

**SCHEDULES TO THE  
ASSET PURCHASE AGREEMENT**

**by and between**

**GAINESVILLE RENEWABLE ENERGY CENTER, LLC,**

**as Seller**

**and**

**CITY OF GAINESVILLE, FLORIDA d/b/a  
GAINESVILLE REGIONAL UTILITIES,**

**as Buyer**

**[\_\_\_\_\_], 2017**

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The attached Schedules have been prepared and delivered in accordance with the Asset Purchase Agreement (the "Agreement"), dated as of [\_\_\_\_\_], 2017, by and between Gainesville Renewable Energy Center, LLC ("Seller") and City of Gainesville, Florida d/b/a Gainesville Regional Utilities ("Buyer"). Capitalized terms used but not defined in the Schedules shall have the meanings assigned to such terms in the Agreement. Seller may, at its option, include in the Schedules items that are not material, or otherwise not expressly required to be included, in order to avoid any misunderstanding, and any such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgment or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of the Agreement. Information disclosed in any Schedule shall constitute a disclosure for purposes of all other Schedules notwithstanding the lack of specific cross-reference thereto, but only to the extent the applicability of such disclosure to such other Schedule is reasonably apparent. In no event shall the inclusion of any matter in the Schedules be deemed or interpreted to broaden Seller's representations, warranties, covenants or agreements contained in the Agreement. The mere inclusion of an item in the Schedules shall not be deemed an admission by the Seller that such item represents a material exception or fact, event, or circumstance or that such item had, or has, could, could not, would, would not, is or is not reasonably likely to, would reasonably be likely to or would not reasonably be likely to, be or result in, or otherwise have, a Material Adverse Effect. The headings contained in these Schedules are for convenience of reference only and shall not be deemed to modify or influence the interpretation of the information contained in the Schedules or the Agreement.

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**Schedule 1.1(A) Buyer and Seller Knowledge Persons**

Buyer Knowledge Persons

Ed Bielarski  
Justin Locke  
Tom Brown

Seller Knowledge Persons

James Gordon  
Leonard Fagan  
Albert Morales

**Schedule 1.1(B) Permitted Interim Actions**

None.

**Schedule 1.1(C) Project Level Debt**

Outstanding debt provided to Seller pursuant to the Credit Agreement, dated as of June 30, 2011, among Seller, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Coordinating Lead Arranger, and the various Lenders and other parties thereto.

Floating-to-fixed interest rate swaps pursuant to the following agreements:

- ISDA Master Agreement, dated as of June 30, 2011, between Seller and Credit Agricole Corporate and Investment Bank.
- ISDA Master Agreement, dated as of June 30, 2011, between Seller and ING Capital Markets LLC.
- ISDA Master Agreement, dated as of June 30, 2011, between Seller and Natixis, New York Branch.
- ISDA Master Agreement, dated as of June 30, 2011, between Seller and Rabobank Nederland, New York Branch.
- ISDA Master Agreement, dated as of June 30, 2011, between Seller and Societe Generale.
- ISDA Master Agreement, dated as of June 30, 2011, between Seller and The Bank of Tokyo -Mitsubishi UFJ, Ltd.

**Schedule 1.1(D) Permitted Liens**

~~[None.]~~<sup>†</sup>

Liens identified in the First American Title Insurance Company's Ownership and Encumbrance Report, Customer Reference Number: G605 and First American File Number: 1068-3811076, together with the Title Opinion Letter dated as of July 21, 2017 issued by Norris & Norris, P.A.

<sup>†</sup>~~Note to Draft: To be updated to include the matters, if any, identified in title report ordered by Seller.~~

**Schedule 1.1(E) Seller Credit Support**

\$5,000,000 performance security deposit posted by Seller pursuant to the Power Purchase Agreement.

~~[Subject to Seller's continuing review pending Buyer's determination of which Contracts will be Assigned Contracts.]~~

**Schedule 2.1(a)(i) Spare Parts Inventory**

Please see the attached list of spare parts inventory.



## Schedule 2.1(a)(iv) Tangible Personal Property

### **2.1(a)(iv)-1 (Owned Tangible Personal Property)**

#### Rolling Stock and Certain Other Fixtures

<b>Description</b>	<b>Quantity</b>
John Deere Gator Utility Vehicle	2
2012 Ford 350 Pickup	1
2012 Ford 150 Pickup	1
Fuel Trailer	1
Wagner Chip Dozer	1
Caterpillar Wheel Loader	1
Remanufactured Wagner Chip Dozer	1
Bottom Ash Containers	2
Water Truck	1
Caterpillar Skidsteer	1
Electric Forklift	1
Bottom Ash Hoppers	2
Power Mower	1
Chip Van	2
Microwave Ash Furnace	1
Fuel Sample Pulverizer	1
Motorola Mobile Radios	2
Portable Handsets	25
Security Camera Substation	1
Front Gate	1
Lube Oil Storage Building	1
Nitrogen Generator	1
Natural Gas Connection	1

#### Additional Fixtures and Improvements

<b>Fixture / Improvement</b>	<b>Description</b>
Bubbling Fluidized Bed (BFB) Boiler and Associated Equipment	See <b>Appendix I</b> .  Supplied by Metso (now Valmet).
Continuous Emission Monitoring System	For stack monitoring mounted on the boiler.
Biomass Fuel Handling System	Consists of 3 truck tippers, 2 sets of screens and hogs, an automatic stacker / reclaimer system, a manual stacker / reclaimer system and a series of

	<p>conveyors.</p> <p>The system provided includes equipment to weigh trucks, receive the fuel, size the fuel to acceptable limits, store the fuel, reclaim the fuel and convey the fuel to the boiler silos.</p>
Ash Collection and Storage System	<p>For both the bottom ash and fly ash generated by the BFB boiler and emissions control equipment.</p> <p>Consists of a vacuum pneumatic fly ash collector, a steel storage silo, a telescopic dry unloader and pugmill.</p>
Single Casing Steam Turbine	<p>Siemens Model SST-900, which includes a symmetrical casing.</p> <p>Consists of a single valve inlet, axial condensing exhaust and has been customized to allow bleed ports for feed water heating.</p>
BRUSH DAX Two-Pole Air-Cooled Cylindrical Rotor Generator	60 Hz three-phase type designed to operate at a 0.85 (lagging) power factor under 13.8 kV and 116,450 MW (136.59 MVA) output.
Feedwater System	Consists of 4 feedwater heaters (1 LP heater, 1 deaerator and 2 HP heaters).
Heat Rejection System	Consists of a Holtec single two-pass surface condenser, circulating water system, 5 cell induced draft counter flow cooling tower and closed-loop auxiliary cooling system.
Fire Protection System	Consists of a 100% capacity electric motor driven pump, a 100% capacity diesel engine driven pump, raw water storage tank, other fire protection system equipment and a jockey pump.
Mechanical BOP Systems	See <b>Appendix II</b> .
Foundations	<p>For the various fixtures and improvements referenced above, including:</p> <ul style="list-style-type: none"> <li>• For shallow foundations, structures are supported on conventional shallow foundations, post-tensioned slabs or thickened edge monolithic slabs</li> <li>•</li> <li>• For deep foundations, structures are supported on augered cast in-place (augercast) piles or drilled shafts for support of the heavily loaded structures</li> <li>• For large underground structures (e.g., truck tipper facility), structural slab systems in conjunction with anchor drilled piers are used to resist</li> </ul>

	buoyancy hydrostatic pressure due to high groundwater
Pavements	For roads and parking.
Buildings and Enclosures	Administration building, maintenance building, water treatment building, scale house building, cooling tower chemical system enclosure, oil storage enclosure, laboratory enclosure, 4 power distribution enclosures and cooling tower switchgear enclosure.
Water Supply System	Consists of 2 onsite wells, a 1,000,000 gallon CW makeup / fire water tank, a separate 50,000 gallon tank for water to be used for service water and supply to the cycle makeup treatment system, a pipeline delivering City of Alachua reclaimed water to the water tank and a cycle makeup treatment system in a reverse osmosis (RO) / electro-deionization (EDI) configuration.
Zero Liquid Discharge (ZLD) System	Consist of a brine concentrator and crystallizer and 75,000 gallon waste water tank.
Sanitary Wastewater System	Consists of a network of gravity drain piping, an onsite sewer lift station and a DGS sanitary system.
Other Water Treatment Equipment	Including 3 oil / water separators and wastewater sumps.
High Voltage Electric System	Utilizes a Pennsylvania Transformer GSU transformer to increase voltage provided by the STG to the 138 kV transmission system.  The high voltage system includes various relays, switches and breakers.
Auxiliary Electric Distribution System	Consists of: <ul style="list-style-type: none"> <li>• A 13.8 to 138 kV, two-winding, ONAN/ONAF/ONAF, 93/124/155 MVA, three-phase, delta-wye, 60 Hz, 65C rise transformer</li> <li>•</li> <li>• A 138 to 4.16 kV, three-phase, 60 Hz, delta-wye 65C rise transformer</li> <li>•</li> <li>• A battery connected DC system or uninterruptible power supplies (UPS)</li> <li>•</li> <li>• Grounding, lightning and cathodic protection systems</li> <li>•</li> <li>• A standby diesel engine generator</li> </ul>
Lightning Protection System	Consists of air terminals on roofs, roof-mounted mechanical equipment, stacks, parapets,

	penthouse roofs, bonding of structure and other metal objects, grounding electrodes and interconnecting conductors.
4,500 Foot Single-Circuit Transmission Line	From the Project's 138 kV switchyard to the Project's dead-end structure located just outside of the Buyer 138 kV switching station.  Transmission line includes fiber-optic cable that is used for primary and redundant line relaying schemes.
Instrumentation and Control System	Consists of a microprocessor-based integrated control and data acquisition system providing control and monitoring of Project equipment from the central control room.
Hoists	Various hoists located with the Project for maintenance activities.  8 manually operated monorail chain hoists are located within the Project for maintenance and access of equipment, including the boiler feed pumps, shop, condensate pumps, circulating water pumps, auxiliary cooling pumps and wood yard hogs.  14 electric hoists are provided for maintenance of the boiler equipment.

#### Bulk Process Chemicals and Bulk Process Lubricants

All quantities in the immediately following table are approximate as of July 2017.

Chemical / Lubricant	Description	Quantity
TOTE / DRUM		
Sulfuric Acid	66 Be technical grade 93%	600 GAL
Sodium Hydroxide	50%, Rayon grade	630 GAL
Sodium Hypochlorite	12%	450 GAL
	10% NSF / Pharma Grade	30 GAL
ZLD Seeding	Terra Alba	6,000 LBS
ZLD Anti-Scalant	Hypersperse MDC700	55 GAL
ZLD Anti-Foam	FO-321	69 GAL
WT Sodium Bisulfite	BD DCL30	138 GAL
WT Anti-Scalant	Hypersperse MDC150	138 GAL
RO Membrane Cleaner Acid	Kleen MCT103	30 GAL
RO Membrane Cleaner Caustic	Kleen MCT511	62 GAL
CT Non-Oxidizing Biocide	Spectrus NX 1100 / CT 1300	20 GAL
CT Anti-Foam	Foamtrol AF 1440	165 GAL
CT Corrosion Inhibitor	CorrShield MD4100	55 GAL
Amine	Steamate NA 1321	240 GAL
Oxygen Scavenger	CorTrolOS 5607	440 GAL

Phosphate	Optisperse HP3100	96 GAL
	Optisperse HP2100	165 GAL
Lignon	DustTreat DC9112	275 GAL
NCM		220 GAL
BULK		
Sodium Bicarbonate		3.3 TONS
Ammonia		5,250 GAL
Acid		1,944 GAL
Sand		64 TONS
Sodium Hypochlorite	12%	938 GAL
GenGardGN 8004		680 GAL
Bulk Lube		1,431 GAL

### Office Equipment

Description	Quantity
Chairs	90
Tables	30
Phones	12
Desks	37
Printers	8
Monitors	26
File Cabinets (4 drawer)	26
Shelves	21
Touch Screen Kiosk 12" Display (tipper)	3
Jet Dust Collector	1
Jet Air Filtration	1
Retsch Grinder	1
Couch	1
Credenzas	3
Refrigerators	3
Hutches	11
Mail Box Hutches	3
Microwaves	3
Locking Bulletin Board	1
Partitions	7
Plan Racks	2
Projector	1
Shredder	1
Wall Divider	1

Wall Screen	1
Weather Station Unit	2

**2.1(a)(iv)-2 (Leased Tangible Personal Property)**

Extended Boom Fork Lift Truck

Great American Financial Services Leased Copier

## Appendix I – Major Boiler System Equipment

### EQUIPMENT

#### **Bubbling Fluidized Bed Boiler**

Drum, furnace, superheaters, steam attemperators, economizer bundle with headers, structural supports, and boiler casing.

#### **Combustion Air System**

- (a) Primary (fluidizing) air system including one air fan, silencer, inlet vane flow control, and ducting with air heater, fuel feed and ammonia system.
- (b) Secondary (Burner/Overfire) air system including one variable frequency controlled air fan, silencer, and ducting with air heater, constant velocity nozzles, and cooling air piping for main flame scanner.

#### **Flue Gas System**

Primary air tubular air heater, secondary air tubular air heater, flue gas ductwork , pulse jet baghouse, induced draft fan, and insulated carbon steel flue gas stack.

#### **Flue Gas Recirculation (FGR) System**

One Flue gas recirculation fan with inlet vane flow control and ducting.

#### **Fuel Feed System**

Two metering bins totaling approximately 45 minutes of storage capacity, including rotating screw reclaimers, two drag chain conveyors, six metering screws, six rotary airlocks, fuel chutes, and structure.

#### **Sand Feed System**

One sand storage silo with pneumatic fill line, vent piping, and structure. One sand chute with rotary feeder discharge valve.

#### **Coarse Material Handling System**

Twelve removal hoppers with manual and pneumatic isolation gate valves, three water cooled screw conveyors, one drag conveyor with multiple inlets, and a material sieving and recirculation system.

#### **Fly Ash Handling System**

Two second pass ash hoppers, one third pass hopper with two motor driven screw conveyors, one ash transfer screw, and multiple bag filter hopper outlet connections.

#### **Burners**

Four natural gas fired startup burner assemblies.

#### **SCR System**

Vanadium pentoxide based catalyst bed, one forwarding skid, including two piston type

metering pumps, ammonia valve racks, and ammonia injection manifolds.

**Deaerator**

One deaerator with storage tank and supporting steel.

**Other**

Distributed Control System (DCS), transmitters and elevator.

**Appendix II – Mechanical Balance of Plant**

<b>SYSTEM</b>	<b>MANUFACTURER</b>	<b>EQUIPMENT</b>
Compressed Air	Atlas Copco	Two 100 % Compressors
Circulating Water	Flowserve	Two 60% Capacity Pumps
Closed Cooling	Alfa Laval and Flowserve	Heat Exchangers and Pumps
Condensate	Flowserve	2 100% Capacity Pumps
General Service	Flowserve	5 Centrifugal Pumps
Boiler Feed	Flowserve	2 100% Capacity Pumps



**Schedule 2.1(a)(vi) Deposits; Prepaid Expenses**

None.

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**Schedule 2.1(b)(xi) Excluded Assets**

Mobile phones utilized by Project staff, including employees of Energy Management, Inc., NAES Corporation and BioResource Management.

**Schedule 2.1(c)(v) Assumed Liabilities**

None.

**Schedule 2.1(d)(vi) Excluded Liabilities**

None.

#### **Schedule 4.1(d) -1 Pre-Closing Seller Approvals and Consents**

~~Approval of the Lenders of Payoff letter with respect to the Project Level Debt as provided in Section 3.3(i) of the Agreement.~~

Authorization by the FERC of the sale and disposition of the Project pursuant to Section 203 of the Federal Power Act.

~~Approval by the FDEP of the transfer of the Conditions of Certification issued to Seller under the Florida Electric Power Plant Siting Act, PA 09-55, PA 09-55, pursuant to FDEP Rule 62-17.211(3) of the Florida Administrative Code.~~

~~Filing of Public Drinking Water System Update form in respect of Drinking Water Operating License, FDEP Division of Water Resource Management, PWS 2014223~~

#### **Schedule 4.1(d)-2 Post-Closing Seller Approvals and Consents**

Approval by the FDEP of the transfer of Title V Air Operation Permit No. 0010131-004-AV pursuant to FDEP Rule 62-4.120 of the Florida Administrative Code (application to be filed within 30 days after Closing).<sup>2</sup>

Filing of a Notice of Termination with FDEP for the Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity, No. FLR05H580.

~~Approval by the FDEP of the transfer of the Conditions of Certification issued to Seller under the Florida Electric Power Plant Siting Act, PA 09-55, PA 09-55, pursuant to FDEP Rule 62-17.211(3) of the Florida Administrative Code.~~

Approval by the Suwannee River Water Management District, City of Alachua, Buyer and Seller of the assignment of Seller's rights and obligations under the Memorandum of Understanding, dated as of August 9, 2010, among Suwannee River Water Management District, Buyer, City of Alachua and Seller.<sup>3</sup>

~~[Subject to continuing review by Seller and its regulatory counsel.]~~

~~Change in ownership in respect of Special Purpose Personnel Elevator Certificate of Operation, Florida Department of Business and Professional Regulation, Bureau of Elevator Safety, License No. 100269~~

<sup>2</sup> ~~Note to Draft: Seller does not contemplate that this approval will be a condition precedent to Buyer's or Seller's obligations under the Agreement and intends to carve this approval out from the cross references to Schedule 4.1(d) in Sections 3.3 and 3.4 of the Agreement.~~<sup>1</sup>

<sup>3</sup> ~~Note to Draft: Seller does not contemplate that this approval will be a condition precedent to Buyer's or Seller's obligations under the Agreement and intends to carve this approval out from the cross references to Schedule 4.1(d) in Sections 3.3 and 3.4 of the Agreement.~~



**Schedule 4.1(f) \_\_\_\_\_ Litigation**

None.

**Schedule 4.2(a) Title to and Interest in Tangible Personal Property**

None.



**Schedule 4.2(b) Material Contracts; Consents and Approvals<sup>4</sup>**

Principal Agreements with Buyer

\*Power Purchase Agreement for the Supply of Dependable Capacity, Energy and Environmental Attributes from a Biomass-Fired Power Production Facility, dated as of April 29, 2009, between Seller and Buyer, and as amended by that certain Equitable Adjustment for Change of Law of the Power Purchase Agreement, dated as of March 16, 2011, between Seller and Buyer, as amended by Sections 5(b) through 5(j) of the Consent and Agreement, dated as of June 30, 2011, between Seller and Buyer and Union Bank, N.A., as collateral agent for the Lenders and other Secured Parties referred to in the Credit Agreement.

\*Equitable Adjustment for Change of Law of the Power Purchase Agreement for the Supply of Dependable Capacity, Energy and Environmental Attributes from a Biomass-Fired Power Production Facility, dated as of March 16, 2011, between Seller and Buyer.

Consent and Agreement, dated as of June 30, 2011, between Seller and Buyer and Union Bank, N.A., as collateral agent for the Lenders and other Secured Parties referred to in the Credit Agreement.

\*Lease Agreement, dated as of September 28, 2009, between Seller and Buyer.

\*Corrective Lease Agreement, effective as of September 28, 2009, between Seller and Buyer.

Large Generator Interconnection Agreement, dated as of November 16, 2010, between Seller and Buyer.

Standby, Supplemental and Startup Power Agreement, dated as of September 5, 2012, between Seller and Buyer.

Natural Gas Contract ~~between~~, dated as of April 4, 2012, between Seller and Buyer.

Hague Substation Agreement, dated as of September 28, 2012, between Seller and Buyer.

Principal Operations-Related Agreements

Contract for the Operation and Maintenance of a Biomass-Fired Power Production Facility, dated as of June 14, 2011, between Seller and NAES Corporation.

Sand Supply Agreement, dated as of October 23, 2012, between Edgar Minerals and Seller.

Sodium Bicarbonate Supply Agreement, dated as of September 21, 2011, between Solvay

<sup>4</sup>~~Note to Draft:~~ Contracts marked with an asterisk constitute Assumed Contracts. ~~Buyer to advise if it desires to assume any additional Contracts.~~

Chemicals, Inc. and Seller.

Waste & Disposal Services Agreement, dated as of September 1, 2013, between Heart of Florida Environmental and Seller.

Customer Advantage Agreement, dated as of August 1, 2013, between Seller and Valmet Inc.

Memorandum of Understanding, dated as of August 9, 2010, among Suwannee River Water Management District, Buyer, City of Alachua and Seller.

#### Fuel Supply and Management Agreements

Biomass Services Agreement, dated as of June 20, 2011, between BioResource Management and Seller.

#### Biomass Supply Agreements:

- Biomass Supply Agreement, dated as of August 8, 2016, between Seller and AMC Recycling, LLC.
- Biomass Supply Agreement, dated as of December 12, 2016, between Seller and Harley Forest Products, LLC.
- Biomass Supply Agreement, dated as of March 19, 2015, between Seller and M.A. Rigoni, Inc.
- Biomass Supply Agreement, dated as of May 30, 2012, between Seller and Columbia Timber Company.
  - o Amendment, dated as of May 8, 2015, to Biomass Supply Agreement, dated as of May 30, 2012, between Seller and Columbia Timber Company.
- Biomass Supply Agreement, dated as of July 24, 2013, between Seller and Ward Timber, LLC.
  - o Amendment, dated as of May 26, 2014, to Biomass Supply Agreement, dated as of July 24, 2013, between Seller and Ward Timber, LLC.
  - o Amendment, dated as of March 5, 2015, to Biomass Supply Agreement, dated as of July 24, 2013, between Seller and Ward Timber, LLC.
  - o Amendment, dated as of July 22, 2016, to Biomass Supply Agreement, dated as of July 24, 2013, between Seller and Ward Timber, LLC.
- Biomass Supply Agreement, dated as of March 2, 2015, between Loncala, Incorporated and Seller.
- Biomass Supply Agreement, dated as of May 15, 2012, between RJ Nathe & Sons, Inc.
  - o Amendment, dated as of November 15, 2013, to Biomass Supply Agreement, dated as of May 15, 2012, between Seller and RJ Nathe & Sons, Inc.
  - o Amendment, dated as of May 22, 2014, to Biomass Supply Agreement, dated as of May 15, 2012, between Seller and RJ Nathe & Sons, Inc.

#### Additional Agreements

Supplemental Agreement, dated as of July 12, 2010, between Buyer, Seller and CSX Transportation, Inc.

Supplemental Agreement, dated as of May 3, 2011, between Buyer, Seller and CSX Transportation, Inc.

Terms and Conditions of the Easement for Ingress/Egress recorded in O.R Book 3909, Page 2082, Public Records of Alachua County, Florida; as affected by Corrective Easement for Ingress/Egress, between the City of Gainesville, Florida and Seller, dated as of June 13, 2011, as recorded on June 22, 2011, in O.R. Book 4039, at page 493.

Service Level Agreement, dated as of June 21, 2016, between Seller and Auxzillium, LLC.

Customer Service Agreement, dated as of August 28, 2012, between Seller and Windstream Communications Inc.

**Schedule 4.2(f) Governmental Approvals**

All items set forth on Schedule 4.2(i)(ii) are incorporated herein by reference.

Special Purpose Personnel Elevator Certificate of Operation, Florida Department of Business and Professional Regulation, Bureau of Elevator Safety, License No. 100269

Weighing and Measuring Device Permit, Florida Department of Agriculture and Consumer Services, issued February 2, 2017 – Registration No. WM21942

Fire Alarm Permit, Alachua County Alarm Reduction Unit – Permit No. 50226300

Drinking Water Operating License, FDEP Division of Water Resource Management, PWS 2014223

| [Federal Communications Commission Radio License](#)

| ~~[Subject to continuing review by Seller and its regulatory counsel.]~~

**Schedule 4.2(g) \_\_\_\_\_ Litigation**

None.

## Schedule 4.2(i)(i) Environmental Matters

### Release of Hazardous Materials

4/29/15 @ 08:18 Contractor Veolia hydroblaster lube/hydraulic leak < 1 quart east of ZDS filter press on limerock and roadway

7/21/15 @ 15:00 Wagner hydraulic line failure ~ 6 gallons south edge of manual pile, just north of PDC on limerock

7/21/15 @ 18:30 Tipper Bay 2 tractor trailer rig hydraulic line ~ 70 gallon reservoir on pavement and in tipper sump

9/25/15 @ 14:00 Rental Lull hydraulic fluid from reservoir vent < 5 gallons from filter press to south road to north roadway to gravel parking area west of maintenance shop

3/3/16 @ 12:15 Skidsteer hydraulic line failure < 4 gallons on limerock, south side of dead yard

7/3/16 @ 11:00 CAT loader hydraulic oil ~ 15 gallons on main entrance roadway

9/29/16 @ 22:00 South oil water separator reverse osmosis reject process water overflow 9,225 gallons in limerock area, pumped to cooling tower basin and captured in west road stormwater catch basin/east pond

### Environmental Claims

Various individuals from Alachua County Public Works Department have made claims regarding odors, dust and other emissions from the Project.

Various speakers at the Gainesville City Commission and UAB meetings have made various claims regarding odors, dust and other emissions from the Project.

### Orders, Decree or Judgments

None.

**Schedule 4.2(i)(ii) Environmental Approvals held by Seller**

Title V Air Operation Permit, Permit No. 0010131-004-AV

Multi-Sector Generic Permit (MSGP) for Stormwater Discharge Associated with Industrial Activity (FDEP) – Facility ID: FLR05H580

Memorandum of Understanding, dated as of August 9, 2010, among Suwannee River Water Management District, Buyer, City of Alachua and Seller (Ground Water Use Permit)

Conditions of Certification pursuant to the Florida Power Plant Siting Act (COC/FDEP), PA 09-55, PA 09-55A

FDEP Certification of Consistency with Section 401 of the Clean Water Act standards and Florida Coastal Management Program under Section 3076 of the CZMA by letter dated January 4, 2010

Storage Tank Registration (FDEP) – Facility ID: 9813790, 2017-2018 Placard No. 517276

FDEP PWS – Potable Water System certification letter, April 11, 2013 – Non-transient, non-community water system

Certification of Compliance of Solid Waste Handling Plan (FDEP) by letter dated January 24, 2014

~~[Subject to continuing review by Seller and its regulatory counsel.]~~





**Schedule 5.1(d) -1 Pre-Closing Buyer Approvals and Consents**

Approval of the Gainesville City Commission as contemplated by Section 9.17 of the Agreement.

~~[To be completed by Buyer.]~~

[Authorization by the FERC of the sale and disposition of the Project pursuant to Section 203 of the Federal Power Act.](#)

[Approval by the FDEP of the transfer of the Conditions of Certification issued to Seller under the Florida Electric Power Plant Siting Act, PA 09-55, PA 09-55, pursuant to FDEP Rule 62-17.211\(3\) of the Florida Administrative Code.](#)

[Filing of Public Drinking Water System Update form in respect of Drinking Water Operating License, FDEP Division of Water Resource Management, PWS 2014223](#)

**Schedule 5.1(d)-2 Post-Closing Buyer Approvals and Consents**

[Filing of new Fire Alarm Permit Application, Alachua County Alarm Reduction Unit](#)

[Permit renewal notice in respect of Weighing and Measuring Device Permit, Florida Department of Agriculture and Consumer Services, issued February 2, 2017 – Registration No. WM21942](#)

[Filing of new Storage Tank Registration \(FDEP\) Form – Facility ID: 9813790](#)

**Schedule 6.1(c) Transitional Support**

| ~~[To be proposed by Buyer.]~~

[See attached.](#)

## **Exhibit D – Fuel Price Adjustment Determination Procedure**

The Parties agree that 40,000 as-received tons of fuel (the “Fuel Inventory Baseline Quantity”) meets the on-site fuel inventory requirement set forth in Section 4.2 of the Power Purchase Agreement.

No more than 90 days prior to the Closing Date, Seller shall have the volume of the fuel inventory pile measured by a third party surveying and mapping firm (such as Nobles Consulting Group, Inc. or other firm with similar experience and capabilities) utilizing 3D laser scanning, photogrammetry or other technique providing a similar degree of accuracy.

The volume of fuel as determined by such third party shall be converted to a weight by using a conversion ratio of ~~1~~0.01425 tons of green fuel per cubic yardfoot of volume. The resulting tonnage shall be deemed to be the existing fuel inventory as of the date of the measurement (the “Actual Fuel Pile Inventory”).

The Actual Fuel Pile Inventory shall be adjusted for changes occurring from the date of the fuel pile measurement (as described above) to the Closing Date as follows:

- The tons of fuel received and accepted onsite during the period, as measured by Seller’s fuel receiving and fuel yard management system in keeping with prior practice, shall be added to the Actual Fuel Pile Inventory; and
- Fuel consumed by Seller during the period, as measured by solid fuel flow in TPH as measured by the plant metering screw as shown on the daily Plant Log Report` in keeping with prior practice, shall be subtracted from the Actual Fuel Pile Inventory.

The Fuel Price Adjustment shall be calculated as:

- if the Actual Fuel Pile Inventory on the day prior to the Closing Date is greater than the Fuel Inventory Baseline Quantity, the excess of the Actual Fuel Pile Inventory over the Fuel Inventory Baseline Quantity (i.e., a positive number), in tons, multiplied by \$28.25 per ton; or
- if the Actual Fuel Pile Inventory on the day prior to the Closing Date is less than the Fuel Inventory Baseline Quantity, the shortfall of the Actual Fuel Pile Inventory from the Fuel Inventory Baseline Quantity (expressed as a negative number), in tons, multiplied by \$28.25 per ton.

Document comparison by Workshare Compare on Wednesday, August 09, 2017  
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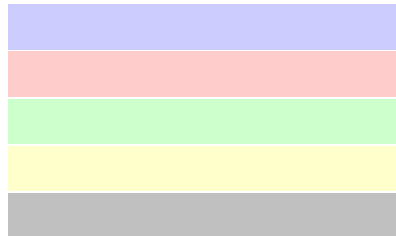
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Total changes

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**ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT**, dated as of \_\_\_\_\_, 2017 (the “Escrow Agreement”), by and among CITY OF GAINESVILLE, FLORIDA, a municipal corporation d/b/a/ Gainesville Regional Utilities (“Buyer”), GAINESVILLE RENEWABLE ENERGY CENTER, LLC, a Delaware limited liability company (“Seller”), and WILMINGTON TRUST, NATIONAL ASSOCIATION (“Escrow Agent”).

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement, dated as of \_\_\_\_\_, 2017 (the “APA”);

WHEREAS, pursuant to the APA, Eighteen Million, Seven Hundred Fifty Thousand and 00/00 (\$18,750,000.00) Dollars of the purchase price to be paid by Buyer to Seller is to be paid to the Escrow Agent pursuant to Section 3.2(d) of the APA (the “Escrow Amount”) and is to be placed into escrow for the payment of any indemnified claims for which Seller may be liable pursuant to Article VII of the APA; and

WHEREAS, Buyer and Seller wish to engage Escrow Agent to act, and Escrow Agent is willing to act, as escrow agent hereunder in respect of the Escrow Amount and, in that capacity, to hold, administer and distribute the amounts to be deposited in escrow hereunder in accordance with, and subject to, the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the premises, and further consideration of the covenants set forth hereafter, it is hereby agreed mutually as follows:

**1. DESIGNATION AS ESCROW AGENT.**

Subject to the terms and conditions hereof, Buyer and Seller hereby appoint Wilmington Trust, National Association as Escrow Agent and Wilmington Trust, National Association hereby accepts such appointment.

**2. DEPOSIT OF ESCROW FUNDS.**

(a) Following execution of this Escrow Agreement, Buyer shall deposit the Escrow Amount into the following account (the “Escrow Account”) established with Escrow Agent: A/C# \_\_\_\_\_. The deposit is referred to herein as the “Escrow Deposit”, and the date of the Escrow Deposit is referred to herein as a “Deposit Date”.

(b) Escrow Agent will hold the Escrow Deposit in the Escrow Account, together with all investments thereof and all interest accumulated thereon and proceeds therefrom, in escrow upon the terms and conditions set forth in this Escrow Agreement and shall not disburse funds from the Escrow Account except as provided herein.

(c) Escrow Agent shall invest the Escrow Account in Permitted Investments, including the Wilmington U.S. Government Money Market Fund, pursuant to written instructions delivered by Seller to the Escrow Agent. Seller and Buyer acknowledge that any such investment is not an obligation of Wilmington Trust, National Association or Wilmington Trust Corporation, is not a deposit and is not insured by the FDIC. To the extent Seller instructs

the Escrow Agent to invest in the Wilmington U.S. Government Money Market Fund, Escrow Agent or its affiliate may be compensated by the mutual fund for services rendered in its capacity as investment advisor, or other service provider, such as provider of shareholder servicing and distribution services, and such compensation is both described in detail in the prospectus for the fund, and is in addition to the compensation, if any, paid to Wilmington Trust, National Association in its capacity as Escrow Agent hereunder. For purposes of Section 2(c) of this Escrow Agreement, “Permitted Investments” shall mean (i) direct obligations of the United States, or of any agency of the United States, or obligations guaranteed as to principal and interest by the United States or any agency of the United States, (ii) demand deposits, certificates of deposit and bankers’ acceptances issued by any Acceptable Bank, (iii) commercial paper rated A-1 or P-1 by S&P or Moody’s, respectively, (iv) repurchase agreements fully secured by obligations described in clause (i) above with any Acceptable Bank and (v) shares in money-market mutual funds having assets of \$1,000,000,000 or more that invest solely in securities described in clauses (i) through (iv) above, and “Acceptable Bank” shall mean any bank or trust company which is organized under or is licensed as a branch or agency under the laws of the United States or any state thereof which has outstanding unguaranteed and unsecured long-term indebtedness which is rated “A” or better by S&P and “A2” or better by Moody’s (or an equivalent rating by another nationally recognized statistical rating organization of similar standing if neither such corporation is in the business of rating unsecured bank indebtedness).

### **3. DISBURSEMENT OF ESCROW ACCOUNT.**

The procedure for payments from the Escrow Account shall be as follows:

(a) From time to time so long as any amounts shall remain on deposit in the Escrow Account, if Buyer determines in good faith that Buyer or any other of its Affiliates (as defined in the APA) is entitled to indemnification under Article VII of the APA, Buyer may request payment from the Escrow Account by giving written notice of the claim to Escrow Agent and to Seller, which notice shall state that the claim is being made pursuant to this Escrow Agreement, and shall describe in reasonable detail the nature of the claim, the amount thereof if then ascertainable and, if not then ascertainable, a good faith estimate of the estimated amount thereof (provided however, that the notice shall include a specific estimated dollar amount), the provision(s) in the APA on which the claim is based and the method by and date on which such notice was given to each recipient and certifying, in the case of the notice to Escrow Agent, that Buyer has used reasonable efforts to confirm the actual receipt by Seller of such notice. The Escrow ~~agent~~Agent shall forward such written notice to Seller within two (2) business days of receipt thereof in a manner specified in Section 5 hereof. The Escrow Agent shall be entitled to assume that Seller has received any such written notice of a claim from Escrow Agent on the same date such notice is forwarded to Seller by the Escrow Agent in accordance with this Section 3(a). Notwithstanding that the aggregate amount of the Escrow Deposit from time to time shall be available to satisfy claims under the APA, Buyer acknowledges and agrees that any claim made hereunder in respect of the APA shall be limited by the terms of the APA.

(b) If, within thirty (30) calendar days after the date on which Escrow Agent forwards to Seller the written notice of a claim received from Buyer in accordance with Section 3(a), Escrow Agent has not actually received written objection to such claim from Seller, the claim stated in such notice shall be conclusively deemed to be approved by Seller and Escrow Agent

shall promptly thereafter pay to Buyer from the Escrow Account an amount equal to the amount of such claim as stated in Buyer's notice to the extent of the funds in the Escrow Account. The Escrow Agent shall be entitled to conclusively rely upon the information contained in such written notice of a claim from Buyer.

(c) If, within thirty (30) calendar days after the date on which Escrow Agent forwards to Seller the written notice of a claim received from Buyer in accordance with Section 3(a), Escrow Agent shall have actually received from Seller a written objection to the claim by Buyer (a copy of which objection shall in each case be sent to Buyer by Seller in a manner specified in Section 5 hereof), then such claim as submitted by Buyer shall be deemed to be an "Open Claim" and Escrow Agent shall not disburse the amount of such claim, but shall reserve within the Escrow Account an amount equal to the amount of the Open Claim (which amount for each Open Claim is referred to herein as the "Claim Reserve").

(d) The amount constituting the Claim Reserve for each Open Claim shall be paid by Escrow Agent from the Escrow Account to Buyer ~~or Seller, as applicable~~, only in accordance with (i) a joint written instruction by Buyer and Seller or (ii) a final judgment or order of a court of competent jurisdiction delivered by Buyer or Seller, as applicable, following resolution of the Open Claim in accordance with Section 3(e) below. If such Open Claim is not resolved prior to the time that funds on deposit in the Escrow Account would otherwise be distributed to Seller as provided in Section 3(f) hereof, the remaining portion of such Claim Reserve shall not be distributed to Seller pursuant to Section 3(f) but rather shall continue to constitute a part of the Escrow Account. The Escrow Agent shall be entitled to conclusively and exclusively rely upon any such joint written instruction or final judgment or order without further investigation.

(e) If Seller shall deliver a written objection to a claim by Buyer within the 30-day period referred to in Section 3(d) above, Seller and Buyer shall negotiate in good faith for a period of thirty (30) calendar days following delivery of such written objection by Seller to determine the appropriate amount, if any, of such Open Claim. If Seller and Buyer shall so determine the appropriate amount of Buyer's claim, within two business days following such determination, Seller and Buyer shall give Escrow Agent a joint written instruction as contemplated by Section 3(d). If Seller and Buyer have not made such determination during such 30-day period, then, to the extent such Open Claim remains in dispute, such Open Claim shall be resolved by such legal proceedings as shall be available to the parties. Upon receipt of a copy of a final and binding order or judgment with respect to the determination of such Open Claim, Escrow Agent will deliver the portion of the Escrow Deposit specified in such award to Buyer ~~or Seller, as applicable~~, to the extent directed in such order or judgment as contemplated by Section 3(d).

(f) Unless either (i) Buyer has made a request for payment in accordance with Section 3(b) with respect to which a written objection has not been received from Seller or (ii) an Open Claim shall be pending and unresolved as provided above in this Section 3, Escrow Agent shall distribute to Seller the entire amount constituting the Escrow Deposit on the first anniversary of the date hereof (or if such day shall not be a business day, on the next succeeding business day); provided, however, that, to the extent the amount of the remaining portion of the Escrow Deposit exceeds the aggregate amount of Claim Reserves in respect of pending and unresolved Open Claims on the first anniversary of the date hereof (or if such day shall not be a business day, on



the next succeeding business day), Escrow Agent shall distribute to Seller such excess amount. From and after the first anniversary of the date hereof, upon receipt of a copy of a final and binding order or judgment with respect to the determination of any unresolved Open Claim, Escrow Agent will deliver the portion of the Escrow Deposit specified in such award to Buyer or Seller, as applicable, to the extent directed in such order or judgment or pursuant to a joint written instruction by Buyer and Seller.

Notwithstanding anything contained herein to the contrary, in the event funds transfer instructions are given, whether in writing, by facsimile or otherwise, Escrow Agent is authorized (but not required) to seek confirmation of such instructions by telephone call-back, and Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons designated in the instructions. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by Escrow Agent. The parties to this Escrow Agreement acknowledge that such security procedure is commercially reasonable. Escrow Agent shall disburse funds from the Escrow Account pursuant to this Section 3 by wire transfer of immediately available funds. It is understood, however, that Escrow Agent may disburse any funds in the Escrow Account without any separate instructions, if such disbursements are in accordance with the terms of this Escrow Agreement.

#### **4. AUTHORITY OF ESCROW AGENT AND LIMITATION OF LIABILITY.**

(a) In acting hereunder, Escrow Agent shall have only such duties as are specified herein and no implied duties shall be read into this Agreement, and Escrow Agent shall not be liable for any act done, or omitted to be done, by it in the absence of its gross negligence or willful misconduct. Buyer and Seller hereby acknowledge and agree that Escrow Agent is not a party to, nor has Escrow Agent been provided with copies of the APA or any other documents or agreements referred to herein or therein and Escrow Agent shall have no duty to obtain, review or refer to the APA or any other documents or agreements in connection with Escrow Agent's administration of the Escrow Account or this Escrow Agreement.

(b) Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

(c) Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability and shall be fully protected in acting in accordance with the advice or opinion of such counsel.

(d) Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems, in its sole and absolute discretion, to be satisfactory.

(e) Buyer and Seller shall pay to Escrow Agent compensation for its services hereunder as set forth in the fee schedule attached hereto as Exhibit A. Escrow Agent shall have a first lien against the Escrow Account to secure the obligations of Buyer and Seller hereunder. The terms of this paragraph shall survive termination of this Agreement. Each of Buyer and Seller shall pay 50% of all compensation due and payable to the Escrow Agent pursuant to this Escrow Agreement.

(f) Buyer and Seller hereby agree, jointly and severally, to indemnify Escrow Agent, its directors, officers, employees and agents (collectively, the “Indemnified Parties”), and hold the Indemnified Parties harmless from any and against all liabilities, losses, actions, suits or proceedings at law or in equity, and any other expenses, fees or charges of any character or nature, including, without limitation, attorney’s fees and expenses, which an Indemnified Party may incur or with which it may be threatened by reason of acting as or on behalf of Escrow Agent under this Agreement or arising out of the existence of the Escrow Account, except to the extent the same shall be caused by Escrow Agent’s gross negligence or willful misconduct. Escrow Agent shall have a first lien against the Escrow Account to secure the obligations of the parties hereunder. The terms of this paragraph shall survive termination of this Agreement.

(g) In the event Escrow Agent receives conflicting instructions hereunder, Escrow Agent shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of Escrow Agent.

(h) Escrow Agent may resign as Escrow Agent, and, upon its resignation, shall thereupon be discharged from any and all further duties and obligations under this Agreement by giving notice in writing of such resignation to Buyer and Seller, which notice shall specify a date upon which such resignation shall take effect. Upon the resignation of Escrow Agent, Buyer and Seller shall, within sixty (60) calendar days after receiving the foregoing notice from Escrow Agent, designate a substitute escrow agent (the “Substitute Escrow Agent”), which Substitute Escrow Agent shall, upon its designation and notice of such designation to Escrow Agent, succeed to all of the rights, duties and obligations of Escrow Agent hereunder. In the event Buyer and Seller shall not have delivered to Escrow Agent a written designation of Substitute Escrow Agent within the aforementioned 60-day period, together with the consent to such designation by the Substitute Escrow Agent, the Escrow Agent may apply to a court of competent jurisdiction to appoint a Substitute Escrow Agent, and the costs of obtaining such appointment shall be reimbursable from Buyer and Seller and from the Escrow Funds.

## **5. NOTICES.**

Except as otherwise provided herein, any notice, instruction or instrument to be delivered hereunder shall be in writing and shall be effective upon receipt at the addresses set forth on the signature page hereof or at such other address specified in writing by the addressee, or if to the Escrow Agent, upon receipt via facsimile transmission or electronic mail, at the number or address set forth on the signature page hereof, or at such other number or address specified by Escrow Agent.

**6. AMENDMENT.**

This Escrow Agreement may not be amended, modified, supplemented or otherwise altered except by an instrument in writing signed by the parties hereto.

**7. TERMINATION.**

This Agreement will terminate upon the disbursement of all funds in the Escrow Account, as provided above, by the Escrow Agent.

**8. TAX REPORTING.**

The parties hereto, other than the Escrow Agent, agree that, for tax reporting purposes, all interest and other income earned from the investment of amounts in the Escrow Account (“Taxable Income”) in any tax year shall be allocated to Seller (“Taxpayer”) and that Taxpayer shall be treated as the owner of the amounts in the Escrow Account for federal income tax purposes. Upon execution of this Escrow Agreement, Taxpayer shall provide Escrow Agent with its certified tax identification number (“TIN”) on an executed Internal Revenue Service Form (“IRS”) W-9 or other applicable IRS Form. Taxpayer agrees to report all Taxable Income allocable to it on its federal and other applicable tax returns. Taxpayer acknowledges and agrees that, in the event its TIN is not certified to the Escrow Agent, and/or it does not make all certifications set forth in IRS Form W-9 or other applicable IRS Form, applicable tax laws may require withholding of a portion of any income earned with respect to amounts in the Escrow Account that are allocable to it.

**9. ANTI-TERRORISM/ANTI-MONEY LAUNDERING LAWS.**

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the United States government fight the funding of terrorism or money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a new account. What this means for the parties to this Agreement is that the Escrow Agent will ask for such information as it may determine to be appropriate in accordance with its customary practices.

**10. GOVERNING LAW; JURISDICTION.**

(a) This is a Delaware contract and shall be governed by Delaware law in all respects.

(b) Each of the parties hereto (a) hereby irrevocably submits to the nonexclusive jurisdiction of any state or federal court of competent jurisdiction located in the State of Delaware and County of Newcastle for the purposes of any suit, action or other proceeding arising out of this Agreement or any of the transactions contemplated hereby brought by any of the parties hereto or their successors or assigns; (b) hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Delaware State court, or in such federal court; and (c) to the extent permitted by applicable law, hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that such party is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that

the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(c) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH HEREBY IRREVOCABLY WAIVE THE RIGHT TO DEMAND A TRIAL BY JURY, IN ANY SUCH SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BROUGHT BY ANY OF THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS

**11. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument. This Escrow Agreement (or signature page thereto) may be executed and delivered by facsimile, or by e-mail of a portable document format (.pdf) file and delivery by such method will be deemed to have the same effect as if the original signature had been delivered to the other parties.

**12. SUCCESSOR ESCROW AGENT.**

Any business entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Escrow Agent, shall be the successor of the Escrow Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above written.

CITY OF GAINESVILLE, FLORIDA,  
D/B/A/GAINESVILLE REGIONAL  
UTILITIES ,  
as Buyer

By:  
Name:  
Title:

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Fax No.:  
Tel. No.:  
Attention:  
Email:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
Escrow Agent

By: \_\_\_\_\_  
Name: Steve Barone  
Title: Assistant Vice President

Address:  
1100 North Market Street  
Wilmington, Delaware 19890  
Attn: Steve Barone  
Fax No.: (302) 636-4149  
Tel. No.: (302) 636-6973  
Email: SBarone@WilmingtonTrust.com

GAINESVILLE RENEWABLE ENERGY CENTER,  
LLC,  
as Seller

By: \_\_\_\_\_  
Name:  
Title:

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Fax No.:  
Tel. No.:  
Attention:  
Email:

**For Buyer: Approved as to form and legality**

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**

**Escrow Agent Fee Schedule**

Document comparison by Workshare Compare on Wednesday, August 09, 2017  
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**Exhibit B**

**ENTITY CERTIFICATION OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code of 1986, as amended (the “Code”), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. Pursuant to U.S. Treasury Regulations under the Code, for U.S. tax purposes, the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. GREC Holdings, LLC, a Delaware limited liability company (“GREC Holdings”), is the regarded entity for U.S. income tax purposes for the assets being sold by Gainesville Renewable Energy Center, LLC (“GREC”). To inform the City of Gainesville, Florida, a municipal corporation, d/b/a Gainesville Regional Utilities (“Buyer”), that withholding of tax is not required upon the disposition of a U.S. real property interest by GREC, the undersigned hereby certifies the following on behalf of GREC Holdings:

1. GREC Holdings is the owner of the interests in GREC, which is a disregarded entity as defined in U.S. Treasury Regulations §1.1445-2(b)(2)(iii), and is the regarded entity for U.S. income tax purposes for the assets being sold by GREC to Buyer pursuant to the terms of the Asset Purchase Agreement, dated as of [\_\_\_\_], 2017 by and between GREC and Buyer.
2. ~~1-~~ GREC Holdings is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the U.S. Treasury Regulations thereunder);
3. ~~2-~~ GREC Holdings is not a disregarded entity as defined in U.S. Treasury Regulations §1.1445-2(b)(2)(iii);
4. ~~3-~~ GREC Holdings’ U.S. employer identification number is 45-2090731; and
5. ~~4-~~ GREC Holdings’ office address is:

GREC Holdings, LLC  
20 Park Plaza, Suite 320  
Boston, MA 02116

GREC Holdings understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of GREC Holdings.

GREC HOLDINGS, LLC:



Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2017

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