

---

**LEASE AGREEMENT**

by and between

**THE CITY OF GAINESVILLE, FLORIDA**

d/b/a

**GAINESVILLE REGIONAL UTILITIES**

and

**GAINESVILLE RENEWABLE ENERGY CENTER, LLC**

dated as of September 28, 2009

## TABLE OF CONTENTS

|   | Page |
|---|------|
| ARTICLE I      PREMISES AND TERM.....                                 | 2    |
| 1.1      Premises .....   | 2    |
| 1.2      Term .....   | 2    |
| 1.3      Early Termination .....                                      | 2    |
| ARTICLE II      RENT .....  | 2    |
| 2.1      Rent .....   | 2    |
| 2.2      Adjusted Rent.....   | 3    |
| 2.3      Additional Rent.....   | 4    |
| 2.4      Tenant's Obligation to Pay Rent .....                        | 6    |
| ARTICLE III      USE.....   | 7    |
| 3.1      Use .....  | 7    |
| 3.2      No Contractual Zoning; No Contracting of Police Powers ..... | 8    |
| 3.3      Demolition .....   | 8    |
| 3.4      Compliance with Law .....                                    | 8    |
| 3.5      Construction Liens .....                                     | 9    |
| 3.6      Easements .....  | 9    |
| 3.7      Reservation of Easement.....                                 | 9    |
| ARTICLE IV      ENVIRONMENTAL PROVISIONS .....                        | 10   |
| 4.1      Hazardous Materials .....                                    | 10   |
| 4.2      Compliance with Laws .....                                   | 10   |
| 4.3      Remedy .....   | 10   |
| 4.4      Inspection.....  | 11   |
| 4.5      Pre-existing Site Conditions .....                           | 11   |
| ARTICLE V      DECOMMISSIONING.....                                   | 11   |
| 5.1      Decommissioning Obligation .....                             | 11   |
| ARTICLE VI      INSURANCE.....  | 12   |
| 6.1      Property Insurance .....                                     | 12   |
| 6.2      Workers' Compensation Insurance.....                         | 12   |
| 6.3      Employer's Liability Insurance.....                          | 12   |
| 6.4      General Liability Insurance.....                             | 12   |
| 6.5      Automobile Liability Insurance .....                         | 12   |

# **TABLE OF CONTENTS** (continued)

|  | <b>Page</b> |
|--|-------------|
| ARTICLE VII    ASSIGNMENT.....   | 13          |
| 7.1    Assignment by Tenant .....  | 13          |
| 7.2    Assignment by Lessor.....   | 13          |
| 7.3    Successors and Assigns.....   | 13          |
| ARTICLE VIII    EXCUSE FOR PERFORMANCE.....                                | 14          |
| 8.1    Force Majeure .....   | 14          |
| ARTICLE IX    CASUALTY AND TAKING .....                                    | 15          |
| 9.1    Casualty.....   | 15          |
| 9.2    Notice of Taking .....  | 16          |
| 9.3    Entire Taking .....   | 16          |
| 9.4    Partial Taking .....  | 16          |
| 9.5    Award, if Lease Terminates.....                                     | 17          |
| 9.6    Award, if Lease Continues.....                                      | 17          |
| ARTICLE X    LEASEHOLD MORTGAGE .....                                      | 18          |
| 10.1    Mortgages .....  | 18          |
| 10.2    Mortgage by Tenant.....  | 18          |
| ARTICLE XI    ATTORNMENT .....   | 19          |
| 11.1    Attornment .....   | 19          |
| ARTICLE XII    LESSOR'S REPRESENTATIONS, WARRANTIES AND<br>COVENANTS ..... | 19          |
| 12.1    Title .....  | 19          |
| 12.2    Restrictions .....   | 19          |
| 12.3    No Encumbrances .....  | 20          |
| 12.4    Proof of Title.....  | 20          |
| 12.5    Quiet Enjoyment.....   | 20          |
| ARTICLE XIII    DEFAULTS .....   | 21          |
| 13.1    Events of Default .....  | 21          |
| 13.2    Remedies.....  | 21          |
| 13.3    Damages.....   | 22          |
| ARTICLE XIV    INDEMNIFICATION.....  | 23          |

**TABLE OF CONTENTS**  
(continued)

|  | <b>Page</b> |
|--|-------------|
| 14.1 Indemnity .....                                   | 23          |
| 14.2 No Liability as to Lessor .....                   | 24          |
| ARTICLE XV MORTGAGEE'S RIGHTS .....                    | 25          |
| 15.1 Notice to Mortgagee .....                         | 25          |
| 15.2 Mortgagee's Opportunity to Foreclose .....        | 25          |
| 15.3 Mortgagee's Right to New Lease .....              | 26          |
| 15.4 No Modification without Mortgagee's Consent ..... | 27          |
| 15.5 Notice .....                                      | 27          |
| ARTICLE XVI DISPUTE RESOLUTION .....                   | 27          |
| 16.1 Dispute Resolution Process .....                  | 27          |
| 16.2 Arbitration Procedure .....                       | 27          |
| 16.3 Performance During Dispute .....                  | 28          |
| 16.4 Waiver of Jury Trial .....                        | 28          |
| ARTICLE XVII MISCELLANEOUS .....                       | 29          |
| 17.1 Applicable Law .....                              | 29          |
| 17.2 Construction .....                                | 29          |
| 17.3 Third Party Beneficiaries .....                   | 29          |
| 17.4 No Waiver .....                                   | 29          |
| 17.5 Failure of Tenant to Perform Required Acts .....  | 30          |
| 17.6 No Merger .....                                   | 30          |
| 17.7 No Partnership .....                              | 30          |
| 17.8 Limitation of Lessor's Liability .....            | 31          |
| 17.9 Attorneys' Fees .....                             | 31          |
| 17.10 Headings .....                                   | 31          |
| 17.11 Partial Invalidity .....                         | 31          |
| 17.12 Gender and Plural .....                          | 32          |
| 17.13 Estoppel Certificate .....                       | 32          |
| 17.14 Recordable Form of Lease .....                   | 32          |
| 17.15 Notice .....                                     | 33          |
| 17.16 Cooperation .....                                | 33          |



**TABLE OF CONTENTS**  
(continued)

|                             | <b>Page</b> |
|-----------------------------|-------------|
| 17.17 Entire Agreement..... | 33          |
| 17.18 Amendments .....      | 33          |
| 17.19 Definitions.....      | 34          |
| 17.20 References.....       | 34          |
| 17.21 Counterparts.....     | 34          |

This LEASE AGREEMENT (this "Lease") is made and entered into as of September 28, 2009 (the "Effective Date"), by and among:

(1) THE CITY OF GAINESVILLE, FLORIDA d/b/a GAINESVILLE REGIONAL UTILITIES ("Lessor"); and

(2) GAINESVILLE RENEWABLE ENERGY CENTER, LLC, a Delaware Limited Liability Company ("Tenant").

RECITALS:

WHEREAS, Tenant intends to build, operate and maintain a 100 MW (net) biomass-fired power production facility, as described in Exhibit "A", attached hereto and made a part hereof, (the "Facility"), located in Alachua County, Florida, which will utilize biomass technology and sell power to Lessor;

WHEREAS, Lessor intends to purchase all of the energy production from the Facility, as well as of the associated Environmental Attributes and Capacity Attributes, upon the terms and conditions contained in the Power Purchase Agreement;

WHEREAS, Tenant desires to lease from Lessor and Lessor is willing to lease to Tenant the leasehold interest of the Premises, as described in Exhibit "B", attached hereto and made a part hereof, ("Premises"), upon, and subject to, the terms of this Lease; and

WHEREAS, Tenant is undertaking efforts to develop, permit and construct the Facility upon the Premises to commence delivery of Dependable Capacity, Energy, and/or Environmental Attributes to the Lessor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### PREMISES AND TERM

1.1 Premises. Lessor hereby leases and demises to Tenant and Tenant hereby leases from Lessor, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Premises

1.2 Term. The Premises are hereby leased unto Tenant and its successors and assigns for a period of forty-seven (47) years from the Effective Date (the "Term") unless sooner terminated in accordance with the provisions herein contained.

1.3 Early Termination. Tenant shall have the right and option to terminate this Lease upon one hundred eighty (180) days written notice to Lessor and satisfaction of the Decommissioning Obligation.

## ARTICLE II

### RENT

2.1 Rent. Tenant covenants and agrees to pay Lessor, commencing on the Rent Commencement Date, rental at the annual rate as follows:

(a) If during the preceding calendar year, Tenant sold Dependable Capacity, Energy, and/or Environmental Attributes to Lessor from the Facility, or Tenant has not caused the Facility to achieve the Commercial Operation Date, the Rent (the "Rent") shall be One Hundred Dollars (\$100.00) per year and is payable on January 1st of each year in advance, and at the respective rate for any fraction of a year.

(b) If during the preceding calendar year, Tenant did not sell Dependable Capacity, Energy, and/or Environmental Attributes to Lessor from the Facility, the Rent shall be the Adjusted Rent set forth in Section 2.2 (the "Adjusted Rent") and is payable in equal monthly installments of one-twelfth of the respective annual rate on the first day of each month in advance, and at the respective rate for any fraction of a month.

2.2 Adjusted Rent. The Adjusted Rent shall be the "fair market value rent" for the Premises as determined using the following process:

(a) No later than ninety (90) days following (i) the termination of the Power Purchase Agreement, or (ii) if a replacement power purchase agreement has been entered into between Tenant and Lessor, its termination, Lessor and Tenant shall negotiate in good faith in determining the fair market value rent for the Premises based on the then current market conditions.

(b) If at the end of such 90-day period the parties cannot agree on the fair market value rent, the parties shall appoint a Qualified Appraiser, no later than thirty (30) days following the end of such 90-day period, to determine the fair market value rent.

(c) If at the end of such 120-day period the parties cannot agree on a Qualified Appraiser, the fair market value rent shall be determined in accordance with the arbitration procedure set forth in Section 16.2.

(d) Tenant's obligation to pay the Adjusted Rent under the Lease shall be suspended until the fair market value rent is determined in accordance with this Section 2.2; *provided, however*, when determination of the fair market value rent is finalized, Tenant shall be responsible for making all Adjusted Rent payments owed to Lessor during such suspended period.

2.3 Additional Rent. This Lease shall, except as otherwise specifically provided herein, be absolutely net to Lessor, free of any charges, taxes, assessments, impositions or deductions of any kind. In order that the Rent shall be absolutely net to Lessor, Tenant covenants and agrees to pay, as Additional Rent, taxes, betterment assessments and utilities charges with respect to the Premises as provided in this Section 2.3 as follows:

(a) Real Estate Impositions. Tenant shall pay, directly to the authority charged with the collection thereof, all ad valorem taxes and each installment of all public, special or betterment assessments levied or assessed by or becoming payable to the municipality or any governmental authority having jurisdiction of the Premises, for or in respect of the Premises and all improvements constructed thereon (such taxes and installments of assessments being hereinafter together referred to as "Real Estate Impositions") for each tax or installment period wholly included in the Term, all such payments to be made not less than five (5) days prior to the last date on which the same may be paid at a discount amount for early payment of the full amount owed for such tax or installment period; and for any fraction of a tax or installment period included in the Term at the beginning or end thereof, Tenant shall pay to Lessor, within ten (10) days after receipt of invoice therefore, the fraction of such taxes or installment which is allocable to such included period; provided in the case of any special or betterment assessment that Lessor shall have elected to pay such assessment in installments, over the longest period permitted by law.

Tenant shall promptly after payment of a Real Estate Imposition furnish Lessor reasonable evidence of each such payment. If Tenant shall deem itself aggrieved by any Real Estate Imposition and shall elect to contest the payment thereof, Tenant may make such payment under protest or if postponement of such payment will not jeopardize Lessor's title to the Premises, Tenant may postpone the same provided that it shall secure such payment and the

interest and penalties thereon and the costs of the contest on the determination of the proceedings or suit in which such contest may be had, by causing to be delivered to Lessor cash or other security satisfactory to Lessor, or a bond of indemnity of a good and solvent surety company, in form and amount satisfactory to Lessor, which amount shall not be greater than one hundred and twenty-five per cent (125%) of the contested Real Estate Imposition. Either party paying any Real Estate Imposition shall be entitled to recover, receive and retain for its own benefit all abatements and refunds of such Real Estate Imposition, unless it has previously been reimbursed by the other party. Tenant agrees to defend and indemnify Lessor from all costs and expenses incurred on account of Tenant's participation in such proceedings. Lessor, without obligating itself to incur any costs or expenses in connection with such proceedings, shall cooperate with Tenant with respect to such proceedings so far as reasonably necessary. Neither party shall discontinue any abatement proceedings begun by it without first giving the other party written notice of its intent to do so and reasonable opportunity to be substituted in such proceedings. Lessor shall promptly furnish to Tenant a copy of any notice of any Real Estate Imposition received by Lessor.

Nothing contained in this Lease shall, however, require Tenant to pay any franchise, corporate, estate, inheritance, succession, capital levy or transfer tax of Lessor, or any income, profits or revenue tax or charge upon the rent payable by Tenant under this Lease.

(b) Utilities. Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to Tenant in connection with the Premises and shall not contract for the same in Lessor's name.

(c) Overdue Interest. Tenant agrees to pay on demand interest at the Late Payment Rate (but in no event greater than the legal rate of interest) on any part of any installment of Rent or Adjusted Rent payments not paid when due for the period until the same

shall have been paid in full and on any other amount payable by Tenant to Lessor or any other person pursuant to this Lease which is not paid when due for the period until the same shall have been paid in full. Payment of interest shall not excuse or cure any default hereunder by Tenant.

(d) Payment Instructions. All Rent or Adjusted Rent payments and all other amounts payable to Lessor by Tenant hereunder shall be paid in United States dollars on the date when due. All Rent or Adjusted Rent payments and all such other amounts shall be paid by Tenant to Lessor at Accounts Payable, c/o Gainesville Regional Utilities, Mail Station A105, P.O. Box 147117, Gainesville, Florida 32614-7117. Whenever any payment to be made hereunder is stated to be due on a day which is not a business day, such payment will be due on the next succeeding business day with the same effect as if paid on the date when due and, if such payment is paid on such succeeding business day, without additional interest on such amount for the period of such extension.

2.4 Tenant's Obligation to Pay Rent. Tenant's obligation to pay the rent payable under this Lease shall be absolute and unconditional under any and all circumstances, except as otherwise specifically provided herein, and shall not be terminated, extinguished, diminished, lost or otherwise impaired by any circumstance of any character, except as otherwise specifically provided herein. Accordingly, except as otherwise expressly provided in this Lease, all costs, expenses and obligations of every kind and character whatsoever relating to the Premises, or any improvements thereon, which may arise or become due during the Term shall be paid by Tenant, and Lessor shall be indemnified by Tenant from and against the same. Except as otherwise expressly provided in this Lease, the rent under this Lease shall not be subject to any abatement and the payments thereof shall not be subject to any setoff, deduction, reduction or diminution for any reason whatsoever.

### ARTICLE III

#### USE

3.1 Use. Tenant shall have the right to use the Premises or any part thereof to build, operate and maintain the Facility thereupon, to erect such building or buildings on the Premises as it may elect in support of such Facility, to make such alterations, improvements and betterments to the Premises as it may desire in support of such Facility, to sublease the Premises or any part thereof to any subtenants of its choosing for purposes provided above, and to collaterally assign its leasehold interest on the Premises. Any and all buildings, fixtures and improvements placed in, on, or upon the Premises shall remain the sole and exclusive property of Tenant and its sub-tenants, notwithstanding their affixation to, annexation to, or incorporation into the Premises. Tenant shall, during the Term of this Lease, at its sole cost and expense, keep and maintain all buildings and improvements now or hereafter located on the Premises and all appurtenances thereto in good order and repair and shall allow no nuisances to exist or be maintained therein. Tenant hereby agrees to accept the Premises in its existing condition and acknowledges that, except as specifically set forth herein, Tenant does not rely on, and Lessor does not make, any express or implied representations or warranties as to any matters, including, without limitation, the suitability of the soil or subsoil, any characteristics of the Premises or improvements thereon, the suitability of the Premises for the intended use, the economic feasibility of the business Tenant intends to conduct on the Premises, Hazardous Materials (as defined in Section 4.1 below) on or in the vicinity of the Premises, or any other matter. Except as specifically set forth herein, Tenant has satisfied itself as to such suitability and other pertinent matters by Tenant's own inquiries and tests into all matters relevant in determining whether to enter into this Lease.



3.2 No Contractual Zoning; No Contracting of Police Powers. The parties recognize that Lessor is also the government entity that is vested with authority to grant or deny certain development approvals, including but not limited to, land use and zoning changes, subdivision plats, development plan approval, and building permits. The parties agree that nothing contained in this Lease shall be interpreted or construed as an approval, waiver or agreement to waive any development plan, development permit, rezoning, comprehensive plan amendment or any other governmental requirement for Tenant's intended use and occupancy of the Premises. Nothing contained in this Lease shall be interpreted or construed as contracting away the exercise of the police powers of Lessor.

3.3 Demolition. In connection with any construction activity of Tenant at any time during the Term, Tenant may destroy, demolish and remove any buildings, fixtures or other improvements at any time placed in or upon the Premises, and may remove, regrade and rearrange such land and the contents thereof as may be incidental to any such construction or demolition activities; provided that no Event of Default exists under this Lease.

3.4 Compliance with Law. Tenant, at its sole cost and expense, shall perform all its activities on the Premises in compliance with all applicable laws, ordinances, codes and regulations, as the same may be administered by governmental officials having jurisdiction over the Premises, including, but not limited to, the antidiscrimination provisions of the City of Gainesville, Code of Ordinances. Lessor, at Tenant's sole cost and expense, shall reasonably cooperate with Tenant and assist Tenant in obtaining all required licenses, permits and the like, and shall sign all papers and documents at any time needed in connection therewith, including without limitation, such instruments as may be required for the laying out, maintaining, repairing, replacing and using of water, gas, electric, telephone, drain or other utilities.

3.5 Construction Liens. Tenant shall, throughout the Term hereof, prevent any construction liens or other liens for work, labor, services or materials from being filed or recorded against the Premises or any portion thereof; provided that in the event that any such lien shall be filed, Tenant shall seek the release or discharge thereof within ninety (90) days either by payment or in such other manner as may be prescribed by law, and shall defend and indemnify Lessor from and against any loss, cost, expense or damage related thereto.

3.6 Easements. At the request of Tenant, Lessor agrees to use reasonable effort, from time to time during the Term (a) to grant easements affecting the Premises which are for the purpose of providing utility services for the Facility and (b) to dedicate or convey, as required, portions of the Premises for road, highway and other public purposes to provide access for the Facility or to permit widening of existing roads or highways.

3.7 Reservation of Easements. Subject to the terms hereof, Lessor hereby reserves unto itself a nonexclusive easement in, to, over, under and across the Premises and any improvements thereon for the purposes of ingress, egress, inspection, construction, operation, or maintenance of existing and future improvements on the Premises necessary for the continued operation of Lessor's adjacent operation and facilities, including, but not limited to the right to access and maintain the existing roadways, utility facilities, and monitoring wells; provided, however, that the exercise of such rights does not unreasonably interfere with Tenant's construction, operation or maintenance of the Facility.

Further, Lessor and Tenant agree that upon such time as the location of Lessor's electric switch yard, which will be constructed, and access thereto is established, both parties will execute necessary documents to allow for Lessor's ingress and egress to said facilities.

## ARTICLE IV

### ENVIRONMENTAL PROVISIONS

4.1 Hazardous Materials. As used in this Lease, the term "Hazardous Materials" shall mean and include any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively "Environmental Laws") or poses or threatens to pose a hazard to the health or safety of persons on the Premises or any adjacent property.

4.2 Compliance with Laws. Subject to Section 4.5, Tenant agrees that during its use and occupancy of the Premises it will not permit Hazardous Materials to be present on or about the Premises except in a manner and quantity necessary for the ordinary performance of Tenant's business and that it will comply with all Environmental Laws relating to the use, storage or disposal of any such Hazardous Materials.

4.3 Remedy. If Tenant's use of Hazardous Materials on or about the Premises results in a release, discharge or disposal of Hazardous Materials on, in, at, under, or emanating from, the Premises or the property in which the Premises are located, Tenant, at its sole cost and expense, agrees to investigate, clean up, remove or remediate such Hazardous Materials in full compliance with requirements of (i) all Environmental Laws and (ii) any governmental agency or authority responsible for the enforcement of any Environmental Laws. Tenant will provide notice to Lessor of such release, discharge or disposal of Hazardous Materials as well as an explanation of the required remedy.

4.4 Inspection. Pursuant to Section 3.7, Lessor may inspect the Premises for the purpose of determining whether there exists on the Premises any Hazardous Materials or other condition or activity that is in violation of the requirements of this Lease or of any Environmental Laws. If Lessor decides to perform inspections, Lessor shall provide reasonable notice to Tenant. In addition, such inspections shall not create a duty on Lessor's part to inspect the Premises, or liability on the part of Lessor for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith.

4.5 Pre-existing Site Conditions. Lessor and Tenant acknowledge and agree that notwithstanding the provisions of the Tenant's obligations of this Article, Lessor, and not Tenant, shall be responsible for any Hazardous Materials present on the Premises prior to the Effective Date (the "Pre-existing Site Conditions"). Prior to constructing any improvements on the Premises, Tenant shall perform a baseline environmental assessment of the Premises and Tenant shall provide Lessor with a copy of such assessment.

Lessor and Tenant shall accept the environmental conditions established by the baseline environmental assessment as the pre-existing condition of the Premises, which shall be the sole responsibility of Lessor.

## ARTICLE V

### DECOMMISSIONING

5.1 Decommissioning Obligation. Prior to the termination of this Lease, Tenant, at its sole cost and expense, shall, unless otherwise notified by Lessor at least one year prior to the expiration of the Term, remove any buildings, fixtures or other improvements at any time placed in or upon the Premises, and remove, regrade and rearrange such land and the contents thereof so as to return the Premises to a state substantially similar to that described in the baseline

environmental assessment. Except for any Pre-existing Site Conditions, Tenant shall surrender the Premises to Lessor upon the termination of this Lease free of debris, waste or Hazardous Materials and in a condition which complies with all Environmental Laws (the "Decommissioning Obligation").

## ARTICLE VI

### INSURANCE

6.1 Property Insurance. Tenant shall at all times during the Term procure and maintain property insurance providing coverage in appropriate amounts against physical loss or damage, including coverage for earth movement, flood and boiler and machinery, for any improvements constructed on the Premises.

6.2 Workers' Compensation Insurance. Tenant shall at all times during the Term procure and maintain workers' compensation insurance as required by state laws.

6.3 Employer's Liability Insurance. Tenant shall at all times during the Term procure and maintain employer's liability insurance for all employees of the Tenant in the amount of One Million Dollars (\$1,000,000) per occurrence.

6.4 General Liability Insurance. Tenant shall at all times during the Term procure and maintain liability insurance against claims for personal injury (including bodily injury and death) and property damage with a minimum policy limit of Ten Million Dollars (\$10,000,000) per occurrence. All such insurance shall name both Lessor and Tenant as insureds and certificates thereof shall be delivered to and left in the possession of the Lessor.

6.5 Automobile Liability Insurance. Tenant shall at all times during the Term procure and maintain automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned (if any), leased, non owned and hired vehicles used in the performance of the Tenant's obligations under this Agreement with a One

Million Dollars (\$1,000,000) minimum limit per occurrence for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable.

## ARTICLE VII

### ASSIGNMENT

7.1 Assignment by Tenant. This Lease shall not be assigned by Tenant to any other party without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed. Tenant may, with prior notice to Lessor, collaterally assign its leasehold interest hereunder to Lender or any financial institution or institutions participating in the financing of the Facility. In the event of the collateral assignment of its leasehold interest hereunder by Tenant to Lender or any financial institution or institutions participating in the financing of the Facility, Tenant shall remain fully responsible according to this Lease for all of its obligations and liabilities hereunder. No such collateral assignment shall alter or impair the rights of any surety. Lessor agrees to provide such estoppel certificates and consents as may be reasonably requested by Tenant and Lender in connection with such financing.

7.2 Assignment by Lessor. This Lease shall not be assigned by Lessor without the prior written consent of Tenant, which shall not be unreasonably withheld or delayed.

7.3 Successors and Assigns. This Lease shall bind and inure to the benefit of the parties to this Lease and any successor or assignee acquiring an interest hereunder consistent with Section 7.1 hereof. The agreements and conditions in this Lease contained on the part of Tenant to be performed and observed shall be binding upon Tenant and its successors and assigns and shall inure to the benefit of Lessor and its successors and assigns, and the agreements and conditions in this Lease contained on the part of the Lessor to be performed and observed shall be binding upon Lessor and its successors and assigns and shall inure to the benefit of Tenant and its successors and assigns. Lessor agrees that no individual partner, trustee,

stockholder, officer, employee or beneficiary of Tenant shall be personally liable under this Lease, and, Lessor shall look solely to Tenant in pursuit of its remedies upon an event of default hereunder, and the general assets of the individual partners, trustees, stockholders, officers, employees or beneficiaries of Tenant shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Lessor; provided that the foregoing provisions of this sentence shall not constitute a waiver of any obligation evidenced by this Lease and provided further that the foregoing provisions of this sentence shall not limit the right of Lessor to name Tenant or any individual partner or trustee thereof as a party defendant in any action or suit in connection with this Lease so long as no personal money judgment shall be asked for or taken against any individual partner, trustee, stockholder, officer, employee or beneficiary of Tenant. No holder of a mortgage of the leasehold interest hereunder shall be deemed to be the holder of said leasehold estate until such holder shall have acquired title to said leasehold estate.

## **ARTICLE VIII**

### **EXCUSE FOR PERFORMANCE**

8.1 Force Majeure. Tenant shall not have any liability or be considered to be in breach or default of its obligations under this Lease to the extent that performance of such obligation is delayed or prevented, directly or indirectly due to Force Majeure, provided that (i) within a reasonable time after Tenant has knowledge of the commencement of such event of Force Majeure and again within a reasonable time after such even of Force Majeure ends, Tenant submits a written notice to Lessor describing in detail the event of Force Majeure, (ii) Tenant uses commercially reasonable efforts to remedy such event of Force Majeure, and (iii) Tenant promptly resumes its performance at the cessation of the event. Tenant shall continue to perform its obligations under this Lease so far as commercially practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure. Tenant shall advise Lessor in



writing of all actions Tenant proposes to take, including any alternative means for performance not prevented by the event of Force Majeure. "Force Majeure" means any cause beyond the reasonable control of the Tenant or of Lessor that, despite the exercise of due diligence, such party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to Acts of God, acts or omissions of government, acts of a public enemy, wars (declared or undeclared), hostilities, blockades, insurrections, rebellions, revolutions, riots, terrorism, civil disturbances, sabotage, embargoes, epidemics, quarantines, landslides, earthquakes, fires, explosions, lightning, floods, storms, hurricanes, tornados, nuclear accident, strikes and other labor disturbances (nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved), restraint by court order or other delay or failure in performance as a result of any action or inaction by or on behalf of a public authority, in each case to the extent that the event of Force Majeure (i) in fact affects the Lease, (ii) is not the fault of the party relying on the event, and (iii) could not have been prevented by the party's exercise of reasonable diligence. Nothing in this Section 8.1 shall excuse Tenant from the prompt payment of any rental or any other monetary obligations required of Tenant under this Lease.

## **ARTICLE IX**

### **CASUALTY AND TAKING**

9.1 Casualty. If any buildings from time to time constructed on the Premises are damaged or destroyed by fire or other casualty, this Lease shall in no way be affected and shall continue in full force and effect. Lessor shall have no interest in or right to any insurance proceeds recoverable by Tenant or any sub-tenant as a result of such damage, destruction or other casualty. Tenant shall have the right, but shall be under no obligation, to restore or reconstruct any buildings so damaged or destroyed.



9.2 Notice of Taking. Forthwith upon receipt by either Lessor or Tenant of notice of the institution of any proceedings for the taking of any part of the Premises by the exercise of any power of condemnation or eminent domain, or for any street widening or change of grade, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and be represented by counsel, who may be counsel for the party receiving such notice.

9.3 Entire Taking. If the entire Premises shall be taken by right of eminent domain or condemnation, then this Lease shall terminate as of the time when Lessor shall be divested of its interest in the Premises and any rent theretofore paid or then payable shall be apportioned through mutual agreement as of the date of termination and any unearned charges and all deposits shall be refunded to Tenant. If the Parties cannot reach agreement on the apportionment, the apportionment shall be determined in accordance with the arbitration procedure set forth in Section 16.2.

9.4 Partial Taking. In the event of a taking of less than the entire Premises by right of eminent domain or condemnation rendering utilization of the balance of the Premises by Tenant impractical, Tenant shall have the right to terminate this Lease by giving Lessor notice of its election so to terminate at any time within six (6) months after receipt of notice of such taking, said termination to be effective as of the earlier of (a) that date specified by Tenant in such notice or (b) the time that possession of the part so taken shall be physically taken for public use. In the event of such election, any rent theretofore paid or then payable shall be apportioned through mutual agreement as of the date of termination and any unearned charges and all deposits shall be refunded to Tenant. If the Parties cannot reach agreement on the apportionment, the apportionment shall be determined in accordance with the arbitration procedure set forth in Section 16.2.

If as a result of a taking of less than the entire Premises this Lease is not terminated in accordance with this Section 9.4 hereof and such partial taking materially reduces operational capacity of the Premises, then this Lease shall continue in full force and effect, except that there shall be an abatement in the Rent hereunder to an amount determined by multiplying the Rent by a fraction, the numerator of which shall be the fair market value of the Premises (the "Fair Market Land Value") as determined using the process set forth in Section 2.2 less the portion of the award received by Lessor for such taking and any prior taking and the denominator of which shall be the Fair Market Land Value.

9.5 Award, if Lease Terminates. In the event of a termination of this Lease pursuant to either Section 9.3 or 9.4, any award or payment for damages shall be used first to satisfy the Decommissioning Obligation and the remainder thereof apportioned through mutual agreement between Lessor and Tenant in accordance with their respective interests in the Premises immediately prior to such taking, including Tenant's interest in the Facility. If the Parties cannot reach agreement on the apportionment, the apportionment shall be determined in accordance with the arbitration procedure set forth in Section 16.2.

9.6 Award, if Lease Continues. If this Lease shall not be terminated upon a taking as aforesaid, any award or other payments received by Lessor or Tenant by virtue of such taking shall be paid to Tenant and applied to repair and rebuild what may remain of the Premises so as to put the same so far as practicable into the condition existing prior to the taking. Any portion of said award or other payment not so expended shall be apportioned through mutual agreement between Lessor and Tenant as provided in Section 9.5 hereof. If the Parties cannot reach agreement on the apportionment, the apportionment shall be determined in accordance with the arbitration procedure set forth in Section 16.2.

## ARTICLE X

### LEASEHOLD MORTGAGE

10.1 Mortgages. It is contemplated by the parties that a mortgage or mortgages will be placed upon the leasehold interest of the Premises or parts thereof by Tenant, and from time to time said mortgages shall be discharged and new mortgages placed thereupon, and Lessor agrees that the execution of such a mortgage or mortgages shall not be deemed to be a violation of any provision of this Lease.

10.2 Mortgage by Tenant. Lessor agrees to allow Tenant to encumber its leasehold interest in the Premises and this Lease to any mortgage or mortgages and replacement mortgages that Tenant at any time or from time to time may place on its leasehold interest in the Premises or portions thereof. The word "mortgage" as used in this Article includes future mortgage or mortgages, deeds of trust, or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutions thereof and shall include collateral assignments of this Lease. Lessor shall be sent copies of all default notices sent to Tenant by such Lender. Lessor shall have the right, but shall be under no obligation, to cure any such mortgage defaults and to recover from Tenant any amount paid to cure such defaults. Tenant shall give Lessor thirty (30) days' notice prior to the date on which Tenant shall place its mortgage on the Premises or any part thereof. It is expressly understood and agreed by Tenant that Lessor's fee interest in the Premises shall not be subject to the lien of any mortgage granted by Tenant.

Lessor agrees to execute, acknowledge and deliver to Tenant or the mortgagees of Tenant above referred to, without making any charge therefor, any and all instruments, agreements and other documents as may reasonably be required and acceptable to Lessor to effectuate the mortgage of the leasehold interest of Tenant as aforesaid.

## ARTICLE XI

### ATTORNMENT

11.1 Attornment. Lessor agrees, from time to time at Tenant's request and at Tenant's cost and expense, to execute and deliver an attornment agreement between Lessor and sublessees of portions of the Premises for the purpose of providing that in the event of the termination of this Lease, Lessor shall not disturb the possession of such sublessee and shall recognize its rights under such sublease, and that notwithstanding such termination, such sublease shall continue in full force and effect, provided that such sublease has been approved by Lessor and the Lender that holds a mortgage of Tenant's leasehold interest in the Premises and that such sublessee agrees to attorn to Lessor in the event of such termination.

## ARTICLE XII

### LESSOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Title. Lessor warrants to Tenant that on the Effective Date Lessor has good and marketable title to the Premises in fee simple absolute, subject to no leases, tenancies, agreements, restrictions, encumbrances, liens or defects in title other than:

- (a) Zoning laws and ordinances; and
- (b) Unpaid real estate taxes for the current fiscal tax year that are not yet due and payable.

12.2 Restrictions. To Lessor's knowledge, without any investigation, Lessor represents that there are no legal restrictions or regulations of any kind whatsoever, including without limitation, restrictive covenants, zoning ordinances or regulations which will prevent Tenant from using the Premises for the construction and operation of the Facility. If any such legal restrictions are in existence, Tenant shall have the right to cancel this Lease by giving written notice to Lessor, in which event, this Lease shall terminate as of the giving of such notice, and

Tenant shall be under no further obligation to Lessor, notwithstanding the provisions of Section 1.3 herein. Further, subject to Section 3.2, Lessor shall not impose restrictions or regulations which will materially adversely affect Tenant's ability to use the Premises for the construction and operation of the Facility without the written consent of the Tenant. In any such event, Tenant shall have the right to cancel this Lease by giving written notice to Lessor, in which event, this Lease shall terminate as of the giving of such notice, and Tenant shall be under no further obligation to Lessor, notwithstanding the provisions of Section 1.3 herein.

12.3 No Encumbrances. Lessor warrants that Lessor has full right and lawful authority to enter into this Lease in accordance with the terms hereof and to grant the estate demised hereby. Lessor covenants that during the Term of this Lease it will not encumber or lien the title of the Premises or cause or permit said title to be encumbered or liened in any manner whatsoever, and Tenant may reduce or discharge any such encumbrance or lien by payment or otherwise at any time after giving thirty (30) days' written notice thereof to Lessor and recover or recoup all costs and expenses thereof from Lessor together with interest at the Late Payment Rate (but in no event greater than the legal rate of interest). Such recovery or recoupment may, in addition to all other remedies, be made by setting off against the amount of rent payable by Tenant hereunder.

12.4 Proof of Title. If Tenant requests proof of Lessor's title to the Premises, Lessor shall furnish Tenant, without cost to Tenant, a preliminary title report evidencing that Lessor's title to the Premises is in accordance with the covenants made in the preceding sections.

12.5 Quiet Enjoyment. Lessor covenants that upon Tenant paying the above reserved rent and performing and fulfilling all covenants, agreements and conditions herein, Tenant shall and may, at all times during the initial Term and all extended terms, if any, peaceably and quietly

have, hold and enjoy the Premises and all rights, appurtenances and privileges belonging or in any way appertaining thereto without hindrance or molestation.

### ARTICLE XIII

#### DEFAULTS

13.1 Events of Default. Any one or more of the following shall constitute an event of default by Tenant ("Event of Default") under this Lease:

- (a) Tenant's failure to pay any installment of Rent within ten (10) days after Tenant's receipt of written default notice from Lessor; or
- (b) Tenant's failure to perform or observe any other covenant or provision of this Lease within sixty (60) days after written notice of such failure from Lessor; or
- (c) Tenant's failure to cause the Facility to achieve the Commercial Operation Date within fourteen (14) months of the Guaranteed Commercial Operation Date.

No bankruptcy, assignment for the benefit of creditors or otherwise, involving Tenant, shall entitle Lessor to terminate this Lease, so long as the Tenant or someone claiming by, through or under Tenant, is complying with the terms and provisions of this Lease.

13.2 Remedies. If, during the continuance of this Lease, one or more Events of Default occurs, then in any such case, Lessor, at its option following the relevant cure period specified above for the relevant Event of Default, may terminate this Lease by written notice to Tenant, take possession of the Premises, and recover from Tenant the cost of damages incurred because of such Event of Default, including court costs and reasonable attorneys' fees, the cost of recovering possession of Premises, the cost of performing the Decommissioning Obligation, and the cost of any alteration of or repair necessary to prepare the Premises for reletting. Upon receipt of Lessor's written notice to terminate, Tenant must surrender the Premises to Lessor, and if Tenant fails to do so, Lessor may enter into and upon the Premises or any part thereof in the

name of the whole and repossess the same and expel Tenant and those claiming through or under Tenant and remove its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenant. Lessor shall store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and, if Lessor so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Lessor from Tenant if any, and pay over the balance, if any, to Tenant.

13.3 Damages. In the event that this Lease is terminated under any of the provisions contained in this Article, Lessor may recover from Tenant, and Tenant covenants to pay forthwith to Lessor, any and all damages incurred by Lessor by reason of Tenant's default, including, without limitation, the excess of the total rent reserved for the residue of the Term over the rental value of the Premises for said residue of the Term, such excess to be discounted to present value by using a capitalization rate equal to ten percent (10%). In calculating the rent reserved there shall be included, in addition to the Rent (or Adjusted Rent if the term of the Power Purchase Agreement is terminated) and Additional Rent, the value of all other considerations agreed to be paid or performed by Tenant for said residue of the Term. Tenant further covenants as an additional and cumulative obligation after any such termination to immediately pay to Lessor all the sums and the cost that will be incurred by Lessor to perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the next preceding sentence Tenant shall be credited with any amount paid to Lessor as compensation in this Section provided and also with the net proceeds of any rent obtained by Lessor by reletting the Premises, after deducting all Lessor's expenses in connection with such reletting, including, without limitation,



all repossession costs, brokerage commissions, fees for legal services and other costs and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Lessor may (i) relet the Premises or any part or parts thereof, for a term or terms which may at Lessor's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Lessor in its sole judgment considers advisable or necessary to relet the same and (ii) make such alterations, repairs and decorations in the Premises as Lessor in its sole judgment considers advisable or necessary to relet the same, and no action of Lessor in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

In lieu of any other damages or indemnity and in lieu of full recovery by Lessor of all sums payable under all the foregoing provisions of this Section, Lessor may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Article or is otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the Rent (or Adjusted Rent if the term of the Power Purchase Agreement is terminated) and Additional Rent accrued in the twelve months ended next prior to such termination plus the amount of rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Lessor under the foregoing provisions of this Section up to the time of payment of such liquidated damages.

#### ARTICLE XIV

#### INDEMNIFICATION

14.1 Indemnity. Tenant shall indemnify and defend Lessor and its assigns and their respective directors, officers, employees and agents from and against any and all liabilities, fines,



claims, damages and actions, costs and expenses of any kind or nature (including reasonable attorneys' fees) and of anyone whatsoever (i) relating to or arising from the use and occupancy by Tenant of the Premises, (ii) due to or arising out of any mechanic's lien filed against the Premises for labor performed or for materials furnished or claimed to be furnished to Tenant, (iii) attributable to any Hazardous Materials placed on or about the Premises other than for Pre-existing Site Conditions, or (iv) due to or arising out of any breach, violation or nonperformance of any covenant, condition or agreement in this Lease on the part of the Tenant to be fulfilled, kept, observed or performed. Notwithstanding the foregoing, Tenant does not indemnify or defend Lessor for any such damage caused or occasioned solely by the negligence of Lessor, its agents, employees or contractors.

14.2 No Liability as to Lessor. Tenant covenants and agrees that Lessor shall not be liable, responsible or in any way accountable for any loss, injury, death or damage to persons in or on the Premises, or in any way connected with the Premises or with the buildings and improvements or personal property therein or thereon, including any liability for injury or death to the person or damage to or loss of property of Tenant, its agents, officers, servants, or employees, excepting only such loss, claim, action or suit as may be caused solely by the willful misconduct or negligence of Lessor, its officers, employees, agents or representatives. Tenant agrees to indemnify Lessor, its directors, officers, employees, and agents, from any and all liability, loss, costs, or obligations on account of, or arising out of, any such loss, injury, death or damage, except as provided herein. Tenant assumes all risks of injury or death of person or persons, or damage to or loss of any and all property of Tenant and any and all property under the control or custody of Tenant while upon the Premises or damage to or loss of any and all property at the Premises.

## ARTICLE XV

### MORTGAGEE'S RIGHTS

15.1 Notice to Mortgagee. So long as any leasehold mortgage shall remain on Tenant's leasehold estate hereunder and the holder thereof shall have complied with the provisions of Section 15.5 hereof, Lessor agrees, simultaneously with the giving of each notice hereunder, to give a duplicate copy thereof to the holder of such leasehold mortgage ("Mortgagee") and no such notice to Tenant shall be effective as to the Mortgagee unless a copy of such notice is given to each such Mortgagee. Each Mortgagee will have the same period after the giving of the notice aforesaid to it for remedying the default or causing the same to be remedied as is given to Tenant after notice to it plus, for any non-monetary default, an additional ten (10) days, and Lessor agrees to accept such performance on the part of such holder as though the same had been done or performed by Tenant.

15.2 Mortgagee's Opportunity to Foreclose. Lessor agrees that it will take no action to effect a termination of the Lease by reason of any default, except a default in the payment of money, without first giving to each holder of a leasehold mortgage who has complied with the provisions of Section 15.5 reasonable time within which either (i) to obtain possession of the Premises (including possession by a receiver) and to cure such default in the case of a default which cannot be cured unless and until such holder has obtained possession, or (ii) to institute foreclosure proceedings and to complete such foreclosure, or otherwise to acquire Tenant's interest under this Lease with diligence and without delay in the case of a default which cannot be cured by such holder; *provided, however*, that such holder shall not be required to continue such possession or to continue such foreclosure proceedings if the default shall be cured by Tenant, and *provided, further*, that nothing herein shall preclude Lessor from exercising any

rights or remedies under the Lease with respect to any other default by Tenant during any period of such forbearance.

15.3 Mortgagee's Right to New Lease. In the event of the termination of this Lease prior to its stated expiration date (except pursuant to Article IX hereof) and such holder was legally prohibited from exercising its cure rights as provided in Section 15.2, Lessor agrees that it will enter into a new lease of the Premises with such holder or, at the request of such holder, with an entity formed by or on behalf of such holder, for a period equal to the remainder of the Term effective as of the date of such termination, at the Rent and Additional Rent and upon the covenants, agreements, terms, provisions and limitations herein contained, provided (i) such holder makes written request upon Lessor for such new lease within thirty (30) days from the date of notice of such termination and such written request is accompanied by payment to Lessor of all amounts then due to Lessor but for such termination, (ii) such holder pays or causes to be paid to Lessor at the time of the execution and delivery of such new lease any and all sums which would at the time of the execution and delivery thereof be due under this Lease but for such termination and pays or causes to be paid any and all expenses including reasonable attorneys' fees, court costs and costs and disbursements incurred by Lessor in connection with any such termination and in connection with the execution and delivery of such new lease, less the net income from the Premises collected by Lessor subsequent to the date of the termination of this Lease and prior to the execution and delivery of such new lease.

Any new lease made pursuant to this Section 15.3 shall be prior to any mortgage or any lien, charge or encumbrance of the fee of the Premises created by Lessor, for a term of years equal to the then remaining term of this Lease, as the same may be extended pursuant to the provisions of said new lease.

15.4 No Modification without Mortgagee's Consent. This Lease shall not be modified or surrendered to Lessor or cancelled by Tenant, nor shall Lessor accept a surrender of this Lease without the prior written consent of the holder of a leasehold mortgage, provided that the conditions of Section 15.5 shall have previously been complied with. As between Lessor and Tenant, Tenant shall be responsible for obtaining the consent of the holder.

15.5 Notice. The foregoing provisions of this Article XV shall not apply in favor of any mortgage holder unless, before Lessor has mailed a notice of default under Article XV, such mortgage holder has duly recorded its mortgage or notice thereof in any public office where such recording may be required in order to charge third persons with knowledge thereof and has given written notice to Lessor accompanied by a certified copy of such mortgage and stating the name of such holder and the address to which notices to such holder are to be mailed by Lessor.

## **ARTICLE XVI**

### **DISPUTE RESOLUTION**

16.1 Dispute Resolution Process. If either Tenant or Lessor believes it has a claim under this Lease, the designated representative of the claimant shall initiate a claim by submitting such claim in writing, including a detailed description, to the designated representative of the other party, who shall review the claim and shall respond in writing of his findings and recommendations concerning the claim within a reasonable time period not to exceed thirty (30) days. If the claim is not resolved within such thirty (30) day period, the claimant may further pursue the claim by submitting the claim to arbitration pursuant to the arbitration procedure set forth in Section 16.2.

16.2 Arbitration Procedure. Any controversy, dispute or claim between Tenant and Lessor arising out of or relating to this Lease, or the breach thereof, other than the non-payment of Rent, shall be settled finally and conclusively by arbitration according to the Rules of the

American Arbitration Association then in effect, unless the parties mutually otherwise agree. If the parties fail to agree on an arbitrator within thirty (30) days following the date of a written notice by one party to the other calling for arbitration, the parties shall promptly designate an arbitrator from a list of persons from the National Roster following said Rules. The costs and expenses of arbitration shall be paid as awarded by the arbitrator; otherwise costs and expenses shall be shared equally. Tenant and Lessor shall each abide by and perform any resulting arbitration award. The arbitration award, when issued, shall be final and shall be enforceable in any court of competent jurisdiction. The location for the arbitration shall be Alachua County, Florida.

16.3 Performance During Dispute. While any controversy, dispute or claim arising out of or relating to this Lease is pending, Lessor and Tenant shall continue to perform their obligations hereunder to the extent possible notwithstanding such controversy, dispute or claim.

16.4 Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS LEASE. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS LEASE AND ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS LEASE, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

## ARTICLE XVII

### MISCELLANEOUS

17.1 Applicable Law. Lessor and Tenant agree that the laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Lease without regard to their internal principles of conflict of laws.

17.2 Construction. Lessor and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section thereof.

17.3 Third Party Beneficiaries. This Lease shall be for the sole benefit of Tenant and Lessor and for such other parties only as expressly provided in this Lease and then subject to the terms of this Lease.

17.4 No Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any other provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the cause of any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them whether exercised by said party or not, shall be

deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

17.5 Failure of Tenant to Perform Required Acts. If at any time during the Term of this Lease, Tenant fails or neglects to do any of the things required to be done by Tenant under this Lease, Lessor shall have the right, but not the obligation, to do the same, but at the cost of and for the account of Tenant; *provided, however*, that Lessor shall in no case take such action sooner than ten (10) days after giving Tenant written notice of such failure, refusal, or neglect and allowing said period within which Tenant may commence a bona fide effort to cure the same. The amount of any money so expended by Lessor together with interest thereon at the lesser of the Late Payment Rate or the highest rate permitted by law shall be repaid to Lessor forthwith upon demand therefor and unless so paid shall be added to the next rental payment coming due under this Lease.

17.6 No Merger.

(a) There shall be no merger of the leasehold estate created by this Lease with the fee estate in the Premises by reason of the fact that the same person may own or hold (i) the leasehold estate created by this Lease or any interest therein and (ii) the fee estate in the Premises or any interest therein; and no merger shall occur unless and until Lessor shall execute a written instrument effecting such merger and shall duly record the same.

(b) No termination of this Lease shall cause a merger of the estates of Lessor and Tenant, unless Lessor so elects, and any such termination shall, at the option of Lessor, either work a termination of any sublease in effect or act as an assignment to Lessor of Tenant's interest in any such sublease.

17.7 No Partnership. It is expressly understood and agreed that nothing herein contained shall make or constitute Lessor, in any way or for any purpose, a partner of Tenant in



the conduct of Tenant's business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

17.8 Limitation of Lessor's Liability. The term "Lessor," as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee or any lesser estate in the Premises, and in the event of any transfer of the title to such fee or lesser estate the Lessor herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability for the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed. The obligations of Lessor under this Lease do not constitute personal obligations of the individual directors, officers, employees, or agents of Lessor, and Tenant shall look solely to Lessor's interest in the Premises for satisfaction of any liability in respect of this Lease. Tenant will not seek recourse against the individual directors, officers, employees or agents of Lessor or any of their personal assets for such satisfaction.

17.9 Attorneys' Fees. If the services of an attorney are required by any party to secure the performance hereof or otherwise upon the breach or default of another party to this Lease, or if any arbitration proceeding or judicial remedy is necessary to enforce or interpret any provision of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.

17.10 Headings. The headings used for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be construed as part of this Lease or to be used in determining the intent of the parties of this Lease.

17.11 Partial Invalidity. If any terms, covenant, provision or condition of this Lease or the application thereof to any person or circumstances shall be declared invalid or unenforceable



by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, provisions and conditions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision there shall be substituted a like, but valid and enforceable, provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

17.12 Gender and Plural. Unless the context of this Lease otherwise requires, words of any gender include each other gender and words using the singular or plural number also include the plural or singular number, respectively.

17.13 Estoppel Certificate. Each party agrees from time to time, upon no less than fifteen (15) days' prior notice from the other, to execute, acknowledge and deliver to the other a statement certifying that (i) this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the rent has been paid, and that no additional rent or other payments are due under this Lease (or if additional rent or other payments are due, the nature and amount of the same), and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim. Any such statement delivered pursuant to this Section 17.13 may be relied upon by any prospective purchaser or holder of a mortgage of the leasehold interest hereunder or any prospective holder of a sublease from Tenant or any prospective assignee of any such holder of a mortgage or sublease.

17.14 Recordable Form of Lease. Simultaneously with the delivery of this Lease the parties have delivered a notice or short form of this Lease which Tenant shall record in the public office in which required to put third parties on notice. If this Lease is terminated before the Term

expires, the parties shall execute, deliver and record an instrument acknowledging such fact and the date of termination of this Lease.

17.15 Notice. Every notice and demand required or permitted to be given under this Lease shall be in writing and deemed to have been duly given when mailed postage prepaid by certified or registered mail, with return receipt requested, addressed in the case of notice to or demand upon Lessor to it at and in the case of notice to or demand upon Tenant to Tenant (or in the case of either party to such other address as that party shall from time to time have designated by written notice given to the other party as herein provided).

If to Lessor:            Robert E. Hunzinger, General Manager  
                                 Gainesville Regional Utilities  
                                 PO Box 147117  
                                 Gainesville, FL 32614-7117

If to Tenant:            James S. Gordon, President  
                                 Gainesville Renewable Energy Center, LLC  
                                 75 Arlington St., 5<sup>th</sup> Floor  
                                 Boston, MA 02116

17.16 Cooperation. Lessor and Tenant acknowledge and agree that Tenant may need to apply for permits and approvals for the Facility and other improvements on the Premises from time to time. Lessor agrees to reasonably cooperate with the Tenant, without any cost or expense to Lessor, in such permitting matters and to execute such permit applications which require the signature of the fee owner of the Premises.

17.17 Entire Agreement. This instrument contains all the agreements made between the parties hereto and may not be modified in any other manner than by an instrument in writing executed by the parties or their respective successors in interest.

17.18 Amendments. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. This Lease

shall constitute an agreement of lease, and nothing herein shall be construed as conveying to the Tenant any right, title or interest in the Premises except as a lessee only. The termination of this Lease pursuant to Article XIII or otherwise or the expiration of the Term of this Lease shall not affect the right of the Lessor to recover damages for any antecedent breach of this Lease or to recover any sum otherwise due to the Lessor under the terms of this Lease and will be without prejudice to any right or action of the Lessor.

17.19 Definitions. Capitalized terms used herein and defined in Schedule 1 shall, except as such definitions may be specifically modified in the body of this Lease for the purposes of a particular section, paragraph or clause, have the meanings given such terms in Schedule 1.

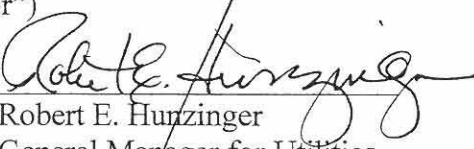
17.20 References. References in this Lease to sections, paragraphs, clauses, appendices, schedules and exhibits are to sections, paragraphs, clauses, appendices, schedules and exhibits in and to this Lease unless otherwise specified. Paragraphs identified with a letter and clauses identified with a number or letter within a section may be referred to either by section reference (for example, this is Section 17.20) or by paragraph and clause reference with the same meaning.

17.21 Counterparts. This Lease may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Lessor and Tenant have caused this Agreement to be executed in their respective names by persons duly authorized to do so on their behalf.

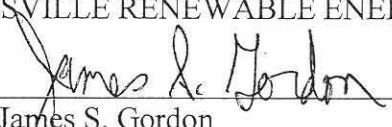
THE CITY OF GAINESVILLE, FLORIDA d/b/a GAINESVILLE REGIONAL UTILITIES  
("Lessor")

By:

  
Robert E. Hunzinger  
General Manager for Utilities

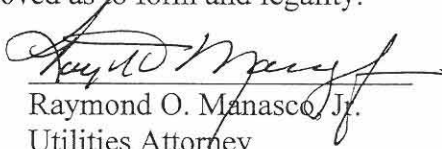
GAINESVILLE RENEWABLE ENERGY CENTER, LLC ("Tenant")

By:

  
James S. Gordon  
President

Approved as to form and legality:

By:

  
Raymond O. Manasco, Jr.  
Utilities Attorney  
Gainesville Regional Utilities

## **Schedule 1**

### **Definitions**

Definitions. The following definitions are made a part of this Lease:

“Capacity Attributes” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute (excluding, however, (i) Environmental Attributes; (ii) Production Tax Credits (as defined in the Power Purchase Agreement); (iii) fuel-related subsidies or “tipping fees” that may be paid to Tenant to accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or (iv) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits), whether general in nature or specific as to the location or any other attribute of the Facility, intended to value any aspect of the capacity of the Facility to produce energy or ancillary services.

“Commercial Operation Date” shall have the meaning specified in the Power Purchase Agreement.

“Construction Commencement Date” means the day on which Seller has closed construction financing for the Facility, issued a notice to proceed to begin construction of the Facility, and has obtained all prerequisite governmental approvals.

“Decommissioning Obligation” shall have the meaning specified in Section 5.1 hereof.

“Dependable Capacity” means the amount of capacity of the Facility determined under Appendix IX to the Power Purchase Agreement.

“Effective Date” shall have the meaning specified in the introductory paragraph of this Lease.

“Energy” means any and all three phase, sixty hertz electric energy generated by the Facility and available for sale during the Delivery Term (as defined in the Power Purchase

Agreement), but not including energy obtained from other sources, used for station loads or dissipated by transformer and transmission losses, if any.

“Environmental Attributes” means any and all emissions credits or other environmental credits or attributes associated with the Energy generated by the Facility during the Delivery Term (as defined in the Power Purchase Agreement), but shall not include Production Tax Credits (as defined in the Power Purchase Agreement) associated with the ownership, construction or operation of the Facility or other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation; fuel-related subsidies or tipping fees that may be paid to Tenant to accept certain fuels; or emission reduction credits encumbered and used by the Facility for compliance with local, state, or federal operating and air quality permits; *provided, however*, that any fuel-related subsidies or tipping fees shall be applied to reduce the cost of fuel in accordance with the Fuel Price Adjuster (as defined in the Power Purchase Agreement) mechanism set forth in Appendix III to the Power Purchase Agreement. By way of example, Environmental Attributes may include renewable portfolio standard, carbon emission, or sulfur or oxide nitrogen allowances, credits or offsets.

“Environmental Laws” shall have the meaning specified in Section 4.1 hereof.

“Facility” shall mean the facility more particularly described in Exhibit A attached hereto.

“Facility Financing” shall mean financing for the acquisition, development, construction, ownership of the Facility and related purposes including any required reserve accounts, any capital additions, any operational needs relating to the Facility and any refinancing or replacement financing of any of the foregoing.

Agreement), but not including energy obtained from other sources, used for station loads or dissipated by transformer and transmission losses, if any.

“Environmental Attributes” means any and all emissions credits or other environmental credits or attributes associated with the Energy generated by the Facility during the Delivery Term (as defined in the Power Purchase Agreement), but shall not include Production Tax Credits (as defined in the Power Purchase Agreement) associated with the ownership, construction or operation of the Facility or other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation; fuel-related subsidies or tipping fees that may be paid to Tenant to accept certain fuels; or emission reduction credits encumbered and used by the Facility for compliance with local, state, or federal operating and air quality permits; *provided, however*, that any fuel-related subsidies or tipping fees shall be applied to reduce the cost of fuel in accordance with the Fuel Price Adjuster (as defined in the Power Purchase Agreement) mechanism set forth in Appendix III to the Power Purchase Agreement. By way of example, Environmental Attributes may include renewable portfolio standard, carbon emission, or sulfur or oxide nitrogen allowances, credits or offsets.

“Environmental Laws” shall have the meaning specified in Section 4.1 hereof.

“Facility” shall mean the facility more particularly described in Exhibit A attached hereto.

“Facility Financing” shall mean financing for the acquisition, development, construction, ownership of the Facility and related purposes including any required reserve accounts, any capital additions, any operational needs relating to the Facility and any refinancing or replacement financing of any of the foregoing.

“Fair Market Land Value” shall have the meaning specified in Section 9.4 hereof.

“Fair Market Value Rent” shall have the meaning specified in Section 2.2 hereof.

“Force Majeure” shall have the meaning specified in Section 8.1 hereof.

“Guaranteed Commercial Operation Date” shall be the date forty (40) months following the Construction Commencement Date.

“Hazardous Materials” shall have the meaning specified in Section 4.1 hereof.

“Late Payment Rate” means, in relation to any period for which a late payment charge may be incurred under this Lease, the prime rate as announced from time to time by the Bank of America or its successor plus two percent (2%) per annum.

“Lease” shall have the meaning specified in the introductory paragraph of this Lease.

“Lessor” shall have the meaning specified in the introductory paragraph of this Lease.

“Lender” shall mean the financial institution named in a notice from the Tenant as providing part of the Facility Financing, its successors and assigns.

“Power Purchase Agreement” shall mean the Power Purchase Agreement for the Supply of Dependable Capacity, Energy and Environmental Attributes from a Biomass-Fired Power Production Facility by and between Gainesville Renewable Energy Center, LLC and The City of Gainesville, Florida doing business as Gainesville Regional Utilities dated April 29, 2009.

“Pre-existing Site Conditions” shall have the meaning specified in Section 4.5 hereof.

“Premises” shall mean that parcel of land situated in Alachua County, Florida, and more particularly described in Exhibit B together with all necessary easements for ingress/egress, utilities, sewer and drainage required for the use of the Premises.

“Qualified Appraiser” means a nationally recognized third-party appraiser which shall (i) be qualified to appraise an independent electric generating business, (ii) have been engaged in



the appraisal or business valuation and consulting business for at least five years, and (iii) not be associated with any Party (as defined in the Power Purchase Agreement) or any Affiliate (as defined in the Power Purchase Agreement) of a Party.

“Real Estate Impositions” shall have the meaning specified in Section 2.3.1 hereof.

“Rent” shall have the meaning specified in Section 2.1 hereof.

“Rent Commencement Date” shall be the earlier of (i) the date on which Tenant or any subtenant begins delivering Dependable Capacity, Energy and/or Environmental Attributes, or (ii) January 1, 2014.

“Tenant” shall have the meaning specified in the introductory paragraph of this Lease.

“Term” shall have the meaning specified in Section 1.2 hereof.

Schedules and Exhibits. The Schedules and Exhibits listed below in this section are incorporated in this Lease by reference and are to be construed as a part of this Lease:

|            |                               |
|------------|-------------------------------|
| SCHEDULE 1 | Definitions                   |
| EXHIBIT A  | Description of Facility       |
| EXHIBIT B  | Legal Description of Premises |

Exhibit A  
Description of Facility

**1. Facility**

- 1.1** The Facility will be a new one hundred (100) MW (total net) biomass-fired electric generating facility, consisting of a biomass fuel handling system, a biomass-fired boiler, a condensing steam turbine generator with evaporative cooling towers and auxiliary support equipment. The Facility will also utilize a Zero Liquid Discharge system to eliminate wastewater discharges. The Facility will be designed in accordance with standards normally used in the utility industry so that the Facility will, with standard operating and maintenance practices, be designed to provide full service over the forty-two (42)-year design life of the Facility.
- 1.2** The Facility will utilize a bubbling fluidized bed boiler to produce superheated steam. The boiler will be equipped with a baghouse to control particulate matter. An aqueous ammonia injection Selective Catalytic Reduction ("SCR") system will be provided for NOx control. Superheated steam from the boiler will be admitted to a single steam turbine with four extractions for feedwater heating. The steam turbine will generate electricity before exhausting axially into the condenser with cooling water provided from the wet evaporative cooling tower.
- 1.3** The primary fuels for the Facility will be forest residue, mill residue, forest thinnings and urban wood waste. Supplementary fuels could include herbaceous plant matter, agricultural residues, woody storm debris, whole tree chips and pulpwood chips.
- 1.4** The biomass fuel handling system will consist of three truck tippers, two sets of screens and hogs, an automatic stacker/reclaimer system and a manual stacker/reclaimer system. Biomass fuel will be transported to the Facility Site by truck. Fuel will be transported into and out of on-site storage via a series of conveyors. The Facility will have two 100% capacity conveyors leading from the storage piles to the boiler metering bins. From the metering bins, fuel will be distributed across the combustion zone of the boiler through a pneumatic feed system.
- 1.5** Electric power will be produced in the steam turbine generator at the nominal generator voltage. The Facility will increase the voltage at an on-site substation and transmit the power through aerial transmission lines to the interconnection point. When the steam turbine generator is off-line, station service power will be obtained by back feeding.

Exhibit B  
Legal Description of the Premises

A PARCEL OF LAND IN SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, LYING NORTH AND EAST OF THE CSX RAILROAD RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE S 01°42'15" E, ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 50.00 FEET, TO A CONCRETE MONUMENT FOUND STAMPED "GFY LB021" MARKING THE INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF NW 128TH LANE; THENCE RUN N 88°04'12" E, ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 1799.45 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 883, PAGE 502, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE CONTINUE N 88°04'12" E, ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 2570.49 FEET; THENCE S 01°21'26" E, A DISTANCE OF 469.34 FEET; THENCE S 43°38'34" W, A DISTANCE OF 109.95 FEET; THENCE S 01°21'26" E, A DISTANCE OF 657.92 FEET; THENCE S 46°21'26" E, A DISTANCE OF 109.95 FEET; THENCE S 01°21'26" E, A DISTANCE OF 194.37 FEET; THENCE N 88°38'34" W, A DISTANCE OF 1532.22 FEET; THENCE S 01°21'26" E, A DISTANCE OF 946.22 FEET; THENCE S 02°38'34" W, A DISTANCE OF 613.09 FEET; THENCE S 15°38'34" W, A DISTANCE OF 221.07 FEET; THENCE S 00°21'26" E, A DISTANCE OF 815.82 FEET; THENCE S 87°48'31" W, A DISTANCE OF 120.06 FEET, TO A POINT LYING 100.0 FEET NORTHEASTERLY, AS MEASURED PERPENDICULAR, FROM THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD RIGHT-OF-WAY; THENCE N 39°18'09" W, PARALLEL WITH SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY LINE AND 100.0 FEET NORTHEASTERLY THEREFROM, A DISTANCE OF 796.96 FEET; THENCE N 50°41'51" E, A DISTANCE OF 444.00 FEET; THENCE N 39°18'09" W, A DISTANCE OF 300.00 FEET; THENCE S 50°41'51" W, A DISTANCE OF 444.00 FEET; THENCE N 39°18'09" W, PARALLEL WITH SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY LINE AND 100.0 FEET NORTHEASTERLY THEREFROM, A DISTANCE OF 163.09 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF AFORESAID EAST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 883, PAGE 502, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE N 01°45'52" W, ALONG SAID EAST BOUNDARY AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, A DISTANCE OF 3044.51 FEET TO THE POINT OF BEGINNING; BEING AND LYING IN SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA.

CONTAINING 130.78 ACRES, MORE OR LESS.

Exhibit B Continued  
Sketch of the Premises

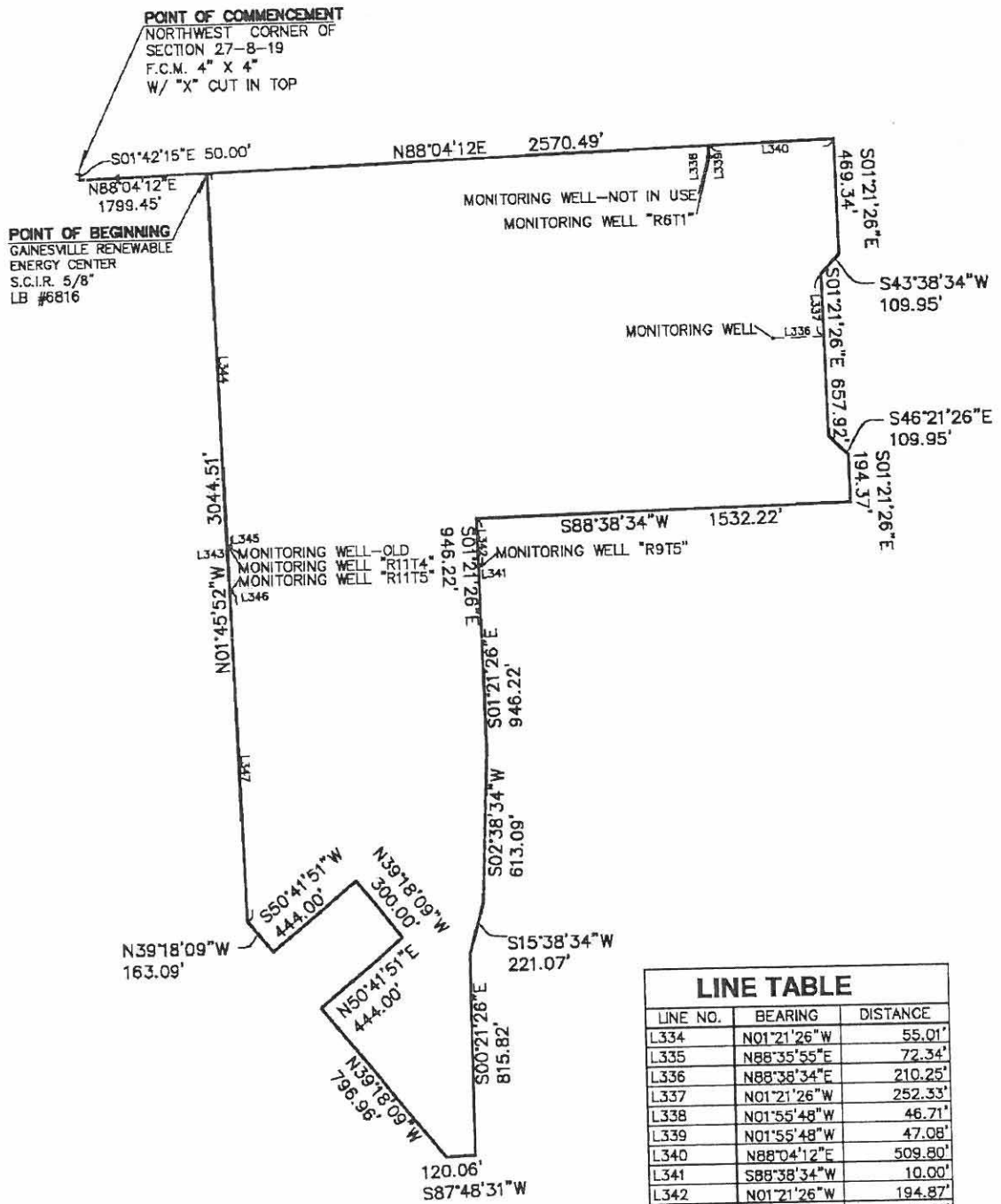


Exhibit B Continued  
Legal Description of the Ingress/Egress Easement

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; THENCE S 01°42'15" E, ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 50.00 FEET, TO A CONCRETE MONUMENT FOUND STAMPED "GFY LB021" MARKING THE INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF NW 128TH LANE; THENCE RUN N 88°04'12" E, ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 1799.45 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 883, PAGE 502; THENCE S 01°45'52" E, ALONG SAID EAST LINE AND NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, A DISTANCE OF 3208.64 FEET TO A CONCRETE MONUMENT FOUND STAMPED "RLS 509", MARKING THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF A 120.0 FOOT WIDE CSX RAILROAD RIGHT-OF-WAY; THENCE S 39°18'09" E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1229.34 FEET FOR A POINT OF BEGINNING; THENCE, CONTINUE S 39°18'09" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT LIES N 39°18'09" W, A DISTANCE OF 161.11 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°03'17", A DISTANCE OF 143.56 FEET TO THE PT OF SAID CURVE; THENCE N 00°21'26" W, A DISTANCE OF 112.06 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY LINE OF THE GAINESVILLE RENEWABLE ENERGY CENTER; THENCE S 87°48'31" W ALONG SAID BOUNDARY LINE, A DISTANCE OF 120.06 FEET; THENCE S 00°21'26" E, A DISTANCE OF 108.22 FEET TO THE PC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 41.11 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THOROUGH A CENTRAL ANGLE OF 51°03'17", A DISTANCE OF 36.63 FEET TO THE PT OF SAID CURVE AND THE POINT OF BEGINNING; BEING AND LYING IN SECTION 27, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA.

Exhibit B Continued  
Sketch of the Ingress/Egress Easement

