

Biomass Purchase Contract

Feb 10, 2010 This Biomass Purchase Contract, effective as of Feb 10, 2010 (this "Contract"), between Abengoa Bioenergy Biomass of Kansas, LLC, a Kansas limited liability company (the "Buyer") and Metcalf Farms and JM Farm (the "Seller"). Buyer and Seller may be referred to individually as a "Party" and collectively as the "Parties".

Whereas, the Buyer intends to develop, construct and operate a biomass-to-energy production processing facility in Hugoton, Kansas (the "Facility"); and

Whereas, the Seller owns or controls acreage as specified on Exhibit A (the "Acreage") which is capable of producing Product (as described on Exhibit A); and

Whereas, Buyer and Seller wish to enter into this Contract whereby Buyer will have the right to purchase, harvest, and remove the Product grown or produced on the Acreage. Nothing in this Contract is intended to obligate Seller to plant any particular crop in any given year.

Now, therefore, in consideration of the mutual agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Article 1: Term, Termination

Section 1.1 Term. This Contract shall be effective as of the date hereof and, subject to the other provisions of this Contract, shall remain in effect for the first ten operating years of the Facility (the "Term") provided that Buyer continues to make the Reservation Payment as described in Exhibit A. The first operating year shall commence on the date specified in a written notice given by Buyer to Seller that the Facility has started commercial operation.

Section 1.2 Termination Right. If Seller does not plant Product-producing crops which may be harvested (by Buyer at Buyer's option) for two consecutive years, then Buyer may, in its sole discretion, terminate this Contract upon written notice.

Section 1.3 Automatic Termination. This Contract shall automatically terminate if Seller voluntarily (or involuntarily) files for bankruptcy protection or makes a general assignment to creditors.

Article 2: Sale of Product; Option, Notice

Section 2.1 Purchase Option. Seller hereby grants to Buyer the option to purchase all (or less than all in Buyer's sole discretion) Product grown or derived from the Acreage and harvest such Product in accordance with the harvest requirements set forth on Exhibit A. Buyer's option to purchase Product shall be exercisable by Buyer for each harvest season for each separate Product. Buyer shall give notice to Seller in accordance with Exhibit B of its decision to exercise its option for the upcoming harvest season. Such notice shall include the quantity of

Product or amount of acres of Product to be purchased by Buyer.

Section 2.2 Sale of Product. Upon exercise by Buyer of its option to purchase, Seller agrees to sell to Buyer the Product specified in such option exercise notice. Such purchase shall be on the terms and conditions set forth in this Contract (including its Exhibits).

Section 2.3 Notice and Inspection Obligations. The Parties shall comply with the written notice requirements and inspection rights set forth in Exhibit B attached hereto.

Article 3: Product Pricing; Payment

Section 3.1 Option Price. In connection with the execution of this Contract and the grant of the option right hereunder, Buyer agrees to pay to Seller the option price set forth on Exhibit A (the "Option Price").

Section 3.2 Product Price. For Product purchase by Buyer from Seller, the "Product Price" shall be as specified on Exhibit C.

Section 3.3 Payment.

(a) Not later than thirty (30) days after the completion of each Product harvest, Buyer shall deliver to Seller an initial statement setting forth with respect to such harvest an estimate of (i) all Product harvested and bundled for transport by or on behalf of Buyer from the Acreage and (ii) the related Product Price. Seller shall then sign and return the initial statement to Buyer for payment of 50% of the total estimated cost of such Product. Upon Buyer's receipt of the signed initial statement, Buyer shall have thirty (30) days to process and deliver such initial statement to the bank for payment in accordance with the terms of PPB (defined below).

(b) Not later than thirty (30) days after the all such Product has been removed from the Acreage and weighed by Buyer's destination house scales, Buyer shall deliver to Seller a final statement setting forth with respect to such harvest a calculation of (i) all Product harvested, removed and weighed by Buyer from the Acreage and (ii) the related Product Price. The final statement will take into consideration any adjustment for payments already made (a true-up). Seller shall then sign and return the final statement to Buyer for the remaining payment. Upon Buyer's receipt of the final statement, Buyer shall have thirty (30) days to process and deliver such final statement to the bank for payment in accordance with the terms of PPB (defined below).

(c) Refer to biomass payments addendum for Buyer's payment process (PPB). Seller agrees to enroll in such PPB program as and to receive all payments due hereunder pursuant to such PPB program.

(d) Seller shall be responsible for satisfaction of any amounts owed to any other person in connection with

*DM-R
JM-FRM*
Provided that this notification is given prior to December 31, 2011

the sale of the Product, including without limitation any crop-share, landlord or tenant, and any lenders to Seller.

Section 3.4 Taxes; Fees; Licenses. Seller shall be solely responsible for all tax assessment, fees or other charge now or hereafter imposed by any governmental authority in respect to the sale of the Product.

Article 4: Harvest; Transport; Title & Risk of Loss

Section 4.1 Product Harvest and Transport. Buyer shall be responsible for harvesting of Product. Harvesting shall be in accordance with the harvesting requirements set forth on Exhibit A. Buyer shall also be responsible for transport of the Product. With respect to certain nutrient loss (Nitrogen, Phosphorus, and Potassium), Buyer shall comply with Exhibit D, if Seller selects the nutrient replacement program.

Section 4.2 Storage of Product. Buyer shall have the right to field-side store the Product for at least one month unless both parties agree otherwise. Seller shall provide Buyer with necessary access for such storage at no additional cost.

Section 4.3 Title; Risk of Loss. The Parties agree that title to, and beneficial ownership and risk of loss of, Product shall pass from Seller to Buyer when the Product is harvested and packaged for transport. Until the Product is harvested and packaged for transport, Seller shall have title to, beneficial ownership and risk of loss of, the Product.

Article 5: Access, Substitution, Representations

Section 5.1 Access and Availability. Upon any exercise of Buyer's options in this Contract, Seller agrees to make the Acreage available to Seller for harvesting, baling (or other packaging method), and removal of Product. Seller agrees to comply with the additional harvesting conditions set forth on Exhibit A. Seller's obligation includes obtaining and providing to Buyer any necessary access rights to the Acreage (including for all equipment and transport equipment during the harvest), as well as consents from the Acreage owner (if necessary).

Section 5.2 Substitution. In the event Seller cannot or does not comply with its obligations under this Contract (including the right to make the Acreage available or to sell Product to Buyer), Seller has the right and obligation to locate, negotiate and arrange for a substitute site in which Buyer may harvest Product in its sole discretion. Such alternative site must be equivalent in size, distance and quality of Product. In the event Seller no longer has the right to farm any or all of the Acreage, then Seller shall: (i) be excused from performance for such portion of the Acreage which it no longer has the right to farm; (ii) not be entitled to the Option Price for such portion for any year in which the Acreage portion is not available; and (iii) immediately notify Buyer in writing of such loss.

Section 5.3 Representations and Additional Covenants. Seller represents and warrants to Buyer that it has: (i) full authority to enter into this Contract and to perform all

obligations set forth herein: (ii) clear title and right to the Product free and clear of any liens (with the exception of a senior lender's lien); and (iii) obtained the necessary right of access to the Acreage and the Product and has the authority to grant Buyer with all rights provided in this Contract. When Seller delivers a "Notification of Acres Planted" per Exhibit B, Seller shall be deemed to have made a representation that it has the right to, and will, farm such acres so notified. Seller agrees to indemnify and hold Buyer harmless for any breach of the representations and warranties set forth in this Section 5.3.

Article 6: Liability; Consequential Damages

Section 6.1 Limit of Liability. Each Party's liability to the other Party shall be limited to one hundred thousand dollars (\$100,000).

Section 6.2 Consequential Damages. In no event shall the Buyer or Seller be liable for incidental, indirect, consequential or punitive damages (including, but not limited to, loss of profits or revenue, loss of opportunity or use incurred by the other Party, or like items of loss or damage) due to breach of contract or otherwise; and each Party hereby releases the other Party therefrom.

Article 7: Defaults; Early Termination

Section 7.1 Events of Default. The occurrence of any one or more of the following events, for either Party, shall constitute an Event of Default ("Event of Default") under this Contract:

(a) the failure to perform any material covenant or agreement by such Party set forth in this Contract and such failure is not cured within ninety (90) days after written notice is received; or

(b) either Party shall: (i) make an assignment or any general arrangement for the benefit of creditors (other than in connection with the financing of the Facility); (ii) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have a similar petition filed against it and such proceeding remains undismissed for sixty (60) days; (iii) otherwise become bankrupt or insolvent (however evidenced); or (iv) be unable to pay its debts as they fall due; or

(c) the implementation or issuance of any orders, laws, rules, regulations, etc. of any court or governmental authority which materially prevents either Party from lawfully performing its obligations hereunder.

Section 7.2 Rights of Non-Defaulting Party. Upon the occurrence and continuance of an Event of Default, either the Buyer or the Seller (as the non-defaulting Party) shall have the right to terminate this Contract effective five (5) business days after receipt by the defaulting Party of written notice of termination (the "Termination Notice") by the non-defaulting Party (provided the defaulting Party has not cured the Event(s) of Default) or

to pursue any other remedy at law, in equity, or as provided under this Contract; provided, that upon the occurrence of an Event of Default set forth in Section 7.1(b), the Parties' obligations regarding the Product and payment obligations related thereto shall automatically terminate. The Termination Notice shall specify in reasonable detail the circumstances giving rise to the Termination Notice.

Article 8: Miscellaneous

Section 8.1 Entire Contract. This Contract contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and commitments with respect thereto. There are no oral understandings, terms or conditions and no Party has relied upon any representation, expressed or implied, not contained in this Contract. No usage of trade or prior course of dealing or performance between the Parties shall be deemed to modify the terms of this Contract.

Section 8.2 Force Majeure.

(a) Subject to the other provisions of this Section 8.2, if either Party is unable by reason of a Force Majeure Event (as defined hereafter) to perform in whole or in part any obligation or covenant set forth hereunder (other than an obligation to pay money), the obligations of such Party under this Contract will be suspended or curtailed to the extent necessary for the period such Force Majeure Event continues. When this Contract is suspended or curtailed to the extent necessary the amount of time the Force Majeure Event is in effect will be added to the Term.

(b) A "Force Majeure Event" shall mean floods, hurricanes, drought, tornados, earthquakes and other acts of God, wars, acts of terrorism, epidemics or quarantines to the extent the above conditions prevent the affected Party from performing its obligations under this Contract. Force Majeure Event shall not include any of the following: economic hardship, changes in market conditions, strikes, or other similar labor actions, and nonperformance or delay by any third parties, unless otherwise caused by a Force Majeure Event.

(b) A Party claiming relief under this Section 8.2 must provide the non-claiming Party notice as soon as reasonably possible of such Force Majeure Event and notice when the Force Majeure Event has or will be remedied.

(c) In the event that Force Majeure Event shall continue for a period of twelve (12) months from the date either Party claims relief under this Section 8.2, the non-claiming Party shall have the right to terminate this Contract by providing written notice to the claiming Party.

Section 8.3 Amendments. No change, amendment, or modification of this Contract shall be valid or binding upon the Parties hereto unless such change, amendment,

or modification shall be in writing and duly executed by the Parties hereto.

Section 8.4 Notices. Any notice, demand, offer, or other instrument required or permitted to be given pursuant to this Contract shall be in writing signed by the Party giving such notice, demand, offer, or other instrument and shall be hand delivered or sent by registered letter, overnight courier, telephone facsimile copy or telex to the other Party at the address set forth below:

Buyer:

Abengoa Bioenergy Biomass of Kansas, LLC
16150 Main Circle Drive, Suite 300
Chesterfield, Missouri 63017
Attn: Executive VP
Tel: 636-728-0508
Fax: 636-728-1148

Seller: [to the address listed on Exhibit A]

Each Party shall have the right to change the place to which notice, demand, offer, or other instrument shall be sent or delivered by similar notice sent in like manner to the other Party. Any notice, demand, offer, or other instrument issued pursuant to this Contract shall become effective (a) upon personal delivery thereof, including, without limitation, by overnight mail, next business day or courier service or (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt request, or by email or fax, upon receipt thereof.

Section 8.5 Severability. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.6 Assignment. This Contract may be assigned to third parties only upon the prior written consent of the non-assigning Party and such consent shall not be unreasonably withheld or delayed; provided, that Buyer may assign this Contract in whole or in part to: (i) any of its affiliates; (ii) any party in connection with a sale of all or substantially all of the assets and business of Buyer related to the Facility; (iii) to the entities providing financing to the Facility; or (iv) any third party that is performing biomass procurement services or payment services for the Facility. Immediately upon any assignment, notice thereof shall be delivered to the non-assigning Party. When duly assigned in accordance with the foregoing, this Contract shall be binding upon and shall inure to the benefit of the assignee; any assignment not in accordance with the provisions of this Section 8.6 shall be void and without force or effect, and any attempt to assign this Contract in violation of this

provision shall grant any non-assigning party the right to terminate this Contract at its option.

Section 8.7 No Waiver. Any failure of any Party to enforce any of the provisions of this Contract or to require compliance with any of its provisions at any time during the Term shall in no way affect the validity of this Contract, or any part hereof, and shall not be deemed a waiver of the right of the Party thereafter to enforce any and each such provision.

Section 8.8 Applicable Law. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Kansas, except any such laws that would direct the application of the law of another jurisdiction. Both Parties hereby consent to the jurisdiction of the federal and state courts located in Kansas for the purpose of resolving any and all disputes arising under this Contract. Unless otherwise agreed in writing, the Parties shall continue to perform their respective obligations hereunder during any proceeding by the Parties.

Section 8.9 Counterparts. This Contract may be executed in separate counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Facsimile or electronic signatures shall be considered originals for all purposes of this Agreement.

Section 8.10 Survival. The provisions set forth in Articles 5, 6, 7, and 8 shall survive the expiration or termination of this Contract.

Section 8.11 No Third Party Beneficiary. This Contract is for the exclusive benefit of the Parties and not for the benefit of any third party, other than those persons entitled to the benefits of indemnities set out herein.

Section 8.12 Nonrecourse. Anything in this Contract to the contrary notwithstanding, no member, officer, director, partner, creditor or employee of the either Party shall have any liability whatsoever whether based in Contract, tort or otherwise with respect to this Contract, or any action or inaction in connection with this Contract.

Section 8.13 Claims. Any claims for breach of this Contract must be brought within three years after the cause of action has occurred.

Section 8.14 Further Assurances. Each Party hereto will promptly and duly execute and deliver such further documents to make such further assurances for and take such further action reasonably requested by the other Party, all as may be reasonably necessary to carry out more effectively the intent and purpose of this Contract.

Section 8.15 Confidentiality. Seller agrees not to disclose the terms of this Contract without the prior written consent of Buyer.

Section 8.16 Relationship of Parties. This Contract shall not make any Party a partner, joint venturer, lessee or lessor of any other Party for any purpose whatsoever.

In witness whereof, the Parties hereto have caused this Contract to be executed and delivered by their duly authorized representatives as of the day and year first above written.

Abengoa Bioenergy Biomass of Kansas, LLC

By: _____

Name:

Title:

[Owner - Metcalf Farms]

By: John R. Metcalf

Name: John R. Metcalf

Title:

Exhibit A
See attached
Exhibit A

Seller's Name: _____

Seller's Address for Notices: _____

1. Acreage

Acreage Owner: _____

County: _____

Section: _____

Range: _____

Township: _____

Amount of acres: _____

Acreage Owner: _____

County: _____

Section: _____

Range: _____

Township: _____

Amount of acres: _____

Acreage Owner: _____

County: _____

Section: _____

Range: _____

Township: _____

Amount of acres: _____

Acreage Owner: _____

County: _____

Section: _____

Range: _____

Township: _____

Amount of acres: _____

2. Biomass Product:

Corn Stover
IFN* 1-28-223
Corn, Dent Yellow, Aerial part without ears, without husks, sun cured
Milo Stover
IFN 1-04-302
Sorghum, Aerial part without heads, sun cured
Wheat Straw
IFN 1-05-175
(No other description is provided)

3. Option Price:

Commitment Payment = \$1.00 / acre contracted. This payment is made one time and is due within 30 days of Contract execution.

Reservation Payment = \$0.50 / acre contracted (as adjusted for loss of Acreage). This payment is due annually on each October 31 during the Term, with the very first Reservation Payment for the Seller shall be made after Buyer provides Seller with written notice that the Facility started commercial operation. Seller receives this payment regardless of Product removal from contracted acres.

4. Harvest Requirements:

Buyer shall perform the harvest of Product in accordance with the below requirements. Harvest Requirements may be modified by the Buyer upon delivery of notice to Seller.

Product shall be harvested in accordance with existing best management practices (BMP) utilizing Natural Resources Conservation Service ("NRCS") Guidelines (as amended from time to time) to properly address and minimize soil erosion potential. All harvesting operations shall be conducted in a sustainable manner conducive to minimizing soil compaction and preserving soil integrity.

5. Additional Harvesting Conditions:

Seller is consider doing CHST
activities

Seller will select Price option prior
to notification that Term has started.

* "IFN" shall mean International feed number.

Notification and Inspection Schedule

Corn Stover/Milo Stubble		
Action	Date	Obligations
Notification of Acres Planted	May 1 st – June 1 st	Seller shall provide Buyer written notice of <ul style="list-style-type: none"> Quantity of acres planted Location of acres planted Variety or crop planted Irrigated / Non irrigated
Crop Verification	July 1 st – August 1 st	Seller shall provide Buyer <ul style="list-style-type: none"> Access to visually verify crop Notice of Seller's plans to double crop (if any)
Notification of Intent to Harvest	By September 1 st	Buyer shall inform Seller of intent to harvest the Product, including the following details: <ul style="list-style-type: none"> Which acres are to be harvested Dates of expected Product harvesting
Notification of Harvest Date	One week prior to Product harvest	Buyer shall inform Seller of Product harvest date.

Ongoing communication between Buyer and Seller

*JM
JLR
J.R.M.*

Wheat Straw		
Action	Date	Obligations
Notification of Acres Planted	September 15 th - October 15 th	Seller shall provide Buyer written notice of <ul style="list-style-type: none"> Quantity of acres planted Location of acres planted Variety or crop planted Irrigated / Non irrigated
Crop Verification	March 1 st – April 1 st	Seller shall provide Buyer <ul style="list-style-type: none"> Access to visually verify crop Notice of Seller's plans to double crop (if any)
Notification of Intent to Harvest	By May 1 st	Buyer shall inform Seller of intent to harvest the Product, including the following details: <ul style="list-style-type: none"> Which acres are to be harvested Dates of expected Product harvesting
Notification of Harvest Date	One week prior to Product harvest	Buyer shall inform Seller of Product harvest date.

Ongoing communication between Buyer and Seller

*JM
JLR
J.R.M.*

* Buyer's objective is to not interfere with Seller's normal cropping practices; therefore, on-going cooperation and communication between Buyer and Seller is necessary.

Product Price

Seller shall choose one of the five choices below for computing the Product Price as of the effective date of this Agreement. In addition, Seller may change its selection for computing the Product Price during two modification periods by providing written notice to Buyer during such period. The first modification period will begin three years after the commencement of the Term and continue for a period of thirty (30) days. The second modification period shall begin six years after the commencement of the Term and continue for a period of thirty (30) days.

Check the box that applies:

- The Product Price shall be \$15.00 per dry ton.
- The Product Price shall be \$7.00 per dry ton with participation in Nutrient Replacement Program (see Exhibit D).
- The Product Price shall be \$10.00 per dry ton plus a Revenue Sharing Payment
- The Product Price shall be \$2.00 per dry ton plus a Revenue Sharing Payment with participation in the Nutrient Replacement Program (see Exhibit D)
- Revenue Sharing Payment (select one of the revenue sharing options below)
 - 2.5 X (CBOT ethanol futures) with a cap of \$10 per dry ton, or
 - 0.2 X Renewable Energy Credit pricing (\$/MWh) secured by ABBK in the same period, with a cap of \$10 per dry ton

Nutrient Replacement Program

Buyer will make available to Seller the following nutrients based on the loss calculation method listed below:

- Nitrogen (N)
- Phosphorus (P)
- Potassium (K)

Residual Phosphorus and/or Potassium from the Buyer's biomass process will be made available to the Seller for pickup at the facility. With respect to Nitrogen, Buyer will provide to Seller a voucher to pick up Nitrogen at a third party supplier location.

The nutrient loss in the Acreage shall be calculated using crop science and statistical analysis. The proportion of nutrients attributable to biomass harvesting will be determined via sampling and soil testing. These calculated proportions will be the basis for the nutrient replacement program offered by ABBK.

Addendum to Abengoa Bioenergy Biomass of Kansas
Flexible Payment Plan

1. This addendum modifies the Flexible Payment Plan Enrollment Terms and conditions (the "Terms and Conditions") which has been executed by Supplier which sets forth the payment terms of Abengoa Bioenergy Biomass of Kansas ("ABBK").
2. ABBK and Supplier agree that each invoice provided by Supplier shall contain a biomass payment premium. The biomass payment premium will be an amount equal to the discount applied to the invoice under the Terms and Conditions.
3. The other provisions of the Terms and Conditions remain unaffected by this addendum.

By signing below, ABBK and the Supplier agree to the terms of this addendum.

Supplier

Abengoa Bioenergy Biomass of Kansas

By: Owens Metcalf Farms
Name: John R Metcalf
Title: John R Metcalf

By: _____
Name: _____
Title: _____