

BIOMASS SUPPLY AGREEMENT

This Biomass Supply Agreement (the "*Agreement*") is entered into as of March 2, 2015, 2015 (the "*Effective Date*") by and between Gainesville Renewable Energy Center, LLC, a company with its offices at 20 Park Plaza, Suite 320, Boston, MA 02116 (the "*Buyer*"), and [REDACTED] with offices at [REDACTED] (the "*Seller*"). Buyer and Seller are herein each called a "*Party*" and collectively called the "*Parties*". Capitalized terms used herein and not otherwise defined have the meanings assigned to those terms in Section 1 hereof.

In consideration of the representations, warranties, covenants and agreements contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. **Definitions.** The capitalized terms listed in this Section 1 shall have the meanings set forth herein whenever the terms appear in this Agreement.

"Biomass" means clean woody material sourced from forest land or agricultural land by Seller.

"Biomass Producer" means a company engaged by the Seller to harvest, process, and haul Biomass meeting Buyer's specifications to Buyer's Facility.

"Dispatch Order" means an order received by the Buyer that the electricity produced by the Buyer will not be purchased whereby the Facility thereby temporarily must cease operation.

"Facility" means the biomass energy facility called the Gainesville Renewable Energy Center that is located in the northwest corner of the Deerhaven Generating Station property.

"Minimum Sustainability Standards" means the sourcing and chain-of-custody requirements defined in Exhibit D.

"System Emergency" means a physical condition or situation that, in the judgment of Florida Reliability Coordinating Council, Inc. or Gainesville Regional Utilities, affects or will affect the ability of Buyer to deliver electricity and other attributes and products from the Facility.

2. **Term.** The initial Term of this Agreement shall be [REDACTED] from the Effective Date. At least 60 (sixty) days prior to the expiration of any then-current Term, Buyer or Seller may, at its option, notify the other Party of its intent to terminate the Agreement at the end of the remaining Term. If no such notice is provided by either Buyer or Seller, then the Term of this Agreement shall be extended for an additional year.

3. Supply and Acceptance of Biomass.

- (a) At all times during the Term Seller shall supply to Buyer at the Facility [REDACTED] tons per year of Biomass from Seller's company-owned stands located within a [REDACTED] radius of the Facility.
- (b) Seller shall contract with a Biomass Producer for the harvest and delivery of such Biomass to the Facility; Buyer shall have the right to approve the selection of the Biomass Producer for the harvesting, processing and delivery of Biomass and shall have the right to set forth specifications for the Biomass, including particle size, moisture content and ash content.
- (c) Seller shall provide stand information and GPS coordinates on each tract before harvest begins.
- (d) Seller shall abide by the requirements of the Minimum Sustainability Standards as detailed in Exhibit A to this Agreement, and shall provide such documentation, access to the stands, and further assurances as requested by Buyer.
- (e) The Parties shall coordinate with respect to monthly delivery volumes.
- (f) Buyer shall accept from Seller, subject to the provisions of this Agreement, the Biomass delivered by Seller hereunder.

4. **Compensation and Payment.** Buyer shall pay Seller \$ [REDACTED] per ton of Biomass delivered to the GREC Facility by Seller pursuant to this Agreement. In addition, Buyer shall pay the Biomass Producer a separately negotiated rate for the harvesting, processing and delivery of the Biomass. Buyer shall pay Seller for Biomass purchased pursuant to this Agreement within fifteen (15) days after the delivery of such Biomass.

5. **Audit.** Each Party shall maintain accurate records relating to sales and purchases of Biomass made pursuant to this Agreement, and related to compliance with the Minimum Sustainability Standards. Such records shall be retained for a period of at least two (2) years after completion or termination of the relevant transaction. Records related to compliance with Minimum Sustainability Standards shall be retained for no less than three (3) years. Each Party (and its representatives) has the right, at its sole expense during normal working hours and upon reasonable advance written notice, to examine the records of the other Party.

6. **Force Majeure.** If a Party is delayed in or prevented from performing, in whole or in part, any of its obligations because of causes that are beyond the reasonable control and without the fault or negligence of the Party affected thereby, including acts of God, acts or omissions of government, wars (declared and undeclared), hostilities, blockades, riots, rebellions, revolutions, terrorism, civil insurrection, civil disturbances, sabotage, embargos, epidemics, quarantines, nuclear accident, acts of the public enemy, strikes and other labor disturbances (even if such difficulties could be resolved by conceding to the demands of a labor group), lockouts, natural disasters, landslides, earthquakes, fires, explosions, lightning, floods, storms,

hurricanes, tornados, and Dispatch Order or System Emergencies (such events being referred to herein as "*Force Majeure*"), and such Party gives oral notice and full details of the Force Majeure to the other Party as soon as reasonably practicable after the occurrence of the event of Force Majeure (such notice to be confirmed in writing as soon as practicable), then during the pendency of such Force Majeure but for no longer period, the obligations of the affected Party under such affected transaction (other than obligations to make payments then due) shall be suspended to the extent required by the event. The Party affected by the Force Majeure shall remedy the Force Majeure with all reasonable swiftness and will keep the other Party advised as to the continuance of the Force Majeure event.

7. **Events of Default.** An event of default ("*Event of Default*") with respect to a Party (the "*Defaulting Party*") shall mean any of the following:

(a) the failure of Defaulting Party to pay when due any required payment and such failure is not remedied within seven (7) business days after written notice thereof (provided the payment is not subject to a good faith dispute); and

(b) the failure of the Defaulting Party to comply with its material obligations under this Agreement and such failure continues uncured for ten (10) business days after written notice thereof, provided that if it shall be impracticable or impossible to remedy such failure within such ten (10) business day period, the cure period shall be extended for an additional period reasonably necessary to remedy such failure subject to the condition that during the additional period, the Defaulting Party shall be diligently pursuing a remedy for the failure.

[Signatures set forth on following page.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of
the Effective Date.



GAINESVILLE RENEWABLE ENERGY CENTER, LLC

AM

By: _____

Albert Morales

Its: _____

Chief Financial Officer

Exhibit A

Minimum Sustainability Standards for Forest Produced Biomass

Seller shall comply with the Minimum Sustainability Standards for Forest Produced Biomass as set forth in Appendix VIII of the Gainesville Renewable Energy Center Power Purchase Agreement and outlined below.

1. Seller shall only provide biomass fuel harvested in compliance with the Best Management Practices for Silviculture published by the Florida Department of Agriculture and Consumer Services, Division of Forestry ("BMP"). Presumption of BMP compliance shall be given to harvested properties covered by a Notice of Intent to Implement ("BMPNOI") in accordance with Rule 5I-6.004 FAC.
2. Seller shall not provide biomass fuel harvested during the conversion of a natural forest to plantation forest. Natural forest shall be defined as a forest ecosystem that was naturally regenerated and contains most of the principal characteristics and key elements of native ecosystems, such as complexity, structure and bio-diversity.
3. Seller shall not provide biomass fuel harvested from a legally-designated conservation area except to the extent that the applicable conservation easement, agreement or similar such document does not specifically prohibit harvesting of such biomass. This does not preclude the use of biomass fuels harvested from publicly owned lands where such harvesting is compatible with the management goals and objectives as determined by the managing agency.
4. All Forest-Produced Biomass supplied by Seller must be accompanied by a contract signed by a professional forester representing the landowner certifying that the professional forester has been engaged by the landowner to ensure compliance with the Minimum Sustainability Standards for Forest-Produced Biomass and confirming the professional forester's understanding of and commitment to fulfill this responsibility.
5. Seller shall not provide stumps as biomass fuel except to the extent that such stumps are harvested according to a written contract accompanied by a written statement from a certified professional forester that the harvesting of the identified stumps is desired for ecological and environmental reasons.
6. Seller shall not provide biomass fuel derived from non-native species identified as invasive by the Florida Department of Environmental Protection unless being harvested as a part of a forest or ecosystem restoration program.

7. Seller shall require landowners contracting to supply biomass fuel to replant harvested tracts within three years as a condition for renewing supply contracts from those tracts after harvest.
 8. Seller shall attend an annual sustainability and best practices seminar organized by Buyer.
 9. Seller shall only provide biomass fuel that is harvested in compliance with the Florida Endangered and Threatened Species Act (s. 379.2291), the Florida Endangered Species Protection Act (s. 379.411), the Preservation of Native Flora of Florida Act (s.581.185) and the federal Endangered Species Act (ESA) of 1973 (16 U.S.C. 1531-1544). Biomass fuel obtained by forest harvests that result in damaging populations of endangered or threatened species, as designated by the State of Florida, is not eligible for sale by Seller. Any lack of eligibility for purchase based on this standard shall not necessarily extend to an entire parcel or other unit of property, but only the area necessary for maintenance of the endangered and threatened species. Buyer and Seller shall collaborate to ensure compliance with this standard.
 10. Seller shall provide sufficient documentation to ensure that each delivered load of Forest Produced Biomass is identified by tract, crew, transport, date and time and be accompanied by a manifest signed by the harvesting foreman and driver listing such information.
 11. Seller shall keep on file harvesting contracts, cutting agreements, and other related documents for each harvested area and these files shall be available for inspection by Buyer for a period of three (3) years following harvest.
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