

EIGHTH AMENDMENT TO FEEDSTOCK SUPPLY AGREEMENT

THIS EIGHTH AMENDMENT TO FEEDSTOCK SUPPLY AGREEMENT (“Eighth Amendment”) is entered into as of this ___ day of November, 2016, by and between the Indian River County Solid Waste Disposal District (“District”), a dependant special district of Indian River County, Florida (“District”), and INEOS New Planet BioEnergy, LLC (“INEOS”), a Delaware limited liability company. (Capitalized terms that are used but not defined in this Eighth Amendment shall have the meaning set forth in the Parties’ Feedstock Supply Agreement, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment as described below).

WITNESSETH:

WHEREAS, on July 15, 2011, the Parties entered into the Feedstock Supply Agreement (“Feedstock Agreement”), 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”); and by the Seventh Amendment to Feedstock Supply Agreement, dated December 17, 2013 (“Seventh Amendment”);

WHEREAS, in section 2 of the Seventh Amendment, the District extended the temporary license for INEOS to occupy and use the District’s Vegetative Waste Management Area for storage of various stages of vegetative materials and wood chips for a period of time ending, at the latest, on March 31, 2014;

WHEREAS, as a result of excessive vegetative debris generated from Hurricane Matthew, the Parties desire to allow the use of the District “Vegetative Waste Management Area” for the receipt and management of Vegetative Waste from October 10, 2016 until November 30, 2016 to allow the INEOS Facility Site to return to normal operations; and

NOW, THEREFORE, in consideration of the mutual terms and promises stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and INEOS agree as follows:

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

2. **Amendment of Section 2 of the Seventh Amendment**. The following provision of section 2 of the Seventh Amendment: “The term of this license shall terminate on March 31, 2016, unless the license is terminated sooner as a result of a Party’s failure to comply with the requirements herein or if the parties mutually agree to terminate before the end of the term.” is

hereby deleted in its entirety and replaced with the following language: “The term of this license shall commence on October 10, 2016 and terminate on December 31, 2016, unless the license is terminated sooner as a result of a Party’s failure to comply with the requirements herein or if the parties mutually agree to terminate before the end of the term. INEOS agrees to remove all chipped material from the District Vegetative Waste Management Area less any beneficial reuse material due to the District.”

3. Other Provisions. Except as amended herein and in the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment all remaining provisions of the Feedstock Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Eighth Amendment is executed by the authorized representatives of the Parties, as of the day and year first above written.

ATTEST: Jeffrey R. Smith,
Clerk of Court and Comptroller

INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT (“District”)

By: _____
Deputy Clerk

By: _____

Ratified by BCC: _____, 2016.

Approved:

Approved as to form and legal sufficiency:

Jason E. Brown, County Administrator

Dylan Reingold, County Attorney

Per Resolution 2016-127 and Proclamation Declaring Emergency, dated October 6, 2016 and Proclamation Declaring and Extending Emergency, dated October 13, 2016, October 20, 2016, October 27, 2016, November 3, 2016 and November 10, 2016

INEOS NEW PLANET BIOENERGY, LLC (“Company”)

By: _____

Print name: _____

Print title: _____

Signed, sealed and delivered in the presence of:

Print name: _____

Print name: _____