

**OPTION AGREEMENT FOR PROCESSED VEGETATIVE WASTE
BETWEEN INDIAN RIVER COUNTY SOLID WASTE DISPOSAL
DISTRICT AND ALLIANCE BIOENERGY +, INC.**

THIS OPTION AGREEMENT FOR PROCESSED VEGETATIVE WASTE BETWEEN INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT AND ALLIANCE BIOENERGY +, INC. ("Option Agreement") is entered into as of this ____ day of February, 2017, by and between Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida whose address is 1801 27th Street, Vero Beach, Florida, 32960 (the "County"), and Alliance Bioenergy +, Inc., 400 N. Congress Avenue, Suite 130, West Palm Beach, Florida, 33401 ("Alliance Bioenergy"):

RECITALS

WHEREAS, Alliance Bioenergy is pursuing obtaining the former INEOS New Planet Bioenergy, LLC property located at 925 74th Avenue SW, Vero Beach, Florida (the "Property"); and

WHEREAS, if Alliance Bioenergy is able to obtain the Property, Alliance Bioenergy intends on utilizing a portion of the County's processed vegetative waste as part of its business operations; and

WHEREAS, Alliance Bioenergy seeks to obtain an option on a portion of County's processed vegetative waste in order to facilitate obtaining the Property; and

WHEREAS, Alliance Bioenergy has approximately 180 days to close on the Property; and

WHEREAS, historically the County has paid a fee for the disposal of processed vegetative waste; and

WHEREAS, Alliance Bioenergy has agreed to accept the County's processed vegetative waste at no charge to the County;

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Grant of Option**. County does hereby grant to Alliance Bioenergy the exclusive right and option to a portion of County's processed vegetative waste (the "Option").
3. **Exercise of Option; Term; Expiration of Option**. Alliance Bioenergy may exercise the Option at any time during the Option Term, by giving 90 calendar days' written notice to the County. The Option Term shall mean that period of time commencing on the date on

which Alliance Bioenergy closes on the Property and terminates one year from that date. In no event, shall the Option Term extend more than 18 months from the date of execution of this Option Agreement. The Option shall immediately terminate if Alliance Bioenergy is unable to close on the Property, or within 180 days of the execution of this Option Agreement, whichever occurs first.

4. **County Retainage of Processed Vegetative Waste.** If Alliance Bioenergy exercises the Option, the County will have the right to retain up to 40,000 tons of processed vegetative waste per year.
5. **Quality and Quantity of Processed Vegetative Waste.** The County does not guarantee the quality or quantity of processed vegetative waste that will be provided to Alliance Bioenergy.
6. **No Charge or Fee for Processed Vegetative Waste.** Alliance Bioenergy will not charge the County any fee or charge for accepting or receiving County's processed vegetative waste.
7. **Acts of God.** In the event of a hurricane or other significant act of God, which impacts the amount of vegetative waste, the County shall retain the right to utilize other methods of disposal of processed vegetative waste.
8. **Final Contract.** Upon exercise of the Option, County and Alliance Bioenergy shall have 60 calendar days to enter into a contract for the processed vegetative waste on mutually agreeable terms, which shall include the terms and conditions contained within this Option Agreement.
9. **Governing Law/Venue.** This Option Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.
10. **Notices.** Any notice required hereunder shall be in writing and shall be delivered by personal delivery, courier, express or overnight mail, or certified mail, return receipt requested, addressed to the appropriate party as follows:

If to County

Jason Brown
County Administrator
Indian River County
1801 27th Street
Vero Beach, Florida 32960

If to the Alliance Bioenergy:

Daniel De Liege
400 N. Congress Avenue
Suite 130
West Palm Beach, FL, 33401

IN WITNESS WHEREOF, the Lessor and Lessee have executed this instrument this ___ day of February, 2017.

INDIAN RIVER COUNTY, FLORIDA

By: _____
Joseph E. Flescher, Chairman
Board of County Commissioners

Date Approved: _____

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

By: _____

Alliance Bioenergy +, Inc.


By: Daniel De Liege
CEO

APPROVED AS TO FORM

Dylan Reingold, Esq.
County Attorney