

NINTH AMENDMENT TO FEEDSTOCK SUPPLY AGREEMENT

THIS NINTH AMENDMENT TO FEEDSTOCK SUPPLY AGREEMENT (“Ninth Amendment”) is entered into as of this ____ day of December, 2016, by and between the Indian River County Solid Waste Disposal District (“District”), a dependent 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 Ninth 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, Seventh Amendment, and Eighth Amendment as described below).

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”),

WHEREAS, in the First Amendment the District granted the Company a temporary license to occupy and use the District’s Vegetative Waste Management Area (“VWMA”) as depicted on Exhibit “A” thereto, and attached hereto, for the receipt and management of Vegetative Waste for a term beginning on March 13, 2012 for one year unless sooner terminated; and

WHEREAS, in subsequent Amendments 3, 4, 5, 6, 7 & 8 the provisions extended the term of the temporary license for Company to occupy and use the District’s VWMA for storage of various stages of vegetative materials and wood chips for a period of time ending, at the latest, on December 31, 2016;

WHEREAS, the Company has determined to cease operations of its Facility and the Company and District have agreed to wind down and then terminate the FSA; and

WHEREAS, the receiving and Processing of Vegetative Waste for the sorting, chipping, and/or grinding operations of Acceptable Waste at the Facility to create Mulch for the District by the Company shall revert to the District’s VWMA site at the Landfill on January 2, 2017.

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. **Termination of Temporary License and Scale Fee.** As of the end of business on December 31, 2016 the Temporary License to occupy and use the District's VWMA as provided in Section 4 of the First Amendment, and extended thereafter by Amendments Three, Four, Five, Six, Seven and Eight, and the \$3.00 scale fee as provided in Section 6 of the First Amendment and thereafter, shall terminate.

3. **"Facility" and "Facility Site."** As of January 2, 2017 the terms *Facility* and *Facility Site*, as used in the FSA, shall mean the District's VWMA site at the Landfill.

4. **Processing to Continue on District's VWMA.** Beginning on January 2, 2016 and continuing thereafter until March 31, 2017 the Company shall provide receiving and Processing of Vegetative Waste only for the sorting, chipping, and/or grinding operations of Acceptable Waste to create Mulch for the District upon the District's VWMA. The Company shall provide the Processing via contract with a vendor, to wit, Mr. Mulch, and shall be responsible for providing all equipment and personnel and applicable insurance requirements for the Processing operations. District shall continue to pay the "Processing Fee" to Company for receiving and Processing Vegetative Waste and Company shall pay all costs of the vendor for all Vegetative Waste delivered to the Facility and Processed by March 31, 2017.

5. **Transition Plan.** As soon as reasonably practical after the execution of this Amendment and prior to December 31, 2016 the Company shall consult with the District and prepare a transition plan to assure the smooth, safe transition of operations from the Company's site located at 925 SW 74th Avenue in Vero Beach, Florida (currently the Facility Site) to the District's VWMA site (the Facility Site as of January 1, 2017) to reasonably inform the residents of Indian River County, commercial operators and the general public as to the change in operations and location of the Facility Site.

6. **Definition of Processing.** From and beginning as of October 1, 2016 and continuing through the termination of the FSA the definition of Processing shall include only the (a) sorting, chipping, and/or grinding of Acceptable Waste that is Vegetative Waste only at the District's VWMA site to create Mulch for the District, and shall not include the (b) gasification and fermentation of Acceptable Waste at the Facility for the production of ethanol and electricity. The Company will also provide for transportation and final disposal of up to 10,000 tons of material upon District's request during the period beginning January 2, 2017 and ending March 31, 2017. District agrees to use best efforts to maximize its use and storage of Processed material and to minimize the amount of Processed material that must be transported and final disposed of off the Facility site. The Company acknowledges and agrees that the Supplementary Processing Fee has not been charged since October 1, 2016 and no Supplementary Processing Fee will be charged from that date through the termination of the agreement.

7. **District to provide Processing Beginning April 1, 2017.** The District agrees that as of April 1, 2017 and thereafter, the District shall be responsible for receiving and Processing of Vegetative Waste and the disposition of mulch, and the District and Company intend to enter into a termination agreement to terminate the FSA and all provisions thereunder, including the Landfill Gas Interconnect Agreement entered into between the Parties.

8. **Other Provisions.** Except as amended herein all provisions in the First Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment are hereby terminated and deleted and shall have no further force and effect.

IN WITNESS WHEREOF, this Ninth 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

**Signed, sealed and delivered in the
presence of:**

**INEOS NEW PLANET BIOENERGY, LLC
("Company")**

Print name:

By: _____

Print name: _____

Print name:

Print title: _____