

**FIRST AMENDMENT  
TO THE  
SECOND AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
WESTERN DUBUQUE BIODIESEL, LLC**

This First Amendment (this “**Amendment**”) to the Second Amended and Restated Operating Agreement of Western Dubuque Biodiesel, LLC, an Iowa limited liability company (the “**Company**”), is made effective as of September 22, 2021 (the “**Effective Date**”).

**WHEREAS**, the Members entered into the Second Amended and Restated Operating Agreement of the Company effective as of September 21, 2011 (the “**Operating Agreement**”) (capitalized terms used in this Amendment and not otherwise defined herein have the meanings given them in the Operating Agreement);

**WHEREAS**, Section 8.1 of the Operating Agreement provides that (i) the Board of Directors may propose amendments to the Operating Agreement, (ii) the Board of Directors shall submit to the Class A Members a verbatim statement of any proposed amendment, (iii) the Board of Directors shall include a recommendation as to the proposed amendment, and (iv) a proposed amendment shall be adopted and be effective as an amendment hereto only if approved by a majority of the Membership Voting Interests held by the Class A Members representing a quorum at a Meeting of the Class A Members (in person, by proxy, or by mail ballot); and

**WHEREAS**, the Board of Directors desires to (i) propose amendments to the Operating Agreement as described in this Amendment, (ii) submit this Amendment to the Class A Members as a verbatim statement of the proposed amendments, and (iii) recommend that this Amendment be adopted by a majority of the Membership Voting Interests held by the Class A Members representing a quorum at a Meeting of the Class A Members (in person, by proxy, or by mail ballot).

**NOW, THEREFORE**, the undersigned Board of Directors proposes the following amendments to the Operating Agreement for adoption by a majority of the Membership Voting Interests held by the Class A Members representing a quorum at the September 22, 2021, Meeting of the Class A Members (in person, by proxy, or by mail ballot):

1. **Amendment of Section 1.10.** Section 1.10 is amended by adding the following definitions in the correct alphabetical order therein:

7.5. “Partnership Audit Provisions” shall have the meaning set forth in Section

7.5. “Partnership Representative” shall have the meaning set forth in Section

2. **Amendment of Section 7.4.** Section 7.4 is amended to provide in its entirety as follows:

7.4 **Tax Matters.** Subject to Section 7.5, the Directors shall, without any further consent of the Unit Holders being required (except as specifically required herein), make all elections for federal, state, local, and foreign tax purposes as the Directors shall determine appropriate and represent the Company and the Unit Holders before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company or the Unit Holders in their capacities as Unit Holders, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Unit Holders with respect to such tax matters or otherwise affect the rights of the Company and the Unit Holders. Necessary tax information shall be delivered to each Unit Holder as soon as practicable after the end of each Fiscal Year of the Company but not later than three (3) months after the end of each Fiscal Year.

3. **Addition of Section 7.5.** A new Section 7.5 is added to provide in its entirety as follows:

7.5 **Partnership Representative.**

(a) Until George Davis's resignation, removal, or death, he shall act as the partnership representative (the "Partnership Representative"), as such term is defined in Code Section 6223(a). The Partnership Representative will act on behalf of the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings. The Partnership Representative is authorized to make the election described in Code Section 6226, to take any actions needed to effect the election, and to take any other actions as are reasonably necessary or appropriate to maintain, to the extent reasonably feasible, the allocation of taxes (including interest and penalties, if any, with respect to such taxes) among the Members (including former Members) with respect to the income of the Company, and cost of contesting any Company adjustments, as would have been borne by each Member if the Company had been eligible to elect, and had elected, out of the partnership audit provisions of Code Sections 6221 through 6241 (the "Partnership Audit Provisions").

(b) For any Fiscal Year beginning before January 1, 2018, the Partnership Representative will also serve as the Company's tax matters partner as such term was defined in Code Section 6231 prior to its amendment by the Bipartisan Budget Act of 2015.

(c) The Partnership Representative is appointed under Iowa Code § 422.25C to serve as the "state partnership representative," as provided in Iowa Code § 422.25B, unless the Directors designate in writing another person as the state partnership representative pursuant to Iowa Code § 422.25B(3). The Company and the Members hereby expressly and irrevocably agree to apply Iowa

Code § 422.25C to all tax years prior to 2020 and the Partnership Representative is irrevocably appointed the state partnership representative for tax years prior to 2020 by the Company and the Members.

(d) Members who hold a majority of the Membership Voting Interests held by the Class A Members may remove the Partnership Representative at any time or the Partnership Representative may resign as Partnership Representative at any time, and the resignation or removal shall become effective upon the appointment of a successor Partnership Representative in the manner required by applicable Regulations. The successor Partnership Representative shall be determined by the vote of Members who hold a majority of the Membership Voting Interests held by the Class A Members.

(e) The Members acknowledge and agree that amendments may be required or advisable to this Agreement (i) in order to address the Partnership Audit Provisions and any Regulations or other guidance of the Internal Revenue Service interpreting or applying the Partnership Audit Provisions, and (ii) in order to ensure that, in the event of a tax audit of the Company, the Members during the Company's tax year being audited (which may include former Members) bear the economic burden and benefit of any adjustments to the Company's income, gain, loss, deduction, or credit for the tax year being audited and the cost of contesting the Company adjustments, and the Members shall cooperate in good faith to adopt and effect such amendments.

(f) The Company is authorized to make tax payments on behalf of a Member or former Member of all amounts that the Company is required to pay on behalf of such Member or former Member, and to pay any amounts to a taxing authority that the Partnership Representative reasonably determines are attributable to a Member or former Member for the relevant tax year. Each Member and former Member hereby agrees, to the extent permitted by applicable law, to reimburse the Company for any liability with respect to withholdings and other payments made on behalf of or with respect to the Member or former Member, plus reasonable costs and expenses. Each Member and former Member agrees to cooperate and provide information to the Company that, in the determination of the Partnership Representative, may be reasonably necessary in conducting or resolving any audit of the Company and satisfying any tax liabilities resulting from any adjustment.

4. **Continuation of Operating Agreement.** As amended by this Amendment, the Operating Agreement shall continue to be in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Effective Date, all references in the Operating Agreement to "this Agreement," "hereto," "hereof," "hereunder," or words of like import referring to the Operating Agreement shall mean the Operating Agreement as amended by this Amendment.

5. **Governing Law.** This Amendment shall be construed in accordance with and governed by the laws of the State of Iowa, without giving effect to the provisions, policies, or principles thereof relating to choice or conflict of laws.

6. **Binding Effect.** Upon its adoption by a majority of the Membership Voting Interests held by the Class A Members representing a quorum at a Meeting of the Class A Members (in person, by proxy, or by mail ballot), this Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

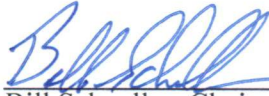
7. **Recommendation by the Board of Directors.** The Board of Directors certifies that (i) this Amendment constitutes a verbatim statement of the proposed amendment for purposes of Section 8.1 of the Operating Agreement, and (ii) the Board of Directors recommends that this Amendment be adopted.

8. **Adoption of Amendment.** Notwithstanding anything to the contrary in this Amendment, provided that this Amendment is adopted by a majority of the Membership Voting Interests held by the Class A Members representing a quorum at the September 22, 2021 Meeting of the Class A Members (in person, by proxy, or by mail ballot), this Amendment shall become effective without any further action by the Board of Directors or any Member. Notwithstanding anything to the contrary in this Amendment, if this Amendment is not adopted by a majority of the Membership Voting Interests held by the Class A Members representing a quorum at the September 22, 2021 Meeting of the Class A Members (in person, by proxy, or by mail ballot), it shall have no effect.

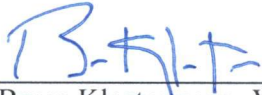
*Signature page follows*

IN WITNESS WHEREOF, the undersigned Board of Directors has executed this Amendment as of the Effective Date.

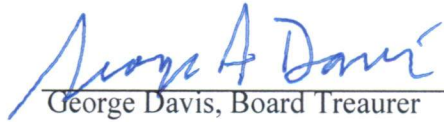
**BOARD OF DIRECTORS**



Bill Schueller, Chairman of the Board



Bruce Klostermann, Vice-Chairman



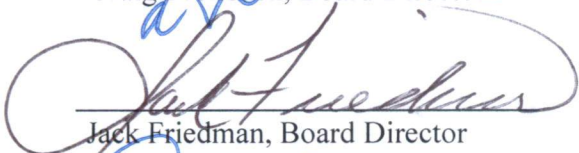
George Davis, Board Treasurer



Joyce Jarding, Board Secretary



Craig Breibach, Board Director



Jack Friedman, Board Director



David P. O'Brien, Board Director