

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") shall be deemed effective on this _____ day of _____, 2017 ("Effective Date"), by and between the Suwannee River Water Management District ("SRWMD"), the City of Gainesville, Florida d/b/a Gainesville Regional Utilities ("GRU"), the City of Alachua, Florida ("City"), and Gainesville Renewable Energy Center, LLC ("GREC LLC"). The SRWMD, GRU, City, and GREC LLC are each referred to herein as a "Party" and collectively they are referred to herein as the "Parties."

RECITALS

A. Effective August 9, 2010, the Parties entered into a Memorandum of Understanding ("MOU") that established certain terms and conditions for promoting the use of reclaimed water at the Gainesville Renewable Energy Center ("Energy Center"). Among other things, the MOU requires GREC LLC to use its best efforts to use reclaimed water at the Energy Center. The MOU also requires GREC LLC to pay the City a reasonable usage charge for any reclaimed water the City provides to the Energy Center.

B. On September 12, 2017, GRU and GREC LLC executed an Asset Purchase Agreement that provides for GRU's purchase of various assets from GREC LLC, including the Energy Center, as well as certain permits and approvals that are needed to operate the Energy Center.

C. On November _____, 2017, GRU purchased and GREC LLC sold the Energy Center and other assets pursuant to their Asset Purchase Agreement.

D. GRU and GREC LLC now wish to assign GREC LLC's rights, duties, and obligations under the MOU to GRU. Section 17 of the MOU provides that the "MOU shall not be assigned by any party without the prior written consent of the other parties, which consent shall not be unreasonably withheld." Since GRU is willing to accept and assume all of GREC LLC's duties and obligations under the MOU from and after the Effective Date, the Parties are willing to approve the assignment of GREC LLC's duties and obligations to GRU, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties agrees with and intends to be bound by the following provisions of this Agreement:

1. The Recitals in Sections A, B, C, and D, above, are accurate and correct.
2. The Parties hereby approve the assignment of all of GREC LLC's rights, duties, and obligations arising under the MOU from and after the Effective Date to GRU, as of the Effective Date. On and after the Effective Date, GREC LLC shall have no rights, duties, or obligations under the MOU, and the City, SRWMD, and GRU shall have no recourse against GREC LLC for the performance of any duties or obligations under the MOU.
3. Except as expressly provided herein, all of the provisions in the MOU shall remain unchanged and in effect.
4. The Effective Date of this Agreement shall be the date when this Agreement has been executed by all of the Parties. GRU shall write the Effective Date in the first sentence of this Agreement after all of the Parties have executed the Agreement, and then GRU shall send a fully executed copy of the Agreement to each of the Parties.

5. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute but one agreement. Signatures to this Agreement may be delivered by facsimile or transmitted electronically (including by portable document format (“pdf”)) and shall be deemed originals for all purposes.

[Signature Page(s) Follow]

WHEREFORE, the Parties have caused this Assignment and Assumption Agreement to be duly executed and delivered as of the Effective Date first written above.

For Gainesville Regional Utilities

Approved as to Form and Legality

By: Edward Bielarski
General Manager

Keino Young
Utilities Attorney

Dated: _____

For the City of Alachua

Approved as to Form

By: Traci L. Gresham
City Manager of City of Alachua

Marian B. Rush
City Attorney, City of Alachua

Dated: _____

For the Suwannee River
Water Management District

Approved as to Form and Legality

By: Hugh Thomas
Executive Director

SWRMD General Counsel

Dated: _____

For Gainesville Renewable Energy Center, LLC

By: James S. Gordon
Chief Executive Officer

Dated: _____