or assignee bound to this Transaction). No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. Nothing in this Agreement shall be construed to create a partnership or joint venture between the Parties.

7.7 Other Terms.

7.7.1 California LCFS:

- 1) Seller hereby transfers compliance obligations under the Section 95484 of the California Low Carbon Fuel Standard to Buyer with respect to the product transferred under this Agreement. Seller and Buyer hereby acknowledge and agree that upon such transfer, Buyer is not the regulated party with respect to such transferred product.
- 2) Seller represents and warrants that:
 - a. The renewable fuel sold and transferred under this Agreement has a certified fuel pathway under the California Low Carbon Fuel Standard, Section 95484;
 - b. Seller has registered as a biofuel facility with the California Air Resources Board (“CARB”);
 - c. Seller is registered with CARB to report transactions in CARB #s LCFS Reporting Tool (“LRT”);
 - d. Seller will report generation and transfer of LCFS credits to Buyer within the LRT;
 - e. Information submitted by Seller to CARB is true and accurate, including Carbon Intensity Values and Physical Pathway Codes;
 - f. Buyer is entitled to reply on information submitted by Seller to CARB for purposes of Buyer’s compliance with the Low Carbon Fuels Standards;
 - g. Seller shall provide a written monthly summary in a format designated by Buyer that contains the following information for each batch of renewable fuels sold to Buyer:
 - i. Whether Seller is a regulated party,
 - ii. Whether Seller transfers compliance obligation to Buyer,
 - iii. The Carbon Intensity for the delivery of the renewable fuels,
 - iv. The approved Fuel Pathway and Physical Pathway Codes,
 - v. The EPA Company Code and EPA Facility Code of plant where the renewable fuels are produced.
 - vi. Product delivered is ethanol with a maximum Carbon Intensity value of 80.7 grams of carbon dioxide equivalent per megajoule.

7.7.2 RINS: The product to be purchased is “Ethanol” with 1.0 associated Renewable Identification Numbers (“RINS”) in which the “RR” component of each RIN , as defined at 40 CFR section 80.1425 (f) has a value of 10, in accordance with calculation contemplated under 40 CFR section 80.1425(f) and 40 CFR section 80.1415(b)(1), and the “D” code of each RIN as defined at 40 CFR section 80.1425(g)94) has a value of 6.

Seller represents and warrants that: (1) the Ethanol to be sold and delivered to Buyer under this Agreement includes 1.0 associated RINS per gallon of Ethanol; (2) that, unless the parties agree otherwise, such RINS were properly generated in the calendar year in which the Ethanol is to be delivered to Buyer under this Agreement and were documented in accordance with all applicable laws, rules, and regulations; (3) that such RINS have not been sold, used, or otherwise detached from such Ethanol prior to delivery to Buyer under this Agreement; and (4) Seller will designate, or cause to be designated, the appropriate RINS on the product transfer document tendered to Buyer upon delivery of the Ethanol to Buyer.