

**TERMINATION
OF
FEEDSTOCK SUPPLY AGREEMENT
AND
LANDFILL GAS INTERCONNECT AGREEMENT**

by and between

INEOS New Planet BioEnergy, LLC

and

Indian River County Solid Waste Disposal District

Dated as of _____, 2017

**TERMINATION
OF
FEEDSTOCK SUPPLY AGREEMENT
AND
LANDFILL GAS INTERCONNECT AGREEMENT**

THIS TERMINATION AGREEMENT ("Agreement") is made by and between INEOS New Planet BioEnergy, LLC ("Company"), a Delaware limited liability company, and the Indian River County Solid Waste Disposal District ("District"), a special district of Indian River County, Florida on this ____ day of _____, 2017 ("Effective Date").

WITNESSETH:

WHEREAS, on July 15, 2011, the Parties entered into the Feedstock Supply Agreement ("FSA"), which was subsequently amended by the First Amendment to Feedstock Supply Agreement, dated March 13, 2012 ("First Amendment"), by the Second Amendment to Feedstock Supply Agreement Concerning Cash Deposit and Escrow Agreement of Section 7.4, dated April 25, 2012 ("Second Amendment"), by the Third Amendment to Feedstock Supply Agreement, dated November 13, 2012 ("Third Amendment"), by the Fourth Amendment to Feedstock Supply Agreement, dated March 19, 2013 ("Fourth Amendment"), by the Fifth Amendment to Feedstock Supply Agreement, dated May 21, 2013 ("Fifth Amendment"), by the Sixth Amendment to Feedstock Supply Agreement, dated August 20, 2013 ("Sixth Amendment"), by the Seventh Amendment to Feedstock Supply Agreement, dated December 17, 2013 ("Seventh Amendment"), and by the Eighth Amendment to Feedstock Supply Agreement, dated November 22, 2016 ("Eighth Amendment"), and by the Ninth Amendment to Feedstock Supply Agreement, dated December 20, 2016 ("Ninth Amendment"); and

WHEREAS, on December 13, 2011, the Parties entered into the Landfill Gas Interconnect Agreement ("LFGA"), which was subsequently amended by the First Amendment to Landfill Gas Interconnect Agreement, dated March 13, 2012 ("First Amendment to LFGA"); and

WHEREAS, ArborOne, ACA ("ArborOne") is the Servicer for certain INEOS New Planet BioEnergy LLC bonds (the "Bonds"), guaranteed in part by the U.S. Department of Agriculture; and

WHEREAS, all Conditions Precedent were met and the FSA and LFGA were put into operation; and

WHEREAS, the Company has determined to cease all operations of its Facility as defined in the FSA as of December 31, 2016 and the Company and District have agreed to return yard waste receiving and processing operations to the District as of

January 2, 2017 and to terminate the FSA and all its amendments and the LFGA and its amendment; and

WHEREAS, the District and the Company have negotiated the terms of this Agreement, which are mutually acceptable to both Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Company and District agree to be bound by and comply with the following:

1. Recitals. The foregoing recitals are true and correct, and incorporated as if fully restated herein.

2. Definitions. Unless otherwise provided herein all words and phrases defined in the FSA and/or LFGA shall have the same meaning when used herein. In the event of a conflict between the definition or meaning of a word or phrase used herein and as set out in the FSA or LFGA the use herein shall prevail. The following definitions shall also apply:

“Effective Date” shall mean the date on which the last of the Parties hereto has executed this Agreement.

“Termination Date” shall mean April 1, 2017.

“Property Transfer Date” shall mean the date on which the Facility Site as defined in the FSA title is transferred from the Company to the new owner.

“Vegetative Waste Storage Area” shall mean the processed or unprocessed Vegetative Waste on the Facility Site as defined in the FSA.

3. Return of Performance Cash Deposit. Within thirty (30) days of the Termination Date the District shall deliver and return to the Company \$51,551.55 of the \$200,000 cash deposit being held by the District as provided by Section 7.4 as set out in the Second Amendment to the FSA. Within thirty (30) days of the Property Transfer Date the District shall deliver and return to ArborOne the \$148,448.45 cash deposit being held by the District, together with total interest on the initial cash deposit less any costs determined by the District needed for any unpaid or future costs.

4. Landfill Gas Credits. Section 3.2 G. 12. of the FSA and Article 7 of the LFGA as modified by the First Amendment to LFGA (the “Credit Provisions”) provide for the marketing of LFG carbon credits (Credits). In the event that there are any Credits that have not been fully marketed and compensation received by the Company and

distributed to the Parties by the Termination Date, for which the Parties believe compensation could be received, the provisions of the Credit Provisions shall continue in effect until December 31, 2017 and then shall also terminate.

5. Landfill Gas Assets and Easements. The Parties acknowledge that all of the Company's LFG Assets have been removed from the District's property except for the pipeline connecting the Delivery Point to the Company's property that remains in the ground, and that there remains in existence the grants of easements provided in Section 4.1 of the LFGA and more specifically evidenced by Exhibits B-1 (for LFG Equipment and Pipeline) and B-2 (for Ingress and Egress to the assets) attached hereto (hereafter the "Easements"). The Parties agree to allow these Easements to continue in existence for possible use in the future by a potential successor in title to the Company's original Facility Site (as defined in the FSA before amendments). Company agrees that prior to the conveyance of the original Facility Site as defined in the FSA the Company shall confer with the District to determine if the District desires to allow the Easements to be transferred to the Company's successor in title or if the District prefers the Easements be released. In the event the District requests the Easements be released the Company shall forthwith execute a Quit Claim instrument releasing all right, title and interest of the Company in the Easements to the District.

6. Final Payment for Processing. In accordance with the provisions of the Ninth Amendment to the FSA, Section 4, the Company is continuing to receive and Process Vegetative Waste until March 31, 2017 and billing the District on a monthly basis, and the District is paying the Processing Fee to the Company. Within five calendar days of the Termination Date the Company shall provide to the District the Company's final invoice for any and all remaining unpaid Processing Fees through March 31, 2017. Upon receipt of the Company's final invoice, the District may verify any of the information contained therein. The District shall pay all undisputed amounts in compliance with the Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes. If the District disagrees with any amounts, calculations, or other information set forth in the Company's final invoice, the District shall notify the Company of the dispute in accordance with the Local Government Prompt Payment Act and the Parties shall immediately attempt to resolve their dispute in accordance with Section 8.1 of the FSA. Section 8.1 of the FSA shall survive the termination of the FSA and shall be incorporated herein by reference.

7. Termination of FSA and LFGA. The Parties acknowledge and agree that except as otherwise specifically set out in this Agreement there are no remaining obligations or duties to be performed by either Party, and there are no outstanding claims, either known or that should be known by reasonable due diligence, of either Party against the other Party that have not been satisfied or resolved. Except as specifically provided or reserved in this Agreement, all provisions, rights, interests, duties, and/or obligations of

all Parties, or beneficiaries thereof, under the FSA and its nine amendments and the LFGA and its amendment are hereby forever terminated on the Termination Date. The following exceptions regarding the Facility Site as defined in the FSA are noted and agreed by both parties:

- a. Company shall provide for such utility and inspection services as necessary to maintain and operate fire safety systems in the Vegetative Waste Storage Area until the earlier of (i) the date all Vegetative Waste is removed from the Facility Site as defined in the FSA or (ii) the Property Transfer Date.
- b. The Company is obligated to maintain water and electric connection to the property and to maintain accounts in good standing until the Transfer Date.
- c. Company shall provide for pile dimensions and perimeter road clearances in the Vegetative Waste Storage Area consistent with the approved site plan.
- d. The Company has provided a certificate of insurance for both pollution and environmental remediation extending three (3) years beyond the Termination Date. Proof of the environmental impairment insurance with a minimum coverage of \$2,000,000 per occurrence has been provided.

8. Survival. Notwithstanding the termination of the LFGA, to the extent permitted by law, the provisions of Sections 14.4, 14.5 and 14. 8 of the LFGA shall survive the termination of the LFGA.

9. Miscellaneous.

A. Further Assurances. Each Party agrees to execute and deliver any instruments and to perform any action that may be necessary or reasonably requested in order to give full effect to this Agreement. Each Party shall use all reasonable efforts to provide such information, execute such further instruments and documents, and take such action as may be reasonably requested by the other Party, not inconsistent with the provisions of this Agreement and not involving the assumption of obligations other than those provided for in this Agreement, to carry out the intent of this Agreement.

B. Ownership of Vegetative Waste. The Parties agree that all Vegetative Waste material located on the Facility Site as defined in the FSA is and shall remain the property of Company and the District releases and transfers to Company any and all claim to said material to the extent District had any claims to said material.

C. Notices. Any notices or communications required or permitted under this Agreement shall be in writing and may be either delivered in person, transmitted by telecopy followed by a mailed confirmation copy, or sent by recognized express mail or courier service, postage prepaid, at the following addresses of the Parties. Notices sent under this Agreement shall be deemed received upon actual receipt. Facsimile is acceptable notice and is effective when received; however, facsimiles received (i.e., printed) after 5:00 P.M. will be deemed received on the next business day. The original of a notice must still be mailed as required herein. Changes in the telephone numbers through which telecopy may be transmitted or the address to which notices are to be delivered may be made by written notice given in accordance with this Subsection.

As to County:

County Administrator
Indian River County Administration Building
1801 27th St.
Vero Beach, FL 32960
Phone: (772) 226-1408
FAX: (772) 978-1822

and a copy to the County Attorney at the same address

Phone: (772) 226-1424
FAX: (772) 569-4317

As to Company:

Charles Saunders
Chief Legal Officer
INEOS Marina View
2600 South Shore Boulevard, Suite 500
League City, TX 77573
Phone: (281) 535-6630
FAX: (281) 535-6765

D. Waivers. No provision of this Agreement shall be deemed waived without the express written consent of the Party granting the waiver. The waiver by either Party of a default or a breach of any provision of this Agreement by the other Party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

E. Entire Agreement; Modifications; Exhibits. The provisions of this Agreement (except captions), including the exhibits annexed hereto, shall (a) constitute

the entire agreement between the Parties, superseding all prior or contemporaneous negotiations, understandings or agreements and (b) not be modified in any respect except by express written agreement executed by the Parties. The exhibits attached hereto are incorporated by reference. In the event of any conflict between the text of this Agreement and such exhibits, the text of this Agreement shall govern.

F. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. Captions and headings shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof.

G. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original.

H. Venue. Any and all suits for breach of this Agreement shall be instituted and maintained in a state or federal court of competent jurisdiction having jurisdiction over Indian River County, Florida.

I. Governing Law and Construction. This Agreement and any questions concerning its validity, construction and performance shall be governed by the laws of the State of Florida, without giving effect to any conflicts-of-law rules requiring the application of the substantive laws of other jurisdictions. The language of this Agreement shall be construed according to its fair meaning, not strictly for or against the Company or District, and not against either Party as its drafter, because both Parties agree they had an equal hand in drafting this Agreement. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

J. Waiver of Jury Trial. Each Party hereby knowingly, willingly, and irrevocably waives its right to a trial by jury concerning claims arising under this Agreement.

K. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of, or to, this Agreement or such other appropriate changes as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise effected by such action remain in full force and effect.

L. Binding Agreement. This Agreement, which has been duly authorized, executed and delivered by the respective Parties, constitutes a legal, valid and binding obligation enforceable in accordance with its terms, except as enforcement may be

limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, or by general equitable principles concerning remedies.

M. Reasonableness Standard. All determinations, consents, reviews and approvals to be granted and conducted by the Parties under this Agreement and any other acts calling for the exercise of discretion shall be performed in good faith and, unless otherwise so specified, under a standard of reasonableness that is consistent with normal industry practices for the type of work involved. Where time periods are not specified, a reasonable period of time shall be allowed.

N. Attorney Fees. In any civil judicial action brought to enforce the provisions of this Agreement, the prevailing party may recover from the non-prevailing party all reasonable court costs, including attorney's fees and court preparation costs, and including any appeals thereof.

O. Time of Essence. The Parties each understand and acknowledge that time is of the essence of this Agreement.

P. Publicity and Property Rights. Unless otherwise required by law, District shall not advertise or otherwise use its relationship with Company hereunder in any public disclosure without the prior written consent of Company. Such prohibition shall include, without limitation, brochures, listings, references, advertisements, announcements or other release of information concerning the existence, content or performance under this Agreement to any third party. District shall not use or permit the use of the trade or service names, marks or logos of Company or any of its Affiliates in any manner without the express written consent of Company. The express consent of the Company required herein may be withheld in the absolute and complete discretion of Company. District's obligations under this Section 9. P, shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives.

DISTRICT:

ATTEST: Jeffrey R. Smith, Clerk

**INDIAN RIVER COUNTY SOLID
WASTE DISPOSAL DISTRICT**

By: _____
Deputy Clerk

By: _____
Joseph E. Flescher, Chairman

Date: _____

APPROVED:

By: _____
Jason E. Brown, County Administrator

**APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:**

By: _____
Dylan Reingold, County Attorney

COMPANY:

**INEOS NEW PLANET BIOENERGY,
LLC.**

WITNESSES:

By: _____
Name: Timothy Avery
Title: Chief Financial Officer
INEOS Olefins & Polymers USA
Authorized Representative

Date: _____

EXHIBIT B-1

LFG EQUIPMENT AND PIPELINE EASEMENT

EXHIBIT "B-1"

THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, SUITE 400
NORTH PALM BEACH, FL 33408

**GRANT OF NON-EXCLUSIVE EASEMENT
FOR LANDFILL GAS EQUIPMENT AND PIPELINE**

THIS EASEMENT is made, granted and entered into this 13th day of December, 2011, by INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, a dependent special district of Indian River County, Florida, (hereinafter referred to as "Grantor"), to INEOS NEW PLANET BIOENERGY, LLC, its successors and assigns, whose real property is adjacent to the real property of the Grantor, (hereinafter referred to as "Grantee").

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a non-exclusive easement which shall permit Grantee authority to enter upon the Easement Property of the Grantor, including the flare station pad constructed thereon, at any time during the Grantor's normal business hours and at other times upon receiving the Grantor's prior consent, which shall not be unreasonably withheld or delayed, to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, and inspect the Grantee's Landfill Gas Assets and other improvements that are located in, on, over, under, and across the Easement Property. The Grantee's Landfill Gas Assets include, but are not limited to, the Grantee's pipelines, wires, compressors, coolers, metering equipment, valves, controls and other related equipment for the measurement, transmission, connection, handling, monitoring and management of landfill gas (collectively, the "Facilities").

The Easement Property hereby granted covers that certain land lying, situate and being in Indian River County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, replace, remove or relocate such Facilities and with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the herein-described purposes, including, but not limited to the right to cut and keep clear all trees and undergrowth and other obstructions within said area that may interfere with the proper construction, operation and maintenance of such Facilities, the right to mark the location of any underground Facilities by above-ground and other suitable markers and the right of ingress, and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

The Grantor, however, reserves the right and privilege to use the above-described property for any such purposes suitable to the Grantor except as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition.

It is understood and agreed that this easement will continue in effect for the benefit of Grantee, its successors and assigns until the occurrence of the first of the following events: (a) the easement is no longer used by Grantee, its successors and assigns, for the purpose for which this grant is provided; (b) the Feedstock Supply Agreement (dated July 15, 2011) between the Grantor and the Grantee is terminated or expires and is not replaced by another agreement requiring the same easement; or (c) the Landfill Gas Interconnect Agreement (dated December 13th, 2011) between the Grantor and Grantee is terminated or expires and is not replaced by another agreement requiring the same easement. At such time as one of these three events occur, the rights herein granted shall terminate and full use of the Easement Property shall be enjoyed by Grantor, its successors or assigns, and Grantee shall execute a release of all rights under this grant of easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal of the date first above written.

ATTEST:

Jeffrey K. Barton, Clerk

By: Leona Allen
Deputy Clerk

Leona Allen
Print Name



GRANTOR:

INDIAN RIVER COUNTY SOLID WASTE
DISPOSAL DISTRICT, a dependent special
district of Indian River County, Florida

By: Gary C. Wheeler
Gary Wheeler, Chairman

BCC Approval date: 12-13-11

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:

By: Alan S. Polackwich, Sr.
for: Alan S. Polackwich, Sr.
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

*SKETCH OF DESCRIPTION
PART OF TRACT 10, SECTION 25,
TOWNSHIP 33 SOUTH, RANGE 38 EAST
INDIAN RIVER FARMS COMPANY SUBDIVISION
INDIAN RIVER COUNTY, FLORIDA.*

DESCRIPTION:

AN EQUIPMENT EASEMENT, LYING AND BEING IN A PORTION OF TRACT 10, SECTION 25, TOWNSHIP 33 SOUTH, RANGE 38 EAST ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 9, SECTION 25, TOWNSHIP 33 SOUTH, RANGE 38 EAST OF THE AFOREMENTIONED PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION RUN SOUTH 00°14'48" WEST ALONG THE EAST LINE OF SAID TRACT 9 A DISTANCE OF 149.55 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF TRACT 9, RUN NORTH 89°42'28" WEST, PARALLEL WITH AND NORMAL TO THE NORTH LINE OF SAID TRACT 9 AND TRACT 10, SECTION 25, A DISTANCE OF 2173.18 FEET TO A POINT; THENCE RUN NORTH 00°08'29" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 00°08'29" WEST A DISTANCE OF 104.55 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SUB-LATERAL C-5 CANAL, (INDIAN RIVER FARMS WATER CONTROL DISTRICT 60 FEET WIDE RIGHT-OF-WAY, AS RECORDED IN PLAT BOOK 2, PAGE 25 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA); THENCE RUN SOUTH 89°42'28" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, PARALLEL WITH AND NORMAL TO THE NORTH LINE OF SAID TRACT 10, A DISTANCE OF 83.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 00°08'29" EAST A DISTANCE OF 104.55 FEET; THENCE RUN NORTH 89°42'28" WEST, PARALLEL WITH AND NORMAL TO SAID NORTH LINE OF TRACT 10, A DISTANCE OF 83.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 8677.65 SQUARE FEET OR 0.20 ACRES, MORE OR LESS

SURVEYOR'S GENERAL NOTES AND REPORT:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

2. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1999, AND ARE PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901) AND ARE REFERENCED TO THE ESTABLISHED AND MONUMENTED LINE SHOWN HEREON LABELED AS THE BEARING BASIS.

3. ALL BOUNDARY DIMENSIONS USED, INCLUDING BUT NOT LIMITED TO BEARINGS, ANGLES AND DISTANCES ARE PREDICATED UPON BOUNDARY SURVEY BY CARTER ASSOCIATES, INC. JOB NO. 11-212S, DATED FEBRUARY, 2011. ALL DIMENSIONS SHOWN HEREON ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

4. THIS IS A SKETCH AND DESCRIPTION OF A PROPOSED EQUIPMENT EASEMENT ONLY AND NOT A BOUNDARY SURVEY. THIS PROPERTY WAS NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR ANY ENCUMBRANCES OF RECORD. THE HEREON DESCRIBED PROPERTY IS SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY. MATTERS OF RECORD NOT BROUGHT TO THE SURVEYOR'S ATTENTION BY THE CLIENT, THEIR AGENT OR AS DISCLOSED BY A FURNISHED TITLE INSURANCE POLICY ARE NOT INCLUDED.

5. THIS SKETCH OF DESCRIPTION CONSISTS OF TWO SHEETS ONE IS NOT VALID UNLESS BOTH SHEETS ARE PRESENT.



DAVID E. LUETHJE, P.S.M.
FLORIDA LICENSE No. 5728
CARTER ASSOCIATES, INC. LB 205

SIGNATURE DATE

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET 772-562-4191 (PHONE)
VERO BEACH, FLORIDA 32960 772-562-7180 (FAX)

DATE: 11-02-11 BY SG H.SCALE: 1"=200' 11-371S DWG.# 19110-A2
SHEET 1 OF 2

TRACT 7
NOT INCLUDED

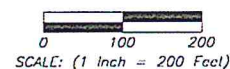
TRACT 10
NOT INCLUDED

TRACT 8
NOT INCLUDED

TRACT 9
NOT INCLUDED

DATE: 11-02-11 BY SG H.SCALE: 1"=200' 11-371S DWG.# 19110-A2
SHEET 2 OF 2

CAI Serving Florida
Since 1911



TRACT 14.5
N 03°18'27" E 1331.79'



CERTIFIED TO:
INDIAN RIVER COUNTY

SIGNATURE DATE

DATE: 10-17-11 BY SG H.SCALE: 1"=400' 11-371S DWG.# 19110-A
SHEET 1 OF 1

EXHIBIT B-2

INGRESS AND EGRESS TO LFG SITE EASEMENT

EXHIBIT "B-2"

THIS INSTRUMENT PREPARED BY AND RETURN TO:
BERNARD A. CONKO, ESQ.
COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER
712 U.S. HIGHWAY ONE, SUITE 400
NORTH PALM BEACH, FL 33408

**GRANT OF NON-EXCLUSIVE EASEMENT
FOR ACCESS**

THIS EASEMENT is made, granted and entered into this 13th day of December, 2011, by INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, a dependent special district of Indian River County, Florida, (hereinafter referred to as "Grantor"), to INEOS NEW PLANET BIOENERGY, LLC, its successors and assigns, whose real property is adjacent to the real property of the Grantor, (hereinafter referred to as "Grantee).

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a non-exclusive easement which shall permit Grantee authority to enter upon the Easement Property of the Grantor at any time during the Grantor's normal business hours and at other times upon receiving the Grantor's prior consent, which shall not be unreasonably withheld or delayed, for ingress and egress to the Grantee's Landfill Gas Assets located on Grantor's property, to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, and inspect the Grantee's Landfill Gas Assets and other improvements that are located in, on, over, under, and across the Grantor's property. The Grantee's Landfill Gas Assets include, but are not limited to, the Grantee's pipelines, wires, compressors, coolers, metering equipment, valves, controls and other related equipment for the measurement, transmission, connection, handling, monitoring and management of landfill gas (collectively, the "Facilities").

The Easement Property hereby granted covers that certain land lying, situate and being in Indian River County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

together with the right and privilege from time to time to alter, repair and improve if necessary, the Easement Property for ingress and egress purposes, and with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the herein-described purposes, including, but not limited to the right to cut and keep clear all trees and undergrowth and other obstructions within said area that may interfere with the proper use of such Easement Property, and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

The Grantor, however, reserves the right and privilege to use the above-described property for any such purposes suitable to the Grantor except as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition.

It is understood and agreed that this easement will continue in effect for the benefit of Grantee, its successors and assigns until the occurrence of the first of the following events: (a) the easement is no longer used by Grantee, its successors and assigns, for the purpose for which this grant is provided; (b) the Feedstock Supply Agreement (dated July 15, 2011) between the Grantor and the Grantee is terminated or expires and is not replaced by another agreement requiring the same easement; or (c) the Landfill Gas Interconnect Agreement (dated December 13th, 2011) between the Grantor and Grantee is terminated or expires and is not replaced by another agreement requiring the same easement. At such time as one of these three events occur, the rights herein granted shall terminate and full use of the Easement Property shall be enjoyed by Grantor, its successors or assigns, and Grantee shall execute a release of all rights under this grant of easement.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal of the date first above written.

ATTEST:

Jeffrey K. Barton, Clerk

By: Sharon Allen
Deputy Clerk

Leona Allen
Print Name



GRANTOR:

INDIAN RIVER COUNTY SOLID WASTE
DISPOSAL DISTRICT, a dependent special
district of Indian River County, Florida

BY: Gary C. Wheeler
Gary Wheeler, Chairman

BCC Approval date: 12-13-11

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:

By: Alan S. Polackwich, Sr.
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

*SKETCH OF DESCRIPTION
PART OF TRACTS 9 AND 10, SECTION 25,
TOWNSHIP 33 SOUTH, RANGE 38 EAST
INDIAN RIVER FARMS COMPANY SUBDIVISION
INDIAN RIVER COUNTY, FLORIDA.*

DESCRIPTION:

A 30.00 FEET WIDE ACCESS EASEMENT, LYING AND BEING IN A PORTION OF TRACTS 9 AND 10, SECTION 25, TOWNSHIP 33 SOUTH, RANGE 38 EAST ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA. SAID EASEMENT BEING 15.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 9 RUN SOUTH 00°14'48" WEST ALONG THE EAST LINE OF TRACT 9 A DISTANCE OF 100.35 FEET TO A POINT; THENCE LEAVING SAID EAST LINE, RUN NORTH 89°42'28" WEST AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 9, A DISTANCE OF 80.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 74TH AVENUE (RANGE LINE ROAD) AS RECORDED IN DEED BOOK 110, PAGE 57, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND POINT OF BEGINNING OF SAID CENTERLINE; FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°42'28" WEST ALONG A LINE PARALLEL WITH AND NORMAL TO THE NORTH LINE OF SAID TRACT 9, A DISTANCE OF 595.95 FEET; THENCE RUN SOUTH 45°17'32" WEST A DISTANCE OF 69.58 FEET TO A POINT "A"; FROM SAID POINT "A" RUN NORTH 89°42'28" WEST ALONG A LINE PARALLEL WITH AND NORMAL TO SAID NORTH LINE OF TRACT 9 AND THE NORTH LINE OF AFOREMENTIONED TRACT 10, A DISTANCE OF 1447.99 FEET TO A POINT OF TERMINUS; THENCE RETURNING TO AFOREMENTIONED POINT "A" RUN SOUTH 89°42'28" EAST ALONG A LINE PARALLEL WITH AND NORMAL TO THE AFOREMENTIONED NORTH LINE OF TRACT 9, A DISTANCE OF 645.19 FEET TO AFORESAID WEST RIGHT-OF-WAY LINE OF 74TH AVENUE (RANGE LINE ROAD) AND THE POINT OF TERMINUS.

THE SIDE LINES OF SAID 30.00 FEET WIDE ACCESS EASEMENT TO BE PROLONGED OR SHORTENED AT ALL ANGLE POINTS, POINTS OF INTERSECTION, LAND LINES AND RIGHT-OF-WAY LINES.

SAID EASEMENT CONTAINING 82,124.92 SQUARE FEET OR 1.89 ACRES, MORE OR LESS

SURVEYOR'S GENERAL NOTES AND REPORT:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.


2. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1999, AND ARE PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901) AND ARE REFERENCED TO THE ESTABLISHED AND MONUMENTED LINE SHOWN HEREON LABELED AS THE BEARING BASIS.

3. ALL BOUNDARY DIMENSIONS USED, INCLUDING BUT NOT LIMITED TO BEARINGS, ANGLES AND DISTANCES ARE PREDICATED UPON BOUNDARY SURVEY BY CARTER ASSOCIATES, INC. JOB NO. 11-212S, DATED FEBRUARY, 2011. ALL DIMENSIONS SHOWN HEREON ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

4. THIS IS A SKETCH AND DESCRIPTION OF A PROPOSED ACCESS EASEMENT ONLY AND NOT A BOUNDARY SURVEY. THIS PROPERTY WAS NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR ANY ENCUMBRANCES OF RECORD. THE HEREON DESCRIBED PROPERTY IS SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY. MATTERS OF RECORD NOT BROUGHT TO THE SURVEYOR'S ATTENTION BY THE CLIENT, THEIR AGENT OR AS DISCLOSED BY A FURNISHED TITLE INSURANCE POLICY ARE NOT INCLUDED.

5. THIS SKETCH OF DESCRIPTION CONSISTS OF TWO SHEETS ONE IS NOT VALID UNLESS BOTH SHEETS ARE PRESENT.

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CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET 772-562-4191 (PHONE)
VERO BEACH, FLORIDA 32960 772-562-7180 (FAX)

DATE: 11-02-11 BY SG H.SCALE: 1"=200' 11-371S DWG.# 19110-A1
SHEET 1 OF 2

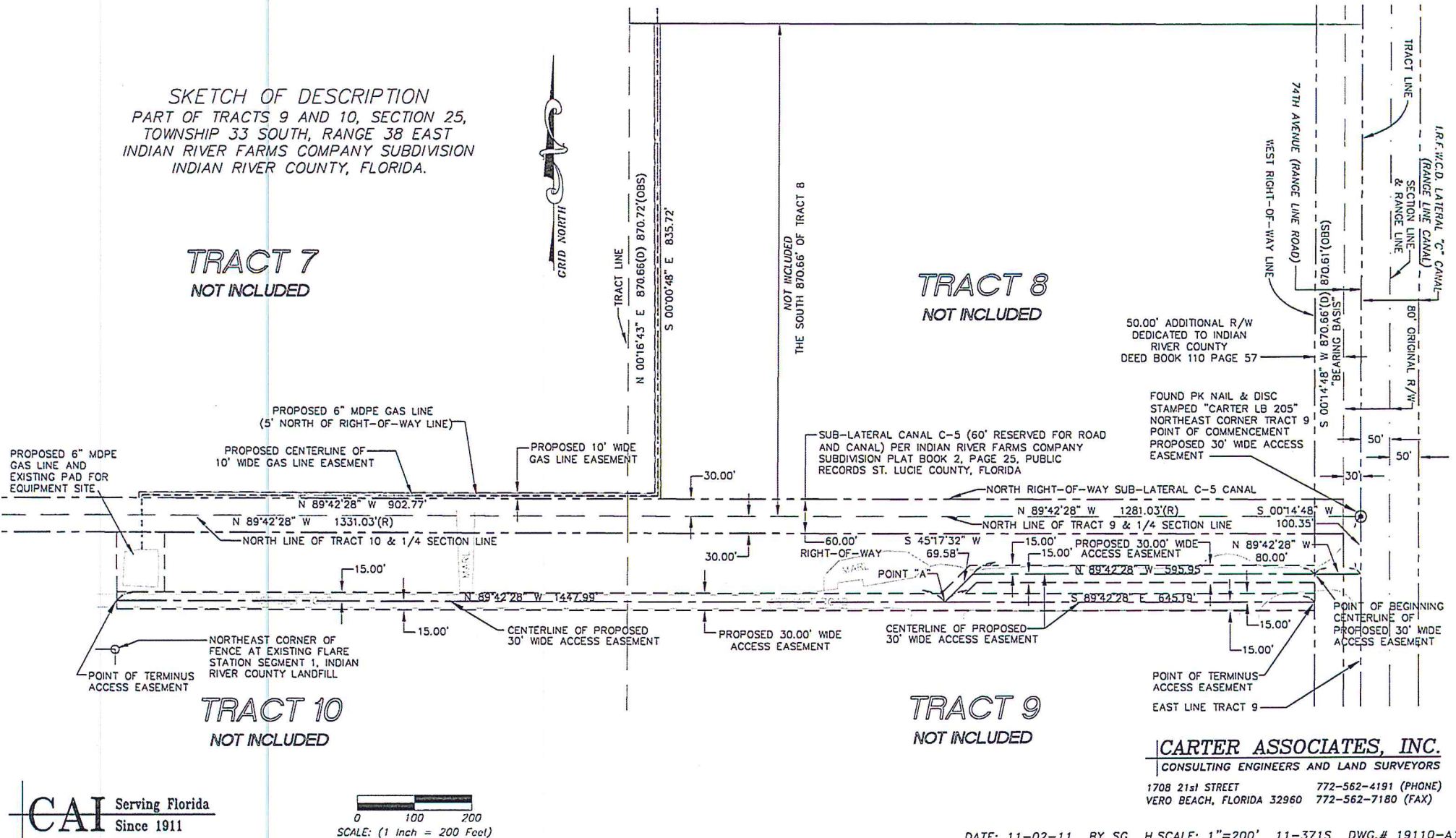
SKETCH OF DESCRIPTION
PART OF TRACTS 9 AND 10, SECTION 25,
TOWNSHIP 33 SOUTH, RANGE 38 EAST
INDIAN RIVER FARMS COMPANY SUBDIVISION
INDIAN RIVER COUNTY, FLORIDA.

TRACT 7
NOT INCLUDED

TRACT 8
NOT INCLUDED

TRACT 10
NOT INCLUDED

TRACT 9
NOT INCLUDED



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SHEET 2 OF 2