

## **GROWER'S AGREEMENT**

This Grower's Agreement (this "Agreement"), made and entered into this 14th day of February, 2019, by and between Southeast Renewable Fuels, LLC, a Florida limited liability company, with principal office address of 18400 County Road 835, Clewiston, Florida 33440, hereinafter referred to as "**PROCESSOR**" (SRF Fiber Plant) and Southern Energy Farm, LLC, a Florida limited liability company, with principal office address of 1437 Saddle Lane, Moore Haven, Florida 33471, hereinafter referred to as "**PRODUCER**" (Grower).

The parties hereby agree as follows:

1) **LANDS AND CROPS.**

The **PRODUCER** hereby agrees to dedicate the production of Energy Sorghum ("CROP") for sale, supply and delivery to **PROCESSOR** of no less than 2,500 acres ("Land") located in Hendry County, Florida. As an inducement for **PROCESSOR** to enter into this Agreement with the **PRODUCER**, the **PRODUCER** represents and warrants that to the best of its knowledge it has or will have access to and sole possession, control and right of use of the Land under land leases or fee title prior to the commencement of production of the CROP. **PRODUCER** further represents and warrants that its interest in the Land is and will be free and clear of all liens, restrictions, limitations and encumbrances, and that its possession, control and use of the Land for the production of the CROP is permitted under all applicable laws, ordinances, rules, regulations, zoning and land use requirements and requirements of governmental authorities. **PRODUCER** further represents and warrants to the best of its knowledge that there are no agreements pertaining to the Land that create rights superior to or in conflict with the rights and interests of the **PRODUCER** under this Agreement.

On a yearly basis, **PROCESSOR** shall furnish to **PRODUCER**, in writing, a tentative growing and harvesting schedule for each ensuing crop year or crop cycle that is being requested by **PROCESSOR** (the "Annual Crop Amount"). This schedule will dictate the amount of crop the **PROCESSOR** is obligated to accept in the ensuing crop year or cycle.

**PRODUCER** hereby commits to **PROCESSOR** all the CROP produced on the Land, which shall yield at a minimum the amount of thirty-five (35) tons of CROP per acre of Land two (2) times in each calendar year during the Term (as defined herein), for a total of seventy (70) tons of CROP per acre of Land per calendar year, provided that **PROCESSOR** shall have no obligation to accept in any calendar year any amount of CROPS from the Land which will exceed the Annual Crop Amount by ten percent (10%) (the "Maximum Crop Amount"). The weight of CROP delivered by **PRODUCER** to

**PROCESSOR** shall be determined on the basis of scales located at the **PROCESSOR'S** mill.

**PRODUCER** shall not produce any **CROPS** on the Land for sale, supply, exchange and/or delivery to any person, entity, mill or processor except to **PROCESSOR'S** mill, an affiliate mill of **PROCESSOR** or the mill of an affiliate of **PROCESSOR** designated from time to time by **PROCESSOR**.

2) **HARVESTING AND HAULING.**

**PROCESSOR** has the right to designate the harvesting and hauling company for the **CROP**. It is understood by the parties that the price paid for harvesting and hauling will be subtracted from the total agreed upon price for the **CROP** grown and delivered to the **PROCESSOR'S** facility unless the **PRODUCER** provides these services using harvesting and hauling companies acceptable to **PROCESSOR**

All harvesting shall be performed by mechanical harvesters approved by the **PROCESSOR**. In any case in which **PRODUCER** or its contractor moves any highway haul trailers on any public road, beforehand, **PRODUCER** agrees to provide **PROCESSOR** a certificate of insurance, verifying that for each vehicle and trailer so used there is coverage for the minimum property damage liability and personal injury liability coverage as required by law. **PRODUCER** shall procure and maintain policies of insurance required by **PROCESSOR**. **PROCESSOR**, its affiliates and officers shall be shown as an additional insured on all liability policies.

Good and marketable title and risk of loss or damage to any and all **CROP** sold by **PRODUCER** hereunder shall pass to **PROCESSOR** free and clear of any charge, claim, lien, option, pledge, mortgage, security interest, right of first refusal or restriction of any kind, at the time of delivery of the **CROP** to the **PROCESSOR'S** mill.

3) **FIELD AND MILL REPRESENTATIVES.**

**PROCESSOR** shall have the right to have a field representative on the Land during **CROP** harvest for the purpose of observation and coordination with **PROCESSOR'S** mill.

4) **INDEPENDENT CONTRACTOR.**

It is agreed by the **PRODUCER** and **PROCESSOR** that **PRODUCER** shall be, at all times and in all events, an independent contractor with respect to the planting, cultivation, harvesting, loading and hauling of **CROP** and the performance of the services and activities incidental thereto hereunder, and shall in no circumstances, be,

or be construed to be, an agent, servant, or employee of **PROCESSOR**. **PRODUCER** agrees to defend, indemnify and hold **PROCESSOR** harmless for any damages, losses, liabilities, claims, demands, costs, expenses and attorney's fees that may arise out of, result from or occur by providing growing, harvesting and hauling services while acting as an independent contractor under contract to **PROCESSOR**.

Each party shall indemnify, hold harmless and defend the other party and its members, managers, employees, agents and affiliates from and against any and all losses, liabilities, costs, expenses, fines, penalties, assessments, charges and attorney's fees arising out of, resulting from or relating to claims, demands, causes of action, lawsuits, or proceedings by third party claims against the other party for bodily injury, death, property damage, damage to the environment, wages, salaries, commissions, fines, penalties, taxes, or liens caused by the negligence, willful misconduct, or fault of such indemnify party or the material breach by such indemnifying party of any of its obligations, covenants, duties or covenants contained in this Agreement.

#### 5) **CROP TONNAGE AND PAYMENT TERMS.**

Payment for **PRODUCER'S** CROPS supplied and delivered by **PRODUCER** to **PROCESSOR** in accordance with the terms hereof shall be determined by an agreed upon price per ton delivered to **PROCESSOR'S** mill if **PRODUCER** supplies the CROP from Lands directly owned or leased by **PRODUCER**. The price to be paid by **PROCESSOR** to **PRODUCER** for CROP supplied and delivered by **PRODUCER** to **PROCESSOR'S** mill hereunder (a) shall not exceed \$22.00 per ton from the commencement of the Term of this Agreement until December 31, 2023, (b) from January 1, 2024 to December 31, 2026 shall be \$22.22 per ton, and (c) from January 1, 2027 to December 31, 2029 shall be \$22.44, in each case less any costs for harvesting and hauling if **PROCESSOR** hires a third party company.

**PROCESSOR** agrees to pay the undisputed amount of all invoices to **PRODUCER** in a timely manner as per the agreed upon terms and conditions. The form of invoices shall be acceptable to **PROCESSOR**. **PROCESSOR'S** required terms are Net 30 days from the invoice date. Interest shall accrue on any amount due and owing by one party to the other party hereunder at the annual rate of interest of four percent (4%) until paid in full. **PROCESSOR** shall have the right to set off against any amount owed by **PROCESSOR** to **PRODUCER** any amount owed by **PRODUCER** to **PROCESSOR**. So that the **PRODUCER** can obtain the Land leases necessary for the supply of the CROP and development of seed for the CROP, the **PROCESSOR** agrees to pay a \$250,000 deposit to the **PRODUCER** within ten (10) business days after the closing of the **PROCESSOR'S** bond financing, provided that **PRODUCER** has delivered to **PROCESSOR** in advance of such closing copies of executed lease agreements which are acceptable to **PROCESSOR** in its reasonable discretion and which condition the

commencement of the lease term thereunder to the close of such bond financing and no other event, occurrence, condition, act, notice or circumstance. **PRODUCER'S** lease of the Land from the landlord shall be the agreements acceptable to **PROCESSOR** in its sole discretion which demonstrate the legal right and entitlement of **PRODUCER** to acquire the Land and to use such Land for the cultivation, harvest and hauling of CROP.

**6) TERM OF AGREEMENT.**

The "Term" of this Agreement shall commence upon the closing of the **PROCESSOR'S** bond financing on terms and conditions acceptable to **PROCESSOR** in its discretion, and shall apply to the 2019-2029 calendar years and expire on December 31, 2029 unless terminated earlier or extended in accordance with the terms of this Agreement. **PROCESSOR** shall have the option to extend this Agreement for an additional ten (10) year term by giving the **PRODUCER** written notice of **PROCESSOR'S** intent within twelve (12) months prior to the end of the initial Term of this Agreement, and if **PROCESSOR** exercises such right, the terms and conditions of this Agreement as of the end of the initial Term shall be applicable to the ten (10) year extension period, provided, however, that the price to be paid by **PROCESSOR** to **PRODUCER** for CROP supplied and delivered in accordance with the requirements of this Agreement during the extension period shall be \$24.68. **PROCESSOR** shall have the right to terminate this Agreement for convenience in the event that it does not close financing for the construction of the mill on terms and conditions satisfactory to **PROCESSOR** in its sole discretion.

**7) FORCE MAJURE AND OTHER CAUSES.**

Neither party shall be excused from the performance of any term, condition or covenant of this Agreement so long as performance is delayed or prevented by force majeure, which shall mean Acts of God, drought, floods, strike, labor dispute, mill damage, material or labor restrictions by any governmental authority, and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, either party is unable, wholly or in part, to prevent or overcome. The party affected by the force majeure shall notify the other party in writing of the occurrence of the force majeure along with a detailed description of the impact of the event on the ability of the affected party to perform its obligations under this Agreement and the efforts being planned and to be undertaken to overcome the impact of the force majeure and resume full performance of its obligations. The non-affected party shall have the right to terminate this Agreement by notice to the affected party if the affected party is unable to perform its obligations under this Agreement for a period greater than one hundred eighty (180) days. If this Agreement is terminated in such manner the parties shall be relieved and released from all further obligations under this Agreement.

**8) PRODUCER'S DEFAULT.**

In the event of a failure by **PRODUCER** to cure a breach, default, violation, non-compliance or non-performance by **PRODUCER** with respect to its duties and obligations hereunder within thirty (30) days after notice thereof by **PROCESSOR** to **PRODUCER**, including but without limitation, **PRODUCER'S** obligation to cultivate, produce, cut, and load **CROPS** on the Land for hauling, delivery and sale to **PROCESSOR**, or if **PRODUCER** withholds, fails or elects not to deliver to **PROCESSOR** the Annual **CROP** Amount, twice per year, or diverts, sells, exchanges, supplies or delivers **CROPS** grown on the Land to a person, entity, factory, processor, or mill other than the **PROCESSOR** or an affiliate of **PROCESSOR** for use in a mill owned, leased or operated by or for **PROCESSOR**, without **PROCESSOR'S** prior written consent, for any reason whatsoever, **PROCESSOR** shall be entitled to all its rights, recourse and remedies hereunder and at law and in equity, shall have the right, in addition to the right to terminate this Agreement and collect and receive damages, but not the obligation, to conduct all aspects of the growing operations on the Land being conducted thereon by or for **PRODUCER**, for **PRODUCER'S** cost, expense and account, including without limitation, preparation, planting, cultivation and harvesting of **CROPS** on the Land. In such event, **PROCESSOR** shall be entitled to deduct all such costs and expenses incurred and sums expended by **PROCESSOR** in its performance of such farming and operations, from the net proceeds to which **PRODUCER** is entitled for the **CROP** delivered to **PROCESSOR**. It is agreed, that under such circumstances, **PROCESSOR** or its contractor, shall have the license, right and entitlement to enter upon the Land and to conduct all such activities on the Land. **PROCESSOR** shall have right, but not the obligation, to perform the cutting, harvesting and hauling of the **CROPS** produced on the Land.

**9) ATTORNEY'S FEES AND COSTS.**

The parties hereby agree if any party brings any action whatsoever by reason of default, breach or threatened default or breach hereof by another party, the prevailing party shall be entitled to recover from the losing party(ies) all its reasonable attorney's fees, legal costs and expenses incurred arising out of or caused by such action. Further, all such fees, costs and expenses shall be included in the judgment or order and shall be entitled to the benefit of any lien securing any payment thereunder. Jurisdiction and venue for any proceeding arising out of this Agreement shall only be the Circuit Court in and for Hendry County, Florida. Notwithstanding any provisions of this Agreement to the contrary, in no event shall either party be liable to the other party under any provision of this Agreement for any lost profits, lost sales, lost tax benefits, business interruption, lost business opportunities, or consequential, incidental, punitive or exemplary damages incurred or suffered by a party.

**10) NOTICES.**

The parties hereto agree that all notices and other communications under this Agreement shall be in writing and delivered (a) in person, (b) by registered or certified mail with postage prepaid and return receipt requested, or (c) by recognized overnight courier service with charges prepaid, addressed and delivered to the receiving party, at the following address(es) or other address(es) designed in writing by it:

**TO PROCESSOR**

18400 County Road 835  
Clewiston, Florida 33440  
Attention: CEO

**TO PRODUCER:**

1437 Saddle Lane  
Moore Haven, Florida 33471  
Attention: Jason Langdale

**11) APPLICABLE LAW.**

The parties hereto hereby agree this Agreement, its terms, covenants and conditions and the duties and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the applicable laws of the State of Florida. Each party shall perform its obligations, duties, covenants and activities hereunder in accordance with all applicable laws, rules and regulations and requirements of governmental authorities.

**12) ENTIRE AGREEMENT.**

**PROCESSOR** and **PRODUCER** hereby agree this Agreement contains the entire agreement between the parties hereto relative to the rights, interests, duties and obligations of the parties hereunder concerning the CROPS and the Land and no amendments, variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by such party or an authorized officer or other duly authorized agent of such party. Waivers and forbearances must be in writing and signed by an authorized representative of the party to be bound thereby in order to be enforceable against such party. If any term or provision of this Agreement shall be adjudicated to be or rendered invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**PRODUCER** shall have no right to assign or delegate all or any part of this Agreement or its rights and obligations hereunder without the prior written consent of

the **PROCESSOR** in its discretion. **PROCESSOR** may assign this Agreement and its rights and obligations hereunder to any affiliate, to any lender, and to any person or entity acquiring or succeeding to all or substantially all of the assets of the mill or of **PROCESSOR**. This Agreement is binding the successors and permitted assigns of the parties.

This Agreement does not create, confer, grant or otherwise provide any right, claim, cause of action, benefit, power, or privilege to any person or entity not a party hereto except as expressly set forth herein. Except as expressly set forth herein, each party shall pay all costs, expenses, taxes and other amounts incurred in connection with the negotiation, execution, and performance of this Agreement and its obligations, covenants, duties and responsibilities hereunder.

Neither this Agreement nor any ambiguity or uncertainty herein will be construed against any of the parties hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been prepared by the joint efforts of the respective attorneys for, and has been reviewed by, each of the parties hereto.

Each party shall execute and deliver to the other party such further documents, instruments and assurances as may be reasonably requested by the other party to fulfill the intent of the parties hereto.

### 13) **AUTHORITY.**

**PROCESSOR** and **PRODUCER** hereby represent and warrant to one another that each has the full power and authority to execute, be bound by and perform this Agreement and that the execution, delivery and performance of this Agreement shall not be a default under any mortgages, promissory notes, loan agreements or any other agreements and obligations to which each is a party to or to which it or its properties are bound.

### 14) **CONFIDENTIALITY.**

Each party agrees that it shall, and shall cause its affiliates, agents, representatives and employees to (a) maintain in confidence any and all proprietary and confidential information concerning this Agreement and the **PROCESSOR'S** mill and business operations and (b) not use any such information for their own benefit or in competition with or otherwise to the detriment of the other party or its affiliates other than in connection with the supply of CROP by **PRODUCER** to **PROCESSOR**. It is understood that neither party shall have liability hereunder for disclosure or use of any such information that (i) is in, or, through no fault or negligence of such party, its affiliates, agents, representatives or employees, comes into, the public domain, or (ii)

was acquired by such party from other sources, provided such sources are not, to the knowledge of such party, prohibited from disclosing such information by legal, contractual or fiduciary obligation to the other party or any affiliate of such other party, or (iii) such party is legally required to disclose. In the event that such party becomes compelled by legal or administrative process to disclose any of such information, such party will provide the other party with prompt notice so that the other party may seek a protective order or other appropriate remedy or waive compliance with the non-disclosure provisions of this provision with respect to the information required to be disclosed.

**15) NO BROKERS.**

No broker or agent brought about this transaction or dealt with either party in connection herewith, and no commission or finder's fee is owed to any person in connection with this Agreement. Each party to this Agreement shall defend, indemnify and hold the other party harmless from and against any claims, demands, actions and causes of action, including, but not limited to, costs, expenses and attorneys' fees, arising out of any claim or allegation by any person that it acted on behalf of such party.

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IN WITNESS WHEREOF, the parties to this Agreement have hereunder affixed their hands on the day and year first above written.

Signed and delivered:

**PROCESSOR**

Southeast Renewable Fuels LLC, a Florida  
Limited Liability Company

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

Name: Aaron Pepper

Title: Chief Executive Officer

**PRODUCER**

Southern Energy Farm, L.L.C., a Florida  
Limited Liability Company

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

Name: Jason R. Langdale

Title: Managing Member