

**MUNICIPAL SOLID WASTE  
AGREEMENT FOR THE TALLAHASSEE PLASMA GASIFICATION  
FACILITY**

This AGREEMENT FOR THE SUPPLY OF MUNICIPAL SOLID WASTE FOR FUEL FOR THE TALLAHASSEE PLASMA GASIFICATION FACILITY ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the following Parties:

LEON COUNTY, FLORIDA, a Charter County and a political subdivision of the State of Florida, hereinafter referred to as the "County", and,

RENEWABLE FUELS TALLAHASSEE, LLC, a limited liability company duly organized and doing business under the laws of the State of Florida hereinafter referred to as "RFT".

WITNESSETH

WHEREAS:

RFT is in the business of developing, permitting, owning and operating plasma gasification facilities that have the capability of gasifying Municipal Solid Waste, bio-solids and other organic waste; and,

RFT gasification facilities generate a synthetic gas, which can be used as fuel to generate electricity; and,

RFT has expressed an interest in locating a Gasification Facility in Leon County.

The City of Tallahassee and RFT entered into a power purchase agreement on June 21, 2007 for the sale of electricity generated from the Gasification Facility; and,

Leon County has the sole responsibility pursuant to Florida Statutes to provide for the disposal of the Municipal Solid Waste generated by its citizens and the city of Tallahassee. *Chapter 403.706(1) Florida Statutes; and,*

RFT needs a commitment from Leon County regarding access to its municipal solid waste in order to proceed with acquiring financing for their project.

NOW, THEREFORE, FOR AND INCONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATIONS SET FORTH HEREIN, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. For purposes of this agreement, all terms related to Solid Waste are as defined and consistent with Chapter 62.701.200 of the Florida Administrative Code.

2. The County agrees, that if, and only if, RTF is able to successfully site, construct and operate within all required federal, state and local permits the Gasification Facility, the County will provide all Class I Solid Waste under the County's control, excluding any material separated for recycling and composting, to the RTF once the facility is operational.
3. The County does not and shall not guarantee any tonnage amounts.
4. RTF agrees that the fee charged to the County for this disposal of the solid waste will be a minimum of 10 percent less than the County's tipping fee at the Transfer Station.
5. RTF shall secure pre-construction financing for the project within six months of this agreement being executed. If financing has not been secured in this time frame, this agreement automatically terminates. Upon securing pre-construction financing, RTF shall be responsible for providing more detailed information to the County as it relates to the project's overall financings, permitting, siting and construction timelines and other matters necessary for the project to proceed. RTF shall submit written documentation of their financing commitment no later than fourteen days prior to the deadline set forth in this item.
6. Within twelve months of this agreement being executed, the County and RTF shall negotiate an operational agreement for the delivery of solid waste. It is envisioned that the term of this operational agreement shall be concurrent of the Purchase Power Agreement executed with the City of Tallahassee. In addition, after five years of operation, the operational agreement may be assignable to another entity only with the express concurrence of the Board of County Commissioners; however, such assignment will not be unreasonably withheld.
7. RTF shall secure the balance of the financing commitments necessary to complete the project within twelve months of this agreement being executed. RTF shall submit written documentation of their financing commitment no later than fourteen days prior to the deadline stipulated in this item.
8. If the facility is not under construction within two years of execution of this agreement, this agreement automatically terminates.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day  
of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Richard Basford, President  
Renewable Fuels-Tallahassee, LLC.

Attest: \_\_\_\_\_  
As Its: \_\_\_\_\_

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Bryan Desloge, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney