**ANNUAL REPRESENTATIONS AND WARRANTIES
FOR MERCHANDISE SOLD TO SAINT PAUL COMMODITIES**

Saint Paul Commodities (“SPC”) must comply with all applicable laws, and likewise must ensure compliance by Supplier with applicable U.S. and non-U.S. laws. In particular, SPC must ensure that it accurately reports certain data relating to purchased merchandise to various government authorities and their approved auditors, verifiers and certification schemes and bodies. These government authorities, and the corresponding applicable law for which merchandise purchased by SPC must comply with, include but are not limited to the U.S. Environmental Protection Agency (“EPA”) for purposes of the Renewable Fuel Standard (“RFS”), the U.S. Internal Revenue Service (“IRS”) for the purposes of the Clean Fuel Production Credit (“45Z”), the California Air Resources Board (“CARB”) and other state and provincial authorities in Washington, Oregon, New Mexico, Illinois, Nebraska and British Columbia for the purposes of the Low Carbon Fuel Standard (“LCFS”) and Sustainable Aviation Fuel (“SAF”) credits, the Canadian Environment and Climate Change department (“ECCC”) for the purposes of the Clean Fuel Regulations (“CFR”), the European Commission for the purposes of the Renewable Energy Directive (“RED”), and the International Civil Aviation Organization for the purposes of the Carbon Offsetting and Reduction Scheme for International Aviation (“CORSIA”).

As the Supplier, you accordingly make the following representations and warranties as to the merchandise provided to SPC.

1. Any information relating to the merchandise provided by Supplier to SPC is accurate and up-to-date when provided, and Supplier has undertaken reasonable care in confirming the accuracy of all such information. Furthermore, Supplier agrees to promptly correct or supplement any data previously communicated to SPC upon finding that such data or information is inaccurate or incomplete.
2. Supplier understands that SPC may be required to share this information to comply with government regulations or during regulatory audits. Supplier acknowledges that any inaccurate or incomplete statements regarding these data elements could result in enforcement action or liability against SPC by government authorities or private parties, which may also extend to Supplier. SPC reserves the right to hold Supplier responsible for any associated penalties, costs, or corrective actions. Supplier agrees to assume responsibility for any consequences arising from false, inaccurate, or incomplete data or information.
3. Unless explicitly noted otherwise by Supplier in advance in writing (on a per-transaction basis), Supplier certifies that all merchandise sold to SPC meets the EPA’s definition of renewable biomass under 40 CFR 80.1401 as shown in Exhibit A. Supplier understands that Used Cooking Oil and trap grease are considered by EPA to be a “separated food waste”, as defined in Exhibit A. Supplier understands that while this document serves as its annual EPA biomass attestation (and separated food waste certification, if applicable) to SPC, Supplier may be required to provide updated attestations and certifications to SPC throughout the year as needed.
4. Supplier certifies that any merchandise sold to SPC as waste oils, fats and greases: (a) consists only of the non-cellulosic portions of the oils, fats and greases, and (b) have not been intentionally contaminated or otherwise made unsuitable for their original use solely for the purpose of qualifying under RFS or other regulations. If the waste oils, fats, and greases are considered separated food waste, Supplier further certifies the waste oils, fats, and greases sold to SPC consist only of food wastes kept separate from other waste materials since generation and that it contains only incidental other components (e.g., paper and plastics).
5. Unless explicitly noted otherwise by Supplier in advance in writing (on a per-transaction basis), Supplier certifies the merchandise sold to SPC are not in any part renewable fuel for which RINs have already been generated.
6. Unless explicitly noted otherwise by Supplier in advance in writing (on a per-transaction basis), Supplier certifies that all merchandise sold to SPC meets the ECCC’s eligibility requirements under SOR/2022-140 Section 46(1) as shown in Exhibit B. Supplier further certifies that the quantity of merchandise sold to SPC, from any location where they are mixed, processed, divided or obtained, will not be greater than the quantity determined by the formula **Qinventory *+* Qincoming** as required under Section 47(1) and as shown in Exhibit C. Supplier confirms that all documentation is retained onsite to support these quantities.
7. Supplier understands that CFR requires Supplier to provide declarations for CFR-eligible merchandise sold to SPC, as shown in Exhibit D. Supplier agrees to provide these declarations pertaining to specific merchandise transactions or movements to SPC throughout the year as requested by SPC.
8. Supplier certifies it retains documentation for each quantity of merchandise sold to SPC (delivery records, contracts, and invoices) that describe the location where the merchandise was first used and/or produced to the extent required by applicable law.
9. Supplier understands that RED and CORSIA regulations require SPC to be certified by the International Sustainable and Carbon Certification System ("ISCC") under ISCC EU and ISCC CORSIA. Supplier further understands that, in accordance with the ISCC certification process, SPC is required to request an ISCC Self-Declaration from each supplier who meets the definition of a point of origin (the initial source or place where raw materials classified as waste, residue or other by-products are generated before entering the supply chain). If Supplier meets this definition, then by signing, Supplier agrees that the self-declarations published at [www.stpaulcommodities.com/supplier-resources](https://www.stpaulcommodities.com/supplier-resources) apply and are a valid part of this agreement for the contractual period. Furthermore, consistent with ISCC rules, if no objection is made by the Supplier up to twelve (12) days before the expiry of each calendar year of this agreement, the self-declaration is confirmed for the following year.
10. Supplier understands that, as of November 21, 2024, all RED-compliant feedstock/biofuel transactions will need to be reported to the European Commission’s Union Database for Biofuels (“UDB”). If Supplier is certified under a RED-compliant certification and is selling merchandise to SPC under RED-compliant terms, then Supplier agrees to provide to SPC a Sustainability Declaration or Proof of Sustainability, and to report the transaction to the UDB, as required under applicable law.
11. Supplier agrees to provide mileage, energy usage and any other greenhouse gas (GHG) values as requested by SPC to calculate carbon intensity (“CI”) or conduct lifecycle analyses of purchased merchandise, in support of 45Z, LCFS, RED or other relevant programs.
12. Supplier understands that SPC typically references material by its American Fats and Oils Association (“AFOA”) designation in purchase agreements. Supplier acknowledges that the merchandise sold to SPC may have different names or categorizations across various jurisdictions and compliance programs. For attestations, declarations, or certifications, Supplier agrees to use the material name required by the applicable program. If this name differs from the purchase agreement or if multiple names/categories apply, Supplier will defer to SPC for the appropriate designation.

This agreement applies to all merchandise sold to SPC from December 1, 2024, onward, until modified or terminated. This agreement supersedes any prior representations and warranties signed by the Supplier.

Supplier certifies that the person below is authorized to make these representations, warranties, and agreements on behalf of Supplier.

Supplier Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Authorized Representative Signature Date

 (Name, Printed)

**EXHIBIT A**

**RFS DEFINITIONS**

**Renewable biomass** means each of the following (including any incidental, de minimis contaminants that are impractical to remove and are related to customary feedstock production and transport):

(1) Planted crops and crop residue harvested from existing agricultural land cleared or cultivated prior to December 19, 2007 and that was nonforested and either actively managed or fallow on December 19, 2007.
(2) Planted trees and tree residue from a tree plantation located on non-federal land (including land belonging to an Indian tribe or an Indian individual that is held in trust by the U.S. or subject to a restriction against alienation imposed by the U.S.) that was cleared at any time prior to December 19, 2007 and actively managed on December 19, 2007.
(3) Animal waste material and animal byproducts.
(4) Slash and pre-commercial thinnings from non-federal forestland (including forestland belonging to an Indian tribe or an Indian individual, that are held in trust by the United States or subject to a restriction against alienation imposed by the United States) that is not ecologically sensitive forestland.
(5) Biomass (organic matter that is available on a renewable or recurring basis) obtained from within 200 feet of buildings and other areas regularly occupied by people, or of public infrastructure, in an area at risk of wildfire.
(6) Algae.
(7) Separated yard waste or food waste, including recycled cooking and trap grease, and materials described in § 80.1426(f)(5)(i).

**Separated Food Waste**: Separated food waste, which is a feedstock stream consisting of food waste kept separate since generation from other waste materials, and which includes food and beverage production waste and post-consumer food and beverage waste. Separated food waste is deemed to be composed entirely of non-cellulosic materials, unless a party demonstrates that a portion of the feedstock is cellulosic through approval of their facility registration.

**EXHIBIT B**

**CFR SECTION 46(1) ELIGIBILITY REQUIREMENT**

**(1)** Subject to subsection (2) and sections 48 to 55, 57 and 58, the following feedstock is eligible:

**(a)** feedstock that is not derived from biomass;

**(b)** feedstock that is derived from

**(i)** forest biomass derived from fire prevention and protection activities or from clearing activities that are not related to harvesting, such as infrastructure installation, pest and disease control and road maintenance,

**(ii)** crop residues or damaged crops,

**(iii)** secondary forest residues that are by-products of industrial wood-processing operations,

**(iv)** used or inedible organics from a residential area, retail store, restaurant, caterer or food processing plant,

**(v)** used fat or used vegetable oil,

**(vi)** used animal litter,

**(vii)** animal materials, including manure,

**(viii)** industrial effluents,

**(ix)** municipal wastewater, or

**(x)** used construction or demolition materials; and

**(c)** feedstock that is derived from agricultural or forest biomass but is not derived from a material or source referred to in paragraph (b).

**EXHIBIT C**

**CFR ELIGIBLE MATERIAL FORMULA DEFINITIONS**

**Qinventory** is the quantity of waste material of that type that was at the site after the previous time that a quantity of eligible feedstock of that type was removed from the site; and

**Qincoming** is the quantity of waste material of that type that was brought to the site since the previous time that a quantity of eligible feedstock of that type was removed from the site.

**EXHIBIT D**

**CFR DECLARATION**

