

NW17-14-15W2, Sedley, SK, S0G 4K0, Canada 💮 www.customagintel.com





+1 (855) 476 4276



info@customagintel.com

Carbon Credit Aggregator Agreement

Produ	icer:	Phone:		Fax:	
Cell:_	_	GST #:		□ No GST	
Addre	ess:		Email :		
1)	The undersigned (the "Producer") ("CAI" or the "Aggregator") to act a defined in the Terms attached hereto B and for the years noted therein,	as agent and aggregator for the o) applicable to and arising on	Producer to gene the Lands describ	erate and market Credits (as ed in the attached Schedule	
2)	The Producer agrees that the Tell binding contract exists with CAI.	rms apply to and from part of	this Agreement.	Jpon acceptance by CAI, a	
3)	The Producer makes the repres acknowledges that markets for the be limited as a result. The Produce market on which the Credits are tr	e Credits may vary from year to er will at all times comply with	year and that ac	cess to certain markets may	
4)	CAI shall calculate the possible Cr time to time.	redits on the Lands on an annu	al basis and advis	se the Producer in writing from	
5)	CAI shall use reasonable commer	cial efforts to market the Prod	ucer's Credits.		
6)	In the event that the Producer wish such additional land in the contra additional land shall be such terms	ct with CAI. If accepted by C	CAI, the terms rela	ating to the Credits on such	
7)	CAI shall be paid a commission of "Commission"), to be paid with GS the Net Sales Proceeds (as define of the Credits and receipt of paym sold at different times and on different times.	T thereon along with such othe ed in the Terms attached here ent in releasable form from the	r expenses set out to) to the Produce purchaser(s). The	t in the Terms. CAI shall pay er within 60 days of the sale e Credits may be pooled and	
Dated	the day of, 20_	·			
Produc	cer (or authorized officer) signatu	re(s) c/s	Witness (if F	Producer is an individual)	
Signati	ure		Signature		
Print N	ame		Print Name		

CAI hereby agrees to act as Aggregator to market Credits for the Producer, subject to the terms and conditions specified in this Agreement.

Custom Agricultural Intelligence Incorporated							
Per:	Dated:						
Emmanuel Richard CEO, Custom Agricultural Intelligence Incorporated							





SCHEDULE A CARBON CREDIT AGGREGATOR AGREEMENT TERMS AND CONDITIONS (see attached)







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1. Defined Terms:

In the Agreement between the Producer and the Aggregator, the following terms shall have the following

"Aggregator" means Custom Agricultural Intelligence Incorporated being the irrevocably appointed Aggregator of the Producer, to act as the Producer's agent in respect of data collection, verification of emissions reductions and removals and entering into, on behalf of the Producer, purchase and sale agreements with buyers for the Credits;

"Agreement" means upon acceptance by the Aggregator, this Carbon Credit Aggregator Agreement by the Producer, including these Terms and all other schedules attached hereto.

"Aggregate Pool" means the aggregate of the Credits which have been transferred to the Aggregator from the Producer hereunder, together with Credits which have been transferred to the Aggregator by other producers who have entered into Credit Carbon Aggregator Agreements with the Aggregator, all of which may be pooled together and sold by the Aggregator as an aggregate package;

"Credits" means the carbon offset credits and associated GHG emission reductions generated from the Lands, as set out in Schedule B and for the years noted therein (as amended from time to time), and which are owned by the Producer or to which the Producer is legally entitled, as determined in accordance with applicable protocols and procedures adopted or applied by the Aggregator from time to time.

"Details Sheet" means the Details Sheet completed by the Producer as part of this Agreement specifying farming particulars in the form set out in Schedule C. "Gross Selling Price" means the total purchase price paid to the Aggregator in respect of the sale(s) of all of the Credits, excluding GST and other taxes thereon and before any deductions for commissions or other

proceedings outstanding, pending or, to the Producer's knowledge, threatened, to disallow, revoke, amend or limit any of the Credits.

- The Credits have not been listed on any other greenhouse gas emission reduction registry or other
- The Credits have been properly generated, earned and accrued in accordance with the applicable protocols, and the Producer has done all things necessary to generate the Credits.
- All data or information provided by Producer to the Aggregator or its authorized representatives is and shall
- **Producer's Covenants and appointment** of Aggregator as Agent:
- The Producer: (a)

costs incurred by the Aggregator in respect of such sale or sales, and before commissions paid to third parties on the sale of the Credits (if any), including but not limited to legal fees, escrow fees, commissions or fees payable to any exchange on which the Credits may have been sold by the Aggregator.

"Land(s)" means those lands as described in Schedule B attached hereto which may be changed from time to

"Net Sale Proceeds" means the Gross Selling Price for the Credits, less all deductions therefrom as set out in paragraph 5 of these Terms.

"Offset Assertions" means data collected, reports generated and/or other documentation as required to quantify and generate the credits.

Representations and Warranties:

The Producer represents and warrants to the Aggregator that:

- The Producer:
 - owns and/or controls the Lands on which the Credits are generated; or
 - otherwise has legal right, title and ownership of the Credits, including without limitation as a result of a lease in respect of the Lands, and the Producer has provided evidence of the same in a manner satisfactory to the Aggregator and has provided the Aggregator with an indemnity in respect thereof, in a form satisfactory to the Aggregator.
- The Producer has not disposed of or sold the Credits to any other party, nor entered into any other agency or other agreement by which the Producer is obligated to sell the Credits and has full and sufficient power and authority to enter into this Agreement and to perform all obligations under this Agreement.
- The Credits are free and clear of all liens, claims or encumbrances of any nature and kind (and if requested by the Aggregator, the Producer shall provide any further documentation required to evidence the same), and there are no claims, actions or
 - Will comply with all project requirements to generate, record and verify (or enable the completion of the verification of) the Credits on the Lands.
 - Will permit, at any time, the Aggregator, its representatives and government auditors full access to the Lands, premises, books and records, data and information relating to the Lands, the Producer's farming operations and the Credits, and will provide, in a timely manner, all available relevant information reasonably requested by the Producer (including without limitation in respect of the Producer's ownership or interest in the Lands) for the purposes of verifying the Credits and the Producer's obligations under the Agreement.
 - Will, upon request from CAI, honestly and properly provide all information related to farming practices and cropping activities on the Lands to enable CAI to prepare its protocols and models to determine Credits



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- Will review, in a timely manner, any reports submitted to the Producer by the Aggregator to ensure that the data therein that will be used by the Aggregator in preparation of an Offset Assertion is correct and accurate.
- Will immediately notify the Aggregator in writing of any change in respect of the Lands where such change does or could reasonably be expected to affect the integrity, existence, creation of the Credits or the ability to verify, aggregate, market and dispose of the Credits. The Producer shall be liable for and shall pay the Aggregator the amounts, if any, that would be refundable to the Aggregator as a result of such change and any damages incurred by the Aggregator as a result of such change, subject to the terms hereof.
- Will immediately notify the Aggregator in writing of any change of ownership or disposition of the Producer's interest in all Lands. For clarity, where the Producers interest in all Lands is derived from the lease of the Lands the Producer will notify the Aggregator of any change in the ownership of the Lands or of the lease agreement.
- Will immediately notify the Aggregator in writing of any change in respect of the Land where such change does or could reasonably be expected to affect the integrity, existence or creation of the Credits or the ability to verify, aggregate, market and dispose of the Credits. The Producer shall be liable for and shall indemnify the Aggregator for all amounts, if any, that would be refundable to the Aggregator as a result of such change and any damages incurred by the Aggregator as a result of such change, subject to the terms hereof.
- Will not claim any of the Credits as part of its own viii. carbon inventory, carbon footprint, or other carbon statement or declaration.
- ix. Will not assign any Credits to any party (including related entities) other than CAI, and the Producer shall not permit any liens, claims, or encumbrances to be registered against the Credits by any party other than CAL
- The Producer shall comply with all rules, regulations, protocols and procedures as exist from time to time with respect to the Credits, the creation or generation or verification thereof.
- The Producer shall not appoint any other party to act as an aggregator of Credits for the Producer or the Lands for the term of this Agreement.
- The Producer hereby irrevocably transfers legal and beneficial title to all Credits generated on the Lands and the Aggregator shall be entitled and subject to all rights and obligations associated therewith and shall have sole unfettered ownership of such Credits for its own account and not in trust for the Producer. The Producer agrees that the Aggregator may, in its sole and unfettered discretion register such notices or interests in the Personal Property Registry or Land Titles Registry to better secure the Aggregator's rights, title, and interest in the Credits.
- The Aggregator shall have full right, power and authority

- to sell and convey title to such Credits to a purchaser or purchasers thereof. Any disposition, transfer or assignment of the Credits by the Aggregator shall be fully binding upon the Producer, and shall be a complete transfer of all legal and beneficial rights associated with the mitigation of greenhouse gases that relate to the quantity and time periods associated with the Credits. For greater certainty, the Aggregator shall have the right to aggregate or pool the Credits from the Lands with other projects and Credits that are similar and to market and sell the Credits as part of the Aggregated Pool.
- The Producer irrevocably appoints the Aggregator as its agent for the purpose of: (i) transferring the Credits from the Producer to the Aggregator in accordance with Section 3(d); (ii) collecting data for the purpose of verifying and generating the Credits; (iii) carrying out all other services as Aggregator in accordance with the terms hereof; and (iii) executing such documents, and doing such things, as are necessary, in the sole opinion of the Aggregator for the provision of its services hereunder. This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged. Such power of attorney and other rights and privileges granted under this Section 3(f) will survive any dissolution or bankruptcy of the Producer and extends to the administrators, other legal representatives and successors, transferees and assigns of the Producer. Any person dealing with the Aggregator may conclusively presume and rely upon the fact that any document, instrument or agreement signed by an attorney acting under this Section 3(f) or any action taken by an attorney acting under this Section 3(f), is authorized and binding on the Producer, without further inquiry. The Producer agrees to be bound by any representations or actions properly made or taken by such attorney and waives any defences that may be available to contest, negate or disaffirm any action of such attorney taken under this power of attorney.
- Subject to the Aggregator at all times acting in good faith, terms of sale of the Credits held within the Aggregate Pool to a buyer, including the sale price, shall be in the sole and unfettered discretion of the Aggregator.

4. CAl's Covenants and Payment of Net Sale Proceeds:

The Aggregator:

- Shall use reasonable commercial efforts to develop markets for the Credits and to market the Credits as Aggregator for and for the benefit of the Producer at reasonable market prices.
- In the event of new protocols or enhanced protocols that affect the Producer, the Aggregator shall where permitted benefit of those Producer the amendments/protocols, including the generation of more Credits for the Producer from the Lands.
- Shall pay to the Producer an amount equal to the Net Sales Proceeds, to be paid within 60 days of the sale of the Credits and actual receipt of payment in a releasable form by the Producer from the purchaser of such Credits. The Credits may be pooled and sold at different times and







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on different terms. Partial payments may be made to the Producer if portions of the Credits are sold at different

5. Deductions from Gross Selling Price:

There shall be deducted from the Gross Selling Price for the Credits:

- the Commission payable to the Aggregator hereunder (plus GST thereon);
- the Producer's pro rata share of the average cost of verification for the Credits on a pooled or aggregated basis (including costs of serialization of the Credits);
- in the event of any unusual or extraordinary verification required in respect of the Producer due to any factors that are related to the actions of the Producer, the costs of such additional verification requirements (which additional verification costs may be attributed solely to the
- (d) any costs incurred by the Aggregator in selling the Credits, on a pro- rated basis, including but not limited to legal fees, registry fees, escrow Aggregator fees, or fees charged by an exchange or similar selling platform (if incurred):
- the amount, if any, of any losses or damages the Producer may incur as a result of any claim of loss by a purchaser of the Credits that such Credits do not, or no longer, constitute valid Credits, including without limitation as a result of: (i) an audit by the responsible ministry of the Government of Saskatchewan; or (ii) an adjustment by any third party assurance provider; and
- any other amount owing to the Aggregator by the Producer, including but not limited to land title costs or, the amount of any claim by the Aggregator against the Producer for any claims or matters relating to other or prior emissions credits of the Producer that the Aggregator has marketed as Aggregator for the Producer.

6. **Default**:

- (a) The Producer shall be in default hereunder:
 - if the Producer fails to perform any of the covenants, agreements, undertakings or obligations made by the Producer hereunder;
 - ii. if any of the representations or warranties of the Producer hereunder are not true, are inaccurate or incorrect; or
 - If the Producer fails to pay or refund to the Aggregator any amounts payable to the Aggregator by the Producer however arising.

7. Remedies:

Upon default by the Producer, the Aggregator:

may terminate this Agreement or refuse to market Credits as Aggregator for the Producer, and the Aggregator may elect to retain legal title to any Credits from the Producer that have not been sold or disposed of, choosing to market them in such way or ways as the

- Aggregator may in its discretion choose, withholding payment to the Producer for any Credits until all damages or other amounts payable by the Producer have been determined, and paid or deducted from amounts payable to the Producer;
- may continue with the Agreement, but may withhold all further payments to the Producer until all damages or other amounts payable by the Producer have been determined and paid or so deducted;
- may set off amounts payable to the Producer against amounts payable by the Producer, and the Aggregator may estimate the amounts that may be payable, and withhold such amounts pending determination of the amounts payable to the Aggregator; or
- may pursue any other legal remedies available to it.

8. Term & Renewals:

- The effective date of this Agreement shall be that date first above written
- The term of this Agreement shall begin on the effective date and continue for ten (10) years or until terminated in accordance with this section 8. The term may be renewed by mutual agreement of the parties.
- The Aggregator may terminate this Agreement by giving written notice of its intention to terminate to the Producer prior to October 31st of the calendar year.
- Should the Aggregator terminate this Agreement, all Credits generated during that calendar year referred to in (c) above remain in the Aggregate Pool until they are sold by the Aggregator or full commission paid to the Aggregator.

9. Indemnity of Producer:

- The Producer indemnifies the Aggregator for all losses, costs, charges, fees, and legal fees, on a solicitor and his own client basis suffered by the Aggregator as a result of a false or misleading statement in the Offset Assertions.
- The Producer agrees to indemnify and hold harmless the Aggregator for all losses, costs, charges, fees, and legal fees, on a solicitor and his own client basis suffered by the Aggregator as a result of a breach of this Agreement by the Producer, except any losses, costs, charges, fees, and legal fees which are indirect or consequential in nature, such as but not limited to economic loss, loss of profits, penalties and similar losses.
- The Aggregator agrees to indemnify and hold harmless the Producer for all losses, costs, charges, fees, and legal fees, on a solicitor-client basis suffered by the Producer as a result of a breach of this Agreement by Aggregator, except any losses, costs, charges, fees, and legal fees which are indirect or consequential in nature, such as but not limited to economic loss, loss of profits, penalties and similar losses.

10. Miscellaneous Provisions:

Time shall be of the essence of this Agreement.









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- This Agreement may be executed in several counterparts, and such counterparts together shall constitute one and the same instrument, and this Agreement may be transmitted by facsimile or such similar device and the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals.
- The Aggregator has the right to assign this Agreement. The Producer may not assign this Agreement.
- This Agreement shall be governed by the laws of the Province of Saskatchewan.
- This Agreement constitutes the entire agreement between the parties hereto with respect to the aggregation of the Producer's Credits by the Aggregator, and supersedes all prior agreements, representations, statements, promises, information, warranties, arrangements and understandings, whether oral or

- written, express or implied, with respect to the Credits.
- Any amendments to this Agreement shall be in writing.
- If the Producer is unable in any year covered by the Agreement to generate and earn the Credits due to an act of God (such as a fire or another weather related event) where the Lands have to be worked and as a result, the Credits are not generated, the Aggregator will release the Producer for any Credits that cannot be generated during that year and any year where Credits cannot as a result be generated.
- The parties shall provide such further and other agreements, deeds, instruments and documents as may be required to give full force and effect to the terms of this Agreement and the transactions to be undertaken hereunder.







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SCHEDULE B LANDS



SCHEDULE C DETAILS SHEET







Name			1	1							
Collection date											
Year											
	parameters										
	Stratum X Stratum 1		Area of stratum X								
	Stratum 2										
	Stratum 3										
	Stratum 4										
	Stratum 5										
	Stratum 6 Stratum 7										
	Stratum 8										
	Stratum 9										
	Stratum 10		- # # #	- 4 4 10							
Fossil fuel comsumption	Sample unit	Area of sample unit (acre)	Type of fossil fuel (gasoline, diesel, propane)	Consumption of tossil fuel (L)							
	2										
	3										
	- 4										
	- 5										
	7										
	8										
	9										
ON action for the control of	10 Complement		To disease	h	Banking Control 1 1 1 1 1						
CH4 emisisons from Livestock enteric fermentation	sample unit	Area of sample unit (acre)	Type of livestock	Average grazing days (days)	Population of grazing livestock (head)						
	2										
	3										
	- 4										
	5										
	- 6										
	8										
	9										
	10										
CH4 emissions from Manure deposition			Type of livestack	Average weight of livestock (kg/head)	Average grazing days (days)	Population of grazing livestock (head)					
	1										
	3										
	- 4										
	- 5										
	- 6										
	8										
	9										
	10										
OH emissions from biomass burning			Type of agricultural residue	Mass of agricultural residues burned (kg)							
	2										
	3										
	4										
	- 5										
	- 6										
	9										
	8										
	9										
N2O emissions from nitrogen fertilizers and nitrogen-fixing spen	9 10 Sample unit	Area of sample unit (acre)	Synthetic N fertilizer type	Mass of N containing synthetic fertilizer applied (tune)	N content of synthetic fertilizer applied (t N/t fertilizer)	Organic N fertilizer type	Mass of N containing organic fertilizer (torne	N content of organic fertilizer applied (t N/t fertilizer	Type of N fixing speci	Annual dry matter of N fining species returned to soils (no	Fraction of N in dry matter for N-hing species it N/t dry mat
N2O emissions from nitrogen fertilizers and nitrogen-fixing spec	9 10 Sample unit 1	Area of sample unit (acre)	Synthetic IV fertilizer type	Mass of N containing synthetic fertilizer applied (tone)	N content of synthetic fertilizer applied (1 Nyl fertilizer)	Organic N feolizer type	Mass of N containing organic fertilizer (torne	N cortext of organic fertilizer applied (t N/t fertilize	Type of N fixing specin	Annual dry matter of N fixing species returned to solis (to	Fraction of N in dry matter for N-Naing species (t N)'t dry mat
N2O emissions from nitrogen fertilizers and nitrogen-fixing spec	9 10 Sample unit	Area of sample unit (acre)	Synthetic N fertilizer type	Mass of N containing symbols: fertilizer applied (tone)	N content of synthetic fertilizer applied (1 N/t fertilizer)	Organic N feetilizer type	Mass of N containing organic feel/liver (bonne	N context of organic tertilizer applied (t N/t fertilize	Type of N fixing specia	Annual dry matter of N fixing species returned to sols (to	Fraction of N in dry matter for N fixing spaces () N/I dry ma
N2O emissions from nitrogen fertilizers and nitrogen-fluing spec	9 10 Sample unit 1 2 3	Area of sample unit (acre)	Synthetic N fertilizer type	Mass of N containing symbols: fertilizer applied (some)	N content of synthetic betilizer applied (h Nyl Terilizer)	Organic Medition rape	Mass of N containing organic feelilizer (home	N context of organic fertilizer applied (1 N/t fertilize	Type of N fixing specia	Annual dry matter of 16 fining species returned to sols (or	Fixedor of N in dry matter for N-Falog spaces () N/L dry nut
N2O emissions from nitrogen fertilizers and nitrogen-fixing spec	9 10 C Sample unit 1 2 3 4 5	Area of sample unit (acre)	Synthetic IN femiliers type	Mass of N containing symbols fertilizer applied (tone)	N content of symbolic bestlere applied (1) N/L bestlere)	Organic N feel liter type	Mass of N containing organic festilizer (tome	N context of organic festileer applied (t N, 1 festileer	Type of N fixing speci	Annual dry matter of 16 fining species returned to soils (to	Fraction of N in ordy matter for N-Faing spaces (). N/It day not
NOO enissions from nitrogen ferfilees and nitrogen-fising spec	9 10 Sample unit 1 2 3 4 5	Area of sample unit (sore)	Synthetic N feel liver type	Mass of Ni containing synthetic feetilier applied (one)	Numeret of synthetic fertilizer applied (h.Nyf fertilizer)	Organic N feed lear type	Mass of N containing organic feetilizer (come	N cortex of organic fertileer applied (t) N/L fertileer	Type of N fixing specia	Annual dynamic of N lines species estumed to sole (to	Fraction of N in dry matter for N-Raleg spaces (). N) thy ma
NOO emissions from nitrogen fertilaers and nitrogen-fising spec	9 10 Sample unit 1 2 3 4 5 6	Area of sample unit (bore)	Synthetic N fertilizer type	Now of N containing synthetic feetileer applied (see)	Women of synthetic fertices applied (1 Nyl fertilizer)	Organii N Verdiller type	Mass of N containing organic feetilizer (borne	N context of organic lentileer applied (t NA Menilae	Type of N fluing specia	Amail dy nather d'A lining species returned to sols (ba	Frection of N in dry matter for N Alaing spaces () NV dry ma
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N2O entaion from nauve deposition	9 9 20 20 25 Semple unit 1 2 2 3 3 3 4 4 4 5 5 5 6 6 7 7 7 8 8 9 2 2 2 3 3 3 4 4 4 5 5 5 6 6 6 7 7 7 8 8 8 9 9 2 2 2 3 3 3 5 5 6 6 6 7 7 7 8 8 8 9 9 9 2 2 5 5 6 6 7 7 7 8 8 8 9 9 9 9 2 5 7 7 8 8 9 9 9 9 7 7 8 8 9 9 9 9 7 7 8 8 9 9 9 9	Area of sample set (some)	Tige of livestock	Replation of Versical (News)				N context of organic fertileer anglised (th.N.) fertileer	Type of th fining special	Annual dry matter of th Timing species returned to soils (to	Fraction of N in dry matter for N-Aleig species (). N/C dry m.
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N2O estadan form navuve degastrar	9 9 10 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Area of sample unit (poze) Area of sample unit (poze) Area of sample unit (poze)	Tige of livestock	Replation of Versical (News)				N content of organic fections applied (h N, h fection	Tiper d'à l'une specia	ismal dy natie d'il hing geoice etamel to sob (in	Frection of N in dry matter for N-Raing species (). N/I dry mall
NAO exission from nauve deposition	9 9 10 10 10 10 10 10 10 10 10 10 10 10 10	Area of sample set (some)	Tige of livestock	Replation of Versical (News)				N content of organic fertileer anglised (h N) fertileer	Type of N Tring special	Annual dry matter of the Triang species returned to soils (to	Fraction of N in only matter for N-Rales species (). Not day made
N2O entaion from nauve deposition	9 9 10 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Area of sample set (juste) Area of sample set (juste) Area of sample set (juste)	Tige of livestock	Replation of Versical (News)				N context of organic feelber applied (1 N) feelba	Type of it filling special	Annual dy nature d to fining species returned to said (to	Frection of N in only matter for N-Rainey species (); NV chy ma
NOS entission from names deposition	9 9 10 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Area of sample unit (soze)	Tige of livestock	Replation of Versical (News)				N content of organic fections applied (N N) fection	Tipe of it floor special	Jenual dy native d'il hing gescio named to sob (la	Frector of N in dry matter for N-Raige spaces (). N/I dry mat