

BIOMASS SERVICES AGREEMENT

This Biomass Services Agreement (this "*Agreement*") is entered into as of June 20, 2011 (the "*Effective Date*") by and between Gainesville Renewable Energy Center, LLC, a Delaware limited liability company with its offices at 75 Arlington Street, 5th Floor, Boston, MA 02116, ("*GREC*"), and BioResource Management, Inc., a Florida corporation with its offices at 4249 NW 56th Way, Gainesville, FL 32606 ("*BRM*"). GREC and BRM 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.

1. Definitions; Rules of Construction.

(a) The *italicized* terms listed in this Section 1 shall have the meanings set forth herein whenever the terms appear in this Agreement.

"*Actual Fuel Costs*" means an amount equal to the Required Fuel *multiplied* by the Actual Fuel Price.

"*Actual Fuel Moisture*" means the actual average, weighted fuel moisture content of the Biomass delivered to the Facility during the applicable period, as measured and calculated pursuant to the fuel sampling and testing protocol implemented at the Facility.

"*Actual Fuel Price*" shall have the same meaning as determined in Schedule I of the PPA.

"*Affiliate*" of any named Person means any Person that controls, is under the control of, or is under common control with, the named Person. The term "control" (including the terms "controls", "under the control of" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management of the policies of a Person, whether through ownership interest, by contract or otherwise. For purposes of this definition of Affiliate, the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests of any Person having ordinary voting power shall be deemed to be "control".

"*Assumed Conversion Ratio*" means the figure set forth in Column C of Exhibit E corresponding to the Actual Fuel Moisture for the applicable period listed in Column A of Exhibit E.

"*Base Fuel Charge*" means an amount equal to the Target Fuel Price *multiplied* by 1.35.

“*Biomass*” means organic matter that can be converted into electricity by GREC that meets the specifications set forth on Exhibit A, and is received and accepted by GREC at the Facility.

“*Biomass Incentive Payment*” or “*BIP*” means the payment to BRM as described in Section 4.

“*Commencement of Operations*” means the substantial completion date of the Facility.

“*Construction Period*” means the period of time from Financial Closing until the start of the Operational Period.

“*Construction Period Expense Budget*” means the expense budget during the Construction Period approved by GREC prior to each full calendar year during the Construction Period as detailed in Section 3 (b).

“*Construction Period Scope of Services*” means the scope of services to be provided by BRM to GREC during the Construction Period, as set forth on Exhibit B (as the same may be amended from time to time).

“*Delivered Energy*” shall have the same meaning as determined in Schedule I of the PPA.

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

“*Financial Closing*” means the consummation of the senior secured debt and other financing to be obtained by GREC to finance the construction and development of the Facility.

“*Force Majeure*” shall have the meaning as defined in Section 7.

“*Fuel Price Adjuster*” means an amount equal to 1.15 *multiplied by* the difference between the Actual Fuel Price *minus* the Target Fuel Price.

“*Fuel Procurement Manager*” shall have the meaning as defined in Exhibit B.

“*Fuel Reimbursement Amount*” means an amount equal to the Total Fuel Charge *multiplied by* the Delivered Energy.

“*GRU*” shall have the meaning as defined in Section 4.c.

“*Interest Rate*” means, 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 the Interest Rate shall never exceed the maximum rate allowed by applicable law.

“*Lender*” shall have the meaning as defined in Section 9.

“*Plant Manager*” means the individual designated by either GREC or their appointed operator who shall direct and manage the Facility’s day-to-day operations.

“*Operational Period*” means the period after the date that is one hundred fifty (150) days prior to the expected date of the Commencement of Operations, and includes periods of time when the Facility is not operating or producing electricity.

“*Operational Period Scope of Services*” means the scope of services to be provided by BRM to GREC during the Operational Period, as set forth on Exhibit C (as the same may be amended from time to time).

“*Operating Expense Budget*” means the annual operating expense budget, in a form substantially similar to the form attached hereto as Exhibit D, approved by GREC prior to each full calendar year during the Operational Period.

“*Person*” means an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, agency, governmental authority or other entity.

“*PPA*” means the Power Purchase Agreement for the Supply of Dependable Capacity, Energy and the Environmental Attributes from a Biomass-Powered Production Facility dated April 29, 2009 between Gainesville Renewable Energy Center, LLC and the City of Gainesville, Florida d/b/a Gainesville Regional Utilities.

“*Required Fuel*” means the Delivered Energy for the applicable period, as defined in Schedule I of the PPA, multiplied by the Assumed Conversion Ratio.

“*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 GREC to deliver electricity and other attributes and products from the Facility.

“*Target Fuel Price*” means the same as defined Schedule I of the PPA.

“*Term*” means the period of time from the Effective Date to the termination of this Agreement, as more particularly set forth in Section 2.

“*Total Fuel Charge*” means an amount equal to the Base Fuel Charge *plus* the Fuel Price Adjuster.

(b) All references in this Agreement to a "Section" are to a section of this Agreement, unless the context requires otherwise. Unless the context requires otherwise, the words "this Agreement," "hereof," "hereunder," "herein," "hereby," "thereof," "hereunder," or words of similar import refer to this Agreement as a whole and not to a particular section, subsection, clause or other subdivision hereof. Whenever the context requires, the words used herein include the masculine, feminine and neuter gender, and the singular and the plural. The words "include", "includes" and "including" shall be deemed to be followed immediately by the phrase ", without limitation,".

2. Term. The initial Term of this Agreement shall be from the Effective Date until December 31, 2019. Unless terminated earlier in accordance with Section 6, this Agreement shall automatically renew at the end of the Term for successive three (3) year periods.

3. Agreement to Provide Services and Related Covenants.

- a. From and after the Financial Closing at all times during the Term, BRM shall supply to GREC and GREC shall accept from BRM, the services related to the procurement, delivery and management of Biomass used by GREC at the Facility, as more particularly described in this Section 3. BRM shall provide such services in a manner to assure continuous and adequate supply of Biomass meeting the specifications set forth on Exhibit A.
- b. BRM agrees to perform the Construction Period Scope of Services during the Construction Period. BRM shall prepare an initial Construction Period Expense Budget within thirty (30) days following the Effective Date. GREC and BRM shall review the initial Construction Period Expense Budget and shall make such changes as are appropriate. Within sixty (60) days following the Effective Date GREC, at its sole discretion, shall approve the Construction Period Expense Budget which it deems appropriate. BRM shall prepare an updated Construction Period Scope of Services and Construction Period Expense Budget and BRM and GREC shall meet to review the Construction Period Scope of Services and the Construction Period Expense Budget at least ninety (90) days prior to the end of each full calendar year following the Financial Closing during the Construction Period. The Parties may make changes to the Construction Period Scope of Services and the Construction Period Expense Budget as may be necessary. At least sixty (60) days prior to the end of each full calendar year during the Construction Period GREC shall, in its sole discretion, approve the updated Construction Period Scope of Services and Construction Period Expense Budget which it deems appropriate.

- c. BRM agrees to perform the Operational Period Scope of Services during the Operational Period. BRM and GREC agree that the Operational Period Scope of Services and Operating Expense Budget detailed in Exhibit C and Exhibit D, respectively, are fair and reasonable estimates and subject to review and modification by the Parties as set forth below. BRM shall prepare an Operational Period Scope of Services and the Operating Expense Budget and BRM and GREC shall meet to review the Operational Period Scope of Services and the Operating Expense Budget at least one hundred eighty (180) days prior to the anticipated start of the Operational Period. The Parties may make changes to the Operational Period Scope of Services and Operational Expense Budget as may be necessary. At least one hundred and fifty (150) days prior to the anticipated start of the Operational Period GREC shall, in its sole discretion, approve the Operational Period Scope of Services and the Operating Expense Budget. Annually, BRM shall prepare an updated Operational Period Scope of Services and the Operating Expense Budget and BRM and GREC shall meet to review the Operational Period Scope of Services and the Operating Expense Budget at least ninety (90) days prior to the end of each full calendar year following the Commencement of Operations during the Operational Period. The Parties may make changes to the updated Operational Period Scope of Services and the Operating Expense Budget as may be necessary. At least sixty (60) days prior to the end of each full calendar year during the Operational Period GREC shall, in its sole discretion, approve the updated Operational Period Scope of Services and the Operating Expense Budget. The Operating Expense Budget may be adjusted downward as determined by GREC in its sole discretion in the event that the Facility is dispatched offline for a period of sixty (60) consecutive days or more at any time during the Operational Period.
- d. The Construction Period Scope of Services and the Operational Period Scope of Services shall include all requirements stipulated under Sections 4.5 and 4.7 of the PPA; it being expressly agreed that BRM shall perform such services and comply with such requirements as set forth therein. GREC acknowledges that the approved Operating Expense Budget shall include the necessary resources for performance of these requirements.
- e. BRM shall at all times (i) conduct its business in accordance with good business practices customary to the industry, including any operational, safety or other protocols established by the operator of the Facility, (ii) comply with all laws, statutes, rules, regulations, ordinances and tariffs of all governmental authorities applicable to it or its business, assets or operations, and (iii) comply with all instructions, rules, orders, protocols and directives of the operator of the Facility.

4. Compensation. BRM shall be compensated based upon the following:

- a. During the Construction Period, GREC shall pay (i) BRM a monthly management fee of ██████ for services provided under this Agreement, intended to provide compensation for BRM overhead and salaries; and (ii) costs on a monthly basis for actual expenses incurred (without markup) based upon the approved Construction Period Expense Budget, which shall not include BRM overhead or salaries. During the Construction Period, any expenses to be reimbursed must be approved in advance by GREC. During the Construction Period, BRM shall not retain any additional employees or incur material liabilities or obligations related to the provision of the Construction Period Scope of Services not included in the approved Construction Period Expense Budget without the prior approval of GREC.
- b. During the Operational Period, GREC shall pay (i) BRM a monthly management fee of \$█████ for services provided under this Agreement, intended to provide compensation for BRM overhead and salaries; and (ii) costs on a monthly basis for actual expenses incurred (without markup) based upon the approved Operating Expense Budget, which shall not include BRM overhead or salaries. The monthly management fee will adjust each calendar year to movements in the Consumer Price Index ("CPI") as published by the U.S. Bureau of Labor Statistics (Series SUUR0000SA0, U.S. City Average, All Items, <http://data.bls.gov/timeseries/SUUR0000SA0>), as follows: Each calendar year the monthly management fee will be adjusted by multiplying the monthly management fee by the ratio of the current CPI divided by the previous year's CPI.
- c. Within ninety (90) days following the end of each calendar year during the Operational Period, GREC shall pay BRM an annual incentive payment (the "*Biomass Incentive Payment*" or "*BIP*") in the amount equal to ██████ percent (█████) of the difference between the Fuel Reimbursement Amount *minus* the Actual Fuel Costs; provided, however, that no BIP shall be paid to BRM if the Actual Fuel Costs are equal to or greater than the Fuel Reimbursement Amount.
- d. The calculation of the BIP shall be calculated so as to exclude the impact of any fuel sourced directly by Gainesville Regional Utilities ("GRU") pursuant to Section 4.1 of the PPA, including: excluding the moisture content of any such GRU-sourced fuel from the Actual Fuel Moisture; excluding the cost of any such GRU-sourced fuel from the Actual Fuel Price; and excluding the quantity of delivered energy attributable to any such GRU-sourced fuel from the Delivered Energy, calculated by utilizing the conversion ratio set forth in Column C of Exhibit E corresponding to the actual average, weighted fuel moisture content of such GRU-sourced fuel during the applicable period, as measured and calculated pursuant to the fuel sampling and testing protocol agreed to among the Parties and implemented at the Facility.

- e. Exhibit F sets forth example calculations of the BIP.

5. Invoicing and Payment.

- a. BRM shall invoice GREC for the monthly management fee and costs incurred pursuant to Sections 4.a and 4.b not more than once per calendar month. Subject to Section 5.d, GREC shall pay BRM within thirty (30) days of receipt of any such invoice.
- b. BRM shall invoice GREC for the BIP within sixty (60) days following the end of each calendar year. Subject to Section 5.d, GREC shall pay BRM within thirty (30) days of receipt of any such invoice.
- c. GREC (and its representatives) has the right during normal working hours and upon reasonable advance notice, to examine the records of BRM to verify the accuracy of any invoice, charge or computation made pursuant to this Agreement. Upon request, BRM shall promptly provide to GREC records and documentation evidencing any costs incurred and other documentation to support such invoices. If any such examination reveals any inaccuracy in any invoice, the necessary adjustments in such invoices and the payments thereof will be promptly made and shall bear interest calculated at the Interest Rate from the date the overpayment was made until the applicable adjustment payment is paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made in writing, in reference hereto, prior to the lapse of two (2) years from the rendition thereof; provided, further, that for the purpose of such invoice and payment objections, this Section will survive any termination of this Agreement.
- d. If GREC in good faith reasonably disputes an invoice, it shall provide BRM a written explanation specifying in detail the basis for the dispute and pay any undisputed portion no later than the due date. If any amount disputed by GREC is subsequently determined to be due, it shall be paid within five (5) days of such determination.

6. Termination. This Agreement may be terminated as follows:

- a. by either Party upon sixty (60) days' prior written notice at the expiration of the Term (or any extension period, as applicable);
- b. by GREC at any time during the Term (or any extension period, as applicable) for breach or default by BRM; or

- c. by GREC upon ninety (90) days prior written notice at any time during the Term.

Upon a termination of this Agreement pursuant to Section 6.a or Section 6.c above, neither Party shall have any further obligations under this Agreement as of the date of such termination other than (i) if terminated by GREC, BRM shall be entitled to a pro rata portion of the BIP based upon the portion of the year for which this Agreement was in effect, and (ii) with respect to the obligations set forth in Section 10. Notwithstanding the foregoing, however, if this Agreement is terminated by GREC pursuant to Section 6.b above, GREC will be entitled to recover damages from BRM.

7. 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, lightening, floods, storms, hurricanes, tornados, and 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 dispatch and will keep the other Party advised as to the continuance of the Force Majeure event.

8. Termination of Affected Transactions. If an event of complete or partial Force Majeure persists for a continuous period of ninety (90) days, then the Party not claiming Force Majeure shall have the option, upon three (3) days’ prior written notice, to terminate the affected transaction to the extent affected and the associated obligations of the Parties hereunder (other than payment obligations for prior performance hereunder).

9. Consent to Collateral Assignment.

- a. BRM acknowledges that in order to construct the Facility GREC may seek debt financing through a third party lender or lenders (collectively “*Lender*”), and that in connection with such financing, GREC may collaterally assign this contract to Lender. BRM hereby consents to such assignment, and accepts that Lender (or its designee or assignee) is an intended third party beneficiary of the provisions of this Section 9.

- b. BRM agrees in favor of Lender that no termination right available to BRM shall be effective unless written notice thereof and the reasons therefor have been given by BRM to and received by Lender at least sixty (60) days prior to the proposed date of the exercise of the termination right. BRM further agrees that it shall not exercise any termination right, if, after such notice is received by Lender, and prior to the end of such sixty (60) day period, Lender has: (i) cured the condition creating the termination right; or (ii) if the condition is not capable of being cured prior to such date, commenced in a diligent manner to cure the condition for an additional period reasonably necessary to remedy such failure subject to the condition that during the additional period, Lender shall be diligently pursuing such cure. BRM shall accept cure and performance from Lender, but nothing herein shall (x) require Lender to cure or perform hereunder, or (y) assume any liability for claims of BRM against GREC arising from GREC's failure to perform during the period prior to the Lender's or its designee's or assignee's succession to GREC's interest in and under this Agreement.
- c. BRM agrees in favor of Lender that, upon notice by Lender to BRM that Lender (or its designee or assignee) has succeeded to the rights of GREC under this Agreement, Lender (or its designee or assignee) shall be entitled, in the place of GREC, to exercise all rights of GREC under this Agreement. BRM further agrees to cooperate reasonably with GREC's efforts to secure such financing, and to provide GREC and Lender on a timely basis with such additional consents and related documents, as are reasonably requested by Lender.

10. Confidentiality. No Party shall disclose, without the prior written consent of the other Party, the terms of this Agreement to a third party other than a Party's and its Affiliates' employees, lenders, counsel, accountants or prospective purchasers, directly or indirectly, of all or a portion of the ownership interests in a Party or all or substantially all of a Party's assets or of any rights under this Agreement, in each case who have agreed to keep such terms confidential, except in order to comply with any applicable law, order, regulation or exchange rule; provided, however, that each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure and use commercially reasonable efforts to prevent or limit the disclosure. Both Parties agree to develop language that may be used by either BRM or GREC in its promotion, development, or financing efforts.

11. Notices. Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to BRM:
BioResource Management, Inc.
4249 NW 56th Way,
Gainesville, FL 32606

If to GREC:
Gainesville Renewable Energy Center, LLC
75 Arlington Street, 5th Floor
Boston, MA 02116

12. Entire Agreement. This Agreement and the exhibits hereto contain every obligation and understanding between the Parties relating to the supply of services from BRM to GREC and merges all prior discussions, negotiations and agreements, if any, among them relating to the supply of services from BRM to GREC, and neither of the Parties shall be bound by any conditions, definitions, understandings, warranties or representations relating to the supply of services from BRM to GREC other than as expressly provided or referred to herein.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

14. Assignment. Either Party may assign its rights and obligations under this Agreement to an Affiliate of such Party. Any Party may assign its rights and obligations under this Agreement to any Person acquiring all or substantially all of the business, assets or outstanding voting interests of such Party. Except as set forth in Section 9 and this Section 14, no Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

15. Waiver and Amendment. Any representation, warranty, covenant, term or condition of this Agreement which may legally be waived, may be waived, or the time of performance thereof extended, at any time by the Party entitled to the benefit thereof, and any term, condition or covenant hereof (including the period during which any condition is to be satisfied or any obligation performed) may be amended by the Parties at any time. Any such waiver, extension or amendment shall be evidenced by an instrument in writing executed by the appropriate Party or on its behalf by an officer authorized to execute waivers, extensions or amendments on its behalf. No waiver by any Party, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of such Party's rights under such provisions at any other time or a waiver of such Party's rights under any other provision of this Agreement. No failure by any Party to take any action against any breach of this Agreement or default by another Party shall constitute a waiver of the former Party's right to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such other Party.

16. No Third Party Beneficiaries. Except as contemplated in Section 9 above, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the Parties and their respective successors and permitted assigns any rights or remedies under or by reason of this Agreement.

17. Severability. If any one or more of the provisions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the provisions of this

Agreement shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

18. Expenses. Each Party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

19. Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. Time of Essence. Wherever time is specified for the doing or performance of any act or the payment of any funds, time shall be considered of the essence.

22. Litigation; Prevailing Party. If any litigation is instituted regarding this Agreement, the Party which prevails substantially on the merits shall be entitled to receive from the non-prevailing Party, and the non-prevailing Party shall pay, all reasonable fees and expenses of counsel for the prevailing Party.

23. Injunctive Relief. It is possible that remedies at law may be inadequate and, therefore, the Parties shall be entitled to seek equitable relief including injunctive relief, specific performance or other equitable remedies in addition to all other remedies provided hereunder or available to the Parties at law or in equity.

24. Remedies Cumulative. No remedy made available by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

25. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, regardless of the jurisdiction in which enforcement is sought, without reference to the choice of law principles thereof.

26. Participation of Parties. The Parties acknowledge that this Agreement and all matters contemplated herein have been negotiated among the Parties and their respective legal counsel and that all Parties have participated in the drafting and preparation of this Agreement from the commencement of negotiations at all times through the execution hereof.

27. Waiver of Jury Trial. EACH PARTY KNOWINGLY, IRREVOCABLY AND VOLUNTARILY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION

WHICH MAY ARISE UNDER OR INVOLVING THIS AGREEMENT. THE VENUE FOR LITIGATION SHALL BE THE FEDERAL COURT IN GAINESVILLE, ALACHUA COUNTY, FLORIDA.

28. Further Assurances. The Parties shall deliver any and all other instruments or documents required to be delivered pursuant to, or necessary or proper in order to give effect to, all of the terms and provisions of this Agreement.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Biomass Services Agreement as of the date first hereinabove written.

**GAINESVILLE RENEWABLE
ENERGY CENTER, LLC**

By:  _____

Name: Albert Morales

Title: Chief Financial Officer

BIORESOURCE MANAGEMENT, INC.

By:  _____

Name: Richard M. Schroeder

Title: Founder and President

Exhibit A

Biomass Specifications

The Biomass specifications shall consist of those set forth below, as well as such other specifications as GREC may reasonably require in order to meet technical, operating, regulatory, commercial or other goals of the Facility.

Biomass shall consist of forest residue, waste pallets, municipal wood waste, agricultural residue, wood storm debris, whole tree chips, clean construction and demolition debris, and other clean sources of wood as well as small amounts of saw dust and fines (max 10% of the total fuel supply) from mill residues. The as-received fuel shall be a three (3) inch nominal product and not exceed a maximum particle dimension of seven (7) x two (2) x one (1) inches. The biomass mixture must be delivered reasonably free of stones, soil, metal, glass, clay, or other incombustibles.

The amount of unfluidized (diameter greater than 1,400 microns) particles in the fuel (including fuel ash, inerts, rocks, gravel, make-up sand and other incombustible particles) shall be less than one quarter of one percent (0.25%) of delivered fuel.

The total amount of aluminum (Al), tin (Sn), zinc (Zn) and lead (Pb) in metallic form shall each be less than 0.01 weight-% of dry mass hourly fuel flow and the total amount of Zn + Pb + Sn shall be less than 0.05 weight-% of dry solids.

The fuel particle size for the fine end shall be less than thirty percent (30%) passing through a 0.124 inch sieve hole diameter.

Exhibit B

Construction Period Scope of Services

1. *Contract management.* Oversight of contracts for all Biomass suppliers, including delivery schedule, quality control, and adherence to sustainable management practices or other fuel source requirements.
2. *Ongoing supply development.* Identification of additional sources or producers of Biomass material. Establishing contact, negotiating terms and assisting GREC in executing contracts for the project.
3. *Procurement Staffing.* Recruit, hire or otherwise acquire qualified personnel to begin work during the Operational Period procuring Biomass consistent with the terms of this Agreement and Section 4 and Appendix VIII of the PPA. Prior to the Commencement of Operations, BRM shall appoint an individual (the “Fuel Procurement Manager”), subject to the approval of GREC, who shall direct and manage the procurement of Biomass. With respect to operational and safety issues at the Facility, the Fuel Procurement Manager shall be subordinate to the Plant Manager. For issues arising out of the day-to-day administration of the Operational Period Scope of Services, the Fuel Procurement Manager may communicate directly with GREC. The Fuel Procurement Manager, or his representative, shall be available 365 days per year to act as liaison between GREC and BRM. The Fuel Procurement Manager shall not have the authority to modify this Agreement.
4. *Opportunity Biomass supply management.* Coordination with agencies responsible for handling debris resulting from natural events such storms, fires, disease/insect infestation. Monitoring of new or proposed rules and regulations regarding the reduction of wildfire hazard fuel, pending large land clearing activities, or changes in solid waste or recycling regulations that may present opportunities for procurement of low cost Biomass fuel.
5. *Safety management.* Managing and monitoring truck safety, safety in harvesting practices, and development and presentation of safety procedures, rules and enforcement in collaboration with the operator of the Facility as referenced in Section 3(e).
6. *Information management.* In collaboration with GREC, presentation to the general public of information regarding Biomass supply. Creation and maintenance of a Biomass supply website specific to the project. Attendance at public functions where questions or concerns arise regarding the supply. Communication with regulatory agencies regarding Biomass supply issues

Exhibit C

Operational Period Scope of Services

During the Operational Period, the Construction Period Scope of Services set forth on Exhibit B will continue to be provided. In addition, the following services will be provided:

1. Biomass Delivery and Receipt

- a. Coordination of the truck receiving station, located at the Facility.
- b. Coordinating the extraction of samples for laboratory testing.

2. Biomass Billing and Payments

- a. Maintain proper documentation of all incoming deliveries by source, weight, and sampling. Maintain records for compliance with established sustainability standards.
- b. Generate invoices for payment to suppliers on a weekly basis, supported by documentation of loads and weights, and if necessary, moisture content calculations.
- c. Coordinate with Accounts Payable personnel at the Facility to facilitate timely and accurate payment to suppliers.
- d. Maintain contract requirements with suppliers and update status of total deliveries and conformance with contract volume requirements.
- e. Communicate directly with all suppliers regarding any issues associated with deliveries, billing or payments.

3. Biomass Testing and Analysis

- a. Coordinate with the operator of the Facility regarding testing of Biomass samples for moisture content and, if necessary, particle size conformance using ASTM D4447-7 or other appropriate protocol.
- b. Prepare and ship samples for testing at outside laboratories for ash content, proximate and ultimate analysis, and energy content as requested by GREC.

4. Obligations of Fuel Procurement under the PPA

BRM shall provide those services as defined in Sections 4.5 and 4.7 of the PPA related to Fuel Procurement

- 5. Other responsibilities as assigned by GREC** directly related to the Biomass supply, except that if other assigned responsibilities result in increased operating costs by BRM, these costs will be reimbursed by GREC.

Exhibit D

Operating Expense Budget

Description	Annual Expense
Vehicle Fuel	████████
Vehicle Maintenance	████████
Vehicle Depreciation	\$ ██████
Contract Services (Legal and Testing)	████████
Procurement Labor (Fully Burdened)	\$ ██████
Travel	████████
Telephone	████████
Bonding - Insurance	████████
Permtis and Licenses	██████
Total	████████

Does not include Management Fees payable pursuant to sections 3(a)(i) or 3(b)(i).

Does not include Bonus Incentive Payments payable pursuant to section 3(c)

This annual budget shall be converted into a monthly budget.

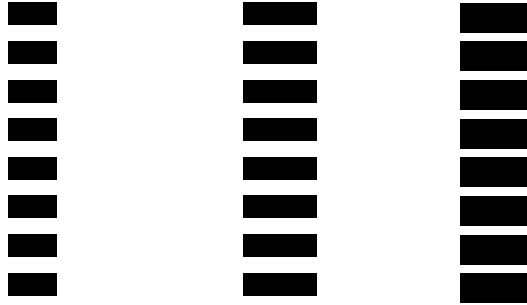
Exhibit E

Assumed Conversion Ratio

Actual fuel moisture levels will be measured to one decimal place. For actual fuel moistures for which a decimal-place entry is not listed in Column A, the appropriate Conversion Ratio will be interpolated on a linear basis between the existing entries, as necessary.

<u>Column A</u>	<u>Column B</u>	<u>Column C</u>
Actual Fuel Moisture	Corresponding Heat Rate	Conversion Ratio (a)
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
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█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█

[REDACTED]



(a) Calculated using the following assumptions:

lb/ton	2,000
Dry basis heat content (lb/ton)	8,670

Exhibit F

Biomass Incentive Payment - Example Calculations

NOTE: The examples below are for illustrative purposes only.

Example 1

Assume that for a particular period:

- GRU has directly sourced no fuel during the period
- The Target Fuel Price is \$28.00 per ton
- The Actual Fuel Price is \$26.00 per ton
- The Delivered Energy is 788,400 Mwh
- The Actual Fuel Moisture is 41.0%

The Biomass Incentive Payment shall be calculated as follows:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Example 2

Assume that for a particular period:

- GRU has directly sourced 50,000 tons of fuel during the period with an actual moisture content of 45.0%
- The Target Fuel Price is \$30.00 per ton
- The Actual Fuel Price, excluding the fuel directly sourced by GRU, is \$35.00 per ton
- The Delivered Energy for the applicable period is 788,400 Mwh

- The Actual Fuel Moisture, excluding the fuel directly sourced by GRU, is 42.0%

The Biomass Incentive Payment shall be calculated as follows:

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

[REDACTED]

[REDACTED]