

**Exhibit A-2**

**FORM OF ASSIGNMENT AND ASSUMPTION OF  
LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT, dated as of [\_\_\_\_\_], 2017 (*Lease Assignment*), by and between GAINESVILLE RENEWABLE ENERGY CENTER, LLC, a Delaware limited liability company (*Assignor*), and CITY OF GAINESVILLE, FLORIDA, a municipal corporation, d/b/a Gainesville Regional Utilities (*Assignee*).

**RECITALS**

WHEREAS, Assignor is the lessee under that certain Lease Agreement, dated as of September 28, 2009, whereby Assignor leased that certain property located in Alachua County, Florida, as further described therein, from Assignee, as amended by that certain Corrective Lease Agreement, dated as of June 21, 2011, effective as of September 28, 2009, whereby, among other things, a correction is evidenced to the legal descriptions and sketches attached as Exhibit B to the original Lease Agreement (*Lease*).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of [\_\_\_\_\_], 2017, whereby Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor (the *Purchase Agreement*).

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and assume from Assignor, all of Assignor's right, title and interest in, to and under the Lease, and all of Assignor's liabilities and obligations under the Lease.

WHEREAS, Assignor and Assignee agree that the portion of the purchase price under the Purchase Agreement allocable to the assignment of the Lease is \$[\_\_\_\_\_] (the *Allocated Consideration*).

WHEREAS, Assignor now desires to formally assign all of its right, title and interest in, to and under the Lease, and all of Assignor's liabilities and obligations under the Lease, to Assignee, and Assignee desires to accept such assignment and assume all of Assignor's liabilities and obligations under the Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

1. Assignment and Delegation. In consideration of the Allocated Consideration and other good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver to

Assignee all of Assignor's right, title and interest in, to and under the Lease, and all of Assignor's liabilities and obligations under the Lease.

2. Assumption. Assignee does hereby accept and assume all right, title and interest of Assignor, as lessee, in, to and under the Lease, and all of Assignor's liabilities and obligations under the Lease.

3. Allocated Consideration. The Parties hereby agree that the portion of the purchase price under the Purchase Agreement allocable to the assignment of the Lease is the Allocated Consideration.

4. Binding Effect. This Lease Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

5. Further Assurances. Assignor and Assignee agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Lease Assignment. Without limiting the foregoing, (i) Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to sell, assign, transfer, convey and deliver unto Assignee all of its right, title and interest in, to and under the Lease and (ii) Assignee agrees to execute, acknowledge and deliver to Assignor all such other additional instruments, notices, and other documents and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively accept and assume all of Assignor's liabilities and obligations under the Lease.

6. Exclusive Remedy. Except for breaches resulting from fraud or willful misconduct, the indemnification provisions contained in ARTICLE VII of the Purchase Agreement shall be the sole and exclusive remedy of each party hereto for (i) any breach of this Lease Assignment and (ii) otherwise with respect to this Lease Assignment or the transactions contemplated hereby.

7. No Third Party Beneficiaries. Nothing in this Lease Assignment, express or implied, is intended to or shall confer upon any other person or persons any rights, benefits or remedies of any nature whatsoever under or by reason of this Lease Assignment.

8. Governing Law. This Lease Assignment shall be governed by, and construed in accordance with, the Law of the State of Florida.

9. Consent to Jurisdiction. Assignor and Assignee agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Lease Assignment shall be brought exclusively in the Federal or State courts sitting in Miami-Dade County, Florida as the party instituting such suit, action or other legal proceeding may elect; **provided** that if Assignor requests that such suit, action or other legal proceeding be heard in the Federal courts sitting in Miami-Dade County, Florida (whether or not Assignor is the party that is instituting such suit, action or other legal proceeding), Assignee shall not object to such venue or otherwise challenge the jurisdiction of such Federal court. By

execution and delivery of this Lease Assignment, each party (for itself, its affiliates and its designees) irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom, and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. Assignor and Assignee irrevocably consent to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, first class postage prepaid to the addresses set forth in Section 9.1 of the Purchase Agreement. IN ALL CASES, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY AND ALL ACTIONS, CLAIMS AND DISPUTES IN CONNECTION WITH THIS LEASE ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. No Recourse. Assignor and Assignee acknowledge that no recourse under, upon or arising out of any obligation contained in this Lease Assignment shall be had against any affiliate, partner, member, stockholder, director, officer or employee of the other party. Each of Assignor and Assignee expressly waives and releases all rights to assert liability under or arising out of this Lease Assignment, or to satisfy any claim arising hereunder, against any such person.

11. Construction. This Lease Assignment is delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Lease Assignment, the terms of the Purchase Agreement shall prevail.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Lease Assignment on the day and year first above written.

**ASSIGNOR:**

**GAINESVILLE RENEWABLE ENERGY CENTER, LLC**

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

Name:

Title:

**ASSIGNEE:**

**CITY OF GAINESVILLE, FLORIDA,  
D/B/A GAINESVILLE REGIONAL UTILITIES**

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

Name:

Title: