

**MAJOR EQUIPMENT SUPPLY AGREEMENT  
(PULP MILL)**

**BETWEEN**

**SOUTHEAST RENEWABLE FUELS, LLC**

**AND**

**SIM AGRO, INC.**

**February 19, 2019**

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## MAJOR EQUIPMENT SUPPLY AGREEMENT

This Major Equipment Supply Agreement (“Agreement”) is made and effective this 19<sup>th</sup> day of February, 2019, (“Effective Date”) by and between Southeast Renewable Fuels, LLC, a Florida limited liability company (“Owner”), and Sim Agro, Inc., an Ohio corporation (“Major Vendor”). Major Vendor and Owner may be individually referred to as a “Party” or collectively as the “Parties.”

### RECITALS

WHEREAS, Owner is seeking services to design, engineer, procure, equip, construct, commission, test and complete a pulp mill and related equipment and improvements at a site in Clewiston, Hendry County, Florida described in Exhibit A-1, such mill having a nominal production capacity as set forth on Exhibit I-1 and the capability of continuously and reliably producing the quantities of bleached pulp which meet the performance guarantees set forth on Exhibit I-1 (the “Project”);

WHEREAS, Owner desires for Major Vendor to provide and Major Vendor desires to provide goods and services relating to the Project, including to design, engineer, procure, fabricate, manufacture, assemble, test, package, ship and deliver certain major equipment and associated items for assembly, erection, installation and incorporation into the Project by Owner’s construction contractor, as well as documentation and services to accomplish assembly, installation, commissioning, start-up, performance guarantee testing and completion of the Project and training of Owner’s personnel or contractors;

WHEREAS, Owner and Process Plus Design Build, LLC (“Contractor”) are parties to a Construction Contract between Owner and Contractor for Contractor to provide and/or procure goods and services for erection, installation, construction and completion of the Project, including the design, engineering, procurement, fabrication, manufacture, procurement, assembly, factory testing, packing and shipping of certain equipment and components and associated items for incorporation into the Project the “Contractor Equipment”) and to accomplish, with the assistance, supervision and support by Major Vendor, the inspection, assembly, erection, installation, commissioning, start-up, and performance guarantee testing and incorporation of the Major Equipment and the Contractor Equipment into the Project (the “Contractor Services”);

WHEREAS, Major Vendor shall be mutually bound by the terms of this Agreement and by the terms and requirements of the Construction Contract, including with regard to Major Equipment Installation and the commissioning, start-up and Performance Testing of the Major Equipment, the Contractor Equipment and any equipment furnished by Owner as described herein;

WHEREAS, on the Effective Date the ultimate parent company of Major Vendor, has delivered to Owner a guaranty as security for the performance of the Major Vendor Services and Major Vendor’s other obligations in accordance with the terms, conditions and requirements of this Agreement, and the payment of any amounts owed by Major Vendor to Owner, a copy of which is attached as Exhibit O (“Parent Guaranty”);

WHEREAS, the Parties wish to establish the terms and conditions of their relationship and the rights, obligations, duties and responsibilities of each Party with respect to the design, permitting, financing, procurement, equipping, installation, construction, start-up, commissioning,

and performance testing and completion of the Project on or before the Guaranteed Handover Date (as defined herein) for a guaranteed, maximum, fixed lump-sum Contract Price (as defined herein).

NOW THEREFORE, for good and valuable consideration, including the covenants and agreements set forth herein, the Parties agree as follows:

**ARTICLE 1.  
GENERAL**

1.1 Defined Terms. The capitalized terms listed in this Section 1.1 are defined as set forth below.

“Affiliate” means, in relation to any Person, any other Person which directly or indirectly controls, or is controlled by, or is under common control with, such Person.

“Agreement” is defined in the introductory paragraph hereto.

“Associated Plant Equipment” means all equipment, machinery, instruments, pumps, variable speed drives (VFD), motors, commissioning spares, Documentation, Intellectual Property and other items to be provided by Major Vendor in performance of the Major Vendor Services which are or are to be incorporated into or form part of the Project or be used in the operation of the Project, including the equipment and items described in Exhibits A-2 and L, excluding Pulp Equipment.

“Associated Plant Equipment Installation” means all labor, work, services and activities performed or necessary to be performed by Contractor as the construction contractor for the Project to receive, inspect, store, handle, assemble, erect, install, construct, interconnect, commission, start-up, performance guarantee test and achieve connection, integration and incorporation of the Associated Plant Equipment with the Pulp Equipment and other equipment, systems and elements comprising the Project.

“Baseline Schedule” means the detailed, Level III CPM schedule prepared by Contractor with the input of Owner and Major Vendor and approved by Owner which sets forth milestones for work, services, submittals, deliveries and activities to be performed by Major Vendor, as well as work, services, submittals, deliveries and activities by Owner, Contractor, and Owner's other contractors and vendors in connection with the design, equipping, permitting, logistics, procurement, supply, assembly, erection, installation, construction, commissioning, start-up and performance testing of the Project, which schedule shall be developed by Contractor on the basis of the Preliminary Baseline Schedule attached as Exhibit B and agreed upon by the Owner, Major Vendor and Contractor within sixty (60) days after the date of the Notice to Proceed.

“Business Day” means any day except a Saturday, Sunday or a day on which banks in the State of Florida are authorized or required to close.

“Change Order” means a written document issued and signed by Owner’s Representative and Major Vendor’s Representative, which authorizes a change to the Major Vendor Services, the form of which is attached as Exhibit D.

“Change Order Request” means a request by Major Vendor for a Change Order, the form of which is attached as Exhibit E.

“Construction Monitor” means the person, firm or corporation engaged to monitor the progress and status of the Project, including the performance of the Major Vendor Services, which shall initially be Golder Associates, Inc.

“Contract Price” means the price, in U.S. Dollars, as total consideration to Major Vendor for its full and complete performance of the Major Vendor Services, achievement of Handover and performance and payment of all obligations, duties, responsibilities and requirements under this Agreement, including warranty services, which includes all costs, fees, expenses, licenses, duties, tariffs and Taxes incurred in connection therewith, as specified in Exhibit C-1.

“Contractor” is defined in the recitals.

“Contractor Equipment” is defined in the recitals.

“Contractor Services” is defined in the recitals.

“Default Rate” means the lower of four percent (4%) per annum and the maximum rate permitted by law.

“Delay Damages” is defined in Section 7.3.

“Direct Agreement” means the Direct Agreement to be executed by Owner, the Major Vendor and the Lender.

“Documentation” means all designs, plans, drawings, diagrams, surveys, specifications, data sheets, calculations, models, reports, studies, test results, manuals, instructions, recommendations, records, and other documents prepared or to be prepared by Major Vendor under this Agreement and that are necessary for performance of the Major Vendor Services and the Major Equipment Installation, including the commissioning, start-up, and successful Performance Testing of the Major Equipment and the Project and training operating personnel of Owner and Owner's other contractors as necessary to support commissioning, start-up and Performance Testing and operation and maintenance of the Project, including the items described in Exhibit L.

“Effective Date” is defined in the introductory paragraph hereto.

“Event of Default” is defined in Section 16.2.

“Financial Closing” means that all conditions to the initial availability of funds under the financing documents between Owner and Lenders to fund costs of design, equipping, permitting, installation, construction, commissioning, start-up, testing and completion of the Project have been fulfilled or waived and the first draw thereunder has been made by Owner.

“Force Majeure” means any act or event that (i) prevents or delays the affected Party's performance of its obligations in accordance with the terms of this Agreement, (ii) is beyond the reasonable control of the affected Party, not due to its fault or negligence and (iii) could not have been prevented or avoided by the affected Party through the exercise of due diligence. Force Majeure may include catastrophic storms or floods, lightning, tornadoes, hurricanes, a named tropical storm, earthquakes and other acts of God, wars, civil disturbances, revolution, acts of public enemy, acts of terrorism, credible threats of terrorism, revolts, insurrections, sabotage, riot, plague, epidemic, commercial embargoes, expropriation or confiscation of the Project, epidemics,



fires, explosions, industrial action or strike (except as excluded below), and actions of a Governmental Authority that were not requested, promoted, or caused by the affected Party. For avoidance of doubt, Force Majeure shall not include any of the following: (a) economic hardship; (b) changes in market conditions; (c) industrial actions and strikes involving only the employees of Major Vendor or any of its Subcontractors; or (d) nonperformance or delay by Major Vendor or its Subcontractors, unless such nonperformance or delay was otherwise caused by Force Majeure.

“Good Industry Practices” means those practices, methods, acts, techniques and standards to be utilized in performance of the Major Vendor Services, which: (a) are generally accepted in the pulp industry in the USA; (b) are commonly used in prudent design, procurement, engineering, equipping, construction, testing, commissioning and operation of pulp facilities; and (c) are consistent with all applicable Laws, Permits, applicable standards and codes and the policies of insurance and the objectives of reliability, safety, security, quality, durability, environmental protection, cost effectiveness and expediency.

“Governmental Authority” means any federal, state, local, municipal, or other governmental body or agency or subdivision thereof having or asserting jurisdiction over Owner, Major Vendor, the Major Vendor Services, the Site, or the Project.

“Guaranteed Handover Date” means the date which is twenty-six (26) months after issuance of the Notice to Proceed.

“Handover” is defined in Section 7.1.

“Handover Date” means the date that the requirements and conditions for Handover have been performed and fulfilled.

“Hazardous Substance” means: (a) flammable substances, explosives, radioactive materials, hazardous or toxic wastes or substances or any other similar materials, contaminants, emissions or pollutants which pose a hazard to the Site or to persons at or near the Site, cause the Site to be in violation of any applicable Law, or are defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” or “toxic,” or words of similar import under any applicable Law; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of limits specified by applicable Laws; and (c) any other chemical, material or substance exposure to which is prohibited, limited or regulated by applicable Laws.

“Independent Engineer” means the person, firm or corporation engaged to perform professional engineering services related to the review, monitoring and assessment of the Project for the Owner and/or Lenders, which shall initially be Golder Associates, Inc.

“Insolvency Event” in relation to any Party or Major Vendor Guarantor means the bankruptcy, insolvency, liquidation, administration, administrative or other receivership or dissolution of such Party or Major Vendor Guarantor, and any equivalent or analogous proceedings by whatever name known and in whatever jurisdiction, and any step taken (including the

presentation of a petition or the passing of a resolution or making a general assignment or filing for the benefit of its creditors) for or with a view toward any of the foregoing.

“Intellectual Property” means any patent, copyright, improvement, invention, secret process, trade secret, trademark, service mark, trade name or any other intellectual property right or similar proprietary right of any kind provided or required to be provided by Major Vendor or its Subcontractors in connection with the Major Vendor Services.

“Laws” means any act, statute, law, regulation, constitution, license, code, ordinance, rule, judgment, order, directive or determination by, or any interpretation or administration of, any of the foregoing by a Governmental Authority relating to a Party or all or any part of Site, the Major Equipment, the Major Vendor Services or the Project.

“Lender” means any person or entity providing funding, financing, or refinancing to the Owner for the design, engineering, equipping, construction and operation of the Project, including any mortgagee, collateral agent and/or bond trustee.

“Letter of Credit” means a letter of credit issued by a U.S. banking institution at a branch or office in Hendry County, Florida for the account of Major Vendor and benefit of Owner as partial security for the performance and payment by Major Vendor of its obligations hereunder, the issuer, amount, form, terms and conditions of which and the arrangements for delivery to Lender are acceptable to Owner in its discretion, a form of which is attached hereto as part of Exhibit N.

“Major Equipment” means the Pulp Equipment and the Associated Plant Equipment.

“Major Equipment Installation” means the Pulp Equipment Installation and/or the Associated Plant Equipment Installation, as applicable.

“Major Vendor” is defined in the introductory paragraph hereto.

“Major Vendor Guarantor” means the ultimate parent company of Major Vendor, Agro Pulping Machinery (P) Ltd., as the guarantor of the obligations of Major Vendor hereunder pursuant to a Parent Guaranty in the form of the Exhibit O.

“Major Vendor Indemnities” is defined in Section 12.2.

“Major Vendor Permits” means the Permits which Major Vendor is required to obtain in connection with the performance of the Major Vendor Services, if any, including those which are described in Exhibit G.

“Major Vendor Services” means all labor, management, administration, supervision, planning, design, engineering, procurement, fabrication, manufacturing, assembly, packing, logistics, permitting, hardware, software, systems, controls, technology, information data systems, inspection, health and safety activities, quality assurance and quality control, record keeping, testing, demonstration, warranty, guarantee, commissioning, start-up, Performance Testing, training of Owner personnel, Intellectual Property, Documentation, tools and equipment, rights, interests and services required by or incidental to production and delivery of the Major Equipment and as necessary to support and assist Contractor in performance of the Major Equipment Installation, commissioning, start-up and Performance Testing of the Major Equipment and the

Project under this Agreement, which are to be performed, provided or furnished by Major Vendor, including as described in Exhibit A-2, Exhibit C-1, Exhibits I-1 and I-2 and Exhibit L

“Milestone(s)” means one or more of the elements or components of the Major Equipment, Documentation and Major Vendor Services or activities to be performed, provided, submitted, delivered and/or accomplished in performance of the Major Vendor Services as set out in the Baseline Schedule.

“Milestone Payment” means the payments to be made by Owner to Major Vendor for completion of Milestones in accordance with this Agreement.

“Notice to Proceed” means the notice to be issued by Owner authorizing Major Vendor to commence full-scope, continuous performance of the Major Vendor Services.

“OCIP” means an owner controlled insurance program pursuant to which Owner procures general liability insurance and excess liability insurance which for Owner, Contractor, Subcontractor, Major Vendor and their subcontractors are named insureds.

“Owner” is defined in the introductory paragraph hereto.

“Owner Indemnitees” is defined in Section 12.1(a).

“Owner Services” means the services and activities to be performed by Owner or its other contractors (excluding services to be provided by Major Vendor and Contractor) to support construction of the Project.

“Parent Guaranty” is defined in the recitals.

“Party” or “Parties” is defined in the introductory paragraph hereto.

“Performance Guarantee” means Major Vendor’s guarantee that the Project as constructed, commissioned, started-up and performance tested hereunder will meet or exceed the standards, codes, specifications and performance and production quality, quantities and levels set forth in Exhibit I-1 and Exhibit I-2 and comply with all applicable Laws, Permits and Good Industry Practices.

“Performance Security” is defined in Section 8.1.

“Performance Testing” means the tests to be performed and documented by Major Vendor to demonstrate that the Project meets or exceeds the Performance Guarantee described in Exhibit I-2.

“Permits” means all permits, approvals, waivers, exemptions, variances, authorizations, licenses, registrations or orders of any Governmental Authority relating to the Major Vendor Services, the Major Equipment, the Site or the Project, including as described in Exhibit G.

“Person” means any individual, partnership, corporation, limited liability company, association, joint venture, business, trust, Governmental Authority or other entity.

“Preliminary Baseline Schedule” means the Level II CPM preliminary schedule of work, services, procurement, Documentation, submittals, activities and milestones to be performed by

Contractor, Major Vendor and Owner in order for Handover of the Project to be accomplished by the Guaranteed Handover Date, which is attached as Exhibit B.

“Project” is defined in the recitals.

“Pulp Equipment” means all equipment, machinery, apparatus, systems, hardware, software, technology, instruments, control devices, cables, conduits, pipes, vessels, instruments, devices, valves, parts, components, materials, buildings, structures, fixtures and improvements and other items to be provided by Major Vendor in performance of the Major Vendor Services which are or are to be incorporated into or form part of the Project, including the equipment and items described in Exhibits A-2 and L.

“Pulp Equipment Installation” means all labor, work, services, training, equipment, materials, supplies, tools and items performed or necessary to be performed or provided by Contractor as the construction contractor for the Project, as supported by Major Vendor through its performance of the Major Vendor Services, to receive, inspect, store, handle, assemble, erect, install, construct, interconnect, commission, start-up, performance test and achieve integration of the Pulp Equipment with the Associated Plant Equipment and other equipment, systems and elements comprising the Project.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of Hazardous Substances.

“Representative” means, with respect to each Party, the name of a designated representative authorized to act on its behalf for purposes of performance and administration of this Agreement.

“Retainage” means amounts withheld by Owner from each Milestone Payment paid to Major Vendor, which shall be five percent (5%) of the invoiced amount of each Milestone Payment, including the initial installment of the Contract Price.

“Site” means the real property located in Hendry County, Florida on which the Project will be constructed, as more specifically set forth in Exhibit A-1.

“Subcontractor” means any manufacturer, materialman, distributor, vendor, supplier, consultant, engineer, and contractor, at any level or tier, that performs, furnishes, supplies or provides any portion of the Major Equipment, Documentation, Intellectual Property or Major Vendor Services to or for the benefit of Major Vendor.

“Taxes” is defined in Section 14.1(a).

“Turnover Package” means all Documentation, operation and maintenance manuals, specifications, sign-offs, and maintenance records associated with each completed system of the Project.

“Warranty” means any and all warranties covering the Major Equipment or Major Vendor Services.

“Warranty Period” is defined in Section 9.1.

1.2 Interpretation. The headings of Articles and Sections in this Agreement are provided for convenience of reference only and will not affect the construction, meaning or interpretation of this Agreement. All references to “Articles,” “Sections,” or “Exhibits” refer to the corresponding Articles, Sections or Exhibits of or to this Agreement. All Exhibits to this Agreement are hereby incorporated by reference. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words “include,” “includes” and “including” shall be interpreted to mean “including without limitation.” Unless otherwise stated, any reference to a Person, whether or not a Party, includes its permitted successors and assigns and, in the case of any Government Authority, any Person succeeding to its functions and capacities. Other grammatical forms of defined words or phrases have corresponding meanings. A reference to writing includes any mode of representing or reproducing words, figures or symbols in a lasting and visible form. Unless otherwise provided, a reference to a specific time of day for the performance of an obligation is a reference to the time in the place where that obligation is to be performed. A reference to a document, law, code, contract or agreement, including this Agreement, includes a reference to that document, code, contract or agreement as novated, amended, modified, revised, supplemented, replaced or restated from time to time in accordance with the relevant provisions thereof. If any payment, act, matter or thing hereunder would occur on a day that is not a Business Day, then such payment, act, matter or thing shall, unless otherwise expressly provided for herein, occur on the next succeeding Business Day. The words “hereof,” “herein” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement.

## **ARTICLE 2. MAJOR VENDOR’S GENERAL UNDERTAKING**

### 2.1 Scope of Work.

(a) Major Vendor shall provide and deliver the Major Equipment, Documentation, Intellectual Property and perform the Major Vendor Services in accordance with the requirements of this Agreement, applicable Laws, Permits, codes and standards and Good Industry Practice. The Major Equipment shall be designed, procured and manufactured for and achieve the specified performance, standards, requirements, levels, production and other criteria described in this Agreement and the Exhibits attached hereto, at the Site. Major Vendor shall also supervise the erection and installation of the Major Equipment and verify that the Major Equipment is erected, installed and incorporated into the Project in compliance with this Agreement and all applicable codes and standards. The Contract Price of Fifty-Seven Million Four Hundred Thousand Dollars (\$57,400,000) for the complete and satisfactory performance of the Major Vendor Services and other obligations by Major Vendor is understood by the Parties to include all insurance, freight, and transportation for delivery of the Pulp Equipment to the Port of Miami, Florida (INCOTERMS 2010) and the delivery of Major Equipment procured in North America to the Site. The Contract Price does not include any existing and future tariff or duties with respect to the delivery and sale of Pulp Equipment or sales, use, excise or value added taxes, relating to, or incurred in connection with Major Vendor’s performance of the Major Vendor Services. To the extent applicable, Owner may obtain and provide to Major Vendor a sale’s tax exemption certificate with respect to Major

Equipment or Major Vendor Services. In the event that Major Vendor receives any rebate of sales tax directly from the taxing authority, Major Vendor shall forthwith deliver that rebate to Owner.

(b) Owner has entered into the Construction Contract for construction of the Project, including the performance of the Major Equipment Installation. In its performance of the Major Vendor Services, Major Vendor shall cooperate with Contractor to establish and implement plans, scheduled and/or procedures for (i) exchanges of Documentation, information and data necessary for Major Vendor and Contractor to each perform its work, services, activities and obligations for the design, engineering, equipping, installation, construction, commissioning, start-up and Performance Testing of the Major Equipment and the Project; (ii) the inspection, handling and storage of Major Equipment at the Site prior to the commencement of assembly, installation and erection; (iii) the performance, documenting and reporting of inspections, commissioning, start-up and Performance Testing of the Project with the technical advice and the supervision of Major Vendor; (iv) Site meetings for purposes of assessing and evaluating the status and progress of the Project; and (v) implementation of Site rules established by Contractor, including with regard to safety and security.

(c) In its performance of the Major Vendor Services, Major Vendor shall also perform and/or procure (i) the design, engineering, procurement, fabrication, manufacture, assembly, production, packing, transports and delivery of the Major Equipment, Documentation and Intellectual Property, (ii) monitor, inspect, test, evaluate and document Contractor's performance of Major Equipment Installation and other activities relating to or affecting the condition, installation, testing or operation of Major Equipment, and (iii) manage and supervise the commissioning, start-up and Performance Testing of and warranty the Major Equipment and the Project, so that the Project, when construction and Performance Testing is successfully completed, is fully functional for intended uses and operates and produces as an integrated whole at the levels and standards and in compliance with the requirements set forth in this Agreement, including in Exhibits I and L, and all applicable Laws, Permits, standards and codes and Good Industry Practice. Where this Agreement describes the Major Equipment and the Major Vendor Services in general terms, but not in complete detail, it is understood and agreed that included therein and part thereof are any incidental work, service, activity, item, right or interest which can be reasonably inferred as required and necessary to procure, fabricate, manufacture, assemble, pack, transport and deliver the Major Equipment, monitor, inspect, evaluate, support and supervise Contractor's performance and completion of the Major Equipment Installation, and manage and supervise the commissioning, start-up and Performance Testing of the Major Equipment and the Project in accordance with this Agreement.

(d) Major Vendor will diligently provide all Major Equipment and perform all Major Vendor Services in a timely manner using professional care and standards consistent with the judgment and competence expected of similar manufacturing firms currently providing major equipment and systems for use in pulp and paper industry for facilities similar to the Project and utilizing comparable equipment, systems, technology, controls and processes. Major Vendor represents that it is in compliance with, and shall perform the Major Vendor Services in compliance with, all applicable Laws, Permits, standards and codes relating to the Major Equipment and the Major Vendor Services. All Major Equipment shall be new and fit for its intended purposes and uses, incorporate proven technology, and for which replacement, spares and parts are readily

available in the market. All documents required by applicable Laws to be signed or stamped by a licensed engineer with respect to the design, fabrication, manufacture, assembly, erection, installation, connection, testing and operation of Major Equipment will be the responsibility of Major Vendor.

(e) In connection with Major Vendor Services and the Major Equipment Installation by Contractor, Major Vendor shall prepare or cause to be prepared all designs, drawings, specifications, diagrams, instructions and other Documentation necessary for (i) performance of Major Equipment Installation by Contractor, (ii) training of Owner operating personnel in the testing and operation of the Major Equipment and the Project and (iii) the commissioning, start-up and Performance Testing of the Major Equipment. Major Vendor will coordinate performance of the Major Vendor Services with the Contractor's performance of the Major Equipment Installation and Contractor's other work and services related to construction of the Project.

(f) Timely submission by Major Vendor of complete Documentation is critical to the performance of the Major Vendor Services and the Major Equipment Installation and the Project on an overall basis. Late submission of documentation, submission of incomplete documentation by Major Vendor, including resubmission of previously reviewed documentation requiring resubmission, may delay other equipment that interfaces with the Major Equipment, or other equipment supplied by Owner or Contractor that is dependent on Major Vendor's Documentation. Unless otherwise specified in this Agreement, Major Vendor shall allocate fourteen (14) calendar days for the Owner's and Contractor's review of Major Vendor's Documentation submittals. Major Vendor will be given no waiver of delays in Major Equipment delivery date, resulting from the Owner's or Contractor's delay in providing interfacing information, where Major Vendor's delay in meeting obligations of this Agreement, caused such delay. Major Vendor shall coordinate with Contractor to obtain secure access to the Contractor's document management system for the Project for purposes of delivering and receiving plans, drawings, specifications, correspondence, communications and other documentation, information and data necessary for the performance by Major Vendor of the Major Vendor Services and performance by Contractor of the Major Equipment Installation. Major Vendor shall obtain an access account from Contractor and it is required that Major Vendor utilize this system for contract submittals, processing and approval management.

(g) Major Vendor will be required to coordinate the Major Equipment with equipment from Contractor and Owner and other suppliers, interface with plant systems serving and/or being served by the Major Equipment, and the structure to which the Major Equipment will be attached. As part of this coordination, the Major Vendor shall supply interface information to Contractor and Owner to accomplish this interface. Coordination information shall include such information, including but not limited to, normal and transient conditions information (startup, maximum allowed ramp rate, shut down), stress analysis, foundation loads, electrical fault currents, mechanical and/or thermal power output and vibration levels. The Major Equipment shall be designed to communicate with the overall control system serving the Project.

(h) Major Vendor will commence performance of the Major Vendor Services after Financial Closing, Owner' issuance of a Notice to Proceed, and payment by Lender in the amount of Five Million Dollars (\$5,000,000) to the Letter of Credit issuing bank in exchange for such

bank's issuance and delivery of the Letter of Credit to Lender's designee within one (1) day after Financing Closing. Within one (1) day after receipt of the Letter of Credit from the issuing bank, Lender shall disburse to Major Vendor the balance of the first installment of the Contract Price as described in Exhibit C-1. Major Vendor will perform and complete the Major Vendor Services and procure, manufacture, supply and deliver the Major Equipment and prepare, submit, revise and finalize Documentation in accordance with the Baseline Schedule. Major Vendor will perform all Major Vendor Services in a continuous manner utilizing competent, experienced personnel, engineers, Subcontractors and consultants contracted by it to assist in the performance of the Major Vendor Services. Major Vendor shall perform and document all required factory tests and inspections of the Major Equipment to assure that it conforms to the requirements of this Agreement. All equipment, tools and instrumentation to conduct required inspections are the responsibility of the Major Vendor. Major Vendor agrees to cooperate, collaborate and coordinate with the Contractor and Owner to achieve levels of planning, quality assurance and quality control, record keeping, communication and reporting, inspection, testing, efficiencies and on-time performance of all work and services to be performed by Contractor, Major Vendor and Owner in connection with the Project.

(i) Major Vendor will provide progress and status reports to Owner and the Independent Engineer on a monthly basis or at more frequent intervals specified in this Agreement or the Baseline Schedule or as reasonably requested by Owner, including with regard to the status of (i) the procurement, production, manufacture, supply, shipment and delivery of the Major Equipment and performance of Major Vendor Services; (ii) Major Vendor's preparation of Documentation and submittals for review and comment by Owner, Contractor and/or the Independent Engineer; (iii) and Contractor's performance of the Major Equipment Installation. Major Vendor shall incorporate into the design of the Major Equipment any changes reasonably requested by Owner to the extent not inconsistent with Good Industry Practice. Owner's review of Documentation and other deliverables prepared by or for Major Vendor, and incorporation of Owner's comments or requested changes into Documentation, shall not alter or impair any of the obligations of Major Vendor or the rights and remedies of Owner hereunder. If any status report reflects that any Major Vendor Services or Milestones will not be commenced or completed by the date specified on the Baseline Schedule, Major Vendor shall specify in writing to Owner and the Independent Engineer the reasons for the delay and the measures it will take or has taken to recover the delay, and promptly undertake such measures and resume full performance of the Major Vendor Services in accordance with the Baseline Schedule to achieve completion of the procurement, production, manufacture, supply and delivery of the Major Equipment in accordance with the Milestone Dates set forth in the Baseline Schedule to support Handover of the Project by the Guaranteed Handover Date. Such acceleration shall be at Major Vendor's cost unless the delay is solely caused by the breach, non-performance or failure by Owner to perform the Owner Services or other obligations hereunder in accordance with the Baseline Schedule, subject to notice of such delay is given by Major Vendor to Owner within three (3) days after Major Vendor has knowledge of such delay. For planning and other purposes, Major Vendor shall promptly respond to reasonable, informal inquiries by Owner, Contractor and the Independent Engineer with regard to the progress and status of the Major Vendor Services and the actual or potential occurrence of events, conditions



and circumstances which might reasonably be expected to cause delay in the delivery of any Major Equipment or other performance of the Major Vendor Services.

2.2 Performance and Payment Security. Major Vendor has delivered the Parent Guaranty to Owner as of the Effective Date. No later than the date of the Notice to Proceed, Major Vendor shall deliver to Owner as security for the performance by Major Vendor of the Major Vendor Services and its other obligations under this Agreement and payment of any amounts owed to Owner relating to the Project, the claims based policy of errors and omissions insurance and the Letter of Credit described in Exhibit N. The Parent Guaranty and the claims based errors and omissions policies of insurance described in Exhibit N shall remain in force and effect until the end of the Warranty Period and all of Major Vendor's obligations hereunder have been satisfied and fulfilled. As long as there are no claims by Owner against Major Vendor relating to the Project as of the Handover Date, the Letter(s) of Credit described in Exhibit N shall be returned by Owner to Major Vendor after the Handover Date within five (5) Business Days after Owner's receipt of Major Vendor's written notice to Owner requesting return thereof.

2.3 Cooperation and Non-interference. Major Vendor acknowledges and accepts that Owner has engaged Contractor to perform construction services for the Project, including the Major Equipment Installation, and Owner may engage other Persons to perform the Owner Services. Major Vendor shall manage and coordinate the procurement, production, manufacture, supply and delivery of the Major Equipment and performance of the Major Vendor Services and Milestones in order that the Project is completed in a timely and efficient manner in accordance with the Baseline Schedule.

(b) Each Party agrees that in support of efficient performance of activities for the design, engineering, procurement, equipping, construction and completion of the Project they shall: (i) reasonably cooperate with the other Party and Contractor and Owner's other contractors; (ii) respond reasonably promptly to the requests by the other Party or Contractor or any of Owner's other contractors, for direction, information, submittals, approvals or decisions necessary for the other Party or Contractor or other Owner's contractors to perform their respective obligations under this Agreement, the Construction Contract, and any other agreement between Owner and its other contractors relating to the Project, as applicable; (iii) provide such materials and information as the other Party or Contractor and Owner's other contractors may reasonably request to carry out their obligations relating to the design, construction and completion of the Project and endeavor to assure that it is complete and accurate in all material respects; and (iv) fully staff the Project with managers, supervisors, engineers, employees and other personnel needed to perform its work, services and obligations hereunder, including relating to the start-up, commissioning, and Performance Guarantee testing and Handover of the Project. All personnel interfacing with Owner's and Contractor's personnel shall be competent in English, including, as a minimum, those assigned to perform management of the contract, shop inspection and testing, field inspection and testing, and training.

2.4 Major Equipment.

(a) Major Vendor will design, engineer, procure, fabricate, manufacture, factory test, package, insure, and transport the Pulp Equipment for delivery to Owner at the Port of Miami and all other Major Equipment for delivery to the Site. Major Vendor will provide plans, drawings,

specifications and other documentation regarding the uncrating, inspection, assembly, erection, installation and construction of the Major Equipment, the integration, incorporation and connection of the Major Equipment with other equipment, systems and components furnished by Contractor or Owner for the Project, and the commissioning and start-up of the Major Equipment such that the Major Equipment and the Project are ready for the commencement and conduct of all Performance Testing in accordance with the Baseline Schedule. Major Vendor shall prepare for approval by Owner a plan, schedule and program, together with materials, to train operating personnel of Owner or its contractors to support the commissioning, start-up and Performance Testing of the Major Equipment and the Project under the supervision and direction of Major Vendor and Contractor.

(b) Major Vendor shall provide Owner with a copy of any notice or other communication between Major Vendor and Contractor relating to the Major Equipment, the Major Equipment Installation or commissioning, start-up and Performance Testing of the Major Equipment and the Project. Major Vendor shall also provide notice to Owner of any delay or failure by Major Vendor to perform Major Vendor Services or by Contractor to perform Construction Services which have an adverse impact on Major Vendor.

(c) Major Vendor will monitor and inspect Major Equipment Installation by Contractor after delivery of the Major Equipment to the Site. During the construction of the Project, Major Vendor shall promptly communicate to Owner's Representative the discovery of any Major Equipment Installation or Major Equipment which is damaged, defective or otherwise not in compliance with the requirements of this Agreement, regardless of the cause of such damage, defect or non-compliance, and to coordinate and cooperate with Owner and Contractor to mitigate the delay or other adverse effects on completion of the Project in accordance with the Baseline Schedule.

(d) Major Vendor shall provide to Contractor on a timely basis consistent with the Baseline Schedule all plans, drawings, specifications, submittals, documents, data and information necessary for Contractor to perform the Major Equipment Installation in a good and workmanlike manner in accordance with the requirements of this Agreement and the Baseline Schedule.

(e) Major Vendor knows of no fact, event, occurrence or circumstance that will have any material adverse impact or effect on the ability of Major Vendor to fabricate, assemble, manufacture, test, pack and deliver the Major Equipment and perform the Major Vendor Services or its other obligations hereunder.

(f) Major Vendor agrees that any dispute, claim or disagreement between or among Major Vendor, Owner and/or Contractor with respect to the Major Equipment, the Major Equipment Installation or performance of the Major Vendor Services could have an immediate adverse impact on the completion of the Project in accordance with the Baseline Schedule. Major Vendor agrees, and Owner agrees to require in the Construction Agreement that Contractor agree, that any dispute, claim or controversy between or among Major Vendor, Owner and/or Contractor that cannot be resolved by representatives of the interested parties to the dispute within ten (10) days after notice of the dispute being sent by one Party to the other shall be promptly referred to the Independent Engineer for binding resolution. The dispute process will commence upon notice by Major Vendor, Owner and/or Contractor to the other(s), with a copy to Independent Engineer,

and will describe the nature and basis of the dispute and the desired outcome of the process. The other party(ies) having an interest in the outcome of the dispute shall, within three (3) days after receipt of such notice, provide a written response to the allegations and description of the scope and basis of the dispute, as well as its desired outcome of the dispute. Each party shall support the Independent Engineer's resolution of the dispute by making available personnel, documents and data in its possession requested by the Independent Engineer in order that the Independent Engineer can render a binding decision within ten (10) days after the initial notice of dispute.

### **ARTICLE 3. CONDITIONS PRECEDENT**

3.1 Activities Prior to Notice to Proceed. Owner intends to finance through the Lenders the cost of design, equipping, construction and completion of the Project. Major Vendor agrees to cooperate with Owner and provide personnel, documentation and information to support efforts of Owner to achieve Financial Closing as reasonably requested by Owner or any Lender, including the Direct Agreement. It is a condition to Owner's issue of a Notice to Proceed that Financial Closing occurs on terms and conditions acceptable to Owner in its sole discretion. Owner may terminate this Agreement without liability or obligation to Major Vendor if Financial Closing cannot reasonably be achieved on terms and conditions satisfactory to Owner by providing notice to Major Vendor, in which case neither Party shall have any further liability or obligation to the other Party under this Agreement.

3.2 Owner's Notice to Proceed. No later than five (5) Business Days after Financial Closing, Owner shall issue a Notice to Proceed to Major Vendor for commencement of the Major Vendor Services. In connection with issuance of a Notice to Proceed, after receipt of Major Vendor's invoice for the initial installment payment of the Contract Price, Owner shall make or requisition Lender to make payment of the initial installment payment to Major Vendor in accordance with Exhibit C-1. Notwithstanding issue of the Notice to Proceed, Major Vendor shall not commence the Major Vendor Services unless and until the following has occurred:

- (a) proof that insurance required to be procured and maintained by Major Vendor hereunder has been obtained is provided to Owner;
- (b) required Performance Security for the Major Vendor Services, and the Parent Guaranty, have been delivered to Owner;
- (c) Major Vendor has delivered to Owner all applicable Major Vendor Permits required in the name of Major Vendor for performance of the Major Vendor Services, if any;
- (d) Major Vendor has designated its Representative by notice to Owner; and
- (e) Major Vendor has certified that the representations and warranties set forth in this Agreement are true, correct and complete.

### **ARTICLE 4. MAJOR VENDOR'S WORK AND OTHER OBLIGATIONS**

4.1 Engineering and Design. Major Vendor shall provide all planning, management, administration, labor and services necessary for the preparation, submittal, revision and

finalization of the design, engineering and construction Documentation necessary for performance of the Major Vendor Services and the Major Equipment Installation, the training of Owner personnel to support the commissioning, start-up and Performance Testing of the Major Equipment and the Project and the successful conduct and completion of Performance Testing in accordance with the standards and requirements of this Agreement. Owner shall have the right to review all Documentation as it is developed in accordance with the Preliminary Baseline Schedule (Exhibit B) and the Baseline Schedule. Major Vendor shall incorporate in the Documentation any changes reasonably requested by Owner to the extent not inconsistent with applicable Laws, Permits and Good Industry Practice. Owner's review of Documentation and Major Vendor's incorporation of Owner's comments or requested changes shall not alter, diminish or impair any of Major Vendor's obligations, duties or responsibilities hereunder.

4.2 Procurement. Major Vendor shall provide and procure Major Equipment, Intellectual Property, Documentation, Permits, insurance, instruments, materials, and other goods and services which Major Vendor needs in order to perform the Major Vendor Services. Major Vendor shall not be required to procure labor, goods or services until Owner issues a Notice to Proceed. If Major Vendor does procure any labor, goods or services prior to such date it does so at its own cost and risk. On the basis of information provided by Major Vendor and Contractor on a timely basis to Owner, Owner shall procure all feedstock, utility service and chemicals and provide operating personnel (who shall have been trained by Major Vendor) which are necessary for performance by Contractor and Major Vendor of the commissioning, start-up and Performance Testing of the Major Equipment and the Project until the Handover Date.

4.3 Schedules, Progress Reports and Meetings.

(a) Major Vendor and Owner acknowledge that the detailed Baseline Schedule to be prepared by Contractor with the input of Major Vendor and Owner for the design, engineering, procurement, equipping, installation, construction, commissioning, start-up, Performance Testing and completion of the Project, shall include activities to be performed by Major Vendor relating to the Major Equipment and other Major Vendor Services, including the preparation, submittal, revision and finalization of Documentation relating to the Major Equipment Installation. Attached as Exhibit B is the Preliminary Baseline Schedule, which sets forth a Level II CPM schedule with the dates by which milestones must be completed by Contractor, along with Milestone dates for performance by Major Vendor of the Major Vendor Services, including manufacture, shipping and delivering the Major Equipment and Documentation, in order to support achievement of Handover by the Guaranteed Handover Date. Major Vendor shall promptly provide comments on the proposed Baseline Schedule to Owner with respect to the Major Vendor Services, the Major Equipment Installation and commissioning, start-up and Performance Testing.

(b) Major Vendor shall ensure that performance of the Major Vendor Services proceeds in accordance with the Baseline Schedule and shall coordinate the schedules of all Subcontractors. Major Vendor shall have the right to request a Change Order within sixty (60) days after the Notice to Proceed Date for non-material adjustments to the schedule for manufacture and delivery of certain items of Pulp Equipment, provided, however, that such proposed adjustments, if accepted by Owner, shall not change the Guaranteed Handover Date or have any adverse impact on the ability of Contractor to perform Pulp Equipment Installation and construction of the Project in accordance

with the Baseline Schedule for the price specified in the Construction Contract. Failure by Major Vendor to comply with the Baseline Schedule will be an Event of Default and Owner may elect to terminate this Agreement if such failure is not cured pursuant to a remedial plan prepared by Major Vendor and approved by Owner within thirty (30) days after Owner's notice to Major Vendor. Notwithstanding development and acceptance of a remedial plan, Major Vendor shall remain obligated to complete the Major Vendor Services within the time periods set forth in the Baseline Schedule.

#### 4.4 Progress Report.

(a) Major Vendor shall weekly submit to Owner's Representative and the Independent Engineer a complete electronic copy of its weekly progress report detailing the performance and status of the Major Vendor Services and Major Equipment Installation. The weekly progress report shall include the following:

(i) a description of any event or circumstance which might adversely affect the schedule, sequence or cost of the Major Vendor Services or Major Equipment Installation, the estimated length of any delay, corrective action already taken and the estimated amount of additional expense, if any, which may be chargeable to Owner pursuant to a Change Order hereunder, as a result of any such circumstance;

(ii) Major Vendor's good faith assessment of the cause of any delay in performance of the Major Vendor Services or non-compliance with the requirements of this Agreement and the specific steps taken or proposed to be taken by Major Vendor to correct such circumstance;

(iii) a summary of the Major Vendor Services completed the previous week, compared to the items identified on the Baseline Schedule, an explanation of any deviation, and a summary of the Major Vendor Services to be completed in the subsequent eight (8) weeks;

(iv) certification that Major Vendor is current on payment to Subcontractors;

(v) a submission log of all Documentation, including type, dates and revision number;

(vi) Major Vendor's evaluation of the progress, status of Contractor's Major Equipment Installation; and

(vii) other information, data, reports, test or inspection results or documents reasonably required by the Owner.

(b) The submission of weekly progress reports is for information purposes only and shall not alter, amend or modify Major Vendor's obligations, duties or responsibilities or Owner's rights and remedies hereunder.

(c) Progress meetings between representatives of Owner and Major Vendor and among representatives of Owner, Major Vendor and Contractor and, as necessary, Subcontractors and contractors of Owner, will be held weekly and as deemed necessary by Owner. Meetings shall be at a mutually agreed upon location, but may be conducted by conference call at Owner's request.

Progress meetings will be utilized to review and discuss any delays, unusual conditions or critical items, including environmental, labor, safety or security incidents, which have affected or could affect the progress of the Project, the Major Equipment Installation or the Major Vendor Services or the Owner Services. Major Vendor shall prepare and distribute an agenda prior to each meeting between Owner and Major Vendor.

4.5 Documentation and Manuals. Prior to the commencement of the Major Vendor Services, Owner, Major Vendor and Contractor shall establish a procedure and schedule for Documentation to be delivered or made accessible to Owner and, to the extent applicable, Contractor and Independent Engineer, for review and comment as it is developed. Major Vendor shall submit to Owner (and as applicable Contractor and Independent Engineer) for review and comment, as applicable, copies of Documentation in accordance with the submittal schedule.

4.6 Equipment. All Major Equipment shall be new and meet or exceed the standards of quality, reliability, durability and performance required by this Agreement, applicable Laws, Permits and standards and codes, and be free of any lien, security interest or encumbrance. Major Vendor warrants that all Major Equipment and materials furnished by Major Vendor for incorporation into the Project will be new, use proven technology and is suitable for its intended use in the Project, and that spare and replacement parts and components are readily available from Major Vendor and other manufacturers, vendors and distributors. To the extent Owner elects to have Major Vendor to furnish spare parts or components in addition to the initial supply of such parts and components to be delivered by Major Vendor to Owner no later than the Handover Date, Major Vendor shall use an open book process to procure such equipment and parts and shall provide to Owner such information and documents concerning the manufacturer or vendor of Major Equipment as Owner may from time to time reasonably request.

4.7 Labor and Personnel. Major Vendor shall at its cost provide all management, supervision, administration, labor and personnel required for performance of the Major Vendor Services. Major Vendor shall ensure that key personnel identified in Exhibit H are not assigned to other projects to the detriment of the Major Vendor Services. Except for key personnel who leave Major Vendor's employ, Major Vendor may not remove the key personnel from participation in the Major Vendor Services without first notifying Owner and demonstrating that a change in personnel will not adversely affect performance of the Major Vendor Services. Major Vendor shall ensure that there are at all times at the Site sufficient suitably qualified and experienced personnel to supervise and perform the Major Vendor Services at the Site.

4.8 Permitting. Major Vendor shall obtain in accordance with the Baseline Schedule and maintain in effect all applicable Major Vendor Permits, if any, required to be obtained in the name of Major Vendor for performance of the Major Vendor Services. Major Vendor shall give all notices and pay all fees required to be given or paid to any Governmental Authority in relation to the Major Vendor Permits, if any. Major Vendor will provide to Owner and Contractor, as applicable, information and documents reasonably requested by Owner for Owner and/or Contractor to obtain applicable Permits which Owner or Contractor, as applicable, is obligated to obtain for the Project. In its performance of the Major Vendor Services, Major Vendor shall comply with all Permits.

4.9 Logistics. Major Vendor shall be responsible for the procurement, packaging, transportation, shipping, insuring, importing (as applicable), and delivery of all Major Equipment to Owner. Pulp Equipment will be delivered to Owner CIF (cost, insurance, freight paid by Major Vendor) at the Port of Miami, and all other Major Equipment shall be delivered to the Site. Owner shall be responsible for customs clearance of the Pulp Equipment through at the Port of Miami and transportation of the Pulp Equipment from the Port of Miami to the Site at its cost. Major Vendor shall obtain a policy or policies of insurance as necessary to insure all Major Equipment until delivery to Owner. Major Vendor shall provide to Owner and Contractor all Documentation, information, data, technical advisory services and assistance reasonably necessary for Contractor to receive, inspect, handle, store, assemble, install and construct the Major Equipment and incorporate it into the Project.

4.10 Security of Site. Contractor shall be responsible to provide all Site security from the date of a Notice to Proceed through the Handover Date. Major Vendor shall comply with all Site rules, policies and procedures implemented by Contractor, including with regard to checking the employees of Major Vendor and its Subcontractors, in and out of areas where Major Vendor Services is to be performed.

4.11 Safety. Major Vendor and each Subcontractor shall provide protective equipment, devices and clothing to employees and proper and ample protection from injury to persons on or near the Site and damage or loss to the property (whether on or off the Site), during performance of the Major Vendor Services. Activities by Major Vendor and Subcontractors on the Site shall be conducted in compliance with Contractor's Site rules regarding safety and security.

4.12 Damage. To the extent that a negligent act or omission, breach of this Agreement, violation of applicable Law or Permit, or willful misconduct by Major Vendor or any of its Subcontractors causes any property at or near the Site, including property of third parties, to be lost, stolen, damaged or destroyed, Major Vendor shall bear the cost and expense of such property being promptly rebuilt, repaired, restored or replaced. Major Vendor acknowledges and agrees that if Owner obligates Contractor under the Construction Contract to have care, custody and control of the Site and all work, construction, structures, equipment, materials, supplies and items at the Site prior to Handover, Owner will have no obligation to safeguard or protect and shall not be responsible or liable for any Major Equipment or property, goods or supplies of Major Vendor or Subcontractor which are lost, damaged, destroyed, or stolen. In its performance of the Major Vendor Services at the Site, Major Vendor shall comply with the rules, policies, procedures and programs established by Contractor relating to health, safety, security, access to and, activities at the Site.

4.13 Access and Inspection. Major Vendor shall provide Owner, the Construction Monitor, the Independent Engineer, Lenders and Owner's investors, Owner's other contractors and their respective designees with access to any location where any portion of the Major Equipment is fabricated, manufactured, assembled, tested, operated, or stored and any location where Major Vendor Services are performed for the purpose of monitoring, reviewing and observing the performance of the Major Vendor Services and Documentation relating to the Project.

4.14 Delayed or Defective Work. If, in the reasonable belief of Owner, the progress and quality of the Major Vendor Services or the Major Equipment Installation is not proceeding in accordance with the requirements of this Agreement, including with respect to the Baseline Schedule, or that any part of the Major Vendor Services or the Major Equipment Installation is otherwise unsafe, deficient, defective or not in compliance with the requirements hereof, Owner shall have the right to communicate such circumstance to Major Vendor, and to the extent reasonable, to stop the Major Vendor Services, reject the Major Equipment or Major Vendor Services or change the Major Vendor Services and request that Major Vendor or any Subcontractor remedy such conditions or deficiencies. Neither Owner, the Construction Monitor, the Independent Engineer nor other Person contracted by Owner with regard to the Project shall have any obligation or duty to discover any error, omission, deficiencies, mistakes or defects in the Major Equipment, Major Vendor Services or Major Equipment Installation, and no review, observation, monitoring or inspection performed or omitted to be performed by or for Owner or the making of or failure to make any communication in respect of the progress, status, quality or condition of the Major Equipment or Major Vendor Services shall be a waiver of any of Major Vendor's obligations, responsibilities, duties or warranties or be construed as an approval or acceptance of any of the Major Equipment or Major Vendor Services. Acceptance of any portion of the Major Equipment or Major Vendor Services by Owner is not a release or waiver of Major Vendor's obligations, duties and responsibilities or waiver of any of Owner's rights or remedies under this Agreement.

4.15 Materials and Chemical Substances Identification and Control. Hazardous Substances shall not be brought to the Site by Major Vendor or Subcontractors unless necessary for performance of the Major Vendor Services. All such necessary Hazardous Substances shall be disclosed to Owner and Contractor and be properly labeled before being delivered to the Site and handled, stored, used and disposed of, in accordance with all applicable Laws, Permits and Good Industry Practice. Major Vendor shall furnish appropriate written warnings to Owner, Contractor and others as required by applicable Law and at the Site and otherwise as necessary if Hazardous Substances are expected to be present in Major Equipment or materials or products furnished or used by Major Vendor or a Subcontractor in performance of the Major Vendor Services.

4.16 Clean-Up and Waste Disposal. Major Vendor shall, in compliance with applicable Laws, label, containerize, and store in a suitable location any Hazardous Substance transported onto the Site by or on behalf of Major Vendor or any Subcontractor, or created, produced, used or handled as part of the Major Vendor Services. Major Vendor shall notify Owner immediately upon the discovery of the presence of any Hazardous Substance on, or the Release of any Hazardous Substance on or from, the Site. No later than the Handover Date, Major Vendor shall remove all equipment, tools and other items not incorporated into or used in operation of the Project from the Site.

4.17 Subcontracts and Equipment Contractors.

(a) Major Vendor may contract with Subcontractors for performance of a portion of the Major Vendor Services. Persons or entities contracted by Major Vendor to perform any part of the Major Vendor Services shall have the experience, expertise, authorizations, personnel, resources and financial condition to perform the part of the Major Vendor Services for which they are contracted. Major Vendor shall be as fully responsible to Owner for the acts, errors, mistakes



and omissions of Subcontractors and their employees as it is for its own employees' acts or omissions. Major Vendor shall submit each proposed subcontract to Owner for its review and approval. The persons and entities described in Exhibit M have been approved by Owner for performance of a portion of the Major Vendor Services pursuant to written contracts with Major Vendor. All subcontracts shall be consistent with the terms and conditions of Major Vendor's obligations under this Agreement and provide that the subcontract will be assignable to Owner or Lenders upon request by Owner or Lenders, without cost to Owner or Lenders, or the Subcontractor's or Major Vendor's consent, in the event that Major Vendor breaches, defaults, abandons or repudiates this Agreement or fails, refuses or is unable to perform under this Agreement. Each subcontract shall contain an express acknowledgement that Owner is a third-party beneficiary with the right to directly enforce, full performance under any subcontract in the event that Major Vendor fails, refuses or is unable to perform under this Agreement.

(b) Owner shall have five (5) Business Days from its receipt of a proposed subcontract to review and approve or disapprove the subcontract. If Owner fails to timely withhold approval of a subcontract, the subcontract shall be deemed approved. If Owner notifies Major Vendor that approval of the subcontract is withheld, the Parties shall promptly confer to address Owner's concerns.

(c) Major Vendor shall be solely responsible for paying each Subcontractor and any other Person who provides Major Equipment, Documentation, Intellectual Property, materials, goods, supplies or other items in performance of, and any rights or interests in connection with the Major Vendor Services. Owner shall not have or be deemed to have any obligation to or relationship with any Subcontractor. The review, approval or consent by Owner of any subcontract shall not relieve Major Vendor of any of its duties, liabilities or obligations under this Agreement.

(d) Owner shall have the right exercisable by notice to Major Vendor, to object to any person employed by Major Vendor or a Subcontractor who, in the reasonable opinion of the Owner, engages in misconduct or is incompetent or negligent in connection with performance of any portion of the Major Vendor Services or other activity relating to the Project, and Major Vendor shall remove and exclude such person from the Major Vendor Services.

4.18 Standard of Performance. Without limiting any other provision of this Agreement, Major Vendor agrees that: (a) Major Vendor and all Subcontractors shall perform the Major Vendor Services and conduct activities on the Site in accordance with all applicable Laws, Permits, standards and codes, Good Industry Practices, and Site rules; (b) in the event of a conflict or difference in requirements of all applicable Laws, Permits, standards and codes or Good Industry Practice or Site rules, the requirement imposing the highest standard of quality will apply; and (c) the Major Vendor Services shall be performed by competent personnel in a good and workmanlike manner. All design, survey, assessment and engineering Major Vendor Services and Documentation requiring a license, certification or registration shall be performed and/or certified by professional engineers properly qualified and licensed to perform such services in Florida.

4.19 Project Performance. At the successful completion of installation, construction, commissioning and start-up of the Major Equipment and the Project and all systems and sub-systems, Major Vendor shall demonstrate that the Project performance and production relating to the Major Equipment meets all requirements of the Performance Guarantee set forth in Exhibit I

through the successful conduct of the Performance Testing. Major Vendor shall promptly deliver to Owner all data, reports and other documents prepared in connection with the Performance Testing. Major Vendor shall provide training to personnel of Owner and its other contractors, including Contractor, as necessary to ensure that they are able to safely, efficiently support commissioning, start-up and Performance Testing and operation and maintenance of the Major Equipment and the Project. Major Vendor shall supply, calibrate, operate and maintain all measurements and data recording devices necessary to demonstrate full satisfaction and completion of Performance Testing of the Major Equipment and the Project. Owner shall support Performance Testing by providing operations personnel trained by Major Vendor, feedstock, and chemicals necessary to conduct such tests.

4.20 Financing Assistance. Major Vendor will provide access to and make available to Owner, the Independent Engineer and any Lender (including any consultant or engineer retained by any Lender) information relating to the status of the Major Vendor Services and the Project, including information, data and documents relating to the design, procurement, engineering, fabrication, manufacture, construction, start-up, commissioning, and testing of the Major Equipment and the Project, and such other matters as Owner reasonably may request. Major Vendor at its own cost shall furnish such usual and customary consents to assignment, certifications and representations and opinions of counsel, addressed to Owner and Lenders, as may be reasonably requested in connection with any financing or re-financing of the Project. Major Vendor hereby subordinates any mechanics' and materialmen's liens or other claims or encumbrances that may be brought by Major Vendor against Owner, the Contractor or any or all of the Major Equipment, the Major Vendor Services, the Project or the Site to any mortgage, deed of trust, security interest or liens granted in favor of Lenders, whether such liens in favor of Lenders is created, attached or perfected prior to or after any such liens, claims or encumbrances by Major Vendor, and shall require its Subcontractors to similarly subordinate their lien, claim and encumbrance rights. Major Vendor agrees to comply with reasonable requests of Owner for supporting documentation required by any Lender in connection with such subordination, including any necessary lien subordination agreements by Major Vendor and Subcontractors. Nothing in this Section 4.20 shall be construed as a limitation on or waiver by Major Vendor of any of its rights under applicable Law to file a lien or claim or otherwise encumber the Project as security for any undisputed payments owed to it by Owner hereunder which are past due; provided that such lien, claim or encumbrance shall be subordinate to any liens granted in favor of Lenders.

4.21 Books and Records. Major Vendor shall keep and shall require all Subcontractors to keep complete accounts, books and records satisfactory to Owner to demonstrate performance of the Major Vendor Services and showing all expenditures made under this Agreement. Major Vendor shall furnish Owner with such accounts, records, information and data as Owner reasonably may require. Such records shall include all time sheets, invoices, work logs, accounting records, written policies and procedures, original estimates, estimating worksheets, correspondence, change order files and other items to substantiate charges related to the Major Vendor Services. Such accounts and records shall be maintained for at least five (5) years after final payment to Major Vendor. At any reasonable time during performance of the Major Vendor Services and thereafter within five (5) years after final payment to Major Vendor, Owner and its representatives may inspect, copy and audit such accounts and records.

4.22 QA/QC. Major Vendor shall establish and maintain a Project specific quality assurance and quality control program with respect to the Major Equipment and the Major Vendor Services consistent with Good Industry Practice and shall submit such program to Owner for review and comment upon request by Owner within thirty (30) days after the Effective Date. Owner may engage the Construction Monitor and other third-party services to monitor and audit Major Vendor's quality assurance and quality control program. Owner's engagement of third-party services shall be in addition to the quality control, testing and inspection services procured by Major Vendor to comply with the requirements of applicable Law.

4.23 Creation of Liens. Notwithstanding any other provision herein, and provided that Owner makes all payments owed to Major Vendor for Major Vendor Services performed and invoiced by Major Vendor in accordance with the requirements of this Agreement as and when due and owing hereunder, subject to any right of Owner to set-off, retain or withhold amounts hereunder, Major Vendor shall not directly or indirectly create, incur, assume or suffer to be created by it or any Subcontractor, employee, laborer, materialman or other supplier of goods or services, any right of retention, claim, lien, security interest, charge or encumbrance on all or any part of the Site, the Major Equipment, the Project or any part thereof or interest therein. Major Vendor shall promptly pay or discharge, and discharge of record, or provide security reasonably acceptable to Owner with respect to, any such lien or encumbrance or other charge which, if unpaid, might be or become a lien or encumbrance. Major Vendor shall immediately notify Owner of the assertion of any lien or encumbrance. Major Vendor acknowledges and agrees and will require all Subcontractors to acknowledge and agree that any lien filed or recorded by Major Vendor or Subcontractor on all or any part of the Site, the Major Equipment or the Project shall be subordinate to the mortgage, security interest, lien, pledge or other interest of any Lender.

4.24 Other Contractors. Major Vendor acknowledges that Owner has contracted with the Contractor and other contractors for work, services, equipment and supplies related to the design, equipping, installation and construction of the Project and related facilities, systems, and structures. Major Vendor shall cooperate and coordinate with the Contractor, Owner and Owner's other contractors in the performance of the Major Vendor Services in a manner which does not interfere with, delay or disrupt the Contractor's, the Owner's and any other contractor's work or activities relating to the Project. Major Vendor shall promptly inform Owner (and confirm by written notice) any omission or failure by the Contractor, Owner or Owner's other contractors to perform work or activities which are necessary for Major Vendor to perform the Major Vendor Services in a timely manner. Major Vendor agrees to participate in meetings with the Contractor, Owner and Owner's other contractors as reasonably requested by Owner to facilitate coordinated performance of the Major Vendor Services and the design, equipping, construction, commissioning, start-up, and Performance Testing of the Project.

4.25 Guaranty. Major Vendor Guarantor will guarantee the full and faithful performance of all obligations and liabilities of Major Vendor under this Agreement by executing and delivering to Owner a Parent Guaranty in the form attached as Exhibit O on the Effective Date. Major Vendor shall not be entitled to any compensation under the Agreement unless and until Major Vendor provides the Parent Guaranty and other performance and payment security described in Exhibit N to Owner.

**ARTICLE 5.**  
**OWNER OBLIGATIONS**

5.1 Access to Site and Rights of Way. Owner shall provide reasonable access to the Site to Major Vendor for the sole purpose of the performance of the Major Vendor Services. Major Vendor shall conduct all activities and perform all Major Vendor Services at the Site in a manner consistent with the terms and conditions of any easement, right of way or other access right obtained by Owner relating to the Site. After Notice to Proceed and until the Handover Date, Contractor shall be responsible for securing the Site and controlling the entry of persons and materials onto the Site, and Major Vendor shall comply with all rules, policies and procedures established by Contractor regarding access to and activities at the Site.

5.2 Governmental Authorizations. Owner shall obtain in a timely manner the Permits which must be obtained in Owner's name for the Project. Owner shall use reasonable efforts to assist Major Vendor in its efforts to obtain the Permits listed in Exhibit G to be acquired by Major Vendor.

5.3 Representative(s). Owner and Major Vendor will each, within five (5) days after the Effective Date, designate one or more Representatives, who shall be authorized to act on behalf of the Party designating him/her, with whom the other Party's Representative may consult at all reasonable times, and whose instructions, approvals, requests and decisions shall be binding upon the Party as to all matters pertaining to this Agreement and the performance of such Party's obligations under this Agreement. A Party may replace a Representative or designate additional Representatives by notice to the other Party.

5.4 Equipment Installation. Major Vendor shall fully cooperate and coordinate with Contractor in connection with the Major Equipment Installation and provide to Contractor and Owner all plans, drawings, training materials, specifications, manuals, directions and other data, information or documents necessary for performance of the Major Equipment Installation and the commissioning, start-up and Performance Testing of the Major Equipment and the Project.

**ARTICLE 6.**  
**PRICE AND PAYMENT**

6.1 Contract Price. The total amount to be paid by Owner to Major Vendor for performance, completion and warranty of the Major Vendor Services and achievement of Handover of the Project by the Guaranteed Handover Date in accordance with this Agreement shall be a lump sum guaranteed maximum fixed price of Fifty-Seven Million Four Hundred Thousand Dollars (\$57,400,000). The Contract Price shall be the sole and exclusive compensation, remuneration and payment by Owner to Major Vendor for performance, completion and warranty of the Major Equipment and the Major Vendor Services, and the other obligations, duties and responsibilities of Major Vendor under this Agreement. Except as expressly, specifically otherwise provided in this Agreement with respect to (i) customs duties, tariffs and taxes relating to the Pulp Equipment, if any, and (ii) the cost of utility service, feedstock and chemicals consumed in Performance Testing, which is to be borne by Owner, Major Vendor shall bear all costs, salaries, wages, benefits, contributions, commissions, overhead, expenses, payroll taxes, assessments, impositions, rental fees, lease charges, fees, licenses, charges and other amounts arising out of,

relating to or in connection with the design, engineering procurement, fabrication, assembly, manufacture, transportation, sale and delivery of the Major Equipment and performance of the Major Vendor Services, as well as activities relating to the Major Equipment Installation. Major Vendor shall provide at its cost and expense all materials, instruments, utility service, communication and data services, tools, rolling stock, vehicles, design, engineering, technology, Intellectual Property and other items, things, and rights related to the Major Vendor Services.

6.2 Billing. Owner shall make partial payments of the Contract Price for Major Vendor Services performed as milestones are completed. Payment will be made by the Owner within thirty (30) calendar days of receipt of a valid and complete invoice for each completed milestone. No later than five (5) Business Days after the end of each calendar month, Major Vendor shall render to Owner an invoice for all Milestones achieved during such month. Each invoice shall be in the form set forth in Exhibit J and contain a level of detail reasonably required by Owner, including the Milestones achieved in the prior month, the Milestone Payment associated with each completed Milestone being invoiced, the Contract Price, the amount of any Change Order, the amounts paid as of the invoice date and the current Retainage. Upon submission of a Final Invoice, Major Vendor shall include a statement summarizing and reconciling all previous invoices, payments and Change Orders, and an affidavit that all payrolls, payroll taxes, liens, charges, claims, demands, judgments, security interests and any other indebtedness connected with the Major Vendor Services have been paid, accompanied by a fully executed final lien release in the form set forth in Exhibit K. Major Vendor acknowledges and agrees that financing documents require that in connection with project fund draw requests by Owner to the Lender to request disbursement of funds to pay valid and complete invoices submitted by Major Vendor hereunder for performance of the Major Vendor Services, each such request submitted by Owner to the Lender must be signed by an authorized representative of the Owner and certified by the Construction Monitor designated in accordance with the financing documents. The Parties agree to make changes to the invoicing and billing process hereunder which are reasonably requested by Owner to comply with the requirements of the financing documents concerning documentation, submission and payment of disbursement requests.

6.3 Transfer of Title. Title to all Major Equipment sourced offshore will pass to Owner when the goods are delivered CIF (cost, insurance, freight paid by Major Vendor) to Owner at the Port of Miami. Title to all Major Equipment sourced in North America will pass to Owner at delivery of such Major Equipment to the Site. Major Vendor shall transfer to Owner, as applicable, all right, title and interest in and to the Major Equipment, Deliverables and Intellectual Property, free and clear of all liens, claims, charges, security interests and encumbrances of any kind whatsoever, no later than when full payment for said Equipment has been made to Major Vendor. Major Vendor shall retain risk of loss for Major Equipment until delivered to Owner. The transfer of title to Owner shall in no way diminish or affect Major Vendor's obligations, duties or responsibilities to Owner under this Agreement including, with regard to performance, indemnity, or warranty. If progress or advance payments are made by Owner to Major Vendor hereunder or by Major Vendor to any Subcontractor, Major Vendor agrees, and shall cause each Subcontractor to agree that title to the Major Equipment and/or Major Vendor Services or any portion thereof covered hereby or thereby shall vest automatically in Owner notwithstanding that the Major Equipment and/or Major Vendor Services of any parties is not ready for delivery or that further

acts of Major Vendor or Subcontractor may be required for the making or completing of the Major Equipment and/or Major Vendor Services or rendering them fit for delivery to Owner in accordance with the requirements of this Agreement. Notwithstanding the timing of passage of title, Major Vendor and its Subcontractors providing Major Equipment shall clearly mark all such Major Equipment in progress and during the manufacturing and assembly as being prepared for the Project, segregate the Major Equipment in any location where it is stored and otherwise distinguish the Major Equipment from material in preparation for other facilities or projects. Major Vendor acknowledges and agrees that all right, title and interest in and to all product and materials produced by the Project shall be owned solely and exclusively by Owner free and clean of any and all liens, claims, charges, security interests and encumbrances of any kind.

6.4 Timeliness of Payment. Unless otherwise agreed to by the Parties and subject to the provisions of Section 6.4, the undisputed amount of an invoice under this Agreement shall be due and payable in accordance with the payee's invoice instructions on or before thirty (30) days after receipt of the invoice. Each Party will make payments or cause payments to be made by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not in dispute which are not paid by the due date will be deemed delinquent and will accrue interest at the Default Rate. Owner shall have the right to withhold Retainage from the payment of any invoice submitted by Major Vendor for the Major Vendor Services and Major Equipment, and to set-off against any amount owed by Major Vendor to Owner and/or withhold payment as provided in Section 6.4.

6.5 Payment not Required. In addition to Owner's right to withhold disputed amounts set forth in an Invoice, Owner may, upon giving Major Vendor ten (10) days' prior written notice, withhold payment on an Invoice or a portion thereof, and enforce and collect on the payment security provided by Major Vendor in accordance with Exhibit N, an amount and to such extent as may be reasonably necessary to protect Owner from loss due to: (a) defective or non-complying Major Equipment or Major Vendor Services that Major Vendor is required to correct; (b) liens or other encumbrances on all or any part of the Site, the Major Equipment, the Major Vendor Services or the Project, which are filed by any Subcontractor of Major Vendor; (c) any material breach by Major Vendor of any term or provision of this Agreement; (d) the assessment of any fines or penalties against Owner as a result of Major Vendor's violation of or failure to comply with applicable Law, Permits, codes or standards; (e) amounts overpaid by Owner to Major Vendor in a preceding month; and (f) liquidated damages which Major Vendor owes under the terms of this Agreement; or (g) any other costs or liabilities which Owner has incurred for which Major Vendor is responsible under this Agreement. Owner may offset any amount due and payable from Major Vendor to Owner under this Agreement against any amount due and payable to Major Vendor hereunder. If Owner has reasonable cause to believe that the actual schedule of the Major Vendor Services is fifteen (15) days or more behind the Baseline Schedule, Owner shall not be obligated to make any progress payment to Major Vendor unless and until Major Vendor has developed and implemented a corrective plan acceptable to Owner in its reasonable discretion within thirty (30) days after notice by Owner, to resume within no longer than thirty (30) days performance in accordance with the Baseline Schedule. Any progress payment that Owner is relieved from paying under the terms of this Section 6.5, shall be made, without interest, upon satisfaction of the conditions to payment. Owner may deduct and set off against any payment due or to become due

to Major Vendor under this Agreement any amounts due from Major Vendor to Owner under this Agreement.

6.6 All Payments Subject to Release of Liens. Prior to payment by Owner of any invoice submitted by Major Vendor (or portion thereof), Major Vendor shall: (a) certify to Owner, and provide to Owner sufficient Documentation (including an interim lien waiver and release substantially in the form of Exhibit K-1 and acceptable to Owner and Lenders) to establish that the Major Equipment, the Major Vendor Services, the Project, the Site and any and all interests therein, and all equipment, supplies, materials and items placed on the Site, are free from any and all claims for payment, liens, charges, security interests or encumbrances; and (b) provide copies of such interim releases and waivers from Subcontractors as are necessary to support Major Vendor's certificate. As a condition of Handover, Major Vendor shall deliver to Owner a final release and waiver of liens substantially in the form of Exhibit K-2, executed by each Subcontractor.

6.7 Payment or Use Does Not Constitute Acceptance. Remittance by Owner of any payment or credit to Major Vendor, or withholding of Retainage or other amounts hereunder shall not constitute an acceptance of any of the Major Vendor Services, Major Equipment or the Project nor shall it relieve Major Vendor of any of its obligations, duties, responsibilities and warranties under this Agreement.

6.8 Payment Disputes. If a Party disputes the other Party's invoice or request for payment under this Agreement, the Party shall give notice of the disputed amount, together with a reasonable explanation of the nature of the dispute to the other Party. Notwithstanding the dispute, the Parties shall otherwise proceed with the performance of their obligations under this Agreement. A Party withholding payment as part of a good faith dispute will not as a result thereof be in breach or default under this Agreement.

## **ARTICLE 7. COMPLETION AND ACCEPTANCE OF PROJECT**

7.1 Handover. "Handover" shall occur when all of the following conditions have been satisfied: (a) Major Vendor has completed all of the Major Vendor Services in accordance with this Agreement and demonstrated attainment of the Performance Guarantees through performance and successful completion of the Performance Testing, including delivery of all necessary Permits, the Turnover Package and results of Performance Testing, and Major Vendor has completed all training of Owner personnel necessary for Owner to fully use, operate and maintain the Project, and Owner has accepted all Major Vendor Services; (b) the Project is capable of being operated for the intended purpose at the required standards and levels of production and performance in a reliable, safe, normal and continuous manner in accordance with Good Industry Practices and all applicable Laws and Permits; (c) Major Vendor has demonstrated that all safety, security, information technology, detection, measuring and communication controls, instruments, meters, protective equipment, systems and equipment comprising the Major Equipment for the Project are correctly installed and fully operational; (d) the Major Vendor's requirements with respect to the Major Equipment Installation are met; (e) all equipment, tools, temporary facilities, wastes, debris and other items are removed from the Site; (f) Major Vendor and Contractor each has submitted all required Documentation and has submitted its final invoice along with (i) a statement summarizing and reconciling all previous invoices, payments and Change Orders; (ii) an affidavit

that all payrolls, taxes, bills for equipment, and any other indebtedness connected with the services and work for which it and its Subcontractors are liable have been paid; and (iii) fully executed final lien and claim waivers from it and its Subcontractors; and (g) Owner has received all other information, Documentation, Intellectual Property, spare and replacement parts and components and materials related to the Major Equipment and the Major Vendor Services reasonably requested by Owner in order to use, operate and maintain the Project. At such time as Major Vendor believes Handover has been achieved, Major Vendor shall deliver to Owner notice that Handover has been achieved. Within five (5) Business Days after receipt of such notice, Owner shall provide notice which will state either that: (x) Handover has not been achieved, and will include the reasons therefor; or (y) Handover has been achieved. If Owner gives notice that Handover has not been achieved, Major Vendor shall promptly take such actions necessary to achieve Handover. This procedure shall be repeated as necessary until Handover has been achieved, which in no event shall be later than the Guaranteed Handover Date. If Handover of the Project does not occur on or before the Guaranteed Handover Date, Owner's remedies shall include, without limitation, receipt and collection of liquidated damages for delay in achievement of Handover of the Project in the amount of Fifty Thousand Dollars (\$50,000) per day for each day of delay in achievement of Handover as provided in Section 7.3.

7.2 Owner Notice. Upon Owner's determination that Handover has been achieved, Owner shall provide notice thereof to Major Vendor and Handover shall be effective as of the date of Major Vendor's notice. If Owner fails to provide timely notice of acceptance or rejection in accordance with Section 7.1, Handover shall be deemed to have occurred on the day after the expiration of the applicable notice period and the Handover Date shall be the date of Major Vendor's notice.

7.3 Liquidated Damages.

(a) In the event that Handover is not accomplished on or before the Guaranteed Handover Date for any reason other than a Force Majeure Event, Major Vendor and Contractor will be obligated to pay to Owner and Owner shall have the right, in addition to its other rights and remedies under this Agreement, to receive payment from Major Vendor and Contractor of liquidated damages for delay in the amount of \$50,000.00 per day ("Delay Damages") for each day of delay beyond the Guaranteed Handover Date until Handover is achieved; provided, however, that Owner shall have the right to terminate this Agreement by notice to Major Vendor if Handover is not achieved within sixty (60) days after the Guaranteed Handover Date. Owner may in its discretion elect to receive and collect Delay Damages by (a) invoicing Major Vendor and Contractor for Delay Damages on a weekly basis, with payment of any such invoice be due and owing on receipt; (b) setting off against any amount owed by Owner to Major Vendor the amount of Delay Damages; (c) withholding from any payment to Major Vendor the amount of Delay Damage; (d) drawing on Retainage and/or (e) making a claim on, enforcing and/or drawing on the Parent Guaranty and Performance Security provided by Major Vendor in accordance with Exhibit N. Major Vendor agrees with respect to the allocation of responsibility and liability for the payment of Delay Damages that (i) if Major Vendor causes the delay, it shall be liable for and obligated to pay to Owner the full amount of the Delay Damages; (ii) if both Major Vendor and Contractor contribute to causing the delay, Major Vendor and Contractor shall each be liable for and obligated to pay to Owner fifty percent (50%) of the Delay Damages; (iii) if Contractor causes the delay,



Contractor shall be liable for and obligated to pay to Owner the full amount of the Delay Damages; and (iv) in the event of a dispute regarding the cause or allocation of responsibility for delay, the dispute shall be resolved by the Independent Engineer in accordance with Article 19, and the decision of the Independent Engineer shall be final and binding.

(b) The Parties acknowledge, recognize and agree on the following:

(i) that time is of the essence with respect to achieving Handover on or before the Guaranteed Handover Date; that because of the unique nature of the Project and the unavailability of a substitute facility, it is difficult or impossible to determine with precision the amount of damages and losses that would or might be incurred by Owner as a result of Major Vendor's failure to achieve Handover on or before the Guaranteed Handover Date; and

(ii) that any sums which would be payable for Delay Damages are in the nature of liquidated damages, and not a penalty, and are fair and reasonable and such payment represents a reasonable estimate of fair compensation for the damages and losses that may reasonably be anticipated from such failure, and shall, without duplication, be the sole and exclusive remedy of Owner with respect to the failure by Major Vendor to achieve Handover on or before the Guaranteed Handover Date.

7.4 Notice of Delay. Major Vendor shall notify Owner, as soon as practicable, if it does not expect Handover to be achieved by the Guaranteed Handover Date. Delivery of such notice(s) will not relieve or discharge Major Vendor from its obligations hereunder, including its obligation to continue to perform the Major Vendor Services until Handover is achieved, or affect in any way Owner's rights or remedies hereunder. Such notice shall include Major Vendor's plan to accelerate the Major Vendor Services and to minimize the delay, and set forth the date on which Major Vendor expects to achieve Handover. Owner shall calculate Delay Damages weekly until Handover is achieved. Delay Damages may be billed to Major Vendor weekly or set-off against and netted from any amounts owed by Owner to Major Vendor.

7.5 Operation and Access Following Handover. Upon achievement of Handover, care, custody and control of the Project shall transfer to Owner.

## **ARTICLE 8. PERFORMANCE AND PAYMENT SECURITY**

8.1 Payment and Performance Security. In order to secure Major Vendor's performance of the Major Vendor Services and its other obligations, duties, responsibilities and agreements hereunder, including payment of Subcontractors, no later than the date of Financial Closing, Major Vendor shall deliver as security to Owner or its designee, a Letter of Credit in the amount of Five Million Dollars (\$5,000,000) in the form attached as Exhibit N, a claims-made policy of error and omissions insurance having coverage limits of not less than Ten Million Dollars (\$10,000,000), with no deductible, in a form acceptable to Owner, and the Parent Guaranty in the form attached as Exhibit O (collectively, the "Performance Security"). The issuer of each form of Performance Security and the form, terms and conditions thereof shall be satisfactory to Owner in its sole discretion. The amount of the Performance Security shall be automatically increased by the amount of any increase in the Contract Price by a Change Order. With respect to the delivery

of the Letter of Credit by Major Vendor to Owner, the Parties agree that they will cooperate to arrange with the Lender and the bank issuing the Letter of Credit for (a) a partial payment of the Contract Price in the amount of Five Million Dollars (\$5,000,000) from the initial amount to be paid directly by the Lender to the bank issuing the Letter of Credit on the day of Financial Closing, (b) for the issuing bank to deliver the Letter of Credit to the Lender designee no later than one (1) Business Day after such payment by the Lender to the issuing bank, and (c) within one (1) Business Day after receipt of the Letter of Credit, the Lender will disburse to Major Vendor the balance of the initial payment amount to Major Vendor, all as further described in Exhibit C-1. The Letter of Credit shall remain in force and effect through the Handover Date, and the claims made policy of errors and omissions insurance and the Parent Guaranty shall remain in force and effect through the end of the Warranty Period and the fulfillment and satisfaction by Major Vendor of its obligations under this Agreement. In the event that Owner fails to pay in full the initial installment of the Contract Price, less Retainage, as set forth in Exhibit C-1, within five (5) days after the Notice to Proceed Date, the Letter of Credit shall be cancelled and returned to Major Vendor upon written request.

8.2 Enforcement. In the event of any breach or event of default by Major Vendor, in addition to monetary damages, specific performance, termination of this Agreement performance and completion of the Major Vendor Services and other obligations of Major Vendor hereunder, and any other rights or remedies available at law or in equity, Owner may withhold payment of any outstanding invoices from Major Vendor and use such funds to pay for the Major Vendor Services that Major Vendor would have performed. Owner may also draw on, make a claim on, enforce and/or liquidate any Letter of Credit, Parent Guaranty, policies of insurance and any other security instruments provided by Major Vendor to Owner in satisfaction of other requirements in this Agreement. Additionally, Major Vendor shall pay Owner for any damages, costs and expenses, including attorney's fees, and accrued interest incurred by Owner due to Major Vendor's breach or default, including any costs and expenses for Major Equipment or Major Vendor Services that Major Vendor would have provided or performed.

8.3 Return of Security. Not more than thirty (30) days following the expiration of the Warranty Period and upon Major Vendor's written request, provided that there are no pending claims by Owner against Major Vendor arising out of or relating to the Project or the Major Vendor Services, Owner shall return to Major Vendor the Parent Guaranty and authorize the cancellation of the policies of insurance described in Exhibit N that are occurrence based policies.

## **ARTICLE 9. WARRANTY**

9.1 Warranty. In addition to other warranties by Major Vendor hereunder, for a period of two (2) years following the Handover Date (the "Warranty Period"), Major Vendor warrants that the Major Equipment and Major Vendor Services will be free from defects in design, materials and workmanship when maintained and operated in accordance with Good Industry Practices. In the event of defective or deficient Major Equipment or Major Vendor Services, Major Vendor must at its sole expense take all action necessary to either repair or replace Major Equipment or Major Vendor Services in order that the Project conforms with such warranty requirements, and Major Vendor shall perform any other work, service or activity necessary or incidental thereto.

Major Vendor shall become obligated to commence such repair or replacement immediately upon the earlier of: (a) notice by Owner; or (b) the date on which Major Vendor knows or reasonably should have known of a breach of a warranty. Major Vendor shall perform all Major Vendor Services and activities during the Warranty Period in a manner which does not unreasonably disrupt, interfere with or adversely affect operation of the Project. If any correction, repair, replacement or re-performance is performed during the Warranty Period, the warranty applicable to such portion of the Major Equipment or Major Vendor Services shall be extended three hundred sixty-five (365) days from the later of the date of completion of such modification, correction, repair, replacement or re-performance or the date the Major Vendor Service so corrected, repaired, replaced and re-performed is returned to commercial. The foregoing is without prejudice to Major Vendor's obligation to correct defects, deficiencies, errors, mistakes or omissions that are discovered prior to the Handover Date. If Major Vendor fails to complete all required warranty work within thirty (30) days after notice, or if any emergency exists requiring Owner to act before Major Vendor has completed the necessary warranty work, Owner shall have the right to elect to perform or cause to be performed the warranty work and invoice Major Vendor for all costs, expenses and fees incurred. Major Vendor shall pay such invoice within ten (10) days following receipt thereof. Action undertaken by Owner related to Major Vendor's warranty obligations shall not void or diminish Major Vendor's warranties and shall not result in the waiver or release of any of Owner's other rights or remedies.

9.2 Equipment Warranties. Major Vendor warrants that all Major Equipment and materials furnished by Major Vendor for incorporation into or forming a part of the Project will be new, uses proven technology and is suitable for its intended use in the Project and that spare and replacement parts and components are readily available from manufacturers, vendors and distributors and Major Vendor has no knowledge of any plan to discontinue the availability of such parts. Major Vendor will obtain for Owner, and does hereby assign to Owner, effective upon the Handover Date, the rights and benefits of any warranties provided by Subcontractors. Such assignment shall not relieve Major Vendor of its Warranty obligations hereunder. Major Vendor shall preserve Warranties in full force and effect and, until the end of the Warranty Period and shall take all actions reasonably necessary to enforce all third-party Warranties in respect of the Project.

9.3 Good Title. Major Vendor warrants good and merchantable title and ownership, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Major Equipment, Intellectual Property, Documentation, materials and other items furnished by Major Vendor or any of its Subcontractors in the performance of the Major Vendor Services. Major Vendor will at its cost and expense and within ten (10) days of notice satisfy, discharge or bond any lien filed or recorded by any Person in relation to the Major Vendor Services.

9.4 Title to Drawings. Major Vendor warrants that title to drawings, designs, plans, specifications, and other Documentation prepared as part of the Major Vendor Services will be the property of Owner free and clear of all claims, limitations, restrictions and liens. With respect to any Intellectual Property and proprietary information and product of Major Vendor contained in any Documentation, Major Vendor grants to Owner a worldwide, perpetual, irrevocable, non-exclusive, transferable, cost-free, royalty-free license, which is specific to the Project and the Site to use and reproduce it as necessary or useful for the purposes of equipping, constructing,

operating, maintaining, rebuilding, repairing, rehabilitating, replacing, altering and expanding all or any part of the Project on the Site. Owner shall have the right to assign such license or grant a license or sub-license in any manner desired including assignment to any Lender in connection with granting a security interest in the Project, to a purchaser of the Project or to any subsequent assignee of the same.

#### 9.5 Intellectual Property.

(a) Definitions. As used in this section, “Technology” means (i) the proprietary aspects of the Major Vendor Bagasse Pulping system and all of its components, (ii) all Improvements developed by Major Vendor as a result of, or in the course of rendering the Major Vendor Services, and (iii) all Intellectual Property rights to the proprietary aspects of the Major Vendor Bagasse Pulping system hereunder and the Improvements. As used in this section, “Improvements” means the portion of physical plant constituting the Project provided by Major Vendor in performance of the Major Vendor Services, and any improvements, derivative work, modification or enhancement to the Technology, whether or not patentable, that is developed by or on behalf of Major Vendor. As used in this section, “Intellectual Property Rights” means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, or other similar intellectual property law.

(b) Ownership. Major Vendor represents, warrants and covenants to Owner and its Affiliates, related parties, Lenders, insurers, contractors and customers that Major Vendor is the exclusive owner of or an authorized licensee of and Major Vendor owns or has the right license and right to use, free and clear of any claim, restriction, lien, security interest, charge or other encumbrance, the Technology and licenses of technology procured in connection with the performance of the Major Vendor Services and the design, equipping, engineering, construction, of the Project and the Major Equipment, and the processes used therein. Major Vendor hereby provides and grants to Owner at no additional cost, expense or fee to Owner, a worldwide, perpetual, irrevocable, royalty and fee free, assignable and sublicensable licenses to Owner to use this Technology and the Major Equipment supplied by Major Vendor solely for the use, operation, maintenance, repair, alteration, expansion, upgrading, improving, rehabilitation, restoration and renovation of the Project and all such other purposes in any way relating to the Project. Major Vendor further represents, warrants and covenants that the Technology and the Major Vendor Equipment supplied by Major Vendor and the use of the Technology and such Major Vendor Equipment in connection with the Major Vendor Services and the Project do not infringe on, misappropriate or misuse any Intellectual Property Rights of any person or entity and that Major Vendor and its Affiliates and related parties are not a party to any litigation, regulatory, administrative or other dispute proceeding, and no such litigation or proceeding exists or has been threatened by any persons or entity. Major Vendor further represents and warrants to Owner that any and all intellectual property incorporated into the technology or used on the performance of the Major Vendor Services and the Major Equipment and/or the manufacture, assembly, erection and installation of the Major Equipment provided by Major Vendor which was developed by Major Vendor in connection with the Bagasse Pulping shall remain the sole property of Major Vendor.

(c) Non-Infringement. Major Vendor represents, warrants and covenants to Owner and its Affiliates, related parties, Lenders, insurers, contractors and customers that the Major Vendor

Services, all Major Vendor Equipment and items furnished by or for Major Vendor, the Documentation, the Bagasse Pulping and the Technology, and Owner's possession, operation, and uninterrupted and continuous use thereof for all uses and purposes contemplated by this Agreement and the conduct of business and operations by Owner at the Project and marketing and sale of product from the Project, will not infringe on, misappropriate or misuse any Intellectual Property Rights of Technology Rights Holder or any other person or entity, and as of the Effective Date there are no threatened or pending claims, litigation, regulatory or administrative proceedings, investigations or other proceedings against Major Vendor, its Affiliates, principals or persons or entities which manage and control Major Vendor or are related to, employed by, contracted with or affiliated with Major Vendor or its principals or any other person or entity based on an alleged violation, infringement, misappropriation or misuse of such Intellectual Property Rights, Improvements and the Technology.

(d) Major Vendor agrees to indemnify, defend and hold Owner and its Affiliates, related parties, Lenders, insurers, contractors and customers harmless from any claims which may arise from third-party claims of ownership or infringement, misappropriation or misuse of intellectual property rights in regard to Technology or Major Equipment used by or provided by Major Vendor to Owner and/or incorporated into the design or construction of the Project.

#### **ARTICLE 10. FORCE MAJEURE**

10.1 Excused Performance. If either Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure event, the affected Party will be excused from whatever performance is prevented or delayed by the Force Majeure event to the extent so affected; provided, however, that: (a) the non-performing Party, within five (5) Business Days after the occurrence of a Force Majeure event, gives the other Party notice describing the particulars of the occurrence, including an estimation of its expected duration and potential impact on the performance of such Party's obligations, and thereafter, continues to furnish timely reports with respect thereto; (b) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure event; (c) no liability of either Party for an event which occurred or arose before the occurrence of the Force Majeure event shall be excused as a result of the occurrence; (d) the affected Party shall exercise all reasonable efforts to mitigate or limit the impact on the other Party; (e) the affected Party shall use commercially reasonable efforts to correct or cure the event or condition excusing performance and resume performance of all its obligations; and (f) when the affected Party is able to resume performance of its obligations under this Agreement affected by the Force Majeure event, it shall give the other Party notice and promptly resume performance.

10.2 Schedule Adjustment. The Baseline Schedule shall be revised and adjusted accordingly, if required, to account for Force Majeure event delay. All such revisions or adjustments shall be set forth in a Change Order initiated by a Change Order Request and following the procedure set forth in this Agreement.

#### **ARTICLE 11. CHANGE ORDERS**

### 11.1 Change Orders.

(a) Owner may direct changes in the Agreement, in accordance with procedures set forth in this Article 11, including suspending or terminating performance of all or any portion of the Major Vendor Services at any time for any reason, in which case the Baseline Schedule and Contract Price may be revised upon agreement of the Parties pursuant to the process set forth in this Article 11. No such change shall be effective unless authorized by Owner and documented in a Change Order in accordance with the procedures described in this Article 11. Verbal authorizations by Owner's Representative may only be acted upon by the Major Vendor in the event of a safety related emergency, but any such change must be documented as soon as possible in a written Change Order.

(b) If Owner desires to exercise its right to right to change, add to or reduce the scope or performance of the Major Vendor Services. Owner shall submit a request for such change to Major Vendor in writing. Within ten (10) days after such request, Major Vendor will provide a written estimate to Owner of any variations to the Major Vendor Services, Contract Price, schedule, fees and performance of the Project, as well as the effect of such potential change on the nature, scope or cost of operation, maintenance and repair of the Project or the capacity, capability, functionality, or useful life of the Project arising from the requested change, and any other material impact the change might have on the performance of this Agreement and the Guaranteed Handover Date. Promptly after receipt of the written estimate, the Parties shall negotiate in good faith and attempt to agree in writing on the terms of the change or additional, if any. No Party shall be bound by any Change Order unless mutually agreed in writing; provided, however, that Owner shall have the right to direct Major Vendor to proceed with performance and completion of the changes on a time and materials basis using the rates and charges utilized by Major Vendor in establishing the Contract Price, subject to ultimate resolution of any disagreement by the Parties with respect thereto through the dispute resolution process in this Agreement.

### 11.2 Change Order Request.

(a) Major Vendor shall have the right to a Change Order in the event of any of the following occurrences: (i) a change in an applicable Law that adversely affects (A) Major Vendor's costs of performance of the Major Vendor Services or (B) Major Vendor's ability to perform and complete the Major Vendor Services on the critical path in accordance with the Baseline Schedule; (ii) acts or omissions of Owner in material breach of this Agreement that adversely affect (A) Major Vendor's costs of performance of the Major Vendor Services or (B) Major Vendor's ability to perform the Major Vendor Services on the critical path in accordance with the Baseline Schedule; (iii) Force Majeure; (iv) acceleration, suspension or termination of any portion of the Major Vendor Services, including the manufacture or delivery of the Pulp Equipment, directed by Owner for reasons other than breach, default, failure, non-performance, negligence or willful misconduct by Major Vendor or persons within its control; or (v) discovery of Hazardous Substances at the Site for which Owner is responsible that adversely affects (A) Major Vendor's costs of performance of the Major Vendor Services or (B) Major Vendor's ability to perform the Major Vendor Services on the critical path in accordance with the Baseline Schedule.

(b) Any request by Major Vendor for a Change Order shall take the form of a written Change Order request (a "Change Order Request"), which shall be delivered to Owner's

Representative for review, as soon as possible and in any event within five (5) Business Days after Major Vendor becomes aware of the circumstances which it believes necessitates or gives rise to a Change Order. Owner shall promptly review a Change Order Request.

(c) Any Change Order Request shall be in a form substantially similar to the Change Order Request Form attached as Exhibit E and shall be supplemented by any additional documentation and information which Owner may reasonably request. All Change Order Requests shall at a minimum include documentation sufficient to enable Owner to determine the following:

- (i) the nature, scope and extent of the proposed additions to or deletions from the Major Vendor Services;
- (ii) the effect on the Contract Price or Milestone payment schedule (including Subcontractors, material and labor cost and labor-hour breakdown information);
- (iii) the effect on the Baseline Schedule and Milestone Dates;
- (iv) the effect on the performance, warranty, useful life, production, or reliability of the Project;
- (v) the effect on the cost and performance of operation, maintenance, repair and ownership of the Project; and
- (vi) such other information as may reasonably be necessary for the implementation of the Change Order, including the effect on any other provisions hereof.

(d) Owner reserves the right to evaluate and negotiate all elements of the Change Order and to reject a Change Order Request. If Owner rejects a Change Order Request by Major Vendor arising out of a suspension or termination of any portion of the Major Vendor Services, other than breach, default, failure, non-performance, negligence or willful misconduct by Major Vendor or persons within its control, Major Vendor shall have the right to dispute such rejection by Owner through the dispute resolution process set forth in Article 19; provided that Major Vendor commences such process within thirty (30) days after Owner's rejection of the Change Order Request.

(e) Price and Effect of Changes.

(i) In the event of a Change Order which results in a change in the Contract Price, the amount to be added to or deducted from the Contract Price shall be determined by the Owner based on Major Vendor's agreed upon rates set forth in Exhibit C-2 or in a manner consistent with the pricing of the Contract Price, including with respect to "mark ups" for indirect costs, general and administrative costs, overhead, profit and contingency, all of which shall be subject to Owner approval.

(ii) If rates are not agreed upon by the Parties in advance of commencement of the changed or additional Major Vendor Services, the applicable rate shall be determined on a fully transparent, open book basis, approved by the Owner, and shall be properly itemized and supported by sufficient substantiating data to permit the Owner to evaluate the vendor, subcontractor, scope, pricing and other details. Major Vendor shall provide Owner with such purchase orders, invoices, payment requests, receipts and other

documents and records as may be necessary to enable Owner to verify, to its reasonable satisfaction, the Major Vendor's additional costs or savings associated with a Change Order.

## **ARTICLE 12. INDEMNIFICATION**

### 12.1 Indemnification by Major Vendor.

(a) To the fullest extent permitted by law, and without limiting any indemnification otherwise provided at law or in equity, Major Vendor will fully protect, indemnify, defend and hold harmless the Owner (including its Affiliates, Lenders, Independent Engineer, and Owner's other contractors and its and their officers, directors, employees, managers, members, shareholders, agents and successors, the "Owner Indemnitees") for, from and against all claims, demands, damages, losses, actions, proceedings, investigations and lawsuits, costs, expenses (including reasonable attorney's fees) penalties, fines, and assessments to the extent arising out of, relating to or resulting from, any of the following except to the extent such costs, expenses, fees or damages are caused in part by the negligence or willful misconduct of Owner or any Owner Indemnitee), and Major Vendor's indemnification of Owner Indemnitees will not be limited to the amount of any insurance providing coverage or Performance Security and will survive the termination or expiration of this Agreement:

(i) Any actual or alleged loss or damage to property of, or injury to or death of, any Person caused wholly or partially by (A) any negligent act, omission, fault, mistake, error, or willful misconduct of the Major Vendor or any of its Subcontractors in connection with the Major Vendor Services; or (B) a mistake, deficiency, error, omission or defect in any portion of the Major Equipment.

(ii) Any liens, charges or security interests filed, recorded or threatened by any Person relating to all or any part of the Major Equipment, the Major Vendor Services, the Site or the Project provided that Major Vendor has been paid or credited for the Major Vendor Services to which said lien, charges or security interests relate;

(iii) The Release of Hazardous Substances by the Major Vendor or any Subcontractor;

(iv) Major Vendor's breach of any representation, warranty or term of this Agreement;

(v) Major Vendor's failure to pay any and all contributions and taxes for unemployment insurance, retirement benefits, life insurance, pensions, annuities and any other benefits with respect to persons employed by Major Vendor or any Subcontractor;

(vi) Major Vendor's failure to comply with applicable Laws or Permits; or

(vii) Any actual or threatened infringement, violation, misuse or misappropriation of Intellectual Property.

(b) Intellectual Property Indemnity. Major Vendor shall fully protect, indemnify, hold harmless and defend Owner from and against any and all damages, losses, costs, expenses and



reasonable attorney's fees which Owner may suffer or pay by reason of any claims of infringement, misuse or misappropriation of any Intellectual Property, proprietary rights, trade secrets or confidential information related to the Major Vendor Services or the Project. If a temporary restraining order or preliminary injunction is granted relating to the use of any Intellectual Property relating to the Major Equipment or Major Vendor Services, Major Vendor shall make every reasonable effort, by giving a satisfactory bond or other security, at Major Vendor's sole cost and expense, to secure the suspension of the injunction or restraining order as soon as possible. If, in any such suit or claim, the Major Vendor Services, or any part, combination or process thereof, is held to constitute an infringement, misuse or misappropriation and its use is permanently enjoined, Major Vendor shall promptly make every reasonable effort to secure for Owner a license, at no cost to Owner, authorizing its continued use of the infringing Major Vendor Services. If Major Vendor is unable to secure such license within a reasonable time, Major Vendor shall promptly, at its own expense and without diminishing or impairing its obligations, duties, responsibilities and requirements hereunder, either replace the affected Work with non-infringing components or parts or modify the same so that they become non-infringing.

12.2 Indemnification by Owner. To the fullest extent permitted by law, and without limiting any indemnification otherwise provided at law or in equity, the Owner will fully protect, indemnify, defend and hold harmless the Major Vendor (including its Affiliates and subcontractors and its and their officers, directors, employees, managers, members, shareholders, agents and successors, the "Major Vendor Indemnitees") for, from and against all claims, demands, actions, proceedings, investigations and lawsuits and the direct costs, expenses and damages arising out of or resulting from the sole negligence or to the extent of any willful misconduct of the Owner in connection with the performance of its obligations and activities hereunder or at the Site.

12.3 Legal Defense. The indemnifying party shall have the right to engage competent counsel and manage the defense, settlement or other resolution of any claims subject to the indemnity provided under this Agreement. An indemnified party or indemnitee shall have the right, at its sole discretion, on its own behalf or on behalf of any other indemnitee to participate in the defense to whatever extent it deems necessary to protect its own interest or that of any other indemnitee.

### **ARTICLE 13. LIMITATION ON LIABILITY**

NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS, REPRESENTATIVES, AFFILIATES, OR SUCCESSORS OR ASSIGNS WILL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS OR REVENUE, LOSS OF BUSINESS OR OPPORTUNITY, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, DEMAND, ACTIONS OR PROCEEDINGS RESULTING FROM OR ARISING OUT OF THIS AGREEMENT WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PROFESSIONAL LIABILITY, CONTRIBUTION, OR OTHERWISE, PROVIDED, HOWEVER, THAT, TO THE EXTENT THAT ONE PARTY IS ENTITLED TO INDEMNIFICATION FROM THE OTHER PARTY FOR CLAIMS BY THIRD PARTIES, ANY

DAMAGES AWARDED TO OR SETTLEMENT PAID TO SUCH THIRD PARTY (DIRECT, CONSEQUENTIAL, OR OTHERWISE) SHALL BE DEEMED TO BE DIRECT DAMAGES OF THE INDEMNIFIED PARTY, FOR WHICH THE INDEMNIFYING PARTY SHALL BE LIABLE. ANY PERSON WHOSE LIABILITY IS LIMITED PURSUANT TO THIS ARTICLE 13 IS INTENDED TO BE A THIRD PARTY BENEFICIARY UNDER THIS AGREEMENT WITH RESPECT TO THE ENFORCEMENT OF SUCH LIABILITY LIMITATION.

**ARTICLE 14.**  
**TRANSACTION COSTS**

14.1 Transactional Costs.

(a) Major Vendor shall be responsible for all costs, expenses, fees, charges and other amounts relating to the design, engineering, documentation, procurement, fabrication, assembly, manufacture, transportation and delivery of the Major Equipment to Owner and performance of the Major Vendor Services.

(b) If Major Vendor is required to pay sale, use, excise or other such Taxes relating to the Major Vendor Services, it shall provide immediate notice thereof to Owner and assist and support Owner by providing personnel, documentation, data and information reasonably requested by Owner.

(c) Major Vendor shall avail itself of any and all applicable Tax exclusions, exemptions, credits, or deductions in relation to the Major Equipment, materials and other items relating to the Major Vendor Services. If Owner provides Major Vendor with exemption documentation, to the extent applicable to the Major Equipment and Major Vendor Services, Major Vendor shall implement all necessary procedures. Major Vendor shall maintain a copy of documentation relating to tax exemptions in its records as required by applicable Law.

14.2 Corporate Taxes. Each Party shall be exclusively liable for all corporate, income, franchise, revenue, gross receipts and personal taxes imposed upon it by any Governmental Authority.

14.3 Employment Contributions. Major Vendor shall be exclusively liable for and pay or make when due all assessments, contributions or withholdings, whether imposed upon it by any Governmental Authority pursuant to applicable Law or otherwise, arising out of its employment relationship with employees, agents, representatives, and Subcontractors, including income tax withholding, Social Security, unemployment compensation, workers' compensation, and health, medical, disability, retirement or other employment related benefits. Owner shall not be liable or responsible for making payment or reimbursing any portion of such assessments, contributions or withholdings or any fine, penalty, sanction, fees or interest relating thereto.

14.4 Cooperation. Major Vendor and Owner shall reasonably cooperate with each other to optimize tax treatment of transactions hereunder. Major Vendor shall supply an itemized list of all Major Equipment, Major Vendor Services and other materials and items to be provided by Major Vendor hereunder, including reasonable information describing the cost breakdown, nature, operation and installation of the items, to the Owner within thirty (30) days after the Effective Date. If Major Vendor fails to comply with its obligations under this Section 14.4, Major Vendor

shall be liable for the payment of any taxes (including penalties, fines, interest and other amounts) from which Owner does not receive an exemption as the result of Major Vendor's failure to comply.

14.5 Tax Benefits. Current and/or future income tax credits or benefits, including credits or benefits associated with the Major Equipment, the Major Vendor Services, sources of feedstock and energy used by the Project, product produced by the Project or the operation of the Project (including accelerated depreciation, investment tax credits, and the like) shall benefit Owner exclusively.

## **ARTICLE 15. INSURANCE**

### 15.1 Insurance Term and Coverage.

(a) Until all obligations under this Agreement are satisfied, Major Vendor and all Subcontractors shall maintain, at their own cost and expense, the insurance policies set forth in Exhibit F and Exhibit N. All insurance policies shall be maintained with insurers rated at least A-VII by AM Best or a comparable ratings agency. Within ten (10) days after receipt of a request from Owner, Major Vendor shall deliver to Owner certificates of insurance for any or all such policies and such certificate(s) shall include at least the following information: (a) the name of the insurer, policy number and expiration date; and (b) the coverage, limits and exclusions on coverage. Major Vendor shall provide Owner with at least thirty (30) days' written notice prior to any material changes in or cancellation of any insurance policies. Except for Workers' Compensation and Professional Errors and Omissions insurance, all policies shall name Owner, its officers, directors, agents, representatives, consultants and advisors, its Affiliates, Lenders, and the Independent Engineer, as an additional insured. The additional insured endorsement shall stipulate that coverage is for claims arising in whole or in part from the negligent acts or omissions of Major Vendor or any Subcontractor. The policies shall stipulate that the insurance shall be primary insurance and that any insurance or self-insurance carried by Owner shall not be contributory insurance. Major Vendor and all Subcontractors shall waive, and require its insurers to waive, any and all subrogation or other recovery rights to which any insurer of Major Vendor or Subcontractor may have against the Owner, its Affiliates and its and their officers, directors, employees, agents, representatives, consultants and advisors, Lenders, the Independent Engineer or any other person or entity indemnified by Major Vendor. The furnishing of insurance by the Major Vendor or a Subcontractor does not limit any of the other obligations or liabilities of the Major Vendor under this Agreement. The bankruptcy or insolvency of any insurance company or the failure of any insurance company to pay any claim under an insurance policy will not be construed as a waiver, release or discharge of Major Vendor's obligations or liabilities under this Agreement.

(b) Should any insurance coverage required by this Agreement be cancelled, and the Major Vendor fails to obtain substitute coverage within ten (10) days after such cancellation, Owner shall have the right but not the obligation to obtain such insurance and deduct the premiums for insurance from any amounts due the Major Vendor. If all payments have been made to the Major Vendor, then the Major Vendor agrees to reimburse the Owner for the costs of the premiums upon receipt of Owner's invoice therefor.

(c) Major Vendor shall report to the Owner and to the insurance carriers, any and all incidents relating to the Major Equipment or Major Vendor Services by Major Vendor pursuant to the terms of this Agreement which may give rise to a claim under any insurance policy maintained by Major Vendor. Such notice shall be given promptly after Major Vendor obtains knowledge thereof. Major Vendor shall coordinate and facilitate settlement of all such claims.

(d) Major Vendor, directly or through its shipping Subcontractor, shall maintain or provide for insurance covering full replacement value of the Major Equipment for loss or damage during shipment while in transit as well as damage to the Major Equipment during rigging, loading and unloading until the Major Equipment has been inspected and accepted by the Owner and Contractor. Major Vendor shall have the sole care, custody and control of the Major Equipment and be solely liable for any damage until the later of delivery to the Port of Miami (Pulp Equipment) or the Site (Major Equipment) and/or title passes to Owner in accordance with this Agreement, and after delivery of Major Equipment to the Site, care, custody, control and risk of loss of Equipment shall pass to Contractor until the Handover Date.

15.2 Claims Made Policies. To the extent that any of the required insurance policies described in Exhibit F or Exhibit N are not occurrence based policies, except for Workers' Compensation, Major Vendor shall either: (a) maintain claims made policies for at least thirty-six (36) months following termination of this Agreement; or (b) obtain extended discovery periods for such policies of at least thirty-six (36) months following termination of this Agreement. All policies except for Workers' Compensation and Professional Errors and Omissions insurance shall contain a severability of interest provision, and shall not contain any clause or other provision that limits third-party actions over claims.

15.3 Subcontractor Insurance. Before permitting any Subcontractor to perform any Work, Major Vendor shall obtain a certificate of insurance from each such Subcontractor evidencing that such Subcontractor has obtained, from insurance carriers licensed to do business as required by applicable Law, insurance in such amounts and against such risks as is prudent in light of the requirements of this Article 15 and the part of the Major Vendor Services to be performed by such Subcontractor, and subject to the commercial availability of such insurance and commensurate with normal practices in the location where such Work is performed.

15.4 No Representation. Owner does not represent that the coverage types or amounts of insurance required by this Article 15 are adequate to protect Major Vendor against all potential losses Major Vendor may incur in connection with this Agreement. Major Vendor agrees that it shall determine the amount and/or additional types of insurance it deems necessary to adequately protect itself. Any additional insurance that Major Vendor deems necessary shall be purchased at its sole cost without any change to the Contract Price.

15.5 OCIP. Owner reserves the right to establish an OCIP for the Project at any time prior to Notice to Proceed. If Owner elects to establish an OCIP, a Change Order reducing the Contract Price shall be made in accordance with Article XI with respect to cost savings recognized by Major Vendor.

## **ARTICLE 16. TERMINATION**

16.1 Termination for Convenience. Upon ten (10) days' prior notice to Major Vendor, Owner may for convenience: (a) terminate all or any portion of the Major Vendor Services or this Agreement; or (b) suspend the performance of all or any portion of the Major Vendor Services or this Agreement for such period as may be determined by Owner in its discretion. Such suspension or termination shall be effective upon the date stated in the notice. As the sole and exclusive compensation to Major Vendor for such termination, Owner shall pay to Major Vendor any portion of the Major Vendor Services completed by Major Vendor prior to termination of this Agreement under this Section 16.1 and Major Vendor's reasonable costs to demobilize and cancel any subcontracts; provided, however, that such payment by Owner to Major Vendor shall not exceed the maximum termination payment amount set forth in Exhibit P. Owner shall have no obligation or liability to Major Vendor for any obligation, liability, cost or expense related to this Agreement or the Major Vendor Services in the event that Owner terminates this Agreement on the basis on the non-occurrence of Financial Closing.

16.2 Termination For Cause. Major Vendor may terminate this Agreement at any time if Owner is in material breach of any provision of this Agreement or has an Insolvency Event, and such breach continues uncured for thirty (30) days or if such breach cannot be cured within thirty (30) days, such longer period of time reasonable under the circumstances, following receipt by Owner of the Major Vendor's notice of the breach. In addition, Owner may terminate this Agreement at any time upon an Event of Default and such Event of Default continues uncured for thirty (30) days or if such Event of Default cannot be cured within thirty (30) days, such longer period of time reasonable under the circumstances, following receipt by Major Vendor of Owner's notice of the Event of Default. If either Major Vendor or Owner terminates this Agreement for Owner's breach or an Event of Default, Owner shall be liable to Major Vendor for (a) the cost of the Major Vendor Services performed by Major Vendor for which Major Equipment and Documentation have been provided according to the payment schedule; plus (b) a pro-rata portion of the next payment due to Major Vendor under the payment schedule (with such proration determined by multiplying the next payment by the quotient obtained by dividing (x) the number of days in the month that the Agreement was in effect during the month in which the Agreement was terminated by (ii) the number of days in the month in which the Agreement was terminated; plus (c) any direct out of pocket costs and expenses reasonably incurred by Major Vendor directly caused by Owner's breach.

The following shall be Major Vendor "Events of Default":

- (a) Any material representation or warranty of Major Vendor shall have been incorrect as of the date made;
- (b) Major Vendor fails to make prompt payment of undisputed invoices due to any Subcontractor or defaults with respect to any of its material obligations to any Subcontractor;
- (c) Major Vendor fails to correct any defective Major Equipment or Major Vendor Services in accordance with this Agreement within ten (10) days after notice from Owner;

(d) Major Vendor makes or attempts to make a purported assignment or transfer of all or any part of this Agreement or its rights and obligations hereunder in breach of this Agreement;

(e) Any guaranty, Letter of Credit, policy of insurance or other performance or payment security securing the obligations of Major Vendor hereunder is repudiated or shall for any reason cease to be valid, binding, and enforceable or there is a default under any such security and it is not replaced within ten (10) days;

(f) Major Vendor violates or disregards any applicable Laws, Permits standards or codes and thereby potentially impairs Major Vendor's ability to perform the Major Vendor Services and its obligations under this Agreement;

(g) Major Vendor persistently violates or disregards any applicable Laws, Permits, standards or codes;

(h) Major Vendor fails to pay amounts payable by Major Vendor to Owner when due and fails to cure such failure within five (5) days after notice by Owner;

(i) Major Vendor refuses or fails, except in cases for which an extension of time is provided, to perform the Major Vendor Services or design, manufacture, deliver, commission, start-up or performance test the Major Equipment, or provide sufficient properly skilled engineers, technicians or other personnel to perform the Major Vendor Services and fails to cure such failure within ten (10) days after notice by Owner;

(j) Major Vendor or Major Vendor Guarantor have an Insolvency Event;

(k) Major Vendor fails to begin the Major Vendor Services on a full-scope, continuous basis within five (5) days of receipt of the Notice to Proceed; and

(l) Major Vendor fails to perform any of its material covenants, duties, responsibilities or agreements contained in this Agreement not otherwise specified above and fails to cure such failure within thirty (30) days after notice by Owner.

16.3 Additional Remedies. Upon a Major Vendor Event of Default, Owner may terminate this Agreement and bring an action for damages and other remedies and relief following receipt by Major Vendor of Owner's notice of the Event of Default. In addition to its other remedies for a Major Vendor Event of Default, Owner may elect, at its complete discretion, to complete Major Vendor Services, Documentation, Intellectual Property, and any or all completed Major Vendor Services and receive an assignment (at no cost to Owner) of subcontracts entered into by Major Vendor with Subcontractors with respect to the Major Vendor Services. Consistent with Owner's exercise of such rights and remedies, Major Vendor shall: (a) deliver to Owner all Major Vendor Services performed up to the date of termination, regardless of whether such Major Vendor Services is complete or in various stages of completion, and deliver all Documentation, Intellectual Property, Major Equipment, materials, goods and services procured by Major Vendor under this Agreement, together with all documents useful or necessary to transfer title thereto to Owner; and (b) execute and deliver all such documents and take all such actions and steps, including the assignment of Major Vendor's contractual rights (including any necessary royalty-free licenses to designs and other Intellectual Property), as Owner may require for the purpose of fully vesting in Owner (or Owner's designee) all rights, title and interest of Major Vendor in and

to the Major Equipment, Major Vendor Services, Documentation and all subcontracts, purchase orders, warranties, guarantees and other agreements relating to the Major Vendor Services.

16.4 Settlement for Services or Performance Completed Prior to Suspension or Termination. Upon receipt of a notice sent by Owner under Sections 16.1 or 16.2, Major Vendor shall, unless the notice specifies otherwise: (a) place no additional orders or subcontracts for any Major Equipment goods, material, services, or supplies related to the suspended or terminated Work or performance; (b) use its best efforts to obtain suspension, termination or assignment to Owner of all orders and subcontracts related to the suspended or terminated Work, upon terms satisfactory to Owner; (c) take all reasonable precautions to protect and preserve title to and the condition of Major Equipment and Owner's property in the possession or control of Major Vendor, or in the possession of Subcontractors; and (d) otherwise avoid or mitigate costs, expenses or risk to Owner. In the event of any termination under Section 16.1, payment or credit for completed Major Equipment and Major Vendor Services in the process at the time of the termination shall be adjusted between Major Vendor and Owner in a fair and reasonable manner, but Major Vendor shall have no claim and shall receive no payment or compensation for Major Equipment not completed and Major Vendor Services not yet performed or which is defective, deficient, incomplete or not in compliance with the requirements hereof. Settlement amounts then owed to Major Vendor by Owner, if any, shall be paid to Major Vendor thirty (30) days following Owner's notice of termination or suspension under Section 16.1. Such payment shall be the sole and exclusive compensation due to Major Vendor for termination by Owner for convenience under Section 16.1.

16.5 Surviving Provisions. Termination of this Agreement shall not relieve either Party of any obligation, covenant or agreement under this Agreement which expressly or by implication survives termination of this Agreement or any accrued liability, including, without limitation, payment, confidentiality and indemnity obligations.

16.6 Direct Agreement. Notwithstanding anything to the contrary herein, either Party's right to terminate this Agreement shall be subject to the Lender's rights under the Direct Agreement, including any step-in rights.

## **ARTICLE 17. ASSIGNMENT**

17.1 Consent Required. The Parties agree that except as expressly provided herein, and except for any assignment to the Lender, neither Party shall have a right, power or authority to assign or delegate any of its respective rights or obligations under this Agreement without the express written consent of the other Party in its sole discretion. Notwithstanding the foregoing, Owner may without notice to or consent of Major Vendor assign or transfer all or any part of this Agreement and its rights and remedies to any Affiliate, Lender or funding party or successor to Owner by merger, consolidation or sale of all or substantially all of the Project.

17.2 Successors and Assigns. All of the rights, benefits, duties, liabilities and obligations of the Parties shall inure to the benefit of and be binding upon their respective permitted successors and permitted assigns.

**ARTICLE 18.**  
**CONFIDENTIAL INFORMATION**

18.1 Confidentiality.

(a) “Confidential Information” means any information about a Party, the Party’s business, vendors, products, financial information, customers, sales and operating information, software programs, research and development efforts, the Technology, business marketing and distribution efforts, plans and strategies, cost and pricing information, licensing and cross-licensing; the specific terms of this Agreement; and any other information that is not excluded under (i)-(v) below. Confidential Information shall not include information that: (i) is now or becomes publicly available through no breach on the part of the Receiving Party (as defined below) or another person’s confidentiality obligations; (ii) the Receiving Party can demonstrate it had lawfully in its possession prior to disclosure without any obligation of confidentiality; (iii) is independently developed by employees of the Receiving Party without access to or the use of any Confidential Information of the Disclosing Party (defined below) as evidenced by written documentation; or (iv) the Receiving Party lawfully obtains from a third party who has the right to transfer and disclose it.

(b) A Party that receives Confidential Information (the “Receiving Party”) of the other Party (the “Disclosing Party”):

(i) will not disclose or otherwise make available such Confidential Information to any third party without the Disclosing Party’s prior written consent; however, the Receiving Party may disclose the Confidential Information to its officers, employees, consultants and legal advisors, market advisors, trustees and any others who have a "need to know," who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section;

(ii) will hold the Confidential Information in confidence and use the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care

(iii) use such Confidential Information only to perform its obligations or exercise of its rights or remedies under the Agreement or, in the case of Owner, to make use of the Services and Deliverables; and

(iv) will promptly notify the Disclosing Party if it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

(c) If the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Receiving Party shall provide: (i) written notice of such requirement to the Disclosing Party within five (5) business days so the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy and/or waive compliance with the confidentiality provisions of this Agreement and (ii) reasonable assistance, at the Disclosing Party’s sole cost and expense and direction, in opposing such disclosure or seeking a protective order or other limitations on disclosure. After providing such notice and assistance, if the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose



no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

(d) Promptly following the earlier of (i) the termination of this Agreement, and (ii) the written request of the Disclosing Party, the Receiving Party will deliver to the Disclosing Party all documents or other materials constituting or otherwise containing the Disclosing Party's Confidential Information, together with all copies thereof, including computer disks or other data storage media in the possession of the Receiving Party.

(e) Nothing in this Agreement shall prevent either Party from using any general methodologies or knowhow contained in the unaided memory of such party's personnel developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section.

(f) Notwithstanding anything in this Agreement to the contrary thereof, the Major Vendor authorizes and permits the Owner to include the Major Vendor's name, a description of the services the Major Vendor provides to the Owner and a summary of the material terms of this Agreement, in any offering document, official statement or offering memoranda prepared and delivered in connection with any financing for the Project or otherwise required by the Lenders.

## **ARTICLE 19. DISPUTE RESOLUTION**

19.1 Management Negotiations. If a dispute, controversy or claim arises out of this Agreement, or the breach, termination or validity hereof, the Parties shall first attempt to settle such matter by a meeting of management representatives of the Parties held within five (5) days after either Party gives the other Party notice of the dispute. The dispute notice shall set forth in reasonable detail the aggrieved Party's position and its proposed resolution. If the dispute is not resolved within ten (10) days after the dispute notice, or such other period of time agreed by the Parties, the dispute shall be referred to the Independent Engineer under Section 19.2.

19.2 Independent Engineer. The exclusive dispute resolution procedure for any dispute, controversy or claim that cannot be resolved through the management negotiations specified in Section 19.1 is referral of the dispute to the Independent Engineer for a final, binding and non-appealable decision by the Independent Engineer. The dispute resolution process shall begin within five (5) days following notice by one Party to the other of submission of the dispute to the Independent Engineer. The initial notice of the referral of the dispute to the Independent Engineer shall describe the nature and basis of the dispute and the desired outcome of the process. The other party(ies) having an interest in the outcome of the dispute (which may include Contractor) shall, within three (3) days after receipt of such notice, provide a written response to the allegations and description of the scope and basis of the dispute, as well as its desired outcome of the dispute. Each party to the dispute resolution process shall support the Independent Engineer's decision by making available personnel, documents and data in its possession requested by the Independent Engineer in order that the Independent Engineer can render a binding decision within ten (10) days

after the initial notice of dispute. The compensation and any costs and expenses of the Independent Engineer shall be borne equally by the parties to the dispute resolution process.

19.3 Jury Trial Waiver. THE PARTIES WAIVE TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DISPUTE, CONTROVERSY, DEFENSE OR ACTION RELATING TO THIS AGREEMENT.

19.4 Limited Judicial Relief. Either Party may petition a state or federal court in Hendry County, Florida for non-monetary relief, including specific performance or injunctive relief relating to any claim of breach or non-performance of this Agreement in order to prevent undue hardship relating to any such breach pending an attempt to resolve the dispute under Sections 19.1 and 19.2, which courts shall be the sole and exclusive venue with regard to any such petition or claim. In the event that judicial proceedings are instituted by either Party pursuant to this Section 19.4, the prevailing Party shall be entitled to an award of its costs and reasonable attorneys' fees incurred in connection with such proceedings.

19.5 Performance During Dispute Resolution. During the pendency of dispute resolution proceedings provided herein, to the maximum extent practicable, the Parties shall continue to make payments and perform their services, work, obligations, duties, responsibilities and covenants under this Agreement in accordance with its provisions.

## **ARTICLE 20. REPRESENTATIONS AND WARRANTIES**

### 20.1 Representations.

(a) Each Party represents and warrants that:

(i) Corporate Standing. It and its Parent Guaranty (as applicable) is a duly organized, validly existing, and in good standing under the laws of the state of its formation, qualified to do business in all jurisdictions where it owns, leases or operates property or conducts business, and is authorized.

(ii) No Violation of law; Litigation. It is not in violation of any applicable Law, which violations, individually or in the aggregate, would affect performance of any of its obligations under this Agreement. There are no proceedings by or before any court, Governmental Authority or dispute resolution body now pending or to its actual knowledge threatened against it which, if adversely determined, could reasonably be expected to have a material adverse effect on its financial condition or right or ability to perform its obligations under this Agreement.

(iii) No Breach. The execution, delivery or performance of this Agreement will not conflict with or result in a breach of, or require any consent under, its charter or bylaws, any applicable Law or any agreement, contract or instrument to which it is a party or by which it is bound or to which it or any of its respective assets are subject, or constitute a default under any such agreement, contract or instrument.

(iv) Enforceability. It has all necessary power and authority to execute, deliver and perform this Agreement and consummate the transactions contemplated herein. This

Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(b) Major Vendor represents and warrants that:

(i) Permits. It has no obligation under the applicable Laws or requirements of any Governmental Authority in the State of Florida to obtain and maintain any Permits in order for Major Vendor to procure, fabricate, manufacture, assemble, transport and deliver the Major Equipment and perform the Major Vendor Services and its other obligations under this Agreement.

(ii) No Adverse Existing Conditions. It has no knowledge of any event, circumstance or condition as of the Effective Date which is likely to hinder, delay or prevent Major Vendor from performing and completing the Major Vendor Services for the Contract Price in accordance with the Baseline Schedule and the requirements of this Agreement.

(iii) Intellectual Property. There is no claim, dispute, lawsuit or other proceeding by any third party presently pending that asserts that the Intellectual Property which will be used by Major Vendor in the performance of the Major Vendor Services infringes, misappropriates or violates intellectual property rights of any such third party.

## **ARTICLE 21. NOTICES**

21.1 Representative; Notice. All communications relating to the day to day activities under this Agreement shall be between the designated Representatives and any addressee identified pursuant to this Section 21.1. Notices under this Agreement will be given in writing and sent by facsimile, electronic mail, nationally recognized overnight delivery, courier or mail postage prepaid, to the address specified below or to any other address that may be designated by a Party by prior notice. Notices delivered by facsimile (with confirmation of receipt) and electronic mail will be deemed to have been received the date sent. Notices sent by courier or nationally recognized overnight delivery will be deemed received one day after date of posting. Notices sent by mail will be deemed to have been received on the third Business Day after mailing.

If to Major Vendor:

Sim Agro, Inc.  
Attention: Dr. Karthik Raghavan  
6207 Greenbrier Glen  
Mason, OH 45040  
Facsimile \_\_\_\_\_  
Email: [kraghavan@agropulping.com](mailto:kraghavan@agropulping.com)  
Telephone: 1 513 488 9290

If to Guarantor

Agro Pulping Machinery (P) Ltd  
6207 Greenbrier Glen  
Mason, OH 45040  
Attention: Dr. Karthik Raghavan, Managing  
Director  
Facsimile \_\_\_\_\_  
Email: [kraghavan@agropulping.com](mailto:kraghavan@agropulping.com)  
Telephone: 1 513 488 9290

If to Owner:

Southeast Renewable Fuels, LLC  
Attention: Aaron Pepper  
5424 Leitner Drive East  
Coral Springs, FL, 33067  
Email: [Apepper@serenewablefuels.com](mailto:Apepper@serenewablefuels.com)  
Telephone: 954-492-1588

with a copy to:

Southeast Renewable Fuels, LLC  
Attention: Aaron Pepper  
18400 County Road 835  
Clewiston, Florida 33440  
Email: [Apepper@serenewablefuels.com](mailto:Apepper@serenewablefuels.com)  
Telephone: 954-492-1588

Bryant Miller Olive  
201 North Franklin Street  
Suite 2700  
Tampa, Florida 33602  
Attention: Kareem Spratling, Esq.

A Party may change its notice address at any time or from time to time by written notice to the other party in accordance with this section.

## **ARTICLE 22. MISCELLANEOUS**

22.1 Entire Agreement. This Agreement, together with the Direct Agreement, contains the entire agreement between the Parties with respect to the Project, and merges and supersedes all prior and contemporaneous agreements, commitments, representations, writings and discussions, whether written or oral, between them. Headings and captions are for ease of reference only and for no other purpose. This Agreement and all notices, communications and submittals between the Parties pursuant to this Agreement shall be in the English language.

22.2 Amendments. No amendments or modifications of this Agreement shall be valid unless in writing and signed by a duly authorized representative of the Parties.

22.3 Severability. If any provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Agreement to effect the purpose of this Agreement, and the validity and enforceability of the remaining provisions shall not be affected.

22.4 Express Waiver. It is understood and agreed that any delay or omission by a Party in exercising any right, remedy or power arising from any breach, non-performance or default by the other Party shall not be construed to be a waiver thereof or any subsequent breach, non-performance or default. In order to be effective and enforceable, a waiver must be in writing and signed by the Party to be bound thereby.

22.5 Survival of Provisions. All provisions hereof which are expressly or by implication to come into or continue in force and effect after the expiration or early termination of this Agreement shall remain in effect and be enforceable, including provisions with regard to notice, governing law, dispute resolution, remedies, damages, confidentiality, assignment, amendment, waiver, insurance and indemnity.

22.6 No Third Party Rights. This Agreement and all rights, remedies and benefits hereunder are intended for the sole benefit of the Parties, except as expressly provided elsewhere in this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligations or liabilities of any third Person or give any third Person any right of subrogation or action over or against any Party hereto. This Agreement is binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

22.7 Major Vendor as Independent Contractor. Major Vendor shall be an independent contractor with respect to the Major Vendor Services, and neither Major Vendor nor its Subcontractors nor the employees, agents or representatives of any of them shall be deemed to be agents, representatives or employees of Owner. The Parties acknowledge and agree Owner shall have neither the right to control, nor have any actual, potential or other control over, the means, methods or techniques by which Major Vendor or any of its agents, representatives, Subcontractors or employees perform the Major Vendor Services, and that any monitoring, observing, reviewing or inspecting performance of the Major Vendor Services by Owner shall not be deemed to be for the purpose of controlling the means, techniques, methods and manner of the performance of the Major Vendor Services, but rather shall be understood to be made in order to attempt to assess whether the Major Equipment and Major Vendor Services comply with the requirements of the Agreement and whether the Major Vendor Services are being prosecuted at a rate consistent with the Baseline Schedule.

22.8 No Agency. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

22.9 Title to and Risk of Loss for the Project. Title to all Major Equipment, Documentation, Intellectual Property, Major Vendor Services and other items, rights or interests supplied by or on behalf of Major Vendor in connection with the Major Vendor Services or the Project, and which become a permanent part of the Project, are required for occupancy, possession,

use operation or maintenance of the Project or which otherwise remain at the Site after Handover of the Project, shall transfer to and vest in Owner upon the earliest of: (a) the occurrence of any event by which title passes to Owner; (b) payment therefor by Owner; or (c) delivery to the Site. Notwithstanding transfer of title to Owner, Major Vendor shall be responsible for and shall bear all risk of loss or damage to all Pulp Equipment and the Project until delivery of the Pulp Equipment to the Port of Miami and acceptance by Owner for transport to the Site. Transfer of title to the Major Equipment, Major Vendor Services, Documentation and Intellectual Property shall be without prejudice to Owner's right to reject defective Equipment or Work, or any other right in this Agreement.

22.10 Intellectual Property. Notwithstanding Section 22.9, the designs, reports, data, plans, drawings, specifications, calculations and information to be provided by Major Vendor to Owner as Documentation, including items stored on electronic media, shall be in a form and format and with methods and levels of accessibility acceptable to Owner. All Documentation prepared by Major Vendor in connection with the Major Vendor Services are prepared as instruments of its professional Services; provided, however that Major Vendor hereby grants to Owner a perpetual, irrevocable, unconditional, royalty-free and cost and expense free, assignable and sublicensable worldwide license and authorization to use, copy, modify and create derivative works from all Deliverables solely in connection with the ownership, use, operation, maintenance, servicing, design, engineering, equipping, construction, installation, alteration, expansion, conversion, upgrade, enhancement, repair, rehabilitation, restoration or reconstruction of the Project or any element, system, technology, software, process, portion, part or component thereof..

22.11 Drug and Alcohol Abuse. Owner policy prohibits any individual involved in any illegal drug activity or in the excessive use or abuse of alcohol or prescription drugs from performing services at the Site. Owner reserves the right to deny access to and to remove from the Site, any personnel of Major Vendor or any Subcontractor believed by Owner to be in violation of this policy.

22.12 Applicable Law. This Agreement is made under and shall be governed by the laws of the State of Florida, exclusive of and without respect to any conflict of laws provisions. In the performance of their respective obligations, responsibilities and activities relating to this Agreement and the Project the Parties shall comply with all applicable Laws.

22.13 Compliance with Law. Major Vendor represents and warrants that the Project, the Major Equipment and Major Vendor Services shall comply with all applicable Laws and Permits. Major Vendor warrants and agrees that it shall ensure that during the performance of this Agreement, no officer, employee, agent or other representative of Major Vendor has made or will make any payment in violation of any applicable Law. Major Vendor shall supply promptly upon request such evidence of compliance as Owner may require. In performing this Agreement, Major Vendor shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex, disability, covered veteran status and/or sexual orientation. Specifically, Major Vendor agrees to comply with the regulations set forth in the Equal Opportunity Clause at 41 CFR 60-250.5(a), 41 CFR 60-741.5(a), 41 CFR 60-1.4, Executive Order 13201 and Section 202 of the Executive Order 11246, and all amendments thereto, unless specifically exempt. In the event of such discrimination, Owner may, in addition to any other rights

or remedies available under this Agreement, at law or in equity, immediately terminate this Agreement. Major Vendor shall, and shall cause Subcontractors and other persons or entities providing any Major Vendor Services or Major Equipment, goods, or materials or other items in connection with the Project to comply with all provisions of the Foreign Corrupt Practices Act of the United States (15 U.S.C. § 78dd-1 and 2) and the Bribery Act 2010 of the United Kingdom, and not to take any action that could result in Owner or any of its Affiliates becoming subject to any action, penalty or loss of benefits under such Acts.

22.14 Remedies. All rights or remedies of the Parties that are expressly agreed to be exclusive, shall, in addition to being exclusive, be in lieu of any other rights or remedies available at law or in equity. Unless expressly stated as exclusive, all rights or remedies specified in this Agreement shall be cumulative and shall include all those available at law or in equity.

22.15 Joint Effort. This Agreement is the product of negotiation between the Parties with the involvement of legal counsel and other advisors and shall not be construed more severely against one Party than against the other.

22.16 Further Assurances. Major Vendor and Owner agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party, including in connection with the arrangement and Financial Closing of financing and funding for the Project, which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

22.17 Performance of Obligations. If an obligation to be performed under this Agreement falls due on a day other than a Business Day, the obligation will be due on the next Business Day. Time is of the essences with respect to the supply and delivery of the Major Equipment and Major Vendor's performance of the Major Vendor Services and Major Vendor's other obligations under this Agreement.

22.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall be the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**SOUTHEAST RENEWABLE FUELS,  
LLC**

**SIM AGRO, INC.**

By: 

Name: AARON PEPPER

Title: C.E.O.

By: 

Name: Karthik Raghavan

Title: President

EXHIBIT A-1  
SITE DESCRIPTION

PARCEL 1:

The East 1375 feet of the West 1425 feet of the Northwest Quarter of Section 7, Township 45 South, Range 34 East, Hendry County, Florida.

PARCEL 2:

A parcel of land lying within the North Half Section 7, Township 45 South, Range 34 East, Hendry County, Florida, more particularly described as follows:

Commencing at the Northwest Corner of Section 7, Township 45 South, Range 34 East, Hendry County, Florida; thence North  $89^{\circ}57'43''$  East 1425.30 feet to the Northeast Corner of the East 1375 feet of the West 1425 feet of said Section 7; thence South  $01^{\circ}14'28''$  East 400.63 feet along the East line of the East 1375 feet of the West 1425 feet of said Section 7, to the Point of Beginning of the hereinafter described parcel; thence North  $88^{\circ}45'32''$  East 200.00 feet at right angles to the preceding course; thence South  $01^{\circ}14'28''$  East 625.00 feet along a line parallel with and 200.00 feet measured at right angles to the East line of the East 1375 feet of the West 1425 feet of said Section 7; thence South  $28^{\circ}51'38''$  West 398.78 feet to a point on the East line of the West 1375 feet of the West 1425 feet of said Section 7; thence North  $01^{\circ}14'28''$  West 970.00 feet along said East line of the East 1375 feet of the West 1425 feet of said Section 7 to the Point of Beginning.

PARCEL 3:

A parcel of land lying within the North Half of Section 7, Township 45 South, Range 34 East, Hendry County, Florida, more particularly described as follows:

Commencing at the West Quarter-Section Corner of Section 7, Township 45 South, Range 34 East, Hendry County, Florida; thence North  $89^{\circ}47'10''$  East 1425.21 feet along the East-West Quarter-Section line of said Section 7 to the Southeast Corner of the East 1375 feet of the West 1425 feet of the North Half of said Section 7, which is the same as the Southeast Corner of Parcel 1 and the Point of Beginning of the hereinafter described Parcel 3; thence continue North  $89^{\circ}47'10''$  East 714.13 feet along the East-West Quarter-Section line of said Section 7; thence North  $01^{\circ}14'28''$  West 735.00 feet; thence South  $89^{\circ}47'10''$  West 714.13 feet to a point on the East line of said Parcel 1; thence South  $01^{\circ}14'28''$  East 735.00 feet along the East line of said Parcel 1 to the Point of Beginning.



EXHIBIT A-2  
MAJOR EQUIPMENT

All Pulp Equipment will be delivered by Major Vendor to Owner to the Port of Miami, CIF (cost, insurance, freight paid by Major Vendor) INCOTERMS. All Major Equipment procured in North America will be delivered by Major Vendor to Owner at the Site.

	PULP EQUIPMENT AND ASSOCIATED MAJOR EQUIPMENT	VALUE (USD))
	<b>PULP EQUIPMENT</b>	
1	ALL EQUIPMENT ENGINEERING	\$ 300,000
2	FIBER PREPARATION SYSTEM	\$ 507,409
3	FIBER WASHING SYSTEM	\$ 2,633,232
4	PULPING SYSTEM	\$ 5,985,183
5	CHEMICAL RECOVERY SYSTEM	\$ 10,562,454
6	BROWN STOCK WASHING SYSTEM AND O2 DELIGNIFICATION SYSTEM	\$ 6,483,883

*KR*

7	SCREENING SYSTEM	\$ 2,091,575
8	BLEACHING SYSTEM AND BLEACH PULP WASHING SYSTEM	\$ 7,200,247
9	CLO2 GENERATION SYSTEM	\$ 6,917,885
10	PULP FLASH DRYING SYSTEM AND PULP SLAB BALING SYSTEM	\$ 14,118,132
11	<b>ASSOCIATED MAJOR EQUIPMENT (CONVEYORS)</b>	\$ 600,000
	TOTAL	\$ 57,400,000

				2.12.2019
Client: Southeast Renewable Fuels				
Location: Florida, USA				
Project: 300 TPD Of Bleached Pulp Mill				
Raw Material: 100% Bagasse				
<b>S.NO</b>		<b>In USD</b>	<b>Subtotals, USD</b>	<b>Summary, USD</b>
<b>I</b>	<b>ENGINEERING CHARGES</b>		<b>\$300,000</b>	<b>\$300,000</b>
<b>II</b>	<b>PULPING SYSTEM</b>			
	<b><u>FIBER PREPARATION</u></b>		<b>\$507,409</b>	
<b>a</b>	Pin Feeder - 6nos.	\$204,000		
<b>b</b>	Depithier - 6nos.	\$303,409		
	<b><u>Wet Washing System</u></b>		<b>\$2,633,232</b>	
<b>c</b>	Twin Turbo Washer 2nos.	\$1,070,359		
<b>d</b>	Aqua Separator - 2nos.	\$656,016		
<b>e</b>	DSM Screen with Screw Conveyor 8nos.	\$586,962		
<b>f</b>	Clarifier - 1no.	\$172,635		
<b>g</b>	Belt Filter Press	\$147,260		
	<b><u>CD SYSTEM</u></b>		<b>\$5,985,183</b>	
<b>h</b>	Metering Screw Conveyor Nos.	\$371,460		
<b>i</b>	METERING Pin Feeder Nos.	\$185,722		
<b>j</b>	Equalising Screw Conveyor Nos.	\$336,083		
<b>k</b>	Plug Screw Feeder Nos.	\$591,961		
<b>l</b>	Inlet Chamber Nos.	\$118,509		

<b>m</b>	Digester Shell and Screw Nos.	- 4	\$3,516,849		
<b>n</b>	Cold Blow Discharger Nos.	- 2	\$125,219		
<b>o</b>	Blow Tank Nos.	- 2	\$442,213		
<b>p</b>	Heat RECOVERY system Nos.	- 2	\$247,635		
<b>q</b>	Oil Lubrication System Nos.	- 2	\$49,533		
					<b>\$ 9,125,824</b>
<b>III</b>	<b><u>BROWN STOCK WASHERS &amp; ODL</u></b>			<b>\$6,483,883</b>	
<b>a</b>	BROWN STOCK WASHERS -----	4 NOS.	\$3,760,652		
<b>b</b>	REPULPER		\$324,194		
<b>c</b>	REJECTS DRAINERS		\$194,516		
<b>d</b>	ODL WASHERS -----	2 Nos.	\$1,296,777		
<b>e</b>	O2 MIXER		\$194,516		
<b>f</b>	AGITATOR -----	4 nos.	\$194,516		
<b>g</b>	FOAM BREAKER		\$97,258		
<b>h</b>	O2 STAGE LP STEAM MIXER		\$194,516		
<b>i</b>	O2 STAGE FEED PUMP		\$129,678		
<b>j</b>	O2 PULP HEATER		\$97,258		
					<b>\$6,483,883</b>
<b>IV</b>	<b><u>PULP SCREENING AND CLEANING</u></b>			<b>\$2,091,575</b>	
<b>a</b>	LC AND MC SCREENS		\$836,630		
<b>b</b>	THICKNERS		\$209,158		
<b>c</b>	CLEANERS		\$209,158		
<b>d</b>	FIRST STAGE CENTRI CLEANERS		\$250,989		
<b>e</b>	SECOND STAGE CENTRI CLEANERS		\$167,326		
<b>f</b>	TERTIARY CENTRI CLEANERS		\$125,495		
<b>g</b>	AGITATOR FOR SCREENED STOCK CHEST		\$83,663		
<b>h</b>	DECKER		\$209,158		
					<b>\$2,091,575</b>

<b>V</b>	<b>CHEMICAL RECOVERY SYSTEM</b>			
	<b><u>MEE and LTI</u></b>		<b>\$10,562,454</b>	
<b>a</b>	Multiple Effect Evaporator Body FFE Type with of SS tubes	\$6,235,145		
<b>b</b>	Surface Condenser	\$779,386		
<b>c</b>	FLASH TANKS	\$389,693		
<b>d</b>	LTI BOTTOM SHELL & BELLOW SEAL	\$160,038		
<b>e</b>	FB REACTOR STEEL CONSTRUCTION	\$433,551		
<b>f</b>	REACTOR ORIFICE PLATE	\$140,297		
<b>g</b>	AIR PRE-HEATER	\$103,662		
<b>h</b>	VENTURI SCRUBBER	\$108,392		
<b>i</b>	SECONDARY SCRUBBER	\$116,388		
<b>j</b>	CYCLONE SEPARATOR (INCLUDING GAS STACK)	\$290,971		
<b>k</b>	AIR BLOWER	\$519,595		
<b>l</b>	GAS & OIL BURNING ARRANGEMENT	\$51,967		
<b>m</b>	LIQUOR FEED GUN	\$30,907		
<b>n</b>	CHARCOAL INJECTION SYSTEM	\$27,271		
<b>o</b>	FREE BOARD COOLING SPRAYS	\$27,271		
<b>p</b>	FINES INJECTION SYSTEM	\$18,181		
<b>q</b>	FLUID BED PRODUCT COOLER	\$128,599		
<b>r</b>	FLUID BED PRODUCT COOLER CONVEYOR	\$100,025		
<b>s</b>	BUCKET ELEVATOR	\$93,526		
<b>t</b>	GRIT CYCLONE	\$218,232		
<b>u</b>	CYCLONE SEPARATOR DISCHARGE SCREW	\$90,935		
<b>v</b>	DUCT WORKS	\$207,838		
<b>x</b>	RUPTURE DISK	\$38,968		
<b>y</b>	SS EXPANSION BELLOWS	\$38,968		
<b>z</b>	ROTARY VALVE	\$20,787		
<b>aa</b>	SIGHT GLASSES	\$386		
<b>ab</b>	BY – PASS CHUTE	\$51,967		
<b>ac</b>	HOT VALVES	\$51,967		
<b>ad</b>	BIFURCATORS AND DAMPERS	\$19,484		

ae	REACTOR PRESS TAP FITTINGS	\$12,983		
af	REACTOR INTEGRAL PIPE FITTINGS	\$15,591		
ag	HBL DC HEATER	\$10,377		
ah	REACTOR FEED DUPLEX STRAINER	\$29,105		
				<b>\$10,562,454</b>
VI	<b><u>BLEACH PLANT &amp; CHLORINE DIOXIDE - R 10 PROCESS</u></b>		<b>\$14,118,132</b>	
a	D0 WASHER	\$1,129,451		
b	EOP WASHER	\$988,269		
c	D1 WASHER	\$ 1,129,451		
d	D2 WASHER	\$1,129,451		
e	FEED PUMPS	\$1,129,451		
f	TOWER SCRAPPERS	\$705,907		
g	MIXERS	\$423,544		
h	AGITATORS	\$564,725		
i	CIO2 Plant	\$6,917,885		
	-			<b>\$14,118,132</b>
	-			
VII	<b><u>PULP DRYING, BALING &amp; FINISHING PLANT</u></b>		<b>\$14,118,132</b>	
a	TWIN WIRE PRESS	\$4,941,346		
b	FLUFFER	\$705,907		
c	PULP DRYER	\$5,364,890		
d	SLAB PROCESS	\$705,907		
e	BALING SYSTEM	\$2,400,082		
				<b>\$14,118,132</b>
	-			
VIII	<b><u>CONVEYORS</u></b>	\$600,000	<b>\$600,000</b>	
	-			<b>\$600,000</b>
	<b>TOTAL</b>			<b>\$57,400,000</b>

S.NO	SUMMARY		in USD	
I	ENGINEERING CHARGES		\$300,000	
II	PULPING SYSTEM		\$9,125,824	
III	BROWN STOCK WASHING & ODL SYSTEM		\$6,483,883	
IV	PULP SCREENING & CLEANING		\$2,091,575	
V	CHEMICAL RECOVERY SYSTEM		\$10,562,454	
VI	CLO2 PLANT & BLEACHING PLANT		\$14,118,132	
VII	PULP DRYING, BALING & FINISHING PLANT		\$14,118,132	
VIII	CONVEYORS		\$600,000	
	<b>GRAND TOTAL</b>		<b>\$57,400,000</b>	

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## FIBER PREPARATION SYSTEM

### TECHNICAL SPECIFICATION

#### PIN FEEDER

CAPACITY	8 BDTPH
QUANTITY	6 Nos.
SERVICE	To regulate the flow of Raw Material
BODY	Fabricated out of MS Plate
PIN DRUM	Two rotary spiked rollers running in opposite direction.
SHAFT	EN – 8
SPIKE	32 Dia Tapered pin at staggered pitch.
BEARINGS	Plummer Block with spherical roller bearing
DRIVE PULLEY, DRIVEN PULLEY & BELT	Suitable type will be provided
GEAR BOX	Suitable Gear Box will be provided
INLETCUTE FROM CONVEYOR	Will be provided
DRIVE MOTOR	5.5 kW Sq. Cage, TEFC, 1440 RPM, 3 Phase Foot Mounted



## DEPITHER

CAPACITY	8 BDTPH
QUANTITY	6 Nos.
BODY / DUST COLLECTION BOX	Fabricated from MS Plate (IS:2062) complete with stiffeners and inspection doors.
TYPE	Vertical
RAW MATERIAL	Bagasse @ 50% Moisture
SCREEN	MS perforated Replaceable Screen
HAMMERS	With Hard Faced Edge
DEPITHER SPEED	1350 RPM
LUBRICATION	Grease
BEARING	Suitable Bearing will be provided
DRIVE ARRANGEMENTS	Belts and Pulley Drive
DRIVE PULLEY	Suitable Drive Pulley will be provided
DRIVEN PULLEY	Suitable Driven Pulley will be provided
V-BELT	Suitable Belt will be provided
INLET "Y" CHUTE	Will be provided
MOTOR	110 kW, Sq. Cage, TEFC, 1440 RPM, 3 Phase Foot Mounted
DUAL DISCHARGE CHUTE	Suitable will be provided

**WET WASHING SYSTEM  
TECHNICAL SPECIFICATION  
TWIN TURBO WASHER**

CAPACITY	15 BD TPH
QUANTITY	2 Nos.
<b>MATERIAL OF CONSTRUCTION</b>	
TROUGH	SS – 304
1) BEATER ROLLS	SS – 304 3 Nos.
2) WASHER ROLLS	SS – 304 3 Nos.
CORE PIPE	SS – 304 – Seamless
STUB SHAFT	EN 8
SPUR GEARS	Provided
OUTLET CHUTE	Will be supplied
TROUGH ADJUSTMENT LEVEL GATE	CARBON STEEL – IS :2062 IS: 2062 / SS : 304
GEAR BOX AND COUPLING	Suitable Gear Box will be provided
DRIVE MOTOR	22 kW Variable Speed Foot Mounted TEFC – 3 Nos.
JUNK TRAP	Pneumatic operated valve (10 Nos.) with Timer Circuit for each Trap. Gate – SS 304,

## AQUA SEPARATOR

CAPACITY	15 BD TPH
QUANTITY	2 Nos.
SERVICE	To drain the wash water from the raw material.
<b>MATERIAL OF CONSTRUCTION</b>	
TROUGH	SS: 304
SCREW FLIGHT	Fabricated with SS: 304
CORE PIPE	SS: 304 Seamless
STUB SHAFT	EN 8
DRIVE ARRANGEMENT	Pulley and Belt Drive
SCREEN	SS: 304 Perforated
DELIVERY CHUTE	Will be provided
WEAR BOX	Will be provided
GEAR BOX AND COUPLING	Will be provided
PULLEY AND BELT	Will be provided
MOTOR	30 kW, 1440 RPM, TEFC, SQ. CAGE, IP – 55 Foot Mounted

## DSM SCREEN

DSM SCREEN	
CAPACITY	200 m3/hr
QUANTITY	8 Nos.
INLET CONSISTENCY	0.3 – 0.4 %
OUTLET CONSISTENCY	6 – 8 %
WEDGE WIRE SCREEN SIZE	2130 mm X 1596 mm
SCREEN SLIT OPENING	0.7mm Slots
RIM PROFILE	22 WD 1.00, 4016(1.75mm)
CROSS ROD DIA X PITCH	7.6mm Dia X 70mm
<b>MATERIAL OF CONSTRUCTION</b>	
SCREEN BOX	SS : 304
FEED BOX	SS : 304
WATER HEADER	SS : 304
WEDGE WIRE SCREENS	SS : 316
BASE FRAME	SS 304

## SCREW CONVEYOR BELOW DSM SCREEN

QUANTITY	1 No.
<b>MATERIAL OF CONSTRUCTION</b>	
TROUGH	SS 304
SCREW FLIGHT	SS 304
CORE PIPE	SS 304

STUB SHAFT	EN 8
DELIVERY CHUTE	Will be provided
DRIVE ARRANGEMENT	Pulley and Belt Drive
GEAR BOX AND COUPLING	Suitable will be provided
PULLEY AND BELT	Suitable will be provided
DRIVE MOTOR	7.5 kW, Variable Speed, 1440 RPM, TEFC, SQ. CAGE, IP – 55, Foot Mounted, 415 Volts, 3 Phase, 50 Hz. EACH – 1 NO.
SUPPORTING STRUCTURE	Drawings to be provided as per site condition.

### CLARIFIER

QUANTITY	1 Nos.
CAPACITY	DIA 32 M X 3.5 SWD

### BELT FILTER PRESS

QUANTITY	1 No
CAPACITY	1 TPH
FLOW	35 m <sup>3</sup> / Hr.
INLET & OUTLET CONSISTENCY	2 % & 26 % ± 2 %

CONTINUOUS DIGESTER SYSTEM  
 TECHNICAL SPECIFICATION  
 METERING SCREW CONVEYOR

CAPACITY	15 BDTPH
QUANTITY	2 Nos.
SERVICE	For Metering and Conveying washed raw material to Pin Feeder.
TYPE	Horizontal Screw Conveyor
<b>MATERIAL OF CONSTRUCTION</b>	
TROUGH	SS 304
SCREW FLIGHT	Die pressed with SS : 304
CORE PIPE	SS Core Pipe SS : 304
DISCHARGE CHUTE TO PIN FEEDER	Will be supplied in SS
BEARING	Plummer Blocks with Spherical Roller Bearings.
COUPLINGS	Tyre Type Coupling will be provided.
INLET & DISCHARGE CHUTE	Will be provided Suitably
GEAR BOX	Suitable Gear Box will be provided
DRIVE MOTOR	<b>22 kW</b> , 1440 RPM, TEFC, Sq. Cage, IP-55 Foot Mounted.

## METERING PIN FEEDER

CAPACITY	15 BDTPH
QUANTITY	2 Nos.
SERVICE	To regulate the flow of Raw Material into
<b>MATERIAL OF CONSTRUCTION</b>	
BODY	Fabricated out of SS 304
PIN DRUM	Two rotary spiked rollers running in opposite direction.
ROLLERS	SS 304 Pipe
SPIKE	SS 304 Tapered spike at Staggered pitch
SHAFT	Stub Shaft for rollers made of EN 8 machined and ground.
BEARINGS	Plummer Block with Spherical Roller Bearing.
DRIVE GEARS	Spur Gears Will be supplied
DISCHARGE CHUTE TO EQUALISING	Will be provided Suitably
GEAR BOX AND PULLEY DRIVE	Suitable Gear Box and Drives will be provided
MOTOR	<b>18.5</b> kW variable speed AC Motor, Foot Mounted.

## EQUALISING SCREW CONVEYOR

CAPACITY	15 BDTPH
QUANTITY	2 Nos.
<b>MATERIAL OF CONSTRUCTION</b>	
TYPE	Horizontal Screw Conveyor.
TROUGH	Made out of SS 304
SCREW FLIGHT	SS : 304
CORE PIPE	SS : 304
BEARING	Plummer Blocks with Spherical Roller Bearings.
COUPLINGS	Tyre Type Coupling
DISCHARGE CHUTE TO PLUG SCREW	Will be provided Suitably
GEAR BOX	Suitable Gear Box will be provided
DRIVE MOTOR	<b>18.5 kW</b> , 1440 RPM, TEFC, Sq. Cage IP - 55, Foot Mounted.



## PLUG SCREW FEEDER

CAPACITY	15 BDTPH
QUANTITY	2 Nos.
<b>MATERIAL OF CONSTRUCTION</b>	
MAIN BODY	Mild Steel / Carbon Steel.( Wetted Parts SS – 304)
BEARING HOUSING	Cast Steel - IS : 2644 Gr. 1
THROAT	CF 8 (SS 304)
BASE RING	CF 8 (SS 304)
SCREW	CF 8 (SS 304)
PLUG PIPE	CF 8 (SS 304)
WEAR BAR	Alloy Carbon Steel Hardened.
SUPPORTING FRAME	Suitable MS (IS:2062) supporting Frame
COUPLING	Gear Coupling.
GEAR BOX	Suitable Gear Box will be provided
DRIVE MOTOR	315 kW AC Variable Speed, Foot Mounted.
COUPLING BETWEEN GEAR BOX AND MOTOR	Suitable will be provided.

## INLET CHAMBER

CAPACITY	15 BDTPH
QUANTITY	2 Nos.
T-PIPE / INLET CHAMBER	SA 516 Gr.70 / IS : 2002
<b>MATERIAL OF CONSTRUCTION</b>	
SHELL	SA 516 Gr.70 / IS : 2002
NOZZLES	SA 516 Gr.70 / IS : 2002
FLANGES	ASTM A 105 / SA 516 Gr. 70
<b>BLOW BACK VALVE</b>	
<b>MATERIAL OF CONSTRUCTION</b>	
VALVE SEAT	SS 304.
GLAND	SS 304.
VALVE MOUNTING ADAPTER	SS 304
VALVE DISC	SS 304
CYLINDER ROD END	SS - 304.
SHAFT	SS 304
BLOW BACK CYCLONE	SS 304
COLLECTION TANK BELOW CYCLONE	50 M <sup>3</sup> (Cu. Mt) – IS:2062

## DIGESTER SHELL & SCREW

CAPACITY	7.5 UBPULP BDTPD
QUANTITY	6 Nos.
<b>MATERIAL OF CONSTRUCTION</b>	
SHELL	SA 516 GRADE 70
GIRTH FLANGES	SA 516 GRADE 70
BLIND FLANGES	SA 516 GRADE 70
PLUMMER BLOCK SUPPORT	IS : 2062
NOZZLES	ASTM A106 Gr. B / SA 516 GRADE 70
<b>B. SCREW</b>	
QUANTITY	6 Nos.
FLIGHT	10 mm Thick SS - 304
CORE PIPE	ASTM A- 106 Gr. B , with SS 304 Cladding
GLAND	Housing and Follower Type
<b>MATERIAL OF CONSTRUCTION:</b>	
SCREW FLIGHT	SS - 304
CORE PIPE	ASTM A- 106 Gr. B , with SS 304 Cladding
STUB SHAFT	EN - 8
SLEEVE	SS - 304
GLAND & FOLLOWER	CF 8
GEAR BOX	Suitable Gear Box will be provided.
MOTOR	22 kW, variable speed, 6 Nos.

## COLD BLOW DISCHARGER

CAPACITY	7.5 UBPULP BDTPD
QUANTITY	2 Nos.
TYPE	Vertical.
<b>MATERIAL OF CONSTRUCTION</b>	
SHELL	SA - 516 Gr.70 / IS : 2002
FLANGES	SA 516 Gr. 70 / A 105
PIPE & NOZZLE	ASTM – A 106 Gr. B / SA 516 Gr. 70
PNEUMATIC OPERATED JUNK TRAP & VALVES	Suitable Will be Provided
BLOW LINE & SAMPLING VALVES	Drawings & Specifications will be provided
BLOW VALVE	Suitable will be suggested
ALL SUPPORTING STRUCTURES	Drawings will be provided

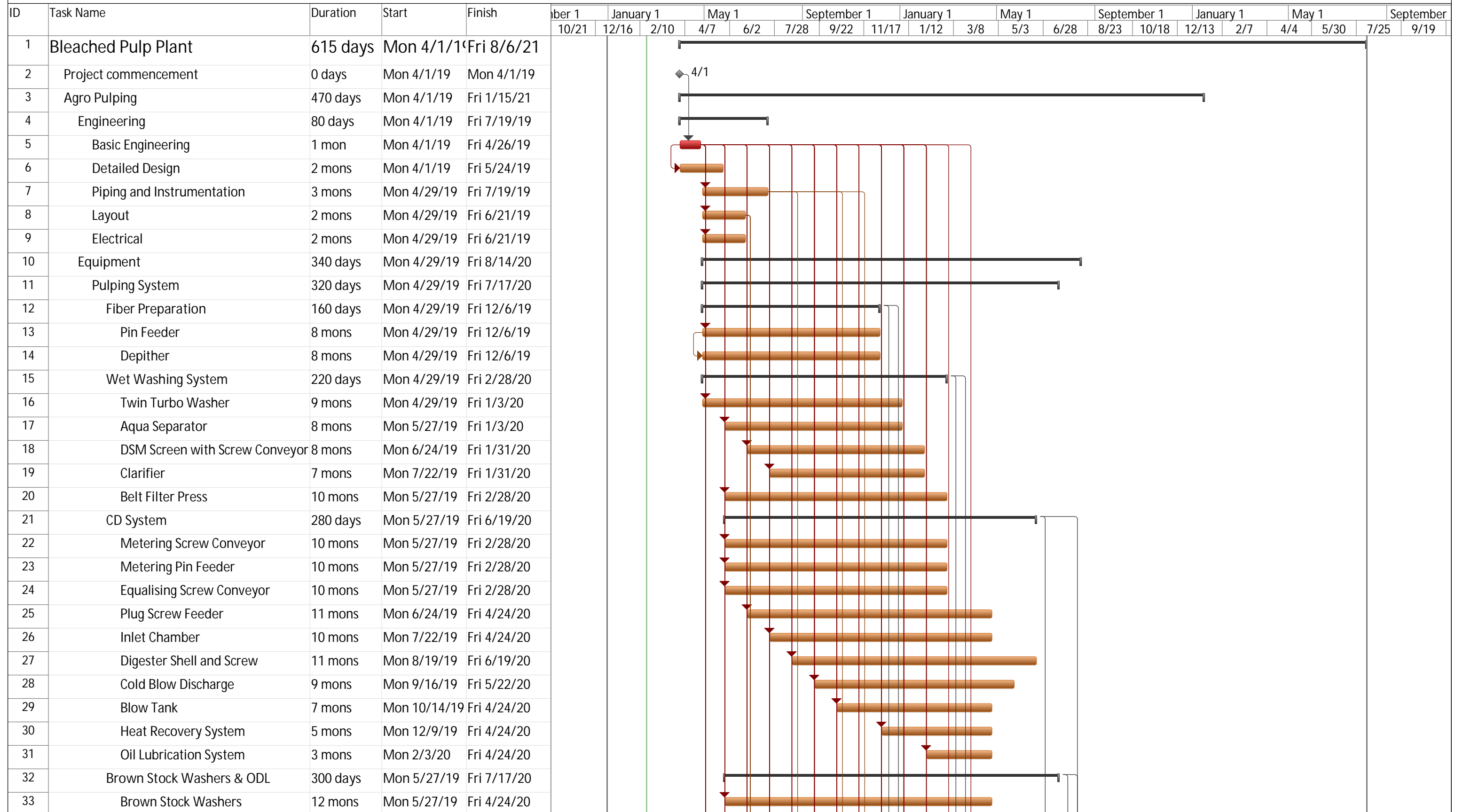
Client: Southeast Renewable Fuels																						Manufacturing / Procurement																					
Location: Florida, USA																						Shipping / Transportation																					
Project: 300 TPD Of Bleached Pulp Mill																						Manufacturing & Shipping Overlap																					
Raw Material: 100% Bagasse																																											
S.NO		MONTHS																				Price	1-4 months	5-8 months	9-12 months	13-16 months	Total	1-4 months	5-8 months	9-12 months	13-16 months												
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20																						
I	<b>ENGINEERING</b>	100%																				\$ 300,000	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000														
	Basic Engineering																																										
	Detailed Engineering																																										
	Piping and Instrumentation																																										
	Layout																																										
	Electrical																																										
II	<b>PULPING SYSTEM</b>																																										
	<b>FIBER PREPARATION</b>	50%																				\$ 507,409	\$ 507,409	\$ 253,705	\$ 253,705	\$ -	\$ -	\$ 507,409	0	\$ 507,409		\$ 507,409											
	Pin Feeder - 6nos.																																										
	Depithier - 6nos.																																										
	<b>Wet Washing System</b>	25%																				\$ 2,633,232	\$ 2,633,232	\$ 658,308	\$ 1,711,601	\$ 263,323.19	\$ -	\$ 2,633,232		\$ 1,053,293	\$ 1,579,939	\$ 2,633,232											
	Twin Turbo Washer - 2nos.																																										
	Aqua Separator - 2nos.																																										
	DSM Screen with Screw Conveyor - 8nos.																																										
	Clarifier - 1no.																																										
	Belt Filter Press																																										
	<b>CD SYSTEM</b>	25%																				\$ 5,985,183	\$ 5,985,183	\$ 1,496,296	\$ 2,992,592	\$ 1,496,295.79	\$ -	\$ 5,985,183		\$ 1,496,296	\$ 4,488,887	\$ 5,985,183											
	Metering Screw Conveyor - 2 Nos.																																										
	METERING Pin Feeder - 2 Nos.																																										
	Equalising Screw Conveyor - 2 Nos.																																										
	Plug Screw Feeder - 2 Nos.																																										
	Inlet Chamber - 2 Nos.																																										
	Digester Shell and Screw - 4 Nos.																																										
	Cold Blow Discharger - 2 Nos.																																										
	Blow Tank - 2 Nos.																																										
	Heat RECOVERY system - 2 Nos.																																										
	Oil Lubrication System - 2 Nos.																																										
III	<b>BROWN STOCK WASHERS &amp; ODL</b>	15%																				\$ 6,483,883	\$ 6,483,883	\$ 972,582	\$ 3,241,941	\$ 2,269,358.97	\$ -	\$ 6,483,883		\$ 1,620,971	\$ 4,862,912	\$ 6,483,883											
	BROWN STOCK WASHERS ----- 4 NOS.																																										
	REPULPER																																										
	REJECTS DRAINERS																																										
	ODL WASHERS ----- 2 Nos.																																										
	O2 MIXER																																										
	AGITATOR ----- 4 nos.																																										
	FOAM BREAKER																																										
	O2 STAGE LP STEAM MIXER																																										
	O2 STAGE FEED PUMP																																										
	O2 PULP HEATER																																										
IV	<b>PULP SCREENING AND CLEANING</b>	15%																				\$ 2,091,575	\$ 2,091,575	\$ 313,736	\$ 1,254,945	\$ 522,893.77	\$ -	\$ 2,091,575		\$ 209,158	\$ 1,254,945	\$ 627,473	\$ 2,091,575										
	LC AND MC SCREENS																																										
	THICKENERS																																										
	CLEANERS																																										
	FIRST STAGE CENTRI CLEANERS																																										
	SECOND STAGE CENTRI CLEANERS																																										
	TERTIARY CENTRI CLEANERS																																										
	AGITATOR FOR SCREENED STOCK CHEST																																										
	DECKER																																										

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EXHIBIT B  
PRELIMINARY BASELINE SCHEDULE

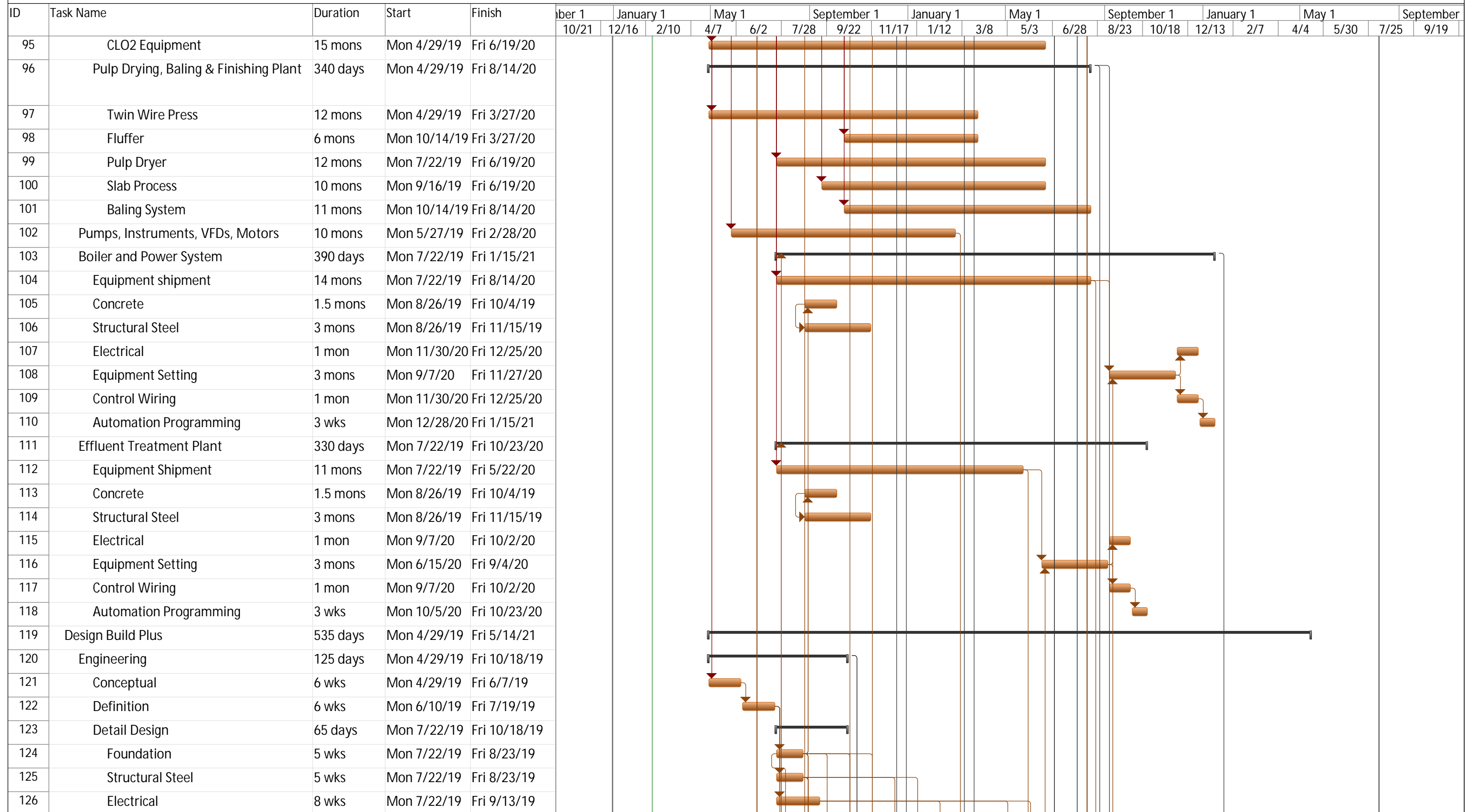
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ID	Task Name	Duration	Start	Finish	ber 1	January 1		May 1		September 1			January 1		May 1		September 1		January 1		May 1		September	
					10/21	12/16	2/10	4/7	6/2	7/28	9/22	11/17	1/12	3/8	5/3	6/28	8/23	10/18	12/13	2/7	4/4	5/30	7/25	9/19
34	Repulper	11 mons	Mon 6/24/19	Fri 4/24/20																				
35	Rejects Drainers	5 mons	Mon 7/22/19	Fri 12/6/19																				
36	ODL Washers	13 mons	Mon 6/24/19	Fri 6/19/20																				
37	O2 Mixer	12 mons	Mon 8/19/19	Fri 7/17/20																				
38	Agitator	11 mons	Mon 8/19/19	Fri 6/19/20																				
39	Foam Breaker	9 mons	Mon 10/14/19	Fri 6/19/20																				
40	O2 Stage LP Steam Mixer	9 mons	Mon 10/14/19	Fri 6/19/20																				
41	O2 Stage Feed Pump	7 mons	Mon 12/9/19	Fri 6/19/20																				
42	O2 Pulp Heater	7 mons	Mon 12/9/19	Fri 6/19/20																				
43	Pulp Screening and Cleaning	280 days	Mon 5/27/19	Fri 6/19/20																				
44	LC and MC Screens	9 mons	Mon 5/27/19	Fri 1/31/20																				
45	Thickeners	10 mons	Mon 6/24/19	Fri 3/27/20																				
46	Cleaners	9 mons	Mon 7/22/19	Fri 3/27/20																				
47	First Stage Centri Cleaners	9 mons	Mon 10/14/19	Fri 6/19/20																				
48	Second Stage Centri Cleaners	8 mons	Mon 9/16/19	Fri 4/24/20																				
49	Tertiary Centri Cleaners	9 mons	Mon 9/16/19	Fri 5/22/20																				
50	Agitator for Screened Stock Chest	7 mons	Mon 11/11/19	Fri 5/22/20																				
51	Decker	9 mons	Mon 9/16/19	Fri 5/22/20																				
52	Chemical Recovery System	320 days	Mon 4/29/19	Fri 7/17/20																				
53	MEE and LTI	320 days	Mon 4/29/19	Fri 7/17/20																				
54	Multiple Effects Evaporator Body FFE Type with of SS tubes	16 mons	Mon 4/29/19	Fri 7/17/20																				
55	Surface Condenser	15 mons	Mon 5/27/19	Fri 7/17/20																				
56	Flash Tanks	10 mons	Mon 8/19/19	Fri 5/22/20																				
57	LTI Bottom Shell & Bellow Seal	11 mons	Mon 4/29/19	Fri 2/28/20																				
58	FB Reactor Steel Construction	7 mons	Mon 8/19/19	Fri 2/28/20																				
59	Reactor Orifice Plate	9 mons	Mon 6/24/19	Fri 2/28/20																				
60	Air Pre-Heater	9 mons	Mon 9/16/19	Fri 5/22/20																				
61	Venturi Scrubber	8 mons	Mon 10/14/19	Fri 5/22/20																				
62	Secondary Scrubber	5 mons	Mon 1/6/20	Fri 5/22/20																				
63	Cyclone Separator (Including Gas Stack)	6 mons	Mon 2/3/20	Fri 7/17/20																				
64	Gas & Oil Burning Arrangement	7 mons	Mon 1/6/20	Fri 7/17/20																				

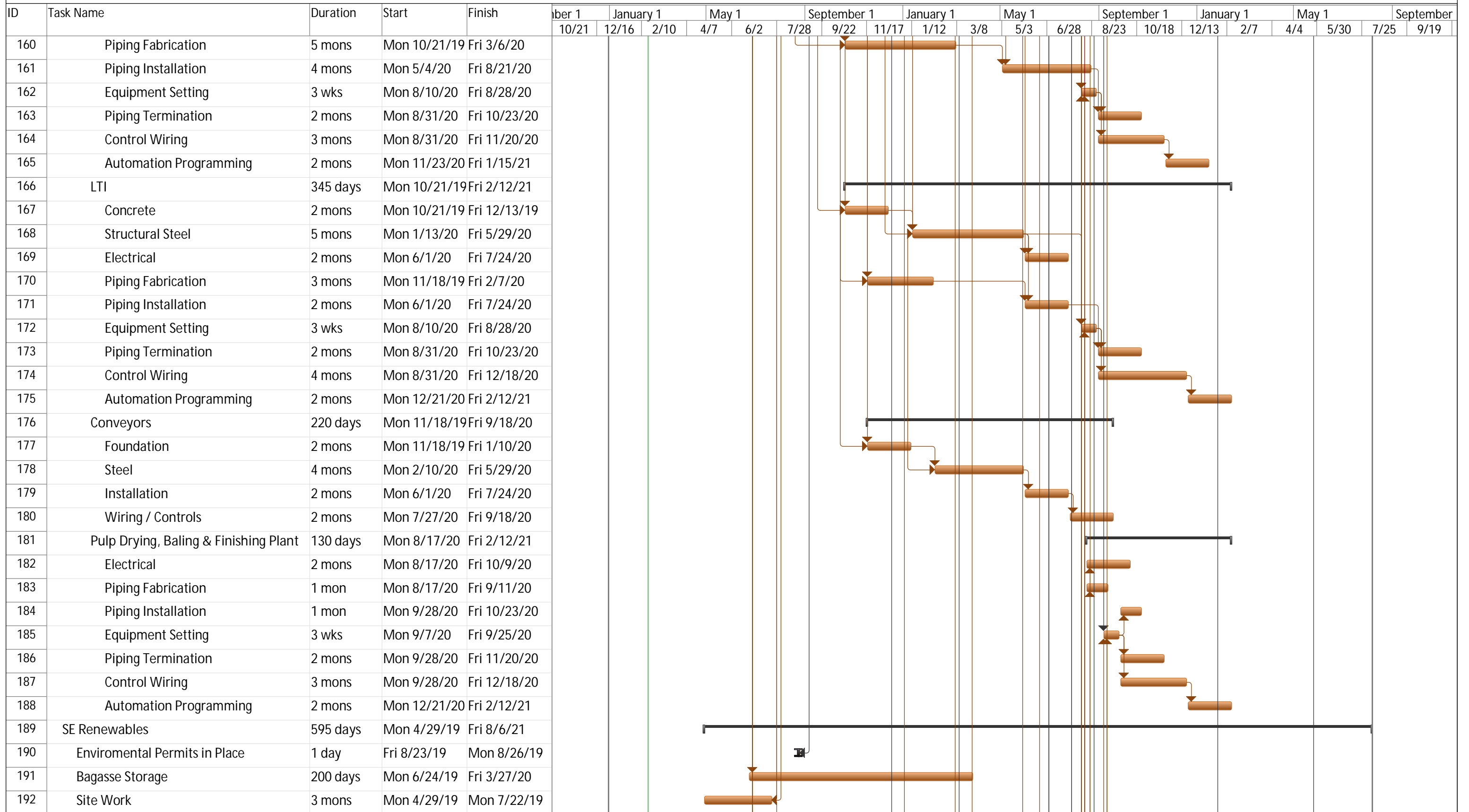
ID	Task Name	Duration	Start	Finish	ber 1	January 1		May 1		September 1		January 1		May 1		September 1		January 1		May 1		September	
					10/21	12/16	2/10	4/7	6/2	7/28	9/22	11/17	1/12	3/8	5/3	6/28	8/23	10/18	12/13	2/7	4/4	5/30	7/25
65	Liquor Feed Gun	5 mons	Mon 3/2/20	Fri 7/17/20																			
66	Charcoal Injection System	10 mons	Mon 10/14/19	Fri 7/17/20																			
67	Free Board Colling Sprays	9 mons	Mon 11/11/19	Fri 7/17/20																			
68	Fines Injection System	8 mons	Mon 12/9/19	Fri 7/17/20																			
69	Fluid Bed Product Cooler	6 mons	Mon 1/6/20	Fri 6/19/20																			
70	Fluid Bed Product Cooler Conveyor	5 mons	Mon 2/3/20	Fri 6/19/20																			
71	Bucket Elevator	9 mons	Mon 10/14/19	Fri 6/19/20																			
72	Grit Cyclone	7 mons	Mon 1/6/20	Fri 7/17/20																			
73	Cyclone Separator Discharge Screw	6 mons	Mon 2/3/20	Fri 7/17/20																			
74	Duct Works	7 mons	Mon 1/6/20	Fri 7/17/20																			
75	Rupture Disk	8 mons	Mon 12/9/19	Fri 7/17/20																			
76	SS Expansion Bellows	8 mons	Mon 12/9/19	Fri 7/17/20																			
77	Rotary Valve	8 mons	Mon 12/9/19	Fri 7/17/20																			
78	Sight Glasses	8 mons	Mon 12/9/19	Fri 7/17/20																			
79	By - Pass Chute	8 mons	Mon 12/9/19	Fri 7/17/20																			
80	Hot Valves	8 mons	Mon 12/9/19	Fri 7/17/20																			
81	Bifurcators and Dampers	8 mons	Mon 12/9/19	Fri 7/17/20																			
82	Reactor Pres Tap Fittings	7 mons	Mon 1/6/20	Fri 7/17/20																			
83	Reactor Integral Pipe Fittings	9 mons	Mon 11/11/19	Fri 7/17/20																			
84	HBL DC Heater	6 mons	Mon 2/3/20	Fri 7/17/20																			
85	Reactor Feed Duplex Strainer	4 mons	Mon 3/30/20	Fri 7/17/20																			
86	Bleach Plant & Chlorine Dioxide - R10 Process	300 days	Mon 4/29/19	Fri 6/19/20																			
87	DO Washer	8 mons	Mon 4/29/19	Fri 12/6/19																			
88	EOP Washer	9 mons	Mon 5/27/19	Fri 1/31/20																			
89	D1 Washer	8 mons	Mon 6/24/19	Fri 1/31/20																			
90	D2 Washer	9 mons	Mon 7/22/19	Fri 3/27/20																			
91	Feed Pumps	7 mons	Mon 9/16/19	Fri 3/27/20																			
92	Tower Scrappers	10 mons	Mon 7/22/19	Fri 4/24/20																			
93	Mixers	7 mons	Mon 10/14/19	Fri 4/24/20																			
94	Agitators	5 mons	Mon 12/9/19	Fri 4/24/20																			



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ID	Task Name	Duration	Start	Finish	ber 1	January 1		May 1		September 1			January 1			May 1			September 1		January 1		May 1		September
					10/21	12/16	2/10	4/7	6/2	7/28	9/22	11/17	1/12	3/8	5/3	6/28	8/23	10/18	12/13	2/7	4/4	5/30	7/25	9/19	
127	Controls	10 wks	Mon 7/22/19	Fri 9/27/19																					
128	Automation Programming	8 wks	Mon 8/26/19	Fri 10/18/19																					
129	Construction	450 days	Mon 8/26/19	Fri 5/14/21																					
130	Ash Ponds	4 mons	Mon 10/21/19	Fri 2/7/20																					
131	Fresh Water Supply	5 mons	Mon 10/21/19	Fri 3/6/20																					
132	Fiber Preparation	145 days	Mon 8/26/19	Fri 3/13/20																					
133	Concrete	1.5 mons	Mon 8/26/19	Fri 10/4/19																					
134	Structural Steel	3 mons	Mon 8/26/19	Fri 11/15/19																					
135	Electrical	1 mon	Mon 11/18/19	Fri 12/13/19																					
136	Equipment Setting	1 mon	Mon 12/30/19	Fri 1/24/20																					
137	Control Wiring	1 mon	Mon 1/27/20	Fri 2/21/20																					
138	Automation Programming	3 wks	Mon 2/24/20	Fri 3/13/20																					
139	Wet Washing System	205 days	Mon 8/26/19	Fri 6/5/20																					
140	Concrete	1.5 mons	Mon 8/26/19	Fri 10/4/19																					
141	Structural Steel	5 mons	Mon 8/26/19	Fri 1/10/20																					
142	Electrical	1 mon	Mon 1/13/20	Fri 2/7/20																					
143	Equipment Setting	1 mon	Mon 3/23/20	Fri 4/17/20																					
144	Control Wiring	1 mon	Mon 4/20/20	Fri 5/15/20																					
145	Automation Programming	3 wks	Mon 5/18/20	Fri 6/5/20																					
146	Pulpmill System	450 days	Mon 8/26/19	Fri 5/14/21																					
147	Concrete	4 mons	Mon 8/26/19	Fri 12/13/19																					
148	Structural Steel	6 mons	Mon 8/26/19	Fri 2/7/20																					
149	Electrical	3 mons	Mon 2/10/20	Fri 5/1/20																					
150	Piping Fabrication	6 mons	Mon 8/26/19	Mon 2/10/20																					
151	Piping Installation	5 mons	Mon 2/10/20	Fri 6/26/20																					
152	Equipment Setting	3 mons	Mon 8/10/20	Fri 10/30/20																					
153	Piping Termination	4 mons	Mon 11/2/20	Fri 2/19/21																					
154	Control Wiring	4 mons	Mon 11/2/20	Fri 2/19/21																					
155	Automation Programming	3 mons	Mon 2/22/21	Fri 5/14/21																					
156	Evaporators	345 days	Mon 9/23/19	Fri 1/15/21																					
157	Concrete	3 mons	Mon 9/23/19	Fri 12/13/19																					
158	Structural Steel	5 mons	Mon 12/16/19	Fri 5/1/20																					
159	Electrical	3 mons	Mon 5/4/20	Fri 7/24/20																					

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ID	Task Name	Duration	Start	Finish	ber 1	January 1		May 1	September 1			January 1		May 1	September 1		January 1		May 1	September		
					10/21	12/16	2/10	4/7	6/2	7/28	9/22	11/17	1/12	3/8	5/3	6/28	8/23	10/18	12/13	2/7	4/4	5/30
193	Finish Goods Building	300 days	Mon 6/24/19	Fri 8/14/20																		
194	Fire Main	200 days	Mon 6/24/19	Fri 3/27/20																		
195	Utility Services to Site / Building	150 days	Mon 6/24/19	Fri 1/17/20																		
196	Quality Lab	3 mons	Mon 8/17/20	Fri 11/6/20																		
197	Truck Scales and roads	1 mon	Mon 7/22/19	Fri 8/16/19																		
198	Transport of Agro Equipment from Miami Port to Site	195 days	Mon 12/9/19	Fri 9/4/20																		
199	Fiber Preparation	15 days	Mon 12/9/19	Fri 12/27/19																		
200	Wet Washing System	15 days	Mon 3/2/20	Fri 3/20/20																		
201	CD System	15 days	Mon 6/22/20	Fri 7/10/20																		
202	Brown Stock Washers & ODL	15 days	Mon 7/20/20	Fri 8/7/20																		
203	Pulp Screening and Cleaning	15 days	Mon 6/22/20	Fri 7/10/20																		
204	Chemical Recovery System	15 days	Mon 7/20/20	Fri 8/7/20																		
205	Bleached Plant & ClO2 Plant	15 days	Mon 6/22/20	Fri 7/10/20																		
206	Pulp Drying, Baling & Finishing Plant	15 days	Mon 8/17/20	Fri 9/4/20																		
207	Pumps, Instruments, VFDs, Motors	15 days	Mon 3/2/20	Fri 3/20/20																		
208	Boiler and Power System	15 days	Mon 8/17/20	Fri 9/4/20																		
209	Effluent Treatment Plant	15 days	Mon 5/25/20	Fri 6/12/20																		
210	Purchase of Chemicals, Raw Materials	3 mons	Mon 5/17/21	Fri 8/6/21																		
211	Hiring of Employees	3 mons	Mon 5/17/21	Fri 8/6/21																		
212	Startup and Commissioning	125 days	Mon 1/18/21	Fri 7/9/21																		
213	Mechanical & Process Testing	64 days	Mon 1/18/21	Thu 4/15/21																		
214	Steam Boiler and Power	10 days	Mon 1/18/21	Fri 1/29/21																		
215	Bagasse Yard Prep	3 days	Mon 2/1/21	Wed 2/3/21																		
216	Fiber Preparation	3 days	Thu 2/4/21	Mon 2/8/21																		
217	Water Treatment Plant	3 days	Mon 2/1/21	Wed 2/3/21																		
218	Wet Washing System	3 days	Tue 2/9/21	Thu 2/11/21																		
219	Water recirculation system	3 days	Fri 2/12/21	Tue 2/16/21																		
220	Continuous Digester	5 days	Wed 2/17/21	Tue 2/23/21																		
221	Knotters, Screening and Brown stock	5 days	Wed 2/17/21	Tue 2/23/21																		
222	Oxygen Delignification	5 days	Wed 2/24/21	Tue 3/2/21																		





## EXHIBIT C-1

### MAJOR VENDOR SERVICES, CONTRACT PRICE, AND PAYMENTS

#### **Major Vendor**

Scope of Major Vendor Services. Major Vendor is responsible for the design, engineering, equipment supply, training (including training manuals for each piece of Major Equipment supplied), transportation, insurance and delivery to the Port of Miami (or Site, as applicable) of the Major Equipment, including as described in Exhibit A-2, and the performance of technical advisory services, monitoring, supervision and review of the storage, assembly, erection, installation, construction, tie-in, connection and incorporation of the Major Equipment supplied by or for Major Vendor into the Project, as well as the conduct of the commissioning, start-up and successful Performance Testing and demonstration of attainment of the Performance Guarantees by the Project.

Performance Testing. Included with the Major Vendor Services, Major Vendor will provide not less than one (1) month of start-up assistance and services to Owner for the Project, including to support start-up and Performance Guarantee testing and any other Major Vendor Services that are necessary to accomplish Handover of the Project. One (1) month start-up assistance to support achievement of Handover of the Project is included in the Contract Price. The cost of any additional start-up assistance which arises out of, relates to or results from delay or failure by Major Vendor to perform the Major Vendor Services in accordance with the Baseline Schedule and requirements of this Agreement, or from defects or deficiencies in the Major Equipment or Documentation shall be borne by Major Vendor. Not less than sixty (60) days prior to the commencement of start-up and commissioning of the Project, Major Vendor shall provide training, technical assistance, supervision and guidance to operating personnel designated by Owner to support start-up and commissioning of the Major Equipment and the Project under the supervision and management of Major Vendor and Contractor.

Start-up Plan. Not less than sixty (60) days prior to the scheduled date for commencement of start-up, commissioning and Performance Guarantee testing, Major Vendor shall submit to Owner for its review, comment and approval the start-up and commissioning schedule and procedure for all Major Equipment, processes and systems which it is required to supply under this Agreement, which review, comment and approval by Owner shall be completed within ten (10) business days of submission or such other period of time reasonable under the circumstances. Major Vendor shall address comments received from Owner and assure that the final plans, schedules, procedures and processes for performance of start-up, commissioning and Performance Guarantee testing are consistent and together demonstrate the capability of the Project and all equipment, systems, elements and components comprising the Project to operate as an integrated, fully functional facility in accordance with the standards and requirements set forth in this Agreement.

Test. The start-up, commissioning and Performance Guarantee testing shall be conducted in accordance with a written procedure, schedule and plans prepared by Major Vendor and Contractor and as approved by Owner; provided, however that the Parties agree that the approval by Owner



of such procedures, schedule and plans shall not relieve, discharge or release Major Vendor or Contractor from the complete performance of their respective work and services and their respective obligations and duties under this Agreement or constitute a waiver by Owner of any rights, remedies, benefits or privileges with regard to the equipment and services provided by them. The written procedures, schedule and plans shall set forth in detail the quantities of raw materials, chemicals and utility service and numbers of operating personnel required for the conduct of start-up, commissioning and Performance Guarantee testing. Major Vendor will be responsible for training sufficient numbers of operating personnel of Owner as needed for start-up, commissioning and Performance Guarantee testing.

Training. Included in the Contract Price, during the assembly, erection, testing, construction and installation of the equipment for the Project, and for a period of thirty (30) days after the Handover Date, Major Vendor will provide training to Owner's employees or designees for operation and maintenance of the Project, including on the Bagasse Pulping process at the Project. Such training shall be sufficient to prepare Owner's employees or designees to safely operate, maintain, and use the Project and all equipment, processes and systems for intended purposes and uses at the production and Performance Guarantee levels and in accordance with Good Industry Practice.

Supplies for Testing. Major Vendor will be responsible for training sufficient numbers of operating personnel of Owner as needed for start-up, commissioning and Performance Guarantee testing. Owner will be responsible for all raw material, chemicals, utilities, and staffing (by personnel trained by Major Vendor) required for the conduct of start-up, commissioning and Performance Guarantee testing by Major Vendor. The unexcused failure by the Owner to provide raw materials, chemicals, utilities and staffing of trained operating personnel in the numbers or quantities and in a timely manner in accordance with the Baseline Schedule (and the advance notices provided by Major Vendor and Contractor to Owner not less than one hundred twenty (120), sixty (60) and thirty (30) days prior to scheduled date for commencement of such testing and as per instructions of Major Vendor and/or Contractor to support the first start-up and commissioning tests and activities) will potentially result in the delay of the achievement of Handover of Project and Major Vendor will be allowed to request a change order extending the Guaranteed Handover Date by the same amount of time as the delay.

Process Manual. As part of the Major Vendor Services and included in the Contract Price, Major Vendor will provide the Documentation, manuals and other documents for functional requirements that will list all the operations and maintenance for the Project. Major Vendor shall provide interim drafts of such documents and related Documentation for review by the Owner and its operating personnel or contractors' personnel not less than sixty (60) days before the schedule commencement of start-up, commissioning and Performance Guarantee testing.

Guaranteed Handover Date. The Guaranteed Handover Date is the date twenty-six (26) months after the issuance of the Notice to Proceed and payment of Five Million Dollars (\$5,000,000) to the Letter of Credit issuing bank for release and delivery of the Letter of Credit to Lender no later than the day after Financial Closing. Within such period Major Vendor and Contractor shall successfully start-up, commission and Performance Guarantee test all equipment, systems, sub-

systems, elements, components and processes of the Project to demonstrate and verify that they perform to their rated capacities and the Performance Guarantee, and that the Project is capable of operation, maintenance and use as a fully integrated facility for its intended purposes and with the intended levels of production capacity, reliability, efficacy, efficiency, functionality and capability. Major Vendor and Contractor shall not be entitled to any extension of the Baseline Schedule or any other relief in the event that Major Vendor and/or Contractor do not successfully perform and complete such start-up, commissioning and Performance Guarantee activities and tests prior to the Guaranteed Handover Date.

Documentation. During the development of the design, engineering and procurement drawings, specifications and other Documentation relating to the Major Vendor Services and the Major Equipment and the conduct of procurement activities, Major Vendor shall provide designees of Owner and Independent Engineer with reasonable opportunities, consistent with engineering, procurement and construction industry standards, to perform remote and in-person inspections, evaluations and reviews of the design and engineering in progress and the development, preparation and execution of procurement and purchasing documents for purposes including verifying the status and progress of performance of Major Vendor Services, Major Vendor's compliance with the Baseline Schedule, the engagement, performance and payment of Subcontractors and suppliers to support performance of the Major Vendor Services, and the application of portions of the Contract Price paid to Major Vendor to payment of Subcontractors and any Persons providing, performing or furnishing any labor, services, equipment, materials or supplies relating to the Major Vendor Services or the Project. Such reviews may be conducted at Major Vendor's office, the Site and/or the offices of its Subcontractors, manufacturers and suppliers. The reviews may be of progress prints, computer images, draft documents, working calculations, draft specifications or reports, drawings, specifications or other design, engineering and procurement documents as reasonably requested by Owner or the Independent Engineer.

Owner Obligations. Major Vendor acknowledges and agrees that with the exception of (i) arranging delivery of Pulp Equipment from the Port of Miami to the Project Site, (ii) delivery of utility service to the boundary of the Project Site, (iii) installation of the administration building, maintenance building or area, finished goods warehouses for pulp and soda ash, laboratory equipment, truck scales, and bagasse storage area, (iv) bagasse loading and unloading, and (v) the furnishing of personnel, feedstock, chemicals and utility service for Performance Testing, no other work or services to be performed by Owner are required to be performed or completed in order for Major Vendor and Contractor to equip, install, construct and complete the Major Equipment and the Project and successfully perform the Performance Guarantee testing.

Owner Delay. The unexcused failure by Owner prior to the Handover Date to provide the raw materials, chemicals, utilities and staffing of trained operating personnel necessary to support performance of the Performance Testing by Major Vendor in a timely manner in accordance with the Baseline Schedule (and the advance notices provided by Major Vendor to Owner not less than one hundred twenty (120), sixty (60) and thirty (30) days prior to scheduled date for commencement of such testing and as per instructions of Major Vendor to support the first start-up and commissioning tests and activities) will potentially result in the delay in the achievement

of Handover of the Project, and Major Vendor shall have the right to request a change order extending the Guaranteed Handover Date by the same number of days of such delay.

## **CONTRACT PRICE**

Contract Price Amount. The Contract Price to be paid by Owner to Major Vendor for performance, completion and warranty of the Major Vendor Services and achievement of Handover of the Project by the Guaranteed Handover Date in accordance with this Agreement shall be a lump sum guaranteed maximum fixed price of Fifty-Seven Million Four Hundred Thousand Dollars (\$57,400,000). Exhibit A-2 sets forth a breakdown of the allocation of the Contract Price to the Major Vendor Services and Major Equipment to be performed and delivered by Major Vendor and an estimated schedule for the payment of a portion of the Contract Price for performance of such itemized Major Vendor Services and delivery of the Major Equipment.

Verification. Major Vendor acknowledges and agrees that Owner shall have no obligation to make payment or to requisition Lenders to make payment of any invoice for performance of Major Vendor Services unless and until Major Vendor has provided to Owner and Independent Engineer all documentation, information, calculations, back-up and data which Major Vendor is required to submit in connection with invoices or reasonably requested by Owner or Independent Engineer to verify that all documents submitted by Major Vendor to support invoices comply with the requirements for Documentation and Good Industry Practices and demonstrate the actual performance of Major Vendor Services in accordance with this Agreement, the Baseline Schedule and the drawdown and use of funds set forth in Exhibit A-2. In connection with the evaluation of the sufficiency of such evidence, designees of Owner and Independent Engineer shall be granted access to all locations where Major Equipment is being designed and produced and provided remote access and on-site access to all records and documents relating to the design, engineering, procurement, fabrication, manufacture, quality assurance and quality control testing and documentation and packing for transport to the applicable delivery point.

Retainage. The amount of five percent (5%) of the amount of each invoice submitted by Major Vendor for performance of the Major Vendor Services in accordance with this Agreement will be withheld from payment as Retainage by Owner. Upon achievement of Handover, Major Vendor shall have the right to submit an invoice to Owner for payment of the balance of the Retainage held by Owner, and Owner shall requisition Lenders to pay such invoice within five (5) Business Days.

Major Vendor's First Invoice. In connection with Financial Closing, Major Vendor shall submit an invoice to Owner in the amount of Eight Million Six Hundred Ten Thousand Dollars (\$8,610,000) for the purposes of funding Major Vendor's procurement of the Letter of Credit and the policies of insurance which it is required to procure in accordance with this Agreement and the performance and procurement of design and engineering services to support procurement and production of the Major Equipment and the procurement of materials and supplies necessary for the commencement of production of the items of Major Equipment to be produced directly by

Major Vendor, all as described in detail in the first invoice. Major Vendor shall also deliver a partial lien release waiver in the amount of such invoice and a certificate effective the date of Financial Closing verifying the accuracy and completeness of the drawdown schedule set forth in Exhibit A-2 and Major Vendor's performance of the Major Vendor Service in compliance with such schedule. In partial payment of Major Vendor's first invoice, Lender shall make payment in the amount of Five Million Dollars (\$5,000,000) to the Letter of Credit issuing bank for the release and delivery of the Letter of Credit to Lender no later than one (1) day after Financial Closing. The balance of the amount of the Major Vendor's first invoice shall be paid by Owner to Major Vendor, less Retainage in the amount of five percent (5%) of the amount of the first invoice, within five (5) days after issuance of the Notice to Proceed. Upon such payment by Lender to the Letter of Credit issuing bank, Major Vendor shall commence full and continuous performance of the Major Vendor Services in accordance with the Baseline Schedule and the requirements of Exhibit A-2.

#### Major Vendor's Subsequent Pre-Shipping Invoices

Major Vendor shall have the right to submit its subsequent invoices for Major Equipment Services in the total amount of Eight Million Six Hundred Ten Thousand Dollars (\$8,610,000) upon delivery by Major Vendor to Owner and the Independent Engineer of the design, engineering and procurement Documentation, deliverables and documentary evidence described below in this paragraph and approval thereof by Owner and the Independent Engineer. Major Vendor shall submit with such subsequent invoices partial release of lien instruments executed by Major Vendor and all Subcontractors who have performed or will perform Major Vendor Services to be paid from such amount. Owner shall requisition Lenders to disburse funds in payment of such subsequent invoices as follows: (i) five percent (5%) shall be withheld by Owner as Retainage; (ii) the balance of each invoice will be paid to Major Vendor to an account specified by Major Vendor in the invoice, with such funds to be used exclusively for purposes of funding payment by Major Vendor of verified contractually required advances payable to Major Vendor's Subcontractors and sellers of raw materials for the production of the Pulp Equipment. The supporting Documentation, deliverables and documentary evidence to be submitted by Major Vendor with the subsequent invoices, all of which shall be prepared in accordance with this Agreement and Good Industry Practice, shall be the following: (x) complete copies of purchase orders actually placed by Major Vendor with Subcontractors and order confirmation copies for all Major Equipment and Major Equipment Services; (y) plans and drawings acceptable to Owner and Independent Engineer of the layout of the Major Equipment, P&IDs and general arrangement of the Major Equipment and other equipment, systems, facilities, elements and components comprising the Project; and (z) other documentation, information and data reasonably requested by Owner or Independent Engineer for purposes of verifying the progress, status and schedule for performance of the Major Vendor Services in accordance with the terms, conditions and requirements of this Agreement.

Major Vendor's Production Invoices. The balance of the Contract Price remaining after Major Vendor's submission of the Pre-Shipping invoices shall be invoiced by Major Vendor no more frequently than monthly as items of Pulp Equipment have been procured, fabricated, manufactured, packed for transport and loaded onto the vessel for transport to the Port of Miami

and Associated Plant Equipment is delivered to Site unless Owner consents thereto, such consent shall not be unreasonably withheld. Such invoices shall be submitted and paid as follows:

(i) Pulp Equipment. Exhibit A-2 sets forth the allocation of the Contract Price to the Major Vendor Services and the items of Major Equipment, as well as the portion of the price of each item of Major Equipment which remains outstanding after allocation of payment of Major Vendor's Pre-Shipping invoices as described immediately above. Major Vendor shall submit invoices for the portion of the price of items of Major Equipment not paid in the initial installment payments made by or for Owner to Major Vendor in respect of the Pre-Shipping invoices after Major Equipment is delivered undamaged to the Port of Miami (Pulp Equipment) or the Site (all other Major Equipment). Major Vendor shall have the right to submit invoices to Owner for items of Pulp Equipment only after items of Pulp Equipment have been procured, fabricated, manufactured, packed for transportation, inspected by Independent Engineer and loaded onto the vessel for delivery to the Port of Miami as follows: (a) an invoice for fifty percent (50%) of the outstanding balance of the price of each item of Pulp Equipment in a shipment shall be submitted by Major Vendor to Owner after completion of loading of the items of Pulp Equipment onto the transport vessel for transportation and delivery to the Port of Miami and delivery of documentation to Owner verifying to Owner's and the Independent Engineer's reasonable satisfaction confirming the loading of such items of Pulp Equipment onto the vessel and the undamaged condition of such item of Pulp Equipment; (b) an invoice for twenty-five percent (25%) of such outstanding balance of the price of the Pulp Equipment in such shipment may be submitted by Major Vendor to Owner thirty (30) days after delivery of the first invoice for fifty percent (50%) of the outstanding balance of the price of the Pulp Equipment in such shipment; and (c) an invoice for the remaining twenty-five percent (25%) of the outstanding balance of the price of the Pulp Equipment in such shipment upon the later of delivery of the Pulp Equipment in the shipment to the Site in an undamaged condition or sixty (60) days after the date of the invoice described in part (a) of this paragraph relating to such shipment. Owner shall requisition Lenders to make payment of the undisputed amount of each such invoice for Pulp Equipment and supporting documentation and detail submitted by Major Vendor in accordance with the requirements of this Exhibit C-1 within five (5) Business Days after receipt of Major Vendor's invoice therefor, less Retainage. The Contract Price includes all payments that must be made by Major Vendor prior to dispatch of equipment to facilitate the export process, as well as all cost associated with transport and delivery of the Pulp Equipment to the Port of Miami and Associated Plant Equipment to the Site, as applicable.

(ii) Associated Plant Equipment. Major Vendor shall have the right to submit invoices monthly for the balance of the price of the Associated Plant Equipment which remains outstanding after allocation of payment of Major Vendor's Pre-Shipping invoices as described in (i) immediately above after items of Associated Plant Equipment are delivered in an undamaged condition to the Site. Owner shall requisition Lenders to make payment of the undisputed amount of each such invoice for Pulp Equipment and supporting documentation and detail submitted by Major Vendor in accordance with the requirements of this Exhibit C-1 within five (5) Business Days after receipt of Major Vendor's invoice therefor, less Retainage.

## **WITHHOLDING BY OWNER**

In addition to withholding disputed amounts set forth in an invoice received from Major Vendor, Owner may, in addition to any other rights under this Agreement, withhold payment on an invoice or a portion thereof, and/or enforce any Parent Guaranty or other payment security, including drawing on and collecting on all Letters of Credit and making a claim on policies of insurance, in an amount and to such extent as may be reasonably necessary to protect Owner from loss due to: (i) defective Major Equipment or Major Vendor Services that Major Vendor is required to correct; (ii) liens or other encumbrances on all or a portion of the Site, the Major Equipment, the Major Vendor Services or the Project, which are filed by any Subcontractor; (iii) any material breach by Major Vendor of any term or provision of this Agreement; (iv) the assessment of any fines or penalties against Owner as a result of the failure by Major Vendor to comply with applicable Law, Permits, codes or standards; (v) amounts overpaid by Owner to Major Vendor in any preceding month; (vi) Delay Damages which Major Vendor owes under the terms of this Agreement; or (vii) any other costs or liabilities which Owner has incurred for which Major Vendor is responsible under this Agreement.

### **Major Vendor and Contractor Bonus**

Subject to a maximum not to exceed cap of \$300,000, Owner agrees to pay an early completion performance "bonus" to Major Vendor and Contractor in the aggregate amount of \$10,000 per day for every day that the Handover Date is accomplished prior to the Guaranteed Handover Date. The total amount of "bonus" payments shall not exceed \$300,000 regardless of the number of days prior to the Guaranteed Handover Date that Handover is accomplished, and payments of the "bonus", if any, shall be paid by Owner to Major Vendor and Contractor within thirty (30) days after the date of Handover of the Project is achieved by Contractor and Major Vendor and will be shared equally between Major Vendor and Contractor.

EXHIBIT C-2  
MAJOR VENDOR RATE SCHEDULE

Senior Project Engineer / Manager	\$145
Project / Process Engineer	\$115
Sr. Design Engineer	\$125
Design Engineer	\$85
Admin Support	\$75
MARK UP – all Changes	
Overheads, Insurance, etc.	10%

**EXHIBIT D**  
**FORM OF CHANGE ORDER**

**PROJECT NAME:** Southeast Renewable Fuels  
Pulp Mill

**CHANGE ORDER**  
**NUMBER:** \_\_\_\_\_

**OWNER:** Southeast Renewable Fuels, LLC

**DATE OF CHANGE**  
**ORDER:** \_\_\_\_\_

**MAJOR VENDOR:** Sim Agro, Inc.

**DATE OF MAJOR EQUIPMENT SUPPLY**  
**AGREEMENT:** \_\_\_\_\_, 20\_\_

**Detailed Reasons for Proposed Change(s)** (*provide detailed reasons for the proposed change, and attach all supporting documentation required under the Agreement*)

**The Agreement between the Parties listed above is changed as follows:** (*attach additional documentation if necessary*)

<b>Adjustment to Contract Price</b>	
The original Contract Price was	\$ _____
Net change by previously authorized Change Orders (# _____)	\$ _____
The Contract Price prior to this Change Order was	\$ _____
The Contract Price will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ _____
The new Contract Price including this Change Order will be	\$ _____

**Adjustments:**

The following are modified (*list all modifications; insert N/A if there are no modifications*):

Adjustment to Guaranteed Handover Date:

Adjustments to Baseline Schedule:

Adjustment to Pulp Equipment or other Major Equipment:

Adjustment to Major Vendor Services:



Adjustment to Performance Guarantees:

Adjustments to Performance Security:

Adjustment to Insurance Requirements:

Other adjustments to liability or obligation of Major Vendor under the Agreement:

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This Change Order shall constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order and shall be deemed to compensate Major Vendor fully for such change. Initials: \_\_\_\_\_  
Major Vendor \_\_\_\_\_ Owner

Upon execution of this Change Order by Owner and Major Vendor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless expressly, specifically noted in this Change Order. Except as modified by this and any previously issued Change Orders, all other terms, covenants, representations, warranties and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Major Vendor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Date of Signing

**EXHIBIT E**  
**CHANGE ORDER REQUEST FORM**

(for use when Major Vendor requests a Change Order or responds to a Change Order request by Owner)

**PROJECT NAME:** Southeast Renewable Fuels  
Pulp Mill

**CHANGE ORDER REQUEST  
NUMBER:** \_\_\_\_\_

**OWNER:** Southeast Renewable Fuels, LLC

**DATE OF CHANGE ORDER  
REQUEST:** \_\_\_\_\_

**MAJOR VENDOR:** Sim Agro, Inc.

**DATE OF MAJOR EQUIPMENT SUPPLY  
AGREEMENT:** \_\_\_\_\_, 20\_\_

**Major Vendor proposes the following change(s) in the Agreement:** *(attach additional documentation, if necessary)*

*OR (as applicable)*

**Owner proposes the following change(s) in the Agreement:** *(attach additional documentation, if necessary)*

**Detailed Reasons for Proposed Change(s)** *(provide detailed reasons for the proposed change, and attach all supporting documentation required under the Agreement)*

<b>Proposed Adjustments to Contract Price (if any)</b>			
The original Contract Price was	\$	_____	
Net change by previously authorized Change Orders (# _____)	\$	_____	
The Contract Price as of the date of this request is	\$	_____	
If this Change Order request is agreed upon by the Parties, the Contract Price will be (increased) (decreased) (unchanged) in the indicated amount	\$	_____	
If this Change Order Request is agreed upon by the Parties, the new Contract Price, including such Change Order, will be	\$	_____	

**Proposed Adjustments:**

The following adjustments / modifications are proposed *(list all proposed adjustments/ modifications; insert N/A if there are no proposed adjustments / modifications)*:

Adjustment to Guaranteed Handover Date:

Adjustment to Project Schedule:

Adjustment to Pulp Equipment or other Major Equipment:

Adjustment to Major Vendor Services:

Adjustment to Performance Guarantees:

Adjustment to Performance Security:

Adjustment to Insurance Requirements:

Other adjustments to liability or obligation of Major Vendor or Owner under the Agreement:

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This request for Change Order is signed by Major Vendor's/Owner's duly authorized representative.

Major Vendor/Owner

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signing

## EXHIBIT F INSURANCE

Major Insurance. Subject to Owner's exercise of its right to procure and maintain commercial general liability insurance and excess liability insurance under an OCIP, which would relieve Major Vendor of the obligation under Article 15 and this Exhibit F to procure such coverages, Major Vendor shall obtain and maintain the following insurance with limits not less than those indicated for the respective items as follows:

The following insurance policies and coverage shall be obtained and maintained during period from the Effective Date through the end of the Warranty Period.

- i. Comprehensive general liability insurance, in the amount of \$3,000,000, each occurrence and in the aggregate, which shall include premises, operations, independent contractors, property damage, blanket contractual liability on all written contracts, personal injury, bodily injury and property damage;
- ii. Workers' Compensation in the minimum amount imposed by law (Major Vendor may self-insure if permitted by law);
- iii. Automobile coverage in the amount of \$1,000,000 each occurrence and in the aggregate;
- iv. Professional Liability insurance, in the amount of \$10,000,000, each occurrence and in the aggregate; and
- v. Excess or umbrella liability insurance in the amount of \$10,000,000 (coverage to be following form excess over the General Liability, Automotive Liability and Employer's Liability).

Major Vendor will provide Owner with copies of the insurance certificates evidencing such coverage and specifying that the carrier will notify Owner in writing at least thirty (30) days prior to any cancellation, material modification or reduction in coverage. Major Vendor shall also deliver to Owner copies of the underlying insurance policies. Major Vendor will give Owner written notice within ten (10) days after the occurrence of any events that may give rise to a claim against Major Vendor's insurance that may impair the aggregate coverage available to Owner.

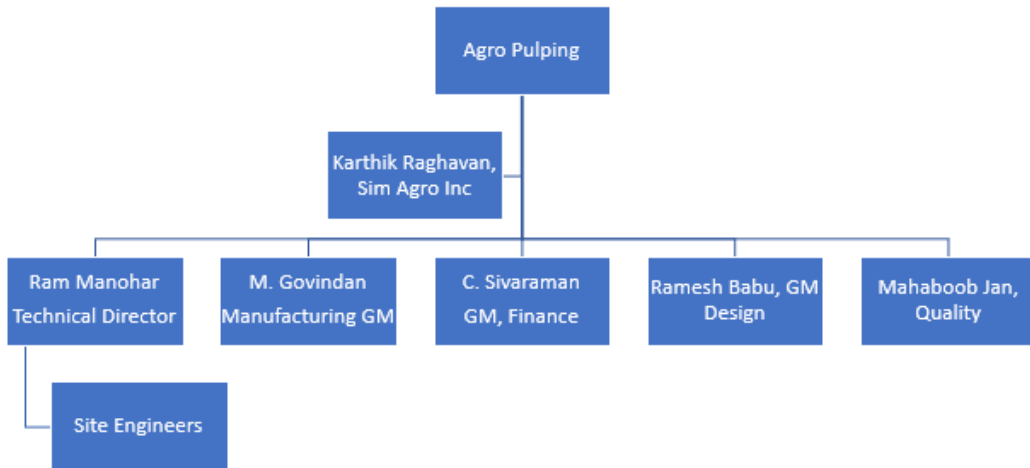
The insurance specified in this section, other than Workers' Compensation, Automobile coverage and Professional Liability, shall identify Owner's Affiliates, Lenders, the Construction Monitor and the Independent Engineer as additional insureds (to the extent each has an insurable interest).

*KR*

EXHIBIT G  
PERMITS

Major Vendor represents that it has no obligation under applicable Law to obtain any Permit specific to the Project to perform the Major Vendor Services and its other obligations under this Agreement.

EXHIBIT H  
KEY PERSONNEL, ORGANIZATIONAL CHART



## EXHIBIT I-1

### PERFORMANCE TESTING, GUARANTEES

#### **Performance Guarantee**

Major Vendor guarantees it will perform the Major Vendor Services in accordance with the Baseline Schedule and terms of this Agreement in order that Handover of the Project shall be achieved no later than the Guaranteed Handover Date (twenty-six (26) months after the Notice to Proceed). Prior to operational hand over and achievement of Handover of the Project, the Performance Testing will be performed by Major Vendor and Contractor for one hundred twenty (120) consecutive hours. The pulp mill and all Major Equipment and other equipment and systems incorporated into the Project will consistently and without interruption produce at least 12.50 metric tons per hour of bleached pulp that meets the requirements listed below throughout the one hundred twenty (120) hour duration of the Performance Testing. If the product produced by the Project fails to meet the requirements listed below at any time during the Performance Testing, or the Project has an interruption of production during the one hundred twenty (120) hours of the test, then the test will be considered a failure and must be re-performed by Contractor and Major Vendor in its entirety after corrective actions have been completed by Contractor and Major Vendor. The Performance Guarantee test must continue to be re-performed by Contractor and Major Vendor until the Project consistently and without interruption produces at least 12.50 metric tons per hour of bleached pulp that meets the requirements listed below for a time period greater than one hundred twenty (120) hours. All requirements listed below are as measured by TAPPI standard tests:

- Brightness of the pulp >88 ISO
- Moisture of the bale is < 9%
- Dirt content of the pulp < 3 ppm
- Pulp pH 68
- Pulp Viscosity (mPa.s) > 11
- Weight of bales 440 pounds or 200 kg
- Pulp bale dimensions ~ 88cm x 48cm x 60cm
- Kraft wrapped bales

In its performance of the Major Vendor Services relating to managing and overseeing commissioning and Performance Testing, Major Vendor shall provide technical advisory services and forces and labor and all tools and equipment. Owner shall provide to Major Vendor a minimum of ten (10) qualified and competent operating and maintenance personnel sufficient to commission and test the Project under the supervision of Major Vendor and Contractor. Until Handover of the Project, such personnel shall be under the direction and control of and supervised by Major Vendor and Contractor. Major Vendor and Contractor shall prepare for Owner's review a Project commissioning plan regarding the utilization of Owner's operation and maintenance personnel and Major Vendor's and Contractor's personnel during commissioning and for the conduct of Performance Testing. Such plan shall be mutually agreed-upon by the Parties and the Major Vendor, each acting reasonably, no later than forty-five (45) days after Owner's receipt of Major Vendor's and Contractor's proposed plan. Owner shall remain responsible for all costs associated with Owner's operation and maintenance personnel, including salaries, travel and expenses, involved in supporting Performance Testing, as well as the cost of feedstock, chemicals and utility service as requested by Major Vendor and Contractor for performance of Performance Testing.

Major Vendor shall give Owner not less than ninety (90) days' prior written notice of its intention to commence the Performance Testing, and, on the sixtieth (60th) day and thirtieth (30th) day immediately prior to Major Vendor's intention to commence such testing activities, Major Vendor shall provide written notices to Owner. The Parties shall, no later than ninety (90) days after Owner's issuance of the Notice to Proceed, mutually agree upon final test procedures for the conduct of the Performance Testing. Major Vendor shall provide all labor, equipment, supplies, and all other items necessary for the conduct of the Performance Testing that Owner is not required to provide.

Owner is responsible for the raw materials, chemicals, operational staffing (trained by Major Vendor), utilities and permits to operate the facilities to perform Performance Testing, with the numbers, quantities and the schedule for delivery of all such items provided by Major Vendor and Contractor to Owner on a timely basis (but in any event not less than sixty (60) days) to permit Owner to procure all such items. Contractor and Major Vendor shall provide to Owner advance notice not less than sixty (60) days prior to the commencement of the Performance Testing of the quantities of raw materials, chemical and utilities required for the conduct of the test, as well as the number and qualification of operational staffing who will support conduct of the Performance Testing under the management and supervision of Major Vendor and Contractor. Until the Handover Date, such operating personnel of Owner shall be under the direction and control of and supervised by Major Vendor and Contractor. Contractor shall provide construction equipment, forces and labor as necessary for the conduct of the Performance Testing.

Major Vendor and Contractor shall analyze the data obtained during all Performance Testing, and ensure that such data reflects the performance standards required hereunder. A complete copy of all raw performance data and a detailed listing of all testing instrumentation utilized shall be provided to Owner at the completion of testing. Upon achieving all requirements under this Agreement for Handover, Major Vendor and Contractor shall certify to Owner that all of the requirements for Handover have been satisfied and fulfilled, and shall provide with such certificate a report and analysis of the Performance Testing results to Owner. At a minimum, the Performance Testing report shall include (i) the raw data, (ii) the instrumentation utilized for the Performance Testing, (iii) the procedures utilized during the Performance Testing, (iv) calculations and information specified in the Performance Testing procedures, and (v) any other reasonable supporting information used to demonstrate that the Project has met the Performance Testing requirements.

Major Vendor shall deliver the Major Equipment to Owner and perform the Major Vendor in accordance with the Baseline Schedule in order that Handover shall be achieved no later than twenty-six (26) months after Owner's issue of the Notice to Proceed. At Financial Closing, Major Vendor shall execute and deliver to Owner the Letter of Credit and claims based policy of errors and omissions insurance specified in Exhibit N to secure and fund the satisfaction, performance and completion of the Major Vendor Services to support achievement of Handover of the Project by the Guaranteed Handover Date and to compensate Owner for delay in achievement of Handover by paying delay liquidated damages in the amount of \$50,000 for each day of delay in achievement of Handover after the Guaranteed Handover Date. To the extent that the breach, non-performance, delay, negligence, and/or willful misconduct Major Vendor and Contractor causes a delay in achievement of Handover of the Project after the Guaranteed Handover Date, they shall be jointly liable to Owner for the daily liquidated damages for delay arising out of, caused by or resulting from delay in the achievement of Handover and operational hand over of the Project. The Parties



acknowledge and agree that the damage, loss and harm to Owner caused by and resulting from a delay by Major Vendor and/or Contractor in the performance of their respective work and services such that Handover does not occur by the Guaranteed Handover Date would be substantial and difficult to ascertain and calculate with precision and accuracy, and that the Parties acknowledge and agree that the liquidated damages for delay specified in this Agreement are reasonable compensation to Owner for the damages, loss and harm that would be sustained and incurred by Owner as a result of such delay in accomplishment of Handover of the Project.

EXHIBIT I-2  
WARRANTIES

**1. Major Vendor Warranty**

Major Vendor warrants that all Major Equipment and Major Vendor Services will be designed, fabricated, manufactured, provided and performed in a good and workmanlike manner, and that when completed and delivered to Owner on the Handover Date, the Project, its design and its structures, improvements, including the Major Equipment, including all technology, hardware, software, systems, elements and components forming part thereof, shall (i) be free from defects in design, workmanship and material, (ii) be free from defects caused by errors or omission in design and/or engineering, (iii) comply in all respects with the requirements of all applicable Laws, rules, regulations, Permits, approvals, consents and governmental authorizations, requirements of policies of insurance and good industry practice, and (iv) comply with, and be capable of safe, continuous operation in accordance with the Performance Guarantees and requirements of this Agreement, including Exhibit I-1. Major Vendor's warranty obligations exclude defects caused solely by abuse, material alterations of the Project not made or reasonably not approved by Major Vendor and/or Contractor and the failure of Owner after the Handover Date to maintain the Project in accordance with the operation and maintenance manuals furnished by Major Vendor and Contractor to Owner for operation of the Project after the Handover Date. During the two-year Warranty Period, Major Vendor shall perform all Major Vendor Services and furnish all Major Equipment, parts, components and items necessary to perform warranty work at the cost of Major Vendor and enforce third-party warranties. Nothing in this warranty is intended to limit or deprive Owner of the benefit of any manufacturer's warranty which provides Owner with greater warranty rights than are provided by Major Vendor or Contractor. Upon the request by Owner, Major Vendor shall execute and deliver to Owner at no cost or expense an assignment of all Subcontractor, vendor and supplier warranties related to the Major Equipment or Major Vendor Services.

**2. Correction of Defects**

Major Vendor shall, within ten (10) days of receipt of written notice from Owner of a warranty claim made prior to expiration of the Warranty Period, promptly take all necessary and meaningful steps to re-perform and correct the Major Equipment or Major Vendor Services that breaches this warranty, all at the cost and expense of Major Vendor. Such re-performance shall minimize to the extent possible any interference with or interruption of the access to or operation and production of the Project. If Major Vendor fails to commence the performance of warranty services, including re-performance of the Major Vendor Services, within such ten (10) day period or fails to diligently continue to re-perform such corrective Major Vendor Services through to completion, Owner, in addition to any other rights and remedies under this Agreement, at law or in equity, may provide Major Vendor with written notice that Owner will commence with its own forces or cause a third party to commence and perform warranty work and correction of such Major Vendor Services. If, following such written notice, Owner performs or causes the performance of such corrective Major Vendor Services, Major Vendor shall be responsible for all costs incurred by Owner relating to Owner or a third party performing the corrective Major Vendor Services. If the nonconforming Major Equipment or Major Vendor Services or performance of corrective, warranty work or services creates an emergency requiring an immediate response, the ten (10) day periods identified

herein shall be inapplicable and Major Vendor shall immediately commence warranty work correct, remove or replace the nonconforming part of the Project.

### **3 Warranty Period Not Limitation to Owner's Rights**

The remedies set forth in this Exhibit I-2 are not the exclusive remedies available for a breach of the warranties set forth in this Exhibit I-2. Owner shall be entitled to pursue all rights and remedies available to it in law or in equity; provided, further, the remedies set forth herein do not limit any rights or remedies of Owner for any breach of any other obligation or warranty under the Agreement, including any Exhibits to the Agreement. The provisions of this Exhibit I shall not limit in any way any claims that Owner may have against any contractors, manufacturers, vendors, suppliers or other persons related to the Project, including claims against any of manufacturers, vendors, suppliers, shippers or transporters of equipment or materials incorporated into or used in construction of the Project.

### **4. Warranty Period**

Warranties described in Exhibit I-2 shall expire at the end of the Warranty Period, which is twenty-four (24) months after the Handover Date, except with regard to manufacturers' or Subcontractors' warranties which provide for a warranty period longer than twenty-four (24) months after the Handover Date. Warranties provided by manufacturers and Subcontractors shall be assigned and transferred by Major Vendor to the Owner at the Owner's election. The warranty provided by Major Vendor hereunder will not cover normal wear and tear items as identified by the original equipment manufacturers ("OEMs") where the OEM suggests or requires in documentation provided by Major Vendor to Owner for use in the operation of the Project the repair or maintenance in more frequent intervals.

### **5. Owner Warranties**

Owner represents and warrants as follows:

- a. Owner is organized, validly existing and in good standing under the laws of the State of Florida,
- b. Owner is duly qualified to do business in all jurisdictions in which it conducts business or is otherwise required to so qualify;
- c. Owner has the full power and authority to enter into and perform its obligations under this Agreement;
- d. This Agreement has been duly authorized by all necessary action on the part of Owner and has been duly executed and delivered by Owner; and
- e. Owner has entered into no other agreement or contract, and is not subject to any order, decree or ruling, which would prohibit Owner from performing its obligations under this Agreement.

**EXHIBIT J**  
**FORM OF INVOICE**

<b>SIMAGROINC</b>							6207 Greenbrier Glen Mason, OH 45040 Tax ID Number 27-2059043						
Invoice Number      SAI/2019-001 Invoice Date        April 25, 2019 State                 Ohio  Contract No.        SRF-2019-01-02 Special Markings							Transportation Mode                      Ship Vessel No.                                    89504044 Date of Shipment                          April 25, 2019 Country of Origin                          India Country of Final Destination            United States of America Port of Loading                              Port of Chennai, India Port of Discharge                          Port of Miami, Florida, USA Bill of Lading No                          KN-23456789						
<b>Details of Receiver/Billed to</b>							<b>Details of Consignee/Shipped to</b>						
Name    Southeast Renewable Fuels, LLC Address                                        5424 E. Leitner Drive Coral Springs, FL 33067 Attention: Aaron Pepper  Tax ID State    Florida    State Code    FL							Name    Southeast Renewable Fuels, LLC Address                                        18400 County Road 835 Hendry County Clewiston, Florida 33440  State    Florida    State Code    FL						
Sr. No	Name of the Product/Service	HSN ACS	UOM	Qty	Rate	Amount	Less Advance	Taxable Value	Retainage		Sales Tax		Payable Amount
									Rate	Amount	Rate	Amount	
1	Manufacturing and Supply of Pin Feeder Drg No.SRP/SR/99 Part No 1	8441-8000	No.	1		\$25,000	\$7,500	\$25,000	5%	\$1,250	0%	\$ -	\$16,250
2	Manufacturing and Supply of Depither Drg No.SRP/SR/99 Part No 1	8441-8000	No.	1		\$100,00	\$30,000	\$100,00	5%	\$5,000	0%	\$ -	\$65,000
Total				2		\$125,000	\$37,500	\$125,000		\$6,250			\$81,250
Total Invoice Amount in Words: USD Eighty One Thousand and Two Hundred and Fifty							Total Amount					\$125,000	
							Subcontract Advance					\$(37,500)	
Terms and Conditions							Subcontract Retainage					\$(6,250)	
Invoice to be paid in the following manner:													
50% on submission of invoice and bill of lading,							\$40,625						
25% after 30 days of the date of shipment on Bill of Lading							\$20,313					Total Amount	
25% up on receipt of goods at Project site or 60 days from shipment date, whichever is earlier							\$20,313					\$81,250	
Bank Account Number    XXXXXXXXXXXX							Certified that the Particulars given above are true and correct  For Sim Agro Inc.  Authorized Signatory						
Name of Bank    Fifth Third Bank													
Routing Number    42000314													

*KR*

EXHIBIT K-1

[FORM OF PARTIAL LIEN WAIVER AND RELEASE]

MAJOR VENDOR CERTIFICATE FOR PARTIAL WAIVER OF LIENS

This MAJOR VENDOR'S PARTIAL LIEN WAIVER AND RELEASE ("Major Vendor's Partial Lien Waiver and Release") is made by Sim Agro, Inc. ("Major Vendor"), on behalf of itself, its successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of [AMOUNT OF PARTIAL PAYMENT REQUEST] DOLLARS (\$[\_\_\_\_]) (the "Progress Payment") and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, as full payment on account of all labor, services, materials, work, equipment and other items performed or furnished through the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Release Date"), for Southeast Renewable Fuels, LLC, a Florida limited liability company ("Owner"), in connection with the design, engineering, equipping, installation and construction of a fully integrated non-woody biomass-to-pulp renewable fiber conversion facility and related associated improvements, facilities, elements, systems and subsystems, being constructed in Hendry County, Florida (such facility, together with the real property on which such facility is located, the "Project"), pursuant to that certain Major Equipment Supply Agreement, dated as of [\_\_\_\_], 20\_\_\_\_, between Owner and Major Vendor, as the same may be amended, modified and supplemented from time to time (the "Agreement").

Solely with respect to the labor, services, work, equipment, materials, supplies and other items performed and/or furnished by Major Vendor forming part of, incorporated into or relating to the Project (collectively, the "Equipment and Services") on or prior to the Release Date, Major Vendor does hereby unconditionally and irrevocably waive, release, remise, relinquish and quit-claim (collectively, the "Release") all actions, claims, demands, liens, lien rights and claims of lien, of any kind whatsoever (collectively, "Claims"), which Major Vendor ever had or now has, known or unknown, against the Project or against Owner, its parents, subsidiaries and affiliates, at all tiers, and its and their lenders, investors, insurers, sureties, employees, officers, directors, representatives, shareholders, agents, and all parties acting for or on behalf of any of them (collectively, the "Released Entities"), including, without limitation, all claims related to, in connection with, or arising out of, all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like, which have occurred or may be claimed to have occurred. The foregoing Release shall only be effective with respect to Claims arising in connection with the portion of the Equipment and Services furnished and performed by Major Vendor prior to the Release Date.

The Major Vendor warrants and represents, solely with respect to all Equipment and Services completed through the Release Date, that (a) the Major Vendor has not assigned, exchanged, transferred, granted an interest in or pledged any rights or claims in any amount due or to become due from Owner in connection with the Project; (b) payment has been or will be made to all employees, subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, for all labor, services, work, equipment, materials, supplies and other items performed and/or furnished by, for the benefit of or through the Major Vendor for the Project, including all payroll taxes and contributions required to be made; (c) no claims from subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, against the Released Entities have been submitted to or received by Major Vendor with respect to the Project or remain unsatisfied as of the date hereof;

(d) no mechanics', materialmen's or other liens arising out or relating to all or any portion of the Equipment and Services or the Project have been filed, recorded or asserted with respect to the Project that have not been discharged or for which a bond has not been posted in accordance with the Agreement and applicable laws; and (e) payment of all amounts due has been made to all employees, subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, and all other persons and entities, for all labor, services, equipment, materials and equipment furnished by or through Major Vendor for the Project, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid or reimbursed and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing work or services for the Project.

Solely with respect to all Equipment and Services relating to or for the Project furnished, performed and completed through the Release Date, the Major Vendor agrees to defend, indemnify and hold the Released Entities harmless from and against any and all actions, proceedings, demands, claims, causes of action, losses, damages, costs, expenses, and fees of whatever kind, including, without limitation, reasonable attorneys' fees and costs in investigation, arbitration and at the pre-trial, trial and appellate levels, which the Released Entities may suffer by reason of (a) any claim or demand made against the Project or any of the Released Entities relating to Equipment and Services furnished or performed by, through or for the benefit of the Major Vendor in connection with the Project, or (b) any breach of any representation or warranty made by the Major Vendor to Owner in connection with the Project, including the representations and warranties included herein, any false statement made in this Major Vendor's Partial Lien Waiver and Release or any misrepresentation or omission made to Owner by the Major Vendor.

The Major Vendor acknowledges and agrees that (a) Owner is relying upon the affirmations, representations and warranties made herein as a material inducement for Owner to requisition, request, authorize, approve and/or make the Progress Payment to the Major Vendor; (b) this Major Vendor's Partial Lien Waiver and Release is freely and voluntarily given by the Major Vendor, and the Major Vendor has had the advice of counsel and other advisors of its choice in connection herewith and is fully informed as to the legal effects and consequences of this Major Vendor's Partial Lien Waiver and Release, and the Major Vendor has voluntarily accepted and agreed to be bound by the terms herein for the consideration recited above; and (c) the tendering of the Progress Payment by Owner and the receipt of the Progress Payment and the execution of this Major Vendor's Partial Lien Waiver and Release by the Major Vendor shall not, in any manner whatsoever, release or discharge the Major Vendor from (i) its continuing obligations with respect to the completion of Equipment and Services or any other work at or relating to the Project that remains incomplete, including warranty work or guaranty work, or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of the Major Vendor with respect to the Released Entities in connection with the Equipment and Services or the Project; or (iii) any other obligations or covenants of the Major Vendor with respect to Released Entities in connection with the Project.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, the Major Vendor has executed or caused to be executed these presents as of the \_\_\_ day of , 20\_\_.

Sim Agro, Inc.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [insert name of individual], as \_\_\_\_\_ [insert title] of Sim Agro, Inc., on behalf of the company. He/she (\_\_\_) is personally known to me or (\_\_\_) produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public:

My commission expires:

[FORM OF PARTIAL LIEN WAIVER AND RELEASE]

SUBCONTRACTOR CERTIFICATE FOR PARTIAL WAIVER OF LIENS

This SUBCONTRACTOR'S PARTIAL LIEN WAIVER AND RELEASE ("Subcontractor's Partial Lien Waiver and Release") is made by *[SUBCONTRACTOR]* ("Releasor"), subcontractor to Sim Agro, Inc. ("Major Vendor"), on behalf of Releasor, its successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, as full payment on account of all labor, services, materials, work, equipment and other items performed or furnished through the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Release Date"), relating to or in connection with the design, engineering, equipping, installation and construction of a fully integrated non-woody biomass-to-pulp renewable fiber conversion facility and related associated improvements, facilities, elements, systems and subsystems, being constructed in Hendry County, Florida (such facility, together with the real property on which such facility is located, the "Project"), by Major Vendor for and on behalf of Southeast Renewable Fuels, LLC (the "Owner").

Solely with respect to the labor, services, work, equipment, materials, supplies and other items performed and/or furnished by Releasor forming part of, incorporated into or relating to the Project (collectively, the "Equipment and Services") on or prior to the Release Date, Releasor does hereby unconditionally and irrevocably waive, release, remise, relinquish and quit-claim (collectively, the "Release") all actions, claims, demands, liens, lien rights and claims of lien, of any kind whatsoever (collectively, "Claims"), which Releasor ever had or now has, known or unknown, against the Project, Owner or Major Vendor, their respective parents, subsidiaries and affiliates, at all tiers, and their respective lenders, investors, insurers, sureties, employees, officers, directors, representatives, shareholders, agents, and all parties acting for or on behalf of any of them (collectively, the "Released Entities"), including, without limitation, all claims related to, in connection with, or arising out of, all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like, which have occurred or may be claimed to have occurred. The foregoing Release shall only be effective with respect to Claims arising in connection with the portion of the Equipment and Services furnished and performed by Releasor prior to the Release Date.

Releasor warrants and represents, solely with respect to all Equipment and Services completed through the Release Date, that (a) Releasor has not assigned, exchanged, transferred, granted an interest in or pledged any rights or claims in any amount due or to become due from Major Vendor in connection with the Project; (b) payment has been or will be made to all of its employees, subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, for all labor, services, work, equipment, materials, supplies and other items performed and/or furnished by, for the benefit of or through Releasor relating to or in connection with the Project, including all payroll taxes and contributions required to be made; (c) no claims from any of its subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, against the Released Entities have been submitted to or received by Releasor with respect to or in connection with the Equipment and Services or the Project or remain unsatisfied as of the date hereof; (d) no mechanics', materialmen's or other liens arising out or relating to all or any portion of the Equipment and Services or the Project have been filed, recorded or asserted with respect to the Project that have not been discharged; and (e) payment of all amounts due has been made to all employees,



subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, and all other persons and entities, for all labor, services, equipment, materials and equipment furnished by or through Releasor for the Project, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid or reimbursed and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing work or services for the Project.

Solely with respect to all Equipment and Services relating to or for the Project furnished, performed and completed through the Release Date, Releasor agrees to defend, indemnify and hold the Released Entities harmless from and against any and all actions, proceedings, demands, claims, causes of action, losses, damages, costs, expenses, and fees of whatever kind, including, without limitation, reasonable attorneys' fees and costs in investigation, arbitration and at the pre-trial, trial and appellate levels, which the Released Entities may suffer by reason of (a) any claim or demand made against the Major Vendor, the Project or any of the Released Entities relating to Equipment and Services furnished or performed by, through or for the benefit of Releasor in connection with the Project, or (b) any breach of any representation or warranty made by Releasor to Major Vendor, Owner or any Released Parties in connection with the Project, including the representations and warranties included herein, any false statement made in this or any other Subcontractor's Partial Lien Waiver and Release executed by Releasor relating to the Project or any misrepresentation or omission made to Owner or any Released Parties by Releasor.

Releasor acknowledges and agrees that (a) Major Vendor and Owner are relying upon the affirmations, representations and warranties made herein as a material inducement for Owner to requisition, request, authorize, approve and/or make the Progress Payment to the Major Vendor and for Major Vendor to make payments to Releasor; (b) this Subcontractor's Partial Lien Waiver and Release is freely and voluntarily given by the Major Vendor, and the Major Vendor has had the advice of counsel and other advisors of its choice in connection herewith and is fully informed as to the legal effects and consequences of this Subcontractor's Partial Lien Waiver and Release, and Releasor has voluntarily accepted and agreed to be bound by the terms herein for the consideration recited above; and (c) the tendering of payment by Owner to Major Vendor and the receipt of the payment by Releasor made by or form Major Vendor and the execution of this Subcontractor's Partial Lien Waiver and Release by Releasor shall not, in any manner whatsoever, release or discharge the Releasor from (i) its continuing obligations with respect to the completion of Equipment and Services or any other work at or relating to the Project that remains incomplete, including warranty work or guaranty work, or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of Releasor with respect to the Released Entities in connection with the Equipment and Services or the Project; or (iii) any other obligations or covenants of Releasor with respect to Major Vendor or the Released Entities in connection with the Project.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, the Releasor has executed or caused to be executed these presents as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

[SUBCONTRACTOR]

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [insert name of individual], as \_\_\_\_\_ [insert title] of \_\_\_\_\_ [Insert Subcontractor], on behalf of the company. He/she (\_\_\_\_) is personally known to me or (\_\_\_\_) produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public:  
Commission Expires: \_\_\_\_\_

EXHIBIT K-2

[FORM OF FINAL LIEN WAIVER AND RELEASE]

MAJOR VENDOR CERTIFICATE FOR FINAL WAIVER OF LIENS

This MAJOR VENDOR'S FINAL LIEN WAIVER AND RELEASE ("Major Vendor's Final Lien Waiver and Release") is made by Sim Agro, Inc. ("Major Vendor"), on behalf of itself, its successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of [AMOUNT OF FINAL PAYMENT REQUEST] DOLLARS (\$[\_\_\_\_]) (the "Final Payment") and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, as full and final payment on account of all labor, services, materials, work, equipment and other items performed or furnished for Southeast Renewable Fuels, LLC, a Florida limited liability company ("Owner"), arising out of, relating to or in connection with the design, engineering, equipping, installation and construction of a fully integrated non-woody biomass-to-pulp renewable fiber conversion facility and related associated improvements, facilities, elements, systems and subsystems, constructed in Hendry County, Florida (such facility, together with the real property on which such facility is located, the "Project"), pursuant to that certain Major Equipment Supply Agreement, dated as of [\_\_\_\_], 20\_\_\_\_, between Owner and Major Vendor (as amended, modified and supplemented the "Agreement").

With respect to all labor, services, work, equipment, materials, supplies and other items performed and/or furnished by Major Vendor forming part of, incorporated into or relating to the Project (collectively, the "Equipment and Services"), Major Vendor does hereby unconditionally and irrevocably waive, release, remise, relinquish and quit-claim (collectively, the "Release") all actions, claims, demands, liens, lien rights and claims of lien, of any kind whatsoever (collectively, "Claims"), which Major Vendor ever had, now has or may in the future have, known or unknown, against the Project or against Owner, its parents, subsidiaries and affiliates, at all tiers, and its and their lenders, investors, insurers, sureties, employees, officers, directors, representatives, shareholders, agents, and all parties acting for or on behalf of any of them relating to or arising out of the Project (collectively, the "Released Entities"), including, without limitation, all claims arising out of, related to, or in connection with any and all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like, which have occurred or may be claimed to have occurred.

Major Vendor warrants and represents that (a) Major Vendor has not assigned, exchanged, transferred, granted an interest in or pledged any rights or claims in any amount due or to become due from Owner arising out of, relating to or in connection with the Project; (b) payment has been or will be made to all employees, subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, for all labor, services, work, equipment, materials, supplies and other items performed and/or furnished by, for the benefit of or through Major Vendor for the Project, including all payroll taxes and contributions required to be made; (c) no claims from subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, against the Released Entities have been submitted to or received by Major Vendor with respect to the Project or remain unsatisfied as of the date hereof; (d) no mechanics', materialmen's or other liens arising out or relating to all or any portion of the Equipment and Services or the Project have been filed, recorded or asserted with respect to the Project that have not been discharged or for which a bond has not

been posted in accordance with the Agreement and applicable laws; (e) payment of all amounts due has been made to all employees, subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, and all other persons and entities, for all labor, services, equipment, materials and equipment furnished by or through Major Vendor for the Project, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid or reimbursed and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing work or services for the Project; and (f) all contracts with subcontractors, vendors, suppliers, manufacturers and consultants employed, used or engaged by Contractor relating to or in connection with the Project have been completed or have been terminated.

Major Vendor agrees to defend, indemnify and hold the Released Entities harmless from and against any and all actions, proceedings, demands, claims, causes of action, losses, damages, costs, expenses, and fees of whatever kind, including, without limitation, reasonable attorneys' fees and costs in investigation, arbitration and at the pre-trial, trial and appellate levels, which the Released Entities may suffer by reason of (a) any claim or demand made against the Project or any of the Released Entities relating to Equipment and Services furnished or performed by, through or for the benefit of Major Vendor arising out of, relating to or in connection with the Project, or (b) any breach of any representation or warranty made by Major Vendor to Owner arising out of or relating to the Project, including the representations and warranties included herein, any false statement made in this Major Vendor's Final Lien Waiver and Release or any misrepresentation or omission made to Owner by Major Vendor.

Major Vendor acknowledges and agrees that (a) Owner is relying upon the affirmations, representations and warranties made herein as a material inducement for Owner to requisition, request, authorize, approve and/or make the final payment to Major Vendor; (b) this Major Vendor's Final Lien Waiver and Release is freely and voluntarily given by Major Vendor, and Major Vendor has had the advice of counsel and other advisors of its choice in connection herewith and is fully informed as to the legal effects and consequences of this Major Vendor's Final Lien Waiver and Release, and Major Vendor has voluntarily accepted and agreed to be bound by the terms herein for the consideration recited above; and (c) the tendering of the final payment by Owner and the receipt of the final payment and the execution of this Major Vendor's Final Lien Waiver and Release by Major Vendor shall not, in any manner whatsoever, release or discharge Major Vendor from (i) its continuing obligations with respect to the completion of Equipment and Services or any other work at or relating to the Project that remains incomplete, including warranty work or guaranty work, or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of Major Vendor with respect to the Released Entities arising out of, relating to or in connection with the Equipment and Services or the Project; or (iii) any other obligations or covenants of Major Vendor with respect to Released Entities arising out of, relating to or in connection with the Project.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, Major Vendor has executed or caused to be executed these presents as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Sim Agro, Inc.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [insert name of individual], as \_\_\_\_\_ [insert title] of Sim Agro, Inc., on behalf of the company. He/she (\_\_\_\_) is personally known to me or (\_\_\_\_) produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public:

My commission expires:

[FORM OF FINAL LIEN WAIVER AND RELEASE]

SUBCONTRACTOR'S CERTIFICATE FOR FINAL WAIVER OF LIENS

This SUBCONTRACTOR'S FINAL LIEN WAIVER AND RELEASE ("Subcontractor's Final Lien Waiver and Release") is made by [SUBCONTRACTOR ("Releasor"), on behalf of itself, its successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of TEN DOLLARS (\$10.00) (the "Final Payment") and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, as full and final payment on account of all labor, services, materials, work, equipment and other items performed or furnished by Releasor for Sim Agro, Inc. ("Major Vendor"), arising out of, relating to or in connection with the design, engineering, equipping, installation and construction of a fully integrated non-woody biomass-to-pulp renewable fiber conversion facility and related associated improvements, facilities, elements, systems and subsystems, constructed in Hendry County, Florida (such facility, together with the real property on which such facility is located, the "Project"), pursuant to that certain Major Equipment Supply Agreement, dated as of [\_\_\_\_\_], 20\_\_\_\_, between Southeast Renewable Fuels, LLC, a Florida limited liability company ("Owner") and Major Vendor (as amended, modified and supplemented the "Agreement").

With respect to all labor, services, work, equipment, materials, supplies and other items performed and/or furnished by Releasor forming part of, incorporated into or relating to the Project (collectively, the "Equipment and Services"), Releasor does hereby unconditionally and irrevocably waive, release, remise, relinquish and quit-claim (collectively, the "Release") all actions, claims, demands, liens, lien rights and claims of lien, of any kind whatsoever (collectively, "Claims"), which Releasor ever had, now has or may in the future have, known or unknown, against the Major Vendor, the Project or against Owner, their respective parents, subsidiaries and affiliates, at all tiers, and their respective lenders, investors, insurers, sureties, employees, officers, directors, representatives, shareholders, agents, and all parties acting for or on behalf of any of them relating to or arising out of the Project (collectively, the "Released Entities"), including, without limitation, all claims arising out of, related to, or in connection with any and all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like, which have occurred or may be claimed to have occurred.

Releasor warrants and represents that (a) Releasor has not assigned, exchanged, transferred, granted an interest in or pledged any rights or claims in any amount due or to become due from Major Vendor arising out of, relating to or in connection with the Project; (b) payment has been or will be made to all employees, subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, for all labor, services, work, equipment, materials, supplies and other items performed and/or furnished by, for the benefit of or through Releasor for the Project, including all payroll taxes and contributions required to be made; (c) no claims from subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, against the Released Entities have been submitted to or received by Releasor with respect to the Project or remain unsatisfied as of the date hereof; (d) no mechanics', materialmen's or other liens arising out or relating to all or any portion of the Equipment and Services or the Project have been filed, recorded or asserted with respect to the Project, the Major Vendor or the Owner; (e) payment of all amounts due has been made to all employees, subcontractors, laborers, vendors, suppliers, distributors, manufacturers, consultants and other persons and entities, at all tiers, and all other persons and entities, for all labor, services,

equipment, materials and equipment furnished by or through Releasor for the Project, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid or reimbursed and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing work or services for the Project; and (f) all contracts with subcontractors, vendors, suppliers, manufacturers and consultants employed, used or engaged by Releasor relating to or in connection with the Project have been completed or have been terminated.

Releasor agrees to defend, indemnify and hold the Released Entities harmless from and against any and all actions, proceedings, demands, claims, causes of action, losses, damages, costs, expenses, and fees of whatever kind, including, without limitation, reasonable attorneys' fees and costs in investigation, arbitration and at the pre-trial, trial and appellate levels, which the Released Entities may suffer by reason of (a) any claim or demand made against the Project or any of the Released Entities relating to Equipment and Services furnished or performed by, through or for the benefit of Releasor arising out of, relating to or in connection with the Project, or (b) any breach of any representation or warranty made by Releasor to Major Vendor, Owner or Released Entities arising out of or relating to the Project, including the representations and warranties included herein, any false statement made in this Subcontractor's Final Lien Waiver and Release or any misrepresentation or omission made to Major Vendor, Owner or the Released Entities by Major Releasor.

Major Vendor acknowledges and agrees that (a) Owner is relying upon the affirmations, representations and warranties made herein as a material inducement for Owner to requisition, request, authorize, approve and/or make the final payment to Major Vendor relating to the Project and for Major Vendor to requisition and make final payment to Releasor in relating to the Equipment and Services and the Project; (b) this Subcontractor's Final Lien Waiver and Release is freely and voluntarily given by Releasor, and Releasor has had the advice of counsel and other advisors of its choice in connection herewith and is fully informed as to the legal effects and consequences of this Subcontractor's Final Lien Waiver and Release, and Releasor has voluntarily accepted and agreed to be bound by the terms herein for the consideration recited above; and (c) the tendering of the final payment by Major Vendor to Releasor and the receipt of the final payment and the execution of this Subcontractor's Final Lien Waiver and Release by Releasor shall not, in any manner whatsoever, release or discharge Releasor from (i) its continuing obligations with respect to the completion of Equipment and Services or any other work at or relating to the Project that remains incomplete, including warranty work or guaranty work, or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of Releasor with respect to Major Vendor, Owner and the Released Entities arising out of, relating to or in connection with the Equipment and Services or the Project; or (iii) any other obligations or covenants of Releasor with respect to Major Vendor, Owner or the Released Entities arising out of, relating to or in connection with the Equipment and Services and the Project.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, Releasor has executed or caused to be executed these presents as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

[SUBCONTRACTOR]

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [insert name of individual], as \_\_\_\_\_ [insert title] of \_\_\_\_\_ [Insert Subcontractor], on behalf of the company. He/she (\_\_\_) is personally known to me or (\_\_\_) produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public:

Commission Expires: \_\_\_\_\_



## EXHIBIT L

### MAJOR VENDOR SERVICES DOCUMENTATION

The Major Vendor Services include all work, services, efforts, Documentation and Intellectual Property which are needed to prepare, procure and complete the design, engineering, plans, drawings, diagrams, specifications, supply, training (including training manuals for each piece of equipment supplied), transportation, insurance and delivery to the Port of Miami of Pulp Equipment and delivery of other Major Equipment to the Site, and the inspection, monitoring, supervision and review of the storage, assembly, erection, installation, construction, and connection of Pulp Equipment and other Major Equipment into the Project by Contractor and the successful completion of the commissioning, start-up and Performance Testing of the Major Equipment and the other parts of the Project. Major Vendor's services include providing technical assistance to Contractor in connection with Contractor erecting, installing, constructing and otherwise incorporating the Pulp Equipment and other Major Equipment into the Project, as well as the conduct of the commissioning, start-up and successful completion of the Performance Testing of the Project.

As part of the Major Vendor Services, Major Vendor will prepare and provide to Owner and Contractor all drawings, reports, data, studies, inspections, calculations, procedures, manuals and associated data and simulations to produce the Documentation, including as described below, as well as any other plans, drawings, specifications, diagrams, manuals, instructions, details and documents necessary for the assembly, erection, installation, construction, interconnection, incorporation, start-up, commissioning, performance testing, operation and maintenance of the Project for its intended uses, production and performance:

- High level PFDs (including identification of emission points)
- Process simulations (data and documents) using simulation (mass balance details for each process and energy balance details)
- P&IDs (comprehensive including instruments and details)
- Equipment drawings
- Equipment spec sheets
- Electrical
  - Single line drawings
  - Pump specifications
  - MCC Panel drawings
- Automation
  - List of all instruments
  - Functional requirements
  - Instrument panel drawings
- 3D Plant Model
  - Elevation and Orientation drawings for equipment and piping
  - ISO pipe drawings
- Layout finalization
- As-built drawings in electronic format
- Any and all other drawings as required

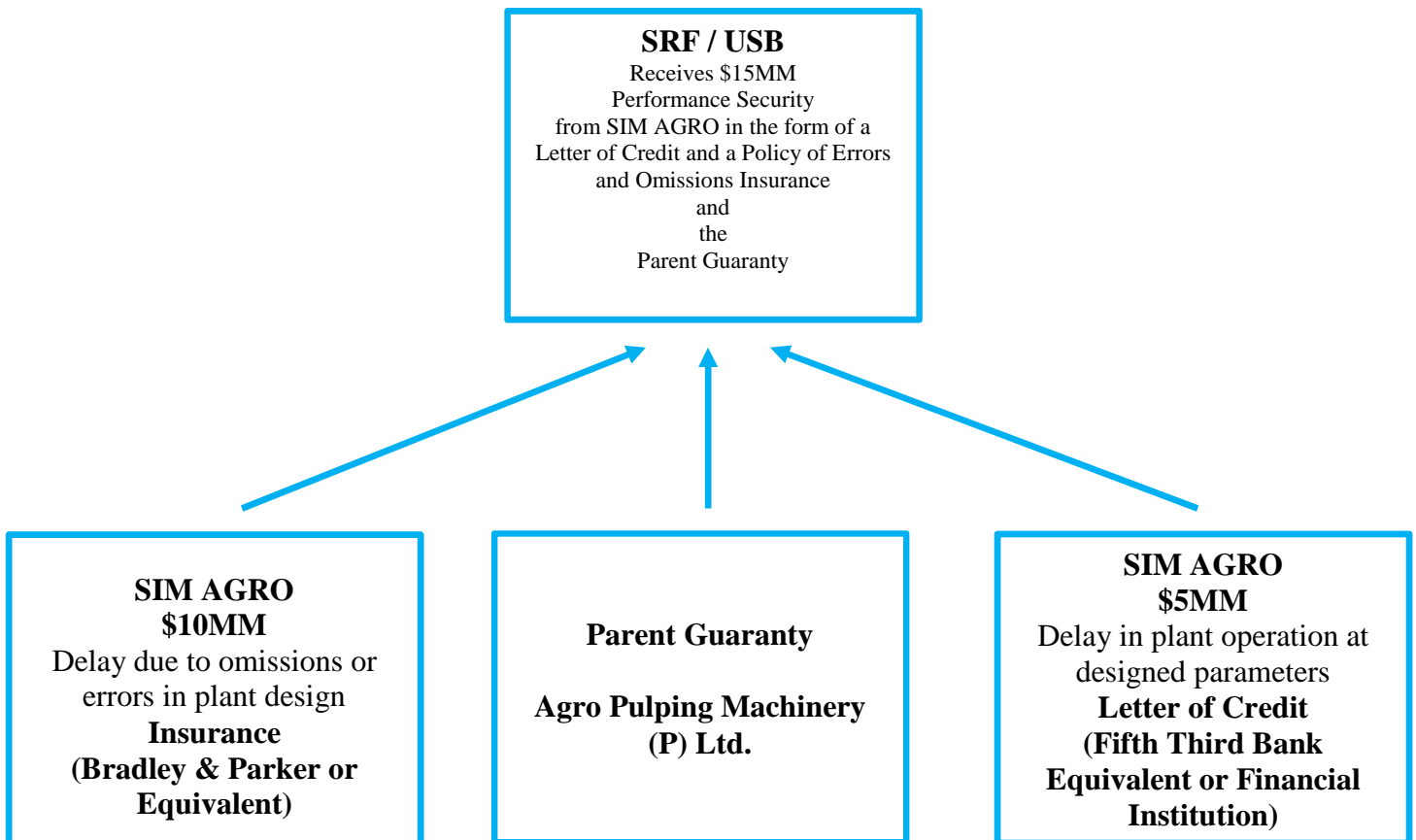
**EXHIBIT M**  
**SUBCONTRACTORS**

Screening and Bleaching System	GL&V India Pvt. Ltd., GL&V House, Plot No. 2C, S No. 162/4A-5A Off D.P. Road, Aundh, PUNE – 411 007, India
Pulp Drying and Baling System	Press Technologies 12191 W. 64 <sup>th</sup> Ave. #111D Arvada, CO 80004

EXHIBIT N  
PERFORMANCE SECURITY

*(insert copies of actual policies and LC's when available)*

Major Vendor will provide the following Letters of Credit and policies of insurance as part of the Performance Security for the performance by Major Vendor of the Major Vendor Services and payment by Major Vendor of damages, costs, expenses, and other amounts owed to Owner under this Agreement. The Performance Security may be drawn on, may be the object of a claim and enforced upon any breach, non-performance, failure, delay or default by Major Vendor in performance and completion of the Major Vendor Services. The form of the Letter of Credit and the policy of errors and omissions insurance are attached as part of this Exhibit N. The form of the Parent Guaranty is attached as Exhibit O.



**IRREVOCABLE STANDBY LETTER OF CREDIT  
NO. XXXXX-XXXXX DATED XX/XX/XXXX**

**BENEFICIARY:**

SOUTHEAST RENEWABLE FUELS, LLC (SERF)  
18400 COUNTY ROAD 835  
HENDRY COUNTY  
CLEWISTON, FL 33440

**APPLICANT:**

SIM AGRO INC (SAI)  
6207 GREENBRIER GLEN  
MASON, OH 45040

AND

U.S. BANK NATIONAL ASSOCIATION (AS BOND TRUSTEE)  
GLOBAL CORPORATE SERVICES  
550 WEST CYPRESS CREEK ROAD, SUITE 380  
FORT LAUDERDALE, FL 33309  
ATTENTION: SCOTT SCHUHLE

AMOUNT: \$5,000,000.00 (FIVE MILLION AND 00/100 UNITED STATES DOLLARS)  
DATE OF EXPIRY: DECEMBER 31, 2021  
PLACE OF EXPIRY: OUR COUNTERS

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. XXXXX-XXXXX IN FAVOR OF THE ABOVE NAMED BENEFICIARIES WHICH IS AVAILABLE WITH CIBC BANK USA, CHICAGO, ILLINOIS BY PAYMENT UPON PRESENTATION OF THE ORIGINAL OF THIS LETTER OF CREDIT AND ANY AMENDMENTS THERETO, ALONG WITH THE FOLLOWING DOCUMENT(S):

**DRAWING "A":**

+A DATED STATEMENT SIGNED BY BOTH BENEFICIARIES READING AS FOLLOWS:

"WE HEREBY DEMAND THE AMOUNT OF USD \_\_\_\_\_ UNDER CIBC BANK USA LETTER OF CREDIT NUMBER XXXXX-XXXXX AS SIM AGRO INC (SAI) HAS FAILED TO DELIVER GOODS ON TIME PER OR THAT MEET THE REQUIREMENTS OF OUR AGREEMENT. AS SUCH, WE ARE DRAWING FOR DELAY LIQUIDATED DAMAGES UNDER THE AGREEMENT."

OR

**DRAWING "B":**

+A DATED STATEMENT SIGNED BY BOTH BENEFICIARIES READING AS FOLLOWS:

"WE HEREBY DEMAND THE AMOUNT OF USD \_\_\_\_\_ UNDER CIBC BANK USA LETTER OF CREDIT NUMBER XXXXX-XXXXX AS THE AGREEMENT HAS BEEN TERMINATED BY BENEFICIARY FOR A DEFAULT BY SAI"

+A COPY OF THE NOTICE OF DEFAULT SENT BY BENEFICIARY TO SAI."

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

**DRAWING "A" ABOVE:**

- MAY NOT BE DATED PRIOR TO [\*\*INSERT DATE THAT IS 26 MONTHS FROM ISSUANCE\*\*].
- MAY NOT EXCEED \$50,000.00 (FIFTY THOUSAND AND 00/100 UNITED STATES DOLLARS) PER DAY, AS EVIDENCED BY THE DATE OF THE DEMAND STATEMENT.

## EXHIBIT O

### PARENT GUARANTY

On the Effective Date Major Vendor has delivered to Owner the Parent Guaranty executed by Major Vendor Guarantor as security for the performance by Major Vendor of the Major Vendor Services and payment by Major Vendor of damages, costs, expenses, and other amounts owed to Owner under this Agreement. The Parent Guaranty may be enforced by Owner upon any breach, non-performance, failure, delay or default by Major Vendor in performance and completion of the Major Vendor Services. Owner will release the Parent Guaranty after the Warranty Period ends and Major Vendor has satisfied and fulfilled its obligations under this Agreement. The form of the Parent Guaranty is attached as part of this Exhibit O.

## PARENT GUARANTY

This Guaranty and Indemnity Agreement (hereinafter referred to as the “*Guaranty*”) effective on this the 19 day of February, 2019, is entered into by Agro Pulping Machinery (P) Ltd, a company organized and existing under the laws of India (“*Guarantor*”), in favor of Southeast Renewable Fuels, LLC (“*Project Owner*”).

In consideration of Project Owner entering into a Major Equipment Supply Agreement between Project Owner and Guarantor’s wholly owned affiliate **Sim Agro** (“*Major Vendor*”) for the pulp mill project described therein (“*Project*”) and dated the 19 day of February, 2019 (“*Agreement*”) and other good and valuable consideration, receipt of which is acknowledged, and accepting this Guaranty in respect of such Agreement it is agreed as follows:

1. In this Guaranty, (a) unless otherwise defined herein, capitalized terms not otherwise defined in this Guaranty have the same meanings as given in the Agreement; and (b) references to the “Agreement” mean the Agreement as supplemented, amended, changed or extended from time to time.

2. Guarantor hereby covenants and agrees unconditionally and irrevocably with Project Owner, its successors and assigns that:

(a) Major Vendor shall diligently observe and comply with the provisions of and perform its obligations, duties and responsibilities and pay and discharge its liabilities, whether actual or contingent, now or hereafter arising under, relating to or in connection with the Agreement (whether arising by way of performance, payment, indemnity or otherwise) (“*Guaranteed Obligations*”).

(b) If Major Vendor fails to perform, breaches or defaults in any manner whatsoever in the due and proper performance and payment of any Guaranteed Obligations, Guarantor shall, forthwith upon written request from Project Owner so to do, secure or cause (including, as may be necessary, by contracting with a third party) the assumption and proper and diligent payment, performance, completion and discharge of those Guaranteed Obligations remaining unfulfilled.

(c) Guarantor shall pay to Project Owner on demand all monies due and owing by Major Vendor to Project Owner under the Agreement or pursuant to any claims made by Project Owner arising under, relating to or in relation to the Agreement or relating to the Project.

3. This Guaranty shall be given as a primary obligation of Guarantor and not merely as surety and accordingly Project Owner shall not be obligated before enforcing this Guaranty to: (i) take any action in court or by way of arbitration, alternative dispute resolution proceedings or otherwise against Major Vendor or any other person or entity; (ii) to take enforcement action or make any claim against or any demand on Major Vendor or exercise or exhaust any rights or remedies against Major Vendor; (iii) to enforce any collateral or security held by Project Owner in respect of the Guaranteed Obligations of Major Vendor under the Agreement; or (iv) to exercise any diligence against Major Vendor.

4. As a separate and independent obligation, Guarantor shall, on demand, indemnify and hold Project Owner harmless from and against any and all losses, damages, liabilities, costs, fines, penalties, taxes, assessments, judgments, settlements and expenses, of whatsoever nature (including, without limitation, all attorney’s fees and expenses on an indemnity basis) (“*Losses*”) suffered or incurred by Project Owner:

(a) in any way connected with: (i) any breach, default or non-performance by Major Vendor of any Guaranteed Obligation and/or (ii) any breach by Guarantor of any covenants, obligations or undertakings in this Guaranty, whether or not any such breach is caused, in whole or in part, by negligence or fault of Guarantor; and

(b) if any of Major Vendor's Guaranteed Obligations is or becomes unenforceable, invalid or illegal, the amount of Losses recoverable by Project Owner hereunder shall be equal to the amount that Project Owner would otherwise have been entitled to recover from Major Vendor, had such Guaranteed Obligations been fully enforceable.

5. This Guaranty shall be in addition to, and not in substitution for, and will not merge with, any rights or remedies that Project Owner may have against Major Vendor arising out of, related to or under the Agreement, the Project or otherwise, and Guarantor shall not be released from the obligations, covenants and undertakings hereunder by reason of any time or forbearance granted by Project Owner to Major Vendor or Guarantor. This Guaranty is a continuing guarantee and indemnity and extends to any and all of Major Vendor's Guaranteed Obligations arising out of, under or in relation to the Agreement or the Project.

6. As an inducement for Project Owner to enter into the Agreement, Guarantor makes the following representations and warranties:

(a) Guarantor represents, covenants and agrees to and with Project Owner that (a) it is a company duly organized, validly existing and in good standing under the laws of India, and it is duly qualified and in good standing in each jurisdiction where the failure to do so qualify and be in good standing would materially and adversely affect its ability to perform its obligations under this Guaranty and that it will maintain its existence and remain in good standing under the laws of if the failure to do so would have a material adverse effect on its ability to perform any of its obligations hereunder; (b) the execution and delivery of this Guaranty and its performance have been duly authorized by all necessary action on the part of Guarantor and do not require any other corporate action or proceeding or any stockholder approval or consent of any trustee or holder of any indebtedness of Guarantor; (c) this Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor, enforceable against it in accordance with its terms, subject to the application of bankruptcy and similar laws and of general equitable principles; (d) the execution, delivery and performance of the Guaranty will not (i) violate any law or governmental approval or any provision of any security issued by the Guarantor or of any agreement, instrument or undertaking to which the Guarantor is a party or by which it or any of its property is bound, and do not require any license, consent or approval of any governmental authority, (ii) violate any provision of its articles of incorporation, by-laws or other organizational or governing documents and (iii) result in the creation or imposition of any lien upon any of its properties; (e) no litigation, investigation or proceeding of or before any tribunal, court, agency, administrative body, arbitrator or governmental authority is pending or, to the undersigned's knowledge, threatened by or against the Guarantor or any of its subsidiaries or against any of such parties' properties or revenues which, if adversely determined, would be reasonably likely to have a material adverse effect on the business, operations, property or financial condition of the Guarantor or, taken as a whole, its subsidiaries; and (f) it, or its subsidiary or affiliate of which Guarantor is the ultimate parent, holds all ownership interests in Major Vendor.

7. If any payment by Major Vendor, Guarantor or any other security given by Project Owner is avoided or reduced as a result of Insolvency Event or similar event (a) the obligations and

liability of Guarantor shall continue as if the payment had not occurred, and (b) Project Owner shall be entitled to recover the value or amount of the or payment or security from Guarantor as if the payment or discharge had not occurred.

8. The liability of Guarantor hereunder shall not in any way be reduced, released, discharged, diminished or affected by:

(a) The granting of any waiver, time or indulgence to Guarantor or to Major Vendor by Project Owner;

(b) The effecting of any compromise, discharge or release whatsoever with Major Vendor by Project Owner or any other person;

(c) Suspension or termination (in whole or in part) of Major Vendor's services, work, efforts or activities under the Agreement;

(d) Any breach, default or non-performance of the Agreement by Project Owner or any other thing done or neglected to be done by Project Owner;

(e) Any lack of power, authority or legal personality or change in the constitution, governance or business organization of Major Vendor or the illegality or unenforceability of any relevant contracts or obligation;

(f) Any amendment, modification, change or variation to the scope of services, work, efforts or activities under the Agreement (including, without limitation, by way of a change order);

(g) The amendment, novation, supplement or extension of any terms or conditions of the Agreement by Project Owner;

(h) Any Insolvency Event, disability, incapacity, insolvency, administration or similar proceedings with respect to Major Vendor;

(i) Any reorganization, recapitalization, restructuring, change in ownership, merger, consolidation, change in status or like arrangement in respect of either Major Vendor or Guarantor or their affiliates;

(j) Any assignment of this Guaranty or the Agreement, or the granting or creation of any mortgage, pledge, charge, security interest or other encumbrance over or in respect of this Guaranty or the Agreement or any of Project Owner's rights, remedies, privileges or benefits under or pursuant to this Guaranty or the Agreement; or

(k) Any act, omission, matter or thing which, but for this Section 8, would reduce, release, discharge, diminish or affect any of Guarantor's obligations or liabilities under this Guaranty.

9. All payments under this Guaranty shall be made to the account specified in the relevant demand made under the Agreement and shall be made free of any withholding or deduction and Guarantor shall have no right of set-off, deduction, abatement or counterclaim.

10. Any notices or communications to be made by Guarantor or Project Owner to the other under or in connection with this Guaranty shall be in writing and made to the other at the following addresses:



Guarantor: Agro Pulping Machinery (P) Ltd  
c/o Sim Agro Inc.  
6207 Greenbrier Glen  
Mason, OH 45050  
Attention: S. Raghavan, Managing Director

With a copy to: Sim Agro Inc.  
6207 Greenbrier Glen  
Mason, OH 45050  
Attention: President

Project Owner: Southeast Renewable Fuels, LLC  
5424 E. Leitner Drive  
Coral Springs, FL 33067  
Attention: Aaron Pepper

With a copy to: Bryant Miller Olive  
201 North Franklin Street  
Suite 2700  
Tampa, Florida 33602  
Attention: Kareem Spratling, Esq.

Any notice or communication delivered or made by one person to the other under this Guaranty shall be effective:

- (a) If by way of facsimile, when received as evidenced by confirmation; or
- (b) If by way of letter, when it has been left at the relevant address.

11. Any provision of this Guaranty which is prohibited, illegal, invalid or unenforceable in any jurisdiction is ineffective as to that jurisdiction only to the extent of the prohibition, illegality, invalidity or unenforceability and will not invalidate this Guaranty or any other provision of this Guaranty so long as the material purposes of this Guaranty can be determined and effectuated.

12. Guarantor shall, promptly on demand, pay to Project Owner the amount of all costs, fees, charges and expenses incurred in connection with the enforcement or exercise of any rights under this Guaranty, including reasonable attorney's fees.

13. No failure to exercise, nor delay in exercising, any right or remedy under this Guaranty shall operate as a waiver, release or discharge, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any right or remedy.

14. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida.

15. Guarantor agrees that the sole and exclusive venue for resolution of any and all claims, demands and causes of action arising out of this Guaranty shall be in the state and federal courts in Hendry County, Florida.

16. THIS GUARANTY SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA

WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. ALL NOTICES REFERRED TO HEREIN OR SUPPLEMENTARY HERETO SHALL BE PREPARED, FURNISHED IN, AND GOVERNED AND CONTROLLED BY THE ENGLISH LANGUAGE. GUARANTOR IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN HENDRY COUNTY, FLORIDA (USA), AGREES THAT ANY ACTION, SUIT OR PROCEEDING BY OR AMONG PROJECT OWNER, MAJOR VENDOR AND GUARANTOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT IN HENDRY COUNT, FLORIDA (USA) AND WAIVES ANY OBJECTION WHICH GUARANTOR MAY NOW OR HEREAFTER HAVE REGARDING THE CHOICE OF FORUM WHETHER BASED ON PERSONAL JURISDICTION, VENUE, FORUM NON CONVENIENS OR ANY OTHER GROUND, DEFENSE, OBJECTION OR BASIS. GUARANTOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUTSIDE OF THE TERRITORIAL JURISDICTION OF SUCH COURTS BY MAILING COPIES THEREOF BY REGISTERED OR CERTIFIED UNITED STATES MAIL, POSTAGE PREPAID AND RETURN RECEIPT REQUESTED, TO THE ADDRESS DESIGNATED BY GUARANTOR FOR DELIVERY OF NOTICES HEREUNDER WITH THE SAME EFFECT AS IF GUARANTOR WERE A RESIDENT OF THE STATE OF FLORIDA AND HAD BEEN SERVED BY ANY LAWFUL MANNER IN THE STATE OF FLORIDA. NOTHING IN THIS GUARANTY SHALL AFFECT THE RIGHT OF PROJECT VENDOR TO MAKE SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. GUARANTOR FURTHER AGREES THAT FINAL JUDGMENT AGAINST IT IN ANY ACTION OR PROCEEDING TO ENFORCE THIS GUARANTY SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUSIDE THE STATE OF FLORIDA BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND THE AMOUNT OF SUCH JUDGMENT

17. This Guaranty constitutes the entire agreement of Guarantor and Project Owner with respect to the subject matter hereof and supersedes all prior agreements, negotiations and understandings, both written and oral, between Guarantor and Project Owner with respect to the subject matter hereof.

18. This Guaranty is solely for the benefit of Project Owner and its respective successors and assigns, and this Guaranty shall not otherwise be deemed to confer upon or give to any other third party any remedy, claim, reimbursement, cause of action, or other right, except as provided in Section 19.

19. This Guaranty may be assigned to other Persons only upon the prior written consent of the non-assigning Party hereto, except that Project Owner may assign this Guaranty to any of its affiliates, successors or assigns by providing notice to Guarantor. Furthermore, Project Owner may, for the purpose of providing collateral, assign, pledge and/or grant a security interest in this Guaranty to any person or entity providing financing of the Project, including any administrative agent, collateral agent or trustee, without Guarantor's consent. When duly assigned in accordance with the foregoing, this Guaranty shall be binding upon and shall inure to the benefit of the assignee; provided that any assignment by Guarantor or Project Owner pursuant to this Section 19 shall not relieve Guarantor or Project Owner (as applicable) of any of its obligations or liabilities under this Guaranty. Any assignment not in accordance with this Section 19 shall be void and without force or effect. Upon the request of Project Owner, Guarantor shall, on or before issuance

of the notice to proceed under the Agreement, enter into an acknowledgement and consent with the Lenders and financing parties.

20. Guarantor hereby acknowledges and agrees that Project Owner is entitled to the benefit of this Guaranty and the covenants, guarantees, indemnities and other promises that are given and made in it by Guarantor, without Project Owner having signed this Guaranty.


21. This Guaranty may only be amended by a written agreement that is signed by or on behalf of both Project Owner and Guarantor.

22. This Guaranty shall continue in full force and effect until all of the Guaranteed Obligations of Major Vendor under the Agreement and all obligations, liabilities, indemnities and guarantees of Guarantor under this Guaranty have been fulfilled or otherwise resolved, at which point this Guaranty shall expire of its own terms and shall be returned to Major Vendor.

IN WITNESS of which this Guaranty has been duly executed by a duly authorized representative of Guarantor and delivered on the day above written.

**GUARANTOR:**

Agro Pulping Machinery (P) Ltd

By: 

Name: Karthik Raghavan

Title: Chief Executive Officer

**Acknowledged by:**

**PROJECT OWNER:**

Southeast Renewable Fuels, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT P**  
**MAXIMUM TERMINATION PAYMENT SCHEDULE**

If the Agreement is terminated by the Owner for convenience without Major Vendor's Event of Default, then the termination payment is as follows:

		1-4 Months	5-8 Months	9-12 Months	13-16 Months	Total
1	Cost Incurred	\$12,432,493	\$21,038,831	\$18,108,868	\$5,819,808	\$57,400,000
2	Cumulative Costs	\$12,432,493	\$33,471,324	\$51,580,192	\$57,400,000	
3	LC Fees, Insurance	\$137,500				
4	Advance Received	\$17,220,000				
5	Termination Payment in case of early termination for convenience without Major Vendor's Default		\$16,251,324	\$34,360,192	\$40,180,000	
6	Invoice Amounts Estimated	\$300,000	\$12,646,869	\$20,246,427	\$24,206,703	
7	Cumulative Invoices	\$300,000	\$12,946,869	\$33,193,297	\$57,400,00	
8	Remaining Termination Payment due for early termination if the invoices have been raised and are paid in full		\$3,304,455	\$1,166,896		